

# FRANCHISE AGREEMENT

between the

**TOWN OF WOODSIDE**

and

**GREENWASTE RECOVERY, INC.**

for

COLLECTION AND PROCESSING OF MIXED  
COMPOSTABLE MATERIALS, RECYCLABLE  
MATERIALS AND YARD TRIMMINGS

NOVEMBER 19, 2019



**TABLE OF CONTENTS**

ARTICLE 1    DEFINITIONS..... 2  
ARTICLE 2    REPRESENTATIONS AND WARRANTIES..... 9  
ARTICLE 3    TERM OF AGREEMENT..... 10  
ARTICLE 4    STANDARDS..... 10  
ARTICLE 5    SERVICE RECIPIENTS ..... 11  
ARTICLE 6    EXCLUSIVE PRIVILEGE ..... 12  
ARTICLE 7    COLLECTION SERVICES ..... 12  
ARTICLE 8    RESIDENTIAL COLLECTION ROUTES..... 22  
ARTICLE 9    COLLECTION EQUIPMENT ..... 24  
ARTICLE 10    DISPOSAL..... 25  
ARTICLE 11    MATERIALS PROCESSING ..... 26  
ARTICLE 12    ADDITIONAL SERVICES ..... 26  
ARTICLE 13    REPORTING REQUIREMENTS ..... 28  
ARTICLE 14    FRANCHISE FEE AND PAYMENTS..... 29  
ARTICLE 15    CONTRACTOR'S RATES..... 29  
ARTICLE 16    PERFORMANCE BOND ..... 32  
ARTICLE 17    INSURANCE REQUIREMENTS ..... 33  
ARTICLE 18    INDEMNIFICATION..... 33  
ARTICLE 19    TERMINATION ..... 34  
ARTICLE 20    GENERAL PROVISIONS ..... 35

- EXHIBIT A:    INITIAL RATES
- EXHIBIT B:    CUSTOMER DATABASE
- EXHIBIT C:    TECHNICAL PROPOSAL AND TRANSITION PLAN
- EXHIBIT D:    RECYCLABLE MATERIALS
- EXHIBIT E:    TOWN-WIDE CLEAN-UP SERVICES
- EXHIBIT F:    ON-CALL CLEAN-UP SERVICES
- EXHIBIT G:    REPORTING REQUIREMENTS
- EXHIBIT H:    FULL AND LIMITED ACCESSIBILITY
- EXHIBIT I:    NEW PROGRAM ROLL-OUT
- EXHIBIT J:    INSURANCE REQUIREMENTS



**Agreement between the  
Town of Woodside and GreenWaste Recovery, Inc. for  
Collection and Processing of Recyclable Materials, Mixed Compostable Materials and  
Yard Trimmings**

This Collection Services and Processing Franchise Agreement, hereinafter referred to as "Agreement," is made and entered into this 19<sup>th</sup> day of November, 2019, by and between the Town of Woodside, a Municipal Corporation, hereinafter referred to as "TOWN," and GreenWaste Recovery, Inc., a private corporation lawfully authorized to conduct business in the State of California, hereinafter referred to as "CONTRACTOR." In this Agreement, the TOWN and CONTRACTOR may be collectively referred to as the "Parties" and individually referred to as "Party."

**RECITALS**

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

**WHEREAS;** the State of California has found and declared that the amount of solid waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the Act, and subsequent related legislation including, but not limited to AB 341, AB 1594, AB 1826 and SB 1383 directed the responsible State agency and all local agencies to promote disposal site diversion and to maximize the use of feasible Solid Waste reduction, reuse, Recycling, and Composting options in order to reduce the amount of Solid Waste that must be Disposed; and,

**WHEREAS;** CONTRACTOR is a private enterprise involved in the solid waste industry and capable of providing the TOWN with solid waste handling services including but not necessarily limited to source reduction, recycling and Composting activities in conjunction with the collection, transfer and disposal of solid waste; and,

**WHEREAS;** pursuant to California Public Resources Code Section 40059(a) and 49300 as may be amended from time to time, the TOWN has determined that the public health, safety, and well-being require an exclusive agreement to provide collection services and other services related to meeting the State's diversion goals and other requirements of the Act, without competitive bidding except for collection of materials excluded in the TOWN's Municipal Code; and,

**WHEREAS;** the TOWN further declares its intent to approve and maintain the Service Rates for the collection, transportation, Processing, recycling, Composting, and/or disposal of Recyclable Materials, Mixed Compostable Materials and Yard Trimmings; and,

**WHEREAS;** the Parties hereto desire to enter into a wholly exclusive agreement for the provision of Collection Services except for those limitations specified in this Agreement; and,

**WHEREAS;** the TOWN and CONTRACTOR have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed conditions;

and,

**WHEREAS**, the TOWN believes this agreement represents a high degree of service and value to the residents, businesses, and the TOWN, and will help the TOWN achieve the waste, recycling and organics diversion mandates, goals and objectives of the State in support of AB939, AB 341, AB 1594, AB 1826 and SB 1383; and,

**WHEREAS**; this Agreement has been developed by and is satisfactory to the TOWN and the CONTRACTOR,

Now, therefore, in consideration of the mutual covenants, conditions and consideration contained herein, the TOWN and CONTRACTOR hereby agree as hereinafter set forth:

## ARTICLE 1. DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Agreement, the definition of such word or phrase as contained in the TOWN Municipal Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. Terms that specifically apply to a Residential Service method only are defined under Article 1.2 following the following definitions.

### 1.1 Definitions

**1.1.1 Act (Division 30 of the California Public Resources Code) (Assembly Bill 939, AB 939)** – “Act” means the California Integrated Waste Management Act (California Public Resources Code Sections 40000 et seq), also commonly referred to as “AB 939,” as amended, supplemented, superseded, and replaced from time to time.

**1.1.2 Agreement** – “Agreement” shall mean this Franchise Agreement, including all exhibits and any future amendments thereto, between the Town of Woodside and GreenWaste Recovery, Inc. for Collection and Processing of Recyclable Materials, Mixed Compostable Materials and Yard Trimmings.

**1.1.3 Agreement Year** – “Agreement Year” means the twelve (12) month period from January 1st to December 30th, beginning January 1, 2020.

**1.1.4 Applicable Law** – “Applicable Law” means all laws, regulations, rules, orders, judgements, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the collection, transportation, processing, and/or marketing of Recyclable Materials, Garbage, Mixed Compostable Materials, Yard Trimmings or other materials included under this Agreement that are in force on the effective date and as may be enacted, issued, amended or modified during the Term of this Agreement.

**1.1.5 AB 341** - “AB 341”, as amended, supplemented, superseded, and replaced from time to time, requires all businesses generating four (4) or more cubic yards of non-recyclable solid waste per week, and all Multi-Family dwellings consisting of five (5) units or more, to arrange for Recycling services and requires all local agencies to provide a Commercial Recycling program meeting specified criteria on or before July 1, 2012.

**1.1.6 AB 1594** – “AB 1594”, as amended, supplemented, superseded, and replaced from time to time, mandates that as of January 1, 2020, the use of green material as Alternative Daily Cover (ADC) will no longer constitute diversion through Recycling and will instead be considered disposal in terms of measuring

a jurisdiction's annual 50 percent (50%) per capita disposal rate.

**1.1.7 AB 1826** – “AB 1826”, as amended, supplemented, superseded, and replaced from time to time, requires all businesses generating four (4) or more cubic yards of Organic Waste (called Mixed Compostable Materials in this Agreement) per week to Recycle their Organic Waste; multi-family housing with five (5) or more units generating four (4) or more cubic yards of Green Waste (referred to as Yard Trimmings in this Agreement) and landscape and pruning waste to Recycle their Green Waste and landscape and pruning waste; and, requires all local agencies to provide a Commercial Organic Recycling program meeting specified criteria on or before January 1, 2016. On or before January 1, 2019, AB 1826 requires businesses generating four (4) or more cubic yards of Solid Waste per week to Recycle their Organic Materials and multi-family housing with five (5) or more units generating four (4) or more cubic yards of solid waste per week to Recycle their Green Waste and landscape and pruning waste. If CalRecycle determines that the statewide Disposal of Organic Materials in 2020 has not been reduced by 50 percent (50%) of the level of Disposal during 2014, the organic Recycling requirements on businesses will expand to cover businesses that generate 2 cubic yards or more of Commercial solid waste per week.

**1.1.8 Bins** – “Bins” means a Container with capacity of approximately one (1) to eight (8) cubic yards, with a hinged lid, and with wheels (excluding 6- and 8- yard bins, as appropriate), that is provided by Contractor and serviced by a front-end loading or rear-end loading collection vehicle.

**1.1.9 Bulky Goods** – "Bulky Goods" means items weighing less than two hundred (200) pounds in weight that require special collection due to their size or nature and can be collected by one person without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Goods may include: discarded furniture; carpets; mattresses; household appliances including refrigerators, ranges, washers, dryers, water heaters, and dishwashers and other similar items (commonly known as "white goods"); electronic equipment such as stereos, televisions, computers, VCRs and other similar items that may contain lead or mercury and/or are too large to fit inside a Recyclables Container; clothing; and oversized Yard Trimmings (such as tree trunks and branches not exceeding two (2) feet in diameter and four (4) feet in length). Bulky Goods does not include abandoned vehicles, tires, large motor vehicle parts or any subassembly, component, or part thereof, Commercial or industrial equipment, tires, construction wastes, or any Hazardous Material.

**1.1.10 Carts** – “Carts” means a plastic Container with a hinged lid and wheels with a capacity of approximately 20, 32, 64, 96 gallons that is provided by Contractor and serviced by an automated or semi-automated collection vehicle.

**1.1.10 Cans** – “Cans” means a plastic Container with a capacity of approximately 35 gallons that is provided by Contractor and serviced by an automated or semi-automated collection vehicle.

**1.1.11 Change in Law** – “Change in Law” means any of the following events or conditions that has a material and adverse effect on the performance of the Parties of their respective obligations under this Agreement (except for payment obligations):

The enactment, adoption, promulgation, issuance, modification, or written change in administrative; or judicial interpretation of any Applicable Law on or after November 19, 2019; or The order or judgement of any governmental body, on or after the Effective Date, to the extent such order or judgement is not the result of willful or negligent action, error or omission or lack of reasonable diligence by Town or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such order or judgement shall not constitute or be construed as a such a willful or negligent action, error or omission or lack of reasonable diligence.

**1.1.12 Commercial Service Recipient** – "Commercial Service Recipient" means a business or other non-residential customer which subscribes for service by Contractor.

**1.1.13 Composting** – "Composting" means the controlled biological decomposition of organic materials.

**1.1.14 Construction and Demolition or C&D** – "Construction and Demolition Debris" or "C&D" means materials resulting from construction, renovation, remodeling, repair, or demolition operations relating to or resulting from a building, structure, pavement or other improvement, including, without limitation, concrete, brick, bituminous concrete, rubble, wood and masonry, composition roofing and roofing paper, steel, and other metals such as copper. "Construction and Demolition Debris" or "C&D" also includes, without limitation, rocks, soils, tree remains and other Yard Trimmings which results from land clearing or land development operations in preparation for construction.

**1.1.15 Containers** – "Containers" means Bins, and Carts and Cans provided by Contractor for use by Service Recipients under this Agreement.

**1.1.16 Contamination** – "Contamination" means the (i) percentage by weight of Non-Recyclable Material in Recyclable Materials set-out for collection and/or (ii) the percentage by weight of Non-Compostable Materials in Compostable Materials or Yard Trimmings set out for collection.

**1.1.17 Contractor** – "Contractor" means GreenWaste Recovery, Inc.

**1.1.18 Enclosures** – "Enclosures" mean Set-Out Locations where a Residential or Commercial Service Recipient leaves their Containers that is inside a fully or partially enclosed natural or constructed structure that requires driver retrieve Container(s) before collection service and return Container(s) to enclosure after collection service and that may or may not include a locking mechanism.

**1.1.19 Force Majeure** – "Force Majeure" means an "act of God" (including, but not limited to, flood, earthquake, or other catastrophic events), war, insurrection, riot, labor unrest of other than the Contractor's employees (including strike, work stoppage, slowdown, sick out, picketing, or other concerted job action), or other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse.

**1.1.20 Garbage** – "Garbage" means putrescible wastes including kitchen and table food wastes; food soiled paper, animal or vegetable wastes resulting from storage, preparation, cooking, processing, or handling of food or food stuffs; non-putrescible wastes that are mixed in the same container with or are contaminated by putrescible wastes; infectious wastes, such as used tissues, which are normally produced at residential premises; small dead animals not exceeding ten (10) pounds in weight; and any putrefactive or easily decomposable waste material which is likely to attract flies, vermin, birds or rodents. Garbage does not include Recyclable Materials, Yard Trimmings, Manure, or Hazardous Material.

**1.1.21 Hazardous Material** – "Hazardous Material" means any material or combination of materials which because of its quantity, concentration, or physical, chemical or infectious characteristics may either: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. Hazardous Material include, but are not limited to, hazardous wastes as defined under California or United States law or any regulations promulgated pursuant to such law, as such law or regulations may from time to time be amended.

**1.1.22 Holidays** – "Holidays" shall mean January 1st, Thanksgiving Day, and December 25th.

**1.1.23 Manure** – “Manure” means stable matter (manure and other waste matter normally accumulated in stables or in livestock or poultry enclosures), and does not include Recyclable Materials, Yard Trimmings (unless manure collected as Mixed Compostable Material), Garbage (unless manure collected as Mixed Compostable Material), or Hazardous Material.

**1.1.24 Mixed Compostable Materials** – “Mixed Compostable Materials” means (i) Garbage and/or Manure that is separated from Yard Trimmings and collected Curbside or (ii) Garbage, Yard Trimmings and/or Manure that are collected On-Premise. Mixed Compostable Materials do not include Recyclable Materials or Hazardous Material.

**1.1.25 Non-Collection Notice** – "Non-Collection Notice" means a two-part form used to notify Service Recipient(s) that Recyclable Materials, Mixed Compostable Materials and/or Yard Trimmings have not been properly prepared, and to notify Service Recipient(s) of the reasons for the non-collection of materials set out by the Service Recipient(s) for collection by Contractor pursuant to this Agreement as mutually agreed to by Town Manager and Contractor.

**1.1.26 Non-Compostable Materials** – “Non-Compostable Materials” means those Garbage, Yard Trimmings and/or Manure that have been separated by Service Recipients from Recyclable Materials and are collected by Contractor and delivered for Processing that require disposal because they are:

- a. Not acceptable Mixed Compostable Materials, or
- b. Are acceptable Mixed Compostable Materials but are:
  - i. Too large to compost in a commercial Composting facility without additional resource inputs that are not commercially reasonable or feasible, or
  - ii. Covered, wrapped, sealed or soiled with or by a material or material(s) that inhibits or prevents Compostability, or
  - iii. Not able to fully compost in a commercial Composting facility in a commercially reasonable timeframe.

**1.1.27 Non-Recyclable Material** – “Non-Recyclable Materials” means those materials that have been separated by Service Recipients from Mixed Compostable Materials and Yard Trimmings or Mixed Compostable Materials and are collected by Contractor and delivered for Processing that require Disposal because they are:

- a. Not Acceptable Recyclable Materials pursuant to EXHIBIT D, or
- b. Are Acceptable Recyclable Materials but are:
  - i. Not free of food/liquid, or
  - ii. Free of food/liquid but:
    1. Are smaller than two (2) inches to two and one-half (2.5) inches and/or are not recoverable using industry-standard processing equipment or otherwise commercially reasonable methods, or
    2. Where no commercially reasonable market exists for their disposition to be purchased as commodities and recycled.

**1.1.28 Processing** – “Processing” means (i) as to Recyclable Materials, the handling, preparing, treating or converting through some special method (such as sorting, cleaning, packaging) of such materials, and their marketing and sale or other disposition, and (ii) as to Yard Trimmings, the sorting or other manual or

mechanized preparation or treatment of Yard Trimmings to separate the Compostable and woody debris fractions from each other and from the Non-Compostable Materials fraction, and the subsequent Composting and screening of the Compostable fraction and grinding of the woody debris fraction to create soft-scape products (e.g. soil, mulch) and their marketing and sale or other disposition, and (iii) as to Mixed Compostable Materials, the handling, preparing, treating or converting through some special method (such as sorting, cleaning, packaging) of such materials to separate Recyclable Materials from the Residue and the Compostable and Non-Compostable fractions and the subsequent Composting of the Compostable and Non-Compostable fractions and screening of the Non-Compostable fraction after Composting and the marketing and sale or other disposition of the Compost, in each case, in such a manner as is required to qualify said materials for diversion credit pursuant to the California Integrated Waste Management Act of 1989 and regulations promulgated thereunder, including any amendments thereto. "Processing" includes without limitation all associated Transfer, Transport and marketing, as appropriate for the material in question, and Disposal of any Non-Recyclable Materials and Non-Compostable Materials.

**1.1.29 Recyclable Materials** – "Recyclable Materials" means those materials designated in EXHIBIT D of this Agreement that have been separated by the Service Recipient from other discards including Garbage and Yard Trimmings or Mixed Compostable Materials and set-out for collection as Recyclable Materials. Recyclable Materials may be either a mixed stream of commingled Acceptable Recyclable Materials, or a stream consisting of a single type of acceptable Recyclable Materials (such as cardboard). The parties may, by mutual written agreement, add additional materials or remove materials from EXHIBIT D and pursuant to Article 7.11 of this Agreement. Recyclable Materials includes small dry-cell batteries and compact fluorescent light bulbs in sealed (e.g., Ziploc®) plastic bags, but no more than one bulb may be placed in each bag, and excludes fluorescent lamp tubes, and Service Recipients shall place these items on top of (not inside) their Recyclable Materials Container. Recyclable Materials does not include Mixed Compostable Materials, Yard Trimmings, Manure or Hazardous Materials.

**1.1.30 Residential Service Recipient** - "Residential Service Recipient" means any residential premise that subscribes to collection services by Contractor; and may also mean subscribing Commercial Service Recipients which generate less than 96-gallons (not more than three (3) thirty-two (32) gallon carts) of Mixed Compostable Materials and Yard Trimmings per week.

**1.1.31 Residue** – "Residue" means all Non-Recyclable Materials and all Non-Compostable Materials remaining after Processing and/or Composting that require Disposal.

**1.1.32 Senate Bill 1383** – "SB 1383" means Chapter 395, Statutes of 2016 [Lara, SB 1383] relating to short lived climate pollutants, commonly referred to as "SB 1383", as amended, supplemented, superseded, and replaced from time to time.

**1.1.33 Service Rates** – "Service Rates" means the rates charged to a Service Recipient for services provided by Contractor pursuant to this Agreement. Service Rates in effect at the beginning of this Agreement are specified in EXHIBIT A.

**1.1.34 Service Recipient** – "Service Recipient" means any residence or business located in Town which subscribes for collection services by Contractor pursuant to Article 5 of this Agreement; and includes Services to Town pursuant to Article 5.2.

**1.1.35 Town** – "Town" means Town of Woodside.

**1.1.36 Town Representative** – "Town Representative" means the Town Manager, or such Town employee as the Town Manager may designate.

**1.1.37 Yard Trimmings** – “Yard Trimmings” means tree trimmings, including branches, that are less than six (6) inches in diameter less than two (2) feet in length, shrubbery prunings, vegetative garden wastes, dead plants, weeds, leaves, grass clippings and other vegetative matter. Yard Trimmings also means Christmas trees that are cut to lengths of not more than 5-feet, and which are free of plastics or other contaminants. Yard Trimmings does not include Recyclable Materials, Garbage, Manure or Hazardous Materials.

**1.1.38 Working Day** – “Working Day” means Monday through Saturday.

## **1.2 Definitions - Base Collection Service**

**1.2.1 Additional Services** – “Additional Services” shall mean recurring weekly collection services beyond the Base Services package that are available by request from Service Recipients and provided at a recurring additional charge. Additional services are provided on the normal day of collection and include but are not limited to the following: the provision of additional Mixed Compostable Materials Carts as set forth in Article 7.4.5; additional Recyclable Materials Carts as set forth in Article 7.5.4; and additional Yard Trimmings Carts as set forth in Article 7.6.4. Initial rates for Additional Services are specified in EXHIBIT A.

**1.2.2 Base Services** – “Base Services” means a package of services provided by Contractor to subscribing Residential Service Recipients that includes Curbside collection of one (1) Mixed Compostable Materials Cart and two (2) Recyclable Materials Carts and either up to three (3) Yard Trimmings Carts for Curbside Set-Out Locations or up to two (2) Additional Mixed Compostable Materials Carts for Curbside Limited Accessibility and/or On-Premise Set-Out Locations. Initial rates for Base Services are specified in EXHIBIT A.

**1.2.3 Excess Materials/Overages** – “Excess Materials or Overages” means materials collected from the Service Recipient where the materials set out for collection on a one time or non-recurring basis is above the normal recurring subscription volume for Base Services and any Additional Services and/or exceeds the capacity of the container when its lid is closed. Collection of Excess Materials is provided at a non-recurring additional charge to the Service Recipient. Excess Materials includes excess Mixed Compostable Materials, excess Recyclable Materials and excess Yard Trimmings that are collected on the normal day of collection. Initial rates for the collection of Excess Materials are specified in EXHIBIT A.

**1.2.4 Extra Services** – “Extra Services” means services described in Article 7.7, which are requested by the Service Recipient above the normal services on a one time or non-recurring basis, and which are provided at a non-recurring additional charge to the Service Recipient. Extra Services includes service to collect Excess Mixed Compostable Materials on a day other than the normal day of service or Bulky Goods collection that may or may not be on the normal day of service. Initial rates for the Extra Services are specified in EXHIBIT A.

## **1.3 Definitions - Street Accessibility and Set-Out Location**

**1.3.1 Curbside** “Curbside” means Carts Set-Out Locations that are within ten (10) feet of the accessible roadway serving three (3) or more Service Recipients such that they can be collected without requiring the driver to walk or drive more than ten (10) feet beyond the accessible roadway.

**1.3.2 Full Accessibility Streets** “Full Accessibility Streets” are streets where Residential Service Recipients’ Curbside Set-out Locations are accessible by a standard collection vehicle.

**1.3.3 Limited Accessibility Streets**– “Limited Accessibility Streets” are streets where three (3) or more Residential Service Recipients receive collection services and the Set-Out Locations can only be accessed by a smaller collection vehicle. A Limited Accessibility Street may lose its designation and collection services will become On Premises if the Limited Accessibility Street is private property and Residential Service Recipient(s) prevents Contractor from driving onto such private property and/or if fewer than three (3) Residential Service Recipients receive collection services from the Limited Accessibility Street.

**1.3.3 Set-Out Location** – “Set-out Location” means the location(s) where a Service Recipient places their Containers for collection that may be either Curbside on a Full Accessibility Street, or Curbside on a Limited Accessibility Street Area or On-Premises.

**1.4 Definitions - Curbside Full Accessibility Service and Curbside Limited Accessibility Service**

**1.4.1 Curbside Full Accessibility Service or Curbside Service on a Full Accessibility Street** - “Curbside Full Accessibility Service or Curbside Service on a Full Accessibility Street” means service where Residential Service Recipients’ Set-out Locations are accessible by a standard collection vehicle and where the Set-Out Locations of Recyclables Material Carts, Mixed Compostable Materials Carts and/or Yard Trimmings Carts are within ten (10) feet of the accessible roadway such that they can be collected without requiring the driver to walk or drive more than ten (10) feet beyond the accessible roadway in the public right-of-way. Yard Trimmings will only be collected separately Curbside.

**1.4.2 Curbside Limited Accessibility Service or Curbside Service on a Limited Accessibility Street** “Curbside Limited Accessibility Service or Curbside Service on a Limited Accessibility Street” means Curbside Collection on a Limited Accessibility Street. Mixed Compostable Materials and Recyclable Material may be collected along Limited Accessibility Streets. Yard Trimmings are not collected separately on Limited Accessibility Streets. Curbside Limited Accessibility Service Recipients shall place Yard Trimmings in the Mixed Compostable Materials Cart.

A list of full and partial roads considered Limited Accessibility Streets in the Town is attached as EXHIBIT H. To serve the best interest of Service Recipients that may present unique circumstances regarding their Set-out Locations and particular roads or road segments, the Town Manager and Contractor mutually agree to finalize a list of Full Accessibility and Limited Accessibility Streets in EXHIBIT H by July 1, 2020.

**1.5 Definitions - On Premises Service: Drive-on Service, and Walk-on Service**

**1.5.1 On-Premises** – “On-Premises” means where Residential Service Recipients’ Set-Out Location is on property that is privately owned and/or maintained, in whole or in part and two (2) or fewer Service Recipients receive collection services via such real property. Drive-on Service and Walk-on Service are On-Premises services.

**1.5.2 Drive-on Service** - “Drive-on Service” means fee-based On-Premises collection service that may be provided to Residential Service Recipients that request or require a collection vehicle to drive On-Premises to collect Recyclable Materials and Mixed Compostable Materials that have been set out for collection. Monthly Drive-on Service charges are assessed based on one-directional distance and are determined by measuring the distance between the closest Full Accessibility or Limited Accessibility Street and the actual Container Set-out Location or the furthest point that a collection vehicle can drive if Walk-on Service is also provided.

If the collection vehicle first passes through a Limited Accessibility Area, the Drive-on Service distance is calculated from the boundary of the Curbside Limited Accessibility Area location and actual On-Premise

Container Set-out Location or the furthest point that a collection vehicle can drive if Walk-on Service is also provided.

Drive-on Service Recipients are not eligible for the separate collection of Yard Trimmings; Drive-on Service Recipients shall place Yard Trimmings in the Mixed Compostable Materials Cart. Initial rates for Drive-on Service are specified in EXHIBIT A.

**1.5.3 Walk-on Service** – “Walk-on Service” means fee-based On-Premises collection service that may be provided to Residential Service Recipients where Recyclable Materials and/or Mixed Compostable Materials are set-out for collection On-Premises or in a location that is greater than ten (10) feet from where a collection vehicle can reasonably access, where the Containers are not easily accessible by the collection vehicle, or where the service is requested by the Service Recipient. Monthly Walk-on Service charges are assessed based on one-directional distance and are determined by measuring the distance between the location where the collection vehicle stops and the driver dismounts and the location where the Containers are located. If Walk-on Services are provided to Containers that are in more than one location and the one-directional distance is different between set-out locations, Walk-on Services will be charged based on the distance for each Container. Walk-on Service is not available for the separate collection of Yard Trimmings; Walk-on Service Recipients shall place Yard Trimmings in the Mixed Compostable Materials Cart. Initial rates for Walk-on Service are reflected in EXHIBIT A.

## **ARTICLE 2. REPRESENTATIONS AND WARRANTIES**

The Parties, by acceptance of this Agreement, represent and warrant the conditions presented in this Article.

**2.1 Contractor’s Corporate Status.** The CONTRACTOR is a corporation duly organized, validly existing and in good standing under the laws of California and qualified to transact business in California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

**2.2 Contractor’s Corporate Authorization.** Each signatory of this Agreement represents and warrants that he or she has the full legal authority to execute and deliver the same on behalf of the Party for which the signatory is acting.

**2.3 Agreement Will Not Cause Breach.** To the best of the CONTRACTOR’s and the TOWN’s knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either Party of their respective obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which the CONTRACTOR or any other local governmental entity is a party or by which the CONTRACTOR or any of its properties or assets are bound, or constitutes a default hereunder.

**2.4 No Litigation.** To the best of the CONTRACTOR’s knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against any party wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- Materially adversely affect the performance by the CONTRACTOR of its obligations hereunder;
- Adversely affect the validity or enforceability of this Agreement; or,
- Have a material adverse effect on the financial condition of the CONTRACTOR, or any surety or entity guaranteeing the CONTRACTOR’s performance under this Agreement.

**2.5 No Adverse Judicial Decisions.** To the best of the CONTRACTOR's and the TOWN's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

**2.6 No Legal Prohibition.** To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of their respective obligations under this Agreement and the transactions contemplated hereby.

**2.7 Contractor's Ability to Perform.** The CONTRACTOR warrants and guarantees that it possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement, including all Exhibits thereto. The CONTRACTOR possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

**2.8 Contractor's Investigation.** The CONTRACTOR has made an independent investigation and analysis, the results of which are satisfactory to the CONTRACTOR, of the conditions and circumstances surrounding this Agreement, its content and preparation, and the work to be performed by the CONTRACTOR under this Agreement. This Agreement accurately and fairly represents the intentions of the CONTRACTOR, and the CONTRACTOR enters into this Agreement on the basis of that independent investigation and analysis.

**2.9 Statements and Information in Contractor's Proposal.** The CONTRACTOR's Proposal in EXHIBIT C and supplementary information submitted by the CONTRACTOR for the work to be performed by the CONTRACTOR under this Agreement do not contain any untrue statement of a material fact nor omit any material facts relevant to the ability of the CONTRACTOR to perform the work under this Agreement

### ARTICLE 3. TERM OF AGREEMENT

**3.1 Term** – The term of this Agreement shall be from January 1, 2020 to December 31, 2029, inclusive, subject to Articles 3.2 and 3.3 and Article 19 of this Agreement.

**3.2 First Extension of Term** – On or before April 1, 2028 the Town, at the Town's sole option may elect to extend the term of this Agreement for an additional period of up to two (2) years. If the term of this Agreement is extended, the compensation payable to Contractor shall be adjusted annually throughout the extended term as provided in Article 15.2.

**3.3 Second Extension of Term** – On or before April 1, 2030 the Town, at the Town's sole option may offer to extend the term of this Agreement for an additional period of up to two (2) years. If the term of this Agreement is extended, the compensation payable to Contractor shall be adjusted annually throughout the extended term as provided in Article 15.2.

### ARTICLE 4. STANDARDS

**4.1 Service Standards** – Contractor shall perform all services under this Agreement in a thorough and professional manner. Collection services described in Article 7 of this Agreement shall be performed regardless of weather conditions and regardless of difficulty of collection. Additional services described in Article 12 of this Agreement shall be performed professionally, promptly and courteously.

**4.2 Labor and Equipment** – Contractor shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of Contractor's obligations under this Agreement. Except as provided in Article 20.22, Contractor shall at all times have sufficient back up equipment and labor to fulfill Contractor's obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of labor, equipment, tools, facilities or supervision shall be provided or paid to Contractor by Town or by any Service Recipient except as expressly provided by this Agreement.

**4.3 Holiday Service** - Contractor shall not be required to perform any services under this Agreement on Holidays. Collection services that would be performed under Article 7 but for the Holiday shall be rescheduled to the next calendar day, except Sunday, following normal service day for the remainder of the week following the Holiday, unless otherwise specifically approved in advance in writing by the Town Manager. Contractor shall provide written notice of the rescheduling of any other services affected by Holiday to each affected Service Recipient at least thirty (30) days in advance of the rescheduled service.

#### **4.4 Commingling of Wastes**

**4.4.1 Mixed Compostable Materials with Recyclable Materials** - Contractor shall not commingle, in the collection vehicles or at the processing facility or elsewhere, any Mixed Compostable Materials, Garbage and/or Yard Trimmings collected pursuant to this Agreement with any Recyclable Materials separated for collection pursuant to this Agreement, unless specifically approved in advance in writing by the Town Manager.

**4.4.2 Non-Woodside Wastes and Recyclables** - Contractor shall not commingle, in the collection vehicles, any Mixed Compostable Materials, Garbage, Yard Trimmings and/or Recyclable Materials collected pursuant to this Agreement with any materials collected by Contractor from any place outside the Town of Woodside with any Mixed Compostable Materials, Garbage, Yard Trimmings and/or Recyclable Materials from areas outside the Towns of Portola Valley and Los Altos Hills unless specifically approved in advance in writing by the Town Manager. Such authorization may be granted by Town Manager to increase the efficiencies of collection services, but Contractor shall still be required to provide accurate data on the types and amounts of materials collected from within and outside Town if commingling is permitted.

**4.5 Use of Recycled Products** - Contractor is requested to use products or materials which contain recycled materials content, wherever feasible in the performance of services under this Agreement.

### **ARTICLE 5. SERVICE RECIPIENTS**

**5.1 Service Recipients** – Contractor shall provide collection services to all Residential and Commercial Service Recipients who subscribe for these services under this Agreement.

**5.2 Governmental Agency Service Recipients** – Mixed Compostable Materials, Recyclable Materials and Yard Trimmings collection services described in Article 7 of the Agreement shall be provided to facilities at the Woodside Town Hall, the Woodside Fire Protection District offices, the Woodside Elementary School and the Woodside branch of the San Mateo County Library, and any other Town facilities as designated by Town during the course of this Agreement, unless Contractor is specifically prohibited from providing such services by operation of law. There shall be no charge for service to the Governmental Agency Service Recipients. Contractor shall provide sufficient service through adequate containers and collection frequency to prevent overflow of containers provided.

**5.3 Service Recipient Changes** - Town and Contractor acknowledge that during the term of this Agreement it shall be necessary and desirable to add or delete Service Recipients to which Contractor shall

provide collection services.

## ARTICLE 6. EXCLUSIVE PRIVILEGE

**6.1 Grant of Exclusive Franchise to Contractor** – Town hereby grants to Contractor the exclusive franchise to perform the collection services described in Article 7 in the Town for the term of this Agreement.

**6.2 Exceptions** –The exclusive franchise granted to Contractor to perform collection services does not extend to any of the following, and Town expressly reserves the right to allow other service providers, by contract or otherwise, to perform any or all of the following in the Town:

- A. Collection and processing of any recyclable materials not specifically included in the definition of Recyclables.
- B. Collection of waste materials resulting from demolition and/or construction.
- C. Collection of horse manure generated at residences or businesses.
- D. Collection of non-Garbage waste materials such as scrap wood, scrap metal and other debris which are placed in a roll-off container and collected from Residential properties by a person authorized by Town to collect such materials.
- E. Collection of grease wastes from grease traps or grease interceptors.
- F. Collection of hazardous wastes.
- G. Collection of waste material that is greater than fifty percent (50%) liquid.
- H. Collection of compacted cardboard, if not collected by Contractor.

**6.3 Recycling Options of Service Recipients** – Nothing in this Agreement shall be construed as requiring Service Recipients to set out Recyclables or Bulky Goods for collection by Contractor. Service Recipients may dispose of Recyclables and Bulky Goods through other appropriate means including, but not limited to, taking Recyclables or Bulky Goods to drop-off facilities, and donating or selling Recyclables or Bulky Goods to private or public entities. However, Service Recipients may not subscribe to the collection of Recyclables or Bulky Items for a fee by another service provider, except as permitted in Article 6.2.

## ARTICLE 7. COLLECTION SERVICES

**7.1 General Provisions** – Beginning January 1, 2020 and continuing through the end of the term of this Agreement, Contractor shall perform collection service as provided in this Article as well as set forth in EXHIBIT C, which is incorporated herein by this reference. EXHIBIT C shall consist of the Technical Proposal submitted by Contractor with this Agreement. To the extent that Exhibit C conflicts with the terms of the Agreement, the Agreement shall control. Except as provided in Article 20.22, all services shall be performed in a thorough and professional manner regardless of weather conditions and difficulty of collection.

Contractor is not required to perform collection services on Holidays, but shall reschedule Holiday collection services in accordance with Article 4.3 of this Agreement.

Collection of Mixed Compostable Materials, Recyclable Materials and Yard Trimmings shall occur only between the hours of 8:00 AM and 5:00 PM, unless specifically approved in advance in writing by the Town Manager.

Recyclable Materials set out separately by Service Recipients shall not be commingled with Garbage, Mixed

Compostable Materials, or Yard Trimmings, unless specifically approved in advance in writing by the Town Manager.

**7.1.2.** All Mixed Compostable Materials, Recyclable Materials and Yard Trimmings collected pursuant to this Agreement shall be and become the property of the Contractor at the time these materials are placed in Contractor's collection Containers or vehicle.

**7.1.3** Contractor shall utilize smaller collection vehicles to service Curbside Limited Accessibility Areas and shall provide On-Premise collection services to collect Mixed Compostable Materials and/or Recyclable Materials upon request and for an additional charge at the initial rate as specified in EXHIBIT A.

**7.1.4** Non-Collection Notices for Mixed Compostable Materials, Recyclable Materials and Yard Trimmings shall indicate the reason why the collection was not made and the manner in which materials should be prepared for future collection. Contractor shall leave a card stock copy at the premises by affixing it to the container holding the materials not being collected. The form of this notice will be mutually agreed to by Town Manager and Contractor.

**7.1.5** Except when material is being loaded or unloaded, or when the vehicle is on route in the process of collection, Contractor shall at all times keep Mixed Compostable Materials, Recyclable Materials and Yard Trimmings loads completely covered so as to prevent litter, leakage or spillage from the collection vehicle. Contractor shall immediately clean up any litter, leakage or spillage which occurs during collection and transport. In addition to the Adjustments for Damages specified in Article 15.5 of this Agreement, Contractor shall reimburse Town for all costs incurred by Town in the cleanup of all litter created by Contractor in the performance of this Agreement and not cleaned up by Contractor.

**7.1.6** In the event that the provision of On-Premise services to any Service Recipient would require Contractor to operate its equipment on private property which Contractor reasonably believes present an unsafe condition for such operation, Contractor shall give written notice to Town and Service Recipient within 48-hours. Contractor shall continue to collect Mixed Compostable Materials and Recyclable Materials from such Service Recipient(s) and if such conditions persist for more than two (2) consecutive weeks, Contractor shall charge Service Recipients for Walk-on Service. In the event that the provision of services to three (3) or more Service Recipients in an Curbside Limited Accessibility Area would require Contractor to operate its equipment on private property which Contractor reasonably believes present an unsafe condition for such operation, Contractor shall not be required to continue to collect Mixed Compostable Materials and Recyclable Materials from such Service Recipient(s) and shall notify the Town and Service Recipient(s) within 48-hours and provide a list of Service Recipients that cannot be serviced as a result of the unsafe conditions and shall make reasonable accommodation to collect such materials at another location; if such unsafe conditions in an Curbside Limited Accessibility Area persist for more than two (2) consecutive weeks, Contractor shall work with the Town to identify an alternative collection strategy and an appropriate rate for providing such services.

**7.2. Holiday Service** – Contractor shall not be required to perform any services under this Agreement on Holidays. Collection services that would be performed under this Article 7, were it not for the Holiday, shall be rescheduled one day later (to the next Working Day) for the remainder of the week following the Holiday, unless otherwise specifically approved in advance in writing by the Town Manager. Contractor shall provide written notice of the rescheduling of any other services affected by Holidays to each affected Service Recipient at least thirty (30) days in advance of the rescheduled service.

**7.3. Service Area** - The service area includes all residential, commercial and public properties within the boundaries of the Town of Woodside. Town and Contractor acknowledge that during the term of this

Agreement the service area may increase or decrease.

#### **7.4. Residential Mixed Compostable Materials Collection**

**7.4.1. Provision of Base Service Mixed Compostable Materials** - Contractor shall provide Residential Service Recipients who subscribe to Mixed Compostable Materials Service with one (1) 20-, 32-, 64-, or 96-gallons gray or black Mixed Compostable Material Cart as part of Base Services. Mixed Compostable Materials Carts shall be delivered to Residential Service Recipients within one (1) week of the request and may request the delivery of or removal of additional Mixed Compostable Materials Carts once annually for no additional charge.

**7.4.1.1 Residential Service Recipients on Full Accessibility Streets with Curbside Set-Out Locations** will receive their Base Service Mixed Compostable Materials Cart and up to three (3) 96-gallon Yard Trimmings Carts for no additional charge as described in Article 7.6 below and may change the size of their Base Service Level for Mixed Compostable Materials up to once annually for no additional charge.

**7.4.1.2 Residential Service Recipients on Limited Accessibility Streets with Curbside Set-Out Locations and Residential Service Recipients receiving On-Premises Services** will receive their Base Service Mixed Compostable Materials Cart and up to two (2) 96-gallon Additional Mixed Compostables Carts for no additional charge as described in Article 7.6 below and may change the size of their Base Service Level for Mixed Compostable Materials up to once annually for no additional charge.

**7.4.2 Additional Mixed Compostable Materials Carts** – Upon request, Contractor shall provide Residential Service Recipients Additional Mixed Compostable Materials Carts in excess of the one (1) provided as part of Base Services for Curbside Service Recipients pursuant to Article 7.4.1 above and in excess of three (3) for Curbside Limited Accessibility and On-Premise Service Recipients pursuant to Article 7.4.1.2 above for an additional recurring charge that is discounted from the Mixed Compostable Materials Base Service Rates and does not include additional Recyclable Material Carts or Yard Trimmings Carts/Mixed Compostable Materials Carts that are provided as part of Base Services. Service Recipients paying for On-Premise Drive-On and/or Walk-On Services will receive an additional twenty-five percent (25%) discount on each Additional Mixed Compostable Materials Cart. Additional Mixed Compostables Carts are available in 64- and 96-gallon sizes only. If a Residential Service Recipient on a Limited Accessibility Street or a Residential Service Recipient with On-Premises Services requests their second or third (2<sup>nd</sup> or 3<sup>rd</sup>) Additional Mixed Compostable Materials Cart in a 64-gallon instead of 96-gallon capacity pursuant to Article 7.4.1.2 above, the Residential Service Recipient will have voluntarily reduced their capacity for these Additional Mixed Compostable Materials Carts that are provided free of charge and the Residential Service Recipient will not be entitled to receive a credit or discount or another Mixed Compostable Materials Cart to make up for their voluntarily reduced capacity.

**7.4.3 Frequency of Collection** - Contractor shall collect Mixed Compostable Materials from each Residential Service Recipient in Town on a once-per-week basis on a Monday through Friday basis as part of Base Services, except up to three (3) times annually when Holiday collection requires services normally provided on Friday to be provided on Saturday. Collection shall be made from Cart(s) that are provided by Contractor to Residential Service Recipients, except pursuant to Article 7.4.6 below, and placed at the point of collection selected by the Service Recipient. Mixed Compostable Materials collected shall be processed in conformance with EXHIBIT C.

**7.4.4. Collection Location** - Weekly collection shall be made from Mixed Compostable Materials Containers provided by Contractor that are placed Curbside and Curbside Limited Accessibility Area as

part of Base Services, or On-Premise upon Service Recipient request and for an additional charge as set forth in EXHIBIT A.

**7.4.5. Excess Mixed Compostable Materials** - Contractor shall collect Mixed Compostable Materials in excess of Base Services when:

- the Service Recipient has made arrangements with Contractor in advance to schedule the collection and make the appropriate payment; and
- the Mixed Compostable Materials are prepared and set-out for collection in a manner approved by Contractor and as described in EXHIBIT C.

Service Recipients who commonly have more Mixed Compostable Materials than their existing Mixed Compostable Materials Containers will accommodate, may request additional Mixed Compostable Materials Container(s) from Contractor and such additional Mixed Compostable Materials Cart(s) shall be provided for an additional charge. Contractor shall provide the additional Cart(s) within seven (7) days of the request.

**7.4.6. Non-Collection** - Contractor shall not be required to collect any Mixed Compostable Materials that are not placed in Cart(s) provided by Contractor, where the volume exceeds the capacity of the Mixed Compostable Materials Cart when its lid is closed, or where Mixed Compostable Materials are not placed out in a in a manner in conformance with Article 7.4.5 of this Agreement. Contractor may, in its sole discretion, collect the Mixed Compostable Material that was improperly set-out or that exceeded the capacity of the Cart and charge the Service Recipient the applicable non-recurring Excess Compostable Materials rate in accordance with the rate schedule in EXHIBIT A and leave a Notice of Improper Set-out indicating that the materials were collected and that an additional charge will be applied. Contractor shall provide targeted education to notify the Service Recipient of the proper way to prepare Excess Materials and/or encourage the Service Recipient to increase their Base Services level and/or subscribe to Additional Services. In the event of non-collection, Contractor shall leave a Non-Collection Notice.

## **7.5. Residential Recyclable Materials Collection**

**7.5.1. Provision of Recycling Carts** - Contractor shall offer Residential Service Recipients who subscribe to Mixed Compostable Materials Service-with up to two (2) blue 96-gallon (or two (2) blue 64-gallon or two (2) blue 32-gallon) upon request for safety or space concerns) Recyclable Materials Carts as part of Base Services. Additional Recyclable Materials Carts, in 96-gal size only, will be available upon request and for an additional recurring charge. Recyclable Materials Carts shall be delivered to Residential Service Recipients within one week of the request. Residential Service Recipients may request the removal of additional Recyclable Materials Carts once annually for no additional charge.

**7.5.2. Frequency of Collection** - Contractor shall collect Recyclable Materials from each Residential Service Recipient every week as part of Base Services, on the same day of the week that Contractor performs Mixed Compostable Materials collection services. Recyclables shall be collected from Recyclable Materials Carts that are provided by Contractor to Residential Service Recipients, except pursuant to Article 7.5.5 below, and placed adjacent to the Mixed Compostable Materials Cart(s) by the Residential Service Recipient. Recyclable Materials collected shall be processed in conformance with EXHIBIT C.

**7.5.3. Collection Location** - Weekly collection shall be made from Recyclable Materials Carts provided by Contractor that are placed Curbside and Curbside Limited Accessibility as part of Base Services, or On-Premise upon Service Recipient request and for an additional charge as set forth in EXHIBIT A.

**7.5.4. Excess Recyclable Materials** - Contractor shall collect Recyclable Materials in excess of

Base Services when:

- the Service Recipient has made arrangements with Contractor in advance to schedule the collection and make the appropriate payment; and
- the Recyclable Materials are prepared and set-out for collection in a manner approved by Contractor and as described in EXHIBIT C.

Service Recipients who commonly have more Recyclable Materials than their existing Recyclable Materials Containers will accommodate, may request additional Recyclable Materials container(s) from Contractor and such additional Recyclable Materials Cart(s) shall be provided for an additional charge. Contractor shall provide the additional Cart(s) within seven (7) days of the request.

**7.5.5. Non-Collection** - Contractor shall not be required to collect any Recyclable Materials that contain more than five percent (5%) by volume of Non-Recyclable Materials or are not placed in Recyclable Materials Cart(s) provided by Contractor, where the volume exceeds the capacity of the Recyclable Materials Cart when its lid is closed, or where excess Recyclable Materials are not placed out for collection in a manner in conformance with Article 7.5.4 of this Agreement. Contractor may, in its sole discretion, collect the Recyclable Material that was improperly set-out, that was contaminated or that exceeded the capacity of the Cart and charge the Service Recipient the applicable non-recurring Excess Recyclable Materials in accordance with the rate schedule in EXHIBIT A and leave a Notice of Improper Set-out indicating that the materials were collected and that an additional charge will be applied. Contractor shall provide targeted education to notify the Service Recipient of the proper way to prepare Excess Recyclable Materials, inform the Service Recipient on acceptable Recyclable Materials, and/or encourage the Service Recipient to increase their Base Services level and/or subscribe to Additional Services. In the event of a non-collection, Contractor shall leave a Non-Collection Notice.

## **7.6. Yard Trimmings Collection**

**7.6.1. Provision of Yard Trimmings Carts** –Contractor shall provide Residential Service Recipients who subscribe to Mixed Compostable Materials Service with up to three (3) green 96-gallon (or up to three (3) green 64-gallon upon request for safety or space concerns) Yard Trimmings Carts to Curbside Residential Service Recipients as part of Base Services. Additional Yard Trimmings Carts, in 96-gal and 64-gallon size only, will be available upon request and for an additional recurring charge. Additional Yard Trimmings Carts shall be delivered to Residential Service Recipients within one week of request. Curbside Residential Service Recipients may request the removal of additional Yard Trimmings Carts once annually for no additional charge.

**7.6.1.1.** Residential Service Recipients with Curbside Limited Accessibility Service and On-Premises Services that can only be accessed by smaller collection vehicles do not have access to Yard Trimmings Service which is collected separately in a larger, standard-size collection vehicle. Therefore, in lieu of Yard Trimmings Service, these Service Recipients will receive up to two (2) 96-gallon (or upon request up to two 64-gallon) Mixed Compostable Materials Carts at no additional charge as part of their Base Services. Yard Trimmings can be placed in Mixed Compostable Materials Carts.

**7.6.2. Frequency of Collection** - Contractor shall collect Yard Trimmings from each Curbside Residential Service Recipient every week as part of Base Services, on the same day of the week that Contractor performs Mixed Compostable Materials collection services. Yard Trimmings collected shall be processed in conformance with EXHIBIT C.

**7.6.3. Collection Location** - Weekly collection shall be made from Yard Trimmings Containers provided

by Contractor that are placed Curbside. Yard Trimmings collection services are not provided in Curbside Limited Accessibility Areas or On-Premises.

**7.6.4. Excess Yard Trimmings Materials** - Contractor shall collect Yard Trimmings in excess of Base Services when:

- the Service Recipient has made arrangements with Contractor in advance to schedule the collection and make the appropriate payment; and
- the Yard Trimmings are prepared and set-out for collection in a manner approved by Contractor and as described in EXHIBIT C.

Service Recipients who commonly have more Yard Trimmings than their existing Yard Trimmings Containers will accommodate, may request additional Yard Trimmings container(s) from Contractor and such additional Yard Trimmings Container(s) shall be provided for an additional charge. Contractor shall provide the additional Container(s) within seven (7) days of the request.

**7.6.5. Christmas Tree Collection** - Contractor shall collect all Christmas trees which are set out next to the Mixed Compostable Materials Curbside Limited Accessibility Area or On-Premise and/or Yard Trimmings Containers Curbside between December 26 and January 25 of each year for the term of this Agreement. Contractor shall not be required to collect trees which are in lengths longer than five (5) feet. Contractor shall leave a Non-Collection Notice on all trees that are not collected, stating the reason for non-collection.

Contractor shall not be required to collect any Christmas tree, which is set out for collection next to the Containers after January 25, unless it is placed within a Contractor-provided Mixed Compostable Materials Cart or Yard Trimmings Cart for collection, or unless the Service Recipient has called and made arrangements with Contractor in advance to schedule collection in conformance with Articles 7.4.5 and/or 7.6.2 of this Agreement.

**7.6.6 Non-Collection** - Contractor shall not be required to collect any Yard Trimmings that contain more than one percent (1%) by volume of Non-Yard Trimmings or are not placed in Yard Trimmings Container(s) provided by Contractor, where Yard Trimmings Containers are placed out for collection at any location other than Curbside, where the volume exceeds the capacity of the Yard Trimmings Cart when its lid is closed, or where excess Yard Trimmings are not placed out for collection in a manner in conformance with Article 7.6.4 of this Agreement. Contractor may, in its sole discretion, collect the Yard Trimmings that were improperly set-out, that were contaminated or that exceeded the capacity of the Cart and charge the Service Recipient the applicable non-recurring Excess Yard Trimmings in accordance with the rate schedule in EXHIBIT A and leave a Notice of Improper Set-out indicating that the materials were collected and that an additional charge will be applied. Contractor shall provide targeted education to notify the Service Recipient of the proper way to prepare Excess Yard Trimmings, inform the Service Recipient on acceptable Yard Trimmings, and/or encourage the Service Recipient to increase their Base Services level and/or subscribe to Additional Services. In the event of a non-collection, Contractor shall leave a Non-Collection Notice.

## **7.7 Bulky Goods**

**7.7.1 Bulky Goods Collection** – Contractor shall collect Bulky Goods when the Service Recipient has made arrangements with Contractor in advance to schedule the collection and make the appropriate payment. Contractor shall collect Bulky Goods within seven (7) working days of the request by the Service Recipient.

**7.7.2 Maximum Reuse and Recycling** – Contractor shall dispose of Bulky Goods collected in

accordance with the following hierarchy:

- A. Reuse as is (except for non-energy efficient appliances).
- B. Recycle.
- C. Dispose of at landfill.

Contractor shall not landfill Bulky Goods unless the Bulky Goods cannot be reused or recycled.

**7.7.3 Bulky Goods Containing Freon and Other Hazardous Wastes** - In the event Contractor collects Bulky Goods which contain Freon, Contractor shall insure that the Freon is recovered. Contractor shall handle all Bulky Goods in a manner to comply with all applicable state and federal laws or regulations.

**7.8 Used Motor Oil and Oil Filters** – Contractor shall collect Used Motor Oil and Oil Filters when the Service Recipient places Used Motor Oil in plastic bottles with a screw top lid next to their Recyclable Materials Cart, or Oil Filters in sealed (e.g., Ziploc®) plastic bags when placed on top of their Recyclable Materials Cart.

**7.9 Dry Cell Batteries and Compact Fluorescent Lamps** – Contractor shall collect Dry Cell Batteries and Compact Fluorescent Lamps when the Service Recipient places them in sealed (e.g., Ziploc®) plastic bags on top of their Recyclable Materials Cart. Each Compact Fluorescent Lamp must be placed in a separate bag. Contractor is not required to collect any Compact Fluorescent Lamps that are not in a sealed plastic bag and are not required to collect any Fluorescent Lamp Tubes.

**7.10 Missed Pick-Ups** – The failure of Contractor to pick up Mixed Compostable Materials, Yard Trimmings or Recyclable Materials which have been set out in the proper manner by a Service Recipient in Town will be considered a missed pick-up. The "proper manner" means in the manner described in Articles 7.4, 7.5, 7.6, 7.8 and 7.9. If Contractor is notified of a missed pick-up by 9:00 AM on the business day following the scheduled collection day for the Service Recipient, Contractor shall collect the missed pick-up on the day of notification. If the Contractor is notified after 9:00 AM, on the business day following the scheduled collection day for the Service Recipient, Contractor shall collect the material from the Service Recipient no later than the first working day immediately following the date of notification. Contractor shall maintain a written record of all calls related to missed pick-ups and the response provided by Contractor. The record shall be maintained in accordance with the reporting and monitoring requirements of Article 13 and EXHIBIT G of this Agreement.

In the event Contractor fails to collect a missed pick-up within the times set forth in this Article, Town or its agents may collect and transport the material. Town will notify Contractor in writing whenever Town or its agent collects a missed pick-up. Contractor shall reimburse Town for all costs so incurred by Town as provided in Article 15.7 of this Agreement.

**7.11 Additional Recyclable Material** – In the event Town or Contractor proposes to add another material to the list of Recyclables to be collected, processed and/or marketed by Contractor, such additional material shall be included to EXHIBIT D this Agreement if mutually agreed upon in writing by Town and Contractor. Contractor shall notify the Town Representative to the extent to which the addition of the proposed material would require a modification of the current Recyclable Materials collection vehicles, the use of an additional Recyclable Materials Cart(s) or the use of additional collection vehicles and shall notify Town of the estimated costs of adding the proposed material. Such notification shall be in writing and shall be provided at the time Contractor proposes the addition of the material or, if Town proposes such addition, within thirty (30) calendar days of Town's notification to Contractor of Town's proposal. Town will respond in writing to Contractor's description of changes and costs of implementation within thirty (30) calendar days of Contractor's notification to Town. Both parties shall negotiate in good faith for the purpose of reaching an

Agreement for the addition of the proposed material and a schedule for the implementation of the collection of such material. The Town Manager is authorized to negotiate on behalf of Town and to approve the additional material and implementation schedule. Any Agreement which would result in additional compensation to Contractor shall not become effective unless approved by the Town Council.

## **7.12 Commercial Mixed Compostable Materials Collection**

**7.12.1 Commercial Mixed Compostable Materials Containers** – Commercial Service Recipients may subscribe to Mixed Compostable Materials Collection for the following Container Sizes: one (1), two (2), three (3), four (4), six (6) or eight (8) cubic yard Bins, 32-, 64- or 96-gallons Carts and two (2), three (3) and four (4) cubic yard compactors.

**7.12.2 Frequency of Collection** – Contractor shall collect Mixed Compostable Materials from each Commercial Service Recipient as subscribed, but at least once-per-week, Monday through Friday, except up to three (3) times annually when Holiday collection may require services be provided on Saturday. Collection shall be made from Commercial Mixed Compostable Materials Containers provided by Contractor to Service Recipients, except pursuant to Article 7.12.3 below, and placed at the point of collection by the Service Recipient. Mixed Compostable Materials collected shall be processed in conformance with EXHIBIT C.

Except when material is being loaded or unloaded or the vehicle is on route in the process of collection, Contractor shall at all times keep Mixed Compostable Materials loads completely covered so as to prevent litter, leakage or spillage from the collection vehicle. Contractor shall immediately clean up any litter or spillage which occurs during collection.

**7.12.3 Excess Mixed Compostable Materials** – Contractor shall collect Mixed Compostable Materials in excess of the normal Mixed Compostable Materials collection service when the Service Recipient has made arrangements with Contractor in advance to schedule the collection and make the appropriate payment.

**7.12.4 Non-Collection** – Contractor shall not be required to collect any Mixed Compostable Materials that are not placed in a Mixed Compostable Materials Container provided by Contractor, where Mixed Compostable Materials Containers are placed out for collection at an inaccessible location or where access is blocked, where the volume exceeds the capacity of the Mixed Compostable Materials Container when its lid is closed, or where excess Mixed Compostable Materials are not placed out for collection in a manner in conformance with Article 7.12.2 of this Agreement. In the event of non-collection, Contractor shall leave a Notice of Improper Setout at the premises where the non-collection occurs and shall indicate on the Notice the date and time the notice is given, the complete address of the premises, the reason for the non-collection, and the manner in which materials should be prepared for collection. Contractor shall leave the hard (card stock) copy at the premises by affixing the copy to the Mixed Compostable Materials Container and shall retain one copy. The Contractor shall maintain a written record of Service Recipients receiving more than one collection notice in the prior twelve months. The record shall be maintained in accordance with the reporting and monitoring requirements of Article 13 and EXHIBIT G of this Agreement.

## **7.13 Commercial Recyclable Materials Collection**

**7.13.1 Commercial Recyclables Materials Containers** – Commercial Service Recipients who subscribe to Mixed Compostable Materials Service are eligible for Recyclable Materials Collection and may subscribe to Recyclables Collection for the following Container Sizes: one (1), two (2), three (3), four (4), six (6) or eight (8) cubic yard Bins or 64- or 96-gallons Carts.

**7.13.2 Frequency of Collection** – Contractor shall collect Recyclable Materials from each Commercial Service Recipient as subscribed, Monday through Friday, except up to three (3) times annually when Holiday collection may require services to be provided on a Saturday. Collection shall be made from Commercial Recyclable Materials Containers provided by Contractor to Service Recipients, except pursuant to Article 7.13.3 below, and placed adjacent to the Commercial Mixed Compostable Materials Containers. Recyclable Materials collected shall be processed in conformance with EXHIBIT C.

Except when material is being loaded or unloaded or the vehicle is on route in the process of collection, Contractor shall at all times keep Recyclable Materials loads completely covered so as to prevent litter, leakage or spillage from the collection vehicle. Contractor shall immediately clean up any litter or spillage which occurs during collection.

**7.13.3 Excess Recyclables** – Contractor shall collect Recyclable Materials in excess of the normal Recyclable Materials collection service when the Service Recipient has made arrangements with Contractor in advance to schedule the collection and make the appropriate payment.

**7.13.4 Non-Collection** – Contractor shall not be required to collect any Recyclable Materials that contain more than five percent (5%) by volume of Non-Recyclable Materials and/or are not either placed in Recyclable Materials Containers provided by Contractor, where Recyclable Materials Containers are placed out for collection at an inaccessible location or where access is blocked, where the volume exceeds the capacity of the Recyclable Materials Container when its lid is closed, or where excess Recyclable Materials are not placed out for collection in conformance with Article 7.13.2 of this Agreement. In the event of a non-collection, Contractor shall leave a Notice of Improper Setout at the premises where the non-collection occurs and shall indicate on the Notice the date and time the notice is given, the complete address of the premises, the reason for the non-collection, and the manner in which materials should be prepared for collection. Contractor shall leave the hard (card stock) copy at the premises by affixing the copy to the Recyclable Materials Container and shall retain one copy. The Contractor shall maintain a written record of all Service Recipients receiving more than one Non-Collection notice in the prior twelve months. The record shall be maintained in accordance with the reporting and monitoring requirements of Article 13 and EXHIBIT G of this Agreement.

#### **7.14 Commercial Yard Trimmings Collection**

**7.14.1 Commercial Yard Trimmings Containers** – Commercial Service Recipients may subscribe to Yard Trimmings Service for the following Container Sizes: one (1) or two (2) cubic yard Bins or 64- or 96-gallons Carts.

**7.14.2 Frequency of Collection** – Contractor shall collect Yard Trimmings from each Commercial Service Recipient as subscribed, Monday through Friday, except up to three (3) times annually when Holiday collection may require services to be provided on Saturday. Collection shall be made from Commercial Yard Trimmings Containers provided by Contractor to Service Recipients and placed adjacent to the Commercial Mixed Compostable Material Containers. Yard Trimmings collected shall be processed in conformance with EXHIBIT C.

Except when material is being loaded or unloaded or the vehicle is on route in the process of collection, Contractor shall at all times keep Yard Trimmings loads completely covered so as to prevent litter, leakage or spillage from the collection vehicle. Contractor shall immediately clean up any litter or spillage which occurs during collection.

**7.14.3 Excess Yard Trimmings** – Contractor shall collect Yard Trimmings in excess of the

normal Yard Trimmings collection service when the Service Recipient has made arrangements with Contractor in advance to schedule the collection and make the appropriate payment.

**7.14.4 Non-Collection** – Contractor shall not be required to collect any Yard Trimmings that contain more than one percent (1%) by volume of Non-Yard Trimmings and/or are not either placed in Yard Trimmings Containers provided by Contractor, where Yard Trimmings Materials Containers are placed out for collection at an inaccessible location or where access is blocked, where the volume exceeds the capacity of the Yard Trimmings Container when its lid is closed, or where excess Yard Trimmings are not placed out for collection in conformance with Article 7.14.2 of this Agreement. In the event of a non-collection, Contractor shall leave a Notice of Improper Setout at the premises where the non-collection occurs and shall indicate on the Notice the date and time the notice is given, the complete address of the premises, the reason for the non-collection, and the manner in which materials should be prepared for collection. Contractor shall leave the hard (card stock) copy at the premises by affixing the copy to the Yard Trimmings Container and shall retain one copy. The Contractor shall maintain a written record of all Service Recipients receiving more than one collection notice in the prior twelve months. The record shall be maintained in accordance with the reporting and monitoring requirements of Article 13 and EXHIBIT G of this Agreement.

**7.15 Town-Wide Clean-Up Services** – Three times per year, on a schedule determined by Town, Contractor will provide a Town-Wide Clean-Up Service to Residential Service Recipients. Contractor shall provide sufficient equipment to collect and remove accumulated wastes as described in EXHIBIT E that have not otherwise been collected through the regular scheduled collection services provided to Residential Service Recipients pursuant to this Agreement. There shall be no extra charge for this service.

Contractor shall collect, handle and process all materials received in a manner that will allow the maximum amount to be recycled, composted, or otherwise diverted from landfill. Contractor shall provide the services described in EXHIBIT E of this Agreement. The services required in this paragraph shall not serve to release Contractor from its obligations under Article 7.1.

**7.16 On-Call Clean-Up Services** – Two times per year, upon request, Contractor will provide On-call Clean-up Services to each Residential Service Recipient. Contractor shall provide the services described in EXHIBIT F of this Agreement. There shall be no extra charge for this service.

Contractor shall collect, handle and process all materials received in a manner that will allow the maximum amount to be recycled, composted, or otherwise diverted from landfill. The services required in this paragraph shall not serve to release Contractor from its obligations under Article 7.1.

**7.17 Failure to Provide Collection Services** – In the event Contractor fails to provide any of the collection services as required under this Agreement, notwithstanding Force Majeure as described in Article 20.22, Town may, but shall have no obligation to, and without waiving or relieving Contractor of its obligation to provide such services, make such payment or perform such other act as Town deems appropriate to effectuate such services. Contractor shall reimburse Town for any costs incurred by Town in effectuating such services during any period Contractor fails to perform such services pursuant to Articles 15.6 and 15.7.

## **ARTICLE 8. RESIDENTIAL COLLECTION ROUTES**

**8.1 Residential Collection Routes** – On or before January 1, 2020 Contractor shall provide to the Town Manager maps showing the residential collection routes which Contractor proposes for the performance of collection services pursuant to this Agreement. The maps shall include, or shall be accompanied by, a

written statement describing day of the week service, approximate time of collection (e.g., early or late AM, or early or late PM), the start point and end point and street-by- street course of each collection route, route numbers and type of equipment for each route.

## **8.2 Collection Route Changes**

**8.2.1 Town-Initiated Route Changes** – Town reserves the right to request a change to the day of the week any Residential Service Recipient receives collection services pursuant to this Agreement. Town will notify Contractor of such request at least sixty (60) calendar days in advance of the requested date of the change. Contractor shall notify the Town Representative to the extent to which the modification would impact Contractor’s existing collection operations or require the use of an additional collection vehicle(s) and shall notify Town of the estimated costs of making such route modification(s). Such notification by Contractor of operational impacts shall be in writing and shall be provided within thirty (30) calendar days of Town's notification to Contractor of Town's route modification request. Town will respond in writing to Contractor's description of changes and costs of implementation within thirty (30) calendar days of Contractor's notification to Town. Both parties shall negotiate in good faith for the purpose of reaching an Agreement on the proposed route modification. The Town Manager is authorized to negotiate on behalf of Town and to approve a route modification implementation schedule. Any route modification that would result in additional compensation to Contractor shall not become effective unless approved by the Town Council.

If such Town-initiated route change is mutually approved, Contractor shall notify all affected Service Recipients of the change at least fourteen (14) calendar days in advance of the effective date of the change. Town will not request route changes more often than once in any Agreement Year.

Town will compensate Contractor for expenses, if any, incurred by Contractor in implementing a Town initiated route change. Town will not compensate Contractor for implementation of any other route changes.

**8.2.2 Contractor-Initiated Route Changes** – For any route change proposed by Contractor that impacts more than ten percent (10%) of Residential Service Recipients on the route, Contractor shall submit to Town, in writing, the proposed change to routes (including but not limited to boundaries and route numbers) not less than ninety (90) calendar days prior to the proposed date of implementation. Within sixty (60) calendar days of receipt of Contractor's proposed change, Town will provide written notice to Contractor as to whether the proposed change is acceptable or not. Contractor shall not implement any route changes without the prior written authorization of the Town Manager. Contractor shall notify all affected Service Recipients of any authorized route change affecting day of service or time of service.

## **8.3 Collection Route Audits**

**8.3.1 Annual Route Audit** - Contractor shall conduct a route audit for each of Contractor's Mixed Compostable Material collection routes, Recyclable Materials collection routes, and Yard Trimmings collection routes at Town's request, but not more than once in any Agreement Year. Each route audit shall be conducted over five (5) consecutive working days to identify differences relating to different route areas during the week. The results of the route audits shall be provided to Town Manager within 60 days of such request.

The route audits shall include the following information for each collection route:

- A. The route number, the date of the audit, and the starting and ending times of collection for each day.

- B. A description of the route location, outlined by the names of the streets covered.
- C. The number of Commercial and Residential Service Recipients on the route.
- D. For the Mixed Compostable Materials collection routes, whether there were significant quantities of Recyclables in Containers at each account, and the total number of Service Recipients for whom Mixed Compostable Material overages were collected.
- E. For Recyclable Materials routes, the number of Service Recipients who placed Recyclable Materials out for collection.
- F. For Yard Trimmings routes, the number of Service Recipients who placed Yard Trimmings out for collection.
- G. The number of collection vehicles used on the route, and the number of loads collected by each Mixed Compostable Materials, Recyclable Materials and Yard Trimmings collection vehicle.
- H. The tonnages of Mixed Compostable Materials, Recyclable Materials and Yard Trimmings collected for each vehicle trip.
- I. For subsequent route audits performed, a description of any changes in the route occurring since the immediately preceding route audit, including changes in the location of the route, the number of Service Recipients, equipment used, and collection methods employed.
- J. The name(s), telephone number(s) and signature(s) of the person(s) performing each route audit.

**8.3.2 Special Route Audits** - Town may request performance of route audits in addition to the route audits conducted pursuant to Article 8.3.1. Within fifteen (15) calendar days of a written Town request for a special route audit, Contractor shall provide to the Town Manager a written cost proposal for performance of the special route audit. If the Town Manager accepts Contractor's cost proposal, Contractor shall conduct the special route audit and the Town will compensate Contractor at the rate described in the cost proposal.

#### **8.4 Collection Route Maps**

Contractor shall maintain, and provide to Town on request, current and accurate maps indicating:

- A. Areas of collection indicating route numbers.
- B. Whether route is a Limited Accessibility Area route.
- C. Day of the week collection service is provided.
- D. Approximate time of collection (e.g., early or late AM, or early or late PM).
- E. Start point, end point, and actual street-by-street collection vehicles routes.
- F. Boundaries of each individual route. The maps shall be of sufficient scale to allow clear delineation of each route on the map in a distinct color or pattern.

### **ARTICLE 9. COLLECTION EQUIPMENT**

#### **9.1. Equipment Specifications**

**9.1.1. General Provisions** – All collection equipment used by Contractor in the performance of this

Agreement shall be designed and operated so as to prevent Mixed Compostable Materials or other materials from escaping from the vehicles and becoming litter.

As part of this Agreement, Contractor shall purchase new vehicles as provided in EXHIBIT C. Contractor shall utilize alternative fuels, re-refined motor oil and re-refined hydraulic oil in all vehicles used in Contractor's performance of this Agreement. Vehicles used for collection of Bulky Goods shall not use compaction mechanisms that would reduce the reusability or repairability of the items collected.

**9.1.2. Vehicle Registration** – All vehicles used by Contractor in providing services under this Agreement, except those vehicles used solely on Contractor's premises, shall be registered with the California Department of Motor Vehicles.

**9.1.3. Safety Markings** – All collection equipment used by Contractor shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and reflective tape striping. All such safety markings shall be in accordance with the requirements of the California Vehicle Code.

**9.1.4. Vehicle Signage** – Contractor's name, telephone number and vehicle number shall be visibly displayed on both sides and the rear of all collection vehicles, in letters and figures not less than six (6) inches high.

**9.1.5. Collection Vehicle Noise Level** – The noise level generated by collection vehicles using compaction mechanisms during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle measured at an elevation of five (5) feet from above ground level using the "A" scale of a standard sound level meter at slow response.

**9.1.6. Vehicle Certifications** – For each collection vehicle used in the performance of services under this Agreement, Contractor shall obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 et seq.) and the regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 et seq.) and the regulations promulgated thereunder, as applicable to the vehicle before the start of this Agreement, and as required by State law thereafter. Contractor shall maintain copies of such certificates and reports and shall make such certificates and reports available for inspection upon request by the Town Manager or the Town Manager's designee.

Contractor shall submit as part of the annual report to Town, verification that each of Contractor's collection vehicles has passed the California Heavy Duty Vehicle Inspection. Thereafter, Contractor shall cause each vehicle in Contractor's collection fleet to be tested annually in the California Heavy Duty Inspection Program and shall submit verification to Town. Contractor shall not use any vehicle which does not pass such inspection.

**9.1.7. Equipment Maintenance** – Contractor shall maintain collection equipment in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in a condition satisfactory to Town.

Collection vehicles shall be painted white and vehicle striping and logos shall be painted Contractor's primary corporate color. Contractor shall repaint all collection vehicles during the term of this Agreement on a frequency necessary to maintain a positive public image as reasonably determined by the Town Manager. Contractor shall wash all collection vehicles at least once a week.

**9.1.8. Maintenance Log** – Contractor shall maintain a maintenance log for all collection vehicles.

The log shall at all times be accessible to Town upon the request of the Town Manager, and shall show, at a minimum, each vehicle's identification number, date of purchase or initial lease, dates of performance of routine maintenance and performance of additional maintenance, and description of additional maintenance performed.

**9.1.9. Back-up Equipment** – Contractor shall maintain sufficient back-up collection equipment to ensure uninterrupted collection service during the term of this Agreement.

## ARTICLE 10. DISPOSAL

### 10.1. Contractor's Responsibility

**10.1.1. Delivery of Materials** – All Mixed Compostable Material, Recyclable Materials, and Yard Trimmings that are collected separately by Contractor pursuant to this Agreement shall be delivered to permitted facilities selected by Contractor for processing and recycling. Contractor shall transport all Residue from processing Mixed Compostable Materials, Recyclable Materials, and Yard Trimmings to a permitted disposal facility as approved by Town.

**10.1.2. Compliance with Regulations** – Contractor shall observe and comply with all regulations in effect at the Town-designated disposal facility at the time Contractor transports and disposes of materials at the site. Contractor shall at all times while at the disposal facility operate according to safe industry practices.

**10.1.3. Contractor's Acknowledgment** – Contractor acknowledges that Town will not arrange for or pay for the disposal of Non-Recyclable and Non-Compostable items that are collected by Contractor or the residue from processing Mixed Compostable Materials, Recyclable Materials, and Yard Trimmings, or Bulky Goods. The disposal of all such collected materials is the sole responsibility of the Contractor.

## ARTICLE 11. MATERIALS PROCESSING

**11.1 Processing**– Contractor shall process all Mixed Compostable Materials, Recyclable Materials, and Yard Trimmings collected pursuant to this Agreement, and as outlined in EXHIBIT C, at a permitted Material Recovery Facility (MRF) and/or permitted Compost processing facility. Contractor shall provide Town a listing of the facilities being used pursuant to this Agreement, and update that listing whenever changes are made.

**11.2 Town Access to Processing Facilities** – Contractor shall ensure that Town's Representative has access to the processing facilities at reasonable times to inspect the materials collected pursuant to this Agreement.

**11.3 Diversion Credit** – Contractor shall, to the maximum extent practicable, collect and process the Mixed Compostable Materials, Recyclable Materials, and Yard Trimmings in a manner which will ensure that these materials will not be landfilled, and that the Town will receive credit toward the State diversion mandates under Applicable Laws. Contractor shall provide Town with reports containing all information necessary to document diversion achieved.

## ARTICLE 12. ADDITIONAL SERVICES

### 12.1. Customer Relations Services

**12.1.1. Contractor's Office** – Contractor shall maintain an office within thirty (30) miles of Town

Hall where Contractor shall be available during normal business hours for communication with Town Manager, other Town representatives, and the public.

**12.1.2. Local Telephone Number** – Contractor's principal office shall be accessible by a local telephone number (toll-free to Service Recipients) at least during the hours of 8:00 AM to 5:00 PM, Monday through Friday, except for Holidays. A telephone answering machine or service shall be available at all other times. The telephone number shall be listed under Contractor's name in the telephone directory including Woodside.

**12.1.3. Emergency Telephone Number** – Contractor shall maintain an emergency telephone number for use by Town when the listed telephone number is not attended. The emergency telephone number shall be available only to Town's Representative(s).

**12.1.4. Service Recipient Complaints and Inquiries** – During the hours of 8:00 AM to 5:00 PM, Monday through Friday, except for Holidays, Contractor shall maintain a Service Recipient response system. Contractor shall record in a log all complaints, including date, time, complainant's name and address if the complainant is willing to give this information, and nature and date and manner of resolution of complaint. Any such calls received via Contractor's answering service shall be recorded in the log not later than the following working day. This log shall be available for inspection by Town during Contractor's office hours. The log shall be in a format approved by Town. The record shall be maintained in accordance with the reporting and monitoring requirements of Article 13 and EXHIBIT G of this Agreement.

All incoming calls shall be answered within a maximum of four (4) rings. Any call "on-hold" in excess of 1 minute shall be switched to a message center where Contractor shall maintain information in a daily log to enable a customer service representative to return customer calls. Contractor shall attempt to respond to each call received or message left at least one time prior to 6:00 PM on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If Contractor is unable to reach the caller on the next working day, Contractor shall send a postcard to the caller on the second working day after the call was received, indicating that the Contractor has attempted to return the call. All attempts to contact the caller shall be recorded on the log kept by Contractor.

Contractor shall develop a system for Service Recipients to contact Contractor via the internet. At a minimum, the system shall provide residents and businesses information on services provided under this Agreement, provide the opportunity to leave comments about their services, and allow customers to pay their bills online.

**12.2. Community Relations Program** – Contractor shall be responsible for the activities described in the Outreach and Education sections of EXHIBIT C. Contractor shall submit to Town Manager a workplan for community relations activities to be implemented during each year of this Agreement.

**12.3. Containers** – Prior to January 1, 2020, Contractor shall purchase and receive delivery of a sufficient number of Mixed Compostable Materials, Recyclable Materials and Yard Trimmings Containers of the sizes necessary to meet the needs of Service Recipients under this Agreement. Containers will be appropriately labeled per the terms used in this Agreement (Mixed Compostable Materials, Recyclable Materials and Yard Trimmings); repurposed containers will be affixed with appropriate labels per the terms used in this Agreement (i.e., Mixed Compostable Materials, Recyclable Materials and Yard Trimmings). Details of Contractor's plan for right-sizing and distributing Mixed Compostable Materials, Recyclable Materials and Yard Trimmings Containers and determining each Service Recipient's preferred set-out location is detailed in EXHIBIT I.

Contractor shall maintain complete inventory and distribution records. Upon the expiration or earlier termination of this Agreement, the Mixed Compostable Materials, Recyclable Materials, and Yard Trimmings Containers, distributed to Residential Service Recipients, shall become the property of the Town.

**12.4. County Service Areas** – Contractor acknowledges that there are unincorporated areas of San Mateo County which are adjacent to areas within the jurisdiction of the Town of Woodside and are contiguous with Contractor's Service Area. In the event that Contractor desires to perform collection services in these areas, and commingle collected materials with those from Town collected under this Agreement, Contractor and Town will negotiate in good faith for the purpose of maintaining separate records of materials diverted and landfilled, and the costs associated with the collection arrangements.

Town shall have no obligation to allow Contractor to commingle materials from outside Town with Town materials. Contractor shall have no obligation to provide services to such County Service Areas under this Agreement.

**12.5. Emergency Services** - Contractor shall provide, or begin providing, emergency services within 24-hours of notification by Town. Emergency services are services beyond the services specified in this Agreement, which result from emergency conditions such as earthquakes. Payment for such emergency services is specified in Article 15.4.

#### **12.6. Disruption of Services**

**12.6.1. Substitute Collection** - If, at any time during the term of this Agreement, for a period of seventy-two (72) consecutive hours or more, Contractor fails for any reason to collect and remove Mixed Compostable Materials, Recyclable Materials and Yard Trimmings as required in this Agreement, Town may immediately, upon written notice to Contractor, cause such Mixed Compostable Materials, Recyclable Materials and Yard Trimmings to be collected and removed by whatever means available to Town. For so long as Contractor continues to collect fees from Service Recipients pursuant to Article 14.1, Contractor shall pay any and all costs incurred by Town for the provision of such substitute services.

**12.6.2. Use of Equipment** – In the event Contractor fails to collect and remove Mixed Compostable Materials, Recyclable Materials and Yard Trimmings as required in this Agreement, for a period of seventy-two (72) consecutive hours or more, Town, upon written notice to Contractor, may (but shall not be required to) take possession of and operate through its employees or any other properly licensed persons, any and all trucks and other equipment used by the Contractor for the collection and removal of Mixed Compostable Materials, Recyclable Materials and Yard Trimmings in the Franchise Area until such time, not to exceed one-hundred-twenty (120) days, as Contractor satisfies Town that it is ready, able and willing to comply with all the provisions of this Agreement. In this event, Contractor shall provide Town with driver route listings and necessary operational records. For so long as Contractor continues to collect fees from Service Recipients pursuant to Article 14.1, Contractor shall reimburse Town in full for any costs incurred by Town pursuant to this Article. Town shall indemnify and hold harmless Contractor from and against any damage to such equipment or liability to any third person injured or damaged as a result of Town's use or possession of such equipment, to the extent such damage or liability is not covered by insurance.

**12.6.3. Strike or Labor Dispute** – The parties hereby agree that in the event a strike or labor dispute occurs, this Agreement shall not terminate for the duration of the strike or labor dispute, provided that Contractor uses its best efforts to ensure that its obligations under this Agreement do not go unperformed for a period greater than seventy-two (72) hours (excluding week-ends). In order to ensure that its obligations under this Agreement are adequately performed, Contractor

may subcontract the performance of services required under this Agreement with entities not affiliated with Contractor. In the event that Town assumes responsibility for Mixed Compostable Materials, Recyclable Materials and Yard Trimmings handling services in Town, Contractor shall maintain an unobstructed entrance at its place of business which is not regularly used but which will be primarily reserved for use by Town while Town or its designated representative is collecting Mixed Compostable Materials, Recyclable Materials and Yard Trimmings. If the labor dispute or picketing blocks access to Contractor's place of business, Contractor shall receive no compensation for any time period in which it failed to collect and remove Mixed Compostable Materials, Recyclable Materials and Yard Trimmings in accordance with the provisions of this Agreement.

## ARTICLE 13. REPORTING REQUIREMENTS

**13.1. General Reporting Requirements** - Contractor shall maintain at all times a computerized database containing a complete file of Service Recipients coded by category, number or size of Mixed Compostable Materials, Recyclable Materials and Yard Trimmings Containers, and set-back distance charges. The file shall include the address of the collection location, and the addresses of the Service Recipient if it is different. The data base shall also contain sufficient fields to allow input of information for all fields listed in EXHIBIT B, entitled, "CUSTOMER DATABASE" which is attached to and incorporated in this Agreement. Contractor shall provide Town with a licensed version of the software and then current database. The database shall be compatible with Town systems and be accessible by Town at all times. Contractor shall cooperate with Town with respect to providing information relevant to this Agreement which is not specified in this Article 13.

Contractor shall submit reports as described in EXHIBIT G of this Agreement, entitled "REPORTING REQUIREMENTS."

**13.2. Transfer of Data** - The customer billing database shall be considered to be jointly owned by both the Town and the Contractor, and shall be made available to Town on request. Six months prior to the termination date of this Agreement, or within ten working days upon request by Town (up to three times during the term of the Agreement), the Contractor shall provide Town a complete listing of all billing accounts, level of service information and route maps. The listing of billing accounts and level of service information shall be provided on disk in software mutually agreed upon by both the Town and the Contractor.

**13.3. Submittal of Reports** - Contractor shall submit all reports required by this Article 13 and EXHIBIT G to:  
Town Manager, Town of Woodside, P.O. Box 620005  
Woodside, CA 94062

or to such other address as the Town Manager may designate in writing.

## ARTICLE 14. FRANCHISE FEES AND PAYMENTS

**14.1. Franchise Fee** - Contractor shall pay to Town a Franchise Fee in the amount of 7.7% of their gross receipts from all services provided under this Agreement. The Town may alter the amount of the Franchise Fee once a year as part of the Annual Rate Adjustment and any adjustments in the Franchise Fee shall be a direct pass-through in the Rates.

**14.2. Franchise Fee Payments** - Contractor shall remit the Franchise Fee to Town for all receipts of the prior month within 10 working days of the end of each month.

## ARTICLE 15. CONTRACTOR'S RATES

**15.1. Compensation for Services** - The Contractor's Initial Rates for services to Service Recipients are detailed in EXHIBIT A, entitled INITIAL SERVICE RATES, attached hereto and incorporated herein by this reference. The Contractor shall bill Residential Service Recipient accounts on a quarterly basis, and Commercial Service Recipient accounts on a monthly basis. The Contractor shall be responsible for billing the Service Recipients. Billings may be mailed to Residential Service Recipients not earlier than one month into the quarterly billing cycle. Payment will not be due sooner than one month from the billing date. Billings may be mailed to Commercial Service Recipients on the first day of the month in which service is to be provided, with the payment due not sooner than the tenth (10) day of the following month.

The Contractor may assess Service Recipients a fee of not more than 10% of the amount due for late payment of bills. The Town accepts no responsibilities for late payment or non-payment by any customer.

Contractor's Maximum Rates to Service Recipients shall be adjusted annually according to the formula in Article 15.2 of this Agreement. On or before April 1 of each year of this Agreement, Contractor shall present to Town the index on which the adjustments are to be calculated, and the proposed adjusted maximum rate. Town Council shall review this Rate Adjustment information and act to set an adjusted maximum rate pursuant to the provisions of this Article 15.

Notwithstanding any language to the contrary, no rate changes shall be implemented until all necessary approvals and legal authorizations have been obtained. Contractor agrees to use its best efforts to help obtain these approvals and legal authorizations.

**15.2. Annual Rate Adjustments** - Contractor's Rates to Service Recipients shall be adjusted annually, to adjust for the increased or decreased cost of living, by 100% of the change in the Consumer Price Index for All Urban Consumers for All Items for the area of San Francisco-Oakland-Hayward, CA. Rate of adjustment will be based on increases or decreases during the prior calendar year, but will apply to the following Town fiscal year (July 1 to June 30) to allow time to receive the indices, compute the necessary adjustment and have the Town Council approve the new rate prior to the billing cycle. On or before April 1 of each year of this Agreement, Contractor shall present to Town the indices on which the adjustments are to be calculated, and the proposed adjusted rate. Town Manager shall review this Rate Adjustment information and make a recommendation to the Town Council.

For the purposes of adjustment, the base rates shall be the Contractor's maximum rates in effect on January 1 of the year in which the adjustment is made. Each base rate shall be adjusted based on the changes in the index from the prior December to the December of the current adjustment year and shall include any changes in the Franchise Fee pursuant to subject Article 14.1.

**15.3. Special Rate Adjustments** – Any Town-directed changes in scope, a Change in Law, or other changes which cannot be foreseen, may be the basis for a special adjustment of the Contractor's Service Rates. Contractor may request a Special Rate Adjustment at any time. Impacts of customer cancellation of Drive-On or Walk-On services and/or migration from larger to smaller carts, at any time during the Agreement, and any associated reduction or loss in revenue shall not be considered a basis for any special rate adjustment. Special Rate Adjustments will be solely at the reasonable discretion of Town, based on the written request and documentation provided by the Contractor.

In the event Contractor requests a Special Rate Adjustment as a result of a Change in Law, Contractor shall have the burden of demonstrating to the reasonable satisfaction of the Town Manager that the failure of Town to adjust the rates will result in the Contractor incurring new and unanticipated costs or reduced revenues due to the Change in Law. The Contractor will have to demonstrate new and unanticipated costs or reduced revenues by allowing for the Town Manager or his/her designee review of financial statements and/or other supporting documentation

reasonably necessary to determine the impact of the change. Any resulting rate adjustment shall be subject to the approval of the Town Council and the provisions of Proposition 218. If a rate adjustment is not approved, Contractor may petition the Town Council to offset Contractor's increased costs using Franchise Fees or reducing other services provided under this Agreement.

**15.4. Emergency Services** - Town will pay Contractor for emergency services performed pursuant to Article 12.5 of this Agreement at the rate of One Hundred Twenty Dollars (\$125) per hour, which will be subject to the annual rate adjustment as provided in Article 15.

**15.5. Performance of Contractor** - It is the Town's intent that the collection services be of very high quality. As such the Town will assess an administrative or liquidated damage charge against the Contractor for the Contractor's failure to: collect wastes, divert sufficient materials to be in compliance with State and Federal Regulations, and operate equipment properly; or the costs of responding to problems, and other costs relating to failure of the Contractor to comply with all other aspects of this Agreement.

Town and Contractor agree that the following amounts represent a reasonable estimate of the amount of such damages, including the relationship of the sums to the range of harm to Town that reasonably could be anticipated, and the anticipation that proof of actual damages would be costly or inconvenient.

Contractor agrees to pay liquidated damages (not as a penalty) as set forth below:

**15.5.1.** For each failure to commence service to a new Service Recipient within seven (7) days of request.

**15.5.2.** For each failure to collect Mixed Compostable Materials, Recyclable Materials and Yard Trimmings which had been properly set-out for collection,

- For each failure to collect a missed set-out within 24 hours,
- For each failure to reasonably resolve a Service Recipient's complaint,
- For each failure to clean-up litter or spillage caused by Contractor,
- For each failure to have a vehicle or operator properly licensed,
- For each failure to repair damage caused by Contractor,
- For failure to maintain office hours as required,
- For each occurrence of collection during unauthorized hours (starting early or finishing late),
- For each occurrence of leaving Mixed Compostable Materials, Recyclable Materials and Yard Trimmings Containers in the street,
- For each calendar day a report is incomplete, inaccurate or late,
- For each occurrence of other similar incidents.

Damages will start at \$25.00 per incident, and may, at sole discretion of Town, increase in increments of up to \$50, to a maximum of \$500 per incident for repeated failure to perform any one condition as specified in this Agreement. Repeated failure to perform may lead to termination of this Agreement. Prior to assessing any liquidated damages, Town will give Contractor written notice of its intention to do so. The notice will include a brief description of the incidents and issues of non-performance.

Within ten (10) days of notification by Town, Contractor may submit a written appeal of the assessment of liquidated damages to Town, with an explanation of why the damages should not be assessed. The decision of the Town Manager shall be final. Contractor shall pay any liquidated damages within thirty (30) calendar days after they are assessed.

In such cases where damages may be determined, Contractor shall pay actual damages.

The Town's litter ordinance shall apply and be enforced against Contractor.

**15.6. Collection Services Reimbursement** - In the event Contractor fails to provide collection services as required under this Agreement and Town exercises its rights under Article 7.17, Contractor shall reimburse Town for any and all payments made or costs incurred by Town to effectuate such collection services plus an administrative fee in the amount of twenty-five percent (25%) of such payments or costs.

**15.7. Other Reimbursements** - In the event Contractor fails to perform any service required under this Agreement, such failure continues for five (5) calendar days after Town notifies Contractor of such failure to perform, and Town subsequently makes any payment or incurs any cost to perform the service required of Contractor, Contractor shall reimburse Town for any and all payments so made or costs so incurred by Town plus an administrative fee in the amount of twenty-five percent (25%) of such payments or costs.

**15.8. Resolution of Disputes Regarding Adjustments** - In the event a dispute arises with respect to the Annual Rate Adjustment described in Article 15.2, Contractor shall meet with the Town Manager and the parties shall make good faith efforts to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days, then at the request of either party the dispute shall be submitted to arbitration pursuant to this Article 15.8.

The dispute shall be heard by a three-member panel of arbitrators, one (1) member selected by Town, one (1) member selected by Contractor and the neutral chairperson selected by the first two panel members. Within fifteen (15) working days of the date that either party has notified the other party that the dispute has been submitted to arbitration, each party shall select one (1) member of the arbitration panel. If either party fails or refuses to select a member of the panel, the other party shall be entitled to an order from a court of competent jurisdiction appointing such panel member and shall be entitled to reasonable attorney's fees incurred for such action.

In the event the panel members selected by Town and Contractor are unable to agree upon a third arbitrator within thirty (30) calendar days after the selection of the second arbitrator, the parties shall request from the Judicial Arbitration and Mediation Service (JAMS) or its successor a list of five (5) arbitrators residing in California. The parties shall alternately strike names from the list until only one name remains. The arbitrator whose name remains shall be the chairperson of the arbitration panel.

The arbitration hearing shall be held in accordance with the Commercial Arbitration rules of JAMS and the decision of the arbitration panel shall be binding on the parties. Notwithstanding the above all discovery permitted in civil litigation in California shall be allowed.

Until a decision is rendered by the arbitration panel, the Rate Adjustment approved by Town Manager shall be in effect and resolution of disputed and arbitrated Rate Adjustments shall be retroactive to the date the disputed Rate Adjustment was originally intended become effective.

## ARTICLE 16. PERFORMANCE BOND

**16.1. Faithful Performance Bond** - Within ten (10) calendar days from the date the Town Council approves this Agreement and upon the commencement of each Agreement Year thereafter, Contractor shall procure and provide the Town with a fully prepaid surety bond, for at least the duration of such Agreement Year, to guarantee and assure the prompt and faithful performance of Contractor's obligations under this Agreement. Such bond shall be executed by a surety licensed and in good standing with the Department of Insurance in the State of California, and have a Best Company rating of A-10 or better. The bond shall name the Town of Woodside as obligee, shall provide at least thirty (30) calendar days prior notice of any cancellation, and shall be in the amount of

Three Hundred Thousand Dollars (\$300,000.00). The bond will continue in effect for a minimum of three months beyond term of the Agreement to allow for remediation of any damages.

The form of the bond and the surety are subject to the approval of the Town Manager and the Town Attorney. The bond will be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the Town. The Town reserves the right to reduce or waive this requirement at any time.

The condition of the performance bond shall be such that if Contractor shall well and truly perform the covenants, promises, undertakings and obligations contracted by Contractor to be performed under this Agreement, then the obligation of the bond shall be void; otherwise it shall remain in full force and effect. Said bond shall terminate and be canceled upon the completion of all of Contractor's obligations under this Agreement. Town will execute and deliver to Contractor or Contractor's surety company promptly upon Contractor's completion of all of Contractor's obligations under this Agreement such certificates or other documents as either of them may reasonably request for the purpose of terminating and canceling such performance bond.

**16.2. Town's Rights** - Town will have the right to draw against the faithful performance bond or the letter of credit in the event of a breach or default of Contractor or the failure of Contractor to perform fully any obligation under this Agreement. Within five (5) calendar days of receipt of notice from Town, Contractor shall renew or replace such sums of money as needed to bring the faithful performance bond or letter of credit current.

## ARTICLE 17. INSURANCE REQUIREMENTS

**17.1 Insurance Requirements** - Contractor shall procure prior to January 1, 2020 and maintain throughout the term of this Agreement insurance against claims for injuries to person or damages to property which may arise from or in connection with Contractor's performance of work or services under this Agreement. Contractor's performance of work or services shall include performance by Contractor's employees, agents, representatives and subcontractors.

Contractor shall maintain the coverages described in EXHIBIT J of this Agreement, entitled "INSURANCE REQUIREMENTS."

## ARTICLE 18. INDEMNIFICATION

**18.1. Indemnification and Hold Harmless** - Contractor, for and on behalf of itself and its agents, subcontractors, directors, officers, employees and representatives shall indemnify, defend and hold harmless Town, its officers and employees from and against any and all losses, liabilities, penalties, claims, demands, judgments, damages, actions or suits, of any and every kind and description, arising or resulting from any work or services performed by Contractor or its agents, subcontractors, directors, officers, employees, or representatives pursuant to this Agreement, or which results from their noncompliance with any laws respecting the collection, transportation, processing or disposal of solid wastes. Such indemnification and hold harmless shall include, but not be limited to, any allegation that Contractor, or its agents, subcontractors, directors, officers, employees or representatives, has breached an express or implied warranty of merchantability or fitness for particular use or any other warranty relating to the Recyclables collected pursuant to this Agreement and to any allegation that any of them has violated any license, copyright or other limitation on Contractor's use of any computer software in connection with Contractor's performance of services under this Agreement. The acceptance by Town of any work or services under this Agreement shall not operate as a waiver of such indemnification or hold harmless. Contractor shall further indemnify, defend and hold

harmless Town, its officers, employees and representatives for AB 939 compliance as more fully set forth in EXHIBIT J.

**18.2. Defense** - Upon the demand of the Town, Contractor shall defend Town, its officers and/or employees against any matter described in Article 18.1 of this Agreement. Town will have the right to disapprove Counsel chosen by Contractor. If Town in exercise of its reasonable discretion rejects the Counsel, Contractor shall provide acceptable Counsel.

**18.3. Exception** - Notwithstanding Articles 18.1 and 18.2, Contractor's obligation to indemnify, hold harmless and defend Town, its officers and employees shall not extend to any loss, liability, penalty, claim, demand, action or suit arising from acts or omissions constituting negligence or willful misconduct on the part of Town, its officers or employees.

**18.4. Damage by Contractor** - If Contractor's employees or subcontractors cause any injury, damage or loss to Town property, including but not limited to Town streets or curbs (excluding normal wear and tear), Contractor shall reimburse Town for Town's costs of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of Town to be indemnified by Contractor for any such injury, damage or loss. With the prior written approval of Town Manager, Contractor may repair the damage at Contractor's sole cost and expense.

**18.5. State Diversion Mandate** – Subject to the provisions of Article 15.3, Contractor agrees to operate collection and processing of recovered Recyclable Materials, Mixed Compostable Materials, Yard Trimmings and Bulky Goods to achieve the highest possible diversion from landfill to meet the requirements of current and future State mandates, including, but not limited to, CIWBM Act of 1989, AB 939, AB 341, AB 1594, AB1826 and SB 1383, and provide all of the necessary data and documentation for reporting to CalRecycle.

## ARTICLE 19. TERMINATION

**19.1. Contractor's Default** - Town may terminate this Agreement upon Contractor's default of any material duty or obligation of Contractor under this Agreement and Contractor's failure to cure such default within thirty (30) calendar days of Town's written notice to Contractor of such default. If the default is not capable of cure within said thirty (30) calendar days, Contractor shall provide written notice to Town together with a schedule of cure within fifteen (15) calendar days of Town's notice of default, shall begin action to cure the default within said thirty (30) calendar days, and shall diligently proceed to cure the default. Town may accept Contractor's schedule or cure, may make a written demand that Contractor cure the default within a time period set by Town, or may terminate this Agreement at the end of the thirty-day default period.

Town may terminate this Agreement upon Contractor's repeated failure to perform the duties or obligations of Contractor under this Agreement causing Town to assess administrative or liquidated damages charges under Article 15.5 of this Agreement, and Contractor's failure to cure such default. Contractor shall provide written notice to Town together with a schedule of cure within fifteen (15) calendar days of Town's notice of default, and shall diligently proceed to cure the default. Town may accept Contractor's schedule of cure, may make a written demand that Contractor cure the default within a time period set by Town, or may terminate this Agreement at the end of the thirty-day default period.

**19.2. Immediate Termination** - Town may terminate this Agreement immediately upon written notice to Contractor in the event Contractor fails to provide and maintain the performance bond as required by this Agreement, Contractor fails to obtain or maintain the insurance policies and endorsements as required by this Agreement, or Contractor fails to provide the proof of insurance as required by this Agreement.

**19.3. Bankruptcy or Insolvency of Contractor** - Town may terminate this Agreement immediately upon

written notice to Contractor upon the occurrence of any of the following and Contractor's failure to provide adequate assurance that any of the following can be removed within thirty (30) calendar days of Town's demand for such assurance: (1) the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Contractor; (2) Contractor's general assignment of its assets for the benefit of Contractor's creditors; (3) a court entry of any decree or order adjudging Contractor to be insolvent or bankrupt; (4) a court entry of any decree or order approving as properly filed a petition seeking reorganization of Contractor or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any State; or (5) a determination by the Town Manager, based upon a statement prepared by an independent certified public accountant mutually agreed upon by Contractor and the Town Manager, that there is a reasonable probability that Contractor's financial capability to perform this Agreement is impaired.

**19.4. Authority to Terminate** – The termination of this Agreement must be approved by the Town Council. Any termination of this Agreement under this Article 19 shall not relieve Contractor of the obligation to pay any fees, taxes, or other charges then due to Town nor relieve Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve Contractor from any claim for damages previously accrued or then accruing against Contractor. Town will pay to Contractor any amounts due to Contractor for the performance of services under this Agreement through the effective date of termination.

**19.5. Termination Cumulative** - Town's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement. Contractor shall pay all damages incurred by Town due to termination including, but not limited to, any additional cost Town or its residents incur, or which will be incurred prior to the expiration date of this Agreement, including any exercisable option of extension of this term.

## ARTICLE 20. GENERAL PROVISIONS

**20.1. Independent Contractor** - In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of Town. Contractor shall have exclusive control over the details of the services and work performed and over all persons performing such services and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to Town employees and Contractor expressly waives any claim it may have or acquire to such benefits.

**20.2. Law to Govern** - The law of the State of California shall govern the rights, obligations, duties and liabilities of Town and Contractor under this Agreement and shall govern the interpretation of this Agreement.

**20.3. Venue** - Any litigation between Town and Contractor concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of San Mateo County, State of California, to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

**20.4. Assignment** - The experience and expertise of Contractor are material considerations for this Agreement. Contractor shall not assign any of Contractor's rights nor delegate any of Contractor's duties under this Agreement. Any attempt to so assign Contractor's rights or delegate Contractor's duties shall be void and of no force or effect. Should the Contractor wish to assign any of Contractor's duties under this Agreement, Contractor must submit their request in writing, and proposal must be approved by Town Council prior to

implementation. Any attempted assignment shall be null and void and of no effect without prior Town Council approval.

**20.5. Successors and Assigns** - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior consent of the other party, which consent the Town may withhold at its sole discretion. Provided, further, that no assignment shall be valid and binding that endeavors to relieve the assigning party of any obligations to make payments that accrued prior to the date of assignment or for which the assignee has not affirmatively agreed, in writing, to assume all obligations of the assignor thereunder. Any dissolution, merger, consolidation, or other reorganization of Contractor or the sale or other transfer of a controlling percentage of the capital stock of Contractor shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 51% of the total combined voting power of all classes of Contractor's capital stock issued, outstanding, and entitled to vote for the election of director.

**20.6. Compliance with Law** - In the performance of this Agreement, Contractor shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the Municipal Code of Town.

Town will provide written notice to Contractor of any planned amendment to the Woodside Municipal Code which would substantially affect the performance of Contractor's services pursuant to this Agreement. Such notice shall be provided at least thirty (30) days prior to the Town Council's approval of such an amendment.

**20.7. Permits and Licenses** - Contractor shall obtain, and shall maintain throughout the term of this Agreement, all necessary permits, licenses and approvals required for Contractor to perform the work and services agreed to be performed by Contractor pursuant to this Agreement. Contractor shall show proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the Town Manager, including without limitations, a business license.

**20.8. Ownership of Written Materials** - All reports, documents, brochures, public education materials, and other written, printed or photographic materials developed by Town or Contractor in connection with the services to be performed under this Agreement, whether developed directly or indirectly by Town or Contractor, shall be and shall remain the property of Town without limitation or restriction on the use of such materials by Town. Contractor shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the Town Manager. This Article 20.8 does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

**20.9. Waiver** - The waiver by Town or Contractor of any breach or violation of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by Town of any fee, tax, or any other moneys which may become due from Contractor to Town will not be deemed to be a waiver by Town of any breach or violation of any term, covenant or condition of this Agreement.

**20.10 Notices** - Except as provided in Articles 13 and 17, all notices and other communications required, or which may be given under this Agreement shall be deemed given when deposited in the United States mail or when personally delivered to the parties as specified in this Article. In the case of a notice or communication by telefax, a written copy shall be mailed or personally delivered within the three days of the transmittal of the telefax. All notices or other communications sent by mail shall be sent postage prepaid to the address specified below:

To Town:  
Town Manager, Town of Woodside, P.O. Box 620005  
Woodside, CA 94062

Notices may be personally delivered to Town Hall at 2955 Woodside Road, Woodside.  
Town Manager can be reached by phone at (650) 851-6790, or by telefax at (650) 851-2195.

To Contractor:  
Co-CEO, GreenWaste Recovery, Inc.  
1500 Berger Drive  
San Jose, CA 95112

Either party may designate a different mailing address by providing notice to the other party as provided in this Article.

Notice by Town to Contractor of a missed pick-up, or a Service Recipient problem or complaint, may be given to Contractor orally through Contractor's local telephone number, with written confirmation sent to Contractor within twenty-four (24) hours of the oral notification, by email or by telefax.

**20.11 Transition to Next Contractor** - In the event Contractor is not awarded an agreement to continue to provide services following the expiration or earlier termination of this Agreement, Contractor shall cooperate fully with Town and any subsequent contractor(s) to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, databases, files and tapes; providing routing information, route maps, vehicle fleet information, and lists of Service Recipients; taking all actions necessary to transfer ownership of Mixed Compostable Materials Containers, Recyclable Materials Containers and Yard Trimmings Containers to Town; coordinating collection of materials set out in new collection containers if new containers are provided for a subsequent contract; and providing other reports and data required by this Agreement.

**20.12 Town Representative** - Except as otherwise provided in this Agreement, the Town Manager or her or his designee shall be authorized to act on behalf of the Town in the administration of this Agreement.

**20.13 Contractor's Records** - Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, Town may, by written request or demand of any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in Town Hall. Access to such records and documents shall be granted to any party authorized by

Contractor, Contractor's representatives or Contractor's successor-in-interest.

Contractor shall comply with and reasonably assist Town in complying with all public records requests and provide such information to the Town.

**20.14 Amendment** - This Agreement may be amended or modified only by written Agreement duly authorized by Contractor and the Town Council and executed by their authorized representatives.

**20.15 Paragraph Headings** - The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and will not affect the construction or interpretation of any of its provisions.

**20.16 Severability** - Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the duties or obligations of either party from those duties or obligations originally contemplated by this Agreement.

**20.17 Entirety** - This Agreement and the exhibits attached hereto represent the entire Agreement of Town and Contractor with respect to the services to be provided under this Agreement. No prior written or oral statement or proposal shall alter any term or provision of this Agreement.

**20.18 Nondiscrimination** - In performing the collection services hereunder, Contractor shall not discriminate against any person on the ground of race, sex, age, creed, color, religion or national origin.

**20.19 Drafting** - This Agreement, and each of the provisions hereof, have been reached as a result of negotiations between the parties and their respective attorneys. Each of the parties hereto expressly acknowledges and agrees that this Agreement shall not be deemed to have been prepared or drafted by any particular party and that the normal rule of construction is to the effect that any ambiguities are to be resolved against the drafting party or parties and shall not be employed in the interpretation of this Agreement.

**20.20 Attorney' s Fees** - In any legal action or proceeding brought for enforcement of this Agreement, the successful party shall be entitled to recover reasonable attorney' s fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

**20.21 Dispute Resolution -**

**20.21.1 Call for Mediation** - If the parties are unable to resolve a dispute arising under this Agreement in a cooperative manner, either party may call for mediation, as hereafter described. The party calling for mediation shall serve notice in writing upon the other party setting forth the question or questions to be mediated. The costs of mediation shall be borne equally by the parties.

**20.21.2 Mediation** - Within ten (10) days after delivery of the notice called for under Article 20.21.1, the parties shall select a mutually acceptable mediator from the Judicial Arbitration and Mediation Service (JAMS) or other mutually agreeable organization.

In the event the parties are unable to agree on a mediator, both parties shall provide two names of two proposed mediators and the mediator shall be selected randomly from the proposals. However, either side may reject the proposed mediator and JAMS will select another. Within ten (10) days thereafter the parties shall meet with the mediator in a good faith attempt to resolve their dispute. The parties shall continue to meet with the mediator until their dispute is resolved or the mediator indicates that he or she does not believe that further efforts are likely to result in a successful resolution at which time litigation may be commenced.

**20.22 Force Majeure** - Neither party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to a Force Majeure occurrence. A party claiming excuse under this Article must (i) have taken reasonable precautions, if possible, to

avoid being affected by the cause, and (ii) notify the other Party in writing as provided in Article 20.22.2.

**20.22.1. Obligation to Restore Ability to Perform**

Any suspension of performance by a party pursuant to this Article shall be only to the extent, and for a period of no longer duration, required by the nature of the event, and the Party claiming excuse shall use its best efforts to remedy its ability to perform as quickly as possible and to mitigate damages that may occur as result of the event.

**20.22.2 Notice**

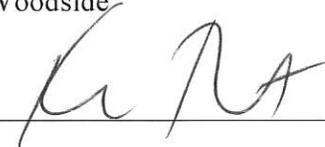
The party claiming excuse shall deliver to the other party a written notice of intent to claim excuse from performance under this Agreement by reason of Force Majeure. Notice required by this Article shall be given promptly in light of the circumstances, but in any event, not later than 5 (five) days after the occurrence of the event of Force Majeure. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted by the claimed event of Force Majeure, the expected length of time that the party expects to be prevented from performing, the steps which the Party intends to take to restore its ability to perform, and such other information as the other party reasonably requests.

**20.22.3 Town's Rights in the Event of Force Majeure**

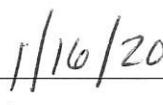
The partial or complete interruption or discontinuance of Contractor's services caused by an event of Force Majeure shall not constitute a Contractor default. Notwithstanding the foregoing: (i) if Contractor's failure to perform by reason of Force Majeure continues for a period of thirty (30) days or more uncured, Town shall have the right to immediately terminate this Agreement; and (ii) if Contractor's inability to Collect and transport solid waste continues for two (2) days or more from the date by which the Contractor gave or should have given notice under Article 20.22.2, Town may terminate this Agreement.

**WITNESS** the execution of this Agreement on the dates set forth below.

Town of Woodside

  
\_\_\_\_\_

Title

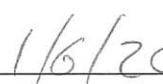
  
\_\_\_\_\_

Date

Contractor

  
\_\_\_\_\_

Name, Title Frank Weigel, CO-CEO

  
\_\_\_\_\_

Date

**EXHIBIT A: INITIAL RATES**

**RESIDENTIAL COLLECTION RATES - MONTHLY RECURRING SERVICES**

Cart Size	BASE SERVICES*	Cart Size	BLUE Cart Only Service	GREEN Cart Only Service
20-Gallon GRAY Cart	\$26.65	20-Gallon Cart	n/a	n/a
32-Gallon GRAY Cart	\$42.66	32-Gallon Cart	n/a	n/a
64-Gallon GRAY Cart	\$85.30	64-Gallon Cart	\$21.33	\$63.98
96-Gallon GRAY Cart	\$127.99	96-Gallon Cart	\$32.00	\$95.99

\*BASE SERVICES include two (2) 96-gallon BLUE Carts and either up to three (3) GREEN Carts (CURBSIDE FULL ACCESSIBILITY) or up to two (2) additional GRAY Carts for no additional charge (CURBSIDE LIMITED ACCESSIBILITY or ON-PREMISES), depending on service location. GREEN Carts must be placed CURBSIDE FULL ACCESSIBILITY for Collection. BASE SERVICE Rates for Eligible Lifeline/CARE Residential Service Recipients are charged at 85% and applicable to BASE SERVICES only.

**ADDITIONAL SERVICES**

Cart Size	GRAY Cart (Ea.)	BLUE Cart (Ea.)	GREEN Cart (Ea.)
20-Gallon Cart	n/a	n/a	n/a
32-Gallon Cart**	\$21.33	n/a	n/a
64-Gallon Cart***	\$42.65	n/a	n/a
96-Gallon Cart	\$64.00	\$6.40	\$32.00

\*\*Only available beyond 96-Gallon GRAY Cart Base Service.  
 \*\*\*Manure Service is provided in 64-gallon GRAY Carts.

**ON-PREMISES (DRIVE-ON Services)\*\*\*\***

Distance	DRIVE-ON Charge*****
11' - 100'	\$33.00
101' - 200'	\$66.00
201' - 300'	\$88.00
301' - 400'	\$110.00
401' - 500'	\$132.00

**ON-PREMISES (WALK-ON Services)\*\*\*\***

Distance	BASE SERVICE*****		EXTRA
	≤ 3 CARTS	4-5 CARTS	CART*****
11' - 25'	\$44.00	\$66.00	\$22.00
26' - 100'	\$88.00	\$132.00	\$44.00
Each Add'l 100'	\$88.00	\$132.00	\$44.00

\*\*\*\*GREEN Carts cannot be collected CURBSIDE LIMITED ACCESSIBILITY/ON-PREMISES  
 \*\*\*\*\*Includes GRAY Carts and BLUE Carts available as part of BASE SERVICE.  
 \*\*\*\*\*Applicable for each additional GRAY or BLUE Cart

**RESIDENTIAL COLLECTION RATES - MONTHLY NON-RECURRING SERVICES**

EXCESS SERVICES			BULKY ITEM SERVICES	
Material Type	Per Each Set-out	Set-out Equivalent	Service Description	Per Item Rate
Excess GRAY Material	\$10.67	32-gallon	Bulky Item Pick-up	\$50.00
Excess BLUE Material	\$0.53	32-gallon	Bulky Item (w/ Freon)	\$55.00
Excess GREEN Material	\$2.67	32-gallon		

**RESIDENTIAL ADDITIONAL MISCELLANEOUS CHARGES**

Account RE-START Fee – Administrative Fee	\$10.00	Account Reinstatement Fee
Cart RE-DELIVERY Fee – Delivery of Removed Cart(s)	\$30.00	Per Vehicle Trip
Cart DELIVERY/SWAP Fee – Beyond 1x Per Year	\$30.00	Per Vehicle Trip
Cart CLEANING/SWAP Fee	\$30.00	Per Vehicle Trip
Cart NON-SCHEDULED Collection Go-Back/Trip Fee	\$30.00	Per Vehicle Trip
COLLECTION Fee - Excess Services	\$3.00	Per Cart
LATE Fee – Periodic monthly rate on past due balances of 30-days or more.	1.5%	APR of 18%, minimum \$2.00 fee
Residential ENCLOSURE Fee (w/o lock)	\$5.00	Per Month, Per Enclosure
Residential ENCLOSURE Fee (w/ lock)	\$7.50	Per Month, Per Enclosure
Cart REPLACEMENT Fee – if damaged by customer.	\$60.00	Per Cart

Residential Service Drive-On Fees	January 1, 2020 Phase One Monthly Rate		April 1, 2020 Phase Two Monthly Rate		July 1, 2020 Fully Phased-In Monthly Rate	Per Unit or Event
	<i>Phase-In Rate for each Service Level</i>		<i>Phase-In Rate for each Service Level</i>		<i>Rates for all Service Levels</i>	
Drive-on Fee for Base Services (11' - 100')	20-Gallon: \$13.20	64-Gallon: \$19.80	20-Gallon: \$19.80	64-Gallon: \$26.40	\$33.00	Per Month
	32-Gallon: \$16.50	96-Gallon: \$23.10	32-Gallon: \$23.10	96-Gallon: \$29.70		
Drive-on Fee for Base Services (101' - 200')	20-Gallon: \$26.40	64-Gallon: \$39.60	20-Gallon: \$39.60	64-Gallon: \$52.80	\$66.00	Per Month
	32-Gallon: \$33.00	96-Gallon: \$46.20	32-Gallon: \$46.20	96-Gallon: \$59.40		
Drive-on Fee for Base Services (201' - 300')	20-Gallon: \$35.20	64-Gallon: \$52.80	20-Gallon: \$52.80	64-Gallon: \$70.40	\$88.00	Per Month
	32-Gallon: \$44.00	96-Gallon: \$61.60	32-Gallon: \$61.60	96-Gallon: \$79.20		
Drive-on Fee for Base Services (301' - 400')	20-Gallon: \$44.00	64-Gallon: \$66.00	20-Gallon: \$66.00	64-Gallon: \$88.00	\$110.00	Per Month
	32-Gallon: \$55.00	96-Gallon: \$77.00	32-Gallon: \$77.00	96-Gallon: \$99.00		
Drive-on Fee for Base Services (401' - 500')	20-Gallon: \$52.80	64-Gallon: \$79.20	20-Gallon: \$79.20	64-Gallon: \$105.60	\$132.00	Per Month
	32-Gallon: \$66.00	96-Gallon: \$92.40	32-Gallon: \$92.40	96-Gallon: \$118.80		

**COMMERCIAL COLLECTION RATES - MONTHLY RECURRING SERVICES**

**COMMERCIAL MIXED COMPOSTABLE MATERIALS Monthly Collection Rates**

Container Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	Additional Pick Up
32-Gallon	\$45.64	\$91.27	\$136.91	\$182.54	\$228.18	\$273.81	\$11.41
64-Gallon	\$91.24	\$182.48	\$273.72	\$364.96	\$456.20	\$547.45	\$22.81
96-Gallon	\$136.91	\$273.81	\$410.72	\$547.62	\$684.53	\$821.43	\$34.23
1-Cubic Yard Bin	\$202.05	\$332.23	\$468.17	\$609.91	\$757.53	\$911.06	\$50.51
2-Cubic Yard Bin	\$290.54	\$484.86	\$679.14	\$873.45	\$1,067.74	\$1,262.03	\$72.63
3-Cubic Yard Bin	\$387.70	\$679.14	\$970.56	\$1,262.03	\$1,553.49	\$1,845.97	\$96.92
4-Cubic Yard Bin	\$486.07	\$874.71	\$1,263.21	\$1,651.83	\$2,040.46	\$2,429.12	\$121.52
6-Cubic Yard Bin	\$565.38	\$1,035.44	\$1,512.51	\$1,975.61	\$2,445.69	\$2,915.80	\$141.35
8-Cubic Yard Bin	\$730.21	\$1,356.95	\$1,983.81	\$2,615.50	\$3,237.35	\$3,864.10	\$182.55
2 Cubic Yard Compactor	\$726.34	\$1,212.15	\$1,697.84	\$2,183.61	\$2,669.35	\$3,155.08	\$181.59
3 Cubic Yard Compactor	\$969.25	\$1,697.84	\$2,426.40	\$3,155.08	\$3,883.71	\$4,614.92	\$242.31
4 Cubic Yard Compactor	\$1,215.18	\$2,186.76	\$3,158.03	\$4,129.57	\$5,101.15	\$6,072.81	\$303.80

**COMMERCIAL YARD TRIMMINGS Monthly Collection Rates**

Container Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	Additional Pick Up
96-Gallon	\$68.45	\$136.91	\$205.36	\$273.81	\$342.26	\$410.72	\$17.11
2-Cubic Yard Bin	\$145.27	\$242.43	\$339.57	\$436.72	\$533.87	\$631.02	\$36.32

**COMMERCIAL PUSH/PULL Monthly Collection Rates**

Push/Pull Distance	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week	Additional Pick Up
Per Cart (10' - 25')	\$15.00	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	\$3.75
Per Cart (Ea. Add'l 25')	\$10.00	\$20.00	\$30.00	\$40.00	\$50.00	\$60.00	\$2.50
Per Bin (10' - 25')	\$45.00	\$90.00	\$135.00	\$180.00	\$225.00	\$270.00	\$11.25
Per Bin (Ea. Add'l 25')	\$30.00	\$60.00	\$90.00	\$120.00	\$150.00	\$180.00	\$7.50

**COMMERCIAL ADDITIONAL MISCELLANEOUS CHARGES**

Account RE-START Fee – Administrative Fee	\$10.00	Account Reinstatement Fee
Cart RE-DELIVERY Fee – Delivery of Removed Cart(s)	\$40.00	Per Vehicle Trip
Container DELIVERY/SWAP Fee – Beyond 1x Per Year	\$45.00	Per Vehicle Trip
Cart CLEANING/SWAP Fee	\$45.00	Per Vehicle Trip
Bin CLEANING/SWAP Fee	\$45.00	Per Bin
Cart NON-SCHEDULED Collection Go-Back/Trip Fee	\$40.00	Per Vehicle Trip
Bin NON-SCHEDULED Collection Go-Back/Trip Fee	\$40.00	Per Bin
One-Time ADDITIONAL COLLECTION - Collection Chrg	\$20.00	Per Collection
One-Time ADDITIONAL COLLECTION - Processing Chrg	25%	of the 1x/week collection
Non-Residential ENCLOSURE Fee (w/ Lock)	\$15.00	Per Collection
Non-Residential ENCLOSURE Fee (w/o Lock)	\$10.00	Per Collection
LOCKING BIN Installation Charge	\$50.00	Per Installation
Cart REPLACEMENT Fee – if damaged by customer.	\$60.00	Per Cart
Bin REPLACEMENT Fee – if damaged by customer.	25% - 50%	of current equivalent Bin cost based on extent of damage
LATE Fee – Applies on past due balances of 30-days or more	1.5%	Periodic monthly rate (APR of 18%, minimum \$2.00 fee)



## EXHIBIT B: CUSTOMER DATABASE

Contractor' s database shall, at a minimum, contain the following information:

- A. Service Recipient account number
- B. Service Recipient contact name
- C. Service Recipient account type (Commercial or Residential)
- D. Service Recipient address
- E. Service Recipient billing address (if different)
- F. Level of service (Mixed Compostables, Recyclables, and Yard Trimmings)
- G. Service location (where on the premises the collection occurs)
- H. Service route information (route number, day of week, approximate time of day)
- I. Service start date
- J. Service stop date

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### Mixed Compostable Materials, Recyclable Materials, and Yard Trimmings Collection and Processing Service for the Towns of Portola Valley and Woodside

#### Technical Proposal

---

- ✓ 1 Implementation Plan
- ✓ 2 Collection Services
  - ✓ 2.a Residential
  - ✓ 2.b Commercial
- ✓ 3 Additional Services
  - ✓ 3.a Town-wide Clean-Up Services
  - ✓ 3.b On-Call Cleanup Services
  - ✓ 3.c Services to Town Facilities
- ✓ 4 Collection Equipment & Operations
  - ✓ 4.a Collection Vehicles
  - ✓ 4.b Collection Containers
  - ✓ 4.c Operations and Maintenance Plan
  - ✓ 4.d Personnel and Worker Safety
- ✓ 5 Processing and Disposal
  - ✓ 5.a Recyclable Materials Processing
  - ✓ 5.b Mixed Compostable Materials Processing
  - ✓ 5.c Yard Trimmings Processing
  - ✓ 5.d Residue Disposal
- ✓ 6 Customer Service
- ✓ 7 Environmental Considerations
  - ✓ 7.a Processing and Associated Operations
  - ✓ 7.b Reuse Organization Support
  - ✓ 7.c Environmental Stewardship

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### 1 Implementation Plan

---

As the current service provider, GreenWaste Recovery, Inc. (GreenWaste) is already prepared to provide the unique suite of services requested. The primary goal of GreenWaste's Implementation Plan, above all else, is to minimize the potential for service interruptions and any inconveniences for Service Recipients and the Towns. GreenWaste will use existing personnel and resources to ensure that Service Recipients experience no interruption or confusion regarding their service.

#### Coordination & Collaboration with the Towns

GreenWaste will work with the Towns to determine the appropriate type and level of coordination during the development of the Implementation Plan. GreenWaste is dedicated to maintaining open, pro-active and straightforward communication with the Towns on all aspects of the Implementation Plan, including its mutually agreed-upon adaptation.

#### Management & Transition Team

GreenWaste ownership is committed to providing all resources available to ensure a seamless transition, supporting an all-hands approach of personnel and expertise. The Transition Team is fully supported by ownership, which also ensures the time dedicated to the transition does not affect their ability to continue providing the high level of service and performance expected of all GreenWaste employees.

**Frank Weigel (Co-Chief Executive Officer)** | Mr. Weigel will be involved with all aspects of discussions and negotiations leading up to the extension of the contract, and will interface with the equipment manufacturers.

**Tracy Adams (Co-Chief Executive Officer)** | Mr. Adams will be involved with all aspects of discussions and negotiations leading up to the extension of the contract, and will be involved in the integration of GreenWaste's accounting, customer service, operations, and outreach activities.

**Dave Tilton (Chief Financial Officer)** | Mr. Tilton will be directly involved in the financing of all equipment acquisitions, and in establishing costs for the Towns' contracts.

**Omar Lopez (Operations Manager)** | Mr. Lopez will work closely with Mr. Weigel to oversee equipment procurement, personnel training, regulatory compliance, and routing. Mr. Lopez will ensure seamless collection operations and maintenance activities are performed throughout the transition, and will oversee implementation of all new programs.

**Emily Hanson (Director of Business Development and Communications)** | Ms. Hanson will lead overall transition choreography, assist Mr. Weigel and Mr. Adams throughout contract negotiations, and work with Mr. Lopez during implementation to ensure timelines and milestones are met.

**Katelyn Lewis (Director of Sustainability and Strategy)** | Ms. Lewis will oversee public education and outreach program development and implementation, and coordinate with the Towns on community engagement and environmental considerations.

**Ricardo Lopez (GreenWaste Material Recovery Facility (MRF) Operations Manager)** | Mr. Lopez will oversee all contract compliance aspects of the MRF during the transition and over the term of the Agreement, including transportation, allocation, and tracking of all materials processed at the GreenWaste MRF.

**Valerie Chavez (Customer Service & Office Manager)** | Ms. Chavez will provide internal and outside resources and training opportunities, including software and telephone systems, to the all Customer Service Representatives (CSRs) servicing the Towns.

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### Training Programs

**Route Supervisors and Staff Training** | Existing staff will fulfill the requirements of this Agreement. Existing staff will participate in trainings associated with new and expanded collection services and will participate in ongoing refresher trainings to ensure they are well trained on all operational procedures related to this Agreement.

**Office & Billing Staff Training** | Existing staff will fulfill the requirements of this Agreement. Existing staff will participate in trainings associated with new and expanded collection services and will participate in ongoing refresher trainings to ensure the department staff is well trained on all office and billing procedures related to this Agreement. Office and billing staff are required to review and understand the portions of the Agreement pertaining to their job duties and are expected to quickly access information on rates and services. Additional trainings may be conducted on an as needed basis by GreenWaste personnel and/or outside consultants.

**Customer Service Training** | With over 25 years of experience in providing exemplary Customer Service, GreenWaste has designed an extensive and comprehensive training program for the Customer Service Team. At the end of the initial Customer Service Training Program, the Customer Service Supervisor and all CSRs will demonstrate proficiency in the use of the software and telephone systems, understand operational aspects of material collection and processing, and embrace and embody GreenWaste's core values and beliefs on customer service and employee satisfaction. CSRs will be trained on the specific provisions included in the Portola Valley and Woodside Agreements. Additional trainings may be conducted on an as-needed basis by GreenWaste personnel and/or outside consultants.

### Operations

The GreenWaste Operations and Administration Facilities in San Jose, which currently service the Towns, will continue to house all customer service, dispatch, maintenance, and office activities, and container, vehicle, and equipment storage. GreenWaste can accommodate all the required services from these existing facilities that are presently within one mile of each other. GreenWaste will be relocating and consolidating these Operations within one facility, expected by the end of 2019.

**Vehicle and Container Procurement** | Immediately following approval of this Agreement, GreenWaste will reserve the production slot for all collection vehicles and containers to provide services to the Towns. Confirmation of the production order and authorization to begin the build/assembly will coincide with the execution of this Agreement and all design specifications will be finalized and submitted to the manufacturers.

**Route Planning and Development** | GreenWaste will have any and all changes to existing routes planned prior to the commencement of service. GreenWaste will strive to minimize the impact on service days for Service Recipients. Route changes will primarily be related to new services, and GreenWaste will inform Service Recipients of these changes as they relate to their set-out procedures in advance of the changes becoming effective.

### Customer Service and Outreach

**Customer Service Call Center** | GreenWaste will continue to offer a comprehensive suite of options for Service Recipients to contact CSRs to discuss service questions or to inquire about billing. GreenWaste will offer multiple methods to contact Customer Service, including telephone, messaging and social media.

**Public Education and Outreach** | GreenWaste will provide accurate information and adequate notification to Service Recipients to inform them of new service offerings and will assure them that they will experience their usual uninterrupted service. GreenWaste will coordinate outreach efforts with the Towns in advance of the commencement of the new Agreement and through its implementation.

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

<b>Major Components &amp; Tasks of GreenWaste's Implementation Plan</b>				
Tasks	Start Date	End Date	Assigned To	Comments
Contract Negotiations	March – September 2019		F. Weigel T. Adams E. Hanson K. Lewis	✓ GreenWaste will negotiate in good faith with the Towns.
Agreement Execution	November 2019		F. Weigel	✓ Estimated execution date.
<b>Operations</b>				
Vehicle Procurement	November 2019	November 2020	F. Weigel O. Lopez	✓ Secure production slot. ✓ Track production progress to ensure timely delivery.
Container Procurement	November 2019	January 2020	F. Weigel O. Lopez	✓ Reserve production capacity from vendors and update quantities. ✓ Container staging, preparation, painting, labeling, etc.
Route Planning & Development	September 2019	March 2020	O. Lopez Supervisors	✓ Train collection drivers on new routes, if applicable.
Container Distribution	January 2020	May 2020	O. Lopez Supervisors	✓ Distribute Containers based on Service Recipients' selections ✓ Adapt Containers during soft-rollout
<b>Personnel</b>				
Training	September 2020	July 2020	T. Adams O. Lopez B. Cristina	✓ GreenWaste policy & procedures. ✓ Job specific trainings.
<b>Administration</b>				
Customer Service, Billing & Database	September 2019	July 2020	T. Adams V. Chavez	✓ Update the already-installed and in-use Tower system, as needed.
<b>Public Education &amp; Outreach</b>				
Develop & Finalize Transition Plan	September 2019	March 2020	K. Lewis Z. Atayde	✓ Develop and finalize Public Education & Outreach Transition Plan and schedule.
Collateral Development	September 2019	June 2020		✓ Scope and complete collateral. ✓ Finalize and print all outreach materials.
Community Education & Outreach	October 2019	June 2020		✓ Conduct community outreach, meet with homeowners' associations, etc.
Website	October 2020	June 2020		✓ Update the Towns sections of the GreenWaste website.

See Exhibit I for detailed New Program Rollout Plan.



## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### 2 Collection Services

Mixed Compostable Materials, Yard Trimmings and Recyclable Materials collection service will be provided to Service Recipients on a Monday – Friday schedule between 8 a.m. and 5 p.m., except up to three (3) times annually when Holiday collection may require services be provided on Saturday.

#### 2.a Residential

GreenWaste will offer Mixed Compostable Materials, Yard Trimmings and Recyclable Materials Collection Services to all Residential Service Recipients as summarized in the table below:

<b>Residential Collection Services</b>	
<b>Base Services Provided to All Residential Service Recipients</b>	
Mixed Compostable Materials – One (1) 20-, 32-, 64- or 96- Gallon Cart	✓
Recyclable Materials – Up to Two (2) 96-gallon or 64-gallon Carts	✓
Yard Trimmings – Up to Three (3) 96-Gallon or 64-gallon Carts (Curbside set-out location) *or* Add'l Mixed Compostables – Two (2) 96-Gallon or 64-gallon Carts (Curbside Limited Accessibility Streets or On-Premises set-out location)	✓
<b>Additional Services Provided for No Additional Charge</b>	
Smaller Recyclable or Yard Trimmings Carts – 64-Gallon	✓
Curbside Motor Oil & Filter Collection	✓
Curbside Household Battery Collection	✓
Curbside Christmas Tree Collection	✓
Curbside On-Call Clean-Up Services – Two (2) Per Year	✓
<b>Additional Services Available for an Additional Charge</b>	
Additional Mixed Compostable Materials Carts	\$
Additional Recyclable Materials Carts	\$
Additional Yard Trimmings Carts	\$
Yard Trimmings Cans	\$
Walk-on Service	\$
Drive-on Service	\$
Collection of Additional Curbside Bulky Item/Reusable Materials	\$

GreenWaste will provide all Residential Service Recipients with weekly Base Services that includes Curbside collection of Mixed Compostable Materials, and Recyclables and separate collection of Yard Trimmings where applicable. Yard Trimmings will be included with Mixed Compostable Materials collection for Service Recipients along Limited Accessibility Streets and On-Premises Service Recipients. Additional services are offered as described in this section. GreenWaste-provided Collection Containers will be offered in the following sizes, with options for additional Containers and/or sizes available, as detailed in the table below.



## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

Residential Carts or Cans			
	Mixed Compostable Materials	Recyclables	Yard Trimmings
20-Gallon	\$	-	-
32-Gallon	\$	-	-
64-Gallon	\$	✓	✓
96-Gallon	\$	*✓	*✓
Additional Cart(s)	\$ (64-gallon and 96-gallon)	\$ (96-gallon)	\$ (96-gallon, 32-gallon cans)
32-Gallon Can	-	-	\$
✓ ~ Offered	\$ ~ Fee or Additional Fee		
- ~ Not Offered	* ~ Default Size		

### Base Service Program

- **Base Service** | As part of Base Services, all Residential Service Recipients will repurpose their grey or black Garbage Cart into a Mixed Compostable Materials Cart (or receive a Cart if one is not currently onsite) and may request or continue to use up to two (2) 96-gallon Recyclable Materials Carts and up to three (3) 96-gallon Yard Trimmings Carts for Curbside set-out locations along Full Accessibility Streets or two (2) Additional Mixed Compostable Materials Cart for Curbside set-out locations along Limited Accessibility Streets and/or On-Premises set-out locations for no additional charge.
  - ✓ **Base Service Location** | The service location included in Base Services is Curbside for Yard Trimmings Carts (for Service Recipients along Full Accessibility Streets), Mixed Compostable Materials Carts and Recyclable Materials Carts; located within zero (0) feet to ten (10) feet of the Curbside or Limited Accessibility Street.
  - ✓ **Service Day** | Service of Mixed Compostable Materials, Yard Trimmings and Recyclable Materials will occur on the same day of the week, as determined by GreenWaste.
  
- **Special Services – Recurring Compulsory** | Residential Service Recipients with property access in locations along Limited Accessibility Streets can only be accessed by smaller collection vehicles, where standard collection vehicles that collection Yard Trimmings cannot traverse. Therefore, in lieu of Yard Trimmings Service, where Service Recipients would normally receive up to three (3) Yard Trimmings Carts for no additional charge, these Service Recipients will instead receive supplementary Mixed Compostable Materials Service and will be provided with up to two (2) Mixed Compostable Materials Carts as part of their Base Services package.
  - ✓ **Limited Accessibility Streets** | Limited Accessibility Streets are streets where Residential Service Recipients' Curbside set-out locations can only be accessed by a smaller collection vehicle. Curbside Service on a Limited Accessibility Street means collection on a Limited Accessibility Street where service is provided to three (3) or more Residential Service Recipients receive collection services. Collection services for these service locations is only available for Mixed Compostable Materials Carts and Recyclable Materials Carts. Yard Trimmings Carts will not be provided as they cannot be collected at these locations.
  
- **Special Services – Recurring Optional** | Residential Service Recipients that would like collection service to occur beyond ten (10) feet of the accessible road, where the collection vehicle must traverse privately owned property, or where Carts are in enclosures prior to collection, will need to subscribe to Recurring Special Services as described below for an additional charge.
  
- **Additional Services – Recurring Optional** | Residential Service Recipients that wish to subscribe to greater than the allotment of Carts that comprise Base Services will need to subscribe to Additional Cart Services as described below for an additional charge.

④

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

- ✓ **Additional Mixed Compostable Carts** | Mixed Compostable Materials Carts in excess of the one (1) provided as part of Base Services for Curbside Service Recipients and the three (3) provided for Curbside Limited Accessibility and On-Premises Service Recipients will have an associated service charge that is discounted by fifty-percent (50%) from the Base Service rate volume equivalent and does not include additional Recyclable Materials Carts or Yard Trimmings Carts/Mixed Compostable Materials Carts. Additional Mixed Compostable Materials Carts are available in 64- and 96-gallon sizes only.
- ✓ **Additional Recyclable Materials Carts** | Recyclable Materials Carts in excess of the two (2) available as part of Base Services will have an associated service charge. Additional Recyclable Materials Carts are available in 64- and 96-gallons size only.
- ✓ **Additional Yard Trimmings Carts** | Yard Trimmings Carts in excess of the three (3) available as part of Base Services for Full Accessibility Service Recipients receiving Curbside collection will have an associated service charge. Additional Yard Trimmings Containers are available in 64- and 96-gallon Carts and 32-gallon Cans only.
- ✓ **Additional Discounted Mixed Compostable Materials Carts** | Mixed Compostable Materials Carts in excess of the one (1) provided as part of Base Services for Service Recipients paying for On-Premise Drive-On and/or Walk-On Service will have an associated service charge that is discounted by an additional twenty-five percent (25%) from the already-discounted "Additional Mixed Compostable Materials Carts" rate described above and these additional Mixed Compostable Materials Carts similarly do not include additional Recyclable Material Carts or Yard Trimmings Carts/Mixed Compostable Materials Carts. Additional Mixed Compostable Materials Carts are available in 64- and 96-gallon sizes only.
- ✓ **Additional or Alternative Containers** | Recyclable Materials and Yard Trimmings Carts in excess of the number of Carts provided as part of Base Services and Yard Trimmings Cans rather than or in addition to Yard Trimmings Carts will have an associated service charge.
- ✓ **On-Premise Drive-on Service** | Drive-on Service occurs when the collection vehicle must leave the accessible roadway and traverse or travel onto narrow roads or otherwise privately owned property that provides shared access to up to two (2) Service Recipients, private property, including streets and driveways, and where the truck is able to safely drive within ten (10) feet of the Container(s) to be serviced. Drive-on services are charged by distance only as determined by measuring the one-directional distance between the closest Full Accessibility or Limited Accessibility Street and the actual Container set-out locations or the furthest point that a collection vehicle can drive if Walk-on Service is also provided. Charges are independent of the size or number of Carts. Drive-on service is only available for Mixed Compostable Materials Carts and Recyclable Materials Carts, Yard Trimmings Carts must be placed Curbside along Full Accessibility Streets. If a Service Recipient requires this service due to a unique service location, or if a Service Recipient requests this service as a preference, they will need to subscribe to Drive-on Service and pay the associated rate.
- ✓ **On-Premise Walk-on Service** | Walk-on service occurs when the collection vehicle is not able to drive within ten (10) feet of the container(s) to be serviced and the driver must retrieve each container(s) from the set-out location, bring the container(s) to the vehicle for service and return the container after service. Walk-on services are charged by distance and number of Carts being serviced, as determined by measuring the distance between the location where the collection vehicle stops and the driver dismounts and the location where the Containers are located. If Walk-on Services are provided to Containers that are in more than one location and the one-directional distance is different between set-out locations, Walk-on Services will be charged based on the distance for each Container. If a Service Recipient requires this service because of a

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

unique service location or requests this service as a preference, they will need to subscribe to Walk-on Service and pay the associated rate.

- ✓ **On-Premise Drive-on/Walk-on Service** | Drive-on service may be combined with Walk-on Service where the collection vehicle must both leave the public right-of-way and traverse or travel onto private property and the driver must dismount the vehicle because the truck is not able to drive within ten (10) feet of the Container(s) to be serviced. If a Service Recipient requires combined Drive-on/Walk-on service because of a unique service location or requests this service as a preference, they will need to subscribe to both Drive-on and Walk-on services and pay the associated rates, where the rate for each individual service (or services) will be added together.
- ✓ **Enclosure Service** | Enclosure Service occurs when a Service Recipient leaves their Carts inside an enclosure and the driver must retrieve Carts from an enclosure and return Carts to an enclosure after service. Enclosure service includes unlocking/locking enclosures. Enclosure Service charges may apply to Curbside collection or be combined with Walk-on Service and/or Drive-on Service and a separate charge applies for each enclosure. If a Service Recipient requires this service because of a unique service location or requests this service as a preference, they will need to subscribe to Enclosure Service and pay the associated rate.

### Collection Service Standards

- **Standard Collection Methodology** | Due to the unique geography and topography of the Towns of Portola Valley and Woodside, and expressed preference by Service Recipients for On-Premises collection, GreenWaste will provide both Curbside collection for Mixed Compostable Materials, Recyclable Materials and Yard Trimmings along Full Accessibility Streets and both Curbside collection along Limited Accessibility Streets and On-Premise collection options for Mixed Compostable Materials and Recyclable Materials, with On-Premise collection carrying an additional charge. GreenWaste will collect Mixed Compostable Materials and Recyclables in either single or a dual-compartment semi-automated side-loader vehicle. The dual-compartment vehicles will perform On-Premise Service, where Recyclables will be collected and stored in one segregated compartment of the collection vehicle and Mixed Compostable Materials will be collected in the other segregated compartment of the collection vehicle. Yard Trimmings will be collected one of two ways:
  - ✓ **Curbside along Full Accessibility Streets:** GreenWaste will collect Yard Trimmings set out for collection Curbside along Full Accessibility Streets in a Yard Trimmings Cart or Can using a single-compartment rear-load vehicle.
  - ✓ **Curbside along Limited Accessibility Streets and On-Premises:** Yard Trimmings set out Curbside along Limited Accessibility Streets or On-Premises must be within the Gray or Black Cart and will be collected and handled as Mixed Compostable Materials and processed at the GreenWaste MRF to separate the materials.
- **Service Days** | GreenWaste will provide regular, scheduled collection of Mixed Compostable Materials, Yard Trimmings and Recyclable Materials from each Residential Service Recipient in the Towns on a once-per-week basis, Monday through Friday, except following the three (3) proscribed Holidays (New Year's Day, Thanksgiving and Christmas) when Saturday service will be required. GreenWaste will collect Mixed Compostable Materials from the Service Recipient on other than the normal day of service when that Service Recipient has called and made arrangements with GreenWaste to provide the extra service. Such service will be subject to an extra charge.
- **Overages/Excess Service Program** | For overages/excess of all material types, Service Recipients will be charged in 32-gallon increments and Customer Service will charge the Service Recipient accordingly. Service Recipients must call in the service request at least 24 hours in advance of their regular service day. In the event the number of bags

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

left out by the Service Recipient exceeds the number of bags on the driver's work order, the driver may either leave additional bags uncollected and leave a non-collection notice or collect the additional bag(s) and call in the overage to Customer Service who will initiate an additional charge to the Service Recipient's account. Service Recipients may also place a standing order on their account that denotes they are pre-authorizing being charged for the collection of any and all overages set out at their regular set-out location whether they called in the service or not. Service Recipients who have placed standing orders may remove such standing orders at any time.

### Residential Mixed Compostable Materials Collection

GreenWaste will provide all Residential Service Recipients with weekly Curbside and/or On-Premise Mixed Compostable Materials collection service in Carts provided by GreenWaste. Base Services include one (1) 20-, 32-, 64 or 96-gallon Mixed Compostable Materials Cart collected Curbside. Service Recipients with Curbside Limited Accessibility Service and Service Recipients setting out at On-Premise service locations will also receive up to two (2) additional 96-gallon (or 64-gallon upon request for safety or space concerns) Mixed Compostable Materials Carts (in place of Yard Trimmings Carts). GreenWaste will also offer additional 64- and 96-gallon Mixed Compostable Materials Carts upon request for an additional charge. GreenWaste will deliver different size or additional Mixed Compostable Materials Carts within one week of a Service Recipient's request.

- **Mixed Compostable Materials Overages Program** | Service Recipients that have extra Mixed Compostable Materials for collection or Mixed Compostable Materials that exceed the weight limit and/or capacity of Mixed Compostable Materials Cart(s) provided or subscribed, may take advantage of GreenWaste's Mixed Compostable Materials Overages Program. GreenWaste will collect extra Mixed Compostable Materials, placed next to the Mixed Compostable Materials Cart(s) in 32-gallon bags for an additional charge.
- **Mixed Compostable Materials Collection & Processing** | Mixed Compostable Materials will be collected in a single or dual-compartment semi-automated side-loader vehicle. GreenWaste will transport all Mixed Compostable Materials collected to the GreenWaste Materials Recovery Facility (MRF) in San Jose, CA and will follow the processing methodology described in **Section 5 | Processing and Disposal**.

**Manure Collection** | GreenWaste understands the prevalence of horse-related facilities in the Towns. As such, GreenWaste will offer collection of manure as a Mixed Compostable Material in 64-gallon Carts.

### Residential Recyclable Materials Collection

GreenWaste will provide all Residential Service Recipients with weekly Curbside, or On-Premises Recyclable Materials collection service in Carts provided by GreenWaste on the same day of the week that GreenWaste performs Mixed Compostable Materials Collection services. The Base Service package includes two (2) 96-gallon (or 64-gallon upon request for safety or space concerns) Recyclable Materials Carts collected Curbside for no additional charge. GreenWaste will also offer additional 64-gallon and 96-gallon Recyclable Materials Carts upon request for an additional charge. GreenWaste will deliver a different size Recyclable Materials Cart or additional Recyclable Materials Carts within one week of a Service Recipient's request. Recyclable Materials will be collected from Recyclable Materials Cart(s) placed adjacent to the Mixed Compostable Materials Cart(s).

- **Recyclable Materials Overages Program** | Service Recipients that have extra Recyclable Materials for collection or Recyclables that exceed the weight limit and/or capacity of the provided Recyclable Materials Cart(s) provided or subscribed, may take advantage of GreenWaste's Recyclable Materials Overages Program. GreenWaste will collect extra material, placed next to the Recyclable Materials Cart(s) in 32-gallon clear or translucent bags for an additional charge.
- **Recyclable Materials Collection & Processing** | Recyclable Materials will be collected in its own separate compartment in single or dual-compartment semi-automated side-loader vehicles. GreenWaste will transport all

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

Recyclable Material collected to the GreenWaste MRF in San Jose, CA and will follow the processing methodology described in [Section 5 | Processing and Disposal](#)

For a complete list of materials accepted under the Recyclable Materials Collection Program, please refer to [Section 5 | Processing and Disposal](#).

Additional Material that will be accepted under the GreenWaste Recyclable Materials Collection program include:

- ✓ [Used Motor Oil and Filter Collection](#) | GreenWaste will collect used motor oil (in plastic containers with a screw on lid only) and filters (in sealed plastic bags only) from Residential Service Recipients. The Residential Service Recipient will be instructed to place oil and filter adjacent to their Recyclables Cart for Collection on their regularly scheduled collection day.
- ✓ [Household Battery and Compact Fluorescent Light Bulb Collection](#) | GreenWaste will collect used dry cell household batteries and compact fluorescent light bulbs set out in a sealed, reusable clear zipper type bag on top of the Recyclables Cart, at no additional cost to the Residential Service Recipient.

### Yard Trimmings Collection

GreenWaste will provide all Residential Service Recipients with weekly Curbside Yard Trimmings collection service in Carts or Cans provided by GreenWaste on the same day of the week that GreenWaste performs Mixed Compostable Materials Collection services – Yard Trimmings collection service is not provided on Curbside Limited Accessibility Streets or On-Premise. The Base Service package includes three (3) 96-gallon Yard Trimmings Carts collected Curbside for no additional charge. GreenWaste will also offer 64-gallon Yard Trimmings Carts and 32-gallon Yard Trimmings Cans upon request. GreenWaste will deliver a different size Yard Trimmings Cart or additional Yard Trimmings Carts or Cans within one week of a Service Recipient's request. Yard Trimmings will be collected Curbside only from GreenWaste provided Yard Trimmings Cart(s) or Can(s).

- [Yard Trimmings Overages Program](#) | Service Recipients that have extra Yard Trimmings for collection or Yard Trimmings that exceed the weight limit and/or capacity of the Yard Trimmings Carts or Cans provided by GreenWaste, may take advantage of GreenWaste's Yard Trimmings Overages Program. GreenWaste will collect extra material, placed Curbside, next to the Yard Trimmings Cart(s), Can(s) or personal cans.
- [Yard Trimmings Collection & Processing](#) | Yard Trimmings will be collected Curbside in a single-compartment rear-loader vehicle. GreenWaste will transfer all Yard Trimmings Collected to the GreenWaste Materials Recovery Facility (MRF) in San Jose, CA for subsequent processing at Z-Best Composting Facility in Gilroy, CA and will following the processing methodology described in [Section 5 | Processing and Disposal](#).

[Christmas Tree Collection](#) | As part of the Yard Trimmings Collection Program, GreenWaste will collect, on the normal Yard Trimmings Collection schedule, all unadorned and unflocked Christmas trees which are set out Curbside between December 26 and January 25 of each year for the term of this Agreement.

### 2.b Commercial

GreenWaste will offer Mixed Compostable Materials, Yard Trimmings and Recyclable Materials collection services to all Commercial Service Recipients. Collection services for Commercial Service Recipients are detailed in the table below:

<b>Commercial Collection Services</b>	
<a href="#">Mixed Compostable Materials</a>	✓
<a href="#">Recyclable Materials</a>	✓
<a href="#">Yard Trimmings</a>	✓



## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

GreenWaste will provide all Commercial Service Recipients with at least once weekly collection service for Mixed Compostable Materials, Yard Trimmings and Recyclable Materials. GreenWaste will make it a priority, however, to adjust service levels of Commercial Service Recipients to the least number of days per week, to reduce total vehicle miles traveled, minimize traffic impacts and limit the total number of trips taken. Collection Containers may be offered in various sizes and quantities, as detailed in the following table.

Commercial Containers			
	Mixed Compostable Materials	Recyclable Materials	Yard Trimmings
64-Gallon	✓	✓	✓
96-Gallon	✓	✓	✓
1-8 cubic yard Bins	✓	✓	1-2 cubic yard only
✓ ~ Offered			

### Collection Service Standards

- **Standard Collection Methodology** | Due to the limited number of Commercial Service Recipients in Portola Valley and Woodside, Commercial materials may be co-collected with Residential materials and/or material from neighboring jurisdictions (i.e. Woodside and Los Altos Hills). If the Commercial Service Recipient is subscribed to Cart service, the material may be collected with Residential material of the same material type. If the Commercial Service Recipient is subscribed to Bin service, the material may be collected with Commercial material from neighboring jurisdictions according to a methodology approved by the Town Manager(s).
- **Collection Vehicle** | GreenWaste will operate single and dual-compartment semi-automated side-loader vehicles, front-loader and rear-loader vehicles, depending on the type of Containers being utilized by the Commercial Service Recipients. The various types of vehicles allow GreenWaste versatility in addressing potentially restrictive Collection circumstances, or premises requiring accommodation. For additional details on collection vehicles, please find [Section 4.a | Collection Vehicles](#).
- **Service Days** | GreenWaste will provide collection of Mixed Compostable Materials, Yard Trimmings and/or Recyclable Materials from Commercial Service Recipients at least once-per-week, Monday through Friday schedule between 8 a.m. and 5 p.m., except up to three (3) times annually when Holiday collection may require services be provided on Saturday.

### Commercial Mixed Compostable Materials Collection

GreenWaste will provide appropriate Mixed Compostable Materials Containers to each Commercial Service Recipient and collection will be made from Mixed Compostable Materials Containers placed at the point of collection selected by the Commercial Service Recipient. Additional charges may be imposed for Containers that are not immediately accessible by automated or semi-automated collection vehicles or for rear-load Bins that are placed out for collection greater than 25 feet away from the closest location that a rear-load vehicle can gain access to the rear-load Bins.

- **Mixed Compostable Materials Processing** | GreenWaste will transport all Mixed Compostable Materials Collected to the GreenWaste Materials Recovery Facility (MRF) in San Jose, CA and will follow the processing methodology described in [Section 5 | Processing and Disposal](#).

### Commercial Recyclable Materials Collection

GreenWaste will provide Recyclable Materials collection services to all Commercial Service Recipients that subscribe to Mixed Compostable Materials service. GreenWaste will collect Recyclable Materials from each Commercial Service Recipient at the



## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

point of collection selected by the Commercial Service Recipient. Additional charges may be imposed for Containers that are not immediately accessible by automated or semi-automated collection vehicles or for rear-load Bins that are placed out for collection greater than 25' away from the closest location that a rear-load vehicle can gain access the rear-load Bins.

- **Recyclable Materials Processing** | GreenWaste will transport all Recyclable Materials Collected to the GreenWaste Materials Recovery Facility (MRF) in San Jose, CA and will follow the processing methodology described in **Section 5 | Processing and Disposal**.

### Commercial Yard Trimmings Collection

GreenWaste will offer source-separated Yard Trimmings Collection Service for Commercial Service Recipients that produce and separate Yard Trimmings for collection. GreenWaste will offer 64- and 96-gallon Carts, as well as 1- and 2-yard bins for the collection of Yard Trimmings. GreenWaste will collect Yard Trimmings from subscribing Commercial Service Recipients at the point of collection selected by the Commercial Service Recipient. Additional charges may be imposed for Containers that are not immediately accessible by automated or semi-automated collection vehicles or for rear-load Bins that are placed out for collection greater than 25' away from the closest location that a rear-load vehicle can gain access to the rear-load Bins.

- **Yard Trimmings Processing** | GreenWaste will transport all Yard Trimmings collected to the GreenWaste MRF in San Jose, CA. At the MRF, the material will be processed into two categories, 1) processed yard waste fines, and 2) other processed yard waste "overs". The material will then be transferred to Z-Best Composting Facility in Gilroy, CA for processing, and will follow the processing methodology described in **Section 5 | Processing and Disposal**.



## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### 3 Additional Services

---

The following section details the additional services GreenWaste will provide Residential and Commercial Service Recipients. The services included herein bolster GreenWaste's presence in the community and provide the opportunity to offer Residential and Commercial Service Recipients a comprehensive and full suite of waste services, as outlined in the Franchise Agreement.

#### 3.a Town-Wide Clean-Up Services

GreenWaste will continue to provide Town-wide clean-up services to all Residential Service Recipients, prioritizing reuse, diversion, and customer convenience. GreenWaste has been providing the Town-wide clean-up service under the current Franchise Agreements, and over the years has fine-tuned the coordination, operation and overall delivery of this program. Three days per year, at no charge, on a schedule and location mutually agreed upon by GreenWaste and the Towns, GreenWaste will continue to provide sufficient equipment and staffing to collect and remove accumulated wastes. GreenWaste will handle all materials received in a manner that will allow the maximum amount to be recycled, composted, or otherwise diverted from the landfill. Materials will be accepted as described in [Exhibit E | Town-wide Clean-up Services](#).

#### 3.b On-Call Cleanup Services

GreenWaste will continue to provide the same convenient On-Call Cleanup services to Residential Service Recipients to collect bulky items and reusable materials, prioritizing reuse, diversion, and customer convenience. Up to two times per year, at no additional charge, Residential Service Recipients may request On-Call Cleanup services. GreenWaste will handle all materials collected in a manner that will allow the maximum amount to be recycled, composted, or otherwise diverted from the landfill.

Residential Service Recipients with Mixed Compostable Materials service are eligible to use the On-Call Cleanup program. Residential Service Recipients must call at least 48 hours in advance to schedule the service of either Mixed Compostable Materials or bulky items, as described in [Exhibit F | On-Call Clean-up Services](#).

#### 3.c Services to Town Facilities

GreenWaste will provide collection services for Mixed Compostable Materials, Yard Trimmings and Recyclable Materials generated at **Governmental Agency Service Recipients** designated by the Town Managers, unless Contractor is specifically prohibited from providing such services by operation of law. There will be no charge to the Towns for these services. GreenWaste will provide appropriate containers for the locations selected by the Town and service them on a mutually agreed schedule that will prevent overflow of the containers and maximize collection efficiency.

#### 3.d Community Compost Giveaway

Once annually, GreenWaste will transport and deliver to the Town up to 150 bags of finished compost at a mutually agreed upon location. Each bag will contain approximately 1.5 cubic feet of finished compost. Giveaway service will be delivered upon request from the Town, with a minimum notice of 30 calendar days. The compost will be available for Town residents only, and there will be no charge to the Town for these services.

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### 4 Collection Equipment and Operations

The following section details the requirements for vehicles, equipment, and all associated operations for the complete provision of Curbside, Curbside Limited Accessibility and On-Premises Mixed Compostable Materials, Yard Trimmings and Recyclable Materials collection services. GreenWaste will supply all personnel, labor, and equipment required to collect, remove, deliver and process all Mixed Compostable Materials, Yard Trimmings and Recyclables produced, generated, or accumulated in the Towns by subscribing and/or eligible Servicing Recipients during the term of the Agreement.

#### 4.a Collection Vehicles

Under this Agreement, GreenWaste will purchase and subsequently phase in new collection vehicles for servicing the Towns. GreenWaste shall provide vehicles that are fueled by 100% renewable biodiesel. GreenWaste has reviewed its current operations, travel conditions, geographic demands, and densities, and determined that the following will best meet the needs of the Towns. The table below displays the proposed vehicles.

*Proposed Renewable Diesel Collection Vehicles*

	Vehicle Type	Fuel Type	Quantity	Age	Capacity	Cost	Vehicle Manufacturer
Residential	Semi-automated Side-loader	Renewable diesel	3 + spare	New	10-12 yd <sup>3</sup>	\$160,000	2019/20 Isuzu Chassis Amrep body
	Semi-automated Side-loader	Renewable diesel	1	New	14 yd <sup>3</sup>	\$205,000	2019/20 Freightliner Chassis Amrep body
	Single-Compartment Rear-loader	Renewable Diesel	2	New	14 yd <sup>3</sup>	\$260,000	2019/20 Peterbilt Chassis New Way body
Commercial – Bins	Single-compartment Front Loader	Renewable diesel	.9	New	40 yd <sup>3</sup>	\$345,000	2019/20 Peterbilt Chassis New Way body
	Single-Compartment Rear-loader	Renewable diesel	1	New	25 yd <sup>3</sup>	\$290,000	2019/20 Peterbilt Chassis New Way body

The Towns are characterized by hard-to-service areas, including long private roads, steep roads, and narrow streets. GreenWaste will utilize smaller split-body semi-automated collection vehicles for the collection of Mixed Compostable Materials and Recyclable Materials. This type of vehicle is currently being used in the Towns and has proven to perform well. Curbside Yard Trimmings will be collected with a semi-automated single-compartment rear-loader vehicle which provides greater capacity and increased efficiency for the collection of brush, branches, twigs, etc. Meanwhile, a front-load vehicle, shared with neighboring jurisdictions, will be used to collect materials placed in bins.

**Noise** | GreenWaste understands the importance of limiting noise impacts in residential areas. GreenWaste carefully maintains all vehicles to ensure that they operate at optimum efficiency. Through resourceful and efficient routing, vehicle passes on streets are minimized and associated noise concerns are also greatly reduced. Furthermore, GreenWaste has the collection vehicles tested annually to ensure noise levels are acceptable.



## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### 4.b Collection Containers

GreenWaste has extensive experience in Container procurement, distribution, and inventory management. GreenWaste has worked with numerous Container manufacturers and proposes the following with regards to Containers for the Towns.

#### Carts and Cans

GreenWaste has provided Carts for the current collection methodology to Service Recipients. These Carts were manufactured in 20-, 32-, 64-, and 96-gallon sizes. The existing Carts will continue to be utilized with the new collection methodology, but the Carts will be repurposed and supplemented. The existing gray or black garbage Carts will be used for Mixed Compostable Materials under the new program, the existing green compostable Carts will be used for Yard Trimmings under the new program, and the existing brown or blue recycle Carts will continue to be used for Recyclable Materials under the new program. Additionally, GreenWaste will make 32-gallon Yard Trimmings Cans available to Service Recipients as an added convenience.



All Carts and Cans will be designed and constructed to be watertight and prevent the leakage of liquids, and will display the GreenWaste name, local telephone number, and an inventory/serial number.

#### Bins

GreenWaste will provide Bins for Mixed Compostable Materials, Yard Trimmings and Recyclable Materials manufactured by Consolidated Fabricators Corporation (Consolidated) in one (1) to eight (8) cubic yard sizes, depending on material type. Bins are designed and constructed to be watertight and prevent the leakage of liquids, and they will also display the GreenWaste name, local telephone number, and an inventory/serial number.

#### Container Labels

Containers will be appropriately labeled per the terms used in this Agreement (Mixed Compostable Materials, Recyclable Materials and Yard Trimmings); repurposed containers will be affixed with appropriate labels per the terms used in this Agreement (i.e., Mixed Compostable Materials, Recyclable Materials and Yard Trimmings).

### 4.c Operations and Maintenance Plan

GreenWaste is experienced in the operation of corporation yards and maintenance of collection vehicles and equipment. GreenWaste will continue delivering the high-level service and maintenance to the Town through the terms of this Agreement.

#### GreenWaste Corporation Yard and Maintenance Facility

GreenWaste owns and operates a corporation yard maintenance facility at 625 Charles St, San Jose and an administrative office and customer call center at 1500 Berger Dr., San Jose. Note: GreenWaste is currently in the processing of consolidating operations and administrative functions into one facility, located at 610 E. Gish Rd., San Jose, which is located between the 625 Charles Street and the 1500 Berger Drive facilities.

The current and future corporation yard and maintenance facility includes sufficient space for the following:

- ✓ *Collection vehicle and employee parking*
- ✓ *Equipment and container storage*
- ✓ *Vehicle and equipment maintenance facilities*
- ✓ *Collection operations*
- ✓ *Vehicle maintenance*
- ✓ *Vehicle staging*
- ✓ *Vehicle and container cleaning*
- ✓ *Locker rooms*

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

The current and future administrative office and Customer call center encompasses sufficient space for the following:

- ✓ *Administrative offices*
- ✓ *Restrooms*
- ✓ *Employee kitchen and lunch room*
- ✓ *Customer service cubicles*
- ✓ *Data infrastructure & servers*

### Maintenance Plan

GreenWaste will inspect each vehicle twice daily to ensure all equipment is operating properly and safely. Under the supervision of an Operations Supervisor, a Driver Vehicle Inspection Report (DVIR) will be completed both pre-trip and post-trip for every collection vehicle. All collection vehicles will be cleaned as necessary to maintain good repair and appearance. Additionally, sufficient reserve vehicles will be available to respond to scheduled and unscheduled maintenance, service requests, complaints, and emergencies.

GreenWaste will always aim to maintain an adequate inventory of Carts, Cans and Bins by size and color at its corporation yard. The corporation yard includes a maintenance facility where routine maintenance will be performed on Containers to ensure they work properly and present a neat appearance.

### Route Planning

GreenWaste will minimize collection frequency and optimize routes to minimize emissions, road impacts and the overall environmental impact of collection services. Since GreenWaste is the existing service provider to the Towns, Service Recipients will experience no service interruptions and minimal changes to their routes. The addition of Curbside Yard Trimmings service may cause some service day changes, and Service Recipients may note that the time of day their Containers are serviced will change, but overall customer-perceived routing will remain constant. Prior to any route day changes, GreenWaste will notify the Towns and all impacted Service Recipients.

GreenWaste possesses a vast amount of operational experience and has carefully chosen the vehicles, labor, and Collection methods to best service the Towns. As the existing service provider, GreenWaste is keenly aware of the Towns' service needs.

## 4.d Personnel & Worker Safety

### Personnel

**Omar Lopez, Operations Manager** | Mr. Lopez has been with GreenWaste for over 16 years working as a sorter, collection vehicle operator, route supervisor and assistant operations manager. In June 2016 he was promoted to Operations Manager for GreenWaste's Santa Clara County and San Mateo County operations divisions. Mr. Lopez is responsible for the direct management of all aspects of operations in these areas including contract compliance, routing, audit procedures, safety compliance, training, and management of drivers. His vast knowledge in every area of operations has allowed him to create and maintain a dynamic workforce and environment.

Mr. Lopez will be assisted in the operations for the Towns by one (1) route supervisor, one (1) mechanic, and ten (10) drivers. GreenWaste will retain all existing employees who currently serve the Towns. GreenWaste has an exceptional track record of maintaining long relationships with its employees. Currently, the average service time for drivers that provide service to the Towns of Portola Valley and Woodside is almost fifteen (15) years. GreenWaste is fully staffed and does not anticipate needing to fill any positions to provide the services per this Agreement.

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### Worker Safety

To continue to achieve high levels of successful performance, GreenWaste knows it is absolutely imperative to protect its most valuable resource – its employees. For this reason, GreenWaste strives to eliminate any foreseeable hazard that may result in accident, injury, or illness; property damage or loss; or business interruption. GreenWaste has developed an injury and illness prevention program that serves as a guideline for employees in the safe performance of their daily activities.

The safety plan is predominantly conducted through the continued implementation of an extensive health and safety program. All GreenWaste drivers participate in monthly safety meetings, office personnel participate in quarterly safety meetings, and the management team is trained and certified in First Aid, CPR and AED. GreenWaste employees are oriented on GreenWaste Drug & Alcohol Policy, Sexual Harassment Policy, Injury and Illness Prevention Program, Emergency Action Plan, Safety Rules, Discipline Program, and Accident and Injury Reporting Program, and are required to complete intensive training programs covering topics including but not limited to commercial driver safe work practices, PPE, hazard communication, seat belt requirements, confined spaces, pre-trip/post trip inspections, and lockout/tag out requirements and procedures.

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### 5 Processing and Disposal

---

The following section details the processing and disposal services GreenWaste will provide as part of the Residential and Commercial collection programs. All materials collected in the Towns will be transported to the GreenWaste Materials Recovery Facility (MRF) in San Jose for processing.

- Recyclable materials will be sorted on the single-stream recyclables processing line at the MRF where they will be separated by material type, baled and shipped to market to be given new life as a recycled product.
- Mixed Compostable Materials will be processed in a separate building at the MRF and the recovered organic materials will be sent to Z-Best Composting Facility in Gilroy (Z-Best) for composting.
- After initial processing at the MRF, all Yard Trimmings will be sent to Z-Best where they will be screened and further processed into high-quality soil amendment.

**Weighing** | Each load of Recyclable Materials, Yard Trimmings, and Mixed Compostable Materials Waste delivered to the MRF will be weighed at a properly maintained and certified scale. Each vehicle will be weighed fully loaded and empty, unless a tare (i.e., unloaded) weight for that vehicle is on file. Tare weights may be used for trucks and trailers to facilitate quicker turnaround time at the MRF. GreenWaste will provide substitute portable scales should its usual scales not be available for whatever reason.

**Load Classification** | GreenWaste will classify each load as it is delivered. Collection vehicles will be weighed as they enter the GreenWaste MRF, where a scale house operator will create a gate tag and direct vehicles to unload in the designated area. Each load of Recyclables will be assigned a Recyclables Stream classification prior to delivery to the Recyclables processing building Materials and each load of Yard Trimmings will be assigned a Yard Trimmings classification prior to delivery to the Yard Trimmings processing building. After loads have been emptied, load check personnel visually inspect the load and if a load has a different Recyclables or Yard Trimmings classification than originally assigned at the scale house, the load checker will communicate with the scale house operator to correct the gate tag, and will take photos to document the re-classification.

#### 5.a Recyclable Materials Processing

GreenWaste will transfer, transport, and process Recyclable Materials in the same manner as is currently performed in the Towns. GreenWaste owns and operates the MRF where all Recyclables collected under this Agreement will be processed. What follows are the details of how GreenWaste will perform the Recyclables processing services.

##### *Acceptable Recyclable Materials*

Below is the minimum list of Recyclable materials to be collected and accepted for processing as Recyclables at the GreenWaste MRF. All materials accepted as Recyclables must be clean and free of food and liquid.

<u>Material</u>	<u>Definition</u>
Tin/Steel	Includes steel food, beverage, aerosol and paint cans. "Tin" cans fall into this category. Tin or other coatings are often applied to a steel food can.
Aluminum	Aluminum used beverage containers, post-consumer aluminum beverage cans.
Metal – Misc.	Electrical motors, hangers ( <i>bundled</i> ), keys, nuts and bolts, metal pipe, propane tanks ( <i>empty</i> ), scrap metal, tools ( <i>drained of all fluids</i> ), toys, doors and screens.

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

<u>Material</u>	<u>Definition</u>
PET	#1 Polyethylene Terephthalate (PET, PETE). PET is clear or mostly clear and tough. Commonly used in soft drink bottles and many injection molded consumer product containers.
NHDPE CHDPE	#2 (Natural High-Density Polyethylene). Includes milk, water and other bottles that are HDPE and are of a natural or translucent color.  (Colored High-Density Polyethylene). Includes juice, detergent and other bottles that are HDPE and are of a colored or opaque color.
Mixed Plastic #3-7	#3 PVC: Polyvinyl Chloride. Commonly used in film for meat packaging and some rigid plastic containers. Does not include hard PVC (e.g. pipe). #4 LDPE: Low Density Polyethylene. Commonly used in newspaper and grocery bags and butter cups lids. Only acceptable when all film plastics are bagged together. #5 PP: Polypropylene. Commonly used in yogurt containers and deli trays. #6 PS: Polystyrene. (not typically recycled including Styrofoam) Commonly used in plastic cups and plates and to-go containers. Only acceptable when source separated from other mixed recyclables. #7 OTHER: Other mixed resins. Commonly used in mixed plastic containers or plastic products.
Glass – Clear	Clear Glass Bottles and Containers means clear glass beverage and food containers and glass dishware with or without a CRV label. Examples: Whole or broken clear soda and beer bottles, fruit juice bottles, peanut butter jars, and mayonnaise jars. Does <u>not</u> include glass bakeware, Pyrex or ceramics.
Glass – Colored	Colored Glass Bottles and Containers includes food and beverage containers – three subtypes described below: Green Glass Bottles and Containers means green-colored glass containers with or without a CRV label. Examples: Whole or broken green soda, beer and wine bottles. Brown Glass Bottles and Containers means brown-colored glass containers with or without a CRV label. Examples: Whole or broken brown soda, beer and wine bottles. Other Colored Glass Bottles and Containers means colored glass containers and bottles other than green or brown with or without a CRV label. Examples: Whole or broken blue or other colored bottles and containers.
Glass – 3 Mix	A collection of flint, amber, and green beverage or food container glass. It may contain normal container labels and metal tops.
Mixed Paper	A mixture of various grades of recyclable waste paper not limited by fiber content and includes most types of clean and dry paper including glossy, white ledger and computer papers, colored paper, newspapers, magazines, catalogs, phone books, shredded paper, cards, laser- printed white ledger, windowed envelopes, sticky notes, paperboard, paper egg cartons and often contains corrugated and brown paper. Does <u>not</u> include photographs, carbon paper, tissue, napkins or waxed/coated fiber or mixed fiber products that may include coffee cups, ice cream containers, gable top cartons, aseptic or tetrapak. Food soiled materials and materials with visible water marks are not accepted as recyclables, but are considered mixed compostables.
News	Known as ONP (old news print), ONP has two major sub-grades: No. 8 is sorted newspapers only.



## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

<u>Material</u>	<u>Definition</u>
	No. 6 may have some magazines mixed in and may be tied in bundles or gathered in brown bags. Food soiled materials and materials with visible water marks are not accepted as recyclables, but are considered mixed compostables.
OCC	Used boxes and sheets of corrugated board of various qualities. Corrugated is known as OCC (old corrugated container). OCC is clean cardboard made from unbleached, unwaxed paper with a fluted (corrugated) inner liner. Does <u>not</u> include pizza boxes. Food soiled materials and materials with visible water marks are not accepted as recyclables, but are considered mixed compostables.
eWaste:	Includes calculators, cameras, cell phones, computer mice, cords, DVD players, DVRs, fax machines, keyboards, small printers, radios, scanners, smart phones, stereos, telephones, VCRs. Inkjet/toner cartridges are <u>not</u> acceptable in the commingled container but are acceptable if collected separately.

*\*It is important to note that materials are only recyclable where markets exist. If a market disappears for a material on the above lists, then GreenWaste can no longer accept it as a recyclable material.*

### Non-Recyclable Materials

Non-Recyclable Materials are those materials collected as part of the Recyclable collection program and delivered to the MRF that require Disposal because they are:

- Not Acceptable Recyclable Materials, or
- Are Acceptable Recyclable Materials but are:
  - ✓ Not free of food/liquid, or
  - ✓ Free of food/liquid but:
    - ✓ Are smaller than 2"-2.5" such that they are not recoverable using industry-standard processing equipment or otherwise commercially reasonable methods, or
    - ✓ Where no commercially reasonable market exists for their disposition

Non-recyclable materials collected in the Towns and processed at the GreenWaste MRF, which cannot be marketed, will be consolidated with non-recyclable from the remainder of MRF operations and transported for Disposal.

### Processing Site Information

The GreenWaste MRF is permitted to accept up to 3,500 tons per day (tpd) of material. The MRF guarantees processing capacity for the Towns' recyclable materials through the term of this new Agreement. The MRF is open Monday through Sunday and is permitted to operate twenty-four (24) hours per day, seven (7) days per week. The MRF is typically open from 4:00am - 9:00pm Monday through Friday, 5:00am - 5:00pm on Saturday, and on an as-needed basis for maintenance on Sunday, and generally operates 309 days per year, and is closed on the following holidays:

- ✓ *New Year's Day;*
- ✓ *Thanksgiving Day; and,*
- ✓ *Christmas Day.*

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

In December 2015, GreenWaste started operation of its updated MRF facilities, a multi-building processing operation where MSW is processed in a separate building than recyclable materials. In order to optimize efficiencies, recyclables that are recovered from the MSW process are often moved to the recyclables processing building to utilize the expanded sorting and quality control capabilities of the single-stream processing to ensure as much material is diverted from landfill as possible. The MRF is currently undergoing another upgrade that will recover additional plastics, fiber and aluminum and will maximize marketability of recyclables by effectively removing all contaminants.

Recyclables Processing Facility	
Owner & Operator	GreenWaste Recovery, Inc.
SWFP No.	43-AN-0019 and 43-AN-0020
Permitted Hours of Operation	24 hours per day
CEQA	SCH # 2004112032
Capacity	Up to 3,500 tpd
MRF Manager Contact Information	Ricardo Lopez   408.938.4936

### MRF Processing Operations

The single-stream recyclable materials processing building is capable of processing up to fifty (50) tons per hour of material, while consistently recovering up to 96% of processed material.

China was historically the largest consumer of recycled commodities throughout the United States, importing approximately 13 million tons of paper and 776,000 tons of plastic from the US annually. As of January 1, 2018, China imposed a number of restrictions on imported recyclables under a policy entitled "National Sword," creating zero tolerance for a number of problem materials. With the new restrictions, imported recyclables may only contain 0.5% of any type of contaminant.

In reaction to these heightened standards, the GreenWaste MRF added staff to the sorting line and slowed down the rate at which materials move through the facility to approximately forty (40) tons per hour to minimize contamination and keep materials clean. While no material is currently going to China, MRF management is constantly seeking, and successfully locating, new markets for separated recyclables. However, there has been a substantial loss of markets across the world, which does have local impacts at the GreenWaste MRF and for the communities it serves. GreenWaste continues to innovate during this recycling crisis and will continue to keep the Towns apprised of the state of recycling.

What follows are the details of the various stages of the single-stream recyclable materials processing cycle.

- **Floor Sort** | Recyclable material is tipped and undergoes an initial manual floor sort, where sorters remove large recoverable items and contaminants. After the floor sort, a bucket loader operated by a MRF employee feeds recyclable material into the metering bin.
- **Pre-Sort** | The pre-sort process includes up to eight (8) pre-sorting stations along conveyors where sorters remove contaminants, large items, film plastics, bagged shredded paper, and rigid plastics prior to the material stream entering the mechanical portion of the facility. Staffing levels and locations are determined by the composition of the recyclable materials being processed. The pre-sort stations are essential to MRF operations and increase the total system throughput, improve the efficiency of machinery separation, and result in higher quality output products.
- **Bag Breaker** | During the pre-sort, sorters pull off unopened bags and toss them down a chute where the bag breaker mechanically opens the bags and a conveyor belt reintroduces the materials to the line, meeting up with the rest of the materials that have made it past the pre-sort.
- **OCC (Old Corrugated Cardboard) Screen** | The OCC disc screen is used to capture large cardboard and allow other materials to continue for further processing. The spacing in the screen allows for cardboard to float over the top,

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

separating the larger cardboard from the smaller paper, plastic, and other materials. Quality control stations remove any contaminants from the cardboard before directing it to the cardboard bunker for subsequent baling.

- **Debris Roll Screen** | Directly under the OCC screen, glass falls onto debris roll screens, separating glass from the rest of the material. The glass is then cleaned for improved marketability by a magnet and Nihot Air Separator.
  - ✓ **Magnet** | A magnetic removes nails, lids, and other ferrous items from the glass stream.
  - ✓ **Nihot Air Separator** | Small plastics, shredded paper and other light contaminants are removed from the heavier glass by utilizing an air stream to push light materials onto a residue line while heavier glass falls to a separate line
- **Optical Sorter** | Non-glass items that are four (4) inches or smaller travel through an optical sorter that ejects aluminum, metal, PET, HDPE natural, HDPE color, and plastics 2-7 to recover smaller recyclable materials.
- **Screens** | A series of 3 screens target different grades of 2-dimensional materials (e.g. paper, film plastic) from the 3-dimensional material (e.g. containers). These screens are adjustable to allow for different material make ups
- **Optical Sorters for Cardboard** | Material from the first and second set of screens travels through to two (2) cardboard optical sorters. Here, any remaining cardboard is ejected and separated to its designated bunker, while the remaining material falls down towards another set of three (3) optical sorters for additional quality control.
- **Optical Sorters for containers** | Three (3) optical sorters separate containers, aluminum, and metals while ejecting film plastics which travel through a vacuum tube towards the Nihot Container for film plastics. The rest of the of the material continues towards the container line.
- **Nihot Container** | The Nihot Container has a rotating drum that removes dust and dirt. Any film plastic larger than ½ inch is recovered.
- **Electro-magnetic Separator** | Ferrous metals are separated using electro-magnetic separators. All ferrous metals are stored in bunkers prior to baling.
- **Optical Sorters** | A series of 3 optical sorters separate various types of plastics from the rest of the material, including PET, HDPE and Plastics 2-7.
- **Post-Sort** | After each optical sorter are quality control stations where sorters pull off any material that isn't PET, HDPE, or Plastics 2-7 to ensure optimum marketability of the recovered commodities.
- **Eddy Current Separator** | Non-ferrous metals (i.e. aluminum cans) are separated utilizing an eddy current separator. A magnetic rotor spins rapidly inside a non-metallic drum. Alternating magnetic charges on the belt, combined with the velocity of the conveyor, force the non-ferrous metal to repel away from the conveyor, while the other materials drop off at the end.
- **Last Line of Defense** | After the eddy current separator are 2 sorters who separate (1) scrap aluminum from other aluminum and (2) non-landfill material from landfill material.
- **Baler** | 2 balers prepare material for market. One machine is primarily used for mixed paper, while the other is primarily used for OCC. Both balers are adapted to use for various materials and computer systems connected to the material bunkers notify MRF employees when there is enough material accumulated for baling.

### Permits and Regulatory Compliance

GreenWaste's Solid Waste Facility Permits (SWFP # 43-AN-0019 and 43-AN-0020) are issued and conferred by the California Department of Resources Recycling and Recovery (CalRecycle). The GreenWaste MRF is also governed through permits

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

issued by the following State and local regulatory agencies:

- ✓ *California Department of Toxic Substances Control (DTSC);*
- ✓ *California Department of Industrial Relations (OSHA);*
- ✓ *California Regional Water Quality Control Board (RWQCB);*
- ✓ *California Air Resources Board (CARB);*
- ✓ *City of San Jose;*
- ✓ *County of Santa Clara; and,*
- ✓ *San Jose Fire Department.*

The GreenWaste MRF has complied with all permits and environmental documents since its inception. At its request, GreenWaste can provide the Cities with all documentation verifying compliance. Safety is of the utmost importance at the GreenWaste MRF, and following all applicable local, state, and federal laws and regulations allow for the GreenWaste MRF to boast its excellent safety and compliance record.

### 5.b Mixed Compostable Materials Processing

Mixed Compostable Materials will be transported directly to the GreenWaste MRF, located at 625 Charles Street in San Jose, CA for initial processing. The resulting compostable fraction will be transported to the Z-Best Composting Facility, located at 980 State Highway 25 in Gilroy, California for composting.

#### MRF Processing Operations

The municipal solid waste processing building is capable of processing up to ninety (90) tons per hour of material, while consistently recovering up to **70%** of processed material.



## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

What follows are the details of the various stages of the Municipal Solid Waste (MSW) processing facility, where the Towns' Mixed Compostable Materials will be brought for initial processing.

- **Floor Sort** | Mixed Compostable Material will be tipped and undergo an initial manual floor sort, where sorters remove large recoverable items. After the floor sort, a bucket loader operated by a MRF employee feeds material into the metering bin.
- **Pre-Sort** | The pre-sort process includes manual sorters at stations along conveyors where sorters remove large items, film plastics, bagged shredded paper, and rigid plastics prior to the material stream entering the mechanical portion of the facility. Staffing levels and locations are determined by the composition of the feedstock being processed. The pre-sort stations are essential to MRF operations and increase the total system throughput, improve the efficiency of machinery separation, and result in higher quality output products.
- **Bag Breaker** | The bag breaker mechanically opens the bags and releases the contents onto the conveyor belt towards the disc screens.
- **Screens** | There are six screens that separate material by size. The first set of screens separate items that are six (6) inches or larger, the second set of screens separate items that are smaller than six (6) inches, larger than two (2) inches, and finally the last set of screens are the fines which are two (2) inches or smaller. The items from the first two sets of screens continue on for further processing. The lower screen, which transports all organics and fine material, is sent to the compost pile.
- **Nihot Air Separator** | The two Nihot Air Separators separate the light and heavy materials. One unit sorts the items from the 6 inches or larger stream and the other sorts items from the 6 inches or smaller stream. From both machines, light items are transported over the machinery and continue onto the polishing screens. The heavier items fall back down to the compost stream for further processing.
- **Magnet** | Heavy items on the compost line proceed to the magnet which removes metals from the stream.
- **Dual Max AI™** | After the metals are removed from the stream, the metals continue to the dual Max AI™ last chance recovery where remaining plastics and aluminum are recovered from the stream.
- **Post Sort** | At the end of the compost line, additional manual sorters remove any remaining recoverable items from the stream before the material is sent to the compost pile for transport to Z-Best.
- **Polishing Screen** | The light material from the Nihot Air Separator travels to the polishing screen where spinning disks send fibers such as paper, cardboard and newsprint over the top and the remaining items fall back and continue through the process. Fines and Compostable items fall to the bottom conveyor and are transported out to the compost pile.
- **Optical Sorters** | A series of 4 optical sorters separate various types of plastics from the rest of the material.
  - ✓ **#1 Paper Optical Sorter** | Paper that was not captured during the polishing screen is recovered here.
  - ✓ **#2 HDPE Optical Sorter** | HDPE color and natural containers are optically sorted.
  - ✓ **#3 PET Optical Sorter** | PET beverage containers are optically removed from the stream.
  - ✓ **#4 Plastics 2-7 Optical Sorter** | Plastic containers #2 through #7 are optically sorted.
- **Eddy Current Separator** | The Eddy current separator has a strong magnetic belt that has positive and negative loops of electrical current. This causes non-ferrous metals to go flying over and separated into its own stream which ends in a bunker.

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

- **Max AI™** | The Max AI™ units are programmed to identify specific material types and extract anything that does not belong in the stream.
  - ✓ #1 Max AI™ | Removes anything other than HDPE natural and color from the stream.
  - ✓ #2 Max AI™ | Removes anything other than PET from the stream
  - ✓ #3 Max AI™ | Removes anything other than Plastics 2-7 from the stream.
  - ✓ #4 Max AI™ | Removes anything other than aluminum from the stream
- **Post-Sort** | After each optical sorter are quality control stations where sorters pull off any material that isn't PET, HDPE, or Plastics 2-7 to ensure optimum marketability of the recovered commodities.
- **Baler** | Two (2) balers prepare material for market. One machine is primarily used for mixed paper, while the other is primarily used for OCC. Both balers are adapted to use for various materials and computer systems connected to the material bunkers notify MRF employees when there is enough material accumulated for baling.

### Z-Best Processing Operations

After the Mixed Compostable Materials are processed and sorted at the GreenWaste MRF in San Jose, the compostable fraction will be sent to be composted at Z-Best Composting Facility (Z-Best) in Gilroy.

Z-Best Composting Facility	
<b>Owner &amp; Operator</b>	Zanker Road Resource Management, Ltd.
<b>SWFP No.</b>	43-AA-0015
<b>CEQA</b>	SCH # 99072048
<b>Capacity</b>	Up to 1300 tpd for green material Up to 700 tpd for MSW feedstock

- **Screening and Shredding** | All materials are processed in an enclosed 20,000 square foot building to remove non-compostable items, including recyclables and residuals, and to shred the material.
- **Windrows** | The material is ejected into a 320-foot long bag that houses all the compostable wastes. PVC pipes are introduced into the bag and used to aerate the compostable materials. Retention time in the bags is about four months, at which time the contents are removed, turned and cured prior to screening.
- **Densimetric Tables** | A density separator that uses vibration and forced air fluidization separate the heavies (glass and any rock) from the lights (compost). The compost is fed onto a screen table with small holes in it that is vibrating, the forced air comes from underneath and through the holes, the lighter material (compost) falls one way while the heavier material (glass) is separated out.
- **Final Screening** | The materials are transported to a screening system that is used to remove any larger materials, which are then disposed. The smaller compostable materials are stockpiled and cured for an additional four weeks before being screened again and marketed as landscape compost.

### **5.c Yard Trimmings Processing**

GreenWaste will transport all Yard Trimmings collected to the GreenWaste MRF in San Jose. At the MRF, the material will be processed into two categories, 1) processed yard waste fines, and 2) other processed yard waste "overs". The material will be transferred to Z-Best for processing. The Yard Trimmings are processed at Z-Best separate from the Mixed Compostable Materials to yield a high-quality organic compost product.



## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

- **Windrows** | Upon delivery to Z-Best, the materials will be placed into aerated windrows where they will remain for approximately 10-12 weeks.
- **Turning and watering** | During the composting process, mechanical turners will go through the windrows and turn the material. This allows air to reach all of the materials to promote the composting process. The piles will also be watered as needed to maintain proper moisture throughout the composting process.
- **Final screening** | After the composting process, the material is screened to 3/8" minus. The 3/8 minus finished compost is stockpiled and sold as a soil amendment for use in agriculture and landscape. The "overs" material is used as a mulch, reprocessed and recomposted, or used as ADC.

### 5.d Residue Disposal

GreenWaste will, to the maximum extent practicable, ensure that Recyclable Materials, Mixed Compostable Materials and Yard Trimmings are collected and processed in a manner which will ensure that recoverable and marketable materials will not be landfilled and that the Towns will receive credit toward the State diversion mandates. After processing all Mixed Compostable Materials, Recyclable Materials and Yard Trimmings collected from Service Recipients, GreenWaste will transport all residues to the landfill.

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### 6 Customer Service

---

GreenWaste provides superior customer service by investing in technical infrastructure, and providing CSRs with the appropriate tools to effectively do their job. The Customer Service Department for the Towns will initially be housed in the GreenWaste Corporate Office, located at 1500 Berger Drive, San Jose before moving to 610 Gish E. Gish Rd., San Jose. Customer Service will consist of one (1) Supervisor and four (4) CSRs that also serve other local jurisdictions.

CSRs will be available from 8:00 AM – 5:00 PM, Monday through Friday. The GreenWaste call center will be reached through both local and toll-free numbers. Calls received between 5:00 PM and 8:00 AM or on the weekend will be offered the opportunity to leave a message on an answering machine. All messages will be returned the following business day and all attempts to contact the caller will be recorded in GreenWaste's database (Tower). GreenWaste also has a 24-hour hotline that reaches a manager in case of emergency, available to the Towns' Representative(s).

#### Customer Service Operations

CSRs begin each call with a standardized greeting that includes GreenWaste, their name, and an offer of assistance. CSRs are trained to fully listen to the Service Recipient's request, asking clarifying questions as appropriate, and then repeating the pertinent details back to the Service Recipient. Once the CSR has verified that they completely understand the nature of the issue, they propose a solution to the issue. Once the issue has been resolved to the Service Recipient's satisfaction, the CSR then inputs all pertinent details into Tower.

Tower is designed to:

- ✓ *Track and maintain all Service Recipient accounts, which includes Service Recipient complaints, missed pick-ups, level of service and collection day;*
- ✓ *Verify corporate, service, and billing addresses;*
- ✓ *Prorate accounts, positively or negatively, based on the start or stop of an account;*
- ✓ *Actively maintain and audit both permanent and on-call routes; and*
- ✓ *Track all Service Recipient interactions.*

Though all Service Recipient interactions will differ, most will involve the following steps:

- ✓ *Determine who is calling and the nature of the reason for the call;*
- ✓ *Ask questions to clarify the Service Recipient's issue;*
- ✓ *Contact the route driver if the issue is the result of a route-based problem;*
- ✓ *Determine if the issue can be solved in the remaining part of the collection day;*
- ✓ *Offer additional solutions to ensure the Service Recipient is satisfied;*
- ✓ *Agree on a solution and input the problem and solution into Tower; and,*
- ✓ *As necessary, issue a work order to send to the driver.*

#### Online Access

GreenWaste has harnessed the power of the on-line portal "eTower." When Service Recipients set up their personal account on eTower, they can handle a number of tasks conveniently online. The Service Recipient will be able to request changes in service, schedule additional pick-ups and sign-up for paperless billing.

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### Billing

As part of GreenWaste's commitment to being green, Service Recipients are encouraged to participate in both electronic billing and automatic payments. When CSRs set up an account for a Service Recipient, they explain the invoicing options that GreenWaste offers:

- ✓ *Traditional paper invoicing*
- ✓ *Electronic invoicing with a link to the Service Recipient's eTower account*
- ✓ *Both a paper invoice and a link to the Service Recipient's eTower account*

GreenWaste will offer Service Recipients the option to pay their bills as follows:

- ✓ *Pay by mail*
- ✓ *Pay by phone (through credit card)*
- ✓ *Pay online (through online bill pay via the GreenWaste website)*
- ✓ *Pay in-person (at GreenWaste's San Jose office)*

Ultimately, GreenWaste aims to handle all calls and address all issues in a timely and efficient manner. Customer satisfaction, including an effective billing system, is a key to the success of refuse and recycling programs, and GreenWaste's established Customer Service and billing programs will continue to effectively serve the Towns' communities.

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

### 7 Environmental Considerations

---

GreenWaste and its family of companies have always thought outside of the box when considering what new opportunities for innovation the companies could vision and execute regarding the management of solid waste. Through the use of alternative-fueled vehicles, state-of-the-art organics recovery and recycling facilities, and progressive sustainability programs, GreenWaste integrates sustainability into all aspects of business.

#### 7.a Processing and Associated Operations

##### *Processing All Material Collected*

GreenWaste uniquely offers the Towns the ability to collect and process all material collected in the Towns, maximizing diversion from landfill and therefore reducing methane generation associated with placing decomposable organics in the landfill. After initial processing at the GreenWaste MRF, all organic and compostable material is sent to Z-Best Composting Facility, GreenWaste's sister facility. Z-Best is located in Gilroy, and generates organic compost, landscape compost, mulch, and other products all made from material that is brought from the GreenWaste MRF.

##### *Innovative Markets and End-Products*

GreenWaste's marketing strategy includes the use of local, regional, and domestic markets for commodities recovered from Recyclable Materials. Under National Sword, it has become more challenging to locate and secure dependable markets for recovered materials. The MRF is currently sending select material types to domestic markets and is constantly developing trial loads of various materials to see if the MRF grade quality is acceptable. At this time, with the state of recycling, innovation is particularly important. GreenWaste's most recent innovative market includes a partnership with BioCellection, a local start-up developing advanced technologies to transform difficult to recycle plastics into renewable chemical compounds. These chemicals are introduced back into the supply chain, suitable for making automotive parts, apparel, paints and more.

##### *Sustainable MRF Operations*

The GreenWaste MRF's stormwater strategy includes a Stormwater Pollution Prevention Plan, a Spill Prevention Control and Containment Plan, an onsite infiltration system and an advanced biological wastewater treatment system, which collects and treats all onsite stormwater, prior to being discharged to the San Jose Santa Clara Regional Wastewater Treatment Facility. GreenWaste also received a letter of commendation in 2016 from BayKeeper, a non-profit organization that has initiated litigation against Material Recovery Facilities throughout the San Francisco Bay region, recognizing our company as a "leader in stormwater management".

In addition to stormwater and litter management, GreenWaste has also taken on innovative energy-related measures in its MRF Operations. Upon completion of the new MRF in 2015, GreenWaste made significant strides in reducing emissions by installing 1,552 dual-array solar panels that generate more than 400 kW-hours of zero-emission electricity.

#### 7.b Reuse Organization Support

##### *Goodwill, Freecycle, and Hope Services*

GreenWaste encourages re-use of items within the community. GreenWaste always attempts to re-use or donate an item before it is recycled. The following are ways in which GreenWaste helps promote re-use:

- ✓ *Links on the GreenWaste website on more information specific to each area on way to re-use.*
- ✓ *Inclusion of Goodwill, Freecycle and Hope Services information in GreenWaste education and outreach collateral to remind Service Recipients that reusables should not be disposed of, but instead donated.*

##### *Good Karma Bikes*

## EXHIBIT C: TECHNICAL PROPOSAL AND TRANSITION PLAN

GreenWaste supports and encourages residents to reduce, reuse, and recycle items they no longer need throughout all its service areas. GreenWaste has partnered with Good Karma Bikes located in San Jose, CA to collect and reuse bicycles as part of the Cleanup program. This partnership was implemented in January 2019. Good Karma Bikes focuses on helping at risk youth and low-income residents who are in need of transportation. GreenWaste will donate working and broken bicycles to Good Karma Bikes, where the bicycles will either be fixed for reuse or disassembled for parts.

### 7.c Environmental Stewardship

#### *Climate Action Planning*

GreenWaste publicly reports all greenhouse gas (GHG) emissions to reveal the climate impact of collection and processing operations, and to help develop strategies towards becoming a more environmentally sustainable company. Edgar & Associates, an environmental engineering firm who has collected and analyzed GreenWaste's greenhouse gas emissions inventories for many years, has prepared an analysis of GreenWaste GHG emissions for years 2009 to 2016. The analysis evidences GreenWaste's outstanding commitment to the environment in that **GreenWaste was 26x Carbon Negative.**

GreenWaste minimizes its fleet emissions by utilizing 100% renewable biodiesel in collection vehicles servicing the Towns of Portola Valley and Woodside. Vehicle sizes and types have carefully been chosen to maximize collection efficiency and minimize environmental impacts. Advanced route optimization will also increase collection efficiencies, reducing vehicle passes on streets, decreasing emissions and mitigating any potential noise concerns.

#### *2017 Recycling Excellence Award - Gold*

The GreenWaste MRF received the highly acclaimed and coveted Gold Excellence Award in the Recycling System category from the Solid Waste Association of North America (SWANA) in 2017 for the new single-stream recyclable materials processing line. SWANA's Excellence Awards Program recognizes outstanding solid waste programs and facilities that advance the practice of environmentally and economically sound solid waste management through their commitment to utilizing effective technologies and processes in system design and operations, advancing worker and community health and safety, and implementing successful public education and outreach programs. Programs also must demonstrate that they are fiscally and environmentally responsible through their compliance with all applicable federal, state and local regulations. This is the second time the GreenWaste MRF has been awarded the Gold Excellence Award, the first was in 2009 for its multi-family municipal solid waste processing system with the City of San Jose.

#### *Green Business Certification*

The GreenWaste Headquarters in San Jose is Green Business Certified, which involves a commitment to environmentally sound office practices such as using recycled content supplies, increasing energy efficiency, reducing internal waste, conserving water, and using non-toxic products. GreenWaste incorporates its green business practices into all offices and facilities it operates, whether or not those locations are able to become Green Business Certified due to some limitations placed on facilities that conduct maintenance operations.

#### *Environmentally Preferable Purchasing Policy*

GreenWaste established an Environmentally Preferable Purchasing Policy in 2011 to institute practices that reduce waste by increasing product efficiency and effectiveness. GreenWaste strives to purchase products that minimize environmental impacts, toxics, pollution and hazards to workers and community safety. When possible, GreenWaste purchases products that include recycled content, are durable and long-lasting, conserve energy and water.

## EXHIBIT C: TECHNICAL PROPOSAL - PUBLIC EDUCATION AND OUTREACH PLAN

GreenWaste firmly believes that successful Public Education and Outreach Plan (PEOP) implementation will require close coordination with the Town throughout the term of the Agreement. The PEOP will be designed and implemented to maximize information distribution to inform Service Recipients about the services provided under this Agreement, and communicate the methods and benefits of source reduction, reuse, recycling, and composting. Public outreach materials will highlight acceptable material types for each Container, inform Service Recipients on how to best place materials in Containers and provide proper Set-Out instructions to facilitate collection.

Integration of GreenWaste's outreach experience and past successes is crucial to engaging, increasing, and sustaining the participation in source reduction, reuse, recycling, and composting programs.

### **New Program Rollout**

#### *New Program Collateral Development*

In advance of the rollout of new and expanded service programs, GreenWaste will have developed and finalized the updated collateral materials, reflective of new programs, in preparation for distribution. Informing Service Recipients in advance of new and expanded programs is key in helping GreenWaste's Outreach, Customer Service, and Operations teams to complete necessary transition tasks. GreenWaste's goal is to keep all Service Recipients well informed and at ease with changes to their service. Below are the collateral pieces that will be developed specifically for the transition period.

New and Expanded Services Notice: New and expanded services notices will be developed and tailored for Residential and Commercial Service Recipients. These notices will provide an overview of collection options and include other related information deemed appropriate and timely by the Town.

Container Verification and Selection Guide: Container Verification and Selection tri-fold guide will be developed to provide Service Recipients with an overview of the new services available, detail proper Set-Out instructions and include other related information deemed appropriate and timely by the Town. In order to properly update, reduce and/or supplement Containers on-site, Service Recipients will need to select the type of service they'd like to receive, as well as the quantity of associated Containers. Service Recipients may have the option of repurposing some of their existing Contractor-issued Containers to suit the new collection program, and the brochure will provide clear guidance as to which of their Containers can be utilized and how. The third panel of the distributed tri-fold brochure will be designed as a tear-off return mailer for Service Recipients to select and/or confirm service levels, including designating the Containers they intend to maintain, and return to GreenWaste prior to the distribution of Containers.

In addition to these collateral pieces designed and distributed specifically for the transition to the new collection program, comprehensive recycling guides will also be created to reflect the new and expanded services. These guides will also be provided to new Service Recipients throughout the term of this Agreement and will be available for download online.

Recycling Guide: Detailed “how-to” recycling guides will be created to inform Residential Service Recipients of the details of the new and expanded service offerings. These booklets include three (3) full page color-coded pages identifying the list of acceptable materials organized by material type. The booklets also include graphic illustrations of proper Set-Out procedures, acceptability and necessary preparation of materials for each of their Carts or Cans, details on how to utilize services available to Residential Service Recipients and will offer other related information deemed appropriate by the Town. Recycling guides will be updated as necessary and will also be available online and distributed to new Service Recipients throughout the term of the extended Agreement.

#### *New Program Community Outreach*

GreenWaste understands that the new collection program for Curbside Yard Trimmings will require significant community engagement to ensure Service Recipients understand the new program parameters. GreenWaste will participate in and host a number of community workshops, resident meetings, and tabling events to ensure all Service Recipients understand the new collection program.

Community Workshops: In collaboration with the Town, GreenWaste will host educational workshops to specifically explain the new collection program. The workshops will provide the opportunity to demonstrate service changes and associated Set-Out requirements, review rate options in detail, and answer any questions the Service Recipients might have.

Resident Meetings: GreenWaste will work to identify existing resident and/or HOA meetings where a GreenWaste staff member can present the new program. Much like the workshops, this will provide the opportunity to discuss the program face-to-face with the Service Recipients in a forum-type setting.

Tabling Events: In collaboration with the Town, GreenWaste will participate in Town events, such as Earth Day and Town Picnics, to share information and collateral, and answer Service Recipient questions.

#### **Proactive Communication**

During the transition to the new collections program and throughout the term of this Agreement, GreenWaste will provide up-to-date and accurate information and collateral materials to all Service Recipients. GreenWaste will work with the Town to prepare collateral materials specific to individual programs, will maintain thematic branding in all outreach collateral, and will modify and include additional materials as needed.

GreenWaste will identify the target audience, the purpose, and the message(s) to be communicated for each piece of collateral. GreenWaste will offer the Town the opportunity to provide input on the content and format of all collateral material at least two weeks in advance of production of the final documents, comments provided by the Town Manager, and or his/her designee, will be incorporated and all materials relating to the services provided will be approved by the Town prior to being printed for distribution.

All outreach materials developed for the Town will be:

- Thematically branded with consistent color, font, look and feel,
- Photo-oriented to appeal to varied language and literacy levels,
- Available in digital form to minimize printing waste and provide easy access to information, and
- Printed on recycled paper (double-sided as appropriate).

### *Ongoing Public Education & Outreach*

Collateral materials generated throughout the term of this Agreement will meet or exceed all Town requirements. Drafts and design templates will be provided to the Town for approval prior to production. At a minimum, the following ongoing collateral materials will be developed and distributed to Service Recipients:

Quarterly Newsletter: Quarterly newsletters will continue to be developed and distributed to all Residential Service Recipients. These will be sent as bill inserts, self-mailers or will be distributed digitally, as appropriate, and will include general information applicable to Residential Service Recipients.

Holiday Service Notification: Holiday service bill inserts or postcards will be developed and mailed to Service Recipients at least thirty (30) days in advance of rescheduled service. Additionally, notification of holiday service may be offered in the form of GreenWaste websites and/or via social media.

Services & Program Notifications: On an as-needed basis, these bill inserts will be developed and included in Service Recipient invoices to provide notification to Service Recipients of upcoming and timely information as deemed appropriate and timely by the Town.

Non-Collection Notices: Non-collection notices (NCNs) will also be updated as applicable. The notices are cart hangers for use by drivers whenever issues with contamination or improper set-out are encountered. NCNs can be used as a notification and warning system to the Service Recipient when an issue is encountered by collection, or they can be used to explain why collection did not occur.

### *Website Maintenance*

GreenWaste has designed an easily navigable website that maintains the same look and feel as other outreach collateral. GreenWaste has an in-house Outreach team and Graphic Designer who are responsible for the development and maintenance of the website. Utilizing an in-house team allows GreenWaste the flexibility to quickly make changes

### *Social Media*

GreenWaste's social media presence is aimed at increasing awareness of the company, affiliated companies, service offerings, events and general posts related to the environment, resource conservation and of course, recycling and diversion. Traffic on GreenWaste's website, social media accounts has continued to steadily increase, demonstrating interest in what GreenWaste shares and posts.

### *AB 341 and AB 1826 Outreach Activities*

To support the Town's compliance with AB341 and AB1826, GreenWaste will provide outreach and technical assistance support to Commercial Service Recipients as part of its ongoing Public Education & Outreach Program. GreenWaste will work with the Town and promote the inclusion of information on AB 341 and AB 1826 in outreach materials developed for Commercial Service Recipients to notify businesses of the regulations and recycling options with GreenWaste as their hauler.

As a result of the unique collection system GreenWaste provides, all Service Recipients are automatically subscribed to recycling and composting services since all material is processed by GreenWaste. The

regulations allow commercial entities to subscribe to a service that includes mixed waste processing that diverts recyclable materials from disposal and that yields diversion results comparable to source separation. GreenWaste's suite of services allow compliance with regulations to be easily attainable.

#### *SB 1383 Outreach Activities*

As California continues to work towards eliminating organic wastes from the landfill, new laws are being passed to accomplish the State's goals. The newest of these regulations is SB 1383, which generally is requiring jurisdictions to reduce their disposal of organics materials in the landfill.

While these regulations are not yet finalized, GreenWaste is proactively working with CalRecycle to understand the implications for our jurisdictions and will continue to be a proponent for the Town. Once the regulations are finalized, GreenWaste will work with the Town to determine what steps need to be taken for the Town to comply with the new regulations.

#### **Community Compost Giveaway**

One of GreenWaste's most successful programs has been compost giveaways. GreenWaste transports and delivers to the Town finished compost at specific, mutually agreed upon locations during the year. This material is available for Town residents only. Such distribution within the community is a great way to build support for this important recycling program and highlights the value of utilizing the innovative collection and processing methodology that GreenWaste provides.

#### **Being Visible and Accessible to the Community**

GreenWaste firmly believes in being a strong community citizen by becoming an integral part of and giving back to communities. GreenWaste will maintain active involvement and offer support to community groups, youth groups, business associations, and non-profit charitable organizations.

#### *Participation in Community Events*

GreenWaste will actively pursue opportunities to participate in community and educational events, including staffing booths and displays, participating in one-time, annual, and recurring events, and ensuring special events throughout the Town are poised to reduce the amount of waste sent to landfill. As part of its Public Education Plan, GreenWaste can offer planning, outreach and/or technical assistance services to Town-sponsored special events.

#### *MRF Tours*

GreenWaste will offer tours of its Material Recovery Facility (MRF) to any Town employees, Council or Committee members, residents, and community groups who desire to see first-hand how their material is processed. Visitors are provided with personal protective gear, including hard hats, safety vests, and eye protection, and are advised ahead of time to wear comfortable, close-toed shoes. The tour guide communicates with visitors throughout the processing buildings via headsets. Visitors are briefed prior to the tour about safety and are encouraged to ask questions and interact with the tour guide during the tour.

#### **Educating the Town's Youth**

GreenWaste is committed to educating and investing in future generations in a focused and purposeful effort, to instill in our greatest resource, our children, the knowledge, tools, and resources to make environmental sustainability and resource conservation an ingrained and habitual part of their lives. To inspire environmental stewardship in future generations, GreenWaste's PEOP includes a strong

environmental education component, which recognizes the powerful role that schools play in promoting awareness and fostering an environmental agenda within local communities.

#### *Educational Materials*

GreenWaste has dedicated significant resources to the development of educational materials geared toward younger audiences. GreenWaste's newsletters include a "Green Kids" section with different themes and seasonal activities related to recycling and waste reduction. The stars of GreenWaste's "Green Kids" section of its newsletters, and the role-model characters in GreenWaste's 20-page full size coloring and activity book "*Color the Earth Green*," are superhero "Captain GreenWaste" and his sidekick bulldog "Recovery." The "*Color the Earth Green*" activity book includes a two-page educational comic strip and a range of different coloring and educational activities geared toward children of different age ranges. GreenWaste is also creating a new children's book based on the Captain GreenWaste character, entitled "*Captain GreenWaste and the Waste Avengers*." This book aims to educate the youth on the importance of proper recycling, especially in light of current recycling challenges. Upon request, GreenWaste conducts tailored outreach, education, and equipment demonstrations to K-12 public and private schools and has developed kid-friendly recycling posters using materials that are often found in classrooms and cafeterias.

#### **Annual Work Plan**

Per Section 12.2 of this Agreement, Contractor shall submit to Town Manager a workplan for community relations activities to be implemented during each year of this Agreement.



**EXHIBIT D: RECYCLABLE MATERIALS**

<b>Acceptable Recyclable Materials – Must Be Clean and Free of Food and Liquid</b>	
<b>Material</b>	<b>Definition</b>
Tin/Steel	Includes steel food, beverage, aerosol and paint cans. “Tin” cans fall into this category. Tin or other coatings are often applied to a steel food can.
Aluminum	Aluminum used beverage containers, post-consumer aluminum beverage cans.
Metal – Misc.	Electrical motors, hangers ( <i>bundled</i> ), keys, nuts and bolts, metal pipe, propane tanks ( <i>empty</i> ), scrap metal, tools ( <i>drained of all fluids</i> ), toys, doors and screens.
PET	<b>#1 Polyethylene Terephthalate (PET, PETE).</b> PET is clear or mostly clear and tough. Commonly used in soft drink bottles and many injection molded consumer product containers.
NHDPE CHDPE	<b>#2 (Natural High-Density Polyethylene).</b> Includes milk, water and other bottles that are HDPE and are of a natural or translucent color. <b>(Colored High-Density Polyethylene).</b> Includes juice, detergent and other bottles that are HDPE and are of a colored or opaque color.
Mixed Plastic #3-7	<b>#3 PVC: Polyvinyl Chloride.</b> Commonly used in film for meat packaging and some rigid plastic containers. Does not include hard PVC (e.g. pipe). <b>#4 LDPE: Low Density Polyethylene.</b> Commonly used in newspaper and grocery bags and butter cups lids. Only acceptable when all film plastics are bagged together. <b>#5 PP: Polypropylene.</b> Commonly used in yogurt containers and deli trays. <b>#6 PS: Polystyrene.</b> (not typically recycled including Styrofoam) Commonly used <i>in</i> plastic cups and plates and to-go containers. <b>#7 OTHER: Other mixed resins.</b> Commonly used in mixed plastic containers or plastic products.
Glass – Clear	<b>Clear Glass Bottles and Containers</b> means clear glass beverage and food containers and glass dishware with or without a CRV label. Examples: Whole or broken clear soda and beer bottles, fruit juice bottles, peanut butter jars, and mayonnaise jars. Does <u>not</u> include glass bakeware, Pyrex or ceramics.
Glass – Colored	<b>Colored Glass Bottles and Containers</b> includes food and beverage containers – three subtypes described below: <b>Green Glass Bottles and Containers</b> means green-colored glass containers with or without a CRV label. Examples: Whole or broken green soda, beer and wine bottles.

Acceptable Recyclable Materials – Must Be Clean and Free of Food and Liquid	
Material	Definition
	<p><b>Brown Glass Bottles and Containers</b> means brown-colored glass containers with or without a CRV label. Examples: Whole or broken brown soda, beer and wine bottles.</p> <p><b>Other Colored Glass Bottles and Containers</b> means colored glass containers and bottles other than green or brown with or without a CRV label. Examples: Whole or broken blue or other colored bottles and containers.</p>
Glass – 3 Mix	A collection of flint, amber, and green beverage or food container glass. It may contain normal container labels and metal tops.
Mixed Paper	A mixture of various grades of recyclable waste paper not limited by fiber content and includes most types of clean and dry paper including glossy, white ledger and computer papers, colored paper, newspapers, magazines, catalogs, phone books, shredded paper, cards, laser- printed white ledger, windowed envelopes, sticky notes, paperboard, paper egg cartons and often contains corrugated and brown paper. Does <u>not</u> include photographs, carbon paper, tissue, napkins or waxed/coated fiber or mixed fiber products that may include coffee cups, ice cream containers, gable top cartons, aseptic or tetrapak. Food soiled materials and materials with visible water marks are not accepted as recyclables, but are considered mixed compostables.
News	<p>Known as ONP (old news print), ONP has two major sub-grades:            No. 8 is sorted newspapers only.            No. 6 may have some magazines mixed in and may be tied in bundles or gathered in brown bags.</p> <p>Food soiled materials and materials with visible water marks are not accepted as recyclables but are considered mixed compostables.</p>
OCC	Used boxes and sheets of corrugated board of various qualities. Corrugated is known as OCC (old corrugated container). OCC is clean cardboard made from unbleached, unwaxed paper with a fluted (corrugated) inner liner. Does <u>not</u> include pizza boxes. Food soiled materials and materials with visible water marks are not accepted as recyclables, but are considered mixed compostables.
eWaste:	Includes calculators, cameras, cell phones, computer mice, cords, DVD players, DVRs, fax machines, keyboards, small printers, radios, scanners, smart phones, stereos, telephones, VCRs. Inkjet/toner cartridges are <u>not</u> acceptable in the commingled container but are acceptable if collected separately.



## EXHIBIT E: TOWN-WIDE CLEAN-UP SERVICES

### 1. Materials Excluded from Town-Wide Clean-ups:

Contractor shall not be required to accept the following materials during town-wide cleanups:

- a) Yard Trimmings which are greater than six (6) feet in length or more than six (6) inches in diameter and tree trunks which are more than six (6) inches in diameter;
- b) More than thirty (30) gallons per household or uncontainerized debris and other materials resulting from the construction or demolition of buildings and other structures;
- c) More than thirty (30) gallons per household or uncontainerized concrete, asphalt, rock and dirt;
- d) Tires; and
- e) Hazardous Materials, including, but not limited to, used motor oil or car batteries.

### 2. Materials Included in Town-wide Clean-ups:

A. Contractor shall accept all Mixed Compostables from residents of Town. The Mixed Compostables shall be containerized prior to delivery to the Contractor. Contractor shall handle all materials received in a manner that will allow for maximum amount to be recycled, composted, or otherwise diverted from landfill.

B. Contractor shall accept from residents of Town, and keep separate for recycling, the following materials:

- a) Recyclable Materials which are collected by the Town's recycling program;
- b) Scrap metal items that do not exceed forty (40) pounds in weight and are not more than two (2) feet long in any dimension;
- c) Small appliances;
- d) White goods that do not contain Freon;
- e) White goods that contain Freon;
- f) Computer monitors and television sets;
- g) Up to 30-gallons per household of containerized debris resulting from the construction or demolition of residential buildings and other structures;
- h) Up to 30-gallons per household of containerized concrete, asphalt, rock and dirt;
- i) Bulky goods (undamaged to be donated to a non-profit service organization); and
- j) Clean and dry textiles that are not loose (to be donated to a non-profit service organization, as feasible).

C. Contractor shall accept from residents of Town, and keep separate for composting, the following materials:

- a) Yard Trimmings which are less than six (6) inches in diameter, and not more than six (6) feet in length; and
- b) Clean (unpainted and untreated) dimensional lumber less than five (5) feet in length.

### 3. Permitted Trailers

A. Trailers used by Service Recipients for the hauling of materials to the Cleanups are limited to four (4) feet by eight (8) feet in size. All trailers must be open to allow for inspection prior to entering the event (no enclosed trailers are permitted).

#### **4. Hours of Service**

A. Franchisee shall accept material from 8:00am until 11:00am, unless otherwise mutually agreed between the Town and Contractor. Any Service Recipient that is not in the parking lot by 11:00am will be turned away.

## EXHIBIT F: ON-CALL CLEAN-UP SERVICES

### A. Collection Vouchers

Residential Service Recipients will receive two vouchers at the beginning of each Calendar Year for the collection of up to 96-gallons of extra Mixed Compostables or Yard Trimmings set-outs each on the regularly scheduled day of collection.

### B. On-Call Clean Up

Residential Service Recipients with Mixed Compostable Materials service are eligible to use the On-Call Clean-up Services program. Residential Service Recipients can schedule up to two (2) On-Call Clean-ups per year at no additional charge. Residential Service Recipients must call at least 48-hours in advance to schedule On-call Clean-up Services.

**Each On-Call Clean-up Service collection allows the Residential Service Recipient to schedule pickup of either one of the following:**

1. Up to two (2) Bulky Items as described in Section 1 below. Collection may occur on the Residential Service Recipient's regular Mixed Compostable Materials collection day or on a day other than the Residential Service Recipient's normal day of collection depending on the item, but collection shall happen within five (5) days of the Service Recipient's request.
2. Up to two (2) piles or cans of Yard Trimmings and clean wood waste as described in Section 2 below. Collection will occur on the customer's regular Yard Trimmings collection day as described in Section 2 below.

#### 1. Bulky Items including:

- a) White goods (appliances) which do not contain Freon.
- b) White goods (appliances) which contain Freon (refrigerators and air conditioners) count as two (2) Bulky Items.
- c) Computer monitors and television sets.
- d) Worn and damaged furniture, mattresses, box springs (mattress and box springs each count as one Bulky Item).
- e) Reusable (undamaged) household goods, toys and textiles to be donated to a non-profit service organization that are contained in bags or boxes not to exceed three (3) feet, by three (3) feet, by three (3) feet.

Contractor will first attempt to donate Bulky Items and reusable items that are collected. If items are not accepted by third-parties for reuse, materials will be recycled and/or disposed as appropriate.

#### 2. Yard Trimmings and Wood Waste

- a) Yard Trimmings and clean (unpainted and untreated) wood must be bundled, boxed or in a can.
- b) Branches and/or stumps must be less than six (6) inches in diameter.
- c) Bundled piles must not exceed six (6) feet in length, and not weigh more than fifty (50) pounds each. The total pile size must not exceed four (4) feet, by four (4) feet, by eight (8) feet.
  - No poison oak, or bug-infested material will be accepted.
  - No loose piles that do not conform to section 2.c above.
  - No materials in plastic bags will be collected.

**Restricted/Hazardous Items**

- Bulky Items do not include abandoned automobiles, large auto parts, or trees.
- No car parts with oil or other fluid residues will be accepted.
- No Hazardous Materials, including used motor oil will be collected.

*Unused Vouchers and On-Call Clean-up Services are not transferable from one calendar year to the next.*



## EXHIBIT G: REPORTING REQUIREMENTS

1. Quarterly Reports.

Contractor shall submit, within fifteen (15) calendar days following the end of each three (3) month period, quarterly reports on Mixed Compostable Materials collection, Recyclable Materials collection, Yard Trimmings collection, and Town-wide Clean-up events. Contractor shall submit, within fifteen (15) calendar days following the end of each three (3) month period, the prior quarter's report on disposal from processing Mixed Compostable Materials, Recyclable Materials and Yard Trimmings, and disposal from Town-wide Clean-up events during the prior quarter, including the total current diversion rate. This report information shall meet the reporting requirements of the California Integrated Waste Management Act, as such Act may from time to time be amended. In addition to the information required by the California Integrated Waste Management Act, each quarterly report shall include the information described in Section 2 of this EXHIBIT G

  - 1.1 Quarterly Summary.

The quarterly report shall contain a summary of the information reported pursuant to Section 1 of this EXHIBIT G. Reports shall also contain a description of milestones achieved; staffing levels; and a log of special occurrences; and any other relevant information.
  - 1.2 Sales of Recyclable Materials.

The quarterly report shall contain a quarterly Recyclable Materials sales statement showing: type of material, the name of each buyer, date of sale, terms of sale, quantity sold (in tons), and net sales (net sales means gross sales minus both sales returns and sales allowances). Tonnages sold at different prices during the quarter must be reported separately. Adjustments to previous quarters' sales (such as for contaminants) shall be reported on the current statement as a reduction in sales and referenced to the statement for the prior quarter in which the original sale was actually reported.
  - 1.3 Contaminants.

The quarterly report shall include a statement of the weight (in tons) of contaminants in the Recyclable Materials collected during the quarter, the weight of the contaminants expressed as a percentage of the Recyclable Materials collected, and a description of the disposal methods for the contaminants.
  - 1.4 Problems Encountered.

The quarterly report shall include a narrative account of problems encountered during the reporting period in connection with Recyclable Materials collection (including scavenging), processing and/or marketing, and the actions taken by Contractor in response. The narrative shall include a description of problems relating to non-collection because of contamination in the Recyclable Materials Containers or because of blocked access. The narrative shall also include a description of Recyclable Materials rejected for sale after processing (by type of material and tonnages) reason(s) for rejection, and Contractor's disposal method for the rejected load.
  - 1.5 Public Education Activities.

The quarterly report shall include a description of the public education and community relations activities performed by Contractor during the quarter and Contractor's evaluation of the success of such activities in promoting the Program or in addressing problems encountered by Contractor.
  - 1.6 Telephone Log.

The quarterly report shall contain a copy of Contractor's telephone and complaint log, and include the name and address of each caller, the reason for the call, details on each complaint and a description of how each complaint was resolved.
  - 1.7 New Service Recipients.

The quarterly report shall contain a listing of all new Service Recipients, including their name, address and level of service.
  - 1.8 Missed Pickups.

The quarterly report shall contain a written record of all calls related to missed pickups, and a description of the response to each call.

1.9 Bulky Goods.  
The quarterly report shall include a description of the number of Bulky Goods collected (by type).

1.10 On-Call Clean Ups.  
The quarterly report shall include a description of the number of On-Call Clean Ups and a description of the types of materials collected.

1.11 Town-wide Clean Ups.  
The quarterly report shall include details of any Town-wide clean ups that occurred during that quarter, including the number of tons processed, the number of tons disposed of as residue. In addition, the quarterly report should detail any issues that arose during the Town-wide Clean Up.

2. Compost Quality Reports.

On April 1 and October 1 of each year of this Agreement, Contractor shall provide Town with copies of Laboratory reports on the quality of the compost materials produced for the Yard Trimmings collected in Town.

3. Annual Reports.

3.1 Annual Report Submitted By Contractor.

Within 30 days following the end of each Agreement Year, Contractor shall provide Town with an annual report containing: a summary report of the quarterly reports for the year, including information on the total annual quantities of Mixed Compostable Materials collected and disposed, Recyclable Materials collected, and Yard Trimmings collected.

The annual report shall also contain a discussion of public awareness activities and their impact on recycling participation and recovered amounts, and a discussion of highlights and other noteworthy program experiences, along with measures taken to resolve problems, increase efficiency, and increase participation.

Contractor shall prepare and submit to Town, no later than March 31 of each year of this Agreement, the Annual Report required by the California Integrated Waste Management Act, for Town to receive and submit to CalRecycle.

3.2 Financial Information.

On or before April 1 of each year of the term of this Agreement beginning in the year 2020, Contractor shall cause to be prepared an audited statement of Contractor's income and expenses for the immediately preceding calendar year. Such statement shall be prepared by a Certified Public Accountant (CPA) licensed to practice in the State of California and shall be accompanied by a certification from the CPA that the calculation of said income and expenses is fairly presented in accordance with Generally Accepted Accounting Principles and in accordance with the terms of this Agreement. Upon request by Town, Contractor shall cause such statement to be submitted by the CPA directly to Town. Contractor shall ensure that the work papers of the CPA, and other such documents as may be required by Town which show in detail the Contractor's net profit or loss related to the operations required under this Agreement, shall be available for inspection, upon reasonable request, to the Town Auditor, Town Manager, Town Attorney, or the designee of any of these officers.

3.3 Declarations.

Each year of the term of this Agreement, Contractor shall submit to Town, as an attachment to the Annual Report, a declaration describing the current status of any criminal or civil litigation pending against either Contractor's parent company or any subsidiaries of the parent company which relates to Mixed Compostable Materials handling, collection, recycling or disposal. Also, Contractor shall submit declarations of the current status of any pending criminal or civil litigation relating to the

activities of Contractor, Contractor's parent company or any subsidiary naming any current officer of the parent company or any subsidiary company as a defendant. For these declarations "current officers" shall be defined to include those individuals who are presently serving or who have served as an officer of the parent company or the subsidiary within the two (2) years immediately preceding the date of the report.

3.3 Vehicle Fleet Information.

Each year of the term of this Agreement, Contractor shall submit to Town, as an attachment to the Annual Report, all information required by Section 9 of this Agreement.

4. End of Agreement Reports.

Reports covering the last period of this Agreement will be due following the end of collection services, on the schedule stated in this EXHIBIT G. Therefore, the last Compensation Payment to Contractor by Town shall not be made until these reports are delivered to Town.

**EXHIBIT H: FULL AND LIMITED ACCESSIBILITY STREETS**

Pursuant to Article 1.4 Definitions - Curbside Full Accessibility Service and Curbside Limited Accessibility Service and to serve the best interest of Service Recipients that may present unique circumstances regarding their Set-out Locations and particular roads or road segments, and in acknowledgment of future potential construction and/or road alterations, the Town Manager and Contractor mutually agree that the following list of Limited Accessibility Addresses will remain a living document. As the built environment and set-out scenarios in Woodside evolve, this list may need to be updated accordingly.

**IMPORTANT NOTE:** Contractor is currently performing audits of all addresses throughout the Town to maximize the reach of Limited Accessibility Streets and minimize individual On-Premises Charges. Contractor and the Town have defined Limited Accessibility Streets as those addresses where access to Residential Service Recipients premises and/or Set-out Locations require Contractor use a smaller collection vehicle and where three (3) or more Residential Service Recipients receive collection services. Roadways where two (2) or fewer Residential Service Recipients receive collection services are considered On-Premises Services and are subject to On-Premises Charges. However, if a determination is made that a shared roadway is a Limited Accessibility Street and the number of Residential Service Recipients with Set-out locations on these shared roadways decreases to two (2) or fewer, those addresses may lose their designation as a Limited Accessibility Street. (See attached illustrative diagrams below.)

**Full Accessibility Streets:**

Streets not listed as Limited Accessibility Streets and/or Addresses are considered Full Accessibility Streets as defined in Article 1.3.2 of the Agreement. Contractor can service streets considered Full Accessibility using a large collection vehicle. On-Premises collection service distances along Full Accessibility Streets will be measured pursuant to Article 1.4.1 of the Agreement.

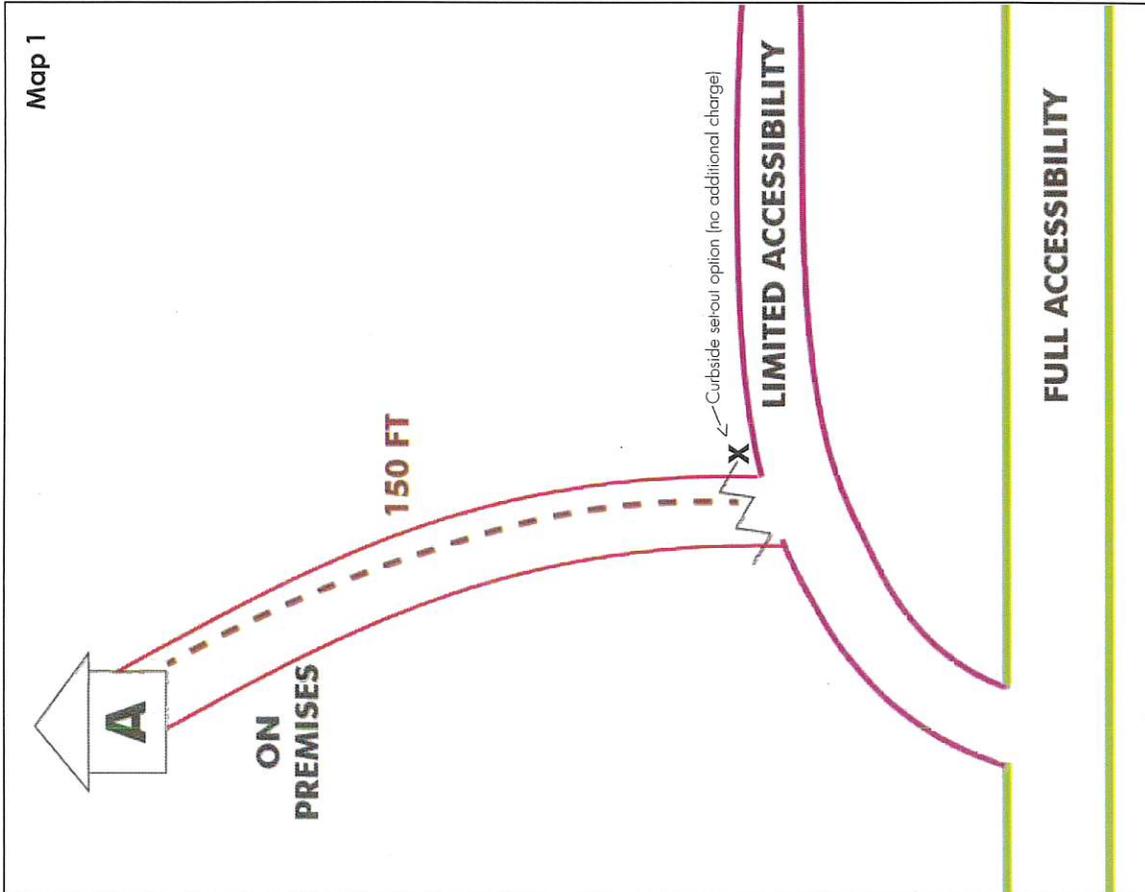
**Addresses along Limited Accessibility Streets:**

Contractor can only service these streets considered Limited Accessibility, as defined in Article 1.3.3 of the Agreement, using a small collection vehicle. On-Premises collection service distances along Limited Accessibility Streets will be measured pursuant to Article 1.3.3 and 1.4.2 of the Agreement. Yard Trimmings are not collected separately On-Premises or in Limited Accessibility Areas; these Service Recipients shall place Yard Trimmings in the Mixed Compostable Materials Cart.

590	Albion Ave	1304	Canada Rd	980	Espinosa Rd
595	Albion Ave	1	Echo Ln	270	Family Farm Dr
100	Bear Gulch Rd	10	Echo Ln	200	Family Farm Rd
185	Bear Gulch Rd	15	Echo Ln	218	Family Farm Rd
5	Big Tree Rd	30	Echo Ln	220	Family Farm Rd
6	Big Tree Rd	750	Espinosa Rd	230	Family Farm Rd
21	Big Tree Rd	764	Espinosa Rd	250	Family Farm Rd
30	Big Tree Rd	800	Espinosa Rd	260	Family Farm Rd
33	Big Tree Rd	810	Espinosa Rd	280	Family Farm Rd
40	Big Tree Rd	885	Espinosa Rd	300	Family Farm Rd
45	Big Tree Rd	895	Espinosa Rd	310	Family Farm Rd
48	Big Tree Rd	900	Espinosa Rd	320	Family Farm Rd
56	Big Tree Rd	905	Espinosa Rd	136	Grandview Dr
933	Canada Rd	920	Espinosa Rd	145	Grandview Dr
935	Canada Rd	921	Espinosa Rd	166	Grandview Dr
937	Canada Rd	950	Espinosa Rd	205	Grandview Dr
1270	Canada Rd	956	Espinosa Rd	277	Grandview Dr



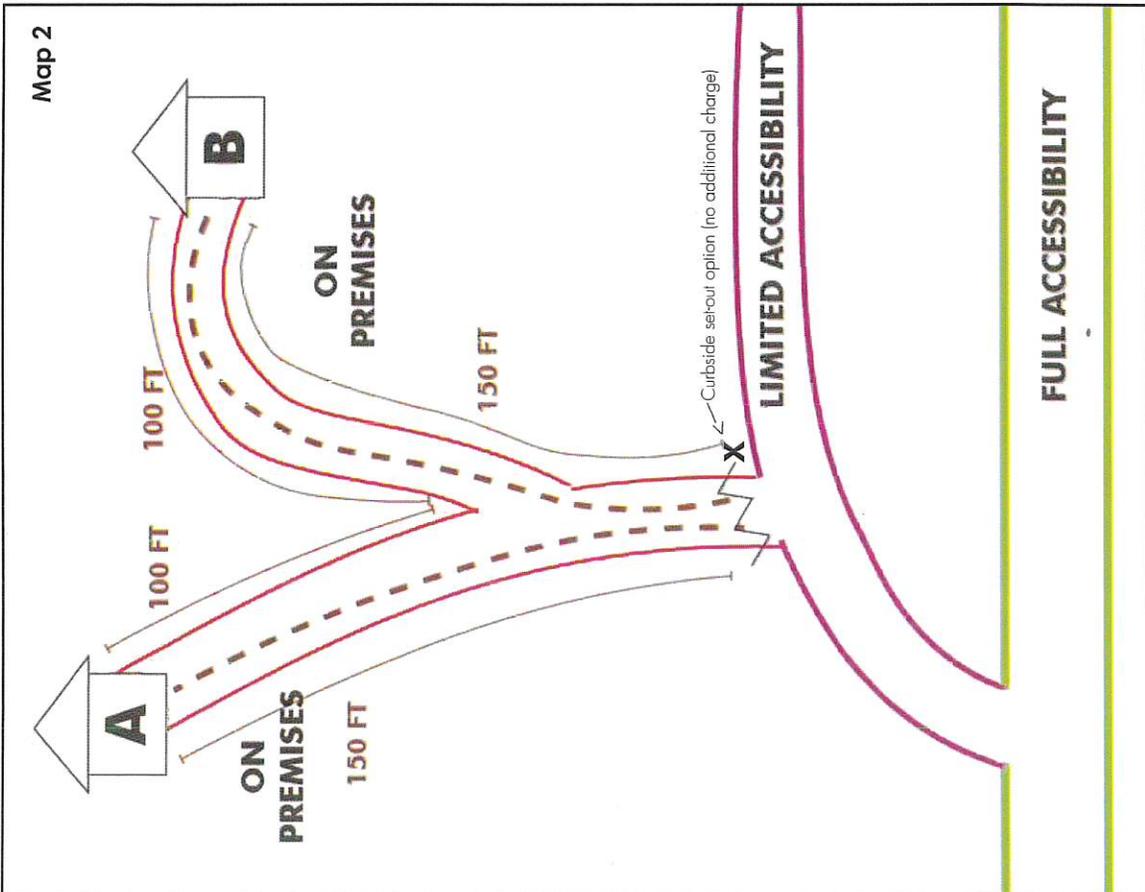
295	Grandview Dr	8	Montecito Rd	22	Preston Rd
300	Grandview Dr	15	Montecito Rd	25	Preston Rd
303	Grandview Dr	21	Montecito Rd	27	Preston Rd
325	Grandview Dr	33	Montecito Rd	29	Preston Rd
350	Grandview Dr	370	Mountain Home Ct	359	Preston Rd
155	Hobart Heights Rd	372	Mountain Home Ct	116	Romero Rd
170	Hobart Heights Rd	376	Mountain Home Ct	140	Romero Rd
185	Hobart Heights Rd	181	Mountain Home Rd	147	Romero Rd
1449	Home Rd	187	Mountain Home Rd	163	Romero Rd
140	Josselyn Ln	189	Mountain Home Rd	179	Romero Rd
145	Josselyn Ln	15	Neuman Ln	180	Romero Rd
150	Josselyn Ln	25	Neuman Ln	191	Romero Rd
170	Josselyn Ln	35	Neuman Ln	198	Romero Rd
210	Josselyn Ln	45	Neuman Ln	20	Smoke Tree Ln
215	Josselyn Ln	7	Oak Haven Way	25	Smoke Tree Ln
225	Josselyn Ln	41	Oak Haven Way	57	Smoke Tree Ln
230	Josselyn Ln	50	Oak Haven Way	3	Still Creek Rd
275	Josselyn Ln	61	Oak Haven Way	7	Still Creek Rd
310	Kings Mountain Rd	71	Oak Haven Way	35	Still Creek Rd
330	Kings Mountain Rd	80	Oak Haven way	45	Still Creek Rd
340	Kings Mountain Rd	81	Oak Haven Way	135	Summit Rd
360	Kings Mountain Rd	99	Oak Haven Way	147	Summit Rd
411	La Questa Way	133	Old La Honda	100	Todo El Mundo
427	La Questa Way	355	Old La Honda	200	Todo El Mundo
1	Lawler Ranch Rd	371	Old la Honda	210	Todo El Mundo
215	Lindenbrook Rd	7	Orchard Hill Rd	220	Todo El Mundo
219	Lindenbrook Rd	15	Orchard Hill Rd	230	Todo El Mundo
110	Lower Lake Rd	20	Patrol Ct	25	Upenuf Rd
512	Maple Way	25	Patrol Ct	37	Upenuf Rd
20	Martinez Rd	30	Patrol Ct	15	Upper Lake Rd
21	Martinez Rd	1231	Portola Rd	17	Upper Lake Rd
25	Martinez Rd	1239	Portola Rd	25	Upper Lake Rd
35	Martinez Rd	1301	Portola Rd	45	Upper Lake Rd
170	Martinez Rd	1307	Portola Rd	435	Whiskey Hill Rd
188	Martinez Rd	1339	Portola Rd	437	Whiskey Hill Rd
275	Martinez Rd	1407	Portola Rd	441	Whiskey Hill Rd
2	Medway Rd	1415	Portola Rd	443	Whiskey Hill Rd
12	Medway Rd	1439	Portola Rd	445	Whiskey Hill Rd
16	Medway Rd	1475	Portola Rd	447	Whiskey Hill Rd
20	Medway Rd	1800	Portola Rd	449	Whiskey Hill Rd
30	Medway Rd	1820	Portola Rd	2891	Woodside Rd
95	Medway Rd	2083	Portola Rd	2893	Woodside Rd
822	Midglen Way	2087	Portola Rd	2905	Woodside Rd
831	Midglen Way	2091	Portola Rd	2907	Woodside Rd
854	Midglen Way	9	Preston Rd	2909	Woodside Rd
6	Montecito Rd	16	Preston Rd	3125	Woodside Rd
7	Montecito Rd	19	Preston Rd	3145	Woodside Rd



	Customer	Map 1	Map 2	Map 3
Right Side Between Stops	A	150'		
	B	-		
	C	-		
	total	150'		
Left Side Between Stops	A	150'		
	B	-		
	C	-		
	total	150'		
Average Lineal Distance	A	150'		
	B	-		
	C	-		
	total	150'		

*To Curbside Set-out (adopted methodology)	A	150'		
	B	-		
	C	-		
	total	150'		

With one customer, the On-Premises distance measured is consistent regardless of methodology.

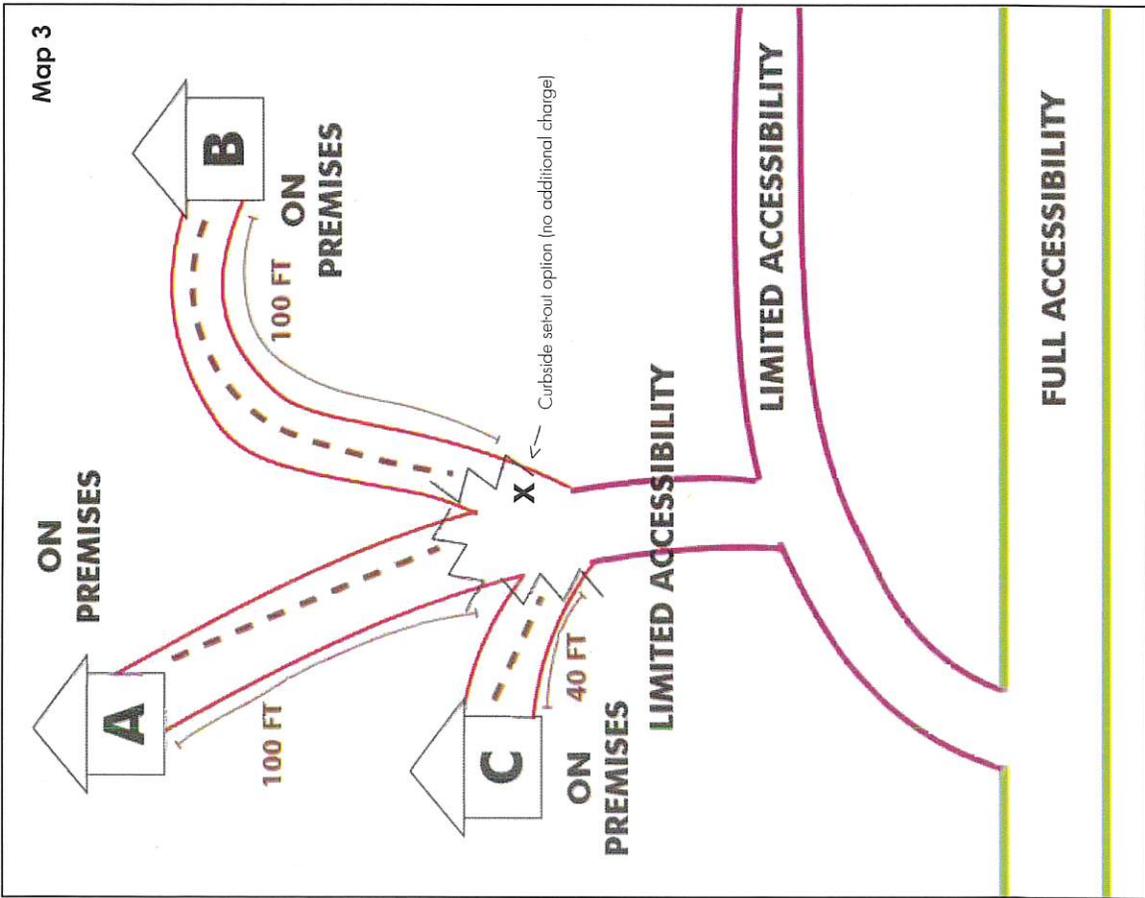


	Customer	Map 1	Map 2	Map 3
Right Side Between Stops	A	150'	200'	
	B	-	150'	
	C	-	-	
	total	150'	350'	
Left Side Between Stops	A	150'	150'	
	B	-	200'	
	C	-	-	
	total	150'	350'	
Average Lineal Distance	A	150'	175'	
	B	-	175'	
	C	-	n/a	
	total	150'	350'	

*To Curbside Set-out (adopted methodology)	A	150'	150'	
	B	-	150'	
	C	-	-	
	total	150'	300'	

GWR's methodology reduces the overall On-Premises distance measured by 50 feet.

4



	Customer	Map 1	IMap 2	Map 3
<b>Right Side Between Stops</b>	A	150'	200'	100'
	B	-	150'	100'
	C	-	-	40'
	<b>total</b>	<b>150'</b>	<b>350'</b>	<b>240'</b>
<b>Left Side Between Stops</b>	A	150'	150'	100'
	B	-	200'	100'
	C	-	-	40'
	<b>total</b>	<b>150'</b>	<b>350'</b>	<b>240'</b>
<b>Average Lineal Distance</b>	A	150'	175'	100'
	B	-	175'	100'
	C	-	n/a	40'
	<b>total</b>	<b>150'</b>	<b>350'</b>	<b>240'</b>

<b>*To Curbside Set-out (adopted methodology)</b>	A	150'	150'	100'
	B	-	150'	100'
	C	-	-	40'
	<b>total</b>	<b>150'</b>	<b>300'</b>	<b>240'</b>

When the start of the road is designated Limited Accessibility via the addition of Customer C, Customers A & B see a reduction in the measurement of On-Premises Services.

60

EXHIBIT I: NEW PROGRAM ROLL-OUT

	DATE	MATERIAL/EVENT	DESCRIPTION
Pre-Rollout	Late September, ongoing (completed)	Customer Service & Outreach Training	<b>GOAL:</b> Ensure GWR staff are fully-equipped to answer all Service Recipient questions. <b>DELIVERABLE:</b> Train GWR staff on details of new program and pertinent timelines. <b>AUDIENCE:</b> GWR staff (direct) ⇒ All WDS/PV Service Recipients (indirect)
	Late September, ongoing (initial steps completed)	Establish Town ⇒ GWR Communication Mechanisms	<b>GOAL:</b> Ensure proper channels and feedback loops are set up so that the Town can properly funnel concerns from Service Recipients to GWR for follow-up. <b>DELIVERABLE:</b> GWR will let Town contacts know to whom at GWR Service Recipient inquiries should be directed via email (general inquiries to <a href="mailto:portola.woodsides@greenwaste.com">portola.woodsides@greenwaste.com</a> , elevated issues to Valerie Chavez, Customer Service Manager). GWR will respond to individual inquiries forwarded from the Town via an email acknowledgement and will internally track Town-involved inquiries. GWR will make data available to Town staff upon request. <b>AUDIENCE:</b> WDS/PV Town staff and GWR staff
	September – November	Conduct Curbside Audits	<b>GOAL:</b> Document furthest stretches of Curbside service locations so that Service Recipients understand proper Green Cart set-out locations. <b>DELIVERABLE:</b> Thorough collection of data to support accurate map depicting Curbside collection points.
	October – December 2019 (living resource)	Dedicated webpage	<b>GOAL:</b> Provide opportunity for Service Recipients to access information and make service requests online. <b>DELIVERABLE:</b> Develop and launch an informative and easy-to-use dedicated page (or pages) that Service Recipients can use to understand the changes and modify or preserve their existing service level. Initial page will be brief with draft information, available by the time Prop 218 notices are received. Includes details on: <ul style="list-style-type: none"> <li>• Program Overview (completed)</li> <li>• Rates for Base Services, as well as Additional and Special Services (completed)</li> <li>• Extensive FAQs (living document; comprehensive, consolidated likely questions from customers)</li> <li>• Map to aid in deciphering Curbside (where Green Carts must always be placed) Service Locations. This will be a living document until July 1, 2020.</li> <li>• Cart Selection Guide (to be launched November 18, 2020)</li> </ul> <b>AUDIENCE:</b> All WDS/PV Service Recipients
	October – November	Conduct Walk-on & Enclosure Audits	<b>GOAL:</b> Document Walk-on distances and Enclosures so that staff will have the data to inform Service Recipients of applicable charges. <b>DELIVERABLE:</b> Thorough collection of data to support application of Walk-on Rates.
	Mid – late October	Workshop #1 (Prop 218)	<b>GOAL:</b> Deliver comprehensive and succinct information on proposed changes to services and new rate structure. Answer all general questions, and ensure is properly informed ahead of Council votes. <b>DELIVERABLE:</b> Host workshops at Town Halls, including presentation, Q&A session, and one-on-one conversations. <b>AUDIENCE:</b> All WDS/PV Service Recipients
	Nov. 18 (pending approval) Nov. 1	Updated Recycle Guide available online Newsletter Spread	<b>GOAL:</b> Provide thorough reference document that includes updated program details. <b>DELIVERABLE:</b> Update Recycle Guide to match new service offerings and make available on the GWR website. <b>AUDIENCE:</b> All WDS/PV Service Recipients <b>GOAL:</b> Ensure all Service Recipients are made aware of the proposed service program. <b>DELIVERABLE:</b> Design, print and mail full-color quarterly newsletter dedicated to new program, including overview of rates, collection locations, required use of GWR containers, and Workshop dates. <b>AUDIENCE:</b> All WDS/PV Service Recipients
	Nov. 18, Ongoing (as applicable)	Digital Communications	<b>GOAL:</b> Ensure Service Recipients know how to access GWR staff for questions, and provide digital resources. <b>DELIVERABLE:</b> Draft and deliver brief, catchy and informative digital communications via 1) Email to GWR's e-billing customers, 2) WDS/PV's Nextdoor, and 3) WDS/PV's Facebook <b>AUDIENCE:</b> All WDS/PV Service Recipients
	Nov. 18, 2020 (pending Council Approval)	Container Verification and Selection Guide	<b>GOAL:</b> Ensure all Service Recipients are made aware of the new approved service program and provide individual details about service levels to aid Service Recipient in making service decisions. Encourage active participation from Service Recipients & collect and update all Service Recipient subscriptions. <b>DELIVERABLE:</b> Design and print mailer with pre-paid return-mail form. Include a sheet that outlines individual service subscriptions and explanation of the new Base Services and provide Service Recipients with a convenient way to determine the cost of their services and request said services. Guides must be submitted by Dec. 6, 2019. <b>AUDIENCE:</b> All WDS/PV Service Recipients
	Base Service Rate Rollout	~ Dec. 2019	Order Trucks
~ Dec. 2019		Order, Assemble, And Stage Containers	<b>DELIVERABLE:</b> GWR will order and assemble Containers needed to provide service. GWR will order containers as soon as GWR can feasibly estimate projected service levels. <b>REQUEST:</b> In order to provide the most efficient Container delivery, GWR will need to partner with the Towns to locate a local staging location for the Containers.
Jan. 2019 – March 2020		Non-compliant Containers Cart Tagging	<b>GOAL:</b> Ensure Service Recipients that are utilizing non-compliant containers understand that they must subscribe to GWR-issued containers by April 1, 2020. <b>DELIVERABLE:</b> Design, print and distribute educational cart tag that informs the Service Recipient that their container is non-compliant and that they must have the proper GWR-issued carts onsite by April 1, 2020. <b>AUDIENCE:</b> All WDS/PV Service Recipients that are not utilizing GWR-provided containers.
January 1, 2020		Base Rates & Drive-on Rates, as recorded in Tower, and new Walk-on & Enclosure Rates applied	<b>GOAL:</b> Start transitioning Service Recipients from the old rate structure to the new rate structure. <b>DELIVERABLE:</b> Bring Service Recipients up to current Base Rates reflective of their then-current garbage subscription level. <ul style="list-style-type: none"> <li>• Service Recipients will be billed at the new rates for the Jan. 1 – March 31 billing period for services they were receiving as of the billing date that includes their Garbage (now Mixed Compostables) rate and the separated Drive-on distance charge for their then-current set-out location as recorded in Tower. NOTE: If a Service Recipient subscribe to new Drive-on Service, the full Drive-on Rate will apply. Only Service Recipients with existing Drive-on Service will see the rates phased-on.</li> <li>• Service Recipients that request Bulky-item Collections will be charged when the service is provided.</li> <li>• Service Recipients that increase Drive-on Services and begin setting out in a new location will be billed based on the date GWR can guarantee the modified services will be provided.</li> <li>• As to not penalize Service Recipients that proactively right-size their service level that would normally increase their costs, Service Recipients that request additional monthly services (i.e. more Mixed Compostables, Yard Trimmings and/or Recyclable Materials carts) will not be billed for these additional recurring services until July 1, when full implementation applies.</li> </ul> Apply new Walk-on and Enclosure Rates for Service Recipients that have used these services but have not yet paid for these services. <b>AUDIENCE:</b> All WDS/PV Service Recipients



Proper Set-out Location	January 1, 2020	Cart delivery	<p><u>GOAL:</u> Supply Service Recipients with needed tools for new service program.</p> <p><u>DELIVERABLE:</u> Deliver and/or remove carts in a timely fashion.</p> <ul style="list-style-type: none"> <li>• Carts will be staged at location provided by the Town(s)</li> <li>• All Yard Trimmings carts and all carts that are part of cluster points will be clearly marked with address upon delivery. Carts already onsite will be systematically marked with address, as needed.</li> <li>• Carts will be delivered to houses, not cluster points.</li> <li>• Note: Service Recipient may choose to keep personal cans for use of extra one-time materials only. Should the Service Recipient wish to have personal cans removed, the Service Recipient may use 1) an On-Call Cleanup, 2) a Bulky item collection, or 3) take the carts to the Town-Wide Cleanup Events.</li> </ul> <p><u>AUDIENCE:</u> All WDS/PV Service Recipients that require additional GWR carts, GWR carts be removed, and/or cart-swaps based on service levels and elimination of garbage container</p>
	January 2020	Conduct On-Premise Audits	<p><u>GOAL:</u> Update On-Premise measurements to ensure equitability and logic of measurements.</p> <p><u>DELIVERABLE:</u> Document updated Drive-on and Walk-on measurements, as well as presence of enclosures.</p> <p><u>AUDIENCE:</u> All WDS/PV Service Recipients that may or may not be currently paying for On-Premise service .</p>
	February 1, 2020	Newsletter Spread & Cut-Sheet  (Service location details & Audited Walk-on/Drive-on measurements)	<p><u>GOAL:</u> Ensure all Service Recipients are made aware of the next phase of implementation, including discontinued collection of Green Carts in non-Curbside locations, and application of Walk-on, and Enclosure rates, as well as application of corrected Drive-on measurements.</p> <p><u>DELIVERABLE:</u> Design, print and mail full-color quarterly newsletter dedicated to new program, including overview of next phase of implementation. Include in mailing a 1/3 cut sheet that outlines rate changes as they apply to the customer, as applicable, as well as notification regarding discontinued collection of non-compliant containers as of April 1, 2020.</p> <p><u>AUDIENCE:</u> All WDS/PV Service Recipients + targeted to customers with On-Premise service</p>
	Feb. 2020	Driver training	<p><u>GOAL:</u> Ensure GWR drivers understand the new program and phase-in/roll-out implementation timeline.</p> <p><u>DELIVERABLE:</u> Provide entire operations team with training during morning meetings, including provision of applicable cart tags/outreach collateral.</p> <p><u>AUDIENCE:</u> GWR staff (direct) -&gt; All WDS/PV Service Recipients (indirect)</p>
	February 8 & 15, 2020 (approx.)	Workshop #2	<p><u>GOAL:</u> Deliver comprehensive and succinct information on changes to services and new rate structure. Answer all general questions, assist with and secure completed Cart Selection Guides and obtain contact information for Service Recipients that may need answers based on individual circumstances.</p> <p><u>DELIVERABLE:</u> Host workshops at Town Halls, inclusive of an interactive presentation, Q&amp;A session, and one-on-one conversations. Hold office-hours-only opportunity for those that only have individual service questions.</p> <p><u>AUDIENCE:</u> All WDS/PV Service Recipients</p>
	March 2020	Tag Green Carts that are set out in locations other than Curbside	<p><u>GOAL:</u> Ensure Service Recipients are aware that Green Carts will not be collected in locations other than Curbside as of April 1, 2020. Ensure Service Recipients are aware of their options relative to their Green Cart(s).</p> <p><u>DELIVERABLE:</u> Design, print and distribute educational cart tag that informs the Service Recipient that their cart is located in a non-serviceable location and provides applicable service options.</p> <p><u>AUDIENCE:</u> WDS/PV Service Recipients that are placing Green Carts in non-Curbside locations.</p>
	March 2020	GWR Office Hours	<p><u>GOAL:</u> Provide Service Recipients with an opportunity to discuss their individual service concerns and gain clarity on any questions they may have relative to Green Cart set-out and Walk-on Service, or any other questions.</p> <p><u>DELIVERABLE:</u> GWR staff will be available twice at each Town Hall (or other location as agreed-upon with the Towns) during the month of March to answer Service Recipient questions.</p> <p><u>AUDIENCE:</u> All WDS/PV Service Recipients</p>
	April 1, 2020	Discontinue collection of Green Carts in non-Curbside locations	<p><u>GOAL:</u> Implement new policy of Green Carts being collected only at Curbside set-out locations.</p> <p><u>DELIVERABLE:</u> GWR driver will no longer co-collect Green Carts with Gray Carts, and as such will leave behind Green Carts that are placed in locations other than Curbside.</p> <p><u>AUDIENCE:</u> WDS/PV Service Recipients that are placing Green Carts in non-Curbside locations</p>
	April 1, 2020	Discontinue collection of non-compliant carts	<p><u>GOAL:</u> Implement new policy of Green Carts being collected only at Curbside set-out locations.</p> <p><u>DELIVERABLE:</u> GWR driver will no longer co-collect Green Carts with Gray Carts, and as such will leave behind Green Carts that are placed in locations other than Curbside.</p> <p><u>AUDIENCE:</u> WDS/PV Service Recipients that are placing Green Carts in non-Curbside locations</p>
	April 1, 2020	Apply Updated Drive-on Rate & Measurements	<p><u>GOAL:</u> Continue phasing in implementation of new rate structure.</p> <p><u>DELIVERABLE:</u> Apply updated Drive-on rate based on corrected distance audits performed in January (that Service Recipients were informed of in the February billing).</p> <p><u>AUDIENCE:</u> WDS/PV Service Recipients with Drive-on Service per EXHIBIT A.</p>
Enforcement & Finalization	May 1, 2019	Newsletter Spread & Cut-Sheet  (Reminder of service timeline)	<p><u>GOAL:</u> Ensure all Service Recipients are made aware of the next phase of implementation, including full application of new Drive-on Rates, as well as charges for additional carts.</p> <p><u>DELIVERABLE:</u> Design, print and mail full-color quarterly newsletter dedicated to new program, including overview of next phase of implementation. Include in mailing a 1/3 cut sheet that outlines rate changes as they apply to the customer, as applicable.</p> <p><u>AUDIENCE:</u> All WDS/PV Service Recipients + targeted to customers with Additional Carts &amp; Drive-on Service</p>
	June 2020	Enforcement tagging	<p><u>GOAL:</u> Assign appropriate service levels to Service Recipients that have not proactively subscribed to services.</p> <p><u>DELIVERABLE:</u> Design and print eye-catching cart tags. Drivers to tag carts to push Service Recipients that have not subscribed to add-ons, but are using add-ons, to subscribe to desired services, as appropriate.</p> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> tag: Tag and collect</li> <li>• 2<sup>nd</sup> tag: Tag and collect</li> <li>• 3<sup>rd</sup> tag: Tag and leave material</li> <li>• 4<sup>th</sup> tag +: Tag &amp; charge the Service Recipient</li> </ul> <p><u>AUDIENCE:</u> WDS/PV Service Recipients that have not subscribed to the add-on services they are using</p>
	July 1, 2020	Apply Add-on charges & full Drive-on rate	<p><u>GOAL:</u> Complete phase-in of new rates by applying updated charges for On-Premise Service based on new measurements, as well as charges for Additional Carts. Convert existing distance related charges to appropriate Drive-on rate.</p> <p><u>DELIVERABLE:</u> Apply charges that have been requested/submitted but have not yet been charged.</p> <ul style="list-style-type: none"> <li>• Service Recipients that have notified GWR that they desire to downgrade their Base Service cart size and/or requested the removal of Additional Carts will be billed at the downgraded service level on the date GWR can provide the modified service, no later than one (1) month after the requested change in service has been received by GWR.</li> </ul> <p>Bill Service Recipients the updated Drive-on Rate that is no longer tied to container size.</p> <p><u>AUDIENCE:</u> WDS/PV Service Recipients that have been receiving and/or have recently subscribed to Additional Carts and Service Recipients that are paying the first phase of the separated Drive-on rate.</p>

## EXHIBIT J: INSURANCE REQUIREMENTS

### 1. GENERAL INFORMATION

Contractor shall procure prior to January 1, 2020 and maintain throughout the term of this Agreement insurance against claims for injuries to person or damages to property which may arise from or in connection with Contractor's performance of work or services under this Agreement. Contractor's performance of work or services shall include performance by Contractor's employees, agents, representatives and subcontractors.

### 2. WORKERS' COMPENSATION INSURANCE OR SECURITY

#### A. Contractor's Requirements

In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 5 (commencing with Section 1860) and Division 4, Part I, Chapter 4, Article 1 (commencing with Section 3700) of the Labor Code, Contractor is required to secure the payment of compensation to its employees and shall for that purpose obtain and keep in effect adequate workers' compensation insurance.

#### B. Contractor's Compliance

Contractor shall meet the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of said Code. Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

#### C. Coverage

- 1 Workers' compensation insurance and employer's liability with an insurance carrier satisfactory to Town and the following limits:
  - 1.1 Statutory Workers Compensation Coverage A (Statutory limit.)
  - 1.2 Employer's Liability Insurance Coverage B. Not less than One Million Dollars (\$1,000,000) each accident/Bodily Injury, One Million Dollars (\$1,000,000) policy limit Bodily Injury by disease and One Million Dollars (\$1,000,000) each employee Bodily Injury by disease.
- 2 In the event Contractor is self-insured, Contractor shall furnish Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.
- 3 If any injury occurs to any employee of Contractor for which the employee, or employee's dependents in the event of employee's death, is entitled to compensation from Town under the provisions of Division 4 (commencing with Section 3201 and hereinafter referred to as "Act") of the Labor Code, or for which compensation is claimed from Town, Town may retain, out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation as fixed by said Act until such compensation is paid, or until it is determined that no compensation is due. If Town is compelled to pay such compensation, it will deduct and retain from such sums due Contractor the amount so paid.

#### D. Indemnification

The indemnification and hold harmless obligations of Contractor under the Contract Documents shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

### 3. COMMERCIAL GENERAL LIABILITY INSURANCE

#### A. Commercial General Liability Insurance Coverage, Combined Single Limit Liability

Contractor shall obtain and keep in effect Commercial General Liability Insurance on an "occurrence" basis ("claims made " insurance shall not be accepted) at least as broad as ISO Form CG 0001, as set forth below.

#### B. Coverage

The policy shall provide limits of liability of not less than:

1. Combined single limit liability insurance insuring against loss arising from personal injury (as defined herein) and/or property (real and/or personal) damage in the amount of not less than Five Million Dollars (\$5,000,000) for each of the following provisions:
  - 1.1. on account of any one accident or occurrence (combined single limit)
  - 1.2. for personal injury liability
  - 1.3. general aggregate for any claims by Town
  - 1.4. The policy shall operate as primary insurance
2. No other insurance or protection from liability afforded to or effected by Town, within the above policy limits, shall be called on to contribute to a loss covered thereunder. The inclusion of Contractor and Town in the same policy shall not defeat coverage in the event liability is incurred between Contractor and Town.

#### C. Deductibles

Deductibles shall be not greater than twenty-five thousand dollars (\$25,000.00).

### 4. COMPREHENSIVE AUTOMOBILE LIABILITY POLICY

#### A. Comprehensive Automobile Liability Insurance Coverage

Contractor shall obtain and keep in effect Comprehensive Automobile Liability Insurance Coverage as set forth below.

#### B. Coverage

The policy shall provide limits of liability of not less than:

1. a minimum combined single limit of not less than Five Million Dollars (\$5,000,000) each occurrence, for bodily injury and/or property damage for loss arising from personal injury (as defined herein above) and/or property damage applicable to vehicle used in pursuit of any activities associated with the Agreement.
2. The policy shall be applicable to vehicles used in pursuit of any of the activities associated with the Contract Documents and shall provide coverage for the following:
  - 2.1. All owned vehicles,
  - 2.2. Employer's Nonownership Liability, and
  - 2.3. Hired automobiles.

#### C. Scheduled Vehicles Restriction

Contractor shall not provide a Comprehensive Automobile Liability policy specifying scheduled vehicles without the express written consent of Town.

**D. Deductibles**

Deductibles shall be not greater than twenty-five thousand dollars (\$25 ,000.00).

**5. HAZARDOUS WASTE AND ENVIRONMENTAL IMPAIRMENT LIABILITY**

**A. Hazardous Waste and Environmental Impairment Liability Insurance Coverage**

Contractor shall obtain and keep in effect Hazardous Waste and Environmental Impairment Liability in the amount of Five Million Dollars (\$5,000,000) per occurrence (claims made insurance shall not be accepted)

**B. Deductibles**

Deductibles shall be not greater than twenty-five thousand dollars (\$25,000.00).

**6. ADDITIONAL REQUIREMENTS**

- A. The carrying of the insurance described herein shall not be construed to be a limitation of the liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Agreement, as a matter of law or otherwise.
- B. Contractor shall maintain insurance in full force and effect during entire period of performance of the Agreement.
- C. Any policies effected by Agreement on its own and/or rented equipment and material shall contain a provision requiring the insurance carriers to waive their rights of subrogation against Town.
- D. Should Contractor engage a subcontractor, the same conditions will apply under the Contract Documents to each subcontractor, of every tier.
- E. Contractor shall cooperate fully with Town and Contractor's insurance companies in a safety and accident prevention program.

**7. ENDORSEMENTS**

- A. All of the following clauses and endorsements, or similar provisions, are required to be made a part of each of the required policies.
  - 1. Additional Insureds: Town of Woodside, its elected, officers, employees, agents, volunteers and consultants, are hereby added as additional insureds in respect to liability arising out of Contractor 's work for Town, providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2010, 1985 Edition, or insurer 's equivalent (CGL).
  - 2. General Aggregate: The general aggregate limits shall apply separately to Contractor's Work under the Contract Documents providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer 's equivalent (CGL).
  - 3. Each insurance policy shall have a waiver of subrogation and be considered primary insurance as respects to any other valid and collectible insurance Town may possess, including any self-insured retention it may have. Any other insurance Town possesses shall be considered excess insurance only and shall not be called upon to contribute with this insurance.



**8. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

- A. All of the insurance companies providing insurance for Contractor shall have and provide proof of a Best Rating Service rate of A VII or above, unless otherwise approved by the Town.
- B. Contractor shall submit to Town copies of the actual insurance policies or renewals or replacements.
- C. Unless otherwise required by the Contract Documents, all certificates, coverage verifications and other items required to be delivered to Town pursuant to this document shall be mailed to:

Town Manager  
Town of Woodside  
2955 Woodside Road,  
Woodside, California 94028

- D. No cancellation or modification of the coverage provided shall be effective until written notice has been given to Town at least sixty (30) days (10 days for non-payment) prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least sixty (60) days prior to the effective date of non-renewal. All of the above insurance and the certificates evidencing the same shall contain the following wording verbatim:

"Town of Woodside is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least sixty (60) days' prior written notice sent to Town."

- E. Contractor agrees, if it does not keep all required insurance in full force and effect and furnish satisfactory evidence thereof, Town shall have the right (but not the obligation) to take out and maintain same for all parties on behalf of Contractor, who agrees to furnish all necessary information thereof and to pay the cost thereof immediately upon presentation of a bill. If Contractor fails to pay any bill, the repayment thereof shall be a proper charge against Contractor or credit against any moneys or consideration to which Contractor may otherwise be entitled under the terms of the Agreement.

(4)