

**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT**

Agenda Date: March 18, 2024

Reviewed by: NA

SUBJECT: New Solid Waste Collection Service Agreement and First Amendment to the Disposal Agreement with Waste Management of Alameda County (WMAC)

REPORT BY: Jeff Bond, Community Development Director
Mark Hurley, Public Works Director

SUMMARY

The action before the Council is to approve both a new solid waste Collection Service Agreement and the First Amendment to the Disposal Agreement with Waste Management of Alameda County.

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2024-15, authorizing the City Manager to execute the new solid waste Collection Service Agreement and the First Amendment to the Disposal Agreement with Waste Management of Alameda County (WMAC).

BACKGROUND

The City of Albany contracts for the provision of solid waste collection as well as recycling, composting and disposal services, which together comprise critically necessary health, safety, and environmental utility. Currently, there are two separate agreements, both with WMAC. The first is the [Collection Service Agreement](#), which covers the pickup in Albany, and transport to the WMAC facility on Davis Street in San Leandro, of waste destined for landfill, recycling, and organic composting. The second agreement is the [Processing, Transfer and Disposal Service Agreement](#), which covers the ultimate disposition of the three waste streams. Customers receive one quarterly bill that covers both collection and disposal costs. Both agreements were originally approved by the City Council on October 17, 2011. The WMAC agreements do not cover solid waste services in the UC Village.

The current Collection Agreement, originally effective until October 2021, has been extended, and expires in just over 4 years. The Disposal Agreement expires in 8 years. Although both could remain in place to the end of their terms, the City needs new programs, services and infrastructure starting in 2024, particularly given the requirements under SB 1383. For the past three years, City staff and consultants have been in discussion with WMAC regarding the collection and disposal of solid waste, organics, and recyclable materials. Staff and consultants

from R3 Consulting Group, Inc. (R3) presented the results of final negotiations to the City Council in a [study session on November 6, 2023](#). The City Council also received briefings on the negotiations in September 2020, July 2021, April 2022, and July 2022.

DISCUSSION

The current agreements are financially unsustainable for Waste Management and do not provide for the levels of service required by the City. Since the current agreements were reached in 2011, costs of purchase and maintenance of collection vehicles, costs of fuel, and salaries and associated benefits, have increased at a rate faster than the escalation formulas. In addition, the costs of disposal of collected materials have changed dramatically, particularly with respect to recycling and organic materials. Finally, significant changes in state law require more attention to both commercial and residential disposal practices, monitoring, and enforcement. As a result of all these changes, current rates do not cover the cost of providing current services nor the new and enhanced services included in the new Collection Agreement. Therefore, staff and R3 recommend City Council approval of a new Collection Service Agreement and amendment to the Disposal Agreement

New and Enhanced Programs and Services

The proposed new Collection Agreement will provide new and enhanced solid waste collection services and programs benefiting the Albany community. Thorough details regarding the specific program and service outcomes were included in the [November 6, 2023 staff report](#) and are summarized below.

1. **New Containers/Lids and Labeling**
WMAC will replace all trash and recycling carts with appropriate color and labeling requirements early in the agreement term. WMAC will retrofit all other containers with SB 1383 compliant outreach and education labels.
2. **Recycled Organic Waste Product Procurement and Delivery**
WMAC will provide up to 300 cubic yards per year of compost available at no cost to residents via “compost giveaways”.
3. **Public Education, Outreach, and Technical Assistance**
WMAC will provide enhanced public education, outreach, and technical assistance to multifamily and commercial waste generators.
4. **Food Pails for Multi-Family Tenants**
WMAC will procure and distribute food scrap collection pails to multi-family tenants. Distribution of food scrap pails will be hosted periodically at City Hall for tenants to receive their free food scrap recycling pail.
5. **Contamination Monitoring**
WMAC will perform route reviews to visually assess container contamination cost-effectively using its Smart Truck technology which uses cameras and technology to

determine levels of contamination necessary for reporting to the City and for education, outreach, and behavior feedback and adjustments to customers.

6. Reporting and Data Tracking

WMAC will provide reporting of: (1) type of organic waste collection service(s) provided to generators; (2) results of waste evaluations performed to minimize contamination and the number of resulting targeted route reviews; and (3) the total number of generators that receive each type of organic waste collection service provided.

7. Full-time Recycling Coordinator Staffing

WMAC will provide full-time equivalent recycling coordinator staffing to the City to address a variety of important recycling, composting, outreach, education, State compliance reporting, and other functions. This is a doubling of the prior staffing commitment in the current Collection Agreement.

During the November 6, 2023, study session, the Council requested that staff consider the responsibilities of the recycling coordinator along with those of City staff. WMAC provides direct customer service through the customer service representatives and handles service-related issues such as requests for a change in container size, missed pickups, broken carts, scheduling bulky pickups and other related services. The role of the recycling coordinator is to further the work as mandated under SB 1383 in collaboration with the City and focus efforts on the City's ability to further divert materials from the landfill through increased recycling and organics, along with technical assistance on an ongoing basis in coordination with City staff. City staff holds regular meetings with the recycling coordinator and other WMAC representatives to cover any franchise agreement issues as well as any customer service needs. Associated with the work of the Recycling Coordinator staff, City staff will develop on-line resources to assist residents with ensuring their level of service is appropriate for household of establishment size.

8. New Outreach & Education Resources

WMAC will provide up to \$25,000 per year in outreach and education resources, which will be in collaboration with City staff. This is a quadrupling of the prior outreach and education commitment in the current Collection Agreement.

9. Bulky Item Collection For Multi-Family Dwellings

WMAC will provide bulky item collection service to multi-family dwellings, in a manner appropriate for such waste generators (i.e., arranged through the property management company and limited to the available operational area). This service will also be coordinated with primary tenant move-in / move-out times whenever feasible.

10. Bulky Item Reuse / Hard-to-Recycle Program

WMAC will implement a program to capture and reuse valuable items that would otherwise be disposed of, in coordination with the City. The specifics of this program

will be established during program rollout, but a financial commitment of \$24,000 per year (in 2024 dollars) has been secured via negotiations.

11. Vehicle Upgrades and Transition to Zero-Emissions

WMAC's vehicles in the City are due for replacement early in the new agreement term. WMAC has committed that, if it or any of its California affiliates implement a fleet of zero emission collection vehicles on a permanent basis, WMAC will use commercially reasonable efforts to utilize such vehicles in the City.

12. Abandoned Waste Collection

WMAC will provide the City with up to six collections per week of abandoned waste in the public right-of-way.

13. Special Events Collection

WMAC will provide the City with solid waste collection services and support for nine special events per year.

14. Performance Reviews

The City may call for a performance review twice during the term of the new Collection Agreement, with the cost (not to exceed \$65,000 in 2024 dollars) being paid by WMAC.

15. Solid Waste Contracting Cost Recovery Payment

WMAC will provide a one-time payment to the City of \$250,000 for the City's expenses associated with the prior negotiations, competitive procurement, and renewed negotiations of long-term agreement, due to the City within 30 days of contract execution.

Adjustments to WMAC Rate Compensation

The new Collection Agreement adjusts rate compensation to WMAC to cover the cost of providing solid waste services. The primary reason that increases in rate revenues are necessary is because WMAC's current operations in Albany are not profitable. Rates must also be increased to cover the costs of capital replacement and new and enhanced services. Rates for residential dwellings under five units will change as shown below.

1. Multi-Unit Dwellings Under Five Units

Currently, multi-family dwellings three units or more are provided service in the same manner and charged as larger multi-family dwellings. Under the new Collection Agreement, multi-family dwellings under five units will be provided with residential service at those bundled residential rates.

2. Low-Income Discount

WMAC will provide a 25% discount to customers that can demonstrate enrollment in PG&E's CARE (California Alternate Rates for Energy) Program. The senior discount, which is not associated with income or need, and thus also represents a subsidy, will

be discontinued. To be eligible for the PG&E CARE program, households cannot earn more than 35% to 46% of County median income (depending on household size). This income range is characterized as between “extremely low income” and “low income” frequently used in other government programs such as housing. In other communities, for ease of verification, WMAC applies the discount to customers that are also utilizing the PG&E CARE program. By using the CARE program, verification is simply a matter of reviewing a PG&E invoice.

3. 10-gallon Garbage Service

This subsidized and operationally inefficient service will be discontinued effective May 1, 2025, and customers at this service level will be transitioned to the 20-gallon garbage service level on that date. The low waste generator discount will also be discontinued. The service was originally proposed to be discontinued May 1, 2024, but has been extended at the request of the Council in order to provide more time for the approximately 366 customers currently subscribed to transition to another service offering.

4. 20-gallon Garbage Service

Customers at this service (30%) level will see their rates increase by \$12.49 monthly effective May 1, 2024. This service level was also previously subsidized and going forward will be set to cover the cost of providing service, at 90% of the 32-gallon garbage service rate.

5. All Other Residential Service Levels

Rates for all other residential solid waste service levels will be increased by 28% effective May 1, 2024. Note that although the rates are charged on garbage container size, they are inclusive of recycling, organics, bulky item collection, and all other services provided by WMAC. 32-gallon garbage customers (62%) will see their monthly rates increase by \$13.98 monthly. 64-gallon garbage customers (6%) will see their monthly rates increase by \$24.16 monthly. 96-gallon garbage customers (2%) will see their monthly rates increase by \$34.13.

Rates for multi-family dwellings with five units and commercial customer rates will change as shown below.

6. Cost-of-Service Changes

Effective May 1, 2024, current rates will increase by 28%, which is the same base increase as for residential rates.

7. New Recycling Charges

Effective December 1, 2024, WMAC will begin charging for recycling service at 50% of the equivalent size of garbage service rate, which is the current practice for organics service rates.

8. Stepped-in Changes to Recycling and Organics Charges

Effective May 1, 2025, WMAC will begin charging for recycling and organics service at 70% of the equivalent size of garbage service rate. This is the second of three steps to have rate revenues for these services cover their costs. The third and final step will become effective May 1, 2026, at which time WMAC will begin charging for recycling and organics services at 90% of the equivalent size of garbage service rate.

Rates for roll-off bins / debris boxes (large 10 to 40 cubic yard bins or compactors collected from large businesses or industrial customers) will change as shown below.

9. Cost-of-Service Changes

Effective May 1, 2024, roll-off bins a.k.a. debris box rates for garbage will increase by 28% and recycling and organics rates will be charged at the garbage rate.

In addition to the prior changes to rates and compensation to WMAC, the following will also be implemented with the new Collection Agreement.

10. Rate Increases After 2024

Rates will continue to be increased May 1 annually for the duration of the agreement term. The rate increase will be at the current methodology, which is capped at 7.5% per year, and has averaged 2.68% per year since 2012. A new 2% floor on the annual rate increase will also be implemented.

11. Contamination and Overage Surcharges

Effective May 1, 2024, WMAC will begin to implement WMAC's Smart Truck program, which will use cameras and technology to identify contamination and/or overfilling (e.g., overage). Customers will not be charged until the third incident in a twelve-month period, and thus will receive two warnings before charges are incurred. On the third incident in a twelve-month period, customers will receive a \$25 to \$75 charge for contamination or recycling or organics (dependent on subscription level) and \$12 to \$150 for overage (again dependent on subscription level) with all rates in 2024 dollars and subject to annual increase as described above.

12. Right-Sizing for Habitual Overages

Effective May 1, 2024, WMAC and the City will begin the process of implementing a program to increase service levels for customers that habitually and excessively under subscribe to solid waste collection service and thus have overages of solid waste generation compared to their service levels. This process will likely require amendment to the City's municipal code and will include a clear outreach and education program for affected customers. Implementation of these charges will help ensure proper subscription to adequate service levels.

13. Special Assessments for Multi-family Dwellings

Per the current Collection Agreement, the City annually collects past due invoices on residential properties through a property tax special assessment process. Via the

proposed new Collection Agreement, the City will also do so for past due invoices on multi-family properties.

First Amendment to Disposal Agreement

The First Amendment to Disposal Agreement extends that agreement to be coterminous with the Collection Agreement, which may position the City to attract new solid waste service providers after the expiration of the new agreements. The First Amendment also updates the post-collection tipping fees to market rates, which are higher than the current rates due to increases in the cost of labor, capital, and fuel and well as declines in the value of recyclable materials. The effects of these changes in tipping fees are already accounted for in the customer rates described in the prior section. Annual changes in tipping fees will remain as per the current Disposal Agreement, which have increased an average of 2.62% per year since 2012.

SUSTAINABILITY CONSIDERATIONS

The City's recycling and waste collection services provide a comprehensive method of waste reduction and recycling. Action 3.2.4 of the City's Climate Action & Adaptation Plan calls for including innovative strategies to incentivize waste reduction that could impact upstream consumer habits. Waste Management has proven a commitment to sustainability and innovation and is well qualified to determine additional ways to reduce waste and fuel usage for the benefit of the community in coordination with the City.

SOCIAL EQUITY AND INCLUSIVITY CONSIDERATIONS

As described in the prior sections, a primary objective for negotiations of a new Collection Agreement with WMAC was achievement of equitable changes in rates for vulnerable communities such as low-income residents and multi-family tenants. The 25% CARE program discount for residents and the treatment of multi-family properties under five units (instead of under three units) as residential customers achieve both objectives. In addition, added collection and outreach services for tenants are also proposed.

FINANCIAL CONSIDERATIONS

The new Collection Agreement continues prior practice with respect to a Franchise Fee which recovers some of the City's costs of providing solid waste-related services, including the management and administration of the sanitation utility, as well as charges for the reasonable value of the use of City property for the provision of solid waste services and to recover the costs of addressing the specific impacts of refuse vehicles on City streets and rights-of-way. The Collection Agreement also continues a Street Sweeping Fee which recovers a portion of the City's costs for performing street sweeping services, and an Administration Fee, which recovers a portion of the City's costs for management and administration of the Agreement. At current terms and conditions for franchise fees and other payments to the City, the City may anticipate increases in fee revenues on the order of \$315,000 in FY 24-25.

R3 conducted an analysis of the Franchise Fee and Street Sweeping Fee and Administration Fee in the proposed Collection Agreement with Waste Management due to a recent decision by the California State Supreme Court in *Zolly v. City of Oakland*, which ruled that franchise fees may be subject to Article XIII C of the California Constitution (“Proposition 26”). Under Proposition 26, all charges imposed by public agencies must fit within one of its enumerated exceptions, or they will be considered taxes, which require voter approval. In the context of solid waste, fees generally fit within one of Proposition 26’s exceptions if they are charges for (1) City services that do not exceed the City’s costs to provide the services; (2) the use of public property; or (3) a special benefit or privilege granted directly to the payor. R3’s analysis demonstrated that the fees do not exceed the City’s cost of providing solid waste-related services together with the reasonable charges that the City could impose for the use of City property for solid waste services.

ATTACHMENTS

1. Resolution No. 2024-15
2. Collection Service Agreement
3. First Amendment to Disposal Agreement

RESOLUTION NO. 2024-15

A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A NEW “SOLID WASTE COLLECTION SERVICE AGREEMENT” AND THE “FIRST AMENDMENT TO PROCESSING, TRANSFER, AND DISPOSAL SERVICE AGREEMENT BETWEEN THE CITY OF ALBANY AND WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.”

WHEREAS, through the enactment of the California Integrated Waste Management Act of 1989 (California Public Resources Code section 40000 et seq.) (“AB 939”), the California State Legislature has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Management Services within their jurisdictions to meet the goals and requirements of AB 939; and

WHEREAS, pursuant to California Public Resources Code section 40059(a)(2), the City has determined that, in order to protect the health, safety and welfare of the residents and businesses within the City, it is appropriate to provide for waste management services by a private hauler as an alternative to providing such services through public resources, and that an exclusive franchise with a qualified company is the best means to provide for the handling of Solid Waste and Recyclables and other services to meet the goals and requirements of AB 939; and

WHEREAS, pursuant to California Public Resources Code Section 40059, the City may impose terms and conditions on the award of a Solid Waste franchise if, in the opinion of the City Council, the public health, safety and welfare require the imposition of those terms and conditions; and

WHEREAS, the City finds that the voters of Alameda County, through the Alameda County Source Reduction and Recycling Plan required by the Waste Reduction and Recycling Act of 1990 (Measure D), have adopted a policy goal to reduce the total quantity of Solid Waste landfilled in Alameda County; and

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RESOLUTION NO. 2024-15

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A NEW “SOLID WASTE COLLECTION
SERVICE AGREEMENT” AND THE “FIRST AMENDMENT TO PROCESSING,
TRANSFER, AND DISPOSAL SERVICE AGREEMENT BETWEEN THE CITY OF
ALBANY AND WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.”**

WHEREAS, through the enactment of the California Integrated Waste Management Act of 1989 (California Public Resources Code section 40000 et seq.) (“AB 939”), the California State Legislature has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Management Services within their jurisdictions to meet the goals and requirements of AB 939; and

WHEREAS, pursuant to California Public Resources Code section 40059(a)(2), the City has determined that, in order to protect the health, safety and welfare of the residents and businesses within the City, it is appropriate to provide for waste management services by a private hauler as an alternative to providing such services through public resources, and that an exclusive franchise with a qualified company is the best means to provide for the handling of Solid Waste and Recyclables and other services to meet the goals and requirements of AB 939; and

WHEREAS, pursuant to California Public Resources Code Section 40059, the City may impose terms and conditions on the award of a Solid Waste franchise if, in the opinion of the City Council, the public health, safety and welfare require the imposition of those terms and conditions; and

WHEREAS, the City finds that the voters of Alameda County, through the Alameda County Source Reduction and Recycling Plan required by the Waste Reduction and Recycling Act of 1990 (Measure D), have adopted a policy goal to reduce the total quantity of Solid Waste landfilled in Alameda County; and

1 **WHEREAS**, under Section 15-2.6 of Chapter 15.2 of the City’s Municipal Code, the
2 City has the authority to provide for the Collection of Solid Waste through a contract with a
3 solid waste collection provider; and

4
5 **WHEREAS**, currently, there are two separate agreements approved in 2011, both with
6 Waste Management of Alameda County (WMAC). The first is the Collection Service
7 Agreement, which covers the pickup in Albany, and transport to the WMAC facility on Davis
8 Street in San Leandro, of waste destined for landfill, recycling, and organic composting. The
9 second agreement is the Processing, Transfer and Disposal Service Agreement, which covers
10 the ultimate disposition of the three waste streams; and

11
12 **WHEREAS**, since the current agreements were reached in 2011, costs of collection
13 and disposal of collected materials have changed dramatically; and

14
15 **WHEREAS**, significant changes in state law require more attention to both
16 commercial and residential disposal practices, monitoring, and enforcement; and

17
18 **WHEREAS**, WMAC has represented and warranted to the City that it has the
19 experience, responsibility, and qualifications to provide the required Solid Waste Management
20 Services as stated in the proposed Agreements; and

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22 **WHEREAS**, the City Council has determined that WMAC, by demonstrated
23 experience, reputation and capacity, is qualified to continue to exclusively provide for the
24 collection of Solid Waste within the corporate limits of the City and to transport such Solid
25 Waste to places of processing and disposal, which may be designated in accordance with the
26 proposed Agreements, and City and WMAC desire that WMAC be engaged to perform such
27 services on the terms and conditions set forth in the proposed Agreements; and

28
29 **WHEREAS**, the City Council has determined that the public health, safety, and
welfare require that Solid Waste Management Services, including, but not limited to, the

1 frequency of collection, the means of collection and the transportation, scope of services,
2 charges and fees, location and extent of such service be governed by and provided under the
3 terms of the proposed Agreements; and

4
5 **WHEREAS**, the proposed Collection Agreement between the City of Albany and
6 Waste Management includes an annual Franchise Fee in the amount of 10 percent of gross
7 revenues, an annual Street Sweeping Fee in the amount of 2.5 percent of gross revenues, an
8 annual Administrative Fee in the amount of 1 percent of gross revenues; and

9
10 **WHEREAS**, the City of Albany has conducted an analysis of the proposed Franchise
11 Fee based on the City's actual cost of providing solid waste-related services and the reasonable
12 values of City property used for solid waste services, which justifies the City's annual
13 Franchise Fee amounts; and

14
15 **WHEREAS**, the City of Albany has conducted an analysis of the proposed Street
16 Sweeping Fee and determined that the fee does not exceed the City's reasonable costs of
17 addressing the impacts of refuse vehicles on City streets; and

18
19 **WHEREAS**, the City of Albany has conducted an analysis of the proposed
20 Administration Fee and determined that the fee does not exceed the City's reasonable costs of
21 addressing the administering the implementation of the Collection Agreement; and

22
23 **WHEREAS**, the rates for solid waste service are set and imposed by Waste
24 Management and the City's Franchise Fee and Street Sweeping Fee are set by the Collection
25 Agreement, and by adopting this resolution, the City does not intend to impose any rates, fees,
26 or charges on solid waste customers. However, to the extent that the adoption of this resolution
27 results in the City's imposition of any fees, rates, or charges, on solid waste customers, for
28 services or facilities in connection with a solid waste system, including the Franchise Fee or
29 the Street Sweeping Fee, those charges are adopted pursuant to California Health and Safety
Code section 5471; and

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WHEREAS, on March 18, 2024, the City Council held a duly noticed public hearing to consider approval of the Collection Agreement to WMAC, inclusive of the Franchise Fee, Street Sweeping Fee, and received public testimony thereon; and

WHEREAS, the City of Albany has determined that award of such Collection Agreement, inclusive of the Franchise Fee, Street Sweeping Fee, are proper, in the best interest of all citizens, and will promote public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council hereby authorizes the City Manager to execute the “Solid Waste Collection Service Agreement” (Attachment A) and the “First Amendment to Processing, Transfer, And Disposal Service Agreement” (Attachment B) Between The City Of Albany And Waste Management Of Alameda County, Inc.; and

BE IT FURTHER RESOLVED, that the Albany City Council determines that the City’s Franchise Fee, Street Sweeping Fee, and Administration Fee comply with Article XIII C of the California Constitution and are justified by the City’s costs of providing solid waste-related services, reasonable charges for the use of City property for solid waste services, and the City’s costs of addressing the impacts of solid waste refuse vehicles.

JOHN MIKI, MAYOR

EXHIBITS:

Attachment A – “Solid Waste Collection Service Agreement” Between The City Of Albany and Waste Management Of Alameda County, Inc.

Attachment B – “First Amendment to Processing, Transfer, And Disposal Service Agreement” Between The City Of Albany And Waste Management Of Alameda County, Inc.

Collection Service Agreement

Executed Between

City of Albany

and

Waste Management of Alameda County, Inc.

May 1, 2024



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COLLECTION SERVICE AGREEMENT

THIS COLLECTION SERVICE AGREEMENT (“Agreement”) is entered into as of May 1, 2024 (“Effective Date”) by and between the City of Albany, a California municipal corporation and charter city (the “City”) and Waste Management of Alameda County, Inc. (the “Contractor”), with reference to the following recited facts (each a “Recital”):

RECITALS

WHEREAS, through the enactment of the California Integrated Waste Management Act of 1989 (California Public Resources Code section 40000 et seq.) (“AB 939”), the California State Legislature has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Management Services within their jurisdictions to meet the goals and requirements of AB 939; and

WHEREAS, pursuant to California Public Resources Code section 40059(a)(2), the City has determined that, in order to protect the health, safety and welfare of the residents and businesses within the City, it is appropriate to provide for waste management services by a private hauler as an alternative to providing such services through public resources, and that an exclusive franchise with a qualified company is the best means to provide for the handling of Solid Waste and Recyclables and other services to meet the goals and requirements of AB 939; and

WHEREAS, pursuant to California Public Resources Code section 40059, the City may impose terms and conditions on the award of a Solid Waste franchise if, in the opinion of the City Council, the public health, safety and welfare require the imposition of those terms and conditions; and

WHEREAS, the City finds that the voters of Alameda County, through the Alameda County Source Reduction and Recycling Plan required by the Waste Reduction and Recycling Act of 1990 (Measure D), have adopted a policy goal to reduce the total quantity of Solid Waste landfilled in Alameda County by diverting 75% of the materials generated in Alameda County from landfills by 2010; and,

WHEREAS, under Section 15-2.6 of Chapter 15.2 of the City’s Municipal Code, the City has the authority to provide for the Collection of Solid Waste through a contract with a solid waste collection provider; and

WHEREAS, Contractor has represented and warranted to the City that it has the experience, responsibility and qualifications to provide Solid Waste Management Services as stated in this Agreement; and

WHEREAS, the City Council has determined that Contractor, by demonstrated experience, reputation and capacity, is qualified to continue to exclusively provide for the collection of Solid Waste within the corporate limits of the City and to transport such Solid Waste to places of processing and disposal, which may be designated in accordance with this Agreement, and City and Contractor desire that Contractor be engaged to perform



such services on the terms and conditions set forth in this Agreement; and,

WHEREAS, the City Council has determined that the public health, safety, and welfare require that Solid Waste Management Services, including, but not limited to, the frequency of collection, the means of collection and the transportation, scope of services, charges and fees, location and extent of such service be governed by and provided under the terms of this Agreement; and,

WHEREAS, the Parties desire to enter into this Agreement to set forth their rights and obligations related to Solid Waste Management Services within the City of Albany.

NOW, THEREFORE, IN CONSIDERATION OF THE RESPECTIVE COVENANTS AND PROMISES CONTAINED IN THIS AGREEMENT, AND FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.

For the purpose of this Agreement, the definitions contained in the Municipal Code Chapter 15-2 and this Article shall apply unless otherwise specifically stated. In the event of a conflict between the Municipal Code and this Agreement regarding a definition, the Municipal Code shall prevail. 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.

1.1. Affiliated Company. Any business which is directly or indirectly related to Contractor by virtue of direct or indirect ownership interests or common management or a business which is also owned, controlled, or managed by any business or individual which has a direct or indirect ownership interest in Contractor.

1.2. Agreement. This Collection Service Agreement.

1.3. Applicable Law. All laws, statutes, rules, regulations, published guidelines, permits, actions, determinations, orders or requirements of the United States, the State of California, the County of Alameda, City, regional or government authorities, agencies, boards, commissions, courts or other bodies having applicable jurisdiction, that have the force of law and that from time to time apply to or govern the services provided pursuant to this Agreement or the performance of the Parties' respective obligations hereunder, including, but not limited to, any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation, monitoring, building codes, zoning and non-discrimination. All references herein to Applicable Law include subsequent amendments thereto, unless otherwise limited. Applicable Law expressly includes AB 341 (2011), AB 1594 (2014), AB 1826 (2014), and SB 1383 (2016) and their implementing



regulations.

- 1.4. Automated Service. The collection of Organics, Solid Waste and/or Recyclables utilizing Carts that eliminate the need for any manual handling of containers by the Contractor.
- 1.5. Bins. Metal Containers for Organics, Solid Waste and/or Recyclables having a one (1) to seven (7) cubic yard capacity that are designed or intended to be mechanically dumped into a loader packer type garbage truck.
- 1.6. Biohazardous or Biomedical Wastes. Biohazardous or Biomedical Wastes include, but are not limited to, wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms, including, but not limited to, waste resulting from the operation of medical clinics, hospitals and other facilities producing wastes that may consists of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, Sharps, contaminated clothing, and surgical gloves. Biohazardous or Biomedical Waste shall not include Hazardous Waste or HHW.
- 1.7. Bulky Items. Discarded furniture (including chairs, sofas, mattresses, and rugs), appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, small household appliances, and other similar items, commonly known as “white goods”), un-mounted tires, stereos, televisions, computers, VCRs, and other items comprising E-Waste as defined herein. Bulky Items do not include demolition and construction wastes, Universal Waste other than E-Waste, or any item such as car bodies, Jacuzzi tubs or spas, or any other item (whether or not specifically identified herein) that cannot reasonably be handled by two individuals. In addition, Bulky Items do not include Hazardous Waste or HHW.
- 1.8. Business Days. Days during which City offices are open to do business with the public: Monday through Friday excepting Holidays, or as otherwise posted on the City’s website (<https://www.albanyca.org/>).
- 1.9. CalRecycle. The California Department of Resources Recycling and Recovery, or its successor.
- 1.10. Cart. A plastic or similar Container with a capacity of no less than twenty (20) and no greater than ninety-six (96) gallons, having a hinged lid and wheels, collected using Automated Service. Ten (10) gallon Inserts are being discontinued. Only existing customers approved for the 10-gallon size as of the Effective Date will be grandfathered in. No new 10-gallon customers will be added as of the Effective Date. Existing customers will be moved to 20-gallon Containers and rates effective May 1, 2025.
- 1.11. CCR. California Code of Regulations.
- 1.12. Change in Law. Any of the following events or conditions which has an



adverse effect on the rights or obligations a Party under this Agreement:

- 1.12.1. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after the Effective Date of any Applicable Law; or
- 1.12.2. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the City 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 judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.
- 1.13. City. The City of Albany, California, a charter city and a municipal corporation, and all the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term. Unless otherwise specified in this Agreement any action authorized or required by the City may be taken by the City Council or by an agent designated by the City Council.
- 1.14. City Council. The City Council of the City of Albany, California.
- 1.15. City Manager. The City Manager of City or their designee. Unless otherwise provided in this Agreement, the City Manager or their designee is the authorized agent of City for enforcement of this Agreement.
- 1.16. Collect or Collection. The operation of taking physical possession of and/or transporting by means of a motor vehicle or other means, any Organics, Solid Waste, or Recyclables to a transfer, disposal, or processing facility, and subsequently disposed of or processed.
- 1.17. Commercial Business Occupant. Any person, firm, corporation or other enterprise or organization holding or occupying, singly or with others, Commercial Premises, whether or not the holder of the title of the commercial premises.
- 1.18. Commercial Premises. All occupied real property in the City except those exempted from the franchise by law, and except residential premises which receive Solid Waste collection services using Single Family Residential Solid Waste Containers, and shall include without limitation, Multi-Family Residential Premises, wholesale or retail establishments, restaurants, other food establishments, bars, stores, shops, offices, manufacturing, repair, research and development, professional services, sports or recreational facilities, and construction and demolition sites, factories, refineries, and other industrial



facilities.

- 1.19. Commercial Solid Waste Container. A Bin or Roll-off Box, except that Customers may receive Cart service for Recyclables or Organics if sufficient space is not available at the Commercial Premises.
- 1.20. Compliance Manager. The Person designated by the Contractor to perform the following job responsibilities related to this Agreement: (1) review Agreement to ensure compliance; and, (2) manage and oversee the compilation of the monthly, quarterly, and annual reports required by this Agreement.
- 1.21. Complaint. Written or orally communicated statements made by members of the public, Customers, Owners, or Occupants of properties served by Contractor, or officers, employees, or agents of City alleging non-performance or deficiencies in Contractor's performance, or otherwise alleging a violation by Contractor of the provisions of this Agreement.
- 1.22. Composting (or Compost). Includes a controlled biological decomposition of organic materials yielding a safe and nuisance-free Compost Product.
- 1.23. Compost Product. The product resulting from the controlled biological decomposition of organic materials that are source separated from the municipal solid waste stream, or which are separated at a centralized facility.
- 1.24. Construction and Demolition Debris (C&D). Includes discarded building materials, packaging, and rubble resulting from construction, remodeling, repair, or demolition operations on any pavements, houses, Commercial buildings, or other structures. Construction refers to Standard Industrial Classification (SIC) Codes 1521 through 1794, 1796, and 1799. Demolition refers to SIC Code 1795.
- 1.25. Container. Any vessel, tank, receptacle, Roll-off Box, Bin, Cart, Compactor, or Debris Box used or intended to be used for the purpose of holding Organics, Solid Waste, or Recyclables for storage or collection. Customers may not, itself or through a third party, mechanically compact material in Contractor-provided containers, other than with Contractor-provided Compactors.
- 1.26. Contractor. Waste Management of Alameda County, Inc., the entity granted the Franchise pursuant to this Agreement, and its officers, directors, or employees.
- 1.27. Curb (or Curbside). The location of a Collection Container of Organics, Solid Waste, or Recyclables for pickup, where such Container is placed not more than five (5) feet from the outside edge of the street or alleyway nearest the property's entrance.
- 1.28. Customer. Any Residential Householder or Commercial Business Occupant receiving services from Contractor for services pursuant to this



Agreement.

- 1.29. Designated Waste. Non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment and which may be Disposed of only in Class II Disposal Sites or Class III Disposal Sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State of California, in California Code of Regulations Title 23, Section 2522.
- 1.30. Director. The City's Director of Development or their designee.
- 1.31. Disposal Facility. The Altamont Landfill and Resource Recovery Facility located at 10840 Altamont Pass Road, Livermore, CA that is owned and operated by Contractor.
- 1.32. Effective Date. May 1, 2024.
- 1.33. E-Waste. Discarded electronic equipment waste containing or consisting of electronic devices and components, such as computers, monitors, terminals, computer cards and components, computer peripheral devices, main frame computers, keyboards, mice, printers and scanners, mini-systems, power supply units, servers, connectors/cables, storage discs, consumer electronics, printed circuit boards, televisions, chips and components, cellular and other phones, telecommunications equipment, and fax machines and copiers, but not including Exempt Waste.
- 1.34. Exempt Waste. Biohazardous radioactive, or Biomedical Waste, Hazardous Waste, Universal Waste (except for E-Waste), Sharps, Sludge, stable matter, tires, automobiles, boats, boat trailers, or any parts thereof, internal combustion engines, lead-acid batteries, and those wastes under the control of the Nuclear Regulatory Commission. Exempt Waste also includes any material being collected under the terms of this Agreement at such time as that material is prohibited from being collected, transported, processed by Contractor or disposed of in Class III landfills by a Change in Law.
- 1.35. Food Waste. Food Waste means those discarded materials that will readily decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; (iv) vegetable trimmings and other compostable organic waste. Food Waste is a subset of Organics. Food Waste does not include Exempt Waste.
- 1.36. Franchise. The right of Contractor to provide exclusive Solid Waste Management Services within the City, granted by the City Council pursuant to this



Agreement.

- 1.37. Franchise Fee. The fee provided in Section 3.2 of this Agreement.
- 1.38. Generator. Any person as defined by the Public Resources Code, whose act or process produces Solid Waste, Recyclable Materials, or Organic Materials as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.
- 1.39. Green Waste. Leaves, grass, weeds, houseplant trimmings, and wood materials from trees and shrubs, and similar materials generated at any premises that fit within a Cart. Green Waste does not include palm fronds, or tree trunks or cactus or pampas grass or limbs more than six (6) inches diameter. Green Waste does not include Exempt Waste.
- 1.40. Gross Revenue. All monetary amounts actually received by Contractor for the collection of Organics, Solid Waste, and Recyclables pursuant to this Agreement, including the Franchise Fee and other fees paid to the City and other federal, state and local agencies. The term Gross Revenue, for purposes of this Agreement, shall not include revenues generated from the sale of Recyclables (including CalRecycle rebates) and other rebates or grants from state and local government accounts. Unless otherwise expressly excluded, Gross Revenue includes all monetary amounts actually received by Contractor for providing the services authorized by this Agreement.
- 1.41. Hazardous Waste. Waste defined as hazardous by Health and Safety Code Section 25117, including: (1) a waste or combination of wastes 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; (2) a waste which meets any of the criteria for the identification of a hazardous waste adopted by the Department of Toxic Substances Control pursuant to Health and Safety Code Section 25141; (3) any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including, without limitation, (a) any petroleum or petroleum products and their derivatives, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, or (b) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances,"



“toxic pollutants,” or any words of similar import pursuant to Applicable Law.

- 1.42. HHWE. The Household Hazardous Waste Element for the City prepared and updated pursuant to the Public Resources Code.
- 1.43. Holiday. New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other day designated as such in a contract between Contractor and the labor union serving as the exclusive representative of Contractor’s employees, provided such holiday is approved by the City Manager.
- 1.44. Household Hazardous Waste (HHW). HHW shall have the meaning set forth in the California Code of Regulations, title 14, section 18502 or successor laws and regulations as may be amended from time to time.
- 1.45. Landfill. A disposal facility that accepts Solid Waste for land disposal as defined in Public Resources Code Section 40195.1.
- 1.46. Material. An occurrence that results in increased costs or decreased revenues to Contractor in an amount of at least Fifty Thousand Dollars (\$50,000).
- 1.47. Multi-Family Dwellings (MFDs). Any Residential Premises, other than a Single-Family Dwelling, with a structure or structures containing greater than four (4) dwelling units in any vertical or horizontal arrangement on a single lot or building site.
- 1.48. Municipal Code. The Code of the City of Albany, California (1988).
- 1.49. Organic Materials (Organics). Organics means source-separated Green Waste and Food Waste as defined in Public Resources Code Section 42649.8.
- 1.50. Paper Garden Bag. A paper bag purchased by the Customer from the Contractor or other vendor for the Collection of extra yard leaves and yard waste.
- 1.51. Parties. The City and Contractor, collectively.
- 1.52. Party. The City or Contractor, individually.
- 1.53. Person. Any individual, firm, association, co-partnership, political subdivision, government agency, municipality, public or private corporation, or any other entity.
- 1.54. Premises. Any land or building in the City where discarded material is generated or accumulated.
- 1.55. Processing. To prepare, treat, or convert through some special method.
- 1.56. Processing Sites. Any plant or site used for the purpose of sorting,



cleansing, treating, or reconstituting Recyclable Materials or Organic Waste for the purpose of making such material available for reuse.

- 1.57. Public Education. Any and all efforts to enhance, increase or improve the knowledge of customers of Contractor or City residents and businesses regarding Solid Waste, Recycling, Organic Waste, source reduction or any other aspect of Solid Waste Management Services.
- 1.58. Public Resources Code. The California Public Resources Code.
- 1.59. Rate(s). The service charges and special charges for Collection services under this Agreement, which are provided in Exhibit B that Contractor bills and collects from each Customer receiving service under this Agreement.
- 1.60. Rate Period. A 12-month period, commencing May 1 and concluding April 30.
- 1.61. Recyclable Materials or Recyclables. Recyclable Materials or Recyclables means materials that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace which shall include , but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, paper grocery bags, colored paper, construction paper, envelopes, shoe boxes, cereal, and other similar food boxes yet excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-lined paper and cartons, Tyvex non-tearing paper envelopes); chipboard; corrugated Cardboard; glass containers of any color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers); steel, tin or bi-metal cans; mixed plastics such as plastic containers (no. 1 to 7), except expanded Polystyrene (EPS); bottles including containers made of HDPE, or PET; and, those materials added by the Contractor from time to time. Recyclables do not include Exempt Waste.
- 1.62. Recycle or Recycling. The process of collecting, sorting, cleansing, treating, and reconstituting Recyclables that would otherwise become refuse, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.
- 1.63. Refuse Rate Index (RRI). The sum of the products of the weighted averages of the approved cost categories multiplied by the increase in the index or contractual price for each cost category as established by calculating the RRI, as



shown in Exhibit C.

- 1.64. Residential Householder. Any person occupying Residential Premises, whether or not the owner.
- 1.65. Residential Premises. Any residential property within the City receiving Solid Waste Collection Services utilizing Containers with a capacity of ninety-six (96) gallons or less.
- 1.66. Re-use Vendor. A vendor (e.g. Goodwill Industries, or other non-profit or for-profit organizations) that will collect used furniture and other reusable items for purposes of reuse rather than disposal.
- 1.67. Roll-Off Box. An open-top metal Container or debris box or closed compactor box with a capacity of six (6) to forty (40) cubic yards that is serviced by a roll-off truck.
- 1.68. Salvageable Material. Those discarded materials that may be reused in their existing form or may be reused after some form of Processing including, but not limited to, Organic Materials and Recyclables.
- 1.69. SB 1383. Senate Bill 1383 (Chapter 395, Statutes of 2016) and its implementing regulations promulgated by CalRecycle.
- 1.70. Self-hauling. The act of a Residential Householder or Commercial Business Occupant collecting and legally disposing of Organics, Solid Waste, or Recyclables generated in or on their premises pursuant to Section 2.4.
- 1.71. Sharps. Medical devices that have needles or other sharp implements as component parts, including, but not limited to sharps and sharps used in animal or human patient care, medical research, or clinical or pharmaceutical laboratories, hypodermic, intravenous syringes to which a needle or other sharp is still attached, Pasteur pipettes, scalpel blades, blood vials, other types of broken or unbroken glass (including slides and cover slips) that have been in contact with infectious agents. "Sharps" shall not include those parts of syringes from which sharps are specifically designed to be easily removed and from which sharps have actually been removed, and which are intended for recycling or other disposal, so long as such syringes have not come in contact with infectious agents.
- 1.72. Single-family Dwelling (SFD). Notwithstanding any contrary definition in the City's Municipal Code, any detached or attached Residential Premises designed or used for occupancy by up to four (4) units, provided that Collection Service can feasibly be and is provided to such Premises as an independent unit.
- 1.73. Single-family Residential Solid Waste Container. A container made of metal, hard rubber or plastic not exceeding ninety-six (96) gallons in capacity.
- 1.74. Solid Waste. All putrescible and non-putrescible solid and semisolid wastes,



generated in or upon, related to the occupancy of, remaining in or emanating from residential premises or commercial premises, including garbage, rubbish, trash, refuse, ashes, industrial wastes, demolition and construction wastes, manure, vegetable or animal solid or semisolid wastes, and other solid and semisolid wastes. This excludes source-separated Recyclables, source-separated Organics, liquid wastes, abandoned vehicles, and Exempt, Hazardous, Biohazardous and Biomedical Wastes, or Sharps.

- 1.75. Solid Waste Management Services. The collection, transportation, storage, transfer, disposal, or processing of Organics, Solid Waste or Recyclables from Residential Premises and Commercial Premises located in the City.
- 1.76. Special Charges. The specific service-related charges provided in Exhibit B, and that Contractor shall bill Customers if appropriate.
- 1.77. Specialty Recyclable Material. Material not specified in the definition of Recyclables under this Agreement that can be or will be Collected for purposes of Recycling by any Person other than the Contractor, and for which the generator receives a net payment. Such Specialty Recyclable Material may include, but is not limited to, scrap metal not within the definition of Recyclables, pallets, and plastic film.
- 1.78. State. The State of California.
- 1.79. Tag-it Tags. Tags purchased by a Customer and attached to bagged Solid Waste for Collection by the Contractor; bags are provided by the Customer.
- 1.80. Term. Shall have the meaning set forth in Sections 4.1 and 4.2 of this Agreement.
- 1.81. Transfer Station. As defined in Public Resources Code Section 40200, this means those facilities utilized to receive Solid Wastes, temporarily store, separate, convert, or otherwise process the materials in the Solid Wastes, or to transfer the Solid Wastes directly from smaller to larger vehicles for transport, and those facilities used for transformation.
- 1.82. Universal Waste. Any waste matter which the State of California classifies as "Universal Waste," including, but not limited to, items and materials listed in 22 CCR 66261.9, as it may be amended, as well as the following: E-waste (as defined herein), batteries (other than automobile batteries), thermostats, lamps with fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and other lamps with hazardous waste characteristics, cathode ray tubes, aerosol cans, mercury-containing items, prescription and non-prescription drugs, not including controlled substances.



- 1.83. Un-permitted Materials. Materials, including Hazardous Waste and Designated Waste, that the Transfer Station, Processing Sites, or Disposal Facility may not receive under its permits.
- 1.84. Yard Trimmings. Those Discarded materials that will decompose and/or putrefy, including but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of organic waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings shall be placed in the Organic Materials Container for Collection and shall not exceed six (6) inches in diameter and five (5) feet in length.

2. GRANT OF FRANCHISE

- 2.1. Grant of Franchise. The City grants to Contractor during the Term the exclusive right and Franchise to provide Solid Waste Management Services in the City in accordance with the terms of this Agreement and Chapter 15-2 of the Municipal Code.
- 2.2. Exclusive. City agrees not to award any contract to, or enter into any contract with, any person other than the Contractor for the provision of residential, commercial, or industrial Solid Waste Management Services including Collection of Solid Waste, Recyclable Materials, Organic Waste and C&D generated in the City, except as described in Section 2.4, or except where otherwise precluded by Applicable Law, or in the event Contractor fails, refuses or neglects for any reason other than force majeure to perform said Solid Waste Management Services as herein provided at the time and in the manner herein required, City may perform said Solid Waste Management Services or cause said services to be performed, and Contractor shall be liable for any reasonable expenses incurred therefor.
- 2.3. Incorporation of Chapter 15-2 of the Albany Municipal Code. Except as modified by a more restrictive provision of this Agreement, the City's grant of this exclusive Franchise to Contractor pursuant to this Agreement incorporates all terms and conditions of Chapter 15-2 of the Municipal Code, as it currently exists or as may be amended from time to time. Contractor acknowledges and agrees that the provisions of Chapter 15-2 of the Albany Municipal Code establish the minimum standards to be observed by Contractor, and that those minimum standards may be modified by any higher standards and stricter regulations set forth in this Agreement.
- 2.4. Exclusions from the Franchise. The materials listed below in this Section may be collected and transported by other Persons. Such Persons shall do so in accordance with the Municipal Code. The Franchise granted by this Agreement does not include:
 - 2.4.1. **Gardeners.** Gardeners, tree trimmers, roofers, carpenters, masons, or similar contract enterprises who haul or dispose of grass clippings, prunings,



wood or other materials collected in the course of their business using their own equipment.

2.4.2. **Commercial and Industrial.** Commercial and industrial generators of Solid Waste, Recyclable Materials, or Organic Waste who haul, sell, or otherwise dispose of material generated on their own property during the course of their normal business using their own equipment and employees.

2.4.3. **Sale or Donation of Recyclables or Organics.** The sale or donation of Recyclable Materials or Organic Waste by the persons or businesses generating such Recyclable Materials or Organic Waste. Donation of Recyclable Materials or Organic Waste must be to Persons that are not in the business of processing or disposing such materials. Sale of Recyclable Materials or Organic Materials must result in a net payment to the Generator after consideration of collection, handling, processing costs and other costs.

2.4.4. **Commodities.** Recyclable Materials, Organic Materials, C&D, and Specialty Recyclable Materials which Owner or Occupant: (i) separates from Solid Waste, (ii) places in a Container which is not provided by Contractor, and (iii) sells, donates, or is otherwise compensated for by a collector resulting in a net payment to the Generator after consideration of collection, handling, processing costs and other costs.

2.4.5. **Containers Recycled.** Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Public Resources Code section 14500.

2.4.6. **Onsite Composting.** Organic Materials composted on a Residential Premise.

2.4.7. **Animal and Grease Waste.** Animal waste and remains from slaughterhouse or butcher shops, or grease waste for use as tallow.

2.4.8. **Sewage Treatment By-Product.** By-products of sewage treatment including sludge, sludge ash, grit, and screenings.

2.4.9. **Hazardous Wastes.** HHW, Hazardous Waste, and Designated Waste regardless of its source with the exception of materials Contractor is required to Collect in accordance with Section 7.7 of this Agreement.

2.4.10. **Public School Wastes.** Materials generated by public schools located in the City, including the University of California Village.

2.5. Responsibility to Enforce. It shall be the Contractor's responsibility to enforce this Franchise, except as to violations of the Municipal Code. Contractor may require Residential and Commercial Premises utilizing one of the franchise exclusions above to provide Contractor with information sufficient to verify compliance with



the claimed exception. If other Persons are servicing Collection Containers or are Collecting and transporting Solid Waste, Recyclable Materials, Organic Waste, and/or C&D in a manner that is not consistent with the Municipal Code, Contractor shall report the location and the name of the Person or company to the City along with Contractor's evidence of the violation of the exclusiveness of this Franchise. Contractor's reporting is not in lieu of any other rights it has, or may have, to enforce its legal rights. The City will provide reasonable support to Contractor in these efforts, including enforcement of applicable Municipal Code provisions.

3. FRANCHISE FEE AND OTHER CONSIDERATIONS

- 3.1. General. Contractor shall remit the fees described in Sections 3.2-3.5 of this Article to City on a monthly basis as described in Section 3.7. Contractor may be required to separately identify each fee and other specific costs on bills as determined and directed by City. Contractor shall pay the City fees described in this Article for revenues collected from all Customers with the exception that Contractor shall not pay fees described in this Article for (a) revenues collected from the University of California if Contractor is prohibited by law from collecting such fees from the University of California or (b) revenues from services outside of Contractor's Franchise hereunder, such as school districts and other state facilities. Contractor shall not be required to pay fees (described in this Article) on revenues derived from activities on the University of California properties unless and until said properties, or the commercial or residential improvements on said properties, become legally subject to fees (described in this Article) by virtue of inclusion of collection services at said properties within the exclusive scope of this Agreement. If, however, collection of fees from the University of California, or its lessees, assigns, or users of its property or services, is permissible for any reason, Contractor shall collect and remit all fees to the fullest extent allowable under the law.
- 3.2. Franchise Fee. In consideration of the exclusive rights provided Contractor herein, Contractor shall pay a Franchise Fee to the City each month equal to 10% of actual Gross Revenue remitted by Customers for Collection services provided in the City.
- 3.3. Administrative Fee. Contractor shall pay an administrative fee to the City each month equal to 1% of actual Gross Revenue remitted by Customers for Collection services provided in the City.
- 3.4. Street Sweeping Fee. Contractor shall pay a street sweeping fee to the City each month equal to 2.58% of actual Gross Revenue remitted by Customers for Collection services provided in the City.
- 3.5. Other Fees. The City may set or adjust "other" fees, such as a vehicle impact fee, as it deems necessary. The amount, time, and method of payment and adjustment process will be set in a manner similar to that for other fees described in this Article, and any adjustments or increases shall be an allowable pass-through cost



for which Contractor's compensation shall be adjusted in accordance with Section 8.4.

3.6. Adjustment to Fees. City shall adjust the fees established in this Article annually as required during the Term of this Agreement.

3.7. Payment Schedule and Late Fees. On or before the twentieth (20th) day of each month during the Term of this Agreement, Contractor shall remit to City Franchise Fees and other fees as described in this Article. If such remittance is not paid to the City on or before the twentieth (20th) day of any month, Contractor shall pay the fees due plus interest compounded daily, where interest shall be calculated using the annual yield rate for the California Local Agency Investment Fund (LAIF) most-recently published by the California State Treasurer's office.

3.7.1. Each Monthly remittance to the City shall be accompanied by a statement itemizing each fee paid; detailing calculation of all fees; and stating actual gross revenues, by service type, for the monthly period collected from all operations conducted or permitted by this Agreement.

3.8. Sustainability Coordinator Fee. No later than November 15, 2024, and annually thereafter during the Term of this Agreement, Contractor shall submit an annual sustainability coordinator fee to the City in the amount of fifty-four thousand dollars (\$54,000).

3.9. Reimbursement of City's Costs for Franchise Agreement. In addition to the Franchise Fee and the Contract Service Fee, Contractor shall reimburse the City for its reasonable costs related to evaluating the Solid Waste service currently being provided to City by Contractor, negotiating this Agreement and drafting this Agreement. The amount of reimbursement shall be two hundred fifty thousand dollars (\$250,000). Contractor shall pay the invoice within thirty (30) days of receiving the invoice.

3.10. Public Education Budget. Contractor shall provide City with Twenty-five Thousand Dollars (\$25,000) per calendar year, increased annually by Refuse Rate Index (RRI), for producing Public Education materials as approved by the City. At the direction of the City, any unexpended amounts from a given year shall accumulate for City's future public education use. Contractor shall inform City of funds expended on public education by quarter. For calendar year 2024 the budget will be prorated.

3.11. Franchise Fee Determined Excessive, Invalid, or Unenforceable. In the event the Franchise Fee or any other City fee is determined by a court to be excessive, invalid, or unenforceable, then:

3.11.1. Contractor shall not be obligated to collect or remit the future portion of the Franchise Fee or City fee deemed excessive, invalid, or unenforceable to the City;



- 3.11.2. To the extent the Customers are entitled to a reimbursement of any excessive, invalid, or unenforceable Franchise Fee or City fees, and City is required to reimburse Contractor in the amount of the Franchise Fee or City fees previously remitted to City that have been deemed excessive, invalid, or unenforceable, thereafter, Contractor shall directly reimburse all Customers entitled to reimbursement in the amount attributable to each Customer account. In no event shall Contractor retain any portion of the fees reimbursed by City;
- 3.11.3. To the extent the Customers are entitled to a reimbursement of any excessive, invalid, or unenforceable Franchise Fee or City fees, and City is required by a court to directly reimburse Customers, Contractor shall assist City in identifying all Customers entitled to a reimbursement, quantifying the reimbursement amount attributable to each Customer account, and obtaining and providing to City any other information needed to satisfy the obligations imposed by a court; and
- 3.11.4. City and Contractor will, within thirty (30) days following such court decision meet and confer to negotiate in good faith and using reasonable efforts to attempt to agree on modifications to the Agreement.

4. TERM OF AGREEMENT

- 4.1. Initial Term. The term of this Agreement shall commence on the Effective Date as defined in Article 1.32 of this Agreement and shall continue until 11:59 p.m. on April 30, 2039.
- 4.2. Renewal or Amendment. Upon mutual written agreement between the City and the Contractor, in their respective sole and absolute discretion, this Agreement may be renewed upon all the same terms and conditions, or as may be amended by the Parties, for an additional mutually agreed upon five (5) year term commencing at the expiration of the Initial Term. Contractor shall provide written notice to the City not later than one hundred eighty (180) days in advance of the expiration of the then-current term of this Agreement of its desire to extend the Agreement for a five-year term. City shall respond in writing within sixty (60) days stating whether or not it agrees to the five-year extension. Should City agree to the five-year extension, then this Agreement shall be extended for an additional five-year term upon all the same terms and conditions. If City does not agree to extend, then the Agreement shall terminate at the end of the then-current term unless the Parties agree otherwise in writing.
- 4.3. Prior Agreements/Covenants. Any prior agreements between the Parties are terminated and superseded in their entirety, and of no further force and effect, as of the Effective Date, except for any existing indemnification obligations or other covenants that are expressly provided to survive the termination of the prior agreements. The Processing, Transfer, and Disposal Agreement currently in place between the City and Contractor, effective as of November 1, 2011, which



shall be amended when this Agreement is approved, is not subject to this provision.

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

4.4.1. Accuracy of Representations. The representations and warranties made in Article 5 of this Agreement are true and correct on and as of the Effective Date.

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

4.4.3. Furnishings of Insurance, Parent Guaranty, and Performance Bond. Contractor has furnished evidence of the insurance, parent guaranty in a form as set forth in Exhibit F, and performance bond required by Article 12 of this Agreement that is satisfactory to the City.

4.4.4. Effectiveness of City Council Action. The City Council shall have taken action approving this Agreement and all Parties shall have signed the Agreement pursuant to Applicable Law prior to or on the Effective Date, provided that no restraining order of any kind has been issued.

5. CONTRACTOR RESPONSIBILITY

5.1. Agreement to Perform. Contractor agrees to perform all of its obligations under this Agreement for the Term. Contractor shall furnish all of the labor and equipment necessary for the collection, processing and disposal of all Solid Waste subject to the terms and conditions of this Agreement and in compliance with all Applicable Laws.

5.2. Contractor's Representations and Warranties. Contractor represents and warrants to the City that it has all applicable local, regional, state, and federal permits and licenses to perform the services under this Agreement, including, but not limited to, local land use approvals, County of Alameda collector permits, truck operating permits and a City of Albany business license. Contractor further represents and warrants to the City that it has the professional and technical personnel required to perform the services in conformance with this Agreement and the Applicable Laws, and that it shall perform the services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. 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 pending or, to the best of Contractor's



knowledge, threatened, against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of Contractor's obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity of, or the ability to enforce this Agreement or any other agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby. The Contractor shall hold or possess a right to use all proprietary property including patents, rights to patents, trademarks, copyrights, and licenses, as the case may be of any equipment or software necessary for the performance by the Contractor of its obligations and the transactions contemplated by this Agreement. Contractor represents that it does not know any material conflict with the rights of other parties regarding proprietary property.

5.3. Corporate Status. Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State. It is qualified to transact business in the State 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.

5.4. Corporate Authorization. Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

5.5. Agreement Will Not Cause Breach. To the best of Contractor's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by Contractor of its obligations hereunder does not conflict with, violate, or result in a breach: (i) of any law or governmental regulation applicable to Contractor; 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 Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder.

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

5.6.1. Materially adversely affect the performance by Contractor of its obligations hereunder;

5.6.2. Adversely affect the validity or enforceability of this Agreement; or



- 5.6.3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.
- 5.7. No Adverse Judicial Decisions. To the best of Contractor's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.
- 5.8. No Legal Prohibition. To the best of Contractor's knowledge after reasonable investigation, there is no applicable law in effect on the date Contractor signed this Agreement that would prohibit the Contractor's performance of its obligations under this Agreement and the transactions contemplated hereby.
- 5.9. Contractor's Investigation. Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. Contractor has taken such matters into consideration in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.
- 5.10. Voluntary Use of Approved Facilities. The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use Transfer Station or other approved facilities hereunder for transfer of all of the material Collected. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control limitations or any definition thereof. Contractor shall have an affirmative duty to select for disposal of City's Solid Waste only those landfill facilities which comply with state and federal law.

6. SCOPE OF SOLID WASTE MANAGEMENT SERVICES

- 6.1. Services. Contractor undertakes, and agrees, in accordance with the terms and conditions of this Agreement, to provide comprehensive Solid Waste Management Services, as set forth in Exhibit A to this Agreement, which is incorporated into this Agreement by this reference.
- 6.2. Performance. Contractor undertakes and agrees to perform the obligations of this Agreement in a prompt, thorough, lawful, professional, and sanitary manner and in accordance with the Applicable Laws.
- 6.3. City Regulations. Contractor's Solid Waste Management Services described in this Agreement and in Exhibit A to this Agreement shall be performed in accordance with the specifications contained within the Municipal Code as they now exist or may from time to time be amended. City shall have the authority to issue regulations, orders, directions, and instructions to Contractor from time to time regarding the collection, transportation, removal, disposal and processing of Organics, Solid Waste and Recyclables, the performance of Contractor's services hereunder, and Contractor's compliance with the Municipal Code. Contractor



agrees to comply therewith. Unless otherwise noted in this Agreement, or if changed by the City Council or City Manager, the Director or his designee shall be responsible for implementing all City actions necessary under this Agreement, including direction of Contractor. Contractor shall be entitled to rate adjustments pursuant to Section 8.4 in the event City exercises any of its rights described in this Section 6.4 which result in increases in costs or reduction in revenue to Contractor.

6.4. City-Requested Changes to Scope of Services.

6.4.1. Types of Changes. City may request Contractor to perform additional services or modify existing services. For example, and without limitation, the City may request the following:

- 6.4.1.1. Collection of certain materials, which were originally Solid Waste, but during the term of this Agreement can, in the reasonable opinion of the City, be economically Recycled or Composted;
- 6.4.1.2. Inclusion of new diversion programs;
- 6.4.1.3. Expansion of public education activities;
- 6.4.1.4. Elimination of programs;
- 6.4.1.5. Modification of the manner in which Contractor performs existing services;
- 6.4.1.6. Performance of pilot programs; or
- 6.4.1.7. Implementation of innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Generators.

6.4.2. Procedure for Making Changes in Scope.

6.4.2.1. Contractor shall present, within sixty (60) calendar days of the City's written request, or within such additional time as is reasonable, a written proposal to provide additional or expanded services. The proposal may contain a complete description of the following:

- 6.4.2.1.1. Collection methodology to be employed (equipment, manpower, etc.).
- 6.4.2.1.2. Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- 6.4.2.1.3. Labor requirements (number of employees by classification).



- 6.4.2.1.4. Type of materials and Containers to be utilized.
 - 6.4.2.1.5. Change in costs.
 - 6.4.2.1.6. Provision for program publicity/education/marketing.
 - 6.4.2.1.7. Five (5) year projection of the financial results of the program's operations in a balance sheet and operating statement format, including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.
 - 6.4.2.1.8. Plans for implementing the service change.
 - 6.4.2.1.9. Proposed Rates that reflect the service change with supporting documentation of the calculation and justification for the change in Rates.
- 6.4.2.2. The City shall review the Contractor's proposal for the change in scope of services. If the Contractor's proposal is desirable to the City, the City may negotiate with the Contractor to amend the Agreement to reflect the change in scope. If the Contractor's proposal is not desirable to the City, the City shall provide a written response to the Contractor identifying the City's reasons for not wanting to negotiate with the Contractor.
- 6.4.2.3. Adjustment to Contractor's Compensation. If the City requests a change in scope of services, Contractor shall be entitled to an adjustment in its compensation in accordance with Section 8.4. Contractor shall not be compensated for the proposal preparation costs or costs incurred during the negotiation of its proposal for the change in scope of such services.

7. OTHER SERVICES OF CONTRACTOR

- 7.1. Public Education/Education Campaign. Within ten (10) days of approval of the Agreement, Contractor shall submit the initial public education plan for calendar year 2024. Beginning September 1, 2025, and annually thereafter, Contractor shall submit an annual public education plan for the following calendar year. City shall review and respond in writing within forty-five (45) calendar days. Implementation of the annual plan will begin on January 1st of each calendar year of the Agreement. Contractor's public education program shall focus on providing information to Customers in accordance with the specific requirements described in the annual public education plan approved by the City. Educational media shall include, but not be limited to, newsletters, flyers, door hangers, notification tags, and direct contact. Information shall be provided for initial start of new services, to solicit feedback about the service and suggested improvement/changes, and to educate Customers about source reduction, reuse, and Recycling opportunities.



Materials shall be printed on paper containing the highest levels of recycled content material as is reasonably practical. Contractor's obligations in this Section 7.1 are subject to funds being available under the Public Education Budget (Section 3.10).

7.1.1. **Print and Digital Communications.** Contractor shall oversee the development of print and/or digital communication pieces utilizing the public education budget including but not limited to billing inserts, program education brochures, and direct mail pieces to fulfill obligations in this Agreement; and develop public education materials and outreach activities to promote special programs in the City.

7.1.2. **Translation of Materials.** Contractor's Communications Department shall oversee the process of translating all Outreach and Education materials used for public purposes, into Spanish and simplified Chinese as directed by the City utilizing the public education budget.

7.1.3. **Communication of Edible Food Recovery.** City may utilize the public education budget to have Contractor create materials or include in newsletters information about the City's Edible Food Recovery programs, options for Edible Food Recovery in the City, and Commercial Edible Food Generator (as defined by SB 1383) responsibilities.

7.1.4. **Special Events.** City may utilize the public education budget and direct Contractor to prepare educational and informational materials that the City may use for the public during special events that describing the Collection options available and promoting Recycling.

7.1.5. **Bulky Program Promotion.** Contractor shall promote Curbside on-call Bulky Collection service by preparing billing inserts, direct mail, advertising and/or other methods as approved by the City and paid for from the public education budget.

7.1.6. Contractor shall obtain the City's approval of all public education materials paid from the public education budget prior to printing, distribution, advertising, posting, or mailing.

7.1.7. If Contractor fails to perform some or all of the requirements of the public education program described in this Section and in the annual public education plan, the Contractor shall pay the City Liquidated Damages as described in Article 14.

7.2. **City Facilities, Events, and Services.** Unless otherwise requested by City, Contractor shall provide collection, transportation, and disposal services to all City operated facilities, as they currently exist as shown in Exhibit D, at no charge to City, including City parks, playgrounds, buildings, and public street litter and recycling cans. Contractor may integrate Collection from City facilities with other



Collection services, provided that Contractor attributes estimated tonnage Collected from City facilities separately from other Customers. If the amount of free City services expands by 5% or more, including new City locations and expanded services at locations listed in Exhibit D, then Contractor may invoice the City for such services beyond the 5% level at the then-current commercial rates.

7.2.1. Contractor shall provide collection, transportation, and disposal services, at no charge, for the City-sponsored or City-organized special events identified in this section; City may replace events with another, so long as the total number of annual events is no more than nine (9). City shall notify Contractor of the need and quantity of containers, and delivery instructions, at least ten (10) business days in advance, but not more than forty-five (45) days in advance. These events are as follows: the annual Solano Stroll (held on Solano Avenue), annual Coastal Clean-Up event, July 4th in the Park, three (3) annual Chamber of Commerce promotional events, and three (3) other events selected by the City. Contractor shall provide an adequate number and type of Collection Containers for the special events and shall coordinate its Collection services with the City. The Contractor shall report the estimated tonnage of material Collected to the City within ten (10) Business Days of each event.

7.3. Annual Bulky Collection.

7.3.1. Single-family Residential Premises. Contractor shall provide Single-family Residential Premises with up to two (2) free curbside pickups per year. Additional pickups may be provided by Contractor for a fee. Contractor shall collect up to six (6) of the following items for each on-call collection: Bulky Items; bagged Solid Waste; bagged or bundled Green Waste. Contractor will not be required to collect small items that are unbagged or unbundled. Customers must request collections at least two (2) weekdays prior to their regular collection day to receive this service on the next regularly scheduled collection day. Items must be placed curbside, and not in the yard or driveway. Contractor will use good faith efforts to divert the collected items away from the Landfill to another facility where they can be either recycled or refurbished for reuse.

7.3.2. Multi-family Residential Premises. Contractor shall provide Multi-family Residential Premises with up to two (2) free pickups per year. Additional pickups may be provided by Contractor for a fee. Permitted materials are Bulky Items and bagged Solid Waste. Contractor will not be required to collect small items that are unbagged or unbundled. For each free pickup, the following will apply: (a) pickups must be scheduled by the Premises owner or manager. The Premises owner or manager will be responsible for communicating to tenants when and where the Roll-off Box will be placed and what items are acceptable; (b) Contractor will deliver one Roll-off Box up to thirty (30) yards in size; (c) residents or management of the Premises will be



responsible for loading small Bulky Items and bagged or bundled items into the Roll-off Box; and (d) larger Bulky items, such as furniture, shall be placed next to the Roll-off Box. Contractor will use good faith efforts to divert the collected items away from the Landfill to another facility where they can be either recycled or refurbished for reuse.

- 7.4. Recycling and Reuse. Contractor shall design the Curbside Collection program to include the participation of Re-Use Vendor(s) to accept donated clothes or other reusable items and to divert as much of the material as possible. Mattresses shall be delivered to a recycler. Disposal of materials shall be the Contractor's last option. Annually, Contractor and City will discuss re-use items to be collected as part of the Curbside Collection program, based primarily on the availability of outlets. Initially, it will only include textiles. Re-use item collections will be available four weeks per year, and during such period Contractor will not be required to collect Bulky Items or Holiday Trees.
- 7.5. Major Appliances Containing Freon. In the event Contractor Collects Major Appliances that contain freon, Contractor shall handle such Major Appliances in a manner such that the Major Appliances are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.
- 7.6. Holiday Tree Collection and Recycling. Annually, Contractor shall collect and recycle natural, undecorated trees, free of tree stands, placed at the curbside, from all Residential Customers. The pickups shall occur on the Customer's regular collection day and shall be at no additional charge to the Customer. Collection shall commence the first Monday in January and end on the last regularly scheduled Organic Waste Collection day of January for each specific route. Contractor shall Collect holiday trees from MFD Customers with more than one hundred (100) units with Roll-off Boxes provided at the MFD Premises if the property manager or property owner requests the Roll-off Boxes at least ten (10) days in advance.
- 7.6.1. Holiday trees shall be delivered to the Transfer Station or a Processing Facility where they will be used to produce mulch or Compost Product or diverted from landfill disposal in an alternative manner to count as diversion in accordance with the Act, with the exception that holiday trees may not be delivered to a Transfer Station or Processing Facility where they will be used as ADC or for transformation fuel without prior written approval from the City.
- 7.7. Illegal Dumping/Abandoned Waste Collection. Contractor shall collect, transport, and dispose of all spilled or illegally dumped or abandoned Solid Waste, exempting C&D materials or litter, within one business day of notice from the City, up to six (6) collections per week. Contractor shall direct its Collection vehicle drivers to note (i) the addresses of any Premises at which the driver observes that Solid Waste, Recyclable Materials, and/or Organic Materials is accumulating; and (ii) the address, or other location description, at which Solid Waste, Recyclable Materials, and/or Organic Waste has been dumped in an apparently unauthorized



manner. Contractor shall deliver the address or description to City within five (4) Business Days of such observation.

7.7.1. Contractor shall Collect illegally dumped or abandoned waste on public property within the City upon direction from the City. Contractor shall dispatch a truck to Collect abandoned materials at locations identified by Contractor or by the City. When the Contractor receives an email request from the City to Collect abandoned waste at a specific location, Contractor shall collect such materials within forty-eight (48) hours of receiving the request unless the Contractor is notified on a Friday, in which case the Contractor shall Collect such materials by 10:00 a.m. on the Monday following such request or if special circumstances warrant a longer period. In this case, Contractor shall notify the City of such circumstances and the need for additional time to Collect such materials within twenty-four (24) hours of the City's notice to Collect abandoned waste. If Contractor fails to Collect abandoned waste within forty-eight (48) hours unless special circumstances warrant a longer period, the Contractor shall pay the City Liquidated Damages as described in Article 14.

7.7.2. Contractor shall be responsible for Collection, transportation, and disposal of such material. Contractor shall record the date, time, location, and description of material Collected including the volume of such material; location where such material was disposed; and cost of disposal. Copies of receipts from Disposal Site for disposal of abandoned Solid Waste shall be made available by Contractor upon request by the City. Tonnage or volume of material Collected shall be separately recorded and reported to the City on a quarterly basis.

7.8. Used Motor Oil and Oil Filter Collection. On a weekly basis, Contractor shall Collect from SFD and MFD Customers, used motor oil and used oil filters placed Curbside for Collection in Contractor-provided containers. Contractor shall not be required to Collect more than three (3) gallons of used motor oil per individual dwelling unit per week.

7.8.1. Contractor shall provide one-gallon translucent plastic containers with screws on top for used motor oil Collection and 6-mil plastic Ziploc bags for used oil filter Collection to SFD and MFD Occupants upon Occupant's request with three (3) Business Days of such request.

7.9. City Clean-Up Services. Each calendar year during the Term of this Agreement, Contractor shall, at no charge to City, provide for a maximum of twenty (20) Roll-Off Box Hauls of the size requested by the City. Contractor shall be entitled to charge City for Roll-Off Box hauls in excess of twenty (20) requested by City per calendar year in accordance with the Roll-off rates specified in Exhibit B.

7.9.1. Contractor shall, in response to the written request of the City Manager, deliver Roll-Off Boxes for use in City cleanup programs. The City Manager



shall notify Contractor not less than three (3) calendar days prior to the date of the service. The notice to Contractor shall specify the dates of delivery and Collection of the Roll-Off Boxes, the location(s) for delivery, and the number of and size of the Roll-off Boxes to be delivered. Contractor shall transport and deliver the Collected materials to the Transfer Station, or such other facility as is appropriate for the disposition of the materials and approved by the City.

8. RATES AND BILLING

8.1. Contractor's Compensation. The Contractor's compensation for performance of all its obligations under this Agreement shall be the actual gross Rate revenues remitted to Contractor by Customers, less fees due to the City in accordance with Article 3. Contractor's compensation provided for in this Article shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, Processing and Disposal fees, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services in the manner required by this Agreement.

8.1.1. If Contractor's costs are more than actual gross revenues retained by Contractor, Contractor shall not be compensated for the difference in costs and revenues. In addition, calculations of Contractor's compensation or Rates shall not be adjusted for past variances of actual costs or revenues.

8.2. Rates. Under this Agreement, Contractor shall have the right and obligation to charge and collect from Customers Rates, which are established by the City. Contractor shall charge Customers Rates approved by the City. The Contractor shall collect payments from Customers in accordance with the City approved Rates.

8.2.1. The Rates shall be fixed, as per Exhibit B, for the period commencing May 1, 2024, and ending November 30, 2024, and shall not be adjusted to reflect increases in costs above those anticipated by Contractor, nor decreased to reflect decreases in costs below those anticipated by Contractor.

8.2.2. Commercial / MFD Recycling & Organics Rates.

8.2.2.1. Beginning December 1, 2024, the Rates for Commercial / MFD recycling and organics services shall equal 50% of the equivalent sized Solid Waste container.

8.2.2.2. Beginning May 1, 2025, the rates for Commercial / MFD recycling and organics services shall equal 70% of the equivalent sized Solid Waste container.



8.2.2.3. Beginning May 1, 2026, the Rates for Commercial / MFD recycling and organics services shall equal 90% of the equivalent sized Solid Waste container.

8.2.3. Reserved. Reserved

8.2.4. CARE Discount. Contractor shall provide a CARE Discount of 25% off rates for services for low-income residents, to customers who can provide evidence of enrollment in the PG&E CARE program. The CARE Discount shall replace all other existing discounts. The discount shall not be funded by other customers through subsequent rate increases. Contractor may retain the option to require eligibility validation of CARE program enrollment every two (2) years.

8.3. Annual Adjustments to Service Rates. Beginning on May 1, 2025, and annually thereafter, Collection service Rates shall be adjusted using the RRI methodology as set forth in this Article and in Exhibit C to this Agreement.

8.3.1. Refuse Rate Index (RRI) Adjustment. The RRI adjustment, calculated as set forth in Exhibit C, shall be the lesser of seven and one half percent (7.5%) or the sum of the weighted percentage change in the annual average of each RRI index number between the base fiscal year, which shall be the prior preceding fiscal year and the preceding fiscal year exclusive of changes in governmental or regulatory fees or assessments which shall be as pass-through. However, in any year that the RRI, including any prior year adjustment is more than seven and one half percent (7.5%), the amount above seven and one half percent (7.5%) shall be carried over to the next adjustment period and added to the calculated RRI for that period. In the event the RRI adjustment is less than two percent (2%), the RRI adjustment for that year shall be two percent (2%). Therefore, the first Rate adjustment will be based on the percentage changes between the annual average of the RRI indices for the year ended October 31, 2023 and the annual average of the RRI indices for the year ended October 31, 2024.

8.3.1.1. Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of less than once cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

8.3.1.2. If any of the RRI indices are discontinued or revised during the Term by the United States Department of Labor, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

8.3.1.3. Annual Rate Application Process. On or before February 1, 2025, and annually thereafter, Contractor shall submit an application



requesting the Rate adjustment for the following Rate Period. The application shall present each Rate for the current Rate Period and calculation of each adjusted Rate for the following Rate Period. The application shall include all supporting documentation for calculation of the adjusted Rates including RRI data along with financial information for the specific services performed under this Agreement for the preceding full or partial calendar year. Such financial information shall be in the format as set forth in Exhibit C, or as may be further revised by City from time to time. If Contractor fails to submit the rate application and the financial information in the required format by February 1st for reasons other than Force Majeure, it is agreed that Contractor's Rate adjustment shall still be implemented on May 1, but Contractor's Rate adjustment will not include the Rate adjustment revenue for the number of days Contractor's application was late. For example, if the submittal is made February 5, the Rate adjustment shall be effective May 1, but will exclude the Rate increase for May 1 – May 5.

8.3.1.3.1. The Contractor's Rate application shall be reviewed by the City. The City shall approve the adjusted Rates administratively. The City shall act in good faith to authorize such Rate adjustments by March 1st of each year so that approved Rates take effect on May 1st of each year. Notwithstanding the provisions of Section 8.3.1.3, the adjusted Rates will not take effect until the City has authorized such Rates.

8.3.1.3.2. If the City does not authorize Rates to be effective on or before May 31st of a Rate Period, the City shall include a Rate surcharge on the Rates that shall be effective for the remainder of the Rate Period to recover revenues lost by the Contractor, if any. If the effective date of the Rates is July 1st or later, the City shall adjust the Rates to recoup lost revenues, if any, as well as interest due the Contractor on lost revenues, where interest shall be calculated using the annual yield rate for the California Local Agency Investment Fund (LAIF) most-recently published by the California State Treasurer's office. To determine the amount of lost revenues, if any, the City and Contractor shall meet and confer to determine the effect the delay in adopting Rates has on the Contractor's revenue. The assessment of the revenue impact shall consider the Contractor's billing cycle (e.g., impact to Customers billed in advance and to Customers billed in arrears), the ability of Contractor to delay issuance of bills, the payment cycle of Customers, and other variables.



8.4. Special Rate Review.

8.4.1. The Contractor is entitled to apply to the City for consideration of a special Rate review, or the City may initiate such a review, should one (1) or more of the following occur:

8.4.1.1. Documented changes in the cost to provide services required in this Agreement as a result of an agreed-upon City-requested change in scope as provided for under Section 6.4.

8.4.1.2. Force Majeure events such as flood, earthquake, other acts of nature, war, civil insurrection, and riots.

8.4.1.3. Change in Law after the Effective Date.

8.4.1.4. City-initiated changes to the amount of Franchise Fees, street sweeping fees, administration fees, or other fees in accordance with Article 3.

8.4.2. Ineligible Items. The Contractor will not be compensated over the Term of this Agreement for:

8.4.2.1. Increases in the cost of Solid Waste, Recyclable Materials, or Organic Waste Collection, transportation, Processing or disposal costs that may be impacted by change in the Disposal Facility, Processing Sites, or Transfer Station operating conditions unless such change is initiated by or at the discretion of the City or due to a Force Majeure event.

8.4.2.2. Decreases in revenues from the sale of Recyclable Materials or Organic Waste.

8.4.2.3. Growth or decline in the number of Customers or their subscription levels; however, the Contractor shall be entitled to bill all Customers at the Rates set forth herein and retain all Rate revenues net fees due to City collected from its Customers for Collection services provided under this Agreement.

8.4.2.4. Changes in accounts related to Container sizes or frequency of Collection; however, the Contractor shall be entitled to bill all Customers at the Rates set forth herein and retain all Rate revenues net fees due to City collected from its Customers or Collection Services provided under this Agreement.

8.4.2.5. Changes in the composition of Solid Waste, Recyclable Materials, or Organic Waste.



8.4.3. Review of Costs. If the Contractor or the City requests a special Rate review, the City shall have the right to review any or all financial and operating records of Contractor and its Affiliates associated with the Contractor's services under this Agreement in accordance with Article 8 and directly pertaining to the special Rate review. Contractor shall pay the City for costs associated with the review incurred by the City and its agents unless said review is initiated by the City.

8.4.4. Submittal of Request. Contractor must submit its request for a special review of Rates, and reasonable cost and operational data, in a form and manner specified by the City at least 3 months before the proposed effective date of any Rate adjustment.

8.4.5. Burden of Justification. Contractor shall bear the burden of justifying to the City by substantial evidence any entitlement to a Rate increase under this Section. If the City determines that the Contractor has not met its burden, the Contractor may request one hearing to produce additional evidence. Upon request, the City shall permit said additional hearing. In the event the City denies Contractor's request, Contractor shall have the right to present its claim in a court of competent jurisdiction.

8.4.6. Grant of Request. Based on evidence the Contractor submits, the City Council or City Manager may grant some, all, or none of the requested increase. However, the City shall approve the special Rate increase request where Contractor has met its substantial evidence burden.

8.4.7. Rate Adjustment. The City shall adjust Rates, in good faith, coincident with any adjustment made pursuant to this Section.

8.4.8. Compensation. The party requesting the special Rate review shall bear all costs of both parties for participating in such review and such costs shall not be reimbursed through Rates charged customers.

8.5. Limitations on Rate Adjustments. Contractor understands and agrees that City may elect to or be required to comply with California Constitution Article XIII D (Proposition 218) or other applicable law before approving any new or increased maximum rates. City shall not be in breach of this Agreement if its residents lawfully delay or prevent City from raising or imposing the rates through the California Constitution Article XIII D or other applicable process. In such event, City and Contractor shall meet in good faith to consider alternatives and options, with a priority being on reduction in services and reduction in City fees such that Contractor will achieve the level of profitability as if such delayed or prevented rates were approved. All costs incurred in providing notices required under California Constitution Article XIII D or other applicable law in connection with a rate adjustment shall be paid by the City.



8.6. The Notice of Rate. The Contractor shall provide all Customers with advance written notice of approved Rate changes, in the form of a bill insert at least thirty (30) days before the effective date of such changes provided City has approved the rate in time for the printing deadline. Notice of rate can also be done as a dunning message on invoices and/or posted online.

8.7. Billing.

8.7.1. The City shall establish the Rates that Contractor may charge Customers for Solid Waste, Recyclable Materials, and Organic Waste Collection services. Contractor shall bill all Customers and collect billings in accordance with City-approved rates. If a Premises includes both MFD and Commercial uses, the Contractor shall have separate accounts for the MFD and Commercial Customers as separate entities.

8.7.2. The Contractor shall prepare, mail, and collect bills (or shall issue written receipts for cash payments) for Collection services provided by Contractor.

8.7.3. Contractor shall make arrangements to allow its Customers to pay bills through the following means: check, cash, credit card, internet payment service, or automatic withdrawal from banking account.

8.7.4. Detail. Billings shall be of sufficient detail as to clearly delineate charges for each type of Solid Waste Management Service delivered and must at a minimum be individually line listed. City shall retain the right to revise the billing format at Contractor's expense if, in City's opinion, additional billing information is deemed necessary.

8.7.5. Copies. Contractor shall maintain copies of billings and receipts in chronological order for a period of three (3) years after the date of service for inspection by City. Contractor may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

8.7.6. Past Due Accounts. Contractor shall be responsible for collection of payment from Customers with past due accounts ("bad debt"). Contractor shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies. If the average monthly bad debt ratio for a six (6) month period exceeds one and one-half percent (1.5%), the City and Contractor shall meet and confer on measures that can be taken to collect the bad debt and/or reduce the level of Collection service provided to the Customer. The bad debt shall be calculated as the balance of accounts receivables that are past due ninety (90) days as a percentage of the balance of total accounts receivable. Contractor may discontinue services to Commercial Customers that are past due 90 days.



8.7.7. Special Assessment Process. Contractor shall have the right to utilize the special assessment process set forth in Exhibit E and Municipal Code section 15-2.4 for all SFD and MFD accounts that are delinquent for ninety (90) or more days. City will cooperate with Contractor in the implementation of the special assessment process and the collection of the special assessment. All funds collected as part of the special assessment process representing the portion owed to Contractor (including late fees and other charges permitted under this Agreement) shall be remitted to the Contractor and any remaining funds collected shall be retained by City.

8.7.8. Customer-Specific Billing Instructions.

8.7.8.1. SFD Billing. Bills for SFD service shall be mailed to Customers quarterly in advance of the provision of service.

8.7.8.2. MFD Billing. Bills for MFD service shall be mailed to Customers monthly following the provision of service. Contractor shall bill Owner or property manager of the MFD Premises or the owner or occupant of an individual MFD unit if such Customer separately subscribes to Collection service.

8.7.8.3. Commercial Billing. Bills for Commercial service (including Roll-off Box and Compactor services) shall be mailed to Customers monthly following the provision of service. If Commercial Customers have centralized service in which Containers are shared by more than one Commercial Premise, Contractor shall bill one Customer for centralized services or, at the request of the Commercial Customers sharing the Containers, Contractor shall treat each Commercial Premises as a separate Customer and shall bill each Customer for service costs equal to the service rate divided by the number of Commercial Premises sharing the service provided that the Owner or Occupant of one of the Commercial Premises sharing services takes sole responsibility for paying the Contractor for services in the event the other parties fail to do so.

8.7.8.4. Bill Inserts. City may direct Contractor to insert mailers, which shall be a single sheet of paper no larger than eight and one half (8.5) inches by eleven (11) inches, that may be tri-folded, relating to service with the Bills. The mailers shall be printed on double-sided, post-consumer recycled content paper (if commercially viable) and shall fit in standard envelopes. Contractor also agrees to insert with the billings, mailers describing activities of the City government. City will provide not less than thirty (30) calendar days' notice to Contractor before the mailing date of any proposed mailing to permit Contractor to make appropriate arrangements for inclusion of the City's materials. City will provide Contractor the mailers at least fifteen (15) calendar days before the mailing date. The cost of such inserts and any additional postage shall



be paid for by the City or included in the costs upon which rates are based or deducted from the public education budget.

8.7.8.5. Review of Billings. Contractor shall review its billings to Customers to determine (i) if the amount the Contractor is billing each Customer is correct in terms of the level of service (i.e., frequency of collection, size of Container, location of Container) Contractor is providing such Customer, and (ii) that all parties receiving service are invoiced for service. Contractor shall review Residential Customer accounts and Commercial Customer accounts at least every other year, unless City directs Contractor to do otherwise. Contractor shall submit to City every other year, a written report of the billing review thirty (30) days after the end of each Rate Period. The scope of the review, the Contractor's work plan, and the format of the report (including supporting exhibits) shall be submitted to the City for approval no later than sixty (60) days prior to commencement of the billing review process. The City may perform this review itself or through use of an agent.

8.7.9. Administration of Exemptions and Special Rates.

8.7.9.1. Service Location Exemptions. Contractor shall allow for Persons that have a disability that are Occupants of SFD Premises to receive Collection services at a location other than Curbside. For the purposes of this Agreement, a disability shall be as defined by the Americans with Disabilities Act of 1990 (Public Law 101—336) (ADA), as amended, as these titles appear in volume 42 of the United States Code. Contractor shall review all applications made by Customers to determine conformance with this exemption provision and shall grant exemptions if applicable. With regards to all requirements of this Section, the Contractor shall make reasonable accommodations concerning Container and Collection requirements (e.g., Container size, type, placement of Containers for collection, etc.). Contractor and City shall develop procedures to allow for Occupants of SFD Premises who are unable to bring their Containers to the curb because of the nature of the terrain between the Container storage area and Curbside (e.g., stairs, steep hills) to receive Collection services at a location other than Curbside. Contractor will not be required to provide such services that create a risk to health or safety of employees.

8.7.9.2. Cooperation. Contractor shall cooperate with and provide reasonable information within its possession sought by any consultant employed by City or the County of Alameda necessary for the preparation and implementation of a waste composition study or field survey.



9. STANDARDS AND REQUIREMENTS FOR SERVICES, EQUIPMENT, AND PERSONNEL

9.1. Collection Hours and Schedules. Contractor vehicles shall perform Collections only during the hours described below.

9.1.1. Residential Premises. Collection from Residential Premises shall only occur between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday.

9.1.2. Commercial Premises. Collection from Commercial Premises that are two hundred (200) feet or less from Residential Premises shall only occur between the hours of 7:00 a.m. and 6:00 p.m. Collection of Commercial Premises receiving regularly scheduled Saturday Collection service shall commence no earlier than 7:00 a.m. and terminate no later than 6:00 p.m. The City Manager may require modifications to hours for Collection from Commercial Premises to resolve noise complaints, and in such cases, the City Manager may change the allowable Collection hours.

9.1.3. Exceptions. In the event of an unforeseen circumstance, the Contractor may Collect from Residential Premises or Commercial Premises that are two hundred (200) feet or less from Residential Premises between the hours of 5:00 a.m. and 10:00 p.m., Monday through Friday, upon prior written approval from the City Manager.

9.2. Collection Route Schedules. Contractor shall provide City with route maps and daily Collection schedules for each collection service.

9.2.1. Contractor may not change its regularly scheduled Residential Collection days without prior written approval from the City. Such written approval shall be obtained from the City thirty (30) calendar days before the effective date of the schedule change. Once approved, Contractor shall notify any Residential Customer four (4) weeks prior to any Collection schedule changes. Contractor shall not permit any Customer to go more than seven calendar days without service during a Collection schedule change.

9.2.2. Contractor may change any Commercial Customer's regularly scheduled Collection days without prior written approval from the City.

9.3. Holiday Collection Schedule. Contractor, at its sole discretion, may choose not to provide Collection services on a Holiday. In such event, Contractor shall provide Collection services on the day following the Holiday. The Contractor shall provide Customers notice of Holiday-related changes in Collection schedules at least two (2) weeks prior to the change; notices will be paid from the public education budget.



9.4. Collection Standards.

9.4.1. Implementation of Services. The Contractor's implementation of the services required under this Agreement shall occur in a smooth and seamless manner so that Customers and/or Generators do not experience disruption in Collection services. Contractor shall be responsible for managing implementation of new Collection services and other related services.

9.4.2. Servicing Containers. Contractor shall pick up and return each Container to the location where the occupant properly placed the Container for Collection. Contractor shall place the Containers upright with lids properly secured. The City may levy fines for repeat occurrences of Container misplacement in accordance with Article 14 of this Agreement.

9.4.2.1. Contractor shall use due care when handling Containers. Containers shall not be thrown from trucks, roughly handled, damaged, or broken.

9.4.2.2. Contractor, at the request of Customers, shall provide special services including unlocking Containers; accessing Container enclosures with a key; or pulling or pushing Containers to the Collection vehicle. Contractor shall charge Customers for extra services in accordance with City-approved Rates set forth in Exhibit B.

9.4.3. Overage and Contamination.

9.4.3.1. "Contamination" exists when there is 10% or more materials placed in a Recyclable Materials Container that are not Recyclable Materials, 3% or more materials placed in an Organic Waste Container that are not Organic Waste, or any amount of Un-Permitted Materials in a Container.

9.4.3.2. "Overage" is defined as (i) Solid Waste, Recyclable Materials or Organic Waste exceeding its Container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Solid Waste, Recyclable Materials or Organic Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

9.4.3.3. A "Violation Notice" is a notice mailed or emailed to a customer who has had an Overage or Contamination violation, that includes the following:

9.4.3.3.1. Date of the offense;

9.4.3.3.2. Description of the offense;

9.4.3.3.3. If available, a photograph or video (or link to photograph or video);



9.4.3.3.4. A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials; and

9.4.3.3.5. A website to obtain additional information.

9.4.4. Contamination.

9.4.4.1.1. First and Second Occurrences. Contractor shall service Containers with Contamination except where there is visible Un-Permitted Materials. Contractor shall provide a Violation Notice, where such contact information has been provided.

9.4.4.1.2. Third and Subsequent Occurrences. Contractor may opt to not collect Recyclable Materials or Organic Waste Containers with Contamination; in such event, the Customer may request the Container be collected as Solid Waste, and an additional fee will apply. Alternatively, Contractor may collect a Container with Contamination and invoice the Customer a Contamination Fee in the amount set forth in Exhibit B. In either case, the Contractor shall provide a Violation Notice.

9.4.5. Overage.

9.4.5.1. First and Second Occurrences. Contractor may opt to not collect Overage, unless caused by Contractor spillage of non-overloaded Containers during collection. The Customer may correct the Overage and request that Contractor return to service the Container (an additional fee will apply). Alternatively, Contractor may collect the Container with Overage, but not invoice the Customer an Overage fee. In either case, the Contractor shall provide a Violation Notice.

9.4.5.2. Third and Subsequent Occurrences. Contractor may opt to not collect Overage, unless caused by Contractor spillage of non-overloaded Containers during collection. The Customer may correct the Overage and request that Contractor return to service the Container (an additional fee will apply). Alternatively, Contractor may collect the Container with Overage and invoice the Customer an Overage fee in the amount set forth in Exhibit B. In either case, the Contractor shall provide a Violation Notice.

9.4.6. Service Increase Due to Multiple Contamination or Overage events. If there have been four (4) or more combined instances of Contamination and/or Overage across all material streams (i.e., Solid Waste, Recyclable Materials, or Organic Waste) during the year, Contractor may increase the Customer's Solid Waste service level (i.e., larger Container or more frequent service) to mitigate the Contamination and/or Overage and may increase the charges to



such Customer according to the increased service level. In such event, Contractor will send written notice to the Customer.

9.4.7. Care of Private Property. Contractor shall not damage private property. Contractor shall ensure that its employees: (i) close all gates opened in making Collections, unless otherwise directed by the Generator, (ii) do not cross landscaped areas, and (iii) do not climb or jump over hedges and fences.

9.4.7.1. City shall refer Complaints about damage to private property to Contractor. Contractor shall repair all damage to private property caused by its employees. Any damages to public property will be repaired during the remediation to the previous condition; Contractor will not be responsible for damage to driving surfaces or damages incidental to the services it provides. In the event of repeat occurrences of prohibited property damage, the Contractor shall pay Liquidated Damages in accordance with Article 14.

9.4.8. Litter Abatement.

9.4.8.1. Minimization of Spills. Contractor shall use due care to prevent Solid Waste, Recyclable Materials, Organic Waste, vehicle oil, and vehicle fuel from being spilled or scattered during the Collection or transportation process. If any materials are spilled or scattered during Collection, the Contractor shall promptly clean up all spilled and scattered materials, except when caused by Overage. Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), accidental damage to a vehicle, or unless approved by the City.

9.4.8.2. Clean-Up. During Collection, the Contractor shall clean up litter in the immediate vicinity of any Container storage area (including the areas where Containers are delivered for Collection), unless caused by Overage. Each Collection vehicle shall carry protective gloves, a broom, and shovel at all times for the purpose of cleaning up litter. Cat litter or similar absorbent material shall be used by Contractor for cleaning up liquid spills.

9.4.8.3. Covering of Loads. Contractor shall cover all open Roll-off Boxes, with an approved cover, at the pickup location before Transporting materials to the Approved Disposal Location or Processing Sites.

9.4.8.4. Noise. All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, state, county, and City noise level regulations. Contractor will promptly resolve any complaints of noise during the morning or evening hours of the day to the satisfaction of the City. In the event of repeat occurrences of noise levels in excess



of seventy-five (75) dBA, the Contractor shall pay Liquidated Damages in accordance with Article 14.

9.5. Vehicle Requirements.

9.5.1. Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle used (e.g., side loader, front loader, and roll-off vehicles) to respond to Complaints and emergencies. Vehicles shall be owned or leased by Contractor.

9.5.2. Number, Age, and Identification of Vehicles. Contractor shall provide an adequate number of vehicles and equipment for the collection, disposal and transportation services for which Contractor is responsible under this Agreement. Contractor shall have available on all collection days at least one extra vehicle to respond to any and all complaints and emergencies. Contractor shall ensure that the average age of the collection vehicles regularly used in the provision of services under this Agreement does not exceed twelve (12) years, and that no support vehicle used in the provision of services under this Agreement shall be older than fifteen (15) years, except as may be authorized by the Director in his reasonable judgment based on the condition, maintenance history, usage, and appearance of the vehicle. For purposes of this Agreement, the "age" of a vehicle shall consist of the age of the older of its chassis and body, rather than the age of the engine. Contractor's name, local telephone number and unique vehicle identification number selected by Contractor shall be prominently displayed on all collection vehicles in letters and figures no less than four (4) inches high. Contractor shall not place the City's logo on its vehicles. All vehicles used by Contractor to provide services under this Agreement shall be registered with the Department of Motor Vehicles of the State of California.

9.5.3. Specifications. All Collection vehicles shall be registered with the California Department of Motor Vehicles. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall comply with California Environmental Protection Agency (EPA) noise emission and air quality regulations and other applicable noise control regulations.

9.5.4. Maintenance, Inspection and Cleaning of Vehicles. All vehicles used by Contractor to provide services under this Agreement shall be kept clean, safe, and in good repair, shall be sufficient to keep all collected materials covered during transportation, and shall be regularly inspected and certified by applicable regulatory agencies as required by law. Collection vehicles shall be thoroughly washed and thoroughly steam cleaned at least once every seven (7) days, or more frequently, if necessary, to present a clean appearance of the exterior and interior compartment of the vehicle. All



vehicles used by Contractor to provide services under this Agreement shall be kept and maintained free from any leaks, including, without limitation, leaks of hydraulic oil, brake fluid, engine oil, fuel, or transmission fluid. Contractor shall inspect each service vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in such conditions as to be unsafe or excessively noisy, shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule or in accordance with California Highway Patrol standards whichever are more stringent. All vehicles shall be painted in a uniform manner that does not create a resemblance between Contractor's vehicles and City utility vehicles. Contractor shall maintain accurate records of all vehicle maintenance, recorded according to date and mileage (or hours of operation), and shall make those records available to the City upon reasonable request. The City shall also have the right, but not the obligation, to inspect Contractor's vehicles for compliance with these requirements upon reasonable advance notice to Contractor.

9.5.5. Alternative-Fuel Vehicles Required. All vehicles used by Contractor to provide services under this Agreement shall comply with all rules and regulations of the Alameda County Air Pollution Control District, the California Air Resources Control Board and other Applicable Laws. All service vehicles used by Contractor to provide regular Solid Waste Management Services, as opposed to limited, emergency or ancillary services, under this Agreement shall be fueled by clean air alternative fuel rather than diesel fuel (other than backup vehicles). All of Contractor's collection vehicles used in the performance of services under this Agreement shall be fueled by liquid natural gas or compressed natural gas, unless City approves a different fuel type for collection vehicles, except that backup vehicles may be fueled by diesel.

9.5.6. Zero Emission Vehicles. If Contractor or any of its Bay Area affiliates implement a fleet of zero emission collection vehicles on a permanent basis, Contractor will use commercially reasonable efforts to utilize such vehicles in the City of Albany. If such vehicles result in greater operating or capital costs, then the City and Contractor will first agree on any compensation adjustments to offset such additional costs.

9.5.7. Inventory. Contractor shall furnish sufficient equipment to provide all service required by this Agreement in a timely fashion. Contractor shall furnish the City a written inventory of all vehicles used in providing service and shall update the inventory report annually. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, type, capacity, decibel rating, average weight of load, and average loaded axle weights.

9.5.8. Repairs. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and



operable condition. If an item of repair is covered by a warranty, Contractor shall obtain warranty performance. Contractor shall maintain accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

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

9.5.10. Operation. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions for vehicles and roads. Contractor shall have each Collection vehicle weighed at the Approved Disposal Location or Processing Sites to determine the unloaded weight ("tare weight") of the vehicle. Contractor vehicles shall be permitted on City streets only during the Collection hours.

9.6 City Signs on Vehicles. Contractor shall allow the City to periodically attach signs to the Vehicles that promote events or programs or convey City announcements at no charge to the City. Contractor shall provide personnel that will attach and remove City-provided Vehicles signs when requested by the City.

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

9.7.1 Approval of Management. Contractor recognizes the importance of establishing a successful relationship between its management and City staff. Therefore, the City shall have the right to request the Contractor to replace the Person that serves as the City's main contact with Contractor (e.g., field representative and the Contractor's Recycling Coordinator) for the City as designated by the Contractor, if Liquidated Damages levied for events listed in Article 14, with the exception of damages levied for Collection reliability and Collection quality events items 1,3, and 10 of Article 14, in any three (3) month period exceed two thousand dollars (\$5,000) or if Liquidated Damages levied for Collection reliability and Collection quality events items 1,3, and 10 of Article 14 in any three (3) month period exceed forty five thousand dollars (\$45,000).

9.7.2 Provision of Field Supervision. Contractor shall designate at least one qualified employee as supervisor of field operations and such person shall devote at least twenty-five percent (25%) of his or her time in the field checking on Collection operations, including responding to Complaints.

9.7.3 Driver Qualifications. All drivers shall be trained and qualified in the



operation of Collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

9.7.4 Customer Service Representative Training. Customer service representatives shall be trained in the specific City service requirements, a minimum of once per quarter.

9.7.5 Safety Training. Contractor shall provide suitable operational and safety training for all of its employees who operate Collection vehicles or equipment or who are otherwise directly involved in such Collection. Contractor shall train its employees involved in Collection to identify, and not to collect, Hazardous Waste or Infectious Waste.

9.7.6 Employee Conduct and Courtesy. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection employees to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures. The City may require Contractor to reassign an employee if the employee has conducted themselves inconsistently with the terms of this Agreement.

9.7.7 Uniforms. While performing services under this Agreement, all of the Contractor's employees performing field service shall be dressed in clean uniforms that include the employee's name and/or employee number, and Contractor's name, as approved by the City. No portion of this uniform may be removed while working. No portion of the uniform shall contain advertising from the public sector.

9.8 Un-permitted Materials Inspection and Handling.

9.8.1 Inspection Program and Training. Contractor shall develop a load inspection program that includes the following components: (i) Personnel and training; and (ii) load checking activities.

9.8.1.1 Contractor's Collection vehicle drivers shall be trained in (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

9.8.1.2 Response to Un-permitted Materials Identified During Collection. If Contractor determines that material placed in any Container for



Collection is Un-permitted Materials, or other material that may not legally be disposed of at the Disposal Facility or handled at the Transfer Station or Processing Sites, or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange proper Disposal. Under no circumstances shall Contractor's employees knowingly Collect Un-permitted Materials or remove unsafe or poorly containerized Un-permitted Materials from a Collection Container.

9.8.1.3 If Un-permitted Materials are found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, the Contractor shall immediately notify the City's Fire Department using the 911 emergency number. If any staff identify an imminent danger, the Contractor shall notify the City of any Un-permitted Materials identified in Containers or left at any Premises within twenty-four (24) hours of identification of such material.

9.8.1.4 Response to Un-Permitted Materials Identified at Transfer Station or Processing Sites. If Un-permitted Material is delivered to the Transfer Station or Processing Sites by Contractor before its presence is detected, and the Generator cannot be identified or fails to remove the material after being requested to do so, the Contractor shall arrange for its proper Disposal and pay for costs of such Disposal. The Contractor shall make a good faith effort to recover the cost of Disposal from the Generator and the cost of this effort, as well as the cost of disposal shall be chargeable to the Generator.

9.9 Regulations and Record Keeping. Contractor shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at the Contractor's facility. These records shall include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

9.10 Non-Discrimination. Contractor shall not discriminate in the provision of service or the employment of persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any Applicable Law.

9.11 Communication and Cooperation with City.

9.11.1 Communications. If requested, the Contractor shall meet with the City or its agent at least once each month to discuss service issues. The Contractor's field representative and the Contractor's responsible representative as designated by the Contractor shall have email capabilities to enable the City



and the Contractor's responsible representative to communicate via email.

9.11.2 Inspection by City. The City or its designated representatives shall have the right to observe and review Contractor operations and enter Premises for the purposes of such observation and review during reasonable hours with reasonable notice.

9.11.3 Cooperate with City-initiated Studies. Contractor shall cooperate with and assist the City or its agent with performance of City-initiated studies of Solid Waste, Recyclable Materials, and Organic Waste such as, but not limited to, waste characterization and composition studies.

10. CUSTOMER SERVICE PROGRAM AND COMPLAINT RESOLUTION

10.1. Customer Service Hours. Contractor shall maintain a business office that handles telephonic customer service inquiries. This office will be open 7 am – 5 pm, Monday – Friday, excluding holidays. Calls received during non-business hours shall be returned within 24 hours, weekends and holidays excluded. Additionally, Contractor has the option to maintain a business office in Alameda County that handles walk-in customer service inquiries related to this Agreement. Initially, this office will be open 8 am – 5 pm, Monday – Friday, excluding holidays; such hours are subject to change. The Alameda County office would be able to take payment, sell Tag-its, and Garden Bags, and answer customer service questions.

10.2. Telephone. Contractor shall maintain a telephone system in operation at its office from 7 a.m. to 5 p.m. and shall have staff available to answer calls. Contractor shall install telephone equipment sufficient to handle the volume of calls typically experienced on the busiest days and such telephone equipment shall be capable of recording the responsiveness to call. If the public are unable with reasonable effort to reach Contractor's office by phone or are subject to waiting time "on hold" of more than three (3) minutes prior to reaching a Customer service representative, City may require that Contractor install additional telephone lines or hire additional Customer service representatives. An answering machine shall record Customer calls and voice messages between 5 p.m. and 7 a.m. Penalties may be levied for Contractor's failure to meet customer service standards provided in accordance with Article 14.

10.3. Service Complaints and Dispute Resolution. Contractor shall be responsible for the prompt, courteous and reasonable resolution of all customer complaints.

10.3.1. **Record of Complaints.** Contractor shall record in a separate log all complaints, noting the name and address of complainant, and date and time of complaint. This complaint log shall be retained by Contractor for 7 years.



City shall reserve the right to examine and make copies of any portion of the complaint log at any time.

10.3.2. **Response to Complaints.** Contractor shall respond to all customer complaints within twenty-four (24) hours, weekends and holidays excluded. In particular, if a complaint involves a failure to collect Solid Waste, Recyclable Materials, or Organic Waste within the normal collection schedule, Contractor shall Collect the material in question within twenty-four (24) hours of being notified of the failure to Collect the material, provided that the Generator has properly placed materials for Collection in accordance with this Agreement. Contractor shall have email capabilities to enable the public to communicate complaints to Contractor via email.

10.3.3. **Customer Satisfaction Survey.** The City may conduct a Customer satisfaction survey every year.

10.4. **Customer Information.** Contractor shall not market, sell, convey, donate, or disclose to any person or entity any list with the names or addresses of Customers or information regarding the composition or content of Customers' waste unless required by Applicable Law, the City or a court of competent jurisdiction. The City permits Contractor to share customer contact information with StopWaste and their consultants for the purposes of outreach and compliance.

11. OWNERSHIP OF SOLID WASTE.

11.1. **Transfer of Ownership.** Except as provided otherwise in state law (Public Resources Code Section 41950), title and ownership of Solid Waste, Recyclable Materials, Organic Waste and/or C&D materials shall pass directly from the Customer to Contractor once materials are placed in Containers and at the Collection location, and shall not vest in the City at any time. Once Solid Waste, Recyclable Materials, Organic Waste and/or C&D materials are deposited by Contractor at Transfer Station, Processing Site, or Disposal Facility, such materials shall become the property of the owner or operator of the facility.

11.2. **Ownership by Contractor.** Contractor is granted the right to collect, transport, process, recover, recycle, retain, market, dispose of or otherwise use any such Solid Waste, Recyclable Materials, Organic Waste, and C&D or any part thereof, in any legal fashion, and retain all benefits or profits resulting from such use; provided, however, that Contractor must at all times comply with the Applicable Law. Contractor shall divert source-separated Recyclable Materials and Organic Materials meeting the specifications under this Agreement from landfills to the extent commercially practicable and provide information reasonably necessary for the City to receive appropriate credit from CalRecycle or other regulatory authorities. Contractor shall not landfill any source separated Recyclable Materials or Organic Waste without the City's prior written permission, except that Contractor may landfill Recyclable Materials or Organic Waste



exceeding the contamination threshold set forth in Exhibit A and residual remaining after processing.

11.3. City's Right to Perform Services and Possess Equipment. The City, at its sole discretion, may determine a period of emergency if both of the following conditions occur: (i) Contractor, for any reason whatsoever, fails, refuses, or is unable to perform its Collection obligations, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours and for reasons other than Force Majeure, and (ii) the City finds that such failure, refusal, or inability endangers or menaces the public health, safety, or welfare. If the City determines a period of emergency, then the City shall have the right during the period of such emergency and no longer to (i) perform, or cause to be performed, such services with its own or other personnel; and/or (ii) take temporary possession of and use any or all of Contractor's equipment used to provide Collection Services. If the City chooses to exercise such rights, the City shall provide written notice to the Contractor twenty-four (24) hours prior to its plans to exercise such rights. The City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

11.3.1. The City shall provide written notice to Contractor of the Contractor's failure, refusal, or inability to perform its Collection obligations detailing the obligations the City contends Contractor did not perform and of the City's intent to perform Collection services and/or possess Contractor's equipment.

11.3.2. Contractor agrees that in such event:

11.3.2.1. It will take direction from the City to affect the transfer of possession of equipment to the City for City's use.

11.3.2.2. It will, if City so requests, keep in good repair and condition all of such equipment, provide all motor vehicles with fuel, oil, and other service, and provide such other service as may be necessary to maintain said equipment in satisfactory operational condition subject to compensation as provided in Section 11.3.2.4.

11.3.2.3. Subject to provisions of any labor agreements then in effect, Contractor shall provide the services of all or any personnel necessary for the Collection operations including, if City so desires, employees then employed by the Contractor. Contractor further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Contractor whose services are necessary for Collection operations and for the Billing and collection of fees for these services.

11.3.2.4. If the interruption or discontinuance of service is caused by any of the reasons listed in Section 17.1 and where the City can perform services and the Contractor cannot, the City shall pay to Contractor a



reasonable rental value, for the period of the City's possession, if any, which extends beyond the period of time for which Contractor has rendered bills to Customers in advance of service.

11.3.2.5. Except as otherwise expressly provided in the previous Section, the City's exercise of its rights under this Article: (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of City to Contractor except for City negligence; and (iii) does not exempt Contractor from the indemnity provisions of Article 12, which are meant to extend to circumstances arising under this Section, provided that Contractor is not required to indemnify City against claims and damages arising from the negligence of City officers, employees, and agents in the operation of Collection vehicles during the time the City has taken possession of such vehicles.

11.3.2.6. Duration of City's Possession. City has no obligation to maintain possession of Contractor's equipment and/or its use in Collection, Transportation, Processing, and Disposal for any period of time and may, at any time, in its sole discretion, relinquish possession to the Contractor.

11.3.2.7. The City's right to retain temporary possession of Contractor's equipment, and to provide Collection services, shall continue until Contractor can demonstrate to the City's satisfaction that it is ready, willing, and able to resume such services or for one hundred eighty (180) calendar days, whichever occurs first.

12. INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

12.1. Indemnification of City.

12.1.1. **General.** Contractor agrees that it shall indemnify and hold harmless City, its officers, officials, employees, agents, assigns and any successor or successors to City's interest, from and against any and all loss, liability, penalties, claims, demands, actions or suits, of every kind and description, arising or resulting from: (i) the negligent acts or omissions of Contractor, its agents, employees or subcontractors, in exercising the privileges granted to it by this Agreement; and (ii) the failure of Contractor, its agents, employees and/or subcontractors, to comply in all respects with the provisions and requirements of this Agreement. Contractor shall, upon demand of City, at Contractor's sole cost and expense, defend with an attorney chosen by Contractor and approved by the City (unless Contractor makes a reservation of rights with respect to any claim, in which case the City may engage separate counsel with reasonable costs and expenses to be reimbursed by Contractor) to defend City, its officers and/or employees against any and all claims, actions or suits in any legal proceedings, (whether judicial, quasi-



judicial, administrative or legislative in nature) brought against City, its officers and/or employees arising or resulting from those situations described in (i) and (ii) above.

12.1.2. **Hazardous Waste.** Contractor shall indemnify, defend with an attorney selected by City, protect and hold harmless City, its officers, officials, employees, agents, assigns and any successor or successors to City's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its officers, employees or agents arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste at any place where Contractor stores or disposes of Solid Waste pursuant to this Agreement. The foregoing indemnity is intended to and shall be construed to operate as an agreement pursuant to Section 107(c) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9067(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify City from liability.

12.1.2.1. The foregoing (i) shall not apply to the extent that any costs and damages arise out of the negligence or willful misconduct of City, its agents, employees, officers and contractors, the City's breach of this Agreement, or the City's intentional misconduct; (ii) is for the exclusive benefit of the City and in no event shall such indemnity inure to the benefit of any third party; (iii) shall not apply with respect to: (a) any Hazardous Waste or hazardous substance generated by the City or its agents and delivered by the City or its agents; (b) any materials delivered by Contractor to a disposal facility or processing facility designated by the City that is not owned or operated by Contractor, following such delivery, or (c) the disposal or release of hazardous substances or Hazardous Waste, to the extent such disposal or release has resulted from the negligence or willful misconduct of the City, its agents, employees, officers and contractors or third parties.

12.1.3. **Performance Levels; Indemnification.** Subject to the restrictions set forth in Public Resources Code Section 40059.1, Contractor shall protect, defend, indemnify and hold City harmless against all fines or penalties imposed by the CalRecycle, or any other government agency with jurisdiction,



in the event that the requirements of AB 939 and/or Applicable Law are not met by City with respect to the waste stream covered by this Agreement to the extent caused by Contractor's failure to comply with this Agreement or Applicable Law.

12.1.4. **Franchise Award.** Contractor understands and acknowledges that the award of this Agreement and related decisions may be subject to review and repeal by the City's citizens through a referendum or similar petition, and to various types of legal and environmental challenges (such referenda, similar petition and legal and environmental challenges being referred to collectively as "Legal Challenge and Referendum"). For purposes of this provision, "Legal Challenge and Referendum" expressly excludes any claims arising from or brought under California Constitution Article XIII D. Accordingly, this Agreement shall not become effective until the City reasonably determines that (1) any Legal Challenge and Referendum that had been initiated as of the time of such determination have been resolved in favor of the City's award of this Agreement to Contractor, and (2) the deadline to initiate any additional Legal Challenge and Referendum has expired.

12.1.5. Notwithstanding the provisions of this Section 12.1, Contractor shall not be required to appear or act in any litigation based upon the negligent acts or omissions of City.

12.2. **Insurance.** Contractor shall obtain and shall require its subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to City, provided that City may require increased insurance coverage limits over time to offset the effects of inflation.

12.2.1. **Commercial General Liability Insurance.** Contractor shall maintain time of occurrence based commercial general liability insurance or equivalent form with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or be no less than five million (\$5,000,000) the occurrence limit. Such insurance shall:

12.2.1.1. Name City, its officials, officers, employees, agents, and consultants, as additional insureds with respect to performance of Solid Waste Management Services. Such additional insured status shall contain no special limitations on the scope of its protection to the above listed additional insureds.

12.2.1.2. Be primary with respect to any insurance or self-insurance programs covering City, its officials, officers, employees, agents, and consultants.

12.2.1.3. Contain standard separation of insureds provisions.



12.2.2. **Business Automobile Liability Insurance.** Contractor shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than three million dollars (\$3,000,000) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

12.2.3. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than three million dollars (\$3,000,000) per accident.

12.2.4. **Certificates/Insurer Rating/Cancellation Notice.**

12.2.4.1. Contractor shall, prior to commencement of the Solid Waste Management Services, furnish to City properly executed certificates of insurance, and copies of endorsements, which shall clearly evidence all insurance required in this Section. Insurance policies required by this agreement shall not be canceled except after thirty (30) days prior written notice or ten (10) days prior written notice for non-renewal has been given to the City.

12.2.4.2. Contractor shall maintain such insurance from the time the Solid Waste Management Services commence until the Solid Waste Management Services are completed, except as may be otherwise required by this Section.

12.2.4.3. Contractor shall place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

12.2.4.4. Contractor shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Solid Waste Management Services.

12.3. **Performance Bond.** Prior to execution of this Agreement, Contractor shall deposit with City either a letter of credit or a performance bond (collectively referred to as the "Performance Bond") in the amount of Seven Hundred Thousand Dollars (\$700,000). The Performance Bond shall serve as security for the faithful performance of Contractor of all of the provisions and obligations of this Agreement. The Performance Bond shall contain terms acceptable to City. If Contractor deposits a letter of credit with City, interest, if any, relating to any cash deposits that may exist with regard to that letter of credit shall accrue to Contractor. City may, at any point during the term of this Agreement, require that the amount of the Performance Bond be increased by an amount equal to the cumulative increase in the RRI since the Effective Date or since the last increase in the amount of the bond.



- 12.4. **Compliance with Environmental Regulations.** Contractor, and all its employees, agents and subcontractors who have a reasonable probability of coming into contact with hazardous materials shall be adequately trained to report the observance of hazardous materials in accordance with all applicable laws and regulations. Contractor shall comply with all applicable laws and regulations relating to the care and protection of the environment in the performance of Solid Waste Management Services or any portion thereof.

13. TERMINATION AND OTHER REMEDIES

- 13.1. Termination. If the City determines that Contractor's performance pursuant to this Agreement does not conform with the provisions of this Agreement, City shall advise Contractor in writing of such deficiencies. City may, in such written instrument, set a reasonable time by which to correct all deficiencies. Unless a greater amount of time is otherwise specified, a reasonable time for correction shall be sixty (60) days from the receipt by Contractor of such written notice. The City Manager shall review Contractor's response and refer the matter to the City Council or decide the matter and notify Contractor of that decision to terminate, in writing. A decision or order of the City Manager to terminate this Agreement shall be final and binding on Contractor if Contractor fails to file a "Notice of Appeal" with City within sixty (60) days of receipt of City Manager's notice to terminate. Within ten (10) working days of receipt of a Notice of Appeal, the City Manager shall either refer the appeal to the City Council for proceedings in accordance with this Article.

- 13.1.1. City Council Review. If referred to the City Council, the matter shall be set for hearing by the City Clerk. The City Clerk shall give Contractor, and any other person requesting notice thirty (30) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the report of the City Manager indicating the deficiencies, and shall give Contractor, and any other interested person, a reasonable opportunity to be heard including the opportunity to submit documents, testimony and other information for the City Council's review and consideration.

- 13.1.2. City Council Determination. Based on the evidence presented at the public hearing, the City Council shall determine by resolution whether this Agreement should be terminated. If, based upon the record, the City Council determines that the performance of Contractor is in breach of any material term of this Agreement, and Contractor has failed to cure said breach as provided in this Section 13, the City Council, in the exercise of its sole discretion, may terminate forthwith this Agreement. The decision of the City Council shall be final and conclusive, subject to Contractor's rights under Applicable Law. Contractor's performance under this Agreement is not excused during the period of time prior to the City Council's final determination as to whether such performance is deficient.



- 13.2. Rights Cumulative and Not Exclusive. This right of termination or to impose liquidated damages is in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.
- 13.3. Other Grounds for Termination. City further reserves the right to terminate Contractor's franchise or impose liquidated damages in the event of any of the following:
- 13.3.1. Fraud or Deceit. If Contractor practices, or attempts to practice, any fraud or deceit upon City.
- 13.3.2. Insolvency. If Contractor becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- 13.3.3. Insurance. If Contractor fails for any period of time to provide or maintain in full force and effect, the Workers' Compensation, liability and indemnification insurance coverages or performance bond as required by this Agreement, and/or fails to provide timely notice that any required bond or policy of insurance has expired, been terminated or been reduced or policy of insurance has expired or been terminated, and Contractor fails to cure said breach within seven (7) days after receiving written notice from City.
- 13.3.4. Willful Violations. If Contractor willfully violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred.
- 13.3.5. Cessation of Services. If Contractor ceases to provide Solid Waste Management Services as required under this Agreement over all or a substantial portion of its service area for a period of three (3) days or more, for any reason within the control of Contractor.
- 13.3.6. Failure to Make Payment. If Contractor willfully fails to make any payments required under this Agreement and/or refuses to provide City with required information, reports and/or test results in a timely manner as provided in this Agreement and fails to cure said breach within seven (7) days after receiving written notice from City.
- 13.3.7. Crimes. If Contractor, one of its officers or managers, or a business controlled by Contractor is found guilty of any criminal law relating to Solid Waste Management Services or is found liable for violation of a law relating to antitrust, unfair trade practices, or dumping of refuse or Hazardous Waste.



13.3.8. City Events of Default. The following shall be City Events of Default, following which Contractor may terminate this Agreement by giving City thirty (30) calendar days advance written notice:

13.3.8.1. City has failed or refused to perform or observe the terms, conditions or covenants in this Agreement, provided that said breach is not cured within thirty (30) calendar days of receipt of written notice from Contractor to do so, or if by reason of the nature of such breach, the same cannot be remedied within thirty (30) calendar days following receipt by City of written demand from Contractor to do so, City fails to commence the remedy of such breach within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof. In any dispute concerning failure to remedy or diligence in pursuing a cure, City shall have the burden of proof to demonstrate (a) that the breach cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said breach, and such breach will be cured within a reasonable period of time. In the event that City fails to cure any breach pursuant to this provision, Contractor shall have the right to terminate this Agreement. Contractor shall provide written notice of termination to City upon City's failure to cure and this Agreement shall terminate one (1) year after service of such notice.

14. LIQUIDATED DAMAGES

14.1. Liquidated Damages Appropriate. City finds, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by City as a result of a material breach of Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (a) substantial damage results to members of the public who are denied services or denied quality or reliable service; (b) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of this Agreement in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (c) that Contractor's services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (d) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches. In placing Designee's initials at the places provided, each party specifically confirms the accuracy of the statements made herein and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.



CITY Initial _____

CONTRACTOR Initial Here _____

CONTRACTOR agrees to pay (as liquidated damages and not as a penalty) the following amounts:

Item		Amount	
#	Description	If Not Cured	If Cured Withing 5 Work Days
COLLECTION RELIABILITY			
1a.	Start New Customer. For each failure over 5 during Rate Period to commence service to a new customer within 7 calendar days after order received and account number established.	\$150.00 per incident.	\$0
1b.	Missed Pick-Ups. For each failure to collect Solid Waste, Recyclable Materials, or Organic Waste, which has been properly set out for Collection (e.g., not blocked and set out by 7 am on the collection day) by a Customer or City on the scheduled collection day, and where Contractor failed to collect such container within 24 hours (excluding holidays and weekends) after being notified.	\$150.00 per incident.	Cannot be cured.
1c.	Missed Collection of Public Litter Cans. Failure to collect Solid Waste from public litter cans on a scheduled collection day.	\$50.00 per incident.	\$0
1d.	Collection of Abandoned Waste. Failure to Collect abandoned waste within the time allotted in Section 7.7.	\$200.00 per incident.	\$0
COLLECTION QUALITY			
2a.	Leaks, Litter, or Spills. For each occurrence over 10 during the Rate Period of unreasonable leaks on public streets and failure to pick up or clean up such material immediately, as required by Section 9.5.4.	\$300.00 per incident.	Cannot be cured.
2b.	Improper Container Placement. For each occurrence over 50 during the Rate Period of failure to replace Containers in original position, upright, with lids attached to or on Carts or Bins, as required by Section 9.4.2.	\$150.00 per incident.	\$0



Item		Amount	
#	Description	If Not Cured	If Cured Withing 5 Work Days
2c.	Care of Private Property. For each failure over 24 during the Rate Period of not closing a Customer's gate, crossing planted areas, or damaging private property (including private vehicles) as required by Section 9.4.7.	\$100.00 per incident.	Cannot be cured.
2d.	Repair of Private Property. For each occurrence over 5 during the Rate Period of failure to repair damage to property as required by Section 9.4.7.1 within 30 days of the date the damage was reported.	\$250.00 per incident.	Cannot be cured.
2e.	Unauthorized Collection Hours. For each occurrence over 5 during the Rate Period of collecting Solid Waste, Recyclable Materials, and Organic Waste during unauthorized hours (Section 9.4.8.4).	\$300.00 per day.	Cannot be cured.
2f.	Excessive Noise. For each occurrence over 12 during the Rate Period of excessive noise.	\$300.00 per day.	Cannot be cured.
2g.	Cleaning Collection Vehicles. For each occurrence over 5 during the Rate Period of failure to clean collection vehicles one time per week.	\$150.00 per day.	Cannot be cured.
2h.	Discourteous Behavior. For each occurrence of discourteous behavior by collection vehicle personnel, customer service personnel, or other employees of Contractor.	\$300.00 per incident.	Cannot be cured.
2i.	Injuries to Others. For each incident of personal injury to a Person requiring medical treatment or hospitalization, where the negligence of the Contractor or its personnel was a contributing factor to the injury.	\$5,000.00 per incident.	Cannot be cured.
CUSTOMER SERVICE RESPONSIVENESS			
3a.	3-Minute Average Speed of Answer. Failure to achieve monthly ASA within 3 minutes.	\$1,000/month	Cannot be cured.



Item		Amount	
#	Description	If Not Cured	If Cured Withing 5 Work Days
3b.	After-Hours Call Returns. Failure to return 99.5% of calls received on Contractor's answering machine within 24 hours (weekends and holidays excluded).	\$22.00/call.	Cannot be cured.
3c.	Respond to Complaint or Service Request. For each failure to inform Customer, within one Business Day of receipt of the Complaint or service request, of the action Contractor will take to remedy a Complaint or to respond to a service request.	\$300.00 per incident.	Cannot be cured.
3d.	Resolve Complaint or Service Request. For each failure to resolve or remedy a Complaint or service request (i.e., bin delivery, extra pick-up, etc.) within five Business Days of receipt of Complaint or service request with the exception of missed pick-ups which are addressed below.	\$300.00 per incident.	Cannot be cured.
REPORTING AND NOTICING			
4a.	Monthly Reports. Failure to submit monthly reports in the timeframe specified in this Agreement.	\$100.00 per day report is overdue.	\$0
4b.	Quarterly Reports. Failure to submit quarterly reports in the timeframe specified in this Agreement.	\$200.00 per day report is overdue.	\$0
4c.	Annual Reports. Failure to submit annual reports in the timeframe specified in this Agreement.	\$300.00 per day report is overdue.	\$0
4d.	Report Hazardous Waste. For each failure to notify the appropriate authorities of reportable quantities of Hazardous Waste.	\$500.00 per incident.	Cannot be cured.
4e.	Application for Contractor's Compensation. Failure to submit application for Contractor's Compensation in accordance with the timeframe established in the Agreement, per Section 8.3.	\$300.00 per day report is overdue.	\$0



Item		Amount	
#	Description	If Not Cured	If Cured Withing 5 Work Days
PUBLIC EDUCATION			
5a.	Initial Mailing to Residents. Failure to send mailing to residents on or before the date specified in the annual public education plan.	\$300.00 per day for each day until mailer is sent (not per customer).	Cannot be cured.
5b.	How to Brochure. Failure to prepare and distribute documents to residents described in the annual public education plan on or before the date specified in the annual public education plan.	\$150.00 per day for each day until mailer is sent (not per customer).	Cannot be cured.
5c.	Mailers to Residents. Failure to prepare and distribute to residential Customers a mailer regarding specific collection day, holiday, holiday tree, and cleanup events.	\$150 per day for each day until mailer is sent (not per customer).	Cannot be cured.
OPERATIONS			
6a.	Commingling in collection vehicles recyclables with Solid Waste or Organics; or commingling in collection vehicles Organics with Solid Waste or Recyclables without first notifying the City and receiving approval.	\$1,000.00 per incident.	Cannot be cured.
6b.	Failure to have a vehicle operator operating within City properly licensed.	\$500.00 per incident per day.	\$0
FACILITIES			
7a.	Disposal of source-separated Recyclables or Organics in the landfill without first notifying the City and receiving approval as set forth in Section 11.2.	\$1,000.00 per load.	Cannot be cured.
7b.	Failure to deliver any collected materials to the landfill or processing facility, except as otherwise expressly provided in this Agreement.	\$5,000.00 per failure	Cannot be cured.



14.2. Assessment of Liquidated Damages. Before assessing liquidated damages for a particular type of performance failure, City shall notify Contractor and provide Contractor a reasonable amount of time to cure. Additionally, assessments of liquidated damages must be made within 30 days of the underlying event. The City Council may, in its discretion, assess liquidated damages for any violation identified in this Article with written notice to the Contractor. City finds that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. Liquidated damages shall be applicable consistent with the table above in Section 14.1. Contractor shall pay any liquidated damages assessed by City Council within ten (10) days after they are assessed, unless Contractor disputes such assessment in writing within such 10 days, in which case the parties shall meet and confer within 15 days after Contractor's dispute. If they are not paid within the ten-day period (assuming Contractor has not disputed such assessment), City may send Contractor a notice of breach pursuant to Section 13.3.6.

15. **RECORD KEEPING AND REPORTING**

15.1. Financial and Operational Records. Contractor shall maintain complete and accurate financial accounting records with respect to billings, gross revenue, costs, expenses, and other such information reasonably required to verify performance of Contractor's obligations under this Agreement, or to support a requested rate adjustment. All such records shall be maintained in accordance with generally accepted accounting principles.

15.2. Other Records. In addition to financial records, Contractor shall maintain complete and accurate records to verify performance of all aspects of Contractor's obligations under this Agreement including, but not limited to: collection route maps; customer lists and payment records; Recyclable Materials and Organic Materials Collection participation and setout rates; weight and volume of material Collected by type; tonnage of materials listed by Processing or Disposal Site where such materials were delivered; facilities, equipment, and personnel used; facilities and equipment operations, maintenance, and repair; local enforcement agency records of inspection; truck inspection records; customer complaints and other like materials; and records for other programs tailored to specific needs, including plans, tasks, and milestones; and accomplishments in terms such as dates and activities conducted; provided, however, that Contractor shall not be required to maintain records in contravention of the California Consumer Privacy Act or any of its implementing regulations, as may be amended. Also, Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with and to meet the reporting and Solid Waste program management needs of City, the Act, and other Applicable Laws, and requirements of this Agreement.

15.3. Customer Service Records. Records shall be maintained by Contractor for City related to:



- 15.3.1. Number of calls (will be an estimate based on allocation);
 - 15.3.2. Average speed of answer (ASA); percentage of calls answered in thirty (30) seconds; percentage of calls answered in three (3) minutes (will be an estimate based on allocation);
 - 15.3.3. Categories (missed pickups, Complaints, damage, etc.) of calls;
 - 15.3.4. Complaint log as described in Section 10.3.1; and
 - 15.3.5. New Customer log.
- 15.4. CERCLA Defense Records. City views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and related litigation as a matter of great importance. For this reason, the City regards its ability to prove where Solid Waste Collected in the City was taken for Transfer or Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain, retain, and preserve records which can establish where Solid Waste Collected in the City was disposed (and therefore establish where it was not). This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or disposing of them.
- 15.5. Manner of Record Keeping. All records required to be kept by Contractor shall be clearly identified and readily accessible, within reason. Contractor shall provide free access to the representatives of City or their agent during all normal business hours to such books or records required to be maintained in Sections 15.1, 15.2, 15.3 and 15.4, and give the City the right to examine and audit same, and to make transcripts therefrom or copies as necessary and City shall maintain the confidentiality of records that contain business confidential, proprietary and/or trade secret information to the extent permitted by Applicable Law, including the California Public Records Act.
- 15.6. Because it is not possible to accurately anticipate all of the conditions giving rise to the need for information, to the extent, such requirements are set out in this and other Articles of this Agreement, they shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define what the records and reports are to be and their content. Further, with the written direction by or approval of City, and with agreement from Contractor, the records, and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency, and if such adjustment results in significant additional costs to the Contractor, the City shall compensate



Contractor for its increased record keeping and reporting costs. Records and reporting may be revised to reflect current record keeping and reporting requirements.

15.7. To adjust Contractor's compensation in the event of City-requested changes in accordance with Section 6.4 or in the event of special Rate review in accordance with Section 8.4 and support its obligations under Section 9.5 of this Agreement, Contractor must maintain relevant, accurate, detailed, financial and operational information in a consistent format, and must make such information available to the City in a timely fashion.

15.8. Retention of Records. Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination. Records and data shall be in chronological and organized form and readily and easily accessible, within reason. At the City's request, records and data required to be maintained that are specifically directed to be retained shall be retrieved in a timely manner by Contractor and made available to the City. Records and data required to be maintained that are not specifically directed to be retained and that are not material to a rate review nor required for the determination of the Contractor's performance, need not be retrieved by Contractor. In such a case and when such records and data are required to but are not retained by the Contractor, the City may make reasonable assumptions regarding what information is contained in such records and data.

15.9. Record Security. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically maintained data and records shall be protected and backed-up.

15.10. General Reporting Requirements. Where practical, records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Certain reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

15.10.1. Set Rates;

15.10.2. Evaluate the financial efficacy of operations;

15.10.3. Evaluate past and expected progress towards achieving the Contractor's diversion goals and objectives;

15.10.4. Determine needs for adjustment to programs; and

15.10.5. Evaluate Customer service and Complaints.



- 15.11. Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be mutually agreeable. Contractor agrees to email reports in a format compatible with City's software and computers in the event it may do so at no significant additional cost.
- 15.12. Monthly reports shall be submitted within thirty (30) calendar days after the end of the reporting month. Quarterly reports shall be submitted within forty-five (45) calendar days after the end of the report quarter. Annual reports shall be submitted no later than forty-five (45) calendar days after the end of the calendar year.
- 15.13. All reports shall be emailed to City Manager or their designee.
- 15.14. Monthly Reports. Contractor shall, on a monthly basis or within five (5) days upon request by the City, provide compliance reports in an Excel spreadsheet format, for compliance with AB 341, AB 1826, and SB 1383. The City reserves the option to update compliance reporting requirements as other laws are introduced in the future, but Contractor shall be compensated for costs. The City may review and approve Contractor's report formats and content. Reports shall present the following information:
- 15.14.1. Solid Waste Services. Total Tonnage Collected and Disposed by service type.
- 15.14.2. Recyclable Materials Services. Tonnage Collected and Recycled by Customer type.
- 15.14.3. Organic Waste Services. Tonnage Collected and Composted by Customer type.
- 15.14.4. C&D Services. Tonnage Collected and processed.
- 15.14.5. Bulky Collection, primary items count (by allocation) per month.
- 15.14.6. Cart deliveries and repairs.
- 15.14.7. Cart delivery statistics for repaired.
- 15.14.8. Residential monthly call queue data (allocation) – Average Speed of Answer (ASA), number of calls answered in thirty (30) seconds or less. Number of calls answered after three (3) minutes, and yearly stats summary with incoming calls (allocation) and ASA.
- 15.14.9. Complaints Log. Chart by month with count by complaint type such as Container condition, service complaint, complaint about driver, lids not closed.



- 15.14.10. Account Information. In table format, the number of Customers and service levels for all Customer types
- 15.14.11. Holiday Tree Service. The January monthly report will include tonnage of holiday trees collected.
- 15.14.12. Abandoned Waste Collection. The monthly report will include such material in the bulky tab as “illegal dumping”.
- 15.15. Quarterly Reports. Contractor shall, on a quarterly and annual basis (or on such more frequent basis as may be required by CalRecycle), provide reports to City with respect to Contractor’s operations as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of City in connection with this Agreement, and/or pursuant to local, state and federal laws, and to enable City to effectively review Contractor’s performance and quality of service. These reports shall be comprised of the following information by each month’s data in the reported quarter and include a quarterly total.
- 15.15.1. Contents of Quarterly Reports. Contractor shall submit quarterly program reports. These reports shall be due within forty-five (45) calendar days after the end of each quarter of operations. If the 45th calendar day falls on a weekend or holiday, the reports shall be due on the next Business Day. At a minimum, the reports shall include:
- 15.15.1.1. Quarterly summary of monthly report required in Section 15.14.
 - 15.15.1.2. Identification of the total tonnage of Solid Waste, Recyclable Materials, and Organic Waste collected.
 - 15.15.1.3. Identification of tonnage collected and disposed of due to non-recyclability or contamination in the Recyclables or Organics collection programs.
 - 15.15.1.4. Identification of tonnage by Recyclable Materials commodities and service type (by allocation, not exact, this may include some MFDs).
 - 15.15.1.5. Residential Recycling and Organic Waste program monthly participation rates and monthly set-out rates on each collection route (by allocation, not exact, this may include some MFDs).
 - 15.15.1.6. Commercial Recycling and Organic Waste monthly participation rates and program information.
 - 15.15.1.7. Call center reports documenting the number of calls received per month (or quarter), the percentage of calls answered within thirty (30) seconds, and the percentage of calls answered within three (3) minutes.



- 15.15.1.8. Education Activities. Public education materials produced and costs from the public education budget.
- 15.15.1.9. Outreach. Contact list for outreach with account name, date, and information about each outreach topic(s).
- 15.15.1.10. Pilot and New Programs. If applicable and upon request, for any pilot and/or new program, activity-related and narrative reports on goals and milestones and accomplishments; description of problems encountered, actions taken, and any recommendations to facilitate progress; and description of vehicles, personnel, and equipment utilized for each program.
- 15.15.1.11. Summary of the following, if applicable, including monthly Tonnage Collected for:
- 15.15.1.11.1. Special events (Section 7.2). Report Roll-off tonnage for special events.
- 15.15.1.11.2. Un-permitted Materials incidents (Section 9.8)
- 15.15.1.12. Contractor, at its discretion, may make a reasonable effort to accommodate other information requests by the City or required by CalRecycle based on availability. Depending on the complexity of the request, Contractor may be entitled to additional compensation to be mutually agreed upon.
- 15.16. Annual Reports. The annual report shall be in the form of the quarterly reports and shall provide the same type of information as required pursuant to Section 15.15 of this Agreement, summarized for the preceding four (4) quarters. The annual report shall also include a complete inventory of equipment used to provide all service.
- 15.16.1. Contents of Annual Reports. Contractor shall submit annual program reports. These reports shall be submitted to City no later than forty-five (45) calendar days after the end of each year of operation. If the forty-fifth calendar day falls on a weekend or holiday, the reports shall be due on the next Business Day. At a minimum, these reports shall include:
- 15.16.1.1. All report items required for inclusion in the quarterly reports.
- 15.16.1.2. An updated list of all vehicles and other equipment used for collecting, hauling, or disposing of Solid Waste, Recyclable Materials and Organic Waste in City including the make, type, year, license number, identification number and ownership.
- 15.16.1.3. Billing. Billing review report in accordance with Section 8.7.8.5.



15.16.1.4. Upon request and as available, information required by CalRecycle. Other requests by City to be mutually agreed upon and may require reimbursement to Contractor for additional costs incurred.

15.16.1.5. Event-Specific Reporting.

15.16.1.5.1. Special Event Collection. As required by Section 7.2.1, the Contractor shall provide to the City the Tonnage of Solid Waste, Recyclable Materials, and Organic Waste Collected for roll-offs, and if applicable, any suggestions Contractor proposes for the next event. In coordination with the City placing the roll-off order for the special event, the roll-off tonnage shall be provided via email no later than ten (10) Business Days following each event.

15.16.1.5.2. Report of Unauthorized Dumping. As required by Section 7.7, Contractor shall report: (i) the addresses of any Premises at which the driver observes Solid Waste, Recyclable Materials, and/or Organic Waste accumulating; and report (ii) the address, or other location description, at which materials were dumped in an apparently unauthorized manner. The report shall be delivered to the City within five (5) Business Days of such observation.

15.16.1.5.3. Hazardous Waste. As required by Section 9.8, the Contractor shall notify the City of any Un-permitted Materials including Hazardous Waste identified in Containers or left at any Premises within twenty-four (24) hours of identification of such material.

15.16.1.5.4. Contamination and Overage Monitoring Report. Provide quarterly with monthly details. Total number of overage incidents (charge and no charge) by Residential and Commercial, for Solid Waste, recycling and organics. Total number of contamination incidents (charge and no charge) by Residential and Commercial for recycling and overage.

16 PERFORMANCE REVIEWS

16.1 Selection and Cost. City may conduct up to two (2) billing audit and performance reviews (together, "reviews") of Contractor's performance during the term of this Agreement, as provided herein. The reviews will be performed by the City or a qualified firm under contract to City. City will have the final responsibility for the selection of the firm. City may conduct reviews at any time during the term of the Agreement. Contractor shall reimburse the City up to sixty-five thousand dollars (\$65,000) for each review.

16.2 Purpose. The reviews will be designed to verify Service Recipient billing rates have been properly calculated and correspond to the level of service received by the Service Recipient, verify Contractor is correctly billing for all



services provided, the fees set forth in Section 3 of this Agreement have been properly calculated and paid to City, and verify Contractor's compliance with the reporting requirements. City (or its designated consultant) may review various documents essential to the review process, including, but not limited to, billing data and franchise fee remittances.

16.3 Review of Contractor provided non-certified Financial Summaries in lieu of certified financial statements.

16.4 Contractor's Cooperation. Contractor shall cooperate fully with the review and provide all relevant requested data, including operational data, financial data and other data reasonably requested by City within sixty (60) Work Days of the request.

16.5 Other Information. Contractor shall provide City with a copy of all reports, or other material adversely affecting Contractor's ability to perform Solid Waste Management Services, including reports related to any landfill used by Contractor during the term of this Agreement, and papers submitted by Contractor to any court or local, state, regional, or federal regulatory agency, or received from such an agency or court. If sent by Contractor, the copy shall be sent simultaneously with submission to the agency. If received from an agency or court, the copy must be mailed to City within thirty (30) business days.

17. GENERAL PROVISIONS

17.1. Force Majeure. Contractor shall not be in default or considered in breach under this Agreement in the event that the collection, transportation, processing and/or disposal services of Contractor are temporarily interrupted or discontinued for any of the following reasons, including threats thereof (to the extent such threats hinder Contractor's ability to perform under this Agreement): riots, wars, civil disturbances, power failures, terrorism, insurrections, epidemics, pandemics, hurricanes, earthquakes, floods, acts of God, government orders and regulations, the first seven (7) days of a labor disruption, or other similar catastrophic events which are beyond the reasonable control of Contractor.

17.2. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor will be considered an excuse from performance to the extent that Contractor meets the terms of Section 17.1. Notwithstanding other remedies to which City may be entitled to under this Agreement due to Contractor's failure to perform, or anticipated failure to perform, arising out of labor unrest, Contractor shall:

17.2.1. Have provided a contingency plan to City within ninety (90) days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan shall be subject to



City approval and shall set forth a plan to meet City Collection requirements. The plan shall address, at a minimum, the priority of Collection by customer type (residents, hospitals, restaurants, nursing homes, etc.) and waste streams, additional Collection options to be provided (drop-off sites, etc.), source of additional personnel to be utilized and a communications plan to keep the City and the public informed.

17.2.2. Notify the City Manager sixty (60) days prior to the expiration of its drivers' labor agreement.

17.2.3. Meet the requirements agreed to in the contingency plan.

17.3. Annexation. In the event that any community, neighborhood or other territory is hereafter annexed to City, Solid Waste Management Services shall be provided to such area by Contractor pursuant to this Agreement, subject to any rights the existing Solid Waste Franchisee in such territory may have to continue providing services in such territory and subject to Contractor acquiring equipment and other resources needed to service the annexed territory. City agrees to give all required notice and to do all acts necessary under applicable statutes to accomplish this result as soon as permissible by law.

17.4. Independent Contractor. It is expressly understood and agreed that Contractor shall perform all work and services described as an independent contractor and not as an officer, agent, servant or employee of City; that Contractor shall have the exclusive control over the details of the services and work performed hereunder and all persons performing the same; that Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any; and that nothing shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights to retirement benefits, workers' compensation benefits or any other benefits which accrue to City employees.

17.5. Governing Law and Venue. It is understood and agreed by the Parties that the law of the State of California shall govern the interpretation of this Agreement. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Alameda County.

17.6. Fees and Gratuities. Contractor shall not, nor shall it permit any agent, employee or subcontractor employed by it to request, solicit, or demand either directly or indirectly, any compensation or gratuity for the collection of Solid Waste, Organics, or Recyclables otherwise required to be collected under this Agreement. Contractor shall not, nor shall it permit any agent, employee or subcontractor employed by it to accept any monetary compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement.



17.7. Amendment. Except as may otherwise be specifically provided in this Agreement, this Agreement may be amended or modified only by a written agreement duly authorized and executed by both City and Contractor.

17.8. Assignment and Transferability. Except as provided in this Article 17, this Agreement is not assignable or transferable in whole or in part by Contractor, voluntarily, involuntarily, or by operation of law or otherwise except by written amendment to this Agreement signed by both Parties. Any request made to City by Contractor for approval of an assignment or transfer of this Agreement shall be accompanied by a non-refundable deposit in the amount of Fifty Thousand Dollars (\$50,000) to cover City's costs, including attorneys' fees, in evaluating the proposed assignee or transferee and the potential benefit or detriment to City of the proposed assignment or transfer. In addition, the Solid Waste Management Services called for in this Agreement, as opposed to the ancillary services such as oil spill clean-up, shall not be subcontracted for by Contractor without the City's prior written approval.

17.8.1. The sale, transfer, assignment, or hypothecation of a majority ownership interest in Contractor to an Affiliated Company shall not be deemed an assignment within the meaning of this Section.

17.8.2. However, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten percent (10%) or more of the local, regional, and/or corporate assets, stock, or ownership of Contractor to a Person (other than a transfer of shares in Contractor by the owner of such shares to a revocable trust for the benefit of his or her family or to another owner of shares in Contractor); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of fifty percent (50%) or more of the value or voting rights in the local, regional, and/or corporate stock of Contractor; (iv) divestiture of an Affiliated Company used by Contractor to fulfill its obligations under this Agreement; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of Contractor.

17.8.3. Any dispute between the City and the Contractor with respect to a determination of whether a sale, transfer, assignment, subcontracting, or hypothecation of a number of shares or other units of ownership in Contractor has occurred or will occur shall be subject to referee pursuant to Code of Civil Procedure Section 638, et seq. with the presiding judge of the Alameda County Superior Court.



17.9. Subcontracting. Contractor shall not engage any subcontractors for Collection of Solid Waste, Recyclable Materials, or Organic Waste without the prior written consent of the City. Contractor's use of Subcontractor(s) does not in any way limit the Contractor's obligations under this Agreement. The City reserves the right to require Contractor to replace a Subcontractor in the event of a regulatory or criminal judgment against a Subcontractor and a legal judgment against a Subcontractor that is related to performance under this Agreement.

17.10. Binding Arbitration.

17.10.1. Upon the request by written notice of Contractor or City, unresolved disputes relating respectively to events of default, the City's right to terminate the Agreement, excuse from performance, assurance of performance and liquidated damages, shall be limited to arbitration as described herein. A party to this Agreement alleging a breach of a provision subject to arbitration may initiate arbitration by giving the other party a written arbitration demand notice. The parties shall jointly select a single arbitrator who is knowledgeable of the general subject matter. If the parties are unable to agree upon an arbitrator within thirty (30) Business Days of the arbitration demand notice, the party alleging a breach shall request from the American Arbitration Association a list of five (5) arbitrators who conduct arbitrations in the greater Bay Area. The parties shall alternately strike names from the list until one name remains. The arbitrator whose name remains shall be appointed as the arbitrator.

17.10.2. The arbitration of this dispute shall commence no later than ninety (90) days after the appointment of the arbitrator and shall be conducted in Alameda County, according to the commercial arbitration rules of the American Arbitration Association, or as stipulated by the parties. To the extent arbitration follows and relates to a decision by City Council to terminate the Agreement, the parties agree that the review shall be de novo, discovery may be conducted and new evidence may be presented and the traditional rules governing breach of contract claims shall apply. The arbitrator shall set the time and other limits for the presentation of each party's case, memoranda, and other submissions, and shall issue a written decision supported by law and substantial evidence as promptly as circumstances demand and permit. The arbitrator shall have no authority in excess of the authority of a court having jurisdiction over the matter. Additionally, the arbitrator shall not alter, revoke, or suspend any provision, term, or condition of this Agreement. The arbitration award shall be binding and deemed enforceable in any court of competent jurisdiction. Each party acknowledges that it is giving up judicial rights to a jury trial, discovery, and most grounds for appeal under this section.

17.10.3. The cost of arbitration incurred pursuant to this Section shall be borne equally by the parties.

17.11. Compliance with Applicable Law. Contractor agrees that it will comply with all provisions of the Applicable Law, including City's business license ordinance,



and will obtain all licenses and permits, and pay all taxes and fees, required under the Applicable Law.

17.12. Notices. All notices, demands, requests, consents, or other communications which this Agreement contemplates, authorizes, requires or permits either Party to give to the other, shall be in writing and shall be personally delivered; or sent by overnight mail, delivery service, or registered or certified mail, postage prepaid, return receipt requested; all addressed to the respective Party as follows:

To City:	City of Albany 1000 San Pablo Avenue Albany, CA 94706 Attn: City Manager
Copy to:	Best Best & Krieger LLP 1333 N. California Blvd., Suite 220 Walnut Creek, CA 94596 Attn: Malathy Subramanian
To Contractor:	Waste Management of Alameda County, Inc. 1333 E. Turner Rd. Lodi, CA 95241 Attn: President
Copy to:	Waste Management 222 S. Mill Avenue, Suite 301 Tempe, AZ 85281 Attn: Senior Legal Counsel

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section. Such notice shall be deemed effective on the date personally served or, if mailed, three (3) days from the date such notice is deposited in the mail.

17.13. Savings Clause and Entirety. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement.

17.14. Attorney's Fees. In the event of any claim or action or proceeding brought by either Party against the other under or in connection with the subject matter of this Agreement, the prevailing Party shall be entitled to recover from the losing Party as part of the judgment in such action all reasonable costs, expenses, and attorneys' fees, including those costs, expenses and attorneys' fees incurred in



defending any counterclaim or cross-complaint brought in such action and incurred in any appeals, all in such amount as the court shall judge reasonable.

- 17.15. Entire Agreement. Commencing on the Effective Date, this Agreement supersedes any previous agreements either oral or written by the Parties and represents the entire understanding between the Parties; provided, however, that this Agreement shall not relieve either Party of any financial obligations that may have existed under the former franchise agreement.
- 17.16. Changes in Law. In the event that new or amended local, state or federal laws or regulations are enacted after the Effective Date, or if existing laws or regulations are challenged and overturned, and such has the effect of materially altering the terms of this Agreement or preventing or precluding compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended by the mutual agreement of the Parties as may be necessary to comply with such new or amended local, state or federal laws or regulations. The City and the Contractor shall enter into good faith negotiations regarding such an amendment of this Agreement that reflects the extent to which the provisions hereof have been so modified or suspended and shall also modify Contractor's compensation pursuant to Section 8.4.
- 17.17. Transition. In the event Contractor is not awarded an agreement to continue to provide Solid Waste Management Services following the expiration or early termination of this Agreement, Contractor shall cooperate fully with City and any subsequent contractors to assure a smooth transition of services as described in this Agreement. Such cooperation shall include but not be limited to: providing routing information, route maps, vehicle fleet information, and list of Customers (which identify routes, service levels, scheduled collection days, and any special collection notes), account and billing information; providing a complete inventory of all Containers; providing adequate labor and equipment to complete performance of all Solid Waste Management Services required under this Agreement; and providing other reports and data required by this Agreement.
- 17.18. City Free to Negotiate with Third Parties. The City may investigate all options for Collection services that will be scheduled to commence after the expiration of the Term or earlier termination of this Agreement. Without limiting the generality of the foregoing, the City may solicit proposals from Contractor and from third parties for the provision of Collection of Solid Waste, Recyclable Materials, and Organic Waste, and any combination thereof. The City may negotiate and execute agreements for such services that will take effect upon the expiration of earlier termination of this Agreement.

[Signatures on following page]



**SIGNATURE PAGE
TO
COLLECTION SERVICE AGREEMENT**

City and Contractor have signed this Agreement as of the Effective Date.

City:

Contractor:

CITY OF ALBANY, a California municipal corporation

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC., a California corporation

By: _____
Nicole Almaguer
City Manager

By: _____
Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



EXHIBIT A

SCOPE OF SERVICES

Contractor acknowledges that the City is committed to diverting materials from Disposal through the implementation of source reduction, reuse, Recycling and Composting programs and that the City may at some time in the future implement, in accordance with Section 6.4, new programs that may impact the overall quantity or composition of Solid Waste to be Collected by Contractor.

1. **Residential Single-Family Dwelling (SFD) Premises**

A. General: Contractor shall provide collection, transportation, and disposal services to all Residential SFD Premises one time per week. These services shall consist of collecting, transporting, and disposing of Solid Waste, Recyclable Materials, and Organic Waste. Contractor shall provide each Residential SFD Premises with Carts to contain each type of waste, and Contractor shall also collect items/bags that a Customer has affixed a Customer-provided Tag-it Tag to. Carts shall vary in size and established rates shall be based upon Cart size. Cart sizes shall be 20 gallon, 32 gallon, 64 gallon and 96 gallon. 10 gallon inserts for Solid Waste shall be provided only to those Service Recipients subscribed to that service level as of the Commencement Date, and only through April 30, 2025, after which time they will be automatically subscribed to the 20 gallon Solid Waste service level. Exhibit B identifies rates for each Cart size. Contractor may assess a Contamination Fee and Extra Pick-up Fee as set forth in Exhibit B for Organics or Recyclables Containers that are contaminated with Solid Waste, Exempt Waste or any material not constituting Organic Waste or Recyclables, as applicable, and dispose of same as Solid Waste. Contractor may assess a Non-Recycling Fee as set forth in Exhibit B for Solid Waste Containers that contain Recyclables or Organics. Contractor may assess a Contamination Fee and Extra Pick-up Fee as set forth in Exhibit B for Solid Waste Containers that are contaminated with Exempt Waste. Contractor shall Collect Carts and items/bags affixed with Tag-it Tags from the Curb or an alternative service location (such as the porch, side yard, or backyard) if the occupant is physically unable to place the Container Curbside and is eligible for such service at no additional charge, or if the occupant is willing to pay an additional charge set by the City for such service. Contractor may implement reasonable restrictions on such service regarding health and safety of employees.

B. Extra Containers. Contractor shall provide SFD Residential Customers with additional Containers as requested by the Customer. Contractor shall be compensated for this service in accordance with the Solid Waste, Recyclables and Organic Waste Cart rates in Exhibit B (Rates).

C. Household Battery and Cell Phone Collection. Contractor shall Collect household batteries and cell phones that are contained in a Customer-provided sealed heavy duty plastic bag and placed on the top of the Recycling Cart as part of SFD Recyclable Materials Collection services. Batteries and Cell Phones shall be placed in separate bags.



D. Compact Fluorescent Light (CFL) Collection. Contractor shall Collect CFLs that are contained in a special Vapor Lok foil bag provided by Contractor or City and placed on the top of the Recycling Cart as part of SFD Recyclable Materials Collection service. Contractor shall make provision for Customers to request Vapor Lok foil bags by phone or electronically through Contractor's website. Contractor shall also provide Vapor Lok foil bags to City for distribution at City offices.

2. Residential Multi-Family (MFD) Premises

A. General: Contractor shall provide collection, transportation, and disposal services to all Residential MFD Premises Monday - Friday as scheduled by Customer, but not less than one time per week. Contractor shall Collect Solid Waste from Carts and Bins at a location selected by the Customer and approved by the City. Contractor shall allow the owner or manager of each MFD Premises to select a Collection service methodology that best suits the needs of its Premises. Specifically, the Contractor shall offer the following Collection service methodologies to MFD Customers:

i. Individual Cart Service. Contractor shall allow each owner or occupant of a MFD unit to subscribe to Collection services. In such cases, Contractor shall provide Solid Waste Collection using the same Containers described in Section 5 of this Exhibit.

ii. Centralized Bin or Cart Service. Contractor shall allow owners or occupants of MFD units at one (1) Premises to share Carts or Bins for Solid Waste Collection. In such cases, Contractor shall provide one (1) or more Carts or Bins as requested by Customer(s) provided that no less than 96 gallons (or similar sizes) of Container capacity is provided for every four (4) units. Contractor shall provide each Customer with a choice of one (1) or more Carts with capacities ranging from 32 to 96 gallons (or similar sizes) or Bins with capacity ranging from 1 to 8 cubic yards (or similar sizes).

B. Recyclable Materials. Contractor shall work closely with the property manager(s) and/or owner(s) of MFD Premises in the City with one hundred (100) or more units to develop a Recyclable Materials Collection program that is tailored to meet the specific needs of these large MFD complexes. To improve the programs at these MFDs the Contractor shall provide more frequent Collection service (up to five (5) days per week), compactors for ongoing use at the MFD Premises to densify the Recyclable Materials, or other equipment or services as needed.

i. Containers for In-Apartment Use. If the City acquires small Recyclable Materials Containers for in-apartment use, the Contractor may assist the City in making the Containers available to all MFD properties in a manner to be mutually agreed upon. Occupants of the MFDs shall be responsible for delivering the Recyclable Materials placed in the small, in-apartment use Containers to a Recyclable Materials Cart, Bin, or Roll-off Box serviced by the Contractor.

3. Commercial Premises

A. General: Contractor shall provide collection, transportation, and disposal



services to all Commercial Premises as frequently as scheduled by the Customer, but not less than a minimum of one time per week. Containers may be Carts, Bins, or Roll-Off Boxes. Established rates shall be based upon Container size and frequency of pick-up. Exhibit B identifies maximum rates for each Container size and frequency of pick-up. Contractor may assess a Contamination Fee as set forth in Exhibit B for Solid Waste Containers that contain Recyclables or Organics. Contractor may assess a Contamination Fee and Extra Pick-up Fee as set forth in Exhibit B for Solid Waste Containers that are contaminated.

Contractor shall Collect Solid Waste, Recyclable Materials, and Organic Waste from Containers at a location selected by the Customer that allow for the Containers to be safely collected by the Contractor. Contractor shall allow each Commercial Customer to select a Collection service methodology that best suits the needs of its Premises. Specifically, the Contractor shall offer the following Collection service methodologies to Commercial Customers:

i. Individual Cart Service. Contractor shall allow each Commercial Premises to use Carts or Bins for Collection. Contractor shall provide each Customer with a choice of one (1) or more Carts with capacities ranging from 32 to 96 gallons (or similar sizes) or Bins with capacity ranging from 1 to 8 cubic yards (or similar sizes).

ii. Centralized Bin or Cart Service. Contractor shall allow each Commercial Premises to use Carts or Bins for Collection that are shared by the Occupants of two (2) or more adjacent Commercial Premises provided that the Owner or Occupant of one (1) of the Commercial Premises sharing services takes sole responsibility for paying the Contractor for services. In such case, Contractor shall provide one (1) or more Carts or Bins as requested by Customer(s) provided that no less than 96 gallons (or similar sizes) of Container capacity is provided for every four (4) Commercial Premises. Contractor shall provide each Customer with a choice of one (1) or more Carts with capacities ranging from 32 to 96 gallons (or similar sizes) or Bins with capacity ranging from 1 to 8 cubic yards (or similar sizes).

iii. Roll-off Boxes and Compactors. Contractor shall allow a Commercial Customer to use a Roll-off Box or Compactor for Collection to meet the Customer's needs. In such cases, Contractor shall provide Customer with a choice of Container capacities ranging from 10 to 50 cubic yards. Contractor shall offer Customers the option to purchase or lease Compactors through either the Contractor or an outside vendor.

B. Recyclable Materials: Contractor shall work with Commercial Customers on Solano and San Pablo Avenues to improve the Recyclable Materials and Organic Waste Collection programs. On the second anniversary of the Commencement Date of this Agreement, Contractor shall have made reasonable efforts to increase the volume of Recyclable Materials and Organic Waste Collection services provided to these businesses by servicing more or larger Containers or providing more frequent Collection of materials.

4. Special Services: Special pickups for unrouted or unscheduled service shall be



available for all Customers subscribing to Bin service. Exhibit B identifies rates for special pickups.

5. Containers: The Contractor shall be responsible for the purchase and distribution of all Containers required under this Agreement. Containers used under the previous agreement with the City may continue to be used. City shall review and approve the color and design of newly purchased Containers. Notwithstanding anything in this Agreement to the contrary, Contractor shall ensure that all Containers comply with Applicable Law. Any costs to modify or replace Containers shall be Contractor's sole responsibility without any adjustment in the maximum rates. Containers shall be designed and constructed to be watertight and prevent the leakage of materials. All Containers shall prominently display the name and telephone number of the contractor and be labeled in accordance with Applicable Law.

All Carts purchased as part of this Agreement shall be manufactured by injection or rotational molding methods and shall be of a standard this is greater or equal to that of Carts currently in use. The useful life of Containers provided to Customers shall be equal to or longer than the initial Term of the Agreement. Containers shall be depreciated over ten (10) years.

All Containers shall be maintained in a safe, serviceable, and functional condition. Contractor's employees shall take care to prevent damage to Containers by unnecessary rough treatment. Any Container damaged by the Contractor shall be replaced by the Contractor, at its expense, within five (5) Work Days at no cost or inconvenience to the Customer.

Upon notification to the Contractor by a Customer that a Container has been stolen, or damaged beyond repair the Contractor shall deliver a replacement to such Customer within ten (10) Work Days. Contractor shall replace Customer Carts that have been stolen or damaged once per year during the Agreement at no additional cost. Additional Cart replacements may be billed to the Customer. Contractor may bill Customers for all Bin replacements unless damage is caused by Contractor.

Contractor shall allow Customer to exchange Containers for a Container of a different size at no additional cost once per year during this Agreement. Contractor shall charge Customers for additional Cart replacements or exchanges at City-approved rates. The Contractor shall maintain records documenting all Container replacements occurring on a monthly basis.

Contractor shall be responsible for repair of Containers, including, but not be limited to, hinged lids, wheels, and axles. Within ten (10) Work Days of notification by the City or a Customer of the need for such repairs, the Contractor shall repair the Container or if necessary, remove the Container for repairs and deliver a replacement Container to the Customer. Contractor shall steam clean and repaint all Containers, except Carts, as needed to present a clean appearance; customers will be responsible for the cost of such cleaning. Contractor shall provide City with a list of Containers and the date each Container was painted and maintained. Customers using Carts shall be responsible for cleaning such Carts. If any Container is impacted by graffiti, Contractor shall remedy



the situation within ten (10) Work Days; Customers will be responsible for the cost.

Upon notification to the Contractor by the City or a Customer that a change in the size of a Container is required, the Contractor shall deliver such Container to such Customer within ten (10) Work Days.

During and after this Agreement, Contractor shall own all Containers put into service under this Agreement.

7. Overage Bags. Contractor shall make Tag-It Tags and Paper Garden Bags readily available to SFD Residential Customers for a fee as outlined in Exhibit B, through the mail, and at Contractor's office at 172 98th Avenue, Oakland, CA 94603. Contractor shall maintain a sufficient inventory of Tag-It Tags and Paper Garden Bags to accommodate Customers' needs. Collection of Bag-It Bags and Paper Garden Bags shall occur at no additional charge to the City or the Customer. Customers may also purchase paper garden bags from other vendors for collection by the Contractor at no charge provided they are used for the intended purpose of yard leaves and acceptable yard waste.

8. Construction and Demolition (C&D) Debris Collection. Contractor shall collect C&D from Residential and Commercial Customers and shall deliver such C&D to the Transfer Station or other approved Processing Site. Contractor shall track the C&D Tonnage Collected and delivered to the Transfer Station and provide supporting documentation (in the form of weight tickets) if requested by the City.

9. Recycling Coordinator: The Contractor shall provide one (1) FTE position (which may be 1 person 100% dedicated to working with the City or 2 people working 50% dedicated to working with the City and 50% to working with another jurisdiction) dedicated to working with the City as a Recycling Coordinator. This position shall not be filled by an internship and shall not serve as regular support for other internal or administrative functions on behalf of the Contractor, with the exception of contract management support for the City. The duties of the Recycling Coordinator shall include the following:

A. Work in cooperation with the City to target diversion opportunities for Commercial and MFD customers.

B. Provision of kitchen compost pails to residents for pick-up at City Hall no more than twice annually.

C. **Follow-up for Container Contamination and Overages.** Recycling Coordinator shall follow up monthly with 25% of the Commercial/MFD customers who have received contamination notices to educate them on proper sorting, in order to minimize container contamination. Recycling Coordinator or other Contractor staff shall also follow-up monthly with 25% of Commercial/MFD customers who have received overage notices to educate them on proper sorting and/or discuss how they can right-size their service or better divert waste.

D. **Outreach and Education.** The Recycling Coordinator shall: provide



Outreach and Education to MFD/Commercial properties, and the City as needed; and serve as the liaison between the CITY and community groups.

1. **Public Events.** Upon request by the City, the Recycling Coordinator shall attend local public events and distribute promotional and educational materials, up to six (6) events per calendar year, dates to be mutually agreed upon. The Recycling Coordinator shall also, as needed and as directed by City staff, provide technical assistance to large events and venues (as defined by SB 1383), including support with pre-event waste management plans or identifying opportunities for waste diversion. This does not require the Contractor to provide day-of collection services for any events.

2. **Compost Giveaways.** The Recycling Coordinator or other qualified employee shall attend Compost Giveaway events coordinated by the Contractor, in order to provide support for waiver collection.

3. **Site Visits to Commercial and MFD Customers.** The Recycling Coordinator shall contact MFD and Commercial property managers/owners to provide free consultations or site visits to identify service needs, provide service setup support, right-size service, educate on compliance with state and regional waste & recycling laws (including SB 1383, AB 1826, and AB 341), and sorting education for employees and tenants. Contractor shall also provide signs and labels for Collection Containers including bins and carts. Generic Cart or bin labels provided by Contractor are not subject to approval by the City and not paid for from the public education budget. Cart or bin labels customized by City are subject to City approval and paid for from the public education budget. Contractor shall also provide signage and labels for internal containers at businesses and MFD common areas (materials paid for from the public education budget). Additionally, as federal, state, and local solid waste laws evolve, upon mutual agreement, the Recycling Coordinator may provide support to the City for implementation, specifically in the form of education and outreach and technical assistance to Commercial/MFD sectors for any newly enacted legislation.

5. **Commercial Compliance.** As part of site visits described above, the Recycling Coordinator shall educate businesses on the mandatory SB 1383 requirements that apply to them and options for compliance. If noncompliance is identified, the Recycling Coordinator shall provide relevant education and notify the City for follow-up and monitoring. This shall include support for the City's forthcoming reusable foodware ordinance, future implementation of SB 54, and clarifying which compostable/recyclable foodware materials are accepted by Contractor for recycling or organic waste processing.

E. **Edible Food Recovery.** The Recycling Coordinator may assist the City in



identifying all Commercial Edible Food Generators (EFGs) within the City by providing a customer list. The Recycling Coordinator may assist the City by providing annual notifications during site visits to Commercial customers regarding the City's Edible Food Recovery programs, options for Edible Food Recovery in the City, and Commercial EFGs (as defined by SB 1383) responsibilities.

F. **City Staff and Facilities.** The Recycling Coordinator shall conduct annual trainings for City Staff located at City facilities, on proper sorting for waste diversion.

G. **City Waste Diversion.** In the event that the City adopts a policy or strategy to encourage or require waste diversion, the Recycling Coordinator or other Contractor Personnel may assist the City with implementing the policy or strategy. This may include analyzing service levels or contamination notice records, keeping record of and communicating to City any violations of the policy or strategy, and supporting education and outreach related to the policy or strategy. Depending on the City policy, there may be additional costs to the City, to be mutually agreed upon.

10. **Compost Giveaways.** The Contractor shall provide Compost Giveaway events to residents, up to two (2) events per year, up to one hundred (100) cubic yards per year, at no additional cost to the City. If the 100 cubic yards are not fully utilized, the remainder shall not carry over to the following year. In addition, Contractor shall also provide delivery of up to two hundred (200) cubic yards of compost per year to a City-operated Compost Hub within City limits. Deliveries to the Compost Hub shall be in bulk quantities of twenty (20) cubic yards. Contractor shall work with the City to determine the dates and location(s) of the Compost Giveaway events. The compost bags and quantities for calendar year 2024 shall be prorated. The compost provided by the Contractor to the City and its residents shall be compliant with the requirements of SB 1383 so as to count towards its annual procurement target of recovered organic waste products.

11. **Provision of Emergency Services.** Contractor shall provide emergency services at the City's request in the event of major accidents, disruptions, or natural calamities. Emergency services may include, but are not limited to, assistance handling salvaged materials, Processing, Composting, or Recycling materials, or disposing Solid Waste following a major accident, disruption, or natural calamity. Contractor shall be capable of providing these emergency services within twenty-four (24) hours of notification by the City or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services, which exceed the Contractor's obligations, shall be compensated in accordance with Section 8.4 If Contractor cannot provide the requested emergency services, the City shall have the right to provide such services itself or through another contractor, but only regarding emergency services Contractor is not able to provide.

12. **SB 1383 Regulations:** It is the City's intent that the City will take primary responsibility for compliance with the requirements of SB 1383. City anticipates that Contractor will be required to assist the City with specific aspects of compliance with SB 1383, as identified in the Agreement. Below is a summary of specific areas identified in the Agreement in which the City is requiring or may require Contractor assistance. All



sections herein refer to Title 14 of the CCR, unless otherwise specified. The SB 1383 requirements are summarized below. City and Contractor shall refer to the specific text of the CCR sections and any Applicable Law to satisfy specific SB 1383 requirements.

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
1.	Commencing January 1, 2025, provide Collection Containers to generators that comply with color requirements when replacing containers or by January 1, 2036, whichever comes first (§18984.7)		Contractor to provide Containers that comply with SB 1383 requirements when replacing Containers or by January 1, 2036. Container colors shall be as such: green lids for Organic Containers; blue lids for Recyclable Containers; grey lids for Solid Waste Containers
2.	Commencing January 1, 2025, place and maintain SB 1383-compliant labels on all new Containers or lids (§19894.8)	City to approve Container labels (See Section 9.D.3).	Contractor to place and maintain City-approved labels on all new Containers or lids.
3.	Commencing May 1, 2024, conduct route reviews of randomly selected containers for contaminants as directed by City (§18984.5) “Route review(s)” means a visual inspection of containers along a hauler route for the purpose of determining contamination, and may include mechanical methods such as the use of cameras (§18982)		Contractor to conduct route reviews using Smart Truck capability and report to City on compliance levels.



Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
4.	Commencing May 1, 2024, if contamination is found during route reviews required under §18984.5(b), notify generator of recycling requirements (§18984.5(b))		Contractor to assist City staff by notifying noncompliant generators with a notice approved by City. Standard templated notices are part of the WM SmartTruck SM program are in English and are prepared at no additional charge. If City requires customization or translations, then that will be paid for from the public education budget.
5.	Commencing May 1, 2024, annually provide edible food generators with information about the edible food recovery program, generator requirements, and food recovery organizations (§18985.2(b))	City to develop Edible Food recovery education content to be mailed by Contractor to commercial customers, paid for from the public education budget.	Contractor to annually mail Edible Food recovery education materials approved by City to Commercial Customers that are Edible Food generators, as identified by City.
9.	Commencing May 1, 2024, implement annual inspection and compliance program for organic waste generators, edible food generators, and edible food recovery organizations (§18995.1)	City to take lead on inspection and compliance efforts.	Contractor to issue and report on issuance of Non-Collection Notices, contamination surcharges, and/or other related compliance notices (should the incident occur after May 1, 2024)



Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
10.	Commencing May 1, 2024, investigate and maintain records of all complaints received (§18995.3)	City to investigate SB 1383-related complaints received by Contractor	Contractor to maintain record of complaints and report to City complaints received in quarterly reports
11.	Commencing May 1, 2024, take enforcement actions, including issuing notices of violations (§18995.4); Impose penalties on non-compliant entities (§18997.2)	City to coordinate enforcement actions	Contractor to issue violation notices, contamination surcharges, and/or other related compliance notices (should the incident occur after May 1, 2024), maintain records, and report quarterly to City on violation notices and/or other related compliance notices
12.	By July 1, 2024, and annually thereafter, provide generators with information on properly separating materials, organic waste prevention, on-site recycling, methane reduction benefits, how to recycle organic waste, a list of approved haulers, and information related to food recovery (§18985.1(a))	City to review and approve public outreach materials for Customers	Contractor to distribute annually approved public education materials to all Customers, including Single-Family, Multi-Family, and Commercial Customers Such materials may be distributed through print or electronic media
13.	Commencing May 1, 2024 and consistent with Government Code section 7295, educational materials shall be translated into any non-English language spoken by a substantial number of the public provided services. (§18985.1(e))	City to review and approve public outreach materials to be translated for Customers, if applicable	Contractor to distribute approved public education materials to Customers (paid for from the public education budget)



Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
14.	Commencing August 1, 2024, submit an annual report relative to compliance with SB 1383 (§18994.2)	City to compile and submit relevant documentation for initial compliance report and annual report	Contractor to assist City in compiling relevant documentation for initial compliance report and annual report
15.	Maintain all implementation records in a central location (physical or electronic) that can be made available to or accessed by CalRecycle within ten business days (18995.2(f))	City to maintain all implementation records	Contractor to maintain applicable records generated or retained by Contractor, to allow City access to applicable implementation documentation in less than ten business days



EXHIBIT B RATES

City of Albany
Residential Rates
Single Family Dwellings (1 to 4 Units)
Effective: 5/1/24

Trash Rates

	*Monthly Rates	Low Income Discount	Low Income
20 Gal Cart	\$57.08	\$14.27	25%
32 Gal Cart	\$63.91	\$15.98	25%
64 Gal Cart	\$110.46	\$27.62	25%
96 Gal Cart	\$156.98	\$39.25	25%

*Bundle rate, each MSW cart includes one recycle and one organic cart

Extra Pick Up - Trash, Recycle or Organic (On regular route day)

	Rate
20 Gal Cart	\$14.27
32 Gal Cart	\$15.98
64 Gal Cart	\$27.62
96 Gal Cart	\$39.25

Extra Pick Up - Trash, Recycle or Organic (Not on regular route day)

	Rate
20 Gal Cart	\$28.54
32 Gal Cart	\$31.96
64 Gal Cart	\$55.23
96 Gal Cart	\$78.49

	*Monthly Rates	Low Income Discount	Low Income
10 Gal Cart	\$28.56	\$7.14	25%

*Bundle rate, each MSW cart includes one recycle and one organic cart

Ancillary	Rate	Freq/Unit	Description
SFD ONLY - Residential Bulky	\$0.00	2 on-call per year	Customer may schedule up to 2 bulky per year
Excess of bulky (overage)	\$82.88	per cubic yard	Bulky overage.
Additional on-call bulky goods collection curbside, Trip charge	\$342.58	per occurrence	Additional Trips - 3rd or more Bulky pickup (disposal charge below)
Additional on-call bulky goods collection curbside disposal	\$82.88	per cubic yard	Bulky Disposal charge.
Backyard Service	\$23.13	per month	Driver gets out of truck to push and pull residential carts
Additional Recycling/Organic Carts	\$11.33	per month	2nd or more recycling or organic carts
Overage MSW, Recycling, and organic carts	\$12.00	per occurrence	MSW, recycling, and organic cart overages. Charge per container per incident.
Contamination Recycling and/or Organic cart	\$20.00	per occurrence	Charge per container, per incident
Cart Replacement	\$87.83	per cart	Contractor shall replace Customer Carts that have been stolen or damaged once per year at no additional cost. Contractor shall allow Customer to exchange Containers for a Container of a different size at no additional cost once per year. Contractor shall charge Customers for additional Cart replacements.
Reactivation fee - no container delivery	\$50.00	per occurrence	Bad debt delivery / auto resume charge
Reactivation fee - with cart delivery	\$125.00	per occurrence	Bad debt delivery / auto resume charge
Tag-it Tag for extra trash	\$10.56	per bag	A tag that the customer may purchase to attach to a plastic bag that they supply
Green Waste Paper Garden Bag for extra yard waste	\$2.68	per bag	A paper bag that the customer may purchase for extra yard waste (if mailed, postage

Ancillary fees subject to RRI

Other	Amount	Freq/Unit	Description
Bad/Returned check	\$25.00	per occurrence	Due to insufficient funds/bad check. Not subject to RRI.
Late/Finance fee (on accounts over 45 days past due)	1.5% of balance	per occurrence	Delinquent invoices will result in a monthly late charge of 1.5% of total balance.



City of Albany
Trash Rates
Commercial and Multi-Family Dwellings (5 Units or more)
Effective: 5/1/24

Trash Carts

	\$54.04 Per 32 Gal					
	FREQUENCY					
SIZE	1	2	3	4	5	6
32	\$54.04	\$108.08	\$162.12	\$216.16	\$270.20	\$324.24
64	\$108.08	\$216.16	\$324.24	\$432.32	\$540.40	\$648.48
96	\$162.12	\$324.24	\$486.36	\$648.48	\$810.60	\$972.72

Trash Bins

	\$254.62 Per Yard					
	FREQUENCY					
SIZE	1	2	3	4	5	6
1	\$254.62	\$509.24	\$763.86	\$1,018.48	\$1,273.10	\$1,527.72
1.5	\$381.93	\$763.86	\$1,145.79	\$1,527.72	\$1,909.65	\$2,291.58
2	\$509.24	\$1,018.48	\$1,527.72	\$2,036.96	\$2,546.20	\$3,055.44
3	\$763.86	\$1,527.72	\$2,291.58	\$3,055.44	\$3,819.30	\$4,583.16
4	\$1,018.48	\$2,036.96	\$3,055.44	\$4,073.92	\$5,092.40	\$6,110.88
6	\$1,527.72	\$3,055.44	\$4,583.16	\$6,110.88	\$7,638.60	\$9,166.32
7	\$1,782.34	\$3,564.68	\$5,347.02	\$7,129.36	\$8,911.70	\$10,694.04

Trash Compactors

	\$509.24 Per Yard					
	FREQUENCY					
SIZE	1	2	3	4	5	6
1	\$509.24	\$1,018.48	\$1,527.72	\$2,036.96	\$2,546.20	\$3,055.44
1.5	\$763.86	\$1,527.72	\$2,291.58	\$3,055.44	\$3,819.30	\$4,583.16
2	\$1,018.48	\$2,036.96	\$3,055.44	\$4,073.92	\$5,092.40	\$6,110.88
3	\$1,527.72	\$3,055.44	\$4,583.16	\$6,110.88	\$7,638.60	\$9,166.32
4	\$2,036.96	\$4,073.92	\$6,110.88	\$8,147.84	\$10,184.80	\$12,221.76
6	\$3,055.44	\$6,110.88	\$9,166.32	\$12,221.76	\$15,277.20	\$18,332.64
7	\$3,564.68	\$7,129.36	\$10,694.04	\$14,258.72	\$17,823.40	\$21,388.08

Multiple containers are multiplied by the 1 container rate.

Ancillary	Rate	Freq/Unit	Description
MFD ONLY - Bulky for MFD tenants scheduled by Property Management	\$0.00	2 on-call per year	MFD property owner/manager may schedule up to 2 bulky per year
MFD ONLY - Excess of bulky (overage)	\$82.88	per cubic yard	Bulky overage.
MFD Additional on-call bulky goods collection curbside Trip Charge (disposal additional)	\$342.58	per trip	Additional Trips - 3rd or more Bulky pickup (disposal charge below)
MFD Additional on-call bulky goods collection curbside disposal	\$82.88	per cubic yard	Disposal charge for exceeding allotment
MFD Overage MSW, Recycling, and organic carts	\$12.00	per occurrence	Multifamily cart overages. Charge per container.
MFD Overage MSW, Recycling, and organic bins	\$150.00	per occurrence	Multifamily bin overages. Charge per container.
COM Overage MSW, Recycling, and organic carts	\$25.00	per occurrence	Commercial cart overages. Charge per container.
COM Overage MSW, Recycling, and organic bins	\$150.00	per occurrence	Commercial bin overages. Charge per container.
COM Contractors Job Truck per hour plus disposal	\$342.58	per trip	Base rate for truck to go out for pick-up (disposal rate below is additional)
COM Contractors Job Truck disposal	\$82.88	per cubic yard	Per cubic yard disposal charge.
WM lock	\$54.07	each	Customers may purchase a lock from WM or supply their own; there is no charge to lock/unlock if customer uses a lock from WM
Lock service/Enclosure	\$5.25	per occurrence per month	WM driver must be out of the truck open/unlock and maintain customer or WM owned key
Container Push Pull: 0-10 feet, Total Distance	\$10.54	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 11-20 feet, Total Distance	\$20.97	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 21-30 feet, Total Distance	\$31.49	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 31-40 feet, Total Distance	\$41.72	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Reactivation fee - no container delivery	\$60.00	per occurrence	Bad debt / account resume charge
Reactivation fee - with cart delivery	\$140.00	per occurrence	Bad debt / account resume with cart delivery charge
Reactivation fee - with bin delivery	\$175.00	per occurrence	Bad debt / account resume with bin delivery charge
Cart Replacement	\$87.83	per cart	Contractor shall replace Customer Carts that have been stolen or damaged once per year at no additional cost. Contractor shall allow Customer to exchange Containers for a Container of a different size at no additional cost once per year. Contractor shall charge Customers for additional Cart replacements.
Bin Replacement	\$175.66	per bin	Contractor may bill Customers for bin replacements unless damage is caused by Contractor.
Container Cleaning - Bins	\$202.13	per bin	Customer requests to have bin cleaned

Ancillary fees subject to RRI

Other	Amount	Freq/Unit	Description
Bad/Returned check	\$25.00	per occurrence	Due to insufficient funds/bad check. Not subject to RRI
Late/Finance fee (on accounts over 30 days past due)	1.5% of balance	per occurrence	Delinquent invoices will result in a monthly late charge of 1.5% of total balance.



City of Albany
 Recycle Rates
 Commercial and Multi-Family Dwellings (5 Units or more)

Reycle Carts Effective: 12/1/24

SIZE	FREQUENCY					
	1	2	3	4	5	6
32	\$27.02	\$54.04	\$81.06	\$108.08	\$136.10	\$182.12
64	\$54.04	\$108.08	\$162.12	\$216.16	\$270.20	\$324.24
96	\$81.06	\$162.12	\$243.18	\$324.24	\$406.30	\$488.38

50% of MSW
\$27.02 PER 32 GALLONS

Reycle Bins Effective: 12/1/24

SIZE	FREQUENCY					
	1	2	3	4	5	6
1	\$127.31	\$254.62	\$381.93	\$509.24	\$636.56	\$763.88
1.5	\$190.97	\$381.93	\$572.90	\$763.88	\$954.83	\$1,145.79
2	\$254.62	\$509.24	\$763.88	\$1,018.48	\$1,273.10	\$1,527.72
3	\$381.93	\$763.88	\$1,146.79	\$1,527.72	\$1,908.86	\$2,291.68
4	\$509.24	\$1,018.48	\$1,527.72	\$2,038.96	\$2,548.20	\$3,056.44
6	\$763.88	\$1,527.72	\$2,291.68	\$3,056.44	\$3,818.30	\$4,683.18
7	\$891.17	\$1,782.34	\$2,673.61	\$3,564.88	\$4,456.86	\$5,347.02

\$127.31 PER YARD

Reycle Compactors Effective: 12/1/24

SIZE	FREQUENCY					
	1	2	3	4	5	6
1	\$254.62	\$509.24	\$763.88	\$1,018.48	\$1,273.10	\$1,527.72
1.5	\$381.93	\$763.88	\$1,146.79	\$1,527.72	\$1,908.86	\$2,291.68
2	\$509.24	\$1,018.48	\$1,527.72	\$2,038.96	\$2,548.20	\$3,056.44
3	\$763.88	\$1,527.72	\$2,291.68	\$3,056.44	\$3,818.30	\$4,683.18
4	\$1,018.48	\$2,038.96	\$3,056.44	\$4,073.92	\$5,092.40	\$6,110.88
6	\$1,527.72	\$3,056.44	\$4,683.18	\$6,110.88	\$7,838.80	\$9,598.32
7	\$1,782.34	\$3,564.88	\$5,347.02	\$7,129.36	\$8,911.70	\$10,684.04

\$254.62 PER YARD

Multiple containers are multiplied by the 1 container rate.

Effective 5/1/24:

Ancillary	Rate	Freq/Unit	Description
MFD Overage MSW, Recycling, and organic carts	\$12.00	per occurrence	Multifamily cart overages. Charge per container, per incident.
MFD Overage MSW, Recycling, and organic bins	\$150.00	per occurrence	Multifamily bin overages. Charge per container, per incident.
COM Overage MSW, Recycling, and organic carts	\$25.00	per occurrence	Cart overages. Charge per container, per incident.
COM Overage MSW, Recycling, and organic bins	\$150.00	per occurrence	Bin overages. Charge per container, per incident.
MFD & CM Contamination Recycling carts	\$25.00	per occurrence	Cart contamination. Charge per container, per incident.
MFD & CM Contamination Recycling bins	\$75.00	per occurrence	Bin contamination. Charge per container, per incident.
WM lock	\$54.07	each	Customers may purchase a lock from WM or supply their own; there is no charge to lock/unlock if customer uses a lock from WM
Lock service/Enclosure	\$5.25	per occurrence per month	WM driver must be out of the truck open/unlock and maintain customer or WM owned key
Container Push Pull: 0-10 feet, Total Distance	\$10.54	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 11-20 feet, Total Distance	\$20.97	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 21-30 feet, Total Distance	\$31.49	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 31-40 feet, Total Distance	\$41.72	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Reactivation fee - no container delivery	\$60.00	per occurrence	Bad debt / account resume charge
Reactivation fee - with cart delivery	\$140.00	per occurrence	Bad debt / account resume with cart delivery charge
Reactivation fee - with bin delivery	\$175.00	per occurrence	Bad debt / account resume with bin delivery charge
Cart Replacement	\$87.83	per cart	Contractor shall replace Customer Carts that have been stolen or damaged once per year at no additional cost. Contractor shall allow Customer to exchange Containers for a Container of a different size at no additional cost once per year. Contractor shall charge Customers for additional Cart replacements.
Bin Replacement	\$175.66	per bin	Contractor may bill Customers for bin replacements unless damage is caused by Contractor.
Container Cleaning - Bins	\$202.13	per bin	Customer requests to have bin cleaned

Ancillary fees subject to RRI

Other	Amount	Freq/Unit	Description
Bad/Returned check	\$25.00	per occurrence	Due to insufficient funds/bad check. Not subject to RRI
Late/Finance fee (on accounts over 30 days past due)	1.5% of balance	per occurrence	Delinquent invoices will result in a monthly late charge of 1.5% of total balance.



City of Albany
Organic Rates
Commercial and Multi-Family Dwellings (5 Units or more)
Effective: 6/1/24

Organic Carts	50% of MSW					
	PER 32 GALLONS					
	FREQUENCY					
SIZE	1	2	3	4	5	6
32	\$27.02	\$54.04	\$81.06	\$108.08	\$135.10	\$162.12
64	\$54.04	\$108.08	\$162.12	\$216.16	\$270.20	\$324.24
96	\$81.06	\$162.12	\$243.18	\$324.24	\$405.30	\$486.36

Organic Bins	\$127.31 PER YARD					
	FREQUENCY					
	SIZE	1	2	3	4	5
1	\$127.31	\$254.62	\$381.93	\$509.24	\$636.55	\$763.86
1.5	\$180.97	\$361.93	\$542.90	\$723.88	\$904.83	\$1,146.79
2	\$254.62	\$509.24	\$763.86	\$1,018.48	\$1,273.10	\$1,527.72
3	\$381.93	\$763.86	\$1,145.79	\$1,527.72	\$1,909.86	\$2,291.68
4	\$509.24	\$1,018.48	\$1,527.72	\$2,036.96	\$2,548.20	\$3,056.44
6	\$763.86	\$1,527.72	\$2,291.68	\$3,056.44	\$3,819.30	\$4,583.16
7	\$881.17	\$1,762.34	\$2,643.51	\$3,524.68	\$4,385.86	\$5,247.02

Organic Compactors	\$264.82 PER YARD					
	FREQUENCY					
	SIZE	1	2	3	4	5
1	\$264.82	\$529.64	\$794.46	\$1,059.28	\$1,324.10	\$1,588.92
1.5	\$397.23	\$794.46	\$1,191.69	\$1,588.92	\$1,984.18	\$2,379.45
2	\$529.64	\$1,059.28	\$1,588.92	\$2,117.84	\$2,646.76	\$3,175.68
3	\$794.46	\$1,588.92	\$2,383.38	\$3,177.84	\$3,972.80	\$4,767.72
4	\$1,059.28	\$2,117.84	\$3,177.84	\$4,237.84	\$5,297.84	\$6,357.84
6	\$1,588.92	\$3,177.84	\$4,767.72	\$6,357.60	\$7,947.40	\$9,537.20
7	\$1,853.74	\$3,707.48	\$5,561.22	\$7,414.96	\$9,268.70	\$11,122.44

Multiple containers are multiplied by the 1 container rate.

Ancillary	Rate	Freq/Unit	Description
MFD Overage MSW, Recycling, and organic carts	\$12.00	per occurrence	Multifamily cart overages. Charge per container, per incident.
MFD Overage MSW, Recycling, and organic bins	\$150.00	per occurrence	Multifamily bin overages. Charge per container, per incident.
COM Overage MSW, Recycling, and organic carts	\$25.00	per occurrence	Cart overages. Charge per container, per incident.
COM Overage MSW, Recycling, and organic bins	\$150.00	per occurrence	Bin overages. Charge per container, per incident.
MFD & CM Contamination Organics carts	\$25.00	per occurrence	Cart contamination. Charge per container, per incident.
MFD & CM Contamination Organics bins	\$75.00	per occurrence	Bin contamination. Charge per container, per incident.
WM lock	\$54.07	each	Customers may purchase a lock from WM or supply their own; there is no charge to lock/unlock if customer uses a lock from WM
Lock service/Enclosure	\$5.25	per occurrence per month	WM driver must be out of the truck open/unlock and maintain customer or WM owned key
Container Push Pull: 0-10 feet, Total Distance	\$10.54	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 11-20 feet, Total Distance	\$20.97	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 21-30 feet, Total Distance	\$31.49	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Container Push Pull: 31-40 feet, Total Distance	\$41.72	per bin per service	Driver must be out of truck and maneuver container in order to empty it.
Reactivation fee - no container delivery	\$60.00	per occurrence	Bad debt / account resume charge
Reactivation fee - with cart delivery	\$140.00	per occurrence	Bad debt / account resume with cart delivery charge
Reactivation fee - with bin delivery	\$175.00	per occurrence	Bad debt / account resume with bin delivery charge
Cart Replacement	\$87.83	per cart	Contractor shall replace Customer Carts that have been stolen or damaged once per year at no additional cost. Contractor shall allow Customer to exchange Containers for a Container of a different size at no additional cost once per year. Contractor shall charge Customers for additional Cart replacements.
Bin Replacement	\$175.66	per bin	Contractor may bill Customers for bin replacements unless damage is caused by Contractor.
Container Cleaning - Bins	\$202.13	per bin	Customer requests to have bin cleaned

Ancillary fees subject to RRI

Other	Amount	Freq/Unit	Description
Bad/Returned check	\$25.00	per occurrence	Due to insufficient funds/bad check. Not subject to RRI.
Late Finance fee (on accounts over 30 days past due)	1.5% of balance	per occurrence	Delinquent invoices will result in a monthly late charge of 1.5% of total balance.



City of Albany
ROLL-OFF SERVICES

Effective: 5/1/24

BOX - ALL MATERIALS
 Trash/Recycle/Organics/C&D/Wood/Metal
 Rate per yard \$53.56

Size	Rate
14	\$749.84
20	\$1,071.20
30	\$1,606.80
40	\$2,142.40

COMPACTORS - ALL MATERIALS
 Trash/Recycle/Organics/C&D/Wood/Metal
 Rate per compacted yard \$107.12

SIZE	Rate
6	\$1,499.68
14	\$1,499.68
20	\$2,142.40
30	\$3,213.60
40	\$4,284.80

* For customer owned compactors with sizes not listed here use compacted rate yard times the compactor size

Ancillary Fee	Rate	Frequency	Description
Roll-off Container Delivery	\$121.88	per container	Deliver Roll-off Box to customer
Roll-off Relocation Charge/Trip Charge/Dry Run	\$182.09	per container	Customer requests service but WM is unable to haul or move box to a difference location on the same site
Inactivity Per Day	\$13.27	per day	Customer can have RO boxes 7 days, applies to all materials
Inactivity Per Week	\$66.21	per week	Customer can have RO boxes 7 days, applies to all materials
Safety Lights	\$61.13	per unit	Rolloff container safety flasher
Container cleaning only (Customer owned compactor)	\$249.74	per container	Customer requests container be cleaned
Excessive Net Weight (additional charge)	\$412.56	per container	Rolloff container overfilled past legal truck limit

Ancillary fees subject to RRI

Fee	Amount	Frequency	Description
Bad/Returned check	\$25.00	per occurrence	Due to insufficient funds/bad check. Not subject to RRI.
Late/Finance fee (on accounts over 30 days past due)	1.5% of balance	per occurrence	Delinquent invoices will result in a monthly late charge of 1.5% of total balance.



EXHIBIT C

REFUSE RATE INDEX

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

The expenses of the disposal services for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Exhibit.

The expenses of the disposal services shall be broken down into the following eight (8) cost categories: Labor (Teamsters), Labor (Other), CNG Fuel, Vehicle Replacement, Vehicle Maintenance, Disposal, and All Other. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.

The following indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS), are used to calculate the adjustment for each cost category except Labor (Teamsters), CNG Fuel, and Disposal. The change in each index is calculated in accordance with the terms of the Agreement. In the event any index is discontinued, a successor index shall be selected by mutual agreement of the parties. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

<u>Cost Category</u>	<u>Index</u>
Labor (Teamsters)	Actual values Teamsters Local 70 Union Agreement
Labor (Other)	Series ID: ceu6056210008 Service Producing Industries
CNG Fuel	Schedule G-NGV-1, compiled and published by the Pacific Gas and Electric Co. Analysis and Rate Department and reported monthly in the "Gas Rate Finder" publication (https://www.pge.com/tariffs/GRF.SHTML#GNGV1) reflecting the sum of the customer, procurement, transportation and public purpose program charges.
Vehicle Replacement	Series ID: pcu3362113362111 Truck, bus, car, and other vehicle bodies, for sale separately
Vehicle Maintenance	Series ID: pcu3339243339243 Parts and attachments for industrial work trucks
Disposal	Actual tip fee change at the Transfer Station per the Processing, Transfer and Disposal Agreement
All Other	Series ID: CUURS49BSA0 Consumer Price Index, All Urban Consumers, All Items in San Francisco-Oakland-Hayward, CA

The percentage weight for each cost category is multiplied by the change in each appropriate index, or labor Agreement to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index (see **RRI Example**).



Operating Cost Statement – Description

Labor (Teamsters):	List all salary accounts for Teamster employees. List payroll tax accounts, health and welfare, payroll insurance and pension accounts directly related to the above salary accounts.
Labor (Other):	List all salary accounts for all non-teamster employees. List payroll tax accounts, health and welfare, payroll insurance and pension accounts directly related to the above salary accounts.
CNG Fuel:	List all CNG fuel accounts.
Vehicle Replacement	List all collection and collection related vehicle depreciation accounts. List all vehicle lease or rental accounts related to collection or collection related vehicles.
Vehicle Maintenance:	List all collection or collection related vehicle parts accounts.
Disposal:	List disposal operations costs.
All Other:	List all other expense accounts related to the services provided under this Agreement. This category includes, insurance including general liability, fire, truck damage, and extended coverage; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; non-diesel fuel; office supplies; postage; trade association dues and subscription; advertising; and miscellaneous other expenses.



RRI Example

Item#	Category	Data Source	Percentage Change	Item Weight	Weighted Percentage Change
1a	Labor Teamsters	Teamsters Local 70 Wages Direct Labor (based on CBA)	2.70%	29.64%	0.80%
1b	Labor Teamsters	Teamsters Local 70 H&W Group Insurance (based on CBA)	0.00%	6.52%	0.00%
1c	Labor Teamsters	Teamsters Local 70 Pension/Employee Benefit Cost (based on CBA)	3.40%	6.97%	0.24%
2	Average Hourly Earnings	Series ID: ceu6056210008 Service-Producing Industries	1.50%	5.53%	0.08%
3	CNG Fuel	Series ID: G-NGV1 CNG Fuel - PG&E Comp Schedule	-2.96%	1.63%	-0.05%
4	Vehicle Replacement	Series ID: pcu336211336211 Truck, bus, car and other vehicle bodies, for sale separately	2.85%	6.71%	0.19%
5	Vehicle Maintenance	Series ID: pcu3339243339243 Parts and attachments for industrial work trucks	1.95%	2.49%	0.05%
6	CPI All Items	Series ID: CUURS49BSA0 CPI, All Urban, All Items in San Francisco-Oakland-Hayward, CA	2.51%	9.29%	0.23%
7	Disposal	Disposal rate under the CITY's Disposal Service Agreement	1.15%	31.22%	0.36%
			Total	100.00%	1.90%

In this example, the Refuse Rate Index is 2.00% since the calculation was below the 2% minimum.



EXHIBIT D
CITY SERVICE LOCATIONS

Customer Number	Service Name	Service Code Description	Qty	Size	Freq	UNIT_C	Material Type	Container Type	Service House#	Service Street Name
4318163	ALBANY BART CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		OHLONE CODORNICES CREEK
4318157	ALBANY BART CAN-BUS STOP	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1650	SOLANO AVE
4318166	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	4	GALLON	1-MSW	CAN	1	BUCHANAN ST @ WATERFRONT
4318166	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1	BUCHANAN ST @ WATERFRONT
4318166	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1	BUCHANAN ST @ WATERFRONT
4318162	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		DARTMOUTH TOT LOT
4318162	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		DARTMOUTH TOT LOT
4315440	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	2	32	3	GALLON	1-MSW	CAN	500	MASONIC AVE
4315444	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	700	MASONIC AVE
4315448	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	824	MASONIC AVE
4315449	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	846	MASONIC AVE
4315450	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	850	MASONIC AVE
4315454	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	948	MASONIC AVE
4315458	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1048	MASONIC AVE
4315463	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1108	MASONIC AVE
4315468	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1146	MASONIC AVE
4315504	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		MASONIC AVE & DARTMOUTH
4315502	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	2	32	3	GALLON	1-MSW	CAN		MASONIC AVE & MARIN
4318149	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN		OHLONE @ BRIGHTON
4318149	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN		OHLONE @ BRIGHTON
4318161	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		OHLONE @ DARTMOUTH
4318161	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		OHLONE @ DARTMOUTH
4318160	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		OHLONE @ MARIN
4318160	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		OHLONE @ MARIN
4318159	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		OHLONE @ PORTLAND
4318159	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		OHLONE @ PORTLAND



Customer Number	Service Name	Service Code Description	Qty	Size	Freq	UNIT_C	Material Type	Container Type	Service House#	Service Street Name
4318158	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		OHLONE @ SOLANO (NEW PLAZA)
4318158	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		OHLONE @ SOLANO (NEW PLAZA)
4315441	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	540	SAN PABLO AVE
4315441	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	540	SAN PABLO AVE
4315442	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	601	SAN PABLO AVE
4315442	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	601	SAN PABLO AVE
4315443	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	666	SAN PABLO AVE
4315443	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	666	SAN PABLO AVE
4319392	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	701	SAN PABLO AVE
4319392	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	701	SAN PABLO AVE
4315445	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	705	SAN PABLO AVE
4315446	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	752	SAN PABLO AVE
4315446	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	752	SAN PABLO AVE
4315447	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	759	SAN PABLO AVE
4315447	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	759	SAN PABLO AVE
4315439	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	2	32	4	GALLON	1-MSW	CAN	862	SAN PABLO AVE
4315451	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	4	GALLON	1-MSW	CAN	903	SAN PABLO AVE
4315452	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	4	GALLON	1-MSW	CAN	904	SAN PABLO AVE
4319391	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	905	SAN PABLO AVE
4319391	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	905	SAN PABLO AVE
4315453	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	938	SAN PABLO AVE
4319396	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	940	SAN PABLO AVE
4319396	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	940	SAN PABLO AVE
4319395	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	964	SAN PABLO AVE
4319395	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	964	SAN PABLO AVE
4315455	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	969	SAN PABLO AVE
4315455	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	969	SAN PABLO AVE
4315456	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	972	SAN PABLO AVE
4319394	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1000	SAN PABLO AVE



Customer Number	Service Name	Service Code Description	Qty	Size	Freq	UNIT_C	Material Type	Container Type	Service House#	Service Street Name
4319394	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1000	SAN PABLO AVE
4319390	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1001	SAN PABLO AVE
4319390	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1001	SAN PABLO AVE
4319393	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1002	SAN PABLO AVE
4319393	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1002	SAN PABLO AVE
4315457	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1019	SAN PABLO AVE
4318165	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1051	SAN PABLO AVE
4318165	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1051	SAN PABLO AVE
4315459	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1070	SAN PABLO AVE
4318164	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1107	SAN PABLO AVE
4318164	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1107	SAN PABLO AVE
4315503	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN		SAN PABLO AVE & MARIN
4318148	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1021	SOLANO AVE
4318148	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1021	SOLANO AVE
4315460	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1100	SOLANO AVE
4315461	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1102	SOLANO AVE
4315462	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1105	SOLANO AVE
4315462	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	4	GALLON	1-MSW	CAN	1105	SOLANO AVE
4315464	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1110	SOLANO AVE
4318146	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1116	SOLANO AVE
4318146	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1116	SOLANO AVE
4315465	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1120	SOLANO AVE
4315466	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1121	SOLANO AVE
4315467	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1131	SOLANO AVE
4315469	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1152	SOLANO AVE
4315469	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	4	GALLON	1-MSW	CAN	1152	SOLANO AVE
4315470	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1158	SOLANO AVE
4318150	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1160	SOLANO AVE
4318150	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1160	SOLANO AVE
4315471	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1178	SOLANO AVE



Customer Number	Service Name	Service Code Description	Qty	Size	Freq	UNIT_C	Material Type	Container Type	Service House#	Service Street Name
4318152	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1182	SOLANO AVE
4318152	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1182	SOLANO AVE
4315472	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1191	SOLANO AVE
4315472	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	4	GALLON	1-MSW	CAN	1191	SOLANO AVE
4315473	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1201	SOLANO AVE
4318147	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1205	SOLANO AVE
4318147	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	4	GALLON	1-MSW	CAN	1205	SOLANO AVE
4315474	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1216	SOLANO AVE
4315475	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1219	SOLANO AVE
4315477	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1225	SOLANO AVE
4315478	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1234	SOLANO AVE
4315479	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1235	SOLANO AVE
4318153	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1240	SOLANO AVE
4318153	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1240	SOLANO AVE
4315480	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1241	SOLANO AVE
4315481	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1242	SOLANO AVE
4318156	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1251	SOLANO AVE
4318156	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1251	SOLANO AVE
4315482	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1272	SOLANO AVE
4315483	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1275	SOLANO AVE
4318154	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1286	SOLANO AVE
4318154	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1286	SOLANO AVE
4315484	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1300	SOLANO AVE
4315485	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1313	SOLANO AVE
4315486	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1320	SOLANO AVE
4315487	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1322	SOLANO AVE
4315488	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1322	SOLANO AVE
4318155	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1380	SOLANO AVE
4318155	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1380	SOLANO AVE
4315490	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1393	SOLANO AVE



Customer Number	Service Name	Service Code Description	Qty	Size	Freq	UNIT_C	Material Type	Container Type	Service House#	Service Street Name
4315491	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1403	SOLANO AVE
4315492	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1410	SOLANO AVE
4315493	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1413	SOLANO AVE
4315494	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	3	32	4	GALLON	1-MSW	CAN	1425	SOLANO AVE
4315495	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1451	SOLANO AVE
4315495	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1451	SOLANO AVE
4315496	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1475	SOLANO AVE
4315497	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1498	SOLANO AVE
4315498	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1499	SOLANO AVE
4315499	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	4	GALLON	1-MSW	CAN	1550	SOLANO AVE
4315500	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	4	GALLON	1-MSW	CAN	1559	SOLANO AVE
4318151	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1580	SOLANO AVE
4318151	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 4XWK	1	32	3	GALLON	1-MSW	CAN	1580	SOLANO AVE
4315501	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	4252	SOLANO AVE
4319397	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1	TAFT AVE
4319397	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1	TAFT AVE
4319397	ALBANY CITY CAN	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1	TAFT AVE
4315163	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	860	SAN PABLO AVE
4315163	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	860	SAN PABLO AVE
4315162	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	900	SAN PABLO AVE
4315162	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	900	SAN PABLO AVE
4315164	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1127	SOLANO AVE
4315164	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1127	SOLANO AVE
4315476	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1224	SOLANO AVE
4315476	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1224	SOLANO AVE
4315165	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1252	SOLANO AVE



Customer Number	Service Name	Service Code Description	Qty	Size	Freq	UNIT_C	Material Type	Container Type	Service House#	Service Street Name
4315165	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1252	SOLANO AVE
4315166	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1301	SOLANO AVE
4315166	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1301	SOLANO AVE
4315489	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1327	SOLANO AVE
4315489	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1327	SOLANO AVE
4315204	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1397	SOLANO AVE
4315204	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1397	SOLANO AVE
4315205	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1423	SOLANO AVE
4315205	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1423	SOLANO AVE
4316659	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1493	SOLANO AVE
4316659	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1493	SOLANO AVE
4315437	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	2	32	3	GALLON	1-MSW	CAN	1500	SOLANO AVE
4315437	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1500	SOLANO AVE
4316660	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1540	SOLANO AVE
4316660	ALBANY CITY CAN-WM COMPACTOR	1 - COMMERCIAL CAN REL 3XWK	1	32	3	GALLON	1-MSW	CAN	1540	SOLANO AVE
4314547	CITY OF ALBANY	1 - 3 YARD FEL 2X WK	1	3	2	YARD	1-MSW	BIN	1000	SAN PABLO AVE
4314547	CITY OF ALBANY	4 - 96 GAL FEL TOTER 1X WK	4	96	2	GALLON	1-MSW	CART	1000	SAN PABLO AVE
4314547	CITY OF ALBANY	96 GAL S/L GRN/YDW TOTER PER	2	96	1	GALLON	3- ORGANICS	CART	1000	SAN PABLO AVE
4314547	CITY OF ALBANY	1 - 3 YARD FEL RECY 2X WK	1	3	2	YARD	2-RECY	BIN	1000	SAN PABLO AVE
4314547	CITY OF ALBANY	96 GAL TOTER REL RCY	4	96	2	GALLON	2-RECY	CART	1000	SAN PABLO AVE
159169	CITY OF ALBANY COMMUNITY CENTE	1 - 64 GAL FEL TOTER 4X WK	1	64	4	GALLON	1-MSW	CART	1249	MARIN AVE



Customer Number	Service Name	Service Code Description	Qty	Size	Freq	UNIT_C	Material Type	Container Type	Service House#	Service Street Name
159169	CITY OF ALBANY COMMUNITY CENTE	1 - 96 GAL FEL TOTER 4X WK	1	96	4	GALLON	1-MSW	CART	1249	MARIN AVE
159169	CITY OF ALBANY COMMUNITY CENTE	64 GAL TOTER ORGANICS	1	64	3	GALLON	3-ORGANICS	CART	1249	MARIN AVE
159169	CITY OF ALBANY COMMUNITY CENTE	96 GAL TOTER ORGANICS	1	96	3	GALLON	3-ORGANICS	CART	1249	MARIN AVE
159169	CITY OF ALBANY COMMUNITY CENTE	CARRY OUT FEL RCY	1	0	3	NONE	2-RECY	NONE	1249	MARIN AVE
159169	CITY OF ALBANY COMMUNITY CENTE	1 - 1.5 YARD FEL RECY 2X WK	1	1.5	2	YARD	2-RECY	BIN	1249	MARIN AVE
160035	CITY OF ALBANY LIBRARY	1 - 96 GAL FEL TOTER 3X WK	1	96	3	GALLON	1-MSW	CART	1247	MARIN AVE
160035	CITY OF ALBANY LIBRARY	96 GAL TOTER ORGANICS	1	96	1	GALLON	3-ORGANICS	CART	1247	MARIN AVE
160035	CITY OF ALBANY LIBRARY	CARRY OUT FEL RCY	1	0	1	NONE	2-RECY	NONE	1247	MARIN AVE
160035	CITY OF ALBANY LIBRARY	1 - 2 YARD FEL RECY 2X WK	1	2	2	YARD	2-RECY	BIN	1247	MARIN AVE
4310888	CITY OF ALBANY MAINT CTR	1 - 96 GAL FEL TOTER 1X WK	1	96	1	GALLON	1-MSW	CART	540	CLEVELAND AVE
4310888	CITY OF ALBANY MAINT CTR	CARRY OUT FEL RCY	1	0	1	NONE	2-RECY	NONE	540	CLEVELAND AVE
4310888	CITY OF ALBANY MAINT CTR	1 - 3 YARD FEL RECY 1X WK	1	3	1	YARD	2-RECY	BIN	540	CLEVELAND AVE
4310888	CITY OF ALBANY MAINT CTR	64 GAL TOTER FEL RCY	1	64	1	GALLON	2-RECY	CART	540	CLEVELAND AVE
158499	CITY OF ALBANY MEMORIAL PARK	1 - 4 YD 2X PER WEEK	1	4	2	YARD	1-MSW	BIN	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	6 - 32 GAL FEL TOTER 2X WK	6	32	2	GALLON	1-MSW	CART	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	1 - 64 GAL FEL TOTER 2X WK	10	64	2	GALLON	1-MSW	CART	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	2 - 96 GAL FEL TOTER 2X WK	1	96	2	GALLON	1-MSW	CART	1	PORTLAND & CARMEL AVE



Customer Number	Service Name	Service Code Description	Qty	Size	Freq	UNIT_C	Material Type	Container Type	Service House#	Service Street Name
158499	CITY OF ALBANY MEMORIAL PARK	6 - 96 GAL FEL TOTER 2X WK	6	96	2	GALLON	1-MSW	CART	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	64 GAL TOTER ORGANICS	6	64	2	GALLON	3-ORGANICS	CART	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	96 GAL TOTER ORGANICS	15	96	2	GALLON	3-ORGANICS	CART	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	CARRY OUT FEL RCY	10	0	2	NONE	2-RECY	NONE	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	CARRY OUT FEL RCY	6	0	2	NONE	2-RECY	NONE	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	CARRY OUT FEL RCY	6	0	1	NONE	2-RECY	NONE	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	1 - 4 YARD FEL RECY 1X WK	1	4	1	YARD	2-RECY	BIN	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	64 GAL TOTER REL RCY	5	64	2	GALLON	2-RECY	CART	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	64 GAL TOTER REL RCY	7	64	1	GALLON	2-RECY	CART	1	PORTLAND & CARMEL AVE
158499	CITY OF ALBANY MEMORIAL PARK	96 GAL TOTER FEL RCY	5	96	2	GALLON	2-RECY	CART	1	PORTLAND & CARMEL AVE
4316681	CITY OF ALBANY OCEAN VIEW PARK	1 - 64 GAL FEL TOTER 1X WK	1	64	1	GALLON	1-MSW	CART	900	BUCHANAN ST
4316681	CITY OF ALBANY OCEAN VIEW PARK	2 - 96 GAL FEL TOTER 1X WK	2	96	1	GALLON	1-MSW	CART	900	BUCHANAN ST
4316681	CITY OF ALBANY OCEAN VIEW PARK	32 GAL TOTER ORGANICS	1	32	1	GALLON	3-ORGANICS	CART	900	BUCHANAN ST
4316681	CITY OF ALBANY OCEAN VIEW PARK	64 GAL TOTER ORGANICS	1	64	1	GALLON	3-ORGANICS	CART	900	BUCHANAN ST
4316681	CITY OF ALBANY OCEAN VIEW PARK	96 GAL TOTER ORGANICS	2	96	1	GALLON	3-ORGANICS	CART	900	BUCHANAN ST



Customer Number	Service Name	Service Code Description	Qty	Size	Freq	UNIT_C	Material Type	Container Type	Service House#	Service Street Name
4316681	CITY OF ALBANY OCEAN VIEW PARK	64 GAL TOTER REL RCY	1	64	1	GALLON	2-RECY	CART	900	BUCHANAN ST
4316681	CITY OF ALBANY OCEAN VIEW PARK	96 GAL TOTER REL RCY	1	96	1	GALLON	2-RECY	CART	900	BUCHANAN ST
4312783	CITY OF ALBANY PRE SCHOOL	1 - 32 GAL FEL TOTER 1X WK	1	32	1	GALLON	1-MSW	CART	850	MASONIC AVE
4320593	CITY OF ALBANY PRE SCHOOL	1 - 32 GAL FEL TOTER ON CALL	3	32	0	GALLON	1-MSW	CART	850	MASONIC AVE
4320593	CITY OF ALBANY PRE SCHOOL	1 - 64 GAL FEL TOTER ON CALL	3	64	0	GALLON	1-MSW	CART	850	MASONIC AVE
4312783	CITY OF ALBANY PRE SCHOOL	32 GAL TOTER ORGANICS PER	1	32	1	GALLON	3-ORGANICS	CART	850	MASONIC AVE
4312783	CITY OF ALBANY PRE SCHOOL	64 GAL TOTER ORGANICS PER	2	64	1	GALLON	3-ORGANICS	CART	850	MASONIC AVE
4312783	CITY OF ALBANY PRE SCHOOL	CARRY OUT FEL RCY	1	0	1	NONE	2-RECY	NONE	850	MASONIC AVE
4312783	CITY OF ALBANY PRE SCHOOL	64 GAL TOTER FEL RCY	1	64	1	GALLON	2-RECY	CART	850	MASONIC AVE
4312783	CITY OF ALBANY PRE SCHOOL	64 GAL TOTER FEL RCY	2	64	1	GALLON	2-RECY	CART	850	MASONIC AVE
158758	CITY OF ALBANY SENIOR CENTER	2 - 1 YARD FEL 1X WK	2	1	1	YARD	1-MSW	BIN	846	MASONIC AVE
158758	CITY OF ALBANY SENIOR CENTER	4 - 96 GAL FEL TOTER 1X WK	4	96	1	GALLON	1-MSW	CART	846	MASONIC AVE
158758	CITY OF ALBANY SENIOR CENTER	96 GAL TOTER ORGANICS PER	2	96	1	GALLON	3-ORGANICS	CART	846	MASONIC AVE
158758	CITY OF ALBANY SENIOR CENTER	64 GAL TOTER FEL RCY	1	64	1	GALLON	2-RECY	CART	846	MASONIC AVE
158758	CITY OF ALBANY SENIOR CENTER	96 GAL TOTER FEL RCY	2	96	1	GALLON	2-RECY	CART	846	MASONIC AVE
4312784	CITY OF ALBANY TERRACE PARK	3 - 96 GAL FEL TOTER 2X WK	3	96	2	GALLON	1-MSW	CART		TERRACE/TEVLIN ST
4312784	CITY OF ALBANY TERRACE PARK	64 GAL TOTER ORGANICS	2	64	1	GALLON	3-ORGANICS	CART		TERRACE/TEVLIN ST



Customer Number	Service Name	Service Code Description	Qty	Size	Freq	UNIT_C	Material Type	Container Type	Service House#	Service Street Name
4312784	CITY OF ALBANY TERRACE PARK	CARRY OUT FEL RCY	2	0	1	NONE	2-RECY	NONE		TERRACE/TEVLIN ST
4312784	CITY OF ALBANY TERRACE PARK	CARRY OUT FEL RCY	2	0	1	NONE	2-RECY	NONE		TERRACE/TEVLIN ST
4312784	CITY OF ALBANY TERRACE PARK	64 GAL TOTER FEL RCY	2	64	1	GALLON	2-RECY	CART		TERRACE/TEVLIN ST
4314642	OCEAN VIEW FRIENDSHIP CLUB	1 - 96 GAL FEL TOTER 2X WK	1	96	2	GALLON	1-MSW	CART	900	BUCHANAN ST
4314642	OCEAN VIEW FRIENDSHIP CLUB	96 GAL TOTER ORGANICS	1	96	2	GALLON	3-ORGANICS	CART	900	BUCHANAN ST
4314642	OCEAN VIEW FRIENDSHIP CLUB	CARRY OUT FEL RCY	1	0	2	NONE	2-RECY	NONE	900	BUCHANAN ST
4314642	OCEAN VIEW FRIENDSHIP CLUB	CARRY OUT FEL RCY	1	0	2	NONE	2-RECY	NONE	900	BUCHANAN ST
4314642	OCEAN VIEW FRIENDSHIP CLUB	96 GAL TOTER FEL RCY	1	96	2	GALLON	2-RECY	CART	900	BUCHANAN ST



Exhibit E

SPECIAL ASSESSMENT PROCESS

NOTE – DATES LISTED IN THIS EXHIBIT MAY BE SUBJECT TO REVISION (BASED ON AGREEMENT OF THE PARTIES) BASED ON THE TIMING OF SPECIAL ASSESSMENT PAYMENTS TO THE CITY

Pre-Special Assessment Process Activities

- A. **Prior to the January 20** start of the Special Assessment Process Contractor's billing department will obtain the most current parcel data information for the City.
- B. Using the current parcel data, Contractor's billing department will reconcile parcel data with Contractor's customer service database to update and match parcel owner and address information. Once this reconciliation process is complete, Contractor will start the Special Assessment Process.
- C. By February 15th City to review the list, reconcile it against their records, and provide feedback to Contractor.

Special Assessment Letter to Owners

1. **Prior to March 1**. Contractor's billing department will identify all customers that are delinquent for **over 90 days** and subject to the Special Assessment.
2. **On or before March 1**, Contractor will send out the first "Delinquency Subject to Special Assessment" letter to all owners and tenants. Contractor letter to property owners will advise owners of their obligation to pay for Solid Waste services and related charges and fees for properties they own. Owners are ultimately responsible for payment, even if the tenant has agreed to pay for the services in their rental agreement.
3. **On or before April 1**. Contractor will send out the second "Delinquency Subject to Special Assessment" letter to all owners and tenants.
4. **On or before May 1**, Contractor will send out the third "Delinquency Subject to Special Assessment" letter to all owners and tenants.
5. **On or before May 15**, Contractor will send out its fourth and Final "Delinquency Subject to Special Assessment" letter to all owners and tenants.
6. **On or before June 1**, Contractor will apply all payments received to the respective delinquent accounts and will remove the accounts from the Special Assessment List.
7. After all delinquent accounts are credited and removed from the Special Assessment List, Contractor sends the updated list to the City. **(On or before June 5)**



8. **On or before June 10**, the City sends out a Final Request for Payment to owners of all remaining delinquent accounts, advising the owner that payment is **due by June 30**, or a special assessment will be placed on the property.

9. Contractor will apply all payments received **on or before June 30** to the respective delinquent accounts. Remaining delinquent accounts are placed on the final Special Assessment List, which Contractor gives to the City.

10. The City Council reviews each account on the final list and either approves or denies placement of the Special Assessment on the property. City may only remove a parcel from the list due to inaccuracy or if Contractor does not include the parcel on each mailing list as described in this section.

11. After the City Council completes their review and renders their decisions on placement of the Special Assessments on the properties listed, the Special Assessment List will be updated and provided to Contractor. **(July)** The City may add an administrative fee per account, but the administrative fee is not considered gross receipts for purposes of calculated franchise fees owed by Contractor. Administrative fee may only be deducted from the final payment for accounts that have made payment.

12. On all accounts that the City approves the Special Assessment, Contractor will apply credit to the specific accounts and create One (1) general Special Assessment Account. On all accounts the City denies the Special Assessment, Contractor will review and determine if the account will be pursued for Special Assessment the following year or will take other necessary actions to resolve the status of the account. **(July)**

13. When City receives payment from the County on all Special Assessments collected, which is then paid to Contractor, it shall be net of franchise fees. The franchise fee is not paid on the administrative fee. Payment from the City to WMAC should be no later than 13 months after the City submits the list in August to the County. **(August)**

14. Monies received by Contractor from the City are applied to the General Special Assessment account.



Exhibit F

PARENT GUARANTY

Guarantee Agreement

This Guarantee Agreement (this “Guarantee”), dated as of May 1, 2024, is made and entered into by USA Waste of California, Inc., a Delaware corporation (“Guarantor”).

WITNESSETH:

WHEREAS, Waste Management of Alameda County, Inc., a subsidiary of Guarantor (the “WM Subsidiary”) has entered into a Collection Services Agreement (the “Agreement”) effective as of May 1, 2024 with City of Albany, California (the “City”) pursuant to which WM Subsidiary shall perform certain solid waste collection services to the City and its residents; and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of City entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the financial obligations of WM Subsidiary (the “Obligations”) to City in accordance with the Agreement. To the extent that WM Subsidiary shall fail to pay any Obligations, Guarantor shall promptly pay to City the amount due. This Guarantee shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guarantee shall be subject to the following:

Guarantor’s liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney’s fees.

2. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to pay any Obligations, City shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to pay and demand that payment be made by WM Subsidiary. If WM Subsidiary’s failure or refusal to pay continues for a period of fifteen (15) days after the date of City’s notice to WM Subsidiary, and City has elected to exercise its rights under this Guarantee, City shall make a demand upon Guarantor (hereinafter referred to as a “Payment Demand”). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that City is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.



3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that City seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of City in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by email with confirmation of delivery, as follows:

To City: City of Albany
1000 San Pablo Avenue
Albany, CA 94706
Attn: City Manager
nalmaguer@albanyca.org



To Guarantor:

Waste Management
222 S. Mill Avenue, Suite 301
Tempe, AZ 85281
Attn: Senior Legal Counsel

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by email shall be effective upon receipt and confirmation of delivery. All Notices by email shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by City, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of City, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and City and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

USA WASTE OF CALIFORNIA, INC.

By:

Name:

Title:



FIRST AMENDMENT TO PROCESSING, TRANSFER, AND DISPOSAL SERVICE
AGREEMENT BETWEEN THE CITY OF ALBANY AND WASTE MANAGEMENT OF
ALAMEDA COUNTY, INC.

This First Amendment to Processing, Transfer, and Disposal Service Agreement ("First Amendment") is entered into as of March ____, 2024 (the "First Amendment Date") between the City of Albany ("CITY") and Waste Management of Alameda County, Inc. ("CONTRACTOR") (collectively CITY and CONTRACTOR are referred to herein as "Parties").

WHEREAS, CITY and CONTRACTOR are parties to the Processing, Transfer, and Disposal Service Agreement dated November 1, 2011 (the "Agreement"); and

WHEREAS, the City Council directed the City Manager to negotiate an amendment to the Agreement with CONTRACTOR to appropriately adjust the term length and tipping fees, and bring the amendment to Council for approval by April 1, 2024.

NOW, THEREFORE, the Parties agree as follows:

- 1) Effective Date. This First Amendment shall take effect May 1, 2024.
- 2) Article 1 (Definitions) of the Agreement is hereby amended in its entirety to read as follows:

ARTICLE 1. Definitions

For the purpose of this Processing, Transfer and Disposal Agreement, ("Agreement"), the definitions contained in this Article shall apply unless otherwise specifically stated. When no 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.

1.01 Agreement. The written document and all amendments thereto, between CITY and CONTRACTOR, governing the provision of Processing, Transfer and Disposal Services as provided herein, including all exhibits hereto, as it may be amended from time to time.

1.02 Agreement Administrator. The City Manager or his/her designee.

1.03 Alternative Daily Cover (ADC). Disposal Facility cover material, other than Compostable Material and at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odor, blowing litter, and scavenging as defined in 2 CCR Section 20164.

1.04 Bulky Items. Discarded furniture (including chairs, sofas, mattresses, and rugs), appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, small household appliances, and other similar items, commonly known as "white goods"), un-mounted tires, stereos, televisions, computers, VCRs, and other items comprising E-Waste as defined herein. Bulky Items do not include demolition and construction wastes, Universal Waste other than E-Waste, or any item such as car bodies, Jacuzzi tubs or spas, or any other item (whether or not specifically identified herein) that cannot reasonably be handled by two individuals. In addition, Bulky Items do not include Hazardous Waste or HHW.

1.05 Business Days. Days during which CITY offices are open to do business with the public: Monday through Friday excepting holidays, or as otherwise posted on the City's website.

1.06 Change in Law. Any of the following events or conditions which has an adverse effect on the rights or obligations a Party under this Agreement:

1.06.1 The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law after the First Amendment Date; or

1.06.2 The order or judgment of any governmental body, on or after the First Amendment Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the City 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 judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.07 CITY. The City of Albany, California, a charter city and a municipal corporation, and all the territory lying within the municipal boundaries of the city as presently existing or as such boundaries may be modified during the Term. Unless otherwise specified in this Agreement any action authorized or required by the CITY may be taken by the City Council or by an agent designated by the City Council.

1.08 Collection Contractor. The company holding a current Collection Service Agreement with the City of Albany.

1.09 Compostable Material. Organics, and Yard Waste, which are segregated from Solid Waste at the source of generation by the Collection Contractor customer.

1.10 Compostable Materials Processing Facility. The Organics Processing sites listed in Exhibit 4 of this Agreement.

1.11 Construction and Demolition Debris (C&D). Includes discarded building materials, packaging, and rubble resulting from construction, remodeling, repair, or demolition operations on any pavements, houses, commercial buildings, or other structures. Construction refers to Standard Industrial Classification (SIC) Codes 1521 through 1794, 1796, and 1799. Demolition refers to SIC Code 1795.

1.12 CONTRACTOR. Waste Management of Alameda County, Inc., a corporation organized and operating under the laws of the State of California and its officers, directors, employees, agents, companies, and subcontractors.

1.13 Debris Box (Roll-Off Box). An open-top metal Container with a capacity of six (6) to forty (40) cubic yards that is serviced by a roll-off collection vehicle.

1.14 Designated Waste. Non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment and which may be Disposed of only in Class II Disposal Sites or Class III Disposal Sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State of California, in 23 CCR, Section 2522.

1.15 Discarded Material. Solid Waste, Recyclable Materials, Organic Materials, or Construction and Demolition Debris placed by a Generator in a receptacle and/or at a location that is designated for Collection pursuant to the CITY'S Municipal Code.

1.16 Disposal. The final processing and disposition of Solid Waste and processing residuals received by CONTRACTOR under the terms this Agreement. Disposal does not include the use of Organic Materials as ADC so long as CITY and State regulations consider ADC use of Organic Materials as diversion.

1.17 Disposal Facility. The Altamont Landfill and Resource Recovery Facility located at 10840 Altamont Pass Road, Livermore, CA that is owned and operated by CONTRACTOR.

1.18 Food Waste. Food Waste means those discarded materials that will readily decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; (iv) vegetable trimmings and other compostable organic waste. Food Waste is a subset of Organics. Food Waste does not include Unpermitted Materials.

1.19 Force Majeure. Any riots, wars, civil disturbances, power failures, terrorism, insurrections, epidemics, pandemics, hurricanes, earthquakes, floods, acts of God, government orders and regulations, the first seven (7) days of a labor disruption, or other similar catastrophic events which are beyond the reasonable control of Contractor.

1.20 Generator. Any Person as defined by the Public Resources Code, whose act or process produces Solid Waste, Recyclable Materials, or Organic Materials as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

1.21 Guarantor. USA Waste of California, Inc. a Delaware Corporation and its officers, directors, employees, agents, companies, and subcontractors.

1.22 Guaranty Agreement. The agreement contained in Exhibit 3, which is attached to and included in this Agreement that is executed by the Guarantor guaranteeing the timely and full performance of CONTRACTOR'S obligations.

1.23 Hazardous Waste. Waste defined as hazardous by Health and Safety Code Section 25117, including: (1) a waste or combination of wastes 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; (2) a waste which meets any of the criteria for the identification of a hazardous waste adopted by the Department of Toxic Substances Control pursuant to Health and Safety Code Section 25141; (3) any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including, without limitation, (a) any petroleum or petroleum products and their derivatives, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, or (b) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely

hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to Applicable Law.

1.24 Household Hazardous Waste (HHW). HHW shall have the meaning set forth in 14 CCR, Section 18502 or successor laws and regulations as may be amended from time to time.

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

1.26 Labor Actions. Strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action.

1.27 Major Appliance. Any residential device, including, but not limited to, washing machines, clothes dryer, hot water heaters, dehumidifiers, conventional ovens, microwave ovens, stoves, refrigerators, freezers, air-conditioners, trash compactors, and residential furnaces discarded by residential Generators.

1.28 Municipal Code. The Code of the CITY of Albany, California (1988).

1.29 Organic Materials (Organics). Those Discarded Materials that will decompose and/or putrefy and that the CITY’S Municipal Code permits, directs, and/or requires Generators to separate from Solid Waste and Recyclable Materials for Collection in specially designated Containers for Organic Materials Collection. Organic Materials include Yard Trimmings and Food Waste such as, but are not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small wood pieces, other types of organic yard waste, vegetable waste, fruit waste, grain waste, dairy waste, meat waste, fish waste, paper contaminated with Food Scraps, pieces of unpainted and untreated wood, and pieces of unpainted and uncoated paper waste.

1.30 Party or Parties. The CITY and CONTRACTOR, individually or collectively.

1.31 Person(s). Any individual, firm, association, organization, co-partnership, political subdivision, government agency, municipality, public or private corporation, or any other entity.

1.32 Processing. To prepare, treat, or convert through some special method.

1.33 Processing, Transfer and Disposal Services. The receipt and acceptance of all Discarded Materials delivered under the terms of this Agreement to the Transfer Station and the Processing and safe and lawful Transfer of such material to the Disposal Facility.

1.34 Recyclable Materials or Recyclables. Recyclable Materials or Recyclables means materials that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace which shall include , but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, paper grocery bags, colored paper, construction paper, envelopes, shoe boxes, cereal, and other

similar food boxes yet excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-lined paper and cartons, Tyvex non-tearing paper envelopes); chipboard; corrugated Cardboard; glass containers of any color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers); steel, tin or bi-metal cans; mixed plastics such as plastic containers (no. 1 to 7), except expanded Polystyrene (EPS); bottles including containers made of HDPE, or PET; and, those materials added by the Contractor from time to time. Recyclables do not include Exempt Waste.

1.35 Recyclable Materials Processing Facility. The Recyclable Processing sites listed in Exhibit 4 of this Agreement.

1.36 Salvageable Material. Those Discarded Materials that may be reused in their existing form or may be reused after some form of Processing including, but not limited to, Organic Materials and Recyclables.

1.37 Solid Waste. All putrescible and non-putrescible solid and semisolid wastes, generated in or upon, related to the occupancy of, remaining in or emanating from residential premises or commercial premises, including garbage, rubbish, trash, refuse, ashes, industrial wastes, demolition and construction wastes, manure, vegetable or animal solid or semisolid wastes, and other solid and semisolid wastes. This excludes source-separated Recyclables, source-separated Organics, liquid wastes, abandoned vehicles, and Exempt, Hazardous, Biohazardous and Biomedical Wastes, or Sharps.

1.38 Source Separated. The segregation, by the Generator, of materials designated for separate collection for some form of Recycling, composting, recovery, or reuse.

1.39 Ton (or Tonnage). A unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

1.40 Transfer. The transporting of Discarded Material received at the Transfer Station to the Disposal Facility for final Disposal.

1.41 Transfer Station. As defined in Public Resources Code Section 40200, this means those facilities utilized to receive Solid Wastes, temporarily store, separate, convert, or otherwise process the materials in the Solid Wastes, or to transfer the Solid Wastes directly from smaller to larger vehicles for transport, and those facilities used for transformation. The Davis Street Transfer Station has been designated by CONTRACTOR as the Transfer Station and approved by CITY pursuant to this Agreement.

1.42 Un-permitted Materials. Materials, including Hazardous Waste and Designated Waste, that the Transfer Station, Processing Sites, or Disposal Facility may not receive under its permits.

1.43 Work Day. Any day, Monday through Friday that is not a holiday as set forth in Section 5.07 of this Agreement.

1.44 Yard Trimmings. Those Discarded Materials that will decompose and/or putrefy, including but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of organic waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings shall be placed in the Organic Materials container for collection and shall not exceed six (6) inches in diameter and five (5) feet in length.

3) Article 2 (Term of Agreement) of the Agreement is hereby amended in its entirety to read as follows:

ARTICLE 2. Term of Agreement

2.01 Initial Term. The term of this Agreement shall continue in full force until midnight of April 30, 2039, unless the Agreement is extended by CITY pursuant to Section 2.02 or terminated in accordance with the provisions of this Agreement.

2.02 Extension of Term. CITY and CONTRACTOR may agree in writing to extend this Agreement on one (1) or more occasions beyond April 30, 2039, provided that the combined extension period(s) do not exceed five (5) years or extend beyond April 30, 2044. If the CITY desires to extend the Agreement, it shall give written notice to CONTRACTOR one hundred eighty (180) calendar days prior to the initial expiration date or extended expiration date of this Agreement. The CITY'S written notice shall specify the number of years by which it desires to extend the term of this Agreement and the revised expiration date of the Agreement.

2.03 Effective Date and Commencement Date.

The effective date of this Agreement shall be the date the latter of the two Parties signs the Agreement. The commencement date shall be November 1, 2011, and shall be the date on which CONTRACTOR initiates provision of Processing, Transfer, and Disposal Services required by this Agreement.

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

2.04.01 Accuracy of Representations. The representations and warranties made in Article 3 of this Agreement are true and correct on and as of the effective date.

2.04.02 Absence of Litigation. There is no litigation pending on the effective date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

2.04.03 Furnishings of Insurance and Performance Bond. CONTRACTOR has furnished evidence of the insurance and performance bond required by Article 7 that is satisfactory to the CITY.

2.04.04 Effectiveness of City Council Action. The City Council shall have taken action approving this Agreement and all Parties shall have signed the Agreement pursuant to applicable law prior to the effective date, provided that no restraining order of any kind has been issued.

4) Section 6.01.1.1 of the Agreement is hereby replaced by the following:

"RRI Adjustment Through April 30, 2039. Beginning on May 1, 2012 and annually thereafter through the term of this Agreement, the tipping fee element of the Transfer Station tipping fees shall be adjusted by the Refuse Rate Index Adjustment as set forth in Exhibit 2 except that the adjustment shall never be more than seven and one half percent (7.5%) in any year

regardless of the calculated RRI adjustment exclusive of changes in governmental or regulatory fees or assessments, which shall be a pass-through. However, in any year that the RRI, including any prior year adjustment is more than seven and one half percent (7.5%), the amount above seven and one half percent (7.5%), up to ten percent (10%), shall be carried over to the next adjustment period and added to the calculated RRI for that period.

However, the RRI adjustment for the last rate period of this Agreement shall include any unused RRI carry forward without limitation. In the event the RRI adjustment is less than two percent (2%), the RRI adjustment for that year shall be two percent (2%) and the amount below such amount shall not be carried forward to the next adjustment period.”

- 5) Section 7.04.1.2 of the Agreement is hereby replaced by the following:

“7.04.1.2 Insurance Services. Office form number CA 0020 (or equivalent) covering Automobile Liability, code 1 “any auto,”

- 6) Section 7.04.1.4 of the Agreement is hereby repealed.

- 7) Section 7.04.2.4 of the Agreement is hereby repealed.

- 8) Section 7.04.7.1 of the Agreement is hereby replaced by the following:

“7.04.7.1 The Workers’ Compensation policy shall contain an endorsement in substantially the following form:

“Thirty calendar days’ prior written notice shall be given to the City of Albany in the event of cancellation of this policy. Such notice shall be sent to:

City Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706”

- 9) Section 7.04.7.2 of the Agreement is hereby replaced by the following:

“7.04.7.2 The Commercial General Liability Business and Automobile Liability policies shall contain endorsements in substantially the following form:

“Thirty calendar days’ prior written notice shall be given to the City of Albany in the event of cancellation of this policy. Such notice shall be sent to:

City Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706”

- 10) Section 7.04.7.2.1 of the Agreement is hereby replaced by the following:

“7.04.7.2.1 As respects to Commercial General Liability policies, “The City of Albany, its officers, employees, and agents are additional insureds on this policy.” The CITY requires form CG2010.

- 11) Section 9.01 of the Agreement is hereby replaced by the following:

“The Parties shall be excused from performing their respective obligations hereunder if they are prevented from so performing by reason of force majeure events, such as floods,

earthquakes, other acts of nature, war, terrorism, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Labor unrest (to the extent not a Force Majeure), which may include strike, work stoppage or slowdown, sick-out, lock-out, picketing, or other concerted job action conducted by CONTRACTOR, CONTRACTORS employees or directed at CONTRACTOR or subcontractor is not an excuse from performance and CONTRACTOR shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events. In the case of labor unrest or job action directed at a third party over whom CONTRACTOR has no control, the inability of CONTRACTOR to provide Processing, Transfer and Disposal Services due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of CONTRACTOR'S employees while providing Processing, Transfer and Disposal Services or to make reasonable accommodations with respect to point of Delivery or other operating circumstances to minimize any confrontation with pickets shall, to that limited extent excuse performance and provided further that the foregoing excuse shall be conditioned on CONTRACTORS cooperation in providing Processing, Transfer and Disposal Services in different locations.”

12) Section 13.01 of the Agreement is hereby replaced by the following:

“13.01 All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to CITY:

City Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

With a copy to:

Malathy Subramanian
Best Best & Krieger LLP
1333 N. California Blvd., Suite 220
Walnut Creek, CA 94596

As to CONTRACTOR:

Area Vice President
Waste Management of Alameda County, Inc.
172 98th Street
Oakland, CA 95603

With a copy to:

Legal Counsel
Waste Management
222 S. Mill Ave., Suite 301
Tempe, AZ 85281”

- 13) Exhibit 1 (Approved Per Ton Tipping Fee) of the Agreement is hereby replaced in its entirety with the Exhibit 1 attached hereto and incorporated herein by this reference.
- 14) Exhibit 2 (Refuse Rate Index) of the Agreement is hereby replaced in its entirety with the Exhibit 2 attached hereto and incorporated herein by this reference.
- 15) Exhibit 3 (Guaranty Agreement) of the Agreement is hereby replaced in its entirety with the Exhibit 3 attached hereto and incorporated herein by this reference.
- 16) Exhibit 4 (Approved Alternative Facilities) of the Agreement is hereby replaced in its entirety with the Exhibit 4 attached hereto and incorporated herein by this reference.
- 17) Entire Agreement. This First Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. To the extent there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the Parties.
- 18) Counterparts. This First Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this First Amendment electronically shall be effective as delivery of an original executed counterpart of this First Amendment.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this First Amendment is entered into as of the date first written above.

City of Albany

Waste Management of Alameda County, Inc.

By: _____
Nicole Almaguer
City Manager

By: _____
Name: Alex Oseguera
Title: President

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit 1

Approved Per Ton Tipping Fee

	Disposal / Processing Element	Government Fees	Total
Solid Waste	\$ 121.58	\$ 24.24	\$ 145.75
Commercial Recycling	\$ 196.42	\$ -	\$ 196.42
Residential Recycling	\$ 125.00	\$ -	\$ 125.00
Commercial Food Waste	\$ 170.74	\$ 2.07	\$ 172.81
Residential Organics	\$ 115.66	\$ 2.07	\$ 117.73
C&D	\$ 197.78	\$ 4.17	\$ 201.95

Government Fees Municipal Solid Waste	
Agency	5/1/2024
Alameda County Measure D Fee	\$ 8.23
Alameda County Facility Fee	\$ 4.34
Alameda County Hazardous Waste Fee	\$ 2.15
Alameda County LEA Inspection Fee	\$ 0.38
Alameda County Planning Department Inspection Fee	\$ 0.14
California BOE AB 939 Fee	\$ 1.40
California Water Board Fee	\$ 0.05
Alameda County Open Space Fee	\$ 2.41
Alameda County Business License Tax	\$ 0.95
Alameda County Planning & Transport Fee	\$ 0.02
Davis Street Transfer Station (DSTS) Fees	\$ 4.167
Total Government Fees Elements	\$ 24.237

DSTS Government Fees	
Agency	5/1/2024
DSTS - City of San Leandro Mitigation (Franchise) Fee	\$ 1.687
DSTS San Leandro Business Tax (GW excluded)	\$ 2.10
DSTS - Alameda County LEA	\$ 0.38
Total DSTS Government Fees Elements	\$ 4.167

Exhibit 2

Refuse Rate Index

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

1. The expenses of the Processing, Transfer and Disposal Services for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Exhibit.
2. The expenses of the Processing, Transfer and Disposal Services shall be broken down into the following seven (7) cost categories: Labor (Teamsters); Labor (Other); Diesel Fuel; CNG Fuel; Vehicle Replacement; Vehicle Maintenance and All Other. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS), are used to calculate the adjustment for each cost category except Labor (Teamsters) and Labor (Other). The change in each index is calculated on a twelve-month fiscal period in accordance with the terms of the Agreement. In the event any index is discontinued, a successor index shall be selected by mutual agreement of the parties. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

<u>Cost Category</u>	<u>Index</u>
Labor (Teamsters)	Actual values Teamsters Local 70 Union Agreement
Labor (Other)	Series ID: ceu6056210008 Service Producing Industries
Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel
CNG Fuel	Schedule G-NGV-1, compiled and published by the Pacific Gas and Electric Co. Analysis and Rate Department and reported monthly in the "Gas Rate Finder" publication (https://www.pge.com/tariffs/GRF.SHTML#GNGV1) reflecting the sum of the customer, procurement, transportation and public purpose program charges.
Vehicle Replacement	Series ID: pcu336211336211 Truck, bus, car, and other vehicle bodies, for sale separately
Vehicle Maintenance	Series ID: pcu3339243339243 Parts and attachments for industrial work trucks
All Other	Series ID: CUURS49BSA0 Consumer Price Index, All Urban Consumers, All Items – San Francisco-Oakland-Hayward, CA

4. The percentage weight for each cost category is multiplied by the change in each appropriate index, or labor Agreement to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index (see Example).

Operating Cost Statement - Description

Labor (Teamsters): List all operation and maintenance salary accounts for Teamster employees.

List payroll tax accounts, health and welfare, payroll insurance and pension accounts directly related to the above salary accounts.

Labor (Other): List all operation and maintenance salary accounts for all non-teamster employees

List payroll tax accounts, health and welfare, payroll insurance and pension accounts directly related to the above salary accounts.

Diesel Fuel: List all diesel fuel accounts.

CNG Fuel: List all CNG fuel accounts.

Vehicle Replacement:

List all collection and collection related vehicle depreciation accounts.

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

Vehicle Maintenance:

List all collection or collection related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this Agreement. This category includes all non-union labor, disposal, insurance including general liability, fire, truck damage, and extended coverage; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; non-diesel fuel; office supplies; postage; trade association dues and subscription; advertising; and miscellaneous other expenses.

RRI Example

Item#	Category	Data Source	Percentage Change	Item Weight	Weighted Percentage Change
1a	Local 70 Wages	Teamsters Local 70 Wages Direct Labor (based on CBA)	2.77%	18.39%	0.51%
1b	Local 70 H&W	Teamsters Local 70 H&W Group Insurance (based on CBA)	0.00%	3.78%	0.00%
1c	Local 70 Pension	Teamsters Local 70 Pension/Employee Benefit Cost (based on CBA)	3.51%	4.57%	0.16%
2	Average Hourly Earnings	SeriesID:ceu6056210008 Service-Producing Industries	7.59%	10.33%	0.78%
3	Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel	-16.75%	0.97%	-0.16%
4	CNG Fuel	Series ID: G-NGV1 CNG Fuel - PG&E Comp Schedule	-2.96%	3.43%	-0.10%
5	Vehicle Replacement	Series ID: pcu336211336211 Truck, bus, car and other vehicle bodies, for sale separately	9.08%	2.93%	0.27%
6	Vehicle Maintenance	Series ID: pcu3339243339243 Parts and attachments for industrial work trucks	4.86%	4.09%	0.20%
7	CPI All Items	Series ID: CUURS49BSA0 CPI, All Urban, All Items in San Francisco-Oakland-Hayward, CA	3.89%	51.51%	2.00%
			Total	100.00%	3.66%

In this example, the Refuse Rate Index is 3.66%

Exhibit 3

Guarantee Agreement

This Guarantee Agreement (this “Guarantee”), dated as of May 1, 2024, is made and entered into by USA Waste of California, Inc., a Delaware corporation (“Guarantor”).

WITNESSETH:

WHEREAS, Waste Management of Alameda County, Inc., a subsidiary of Guarantor (the “WM Subsidiary”) has entered into a First Amendment to Processing, Transfer and Disposal Service Agreement (the “Agreement”) effective as of May 1, 2024 with City of Albany, California (the “City”); and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreement;

NOW THEREFORE, in consideration of City entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the financial obligations of WM Subsidiary (the “Obligations”) to City in accordance with the Agreement. To the extent that WM Subsidiary shall fail to pay any Obligations, Guarantor shall promptly pay to City the amount due. This Guarantee shall constitute a guarantee of payment and not of collection. The liability of Guarantor under the Guarantee shall be subject to the following:

Guarantor’s liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreement (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreement, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or attorney’s fees.

2. DEMANDS AND NOTICE. If WM Subsidiary fails or refuses to pay any Obligations, City shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to pay and demand that payment be made by WM Subsidiary. If WM Subsidiary’s failure or refusal to pay continues for a period of fifteen (15) days after the date of City’s notice to WM Subsidiary, and City has elected to exercise its rights under this Guarantee, City shall make a demand upon Guarantor (hereinafter referred to as a “Payment Demand”). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that City is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that City seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of City in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by email with confirmation of delivery, as follows:

To City:

City of Albany
1000 San Pablo Avenue
Albany, CA 94706
Attn: City Manager
nalmaguer@albanyca.org

To Guarantor:

Waste Management
222 S. Mill Avenue, Suite 301
Tempe, AZ 85281
Attn: Senior Legal Counsel

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by email shall be effective upon receipt and confirmation of delivery. All Notices by email shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by City, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of City, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and City and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

USA WASTE OF CALIFORNIA, INC.

By:

Name:

Title:

Exhibit 4

Approved Primary and Alternative Facilities

Primary Locations - WM sites	Address	City	State	Zip
Davis Street Transfer Station (aka Davis Street, Davis Street MRF and Davis Street Resource & Recovery Complex)	2615 Davis Street	San Leandro	CA	94577
Sacramento Recycling and Transfer Station (SRT)	8491 Fruitridge Rd	Sacramento	CA	95826
Lodi Recycling and Transfer Station	1333 E. Turner Rd	Lodi	CA	95240
Altamont CASP	10840 Altamont Pass	Livermore	CA	94551
Redwood (for Organics processing)	8950 Redwood Hwy	Novato	CA	94948
Central Valley Composting (CVC) Lathrop	916 Frewert Rd	Lathrop	CA	95330

Secondary Locations - non-WM sites	Address	City	State	Zip
Colony/Cedar Avenue Recycling Station (CARTS)	3457 S. Cedar Ave	Fresno	CA	93725
Alameda County Industries (ACI)	601 Aladdin Ave	San Leandro	CA	94577
California Waste Solutions (CWS)	1820 10th Street	Oakland	CA	94607