

**Franchise Agreement Between
the Town of Los Altos Hills and GreenWaste Recovery, Inc.
for Collection and Processing of Mixed Yard Trimmings, Recyclable Materials and Yard
Trimmings**

This Mixed Compostable Materials, Recyclable Materials and Yard Trimmings Collection Franchise Agreement (“Agreement”) is made and entered into this 28th day of June, 2019 (“Effective Date”) by and between the Town of Los Altos Hills, a general law city of the State of California (“Town”) and GreenWaste Recovery, Inc., a California corporation (“Franchisee”).

RECITALS

A. The effective and orderly handling of solid waste is an essential component of public safety and health. Balanced regional waste management and planning must be maintained and developed so as to safeguard public health, optimize the use of limited natural resources and insure the efficient and orderly collection and processing of Mixed Compostable Materials, Recyclable Materials and Yard Trimmings and proper disposal of the residual remaining from processing these materials.

B. It is desirable that the public recognize its ultimate responsibility to reduce, recycle and support the proper management of all wastes in an environmentally sound manner and that collection rates must be established at levels which are commensurate with the cost of carrying out that responsibility and attributed equitably to the various users of such services.

C. Pursuant to powers expressly granted to cities and counties in Article XI, Section 7 of the California Constitution, and also set forth in California Public Resource Code Sections 40059 and 49300, Town has the authority within its jurisdiction to regulate the handling of solid waste. Town accordingly enters into this Agreement pursuant to the above authority and pursuant to Town Municipal Code, Chapter 3, Title VI.

D. The parties originally entered into an eight-year Agreement in 2008 and subsequently extended the Agreement for three years in 2015. The current Agreement expires June 30, 2019.

E. The parties have met and agreed to modify various provisions of the current Agreement and now desire to enter into this new Agreement to incorporate such modifications into this Agreement. As of the date first written above, this Agreement shall supersede and replace in its entirety the current Agreement.

AGREEMENT

In consideration of the mutual covenants, agreements and conditions contained herein, the parties agree as follows:

ARTICLE 1 DEFINITIONS

The definitions set forth in this Article 1 shall govern the interpretation of this Agreement.

- 1.1. Additional Services – “Additional Services” shall mean recurring weekly collection services beyond the Base Services package that are available by request from Service Recipients and provided at a recurring additional charge. Additional services are provided on the normal day of collection and include but are not limited to the following: the provision of additional Mixed Compostable Materials Carts as set forth in Section 5.3.1; additional Recyclable Materials Carts as set forth in Section 5.4.2; and additional Yard Trimmings Carts as set forth in Section 5.5.2. Initial rates for Additional Services are specified in EXHIBIT B.
- 1.2. Agreement - “Agreement” shall mean this Franchise Agreement, including all Exhibits and any future amendments thereto, between the Town of Los Altos Hills and GreenWaste Recovery, Inc., for Collection and Processing of Mixed Compostable Materials, Recyclable Materials and Yard Trimmings.
- 1.3. Applicable Law – “Applicable Law” means all federal, state, local or other laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the collection, transportation, processing, and/or marketing of Recyclable Materials, Garbage, Mixed Compostable Materials, Yard Trimmings or other materials included under this Agreement that are in force on the Effective Date and as may be enacted, issued, amended or modified during the Term of this Agreement.
- 1.4. Base Services – “Base Services” means a package of services provided by Franchisee to subscribing Residential Service Recipients that includes Curbside collection of one (1) Mixed Compostables Cart and one (1) Recyclable Materials Cart and up to two (2) Yard Trimmings Carts. Initial rates for Base Services are specified in EXHIBIT B.
- 1.5. Bins – “Bins” means a Container with capacity of approximately one (1) to eight (8) cubic yards, with a hinged lid, and with wheels (excluding six (6)- and eight (8)- yard bins, as appropriate), that is provided by Franchisee and serviced by a front-end loading or rear-end loading collection vehicle.
- 1.6. Bin-by-the-Day Services – “Bin-by-the-Day Services” means a Bin that is provided for up to seven (7) days that is used for the collection of Mixed Compostable Materials, Recyclable Materials and/or Yard Trimmings. Bin-by-the-Day Services would be used by Service Recipients for the Collection and Processing disposal of Bulky Goods and/or Processing of oversized Yard Trimmings that would not fit into a Recyclable Materials Cart or Yard Trimmings Cart. For billing purposes, all Bin-by-the-Day Services are classified as Extra Services under this Agreement. Initial rates for Bin-by-the-Day Services are specified in EXHIBIT B.
- 1.7. Bulky Goods – “Bulky Goods” means items weighing less than two hundred (200) pounds in weight that require special collection due to their size or nature and can be collected by one person without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Goods may include the following items: discarded furniture; carpets; mattresses; household appliances including refrigerators, ranges, washers, dryers,

- water heaters, and dishwashers and other similar items (commonly known as "white goods"); or other items too large to fit in a Mixed Compostable Materials Cart; electronic equipment such as stereos, televisions, computers, VCRs and other similar items that may contain lead or mercury and/or are too large to fit inside a Recyclables Container. Bulky Goods does not include abandoned vehicles, tires, large motor vehicle parts or any subassembly, component, or part thereof, commercial or industrial equipment, construction wastes, or any Hazardous Materials.
- 1.8 Cans – “Cans” means a plastic Container with a capacity of approximately thirty-five (35) to forty-five (45) gallons that is provided by Service Recipients to set out Excess Materials.
- 1.9 Carts – “Carts” means a plastic Container with a hinged lid and wheels with a capacity of approximately twenty (20), thirty-five (35), sixty-five (65), or ninety-five (95) gallons that is provided by Franchisee and serviced by an automated or semi-automated collection vehicle.
- 1.10 Change in Law – “Change in Law” means any of the following events or conditions that has a material and adverse effect on the performance of the Parties of their respective obligations under this Agreement (except for payment obligations):
- a) The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or
 - b) 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 by Town or of the Franchisee, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting party in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as a willful or negligent action, error or omission or lack of reasonable diligence.
- 1.11 Composting – “Composting” means the controlled decomposition of organic materials.
- 1.12 Construction and Demolition Debris - “Construction and Demolition Debris” includes debris and other materials resulting from the construction or demolition of buildings and other structures; and concrete, asphalt, rock and dirt.
- 1.13 Containers – “Containers” means Bins and Carts provided by Franchisee for use by Service Recipients under this Agreement.
- 1.14 Contamination – “Contamination” means the (i) percentage by weight of Non-Recyclable Materials in Recyclable Materials set-out for collection and/or (ii) the percentage by weight of Non-Compostable Materials in Compostable Materials or Yard Trimmings set out for collection.
- 1.15 Contract Year – “Contract Year” means the twelve (12) month period from July 1 to June 30.
- 1.16 Curbside Area – “Curbside or Curbside Area” means an area where Residential Service Recipients Set-out Locations are accessible by a standard collection vehicle where Recyclables Material Carts, Mixed Compostable Carts and/or Yard Trimmings Carts Set-out Locations are within ten (10) feet of the accessible roadway such that they can be collected without requiring the driver walk or drive more than ten (10) feet beyond the accessible roadway. Yard Trimmings will only be collected Curbside. A list of roads in the Town where set-out is considered Curbside is attached as EXHIBIT K. To serve the best interest of Service Recipients that may present unique circumstances regarding their Set-out Locations and particular roads or road segments, the City Manager and Franchisee

mutually agree to finalize a list of Curbside and Small-Truck-Only Areas in EXHIBIT K by January 1, 2020.

- 1.17 Debris Box Services – “Debris Box Services” means Container service in excess of eight (8) cubic yards, for the collection of Mixed Compostable Materials, Recyclable Materials, Yard Trimmings, Construction and Demolition Debris or other materials. For billing purposes, all Debris Box Services are classified as Extra Services under this Agreement. Initial rates for Debris Box Services are specified in EXHIBIT B.
- 1.18 Designated Disposal Site – “Designated Disposal Site” means the Newby Island Landfill to which Franchisee is directed by Town to transport all residue to be disposed from materials collected under this Agreement pursuant to the terms of the Agreement for Disposal of Municipal Solid Waste between the Town and International Disposal Corp. of California entered into as of April 11, 1989, subject to the provisions in Section 8.1.1 of the Agreement.
- 1.19 Drive-on Service – “Drive-on Service” means fee-based On-Premise collection service that may be provided to Residential Service Recipients that request or require a collection vehicle to drive On-Premise to collect Recyclable Materials and Mixed Compostable Materials that have been set out for collection. Monthly Drive-on Service charges are assessed based on one-directional distance and are determined by measuring either (a) the distance between the closest Curbside Area and (i) the actual Container Set-out Location or (ii) the furthest point that a collection vehicle can drive if Walk-on Service is also provided if the collection vehicle is not required to first pass through a Small-Truck-Only Area; or (b) the distance between the boundary of the On-Street location in the Small-Truck-Only Area and (i) actual Container Set-out Location or (ii) the furthest point that a collection vehicle can drive if Walk-on Service is also provided if the collection vehicle is first required to pass through a Small-Truck-Only Area. Drive-on Service is not available for the collection of Yard Trimmings. Initial rates for Drive-on Service are specified in EXHIBIT B.
- 1.20 Excess Materials – “Excess Materials” means materials collected from the Service Recipient where the materials set out for collection on a one time or non-recurring basis is above the normal recurring subscription volume for Base Services and any Additional Services and/or exceeds the capacity of the container when its lid is closed. Collection of Excess Materials is provided at a non-recurring additional charge to the Service Recipient. Excess Materials includes Excess Mixed Compostable Materials, Excess Recyclable Materials and Excess Yard Trimmings that are collected on the normal day of collection. Initial rates for the collection of Excess Materials are specified in EXHIBIT B.
- 1.21 Extra Services – “Extra Services” means services described in Sections 5.3.5, 5.7.2, and 5.9, which are requested by the Service Recipient above the normal services on a one time or non-recurring basis, and which are provided at a non-recurring additional charge to the Service Recipient. Extra Services includes service to collect Extra Mixed Compostable Materials on a day other than the normal day of service, Bulky Goods collection, Debris Box Services or Bin-by-the-Day Services that may or may not be on the normal day of service. Initial rates for the Extra Services are specified in EXHIBIT B.
- 1.22 Force Majeure – “Force Majeure” means acts of God, fire, landslides, storms, floods, earthquakes, epidemics, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, public riots, accidents to equipment that are not the fault of Franchisee through lack of maintenance, negligence or otherwise, governmental restraint, unavailability of a disposal site, and any other event which could not with reasonable diligence be controlled or prevented by the party affected by the event.

- 1.23 Franchise Area – “Franchise Area” means the entire area within the city limits of Town at the time of execution of the Agreement, and any areas that may be annexed to Town during the term of this Agreement.
- 1.24 Franchisee – “Franchisee” means GreenWaste Recovery, Inc.
- 1.25 Garbage – “Garbage” means putrescible wastes including kitchen and table food wastes; food soiled paper, animal or vegetable wastes resulting from storage, preparation, cooking, processing, or handling of food or food stuffs; non-putrescible wastes that are mixed in the same container with or are contaminated by putrescible wastes; infectious wastes, such as used tissues, which are normally produced at residential premises; small dead animals not exceeding ten (10) pounds in weight; and any putrefactive or easily decomposable waste material which is likely to attract flies, vermin, birds or rodents. Garbage does not include Recyclable Materials, Yard Trimmings, Manure, or Hazardous Materials.
- 1.26 Hazardous Materials – “Hazardous Materials” means any material or combination of materials which because of its quantity, concentration, or physical, chemical or infectious characteristics may either: (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. Hazardous Materials include, but is not limited to, hazardous wastes as defined under California or United States law or any regulations promulgated pursuant to such law, as such law or regulations may from time to time be amended.
- 1.27 Holidays – “Holidays” shall mean January 1, Thanksgiving Day, and December 25.
- 1.28 Manure – “Manure” means stable matter (and other waste matter normally accumulated in stables or in livestock or poultry enclosures), and does not include Recyclable Material, Yard Trimmings (unless collected as Compostable Material) or Hazardous Materials.
- 1.29 Mixed Compostable Materials – “Mixed Compostable Materials” also referred to as gray materials means (i) Garbage and/or Manure that is separated from Yard Trimmings and collected Curbside or (ii) Garbage, Yard Trimmings and Manure that are collected On-Premise. Mixed Compostable Materials do not include Recyclable Materials or Hazardous Materials.
- 1.30 Non-Collection Notice – “Non-Collection Notice” means a two-part form used to notify a Service Recipient of the reasons for not collecting Mixed Compostable Materials, Recyclable Materials and Yard Trimmings set out by the Service Recipient for collection by Franchisee pursuant to Section 5.1.4 of this Agreement.
- 1.31 Non-Compostable Materials – “Non-Compostable Materials” means those Garbage, Yard Trimmings and/or Manure that have been separated by Service Recipients from Recyclable Materials and are collected by Franchisee and delivered for Processing that require disposal because they are:
- a) Not acceptable Mixed Compostable Materials, or
 - b) Are acceptable Mixed Compostable Materials but are:
 - i. Too large to compost in a commercial Composting facility without additional resource inputs that are not commercially reasonable or feasible, or
 - ii. Covered, wrapped, sealed or soiled with or by a material or material(s) that inhibits or prevents Compostability, or
 - iii. Not able to fully compost in a commercial Composting facility in a commercially reasonable timeframe.

- 1.32 Non-Recyclable Materials – “Non-Recyclable Materials” means those materials that have been separated by Service Recipients from Garbage, Yard Trimmings or Mixed Compostable Materials and are collected by Franchisee and delivered for processing that require disposal because they are:
- a. Not Acceptable Recyclable Materials pursuant to EXHIBIT A, or
 - b. Are Acceptable Recyclable Materials but are:
 - i. Not free of food/liquid, or
 - ii. Free of food/liquid but:
 1. Are smaller than two (2) inches to two and one-half (2.5) inches and/or are not recoverable using industry-standard processing equipment or otherwise commercially reasonable methods, or
 2. Where no commercially reasonable market exists for their disposition to be purchased as commodities and recycled.
- 1.33 Non-Residential Service Recipient – “Non-Residential Service Recipient” means a business, school, church or other commercial enterprise, which subscribes for service by Franchisee. Non-Residential Service Recipients generating less than ninety-six (96)-gallons (up to three (3) cans) of Mixed Compostable Materials and Yard Trimmings per week may subscribe for service as Residential Service Recipients.
- 1.34 Notice of Improper Set-out – “Notice of Improper Set-out” means a two-part form used to notify Service Recipient(s) that Mixed Compostable Materials, Recyclable Materials and Yard Trimmings have not been properly prepared, and to notify Service Recipient(s) how to properly prepare materials for collection by Franchisee pursuant to this Agreement as mutually agreed to by City Manager and Franchisee.
- 1.35 On-Premise – “On-Premise” means the collection location is on property that is privately owned and/or maintained, in whole or in part and two (2) or fewer Service Recipients receive collection services via such real property. Drive-on Service and Walk-on Service are On-Premise services. Mixed Compostable Materials and Recyclable Materials may be collected On-Premise. Yard Trimmings are not collected On-Premise.
- 1.36 On-Street – “On-Street” means a collection location within a Small-Truck-Only Area where material is set-out for collection along the frontage of a Residential Service Recipient’s real property that is within ten (10) feet of the real property that is privately owned and/or maintained, in whole or in part, where Franchisee’s collection vehicle is traveling to provide collection services to other Service Recipients in the Small-Truck-Only Area. Mixed Compostable Materials and Recyclable Material may be collected On-Street, Yard Trimmings are not collected On-Street.
- 1.37 Payment for Extra Services – “Payment for Extra Services” means remuneration to Franchisee for services provided pursuant to Sections 5.3.5, 5.7.2, and 5.9.
- 1.38 Recyclable Materials – “Recyclable Materials” also referred to as blue materials means those materials designated in EXHIBIT A of this Agreement that have been separated by the Service Recipient from other discards including Garbage and Yard Trimmings or Mixed Compostable Materials and set-out for collection as Recyclable Materials. Recyclable Materials may be either a mixed stream of commingled Acceptable Recyclable Materials, or a stream consisting of a single type of acceptable Recyclable Materials (such as cardboard). The parties may, by mutual written agreement, add additional materials or remove materials from EXHIBIT A and pursuant to Section 10.4 of this Agreement. Recyclable Materials includes small dry-cell batteries and compact fluorescent light bulbs in sealed (e.g., Zip-Lock) plastic bags, but no more than one bulb may be placed in each bag, and excludes compact fluorescent lamp tubes, and shall place these items on

- top of (not inside) their Recyclable Materials Container. Recyclable Materials does not include Garbage, Yard Trimmings, Manure or Hazardous Materials.
- 1.39 Residential Service Recipient – “Residential Service Recipient” means all residences; and may also mean business which generate less than ninety-six (96) gallons (or not more than three (3) thirty-two (32) gallon cans) of Mixed Compostable Materials and Yard Trimmings per week.
- 1.40 Residue – “Residue” means all Non-Recyclable Materials and all Non-Compostable Materials remaining after processing and/or Composting that require Disposal.
- 1.41 Set-out Location – “Set-out Location” means the location where a Service Recipient places their Containers for collection that may be either Curbside, On-street or On-Premise.
- 1.42 Service Rates – “Service Rates” means the rates charged to a Service Recipient for services provided by Franchisee pursuant to this Agreement. Initial Service Rates in effect at the beginning of this Agreement are specified in EXHIBIT B.
- 1.43 Service Recipient – “Service Recipient” means any residence or business located in Town which subscribes to collection services by Franchisee pursuant to Article 5 of this Agreement; and includes services to Town pursuant to Section 5.12.
- 1.44 Small-Truck-Only Area – “Small-Truck-Only Area” means an area where access to Residential Service Recipients premises and/or Set-out Locations require Franchisee use a smaller collection vehicle; where Service Recipients request a smaller vehicle; where Franchisee’s collection vehicle must leave a road designated as Curbside and travel onto or traverse more than ten (10) feet onto real property that is privately owned and/or maintained, in whole or in part; and/or where three (3) or more Residential Service Recipients receive collection services. A Residential Service Recipient may receive On-Premise collection services within a Small-Truck-Only Area. A Small-Truck-Only Area may lose its designation if a Residential Service Recipient(s) prevents Franchisee from driving onto such private property and/or if fewer than three (3) Residential Service Recipients receive collection services in the area, in which case collection services will either become Curbside or On-Premise. Mixed Compostable Materials and Recyclable Materials may be collected in Small-Truck-Only Areas. Yard Trimmings are not collected in Small-Truck-Only Areas. A list of roads in the Town where set-out is considered a Small-Truck-Only Area is attached as EXHIBIT K. To serve the best interest of Service Recipients that may present unique circumstances regarding their Set-out Locations and particular roads or road segments, the City Manager and Franchisee mutually agree to finalize a list of Curbside and Small-Truck-Only Areas in EXHIBIT K by January 1, 2020.
- 1.45 Town – “Town” means the Town of Los Altos Hills.
- 1.46 Town Representative – “Town Representative” means the City Manager, or such Town employee as the City Manager may designate.
- 1.47 Yard Trimmings – “Yard Trimmings” also referred to as green materials means tree trimmings that are less than six (6) inches in diameter, shrubbery prunings, vegetative garden wastes, dead plants, weeds, leaves, grass clippings and other vegetative matter. Yard Trimmings also means Christmas trees that are cut to lengths of not more than five (5) feet, and which are free of plastics or other contaminants. Yard Trimmings does not include Recyclable Materials, Garbage, Manure or Hazardous Materials.

- 1.48 Yard Trimmings Collection – “Yard Trimmings Collection” means the collection of Yard Trimmings from Service Recipients as set forth in Section 5.5.
- 1.49 Yard Trimmings Containers – “Yard Trimmings Containers” means rigid containers provided by the Service Recipient, the combined weight of the container and the Yard Trimmings shall not exceed sixty (60) pounds; or wheeled carts provided by the Franchisee for collection of Yard Trimmings.
- 1.50 Walk-on Service – “Walk-on Service” means fee-based On-Premise collection service that may be provided to Residential Service Recipients where Recyclable Material and/or Mixed Compostable Materials are set-out for collection On-Premise or in a location that is greater than ten (10) feet from where a collection vehicle can reasonably access, where the Containers are not easily accessible by the collection vehicle, or where the service is requested by the Service Recipient. Monthly Walk-on Service charges are assessed based on one-directional distance and are determined by measuring the distance between (i) the location where the collection vehicle stops and the driver dismounts and (ii) the location where the Containers are located. If Walk-on Services are provided to Containers that are in more than one location and the one-directional distance is different between set-out locations, Walk-on Services will be charged based on the distance for each Container. Walk-on Service is not available for the collection of Yard Trimmings. Initial rates for Walk-on Service are reflected in EXHIBIT B.
- 1.51 Working Day – “Working Day” means Monday through Saturday.

ARTICLE 2 TERM OF AGREEMENT

- 2.1 Term – The Term of this Agreement shall be from July 1, 2019 to June 30, 2034, subject to Article 17 of this Agreement. Collection services shall commence on July 1, 2019.

ARTICLE 3 EXCLUSIVE PRIVILEGE

- 3.1 Grant of Exclusive Franchise to Franchisee – Pursuant to California Public Resources Code Sections 40059 and 49300, Town hereby grants to Franchisee the exclusive franchise to perform the Residential, Non-Residential and Debris Box collection services described in Article 5 for the Term of this Agreement.

- A. Collect and transport for recycling and composting all Mixed Compostable Materials generated in the Franchise Area, subject to the conditions, restrictions and covenants of this Agreement.
- B. Collect and transport for processing all Recyclable Materials generated in the Franchise Area, subject to the conditions, restrictions and covenants of this Agreement.
- C. Collect and transport for processing all Yard Trimmings generated in the Franchise Area, subject to the conditions, restrictions and covenants of this Agreement.

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

- A. Collection and processing of any recyclable materials not specifically included in the definition of Recyclable Materials, which have value equal to or more than the cost of collection, including scrap wood, individual pieces of scrap metal weighing more than forty (40) pounds, and other Recyclable Materials. Other persons or service providers shall maintain the right to pay Service Recipients for source separated Recyclable Materials and

Service Recipients may receive compensation for such materials; however, other persons or service providers may not receive payment or compensation of any type by the Service Recipient for the collection or processing of such materials.

- B. Collection of grease wastes from grease traps or grease interceptors.
- C. Collection of horse manure from residences or non-residential properties.
- D. Collection of Hazardous Materials.
- E. Collection of Non-Hazardous Materials that is greater than fifty percent (50%) liquid (including septic tank pumpings, and other liquid wastes).

3.3 Recycling Options of Service Recipients – Nothing in this Agreement shall be construed as requiring Service Recipients to set out Recyclable Materials or Bulky Goods for collection by Franchisee. Service Recipients may dispose of Recyclable Materials and Bulky Goods through other appropriate means including, but not limited to, taking Recyclable Materials or Bulky Goods to drop-off facilities, and donating or selling Recyclable Materials or Bulky Goods to private or public entities.

3.4 Commingling of Mixed Compostable Materials, Recyclable Materials and Yard Trimmings.

3.4.1 Commingling of Town Mixed Compostable Materials with Recyclable Materials and Yard Trimmings – Franchisee shall not commingle, in the collection vehicles or at the processing facility or otherwise, any Mixed Compostable Materials collected pursuant to this Agreement with any Recyclable Materials separated for collection by the resident pursuant to this Agreement, unless specifically approved in advance in writing by the City Manager.

3.4.2 Commingling of Non-Town Recyclable Materials and Yard Trimmings – Franchisee may commingle, in the collection vehicles, Mixed Compostable Materials, Recyclable Materials or Yard Trimmings collected pursuant to this Agreement with any materials collected by Franchisee from any place outside Town, only if Franchisee can continue to provide accurate and complete data, and audited records of the types and amounts of Recyclable Materials and Yard Trimmings collected from within and outside Town.

3.5 Use of Recycled Products – Franchisee is requested to use, wherever feasible in the performance of services under this Agreement, products or materials which contain recycled materials content. Franchisee is requested to report their use of recycled content products to Town.

ARTICLE 4 TRANSITION SERVICES

4.1 Technical Proposal and Transition Plan – Franchisee has provided a detailed Technical Proposal and Transition Plan that reflects a new approach to providing collection and processing services that will continue to position the Town at the forefront of solid waste management, will maximize diversion, and move toward a cost-of-service “pay-as-you-throw” rate model. Franchisee’s Technical Proposal and Transition Plan details all aspects of Franchisee’s services and is included as EXHIBIT I.

4.2 New Program Roll-Out – Franchisee has included a detailed plan to roll-out new services and phase-in a new rate structure that is included as EXHIBIT J.

ARTICLE 5 COLLECTION SERVICES

5.1 General Provisions

5.1.1. Beginning July 1, 2019 and continuing through the end of the Term of this Agreement, Franchisee shall perform collection services as provided in this Article 5. All such services shall be performed in a thorough and professional manner regardless of weather conditions and difficulty of collection. Except as provided in Section 18.26, all collection services shall occur only between the hours of 8:00 AM and 6:00 PM, unless specifically approved in advance in writing by the City Manager.

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

5.1.3 Franchisee shall utilize smaller collection vehicles to service Small-Truck-Only Areas and shall provide On-Premise collection services to collect Mixed Compostable Materials and/or Recyclable Materials upon request and for an additional charge at the initial rate as specified in EXHIBIT B.

5.1.4 Non-Collection Notices for Mixed Compostable Materials, Recyclable Materials and Yard Trimmings shall indicate the date and time the notice was prepared, the driver's initials, the complete address of the premises, the reason why the collection was not made, and the manner in which materials should be prepared for future collection. Franchisee shall leave a card stock copy at the premises by affixing it to the container holding the materials not being collected, and shall retain one copy. The form of this notice will be mutually agreed to by City Manager and Franchisee.

5.1.5 Except when material is being loaded or unloaded, or when the vehicle is on route in the process of collection, Franchisee shall at all times keep Mixed Compostable Materials, Recyclable Materials and Yard Trimmings loads completely covered so as to prevent litter, leakage or spillage from the collection vehicle. Franchisee shall immediately clean up any litter, leakage or spillage which occurs during collection and transport. In addition to the Adjustments for Damages specified in Section 13.4 of this Agreement, Franchisee shall reimburse Town for all costs incurred by Town in the cleanup of all litter created by Franchisee in the performance of this Agreement and not cleaned up by Franchisee.

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

5.2. Holiday Service – Franchisee shall not be required to perform any services under this Agreement on Holidays. Collection services that would be performed under this Article 5, were it not for the Holiday, shall be rescheduled one (1) day later (to the next Working Day) for the remainder of the week following the Holiday, unless otherwise specifically approved in advance in writing by the City Manager. Franchisee shall provide written notice of the rescheduling of any other services affected by Holidays to each affected Service Recipient at least thirty (30) days in advance of the rescheduled service.

5.3. Residential Mixed Compostable Materials Collection.

5.3.1. Provision of Mixed Compostable Materials Carts – Franchisee shall provide Residential Service Recipients with one (1) 20-, 32-, 64-, or 96-gallons gray Mixed Compostable Material Cart as part of Base Services and additional Mixed Compostable Materials Carts upon request and for a recurring additional charge. Shared Mixed Compostable Bins in Small-Truck-Only Areas may be provided in lieu of Carts accordance with Section 5.3.7 of this Agreement. Mixed Compostable Materials Containers shall be delivered to Residential Service Recipients within one (1) week of the request. Residential Service Recipients may change the size of their Mixed Compostable Materials Container that is part of Base Services and may request the delivery or removal of additional Mixed Compostable Materials Containers once annually for no additional charge.

5.3.2. Frequency of Collection – Franchisee shall provide regular, scheduled collection of Mixed Compostable Materials collection from each Residential Service Recipient in Town on a once-per-week basis, on a Monday through Friday schedule, except following Holidays.

5.3.3 Collection Location – Weekly collection shall be made from Mixed Compostable Materials Containers provided by Franchisee that are placed Curbside and of Mixed Compostable Carts On-Street if the Service Recipient is in a Small-Truck-Only Area. Alternatively, Franchisee shall make weekly collection of Mixed Compostable Materials On-Premise upon Service Recipient request and for an additional charge at the initial rate as specified in EXHIBIT B.

5.3.4 Excess Mixed Compostable Materials – Franchisee shall collect Mixed Compostable Materials in excess of the Service Recipient’s subscribed level of service on the normal day of collection when the Service Recipient has called and made arrangements with Franchisee at least one (1) day in advance of the regular collection day to schedule the collection and make the appropriate payment, has pre-purchased and is using Excess Mixed Compostables Materials stickers or vouchers or has placed a standing order on their account where there is no ambiguity as to the origin of the materials at the Set-out Location (e.g. on Service Recipient property). Excess Mixed Compostable Materials must be properly labeled and either be placed in a rigid or otherwise durable and lidded container provided by the Service Recipient where the combined weight of a rigid container is less than sixty (60) pounds in weight, or in a black or dark cinched and secured bag where the contents are less than thirty (30) pounds in weight.

5.3.5. Extra Mixed Compostable Materials Additional Collection – Franchisee shall collect Extra Mixed Compostable Materials from Service Recipients on other than the normal day of service when the Service Recipient has called and made arrangements with Franchisee to provide Extra Services for additional charges in accordance with the rate schedule in EXHIBIT B.

5.3.6. Non-Collection – Franchisee shall not be required to collect any Mixed Compostable Material that is not placed in an approved or Franchisee-provided Mixed Compostable Materials Container or set out in a manner that is not in conformance with Section 5.3.4 of this Agreement. Franchisee shall not be required to collect Mixed Compostable Materials when the volume of the

Mixed Compostable Materials exceeds the capacity of the Mixed Compostable Materials Container when its lid is closed. Franchisee may, in its sole discretion, collect the Mixed Compostable Material that was improperly set-out or that exceeded the capacity of the Cart and charge the Service Recipient the applicable non-recurring Excess Materials rate in accordance with the rate schedule in EXHIBIT B and leave a Notice of Improper Set-out indicating that the materials were collected and that an additional charge will be applied. Franchisee shall provide targeted education to notify the Service Recipient of the proper way to prepare Excess Materials and/or encourage the Service Recipient to increase their Base Services level and/or subscribe to Additional Services. In the event of non-collection, Franchisee shall leave a Non-Collection Notice.

5.3.7 Shared Mixed Compostables Services – Franchisee shall allow Residential Service Recipients in Small-Truck-Only Areas to request shared Mixed Compostable Materials collection services in a Bin collected in a Curbside Area instead of individual Mixed Compostable Materials collection services in Carts and shall provide such services if approved by the Town. Franchisee shall issue one (1) bill for services monthly in arrears, billed at the approved Base Service rates to one (1) designated responsible Service Recipient that shall assume all financial responsibility associated with the provision of shared services. The shared Mixed Compostable Materials Bin shall be sized to reflect a minimum weekly recurring Mixed Compostables collection services volume, calculated by adding the highest level of individual service for each participating Service Recipient during the prior six (6) month period, rounded up to the next available cubic yard Bin size, if needed. Charges shall be calculated by adding the individual Base Service charges for each participating Service Recipient’s maximum subscription level during that prior six (6) month period in accordance with the rate schedule in EXHIBIT B. Only the designated responsible Service Recipient may request an adjustment in the size of the shared Mixed Compostables Bin and associated charges by requesting an increase or decrease in Mixed Compostables Service. If, during the course of the provision of service, participating Service Recipients are added or removed from the Shared Mixed Compostables Services, the new minimum Mixed Compostables collection services volume and charges shall be adjusted in accordance with the method described above. Each participating Service Recipient shall be required to maintain an account with Franchisee and shall be entitled to receive all services provided to Residential Service Recipients as part of the Base Service package. All shared Mixed Compostables collection Service Recipients in a Small-Truck-Only Area will be subject to the fee for On-Premise collection service that will be added to the centralized bill unless the Set-out Location for all Recyclable Material Carts is also in the Curbside Area. Shared Mixed Compostables Bins must have the lids closed at all times, and any overages or excess Mixed Compostable Material set-outs placed adjacent to the Mixed Compostables Bin shall be collected and charged to the designated responsible Service Recipient.

5.4. Residential Recyclable Materials Collection.

5.4.1. Frequency of Collection – Franchisee shall provide regular, scheduled collection of Recyclable Materials from each Residential Service Recipient every week, on the same day of the week that Franchisee performs Mixed Compostable Materials Collection services. Recyclable Materials shall be collected from Recyclable Materials Containers placed adjacent to the Mixed Compostable Materials Containers.

5.4.2. Provision of Recycling Carts – Franchisee shall provide Residential Service Recipients one (1) blue 96-gallon Recyclable Materials Cart as part of Base Services and additional Recyclable Materials Carts upon request and for an additional recurring charge. Recyclable Materials Carts shall be delivered to Residential Service Recipients within one (1) week of the request. Residential Service Recipients may request the removal of additional Recyclable Materials Carts once annually for no additional charge.

All Recyclable Materials Containers provided by Franchisee pursuant to this Agreement shall become the property of Town at the termination of this Agreement. Recyclable Materials Containers shall be labeled for "Recycling" and "Property of the Town of Los Altos Hills." Recyclable Materials Containers shall not be marked with the Green Waste Recovery name or logo.

5.4.3 Collection Location – Weekly collection shall be made from Recyclable Materials Carts provided by Franchisee that are placed Curbside and of Recyclable Materials On-Street if the Service Recipient is in a Small-Truck-Only Area. Alternatively, Franchisee shall make weekly collection of Recyclable Materials On-Premise upon Service Recipient request and for an additional charge at the initial rate as specified in EXHIBIT B, as appropriate.

5.4.4. Excess Recyclable Materials – Franchisee shall collect Recyclable Materials in excess of the Service Recipient's subscribed level of service on the normal day of collection when the Service Recipient has called and made arrangements with Franchisee at least one day in advance of the regular collection day to schedule the collection and make the appropriate payment, has pre-purchased and is using Excess Recyclable Materials stickers or vouchers or has placed a standing order on their account where there is no ambiguity as to the origin of the materials at the Set-out Location (e.g. on Service Recipient property). Excess Recyclable Materials must be properly labeled, set out next to the Recyclable Materials Cart and either be placed in a rigid or otherwise durable and lidded container provided by the Service Recipient where the combined weight of a rigid container is less than sixty (60) pounds in weight, or in a cinched and secured bag where the contents are less than thirty (30) pounds in weight. Service Recipient may set flattened, bundled and tied or otherwise secured cardboard boxes, which are too large to fit in the Recyclable Materials Cart, next to the Recyclable Materials Cart.

5.4.5 Non-Collection – Franchisee shall not be required to collect any Recyclable Materials that contain more than five percent (5%) by volume of Non-Recyclable Materials or that are set out in a manner that is not in conformance with Section 5.4.4 of this Agreement. Franchisee shall not be required to collect Recyclable Materials when the volume of the Recyclable Materials exceeds the capacity of the Recyclable Materials Cart when its lid is closed. Franchisee may, in its sole discretion, collect the Recyclable Material that was improperly set-out, that was contaminated or that exceeded the capacity of the Cart and charge the Service Recipient the applicable non-recurring Excess Recyclable Materials in accordance with the rate schedule in EXHIBIT B and leave a Notice of Improper Set-out indicating that the materials were collected and that an additional charge will be applied. Franchisee shall provide targeted education to notify the Service Recipient of the proper way to prepare Excess Yard Trimmings, inform the Service Recipient on acceptable Yard Trimmings, and/or encourage the Service Recipient to increase their Base Services level and/or subscribe to Additional Services. In the event of a non-collection, Franchisee shall leave a Non-Collection Notice.

5.5. Yard Trimmings Collection.

5.5.1. Frequency Of Collection – Franchisee shall provide regular, scheduled Curbside collection of source-separated Yard Trimmings from Residential Service Recipients, every week on the same day of the week that Franchisee performs Mixed Compostable Materials collection services.

5.5.2. Yard Trimmings Carts –Franchisee shall offer two (2) green 96-gallon Yard Trimmings Carts to Residential Service Recipients as part of Base Services and additional Yard Trimmings Carts upon request and for an additional recurring charge. Yard Trimmings Carts shall be delivered

to Residential Service Recipients within one (1) week of request. Residential Service Recipients may request the removal of additional Yard Trimmings Carts once annually for no additional charge.

5.5.3 Collection Location – Weekly collection shall be made from Yard Trimmings Carts provided by Franchisee that are placed Curbside. Alternatively, Franchisee shall make weekly collection of Yard Trimmings Materials On-Premise Walk-on Service in Curbside Areas upon Service Recipient request and for an additional charge at the initial rate as specified in EXHIBIT B, as appropriate. Yard Trimmings collection services are not provided for either (a) On-Premise Drive-on Service in Curbside Areas; or (b) Small-Truck-Only Areas, whether On-Street or On-Premises.

5.5.4. Excess Yard Trimmings – Franchisee shall collect Yard Trimmings in excess of the Service Recipient's subscribed level of service on the normal day of collection when the Service Recipient has called and made arrangements with Franchisee at least one (1) day in advance of the regular collection day to schedule the collection and make the appropriate payment, has pre-purchased and is using Excess Yard Trimmings stickers or vouchers or has placed a standing order on their account where there is no ambiguity as to the origin of the materials at the Set-out Location (e.g. on Service Recipient property). Excess Yard Trimmings must be properly labeled, set out next to the Yard Trimmings Container, and either (a) be placed in a rigid or otherwise durable and lidded container or paper bag up to ninety-six (96) gallons as provided by the Service Recipient, where the combined weight is less than sixty (60) pounds in weight; or (b) if appropriate, bundles secured with twine or similar material not to exceed three (3) feet by three (3) feet by three (3) feet (3' x 3' x 3'). Franchisee shall provide Service Recipients with four (4) vouchers annually to periodically set out materials accepted in the Yard Trimmings stream at no additional charge, as set forth in EXHIBIT I. Additional vouchers for Yard Trimmings will be made available for purchase as Excess GREEN Material in accordance with the rate schedule in EXHIBIT B.

5.5.5. Non-Collection – Franchisee shall not be required to collect any Yard Trimmings that contain more than one percent (1%) by volume of Non-Yard Trimmings or are set out in a manner that is not in conformance with Section 5.5.3 of this Agreement. Franchisee shall not be required to collect Yard Trimmings when the volume of the Yard Trimmings exceeds the capacity of the Yard Trimmings Cart when its lid is closed. Franchisee may, in its sole discretion, collect the Yard Trimmings that were improperly set-out, that were contaminated or that exceeded the capacity of the Cart and charge the Service Recipient the applicable non-recurring Excess Yard Trimmings in accordance with the rate schedule in EXHIBIT B and leave a Notice of Improper Set-out indicating that the materials were collected and that an additional charge will be applied. Franchisee shall provide targeted education to notify the Service Recipient of the proper way to prepare Excess Recyclable Materials, inform the Service Recipient on acceptable Recyclable Materials, and/or encourage the Service Recipient to increase their Base Services level and/or subscribe to Additional Services. In the event of non-collection, Franchisee shall leave a Non-Collection Notice.

5.5.6 Christmas Tree Collection – As part of the Yard Trimmings Collection Program, Franchisee shall collect, on the normal Yard Trimmings Collection schedule, all unornamented Christmas trees which are set out next to the Yard Trimmings Carts in the first twenty-eight (28) calendar days following December 26 of each year for the Term of this Agreement. Franchisee shall not be required to collect ornamented trees, nor shall Franchisee be required to collect trees, or parts of trees, which are over six (6) feet in length.

5.6. Missed Pick-Ups – The failure of Franchisee to pick up Mixed Compostable Materials, Recyclable Materials or Yard Trimmings which have been set out by a Service Recipient in Town on time and in a Franchisee-provided Container or excess Mixed Compostable Materials, Recyclable Materials or Yard

Trimming in a manner that conforms to Section 5.3.4, 5.4.4 or 5.5.4 of this Agreement shall be considered a missed pick-up. If Franchisee is notified of a missed pick-up by 9:00 AM on the business day following the scheduled collection day for the Service Recipient, Franchisee shall collect the missed pick-up on the day of notification. If the Franchisee is notified after 9:00 AM on the business day following the scheduled collection day for the Service Recipient, Franchisee shall collect the material from the Service Recipient within twenty-four (24) hours of Franchisee being notified of the missed pick-up, except where collection on a Sunday or Holiday would be required, in which case Franchisee may perform the collection of a missed pick-up on the first working day immediately following the date of notification.

Franchisee shall maintain a written record of all calls relating to missed pick-ups and the response provided by Franchisee. The record shall be maintained in accordance with the reporting and monitoring requirements of Article 11 of this Agreement.

In the event Franchisee fails to collect a missed pick-up within the times set forth in this Section, Town or its agents may collect and transport the material. Town shall notify Franchisee in writing whenever Town or its agent collects a missed pick-up. Town may require Franchisee to pay Liquidated Damages for any costs incurred by Town in collecting a missed pick-up, as provided in Section 13.4 of this Agreement.

5.7 Non-Residential Mixed Compostable Materials Bin Service.

5.7.1 Frequency of Collection – Franchisee shall provide appropriate Mixed Compostable Materials Containers to each Non-Residential Service Recipient and shall collect Mixed Compostable Materials from each Non-Residential Mixed Compostable Materials Container at least once-per-week, Monday through Saturday, and as often as needed to prevent overages on a normal basis in accordance with the rate schedule in EXHIBIT B. Franchisee shall encourage Non-Residential Service Recipients to maximize their Container size in order to minimize collection frequency. Collection shall be made from Non-Residential Mixed Compostable Materials Containers placed at the point of service selected by the Service Recipient. Service Recipient shall be charged for On-Premise collection services and/or other special services are requested or required in accordance with the rate schedule in EXHIBIT B.

5.7.2 Extra Mixed Compostable Materials – Franchisee shall collect Mixed Compostable Materials from Non-Residential Service Recipients on other than on normal service days when the Service Recipient has called and made arrangements with Franchisee in advance to schedule the collection and make the appropriate payment in accordance with the rate schedule in EXHIBIT B.

5.7.3 Non-Collection – Franchisee shall not be required to collect any Mixed Compostable Materials that is not placed in an approved Non-Residential Mixed Compostable Materials Container. Franchisee shall not be required to collect Mixed Compostable Materials from an approved Non-Residential Mixed Compostable Materials Container where the weight of the Mixed Compostable Materials exceeds the limit set by the Franchisee for that size of container, or where the volume exceeds the capacity of the container when its lid closed. Prior to leaving the Mixed Compostable Materials uncollected, the driver shall make at least one attempt to contact the business to get them to correct the situation. In the event of non-collection, Franchisee shall leave a Non-Collection Notice.

5.8 Non-Residential Recyclable Materials Collection.

5.8.1 Frequency of Collection – Franchisee shall provide Recyclable Materials collection services to all Non-Residential Service Recipients service in accordance with the rate schedule in EXHIBIT B. Franchisee shall collect Recyclable Materials from each Non-Residential Service Recipient as often as necessary to minimize overages based on the volume of the containers provided by the

Franchisee. Franchisee shall encourage Non-Residential Service Recipients to maximize their Container size in order to minimize collection frequency.

5.8.2 Excess Recyclable Materials – In the event a Non-Residential Service Recipient has a greater quantity of Recyclable Materials than can normally be contained in the appropriate Containers provided by Franchisee, Franchisee shall collect such Excess Recyclable Materials on the same day Franchisee collects Recyclable Materials from the Service Recipient and charge the Service Recipient in accordance with the rate schedule in EXHIBIT B.

5.8.3 Non-Collection – Franchisee shall not be required to collect any Recyclable Materials that are not placed in Recyclable Materials Containers. Prior to leaving the Recyclable Materials uncollected, the driver shall make at least one (1) attempt to contact the Non-Residential Service Recipient to remedy the situation. In the event of a non-collection, Franchisee shall leave a Non-Collection Notice.

5.9 Bin-by-the-Day and Debris Box Services – In addition to the Extra Services provided for in Sections 5.3 to 5.8 of this Agreement, Franchisee shall also offer Mixed Compostable Materials, Recyclable Material or Yard Trimmings collection services as Bin-by-the-Day Services or in Debris Boxes on a schedule requested by the Residential or Non-Residential Service Recipient.

Bin-by-the-Day Services may be used by Service Recipients for a period not to exceed seven (7) days to dispose of Bulky Goods and oversized or large volumes of materials that would not fit into a Franchisee-provided Mixed Compostable Material, Recyclable Material or Yard Trimmings Container.

Debris Box Services may be used by Residential and Non-Residential Service Recipients to dispose of Bulky Goods and other oversized or large volumes of that would not fit into a Franchisee-provided Mixed Compostable Material, Recyclable Material or Yard Trimmings Container.

For billing purposes, all Debris Box Services and Bin-by-the-Day Services are classified as Extra Services under this Agreement and shall be billed in accordance with the rate schedule in EXHIBIT B.

5.9.1 Designated Facility – Franchisee shall haul Mixed Compostable Material, Recyclable Material or Yard Trimmings to the facilities designated and approved by Town. Town desires that franchisee haul the loads to processing facilities where the materials can be diverted from disposal.

5.9.2 Frequency of Collection – Franchisee shall provide containers for Extra Services to Residential and Non-Residential Service Recipients as requested. Franchisee shall collect Mixed Compostable Materials, Recyclable Materials or Yard Trimmings from each Bin-by-the-Day or Debris Box on the schedule requested by the Service Recipient, but not less often than once a week if they contain Mixed Compostable Materials.

5.9.3 Non-Collection – Franchisee shall not be required to collect any Bin-by-the-Day Container or Debris Box where the weight exceeds the limit set by the Franchisee for that size of container, or where the volume exceeds the capacity of the container. Prior to leaving any Bin-by-the-Day Container or Debris Box uncollected, the driver shall make at least one (1) attempt to contact the Service Recipient to get them to remedy the situation. In the event of non-collection, Franchisee shall leave a Non-Collection Notice.

5.10 Town-Wide Clean-Up Services – In partial consideration for granting the exclusive franchise granted to Franchisee, three (3) times per year, on a schedule mutually agreed upon by Franchisee and Town, Franchisee will provide a Town-wide clean-up service to residents of Town at no additional cost. Franchisee shall provide sufficient labor and equipment to provide the services described in EXHIBIT D of this Agreement.

Franchisee shall handle all materials received in a manner that will allow the maximum amount to be recycled, or otherwise diverted from landfill. Franchisee shall provide the services described in EXHIBIT D of this Agreement. The services required in this paragraph shall not serve to release Franchisee from its obligations under Section 5.12.

5.11 On-Call Clean-Up Services – Two (2) times per year, upon request, Franchisee will provide On-call Clean-up services to each Residential Service Recipient. Franchisee shall provide the services described in EXHIBIT E of this Agreement.

Franchisee shall handle all materials received in a manner that will allow the maximum amount to be recycled, or otherwise diverted from landfill. The services required in this paragraph shall not serve to release Franchisee from its obligations under Section 5.12.

5.12 Services to Town –Mixed Compostable Materials, Recyclable Materials and Yard Trimmings collection services described in Article 5 of this Agreement, and including collection of horse manure, shall be provided (1) to Town Hall, (2) to the Town Corporation Yard, (3) to the Little League Fields, and (4) other Town facilities designated by City Manager. In partial consideration for granting the exclusive franchise granted to Franchisee, there shall be no charge to Town for these services. Town shall select the locations, and Franchisee shall provide appropriate containers, and service them on a mutually agreed schedule that will prevent over-flow of the Containers.

5.13 Street Sweeping – In partial consideration for granting the exclusive franchise granted to Franchisee, Franchisee shall provide regular, scheduled street sweeping services sixteen (16) times per year to street segments listed in EXHIBIT G at no additional cost to the Town. Street sweeping services shall be provided twice a month for the six (6) months from October 1 through March 31, and four (4) times from April 1 through September 30. Franchisee shall provide Town with an annual street sweeping schedule that may be used to notify residents of these services.

Town and Franchisee acknowledge that during the Term of this Agreement it may be necessary or desirable to add or delete streets from the list. If streets are added or deleted and the change in the total centerline lineal feet is less than one percent (1%) as compared to the estimated centerline lineal feet in EXHIBIT G (<2,000 centerline feet), then those changes will be made at no additional credit or charge to the Town. If the Town desires to add additional lineal centerline feet that results in a change that is equal to or greater than one percent (1%) and not greater than ten percent (10%) as compared to the estimated centerline lineal feet EXHIBIT G (≥ 2000 and $\leq 10,000$ centerline lineal feet), then Franchisee agrees to add those services as requested in accordance with the rate schedule in EXHIBIT B. If the Town desires to add additional lineal centerline feet that results in a change that is greater than ten percent (10%), then Franchisee may require additional equipment, and the Town and Franchisee agree to meet and confer to discuss the associated cost per centerline lineal feet to add the additional streets or street segments and/or modify the list of existing streets in order to retain the pricing specified in EXHIBIT B.

In the operation of the street sweepers, Franchisee shall maintain good practices to leave the streets sufficiently free of refuse, litter, leaves, debris and dirt to meet applicable industry standards, and National Pollutant Discharge Elimination Services (NPDES) Program, State and Federal requirements.

Franchisee may transfer sweepings from the sweeper to a haul vehicle at the Town's Public Works Yard on Purissima Road. Franchisee shall be responsible for the proper disposal of all collected debris.

5.14 Service Recipient Changes – Town and Franchisee acknowledge that during the Term of this Agreement it may be necessary or desirable to add or delete Service Recipients for whom Franchisee will provide collection services.

5.15 Failure To Provide Collection Services – In the event Franchisee fails to provide any of the collection services as required under this Agreement, the Town may, but shall have no obligation to, and without waiving or relieving Franchisee of its obligation to provide such services, make such payment or perform such other act as Town deems appropriate to effectuate such services, pursuant to Section 13.6 of this Agreement.

5.16 Collection Time – Franchisee shall make a good faith effort to provide collection services at a consistent time of day for each Residential Service Recipient, and not to change the time of service more often than necessary, to maintain an efficient collection system.

ARTICLE 6 COLLECTION ROUTES

6.1 Collection Route Information – Franchisee shall maintain, and provide to Town within ninety (90) days of the Effective Date of this Agreement, and on request (up to two (2) times a year), within fifteen (15) working days, current and accurate maps indicating:

- A. Areas of collection including route numbers and truck numbers.
- B. Day of the week collection service is provided.
- C. Approximate time of collection (early or late AM, or early or late PM).
- D. Start point, end point, and the actual street-by-street course the collection vehicles follow on routes.
- E. Boundary of each individual route. Each adjoining route on the map shall be in a distinct color or pattern so that adjoining routes are clearly delineated. Franchisee shall provide the maps to Town both in hard copy and pdf format.
- F. A listing of the name, address and level of service for each Service Recipient.

6.2 Collection Route Changes – For any route changes proposed by Franchisee that will impact more than ten percent (10%) of Service Recipients, Franchisee shall submit to Town, in writing, the proposed change to routes (including by not limited to boundaries and addresses affected) not less than sixty (60) calendar days prior to the proposed date of implementation. Within thirty (30) calendar days of receipt of Franchisee's proposed change, Town shall provide written notice to Franchisee as to whether the proposed change is acceptable or not. Franchisee shall not implement any route changes without the prior written authorization of the City Manager. Franchisee shall notify all affected Service Recipients of any authorized route change affecting day of service at least two (2) weeks in advance of the change.

6.3 Route Audits – Town may, at Town's sole expense, perform a route audit. Town may hire a third party to conduct the route audit. Franchisee shall fully cooperate in the audit and supply all requested information to Town's Consultant in a timely manner at no cost to Town.

ARTICLE 7 COLLECTION EQUIPMENT

7.1 Equipment Specifications

7.1.1 General Provisions – All collection equipment used by Franchisee in the performance of this Agreement shall be of high quality. The vehicles shall be designed and operated so as to prevent Mixed Compostable Materials, Recyclable Materials, Yard Trimmings, or street sweepings from escaping from the vehicles.

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

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

7.1.4 Vehicle Signage – Franchisee's name, telephone number and vehicle number shall be visibly displayed on both sides of all collection vehicles in letters and figures not less than four (4) inches high.

7.1.5 Collection Vehicle Noise Level – The noise level generated by collection vehicles using compaction mechanisms during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle measured at an elevation of five (5) feet from above ground level using the "A" scale of a standard sound level meter at slow response. Franchisee shall cause the collection vehicles to be tested annually by an independent testing authority during the month of September or as otherwise mutually agreed to by the parties, and shall submit a certificate of testing showing that the vehicles meet the requirements of this Section 7.1.5.

7.1.6 Vehicle Certifications – For each collection vehicle used in the performance of services under this Agreement, Franchisee shall comply with all applicable federal, state, and local laws governing the operation of such vehicles. Franchisee shall maintain copies of such certificates and reports and shall make such certificates and reports available for inspection upon request by the City Manager.

Franchisee shall submit each of Franchisee's collection vehicles for inspection by the California Department of Motor Vehicles as required by State law. Franchisee shall not use any vehicle which does not pass such inspection, or fully comply with all applicable federal, state, and local laws.

7.1.7 Equipment Maintenance – Franchisee shall maintain collection equipment in a clean condition and in good repair at all times. All parts and systems of the collection equipment shall operate properly and be maintained in a condition satisfactory to Town. Collection vehicles shall be painted white, and vehicle striping and logos shall be painted Franchisee's primary corporate color. Franchisee shall repaint all collection vehicles (including vehicle striping) during the Term of this Agreement on a frequency necessary to maintain a positive public image as reasonably determined by the City Manager. Franchisee shall wash all collection vehicles on a frequency necessary to maintain a positive public image.

7.1.8 Maintenance Log – Franchisee shall maintain a maintenance log for all collection vehicles. The maintenance log shall at all times be accessible to Town upon the request of the City Manager, and shall show, at a minimum, each vehicle's identification number, date of purchase or initial lease, dates of performance of routine maintenance, dates of performance of additional maintenance, and description of additional maintenance performed.

7.1.9 Back-Up Equipment – Franchisee shall maintain sufficient back-up equipment to ensure uninterrupted collection service during the Term of this Agreement.

**ARTICLE 8
MATERIALS DISPOSAL**

8.1 Franchisee's Responsibility

8.1.1 Delivery of Materials – Franchisee shall transport all Non-Recyclable and Non-Compostable items collected, materials that cannot be processed and residues to be disposed of from processing Mixed Compostable Materials, Recyclable Materials and Yard Trimmings collected by Franchisee from Service Recipients, to the Newby Island Landfill pursuant to the terms of the Agreement for Disposal of Municipal Solid Waste between the Town and International Disposal Corp. of California entered into as of April 11, 1989. If disposal of materials at Newby Island Landfill is not available, the Town reserves the right to approve Franchisee's disposal at an alternative location if such new location results in increased rates to Service Recipients for services provided pursuant to this Agreement that exceed three percent (3%).

8.1.2 Franchisee's Acknowledgment – Franchisee acknowledges that Town will not arrange for or pay for the disposal of Non-Recyclable and Non-Compostable items collected, materials that cannot be processed or the residue from processing Recyclable Materials, Yard Trimmings, or Bulky Goods. Proper handling of all such materials is the sole responsibility of the Franchisee.

**ARTICLE 9
COMPOST DELIVERY AND DIVERSION CREDIT**

9.1 Compost – Franchisee shall transport and deliver to Town composted plant trimmings in the amount of up to ten percent (10%) of the tonnage of Yard Trimmings collected by Franchisee under this Agreement, to sites within the Franchise Area designated by City Manager. A schedule of delivery of compost to the designated sites shall be mutually agreed to by Franchisee and City Manager.

9.2 Diversion Credit – Franchisee shall, to the maximum extent practicable, ensure that Recyclable Materials and Yard Trimmings are collected and processed in a manner which will ensure that these materials will not be landfilled or used for other purposes at a landfill, and that Town will receive credit toward the State diversion mandates.

**ARTICLE 10
MISCELLANEOUS SERVICES**

10.1 Customer Relations Services

10.1.1 Franchisee's Office – Franchisee shall maintain an office within thirty (30) miles of Town Hall where Franchisee shall be available during normal business hours for communication with City Manager, other Town representatives, and the public.

10.1.2 Local Telephone Number – A customer service representative shall be available at the Franchisee's principal office, and shall be accessible by a local toll-free telephone number (with a 947- extension) to Town and Service Recipients at least during the hours of 8:00 AM to 5:00 PM, Monday through Friday, except for Holidays. The customer service representative shall be able to assist on any matters which relate to the Franchisee's performance of services under this Agreement. A telephone answering machine shall be available at all other times. The telephone number shall be listed under Franchisee's name in the local telephone directory.

10.1.3 Emergency Telephone Number – Franchisee shall maintain an emergency telephone number for use when the listed telephone number is not attended. The emergency telephone number shall be available only to Town’s Representative.

10.1.4 Service Recipient Inquiries and Complaints – All incoming calls shall be answered within a maximum of four (4) rings. No call shall be "on-hold" in excess of 2.5 minutes. If Town receives more than two (2) complaints a month regarding the amount of time Franchisee placed a caller on hold, liquidated damages covered under Section 13.4 shall be applied.

Franchisee shall make return calls to customers from messages received. Franchisee shall make three (3) attempts to return the call within twenty-four (24) hours of the receipt of the call. If Franchisee is unable to reach the caller in three (3) attempts, Franchisee shall send a postcard to the caller on the second working day after the call was received, indicating that the Franchisee has attempted to return the call. All attempts to contact the caller shall be recorded on the log kept by Franchisee.

Franchisee shall record all complaints in a log which includes the date, time, nature of the complaint, complainant's name and address (if the complainant is willing to give this information), and nature, date, and manner of resolution of complaint. This log shall be in a format approved by Town, and shall be available for inspection by Town during Franchisee's office hours.

10.2 Public Education & Outreach – The Franchisee shall implement all of the elements of the Franchisee's on-going Public Education and Outreach Plan described in EXHIBIT C of this Agreement. Any changes to the plan must be approved in advance by the City Manager or his or her designee. All printed materials produced by Franchisee relating to services provided under this Agreement, shall be approved by Town prior to being printed for distribution. A draft of all text and illustrations shall be provided to City Manager or his or her designee at least two (2) weeks in advance of production of the final document. Comments provided by the City Manager shall be incorporated, and the final version of the text and illustrations shall be acceptable to both Town and Franchisee.

10.3 Fire Prevention Service – Franchisee shall provide services described in EXHIBIT F of this Agreement in accordance with the rate schedule specified in EXHIBIT B. Franchisee shall provide all personnel and equipment required to complete these services in a timely manner. Franchisee shall provide all customer service support required to complete this service. Franchisee shall contact Service Recipients to inform them of this service, providing an annual list of dates. Franchisee shall verify that Service Recipients that use the service are from the Fire District service area.

Franchisee shall handle all materials received in a manner that will allow the maximum amount to be recycled, or otherwise diverted from landfill. The services required in this paragraph shall not serve to release Franchisee from its obligations under Section 5.13.

Should the Fire District wish to cancel an event, they will provide sufficient notice to allow the notification of residents.

10.4 Expanding the List of Acceptable Recyclable Materials

A. In the event Town or Franchisee proposes to add other materials to the list of Recyclable Materials to be collected, processed and marketed by Franchisee, such additional material shall be added to the list in EXHIBIT A of this Agreement, if mutually agreed to in writing by Town and Franchisee.

B. If Franchisee proposes the addition of the material, the proposal shall be in writing, and include the extent to which the addition of the proposed material would require a modification of the current Recyclable Materials collection vehicles, the use of an additional Recyclable Materials

Container, and the use of additional collection vehicles, and shall notify Town of the estimated costs of adding the proposed material.

C. If Town proposes such addition in writing, Franchisee shall submit a written proposal detailing how the materials would be handled and the cost of adding the materials within thirty (30) calendar days of Town's request.

Town shall respond in writing to Franchisee's description of changes and costs of implementation within thirty (30) calendar days of Franchisee's notification to Town. Both parties shall negotiate in good faith for the purpose of reaching an agreement for the addition of the proposed material and a schedule for the implementation of the collection of such material. The City Manager is authorized to negotiate on behalf of Town and to approve the additional material and implementation schedule, but any agreement which would result in additional revenue to Franchisee, shall not become effective unless approved by the City Council.

D. Franchisee shall notify all Service Recipients of the changes in materials being recovered before any changes in the program are implemented.

10.5 Emergency Services – Franchisee shall begin providing emergency services within 24-hours of notification by Town. Emergency services are services beyond the services specified in this Agreement, which result from emergency conditions such as earthquake, fire, flood, or other natural calamity, riot, insurrection public disobedience, labor controversy, labor strike, or similar condition which threaten the public health, safety and welfare. Town shall pay Franchisee for emergency services performed pursuant to this Section 10.5 in accordance with the rate schedule specified in EXHIBIT B. Emergency conditions do not include the results of failure of Franchisee to comply with the standards and procedures set forth in this Agreement.

Should Franchisee not be able to provide Emergency Services, Town, or its agents, may assume and carry out the Mixed Compostable Materials, Recyclable Materials and Yard Trimmings Collection services. During the duration of the emergency, Franchisee shall make available to Town all of the company's operable equipment and other facilities necessary for providing the services required under this Agreement. Revenues which would normally accrue to Franchisee during the time the emergency services are provided, less the amount of any payments for equipment, shall accrue and be payable to Town to be used to pay the emergency services operator.

During the emergency conditions, Town, or its agents, shall operate, maintain and repair, without cost to Franchisee, Franchisee's equipment and other facilities used by Town. Upon cessation of the emergency condition, the right to use such equipment shall expire and Town shall return said equipment to Franchisee in a condition substantially the same as that which existed upon acquiring said equipment, ordinary wear and tear excepted.

10.6 Disruption of Services

10.6.1 Substitute Collection – If, at any time during the Term of this Agreement, for a period of seventy-two (72) consecutive hours or more, Franchisee fails for any reason to collect and remove Mixed Compostable Materials, Recyclable Materials and Yard Trimmings as required in this Agreement, Town may immediately, upon written notice to Franchisee, cause such Mixed Compostable Materials, Recyclable Materials and Yard Trimmings to be collected and removed by whatever means available to Town. For so long as Franchisee continues to collect fees from Service Recipients pursuant to Section 12.3 of this Agreement, Franchisee shall pay any and all costs incurred by Town for the provision of such substitute services.

10.6.2 Use of Equipment – In the event Franchisee fails to collect and remove Mixed Compostable Materials, Recyclable Materials and Yard Trimmings as required in this Agreement, for a period of seventy-two (72) consecutive hours or more, Town, upon written notice to Franchisee, may (but shall not be required to) take possession of and operate through its employees or any other properly

licensed persons, any and all trucks and other equipment used by the Franchisee for the collection and removal of Mixed Compostable Materials, Recyclable Materials and Yard Trimmings in the Franchise Area until such time, not to exceed one-hundred-twenty (120) days, as Franchisee satisfies Town that it is ready, able and willing to comply with all the provisions of this Agreement. In this event, Franchisee shall provide Town with driver route listings and necessary operational records. For so long as Franchisee continues to collect fees from Service Recipients pursuant to Section 12.3, Franchisee shall reimburse Town in full for any costs incurred by Town pursuant to this Section 10.6.2. Town shall indemnify and hold harmless Franchisee from and against any damage to such equipment or liability to any third person injured or damaged as a result of Town's use or possession of such equipment, to the extent such damage or liability is not covered by insurance. Employees of Franchisee, including management employees, may be employed by Town during any period in which Town temporarily assumes the obligations of Franchisee under this Agreement.

10.6.3 Strike or Labor Dispute – The parties hereby agree that in the event a strike or labor dispute occurs, this Agreement shall not terminate for the duration of the strike or labor dispute, provided that Franchisee uses its best efforts to insure that its obligations under this Agreement do not go unperformed for a period greater than seventy-two (72) hours (excluding weekends). In order to insure that its obligations under this Agreement are adequately performed, Franchisee may subcontract the performance of services required under this Agreement with entities not affiliated with Franchisee. In the event that Town assumes responsibility for Mixed Compostable Materials, Recyclable Materials and Yard Trimmings handling services in Town, Franchisee shall maintain an unobstructed entrance at its place of business which is not regularly used but which will be primarily reserved for use by Town while Town or its designated representative is collecting Mixed Compostable Materials, Recyclable Materials and Yard Trimmings. If the labor dispute or picketing blocks access to Franchisee's place of business, Franchisee shall receive no revenue for any time period in which it failed to collect and remove Mixed Compostable Materials, Recyclable Materials and Yard Trimmings in accordance with the provisions of this Agreement.

ARTICLE 11 REPORTING REQUIREMENTS

11.1 General Reporting Requirements – Franchisee shall provide Quarterly and Annual Reports as detailed in EXHIBIT H of this Agreement, at no cost to Town.

11.2 Service Recipient Database – Franchisee shall maintain at all times a computerized database containing a complete file of Service Recipients coded by category, number, size and frequency of collection of Residential and Non-Residential Mixed Compostable Materials Containers, Recyclable Material Containers and Yard Trimmings, the number of Small-Truck-Only Areas, and the number, distance and type of On-Premise collection services. The file shall include the address of the collection location and the address of the Service Recipient if it is different. The database shall at all times be accessible by Town. Franchisee shall cooperate with Town with respect to providing information relevant to this Agreement which is not specified in this Article 11. Franchisee shall not use the Service Recipient database for any purpose other than to provide services specified in this Agreement. The database may not be distributed to any party other than to provide services specified in this Agreement. The database shall be turned over to Town upon termination of this Agreement.

11.3 Transfer of Data – The customer billing database shall be considered to be jointly owned by both Town and the Franchisee, and shall be made available to Town on request. Six (6) months prior to the termination date of this Agreement, and within ten (10) working days of a request by Town (up to five (5) times during the Term of the Agreement), the Franchisee shall provide Town a complete listing of all billing

accounts, level of service information and route maps. The listing of billing accounts and level of service information shall be provided digitally in a format and file type that is mutually agreed upon by both Town and the Franchisee.

ARTICLE 12 SERVICE RATES & PAYMENTS

12.1 Rate Adjustments to Service Recipients – All rates will be adjusted annually based on the formula provided in Section 13.2 of this Agreement.

12.2 Rates to Service Recipients – The Franchisee shall bill Service Recipients for services at no more than the maximum initial Rates for the period from July 1, 2019 through June 30, 2020 as provided in EXHIBIT B of this Agreement.

12.2.1 Low Income (Life-Line) Rates. Upon Town request, Franchisee shall offer reduced Rates for Base Services to eligible low income Residential Service Recipients demonstrating that they receive assistance under PG&E's California Alternate Rates for Energy (“CARE”) ratepayer assistance program. Franchisee shall determine who is eligible to receive these discounted rates and shall require that Life-Line Customers submit applications annually to Franchisee, and Franchisee shall verify continued eligibility each year by review of applications. Franchisee’s Life-Line Rate shall not exceed eighty-five percent (85%) of the Base Service rate for equivalent service.

12.3 Billing – Franchisee shall mail quarterly bills to all Residential Service Recipients not earlier than one (1) month, nor later than two (2) months, into each quarterly billing cycle. Payment shall be due one (1) month from the date the bill is mailed. Franchisee shall mail bills to all Non-Residential Service Recipients monthly, in arrears.

Franchisee shall be responsible for collection of payment from Service Recipients with past due accounts. Franchisee shall undertake reasonable efforts to obtain payment of delinquent amounts from Service Recipients, through issuance of late payment notices, telephone requests for payments, and/or assistance from collection agencies. In the event that any account becomes more than thirty (30) calendar days past due, Franchisee shall notify such Service Recipient of the delinquency via written correspondence and telephone contact. Should any account become more than sixty (60) calendar days past due, Franchisee shall provide notice to the Service Recipient via written correspondence that service may be discontinued if the account becomes more than ninety (90) calendar days past due. Should any account become more than ninety (90) calendar days past due, Franchisee may discontinue providing service to the Service Recipient. Franchisee shall be entitled to a late charge fee in an amount not to exceed a periodic rate of 1.5% monthly (APR of 18%, minimum \$2.00 fee) applicable on past due balances of 30-days or more. At Franchisee’s sole discretion, Franchisee may withhold service from a delinquent account until past delinquencies and late fees, if any, are paid in full or may remove Containers. Upon restoring service to a previously delinquent account, Franchisee may charge a re-start/delivery fee and require a deposit from the Service Recipient not to exceed one (1) month’s billings at the Service Recipient’s service level. The amount of late fees shall not exceed the rate approved by the Town in EXHIBIT B. Franchisee shall provide the Town with a list of all past due accounts and their status (i.e. “30-days past due”, “60-days past due”, “90-days past due”, “stop service pending”, “service stopped”) with each Quarterly Report submitted in accordance with EXHIBIT H.

12.4 Payments to Town – Beginning July 1, 2019 and through June 30, 2023, Franchisee shall not charge nor be required to remit any Franchisee Fee to Town. Unless otherwise directed by the Town and authorized by the City Council, beginning on July 1, 2023 and annually thereafter, Franchisee shall, in partial consideration for granting the exclusive franchise granted to Franchisee, add to all then current rates a Franchise Fee that will permit Franchisee to remit to the Town a seven and fifty-two percent (7.52%)

Franchise Fee, then adjust the rates set forth in EXHIBIT B based on the formula provided in Section 13.2 of this Agreement. Franchisee shall remit to Town, within ten (10) days of the end of each month, a Franchise Fee in the amount of seven and fifty-two percent (7.52%) of all revenues received in the prior month relating to the performance of this Agreement, including but not limited to Service Rates and Extra Services fees. This payment to Town shall be accompanied by sufficient documentation to identify the source of all revenues. This documentation shall include, at a minimum, specifics for each account, the amount billed, the amount collected, a listing of accounts which received Extra Services and the amount of Extra Services provided, and a listing of accounts which are delinquent.

Franchise Fees will be due on any revenues received from the performance of this Agreement following the termination of this Agreement.

ARTICLE 13 FRANCHISEE'S RATE REVENUE

13.1 Franchisee's Rate Revenue – Franchisee shall retain all revenues received from this Agreement, except the seven and fifty-two percent (7.52%) Franchise Fee that Franchisee shall begin remitting to Town on services rendered beginning July 1, 2023.

13.2 Annual Adjustments – Franchisee and Town have stipulated to prescriptive annual rate adjustments for the first four (4) years of the Agreement where Franchisee's rates in EXHIBIT B shall be adjusted by nine percent (9%) on July 1, 2020, July 1, 2021, July 1, 2020 and July 1, 2023. Beginning July 1, 2024 and on each July 1 thereafter for the remainder of the Term, Franchisee's rates in EXHIBIT B shall increase (or decrease) annually by 100% of the change in the Consumer Price Index (U) for All Items for the San Francisco Bay Area, to adjust for changes in the cost of doing business. The annual adjustment, that will be applied to the effective rates from the subsequent Contract Year (July 1 to June 30), will be based on increases or decreases for the period of January 1 to December 31 of the prior calendar year.

Starting July 1, 2019, Franchisee shall pay its driver employees providing service in Town at least a minimum wage of forty dollars (\$40.00) per hour in addition to all standard benefits provided to company employees. The minimum driver employee wage shall be adjusted annually based on the Franchisee's annual adjustments.

13.3 Special Adjustments – Regulatory changes and other changes which cannot be foreseen, or events outside of Franchisee's control, may be the basis for a special adjustment of the Franchisee's Rate Revenue. Franchisee may request a Special Adjustment at any time. Special Adjustments will be solely at the reasonable discretion of Town, based on the written request and documentation provided by the Franchisee.

In the event Franchisee requests a Special Adjustment as a result of a Change in Law, Franchisee shall have the burden of demonstrating to the reasonable satisfaction of the City Manager that the failure of Town to adjust the rates will result in the Franchisee incurring new and unanticipated costs or reduced revenues due to the Change in Law. The Franchisee will have to demonstrate new and unanticipated costs or reduced revenues by allowing for the City Manager or his/her designee review of financial statements and/or other supporting documentation reasonably necessary to determine the impact of the change. Any resulting rate adjustment shall be subject to the approval of the City Council. If a rate adjustment is not approved, Franchisee may petition the City Council to offset Franchisee's increased costs using Franchise Fees or reducing other services provided under this Agreement.

13.4 Adjustments for Damages - Town shall charge the Franchisee any costs Town incurs for the Franchisee's failure to: collect wastes, divert materials to be in compliance with State and Federal Regulations, and operate equipment properly; or the costs of responding to complaints and problems; and other costs relating to failure of the Franchisee to comply with all other aspects of this Agreement.

Town and Franchisee agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages, including the relationship of the sums to the range of harm to Town

that reasonably could be anticipated, and the anticipation that proof of actual damages would be costly or inconvenient.

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

- * For each failure over six (6), in any 12 consecutive month period, to commence service to a new Service Recipient within seven (7) days of request.
- * For each failure over six (6), in any 12 consecutive month period, to provide Recyclable Materials Containers to a new Service Recipient within seven (7) days of request.
- * For each failure over twelve (12), in any 12 consecutive month period, to collect Mixed Compostable Materials, Recyclable Materials or Yard Trimmings which had been properly set-out for collection,
- * For each failure over twelve (12), in any 12 consecutive month period, to collect a missed set-out within 24 hours,
- * For each occurrence of collection during unauthorized hours (starting early or finishing late),
- * For each occurrence over twelve (12), in any 12 consecutive month period, of leaving litter in a public street,
- * For each time the billing procedures described in Section 12.3 of this Agreement are not followed,
- * For each calendar day a Required Report is incomplete, inaccurate or late,
- * For each complaint over two (2) in any month regarding the amount of time a customer is left on hold on a call,
- * For each occurrence of other similar incidents.

Damages will start at \$25 per incident, and may increase, at sole discretion of Town, in increments of up to \$50, to a maximum of \$500 per incident for repeated failure to perform any one condition as specified in the Agreement. After learning of the occurrence of any incident that is to be used as the basis for the assessment of any liquidated damages, or that is to be used as an incident preceding an incident that is the basis for the assessment of any liquidated damages, Town shall provide Franchisee written notice of the incident. The notice will include a brief description of the incident.

Within ten (10) days of notification by Town, Franchisee may submit a written appeal to the City Manager challenging the occurrence of the incident, stating why the incident is not a proper basis for the assessment of liquidated damages, or is not a proper incident preceding an incident that for the basis for the assessment of liquidated damages, or explaining why the liquidated damages should not be assessed. The decision of the City Manager shall be final. Franchisee shall pay any liquidated damages within thirty (30) calendar days after they are assessed. Payment of liquidated damages will in no way be a waiver of Town's authority to terminate this Agreement.

13.5 Collection Services Reimbursement – In the event Franchisee fails to provide collection services as required under Article 5 of this Agreement, and Town exercises its rights under Section 10.6 of this Agreement, Franchisee shall reimburse Town for any and all payments made or costs incurred by Town to effectuate such collection services, plus an administrative fee in the amount of twenty-five percent (25%) of such payments or costs.

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

ARTICLE 14 PERFORMANCE BOND

14.1 Faithful Performance Bond – Within ten (10) calendar days from the date the City Council approves this Agreement and by July 10 of each year of this Agreement, Franchisee shall procure and provide Town with a fully prepaid surety bond, or the letter of credit, for at least the duration of such Contract Year, to guarantee and assure the prompt and faithful performance of Franchisee's obligations under this Agreement. Such bond shall be executed by a surety licensed and in good standing with the Department of Insurance in the State of California, and have a Best Company rating of A-10 or better. The bond shall name Town of Los Altos Hills as obligee, shall provide at least thirty (30) calendar days prior notice of any cancellation, and shall be in the amount of Three Hundred Thousand Dollars (\$300,000). The bond will continue in effect for three (3) months beyond the Term of the Agreement, or until all Franchise Fee Payments to Town and the End of Agreement Reports specified in EXHIBIT H are provided to Town [whichever comes first].

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

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

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

ARTICLE 15 INSURANCE REQUIREMENTS

15.1 Insurance Policies – Franchisee shall procure and maintain throughout the Term of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Franchisee's performance of work or services under this Agreement. Franchisee's performance of work or services shall include performance by Franchisee's employees, agents, representatives and subcontractors.

- 15.1.1 Minimum Limits of Insurance – Franchisee shall maintain insurance limits no less than:
- A. Comprehensive General Liability: \$4,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - B. Automobile Liability: \$4,000,000 for bodily injury per person; \$2,000,000 for bodily injury per occurrence; and \$2,000,000 for property damage.
 - C. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability.
 - D. Hazardous Waste and Environmental Impairment Liability: \$4,000,000 per occurrence.

15.1.2 Deductibles And Self-Insured Retentions – Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager. At the option of Town, either: the insurer shall

reduce or eliminate such deductibles or self-insured retentions as respects Town, its officers, employees, agents and Franchisees; or Franchisee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City Manager.

15.2 Endorsements – The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverage

1. Town, its officers, insureds, employees, agents and Franchisees are to be covered and named as additional insureds as respects: Liability arising out of activities performed by, or on behalf of, Franchisee; products and completed operation of Franchisee; premises owned, leased or used by Franchisee; and automobiles owned, leased, hired or borrowed by Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to Town, its officers, employees, agents and Franchisees.

2. Franchisee's insurance coverage shall be primary insurance as respects Town, its officers, employees, agents, and Franchisees. Any insurance, or self-insurance maintained by Town, its officers, employees, agents or Franchisees shall be excess of Franchisee's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officers, employees, agents, or Franchisees.

5. Coverage shall state that Franchisee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverage - Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to Town.

15.3 Acceptability Of Insurers – Insurance is to be placed with insurers acceptable to the City Manager. Such insurance shall be executed by a surety licensed and in good standing with the Department of Insurance in the State of California, and have a Best Company rating of A-10 or better. All insurers must be identified by full name; rating, according to the latest edition of Best's Key Rating Guide; and status as insurers admitted in California. If the company is not rated, current financial information should accompany the quotation.

15.4 Verification Of Coverage – Franchisee shall furnish Town with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Franchisee shall furnish Town with a new certificate of insurance and endorsements upon each renewal of coverage or change of insurers. Proof of insurance shall be provided in writing to the City Manager.

15.5 Subcontractors – Franchisee shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

15.6 Modification of Insurance Requirements – The insurance requirements provided in this Agreement may be modified or waived by the City Manager, in writing, upon the request of Franchisee if the City Manager determines such modification or waiver is in the best interests of Town considering all relevant factors, including exposure to Town.

ARTICLE 16 INDEMNIFICATION

16.1 Indemnification and Hold Harmless – Franchisee, for and on behalf of itself and its agents, subcontractors, directors, officers, employees and representatives shall indemnify, defend and hold harmless Town, its officers, agents and employees from and against any and all losses, liabilities, penalties, claims, demands, judgments, damages, actions or suits, of any and every kind and description, arising or resulting from any work or services performed by Franchisee or its agents, subcontractors, directors, officers, employees, or representatives pursuant to this Agreement, or which results from their noncompliance with any laws respecting the collection, transportation, processing or disposal of Recyclable Materials and Yard Trimmings. The acceptance by Town of any work or services under this Agreement shall not operate as a waiver of such indemnification or hold harmless.

16.2 Defense – Upon the demand of Town, Franchisee shall defend Town, its officers and/or employees against any matter described in Section 16.1 of this Agreement with Attorneys reasonably approved by town.

16.3 Exception – Notwithstanding Sections 16.1 and 16.2, Franchisee's obligation to indemnify, hold harmless and defend Town, its officers and employees shall not extend to any loss, liability, penalty, claim, demand, action or suit arising from acts or omissions constituting willful misconduct on the part of Town, its officers or employees.

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

ARTICLE 17 TERMINATION

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

17.2 Immediate Termination – Town may terminate this Agreement immediately upon written notice to Franchisee in the event Franchisee fails to provide and maintain the performance bond as required by this Agreement, Franchisee fails to obtain or maintain the insurance policies and endorsements as required by this Agreement, Franchisee fails to provide the proof of insurance as required by this Agreement, or Franchisee fails to indemnify Town against State penalties under AB 9310.

17.3 Bankruptcy Or Insolvency Of Franchisee – Town may terminate this Agreement immediately upon written notice to Franchisee upon the occurrence of any of the following and Franchisee's failure to provide adequate assurance that any of the following can be removed within thirty (30) calendar days of Town's demand for such assurance: (1) the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Franchisee; (2) Franchisee's general assignment if its assets for the benefit of Franchisee's creditors; (3) a court entry of any decree or order adjudging Franchisee to be insolvent or

bankrupt; (4) a court entry of any decree or order approving as properly filed a petition seeking reorganization of Franchisee or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any State; or (5) a determination by the City Manager, based upon a statement prepared by an independent certified public accountant mutually agreed upon by Franchisee and the City Manager, that there is a reasonable probability that Franchisee's financial capability to perform this Agreement is impaired.

17.4 Authority to Terminate – The City Council of Town is authorized to terminate this Agreement on behalf of Town in accordance with Article 17 of this Agreement. Termination of this Agreement under this Article 17 shall not relieve Franchisee of the obligation to pay any fees, taxes, or other charges then due to Town nor relieve Franchisee of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve Franchisee from any claim for damages previously accrued or then accruing against Franchisee. Town shall pay to Franchisee any amounts due to Franchisee for the performance of services under this Agreement through the effective date of termination.

17.5 Termination Cumulative – Town's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

ARTICLE 18 GENERAL PROVISIONS

18.1 Service Standards – Franchisee shall perform all services under this Agreement in a thorough and professional manner. Collection services described in Article 5 of this Agreement shall be performed regardless of weather conditions and regardless of difficulty of collection. Miscellaneous services described in Article 10 of this Agreement shall be performed professionally, promptly and courteously.

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

18.3 Assignment – The experience and expertise of Franchisee are material considerations for this Agreement. Franchisee shall not assign any of Franchisee's rights nor delegate any of Franchisee's duties under this Agreement. Any attempt to so assign Franchisee's rights or delegate Franchisee's duties shall be void and of no force or effect.

Should the Franchisee wish to assign any of Franchisee's duties under this Agreement, Franchisee must submit their request in writing, and the proposal must be approved by City Council prior to implementation. Any attempted assignment shall be null and void and of no effect without prior City Council approval.

18.4 Successors and Assigns – This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior consent of the other party, which consent the Town may withhold at its sole discretion; and provided, further, that no assignment shall be valid and binding that endeavors to relieve the assigning party of any obligations to make payments that accrued prior to the date of assignment or of which the assignee has not affirmatively agreed, in writing, to assume all obligations of the assignor thereunder. Any dissolution, merger, consolidation, or other reorganization of Franchisee, or the sale or other transfer of a controlling percentage of the capital stock of Franchisee, shall be deemed a voluntary assignment. The phrase

“controlling percentage” means the ownership of, and the right to vote, stock possessing at least 51% of the total combined voting power of all classes of Franchisee’s capital stock issued, outstanding, and entitled to vote for the election of director.

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

18.6 Name – Franchisee shall not use a firm name containing the words “City” or “Town” or other words implying municipal ownership without prior written approval of Town.

18.7 Law to Govern – The law of the State of California shall govern this Agreement.

18.8 Venue – Any litigation between Town and Franchisee concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of Santa Clara County, State of California, to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

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

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

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

18.11 Ownership of Written Materials – All reports, documents, brochures, public education materials, and other written, printed or photographic materials developed by Town or Franchisee in connection with the services to be performed under this Agreement, whether developed directly or indirectly by Town or Franchisee, shall be and shall remain the property of Town without limitation or restriction on the use of such materials by Town. Franchisee shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the City Manager.

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

18.13 Notices – All notices and other communications required or which may be given under this Agreement shall be deemed given when deposited in the United States mail or when personally delivered to the parties as specified in this Section. In the case of a notice or communication by facsimile or other electronic means, a written copy shall be mailed or personally delivered within the three (3) days of the transmittal of the facsimile or other electronic means. All notices or other communications sent by mail shall be sent postage prepaid to the address specified below:

To Town: City Manager
 Town of Los Altos Hills
 26379 Fremont Road
 Los Altos Hills, CA 94022

City Manager can be reached by phone at 650-941-7222, or by fax at 650-941-3160.

To Franchisee: General Manager
 GreenWaste Recovery, Inc.
 1500 Berger Drive
 San Jose, CA, 95122

General Manager can be reached by phone at 408-938-4902, or by fax at 408-287-3108.

Either party may designate a different mailing address by providing notice to the other party as provided in this Section 18.13.

Notice by Town to Franchisee of a missed pick-up, or a Service Recipient problem or complaint, may be given to Franchisee orally through Franchisee's local telephone number, electronic mail or messaging or by telefax, with written confirmation sent to Franchisee within seventy-two (72) hours of the oral notification.

18.14 Transition to Next Franchisee – In the event Franchisee is not awarded an Agreement to continue to provide services following the expiration or earlier termination of this Agreement, Franchisee shall cooperate fully with Town and any subsequent Franchisee to assure a smooth transition of services described in this Agreement. Such cooperation shall include, but not be limited to, transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and lists of Service Recipients and account information. During the last six (6) months of this Agreement, these materials shall be provided to Town within five (5) working days of the request by Town.

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

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

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

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

alternative is mutually agreed upon, the records shall be available at Franchisee's address indicated for receipt of notices in this Agreement.

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

18.17 Use of Recycled Products – Franchisee is requested to use, wherever feasible in the performance of services under this Agreement, products or materials which contain recycled materials content. This would include such items as reports on recycled content paper, recycling Containers with recycled plastic content; and use of re-refined oil in collection vehicles.

18.18 Amendment – This Agreement may be amended or modified only by written Agreement duly authorized by Franchisee and City Council and executed by their authorized representatives.

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

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

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

18.22 Entirety – This Agreement and the Exhibits attached hereto represent the entire Agreement of Town and Franchisee with respect to the services to be provided under this Agreement. No prior written or oral statement, proposal, or Agreement shall alter any term or provision of this Agreement.

18.23 Nondiscrimination – In performing the collection services hereunder, Franchisee shall not discriminate against any person on the ground of race, sex, age, creed, color, religion or national origin.

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

18.25 Dispute Resolution

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

18.25.2 Mediation – Within ten (10) days after delivery of notice, the parties shall select a mutually acceptable mediator from the Judicial Arbitration and Mediation Service (“JAMS”) or other mutually agreeable organization. In the event the parties are unable to agree on a mediator, a mediator shall be selected for them at random by the San Francisco office of JAMS. However, either side may reject the proposed mediator and JAMS will select another. Within ten (10) days thereafter, the parties shall meet with the mediator in a good faith attempt to resolve their dispute. The parties shall continue to meet with the mediator until their dispute is resolved or the mediator indicates that he or she does not believe that further efforts are likely to result in a successful resolution.

18.26 Force Majeure – If the performance by a party hereto (the “Affected Party”) of any of its obligations or undertakings under this Agreement is interrupted or delayed by any occurrence beyond the reasonable control of the Affected Party, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, flood, terrorists' attacks, strikes, earthquake, other natural forces or operation of law, then the Affected Party shall be excused from any further performance for whatever period of time until the occurrence has abated so that the Affected Party's performance may resume. The non-Affected Party in its discretion may terminate this Agreement if the occurrence continues substantially unabated for a period of ninety (90) days. Notwithstanding the above, if the Force Majeure clause is invoked the Town shall have the right to use the equipment as set forth in Section 10.5 of this Agreement, however the time limitation shall not apply and the Town may use the equipment until the Franchisee has resumed full performance.

18.27 Counterparts – This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

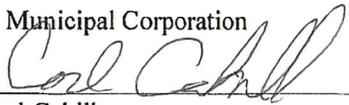
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WITNESS the execution of this Agreement on the dates set forth below.

Town of Los Altos Hills
A Municipal Corporation

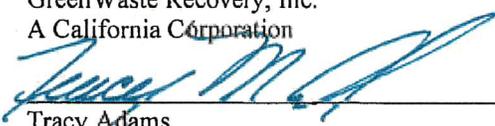
By: 
Carl Cahill
City Manager

Date: June 28, 2019

Approved as to Form:


City Attorney

GreenWaste Recovery, Inc.
A California Corporation

By: 
Tracy Adams
Co-Chief Executive Officer

Date: 6/26/19

Attest: 
City Clerk

3242969.1



EXHIBIT A: RECYCLABLE MATERIALS

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

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

EXHIBIT B: INITIAL RATES

RESIDENTIAL COLLECTION RATES - MONTHLY RECURRING SERVICES

Cart Size	BASE SERVICES*	Cart Size	BLUE Cart Only Service	GREEN Cart Only Service
20-Gallon GRAY Cart	\$ 33.51	20-Gallon Cart	n/a	n/a
32-Gallon GRAY Cart	\$ 46.71	32-Gallon Cart	n/a	n/a
64-Gallon GRAY Cart	\$ 93.45	64-Gallon Cart	\$ 23.36	\$ 70.08
96-Gallon GRAY Cart	\$ 140.14	96-Gallon Cart	\$ 35.04	\$ 105.11

*BASE SERVICES include one (1) 96-gallon BLUE Cart and up to two (2) GREEN Carts for no additional charge. GREEN Carts must be placed CURBSIDE for Collection. BASE SERVICE Rates for Eligible Lifeline/CARE Residential Service Recipients are charged at 85% and applicable to BASE SERVICES only.

ADDITIONAL SERVICES

Cart Size	GRAY Cart (Ea.)	BLUE Cart (Ea.)	GREEN Cart (Ea.)
20-Gallon Cart	n/a	n/a	n/a
32-Gallon Cart	n/a	n/a	n/a
64-Gallon Cart**	\$ 46.72	n/a	n/a
96-Gallon Cart	\$ 70.07	\$ 7.01	\$ 35.04

**Manure Service is provided in 64-gallon GRAY Carts.

ON-PREMISE (DRIVE-ON Services)

Distance	DRIVE-ON Charge***
11' - 100'	26.00
101' - 200'	52.00
201' - 300'	65.00
301' - 400'	78.00
401' - 500'	91.00
Each Additional 100'	13.00

ON-PREMISE (WALK-ON Services)

Distance	BASE SERVICES****	ADDITIONAL SERVICES*****
11' - 25'	40.70	13.57
26' - 100'	81.41	27.14
Each Add'l 100'	81.41	27.14

***All GRAY and BLUE Carts

****One (1) GRAY Cart and one (1) BLUE Cart

*****Each additional GRAY or BLUE Cart

RESIDENTIAL COLLECTION RATES - MONTHLY NON-RECURRING SERVICES

EXCESS SERVICES

Material Type	Per Each Set-out	Set-out Equivalent
Excess GRAY Material	\$ 14.68	32-gallon
Excess BLUE Material	\$ 3.58	32-gallon
Excess GREEN Material	\$ 5.92	96-gallon

EXTRA SERVICES

Service Description	Per Item Rate
Bulky Item Pick-up	\$ 30.00
Bulky Item (w/ Freon)	\$ 45.00

DEBRIS BOX SERVICES

Box Size	Type	Pull Rate	Weight Included	Cost Per Add'l Ton
10- Cubic Yard	Mixed Debris or C&D	\$ 440.20	up to 3 tons	\$ 97.10
20- Cubic Yard	Mixed Debris or C&D	\$ 524.36	up to 4 tons	\$ 97.10
40- Cubic Yard	Mixed Debris or C&D	\$ 705.62	up to 6 tons	\$ 97.10
10- Cubic Yard	Dirt <u>or</u> Concrete	\$ 653.83	up to 8 tons	\$ 58.26
10- Cubic Yard	Dirt <u>and</u> Concrete	\$ 769.00	up to 8 tons	\$ 58.26

BIN-BY-THE-DAY SERVICES

Bin Size	Delivery/Retrieval	Collection Services	Total Rate
1-Cubic Yard Bin	\$ 50.00	\$ 117.61	\$ 167.61
2-Cubic Yard Bin	\$ 50.00	\$ 146.68	\$ 196.68

NON-RESIDENTIAL COLLECTION RATES - MONTHLY RECURRING SERVICES

Non-Residential MIXED COMPOSTABLES Monthly Collection Rates

Container Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon	\$ 46.72	\$ 98.12	\$ 147.18	\$ 196.24	\$ 245.29	\$ 247.63
96-Gallon	\$ 70.07	\$ 147.15	\$ 220.72	\$ 294.30	\$ 367.87	\$ 371.37
1-Cubic Yard Bin	\$ 117.61	\$ 177.13	\$ 247.70	\$ 321.05	\$ 449.74	\$ 539.70
2-Cubic Yard Bin	\$ 146.68	\$ 232.48	\$ 343.18	\$ 474.65	\$ 607.51	\$ 716.82
3-Cubic Yard Bin	\$ 184.05	\$ 290.60	\$ 430.39	\$ 593.65	\$ 817.85	\$ 965.93
4-Cubic Yard Bin	\$ 232.48	\$ 368.11	\$ 550.78	\$ 772.17	\$ 1,003.29	\$ 1,203.94
6-Cubic Yard Bin	\$ 287.83	\$ 445.60	\$ 644.88	\$ 871.81	\$ 1,089.07	\$ 1,252.40
8-Cubic Yard Bin	\$ 358.42	\$ 556.29	\$ 806.77	\$ 1,089.07	\$ 1,361.69	\$ 1,565.12

Non-Residential RECYCLABLE MATERIALS Monthly Collection Rates

Container Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon	\$ 11.68	\$ 24.53	\$ 36.79	\$ 49.06	\$ 61.32	\$ 61.91
96-Gallon	\$ 17.52	\$ 36.79	\$ 55.18	\$ 73.57	\$ 91.97	\$ 92.84
1-Cubic Yard Bin	\$ 29.40	\$ 44.28	\$ 61.93	\$ 80.26	\$ 112.44	\$ 134.93
2-Cubic Yard Bin	\$ 36.67	\$ 58.12	\$ 85.79	\$ 118.66	\$ 151.88	\$ 179.20
3-Cubic Yard Bin	\$ 46.01	\$ 72.65	\$ 107.60	\$ 148.41	\$ 204.46	\$ 241.48
4-Cubic Yard Bin	\$ 58.12	\$ 92.03	\$ 137.69	\$ 193.04	\$ 250.82	\$ 300.98
6-Cubic Yard Bin	\$ 71.96	\$ 111.40	\$ 161.22	\$ 217.95	\$ 272.27	\$ 313.10
8-Cubic Yard Bin	\$ 89.61	\$ 139.07	\$ 201.69	\$ 272.27	\$ 340.42	\$ 391.28

Non-Residential YARD TRIMMINGS Monthly Collection Rates

Container Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon	\$ 23.36	\$ 49.06	\$ 73.59	\$ 98.12	\$ 122.65	\$ 123.82
96-Gallon	\$ 35.04	\$ 73.57	\$ 110.36	\$ 147.15	\$ 183.94	\$ 185.69

Non-Residential PUSH/PULL Monthly Collection Rates

Push/Pull Distance*****	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
0-10'	\$ 13.83	\$ 27.66	\$ 41.50	\$ 55.33	\$ 69.16	\$ 82.99
11-25'	\$ 20.74	\$ 41.49	\$ 62.23	\$ 82.97	\$ 103.71	\$ 124.46
26-50'	\$ 62.26	\$ 124.52	\$ 186.78	\$ 249.04	\$ 311.30	\$ 373.56
51-100'	\$ 76.11	\$ 152.23	\$ 228.34	\$ 304.46	\$ 380.57	\$ 456.69
101-200'	\$ 89.96	\$ 179.92	\$ 269.87	\$ 359.83	\$ 449.79	\$ 539.75
201-300'	\$ 103.78	\$ 207.56	\$ 311.34	\$ 415.12	\$ 518.89	\$ 622.67
301-400'	\$ 117.61	\$ 235.22	\$ 352.83	\$ 470.44	\$ 588.06	\$ 705.67

*****Push/Pull distances are not applicable for rear-load Bins up to 25'.

ADDITIONAL MISC. CHARGES

Account RE-START Fee – Administrative Fee	\$ 10.00	Account Reinstatement Fee
Container RE-DELIVERY Fee – Delivery of Removed Cart(s)	\$ 25.00	Per Vehicle Trip
Container DELIVERY/SWAP Fee – Beyond 1x Per Year	\$ 25.00	Per Vehicle Trip
Cart CLEANING/SWAP Fee	\$ 25.00	Per Vehicle Trip
Bin CLEANING/SWAP Fee	\$ 115.00	Per Bin
Cart NON-SCHEDULED Collection Go-Back/Trip Fee	\$ 20.00	Per Vehicle Trip
Bin NON-SCHEDULED Collection Go-Back/Trip Fee	\$ 35.00	Per Bin
LATE Fee – Applies on past due balances of 30-days or more.	1.5%	Periodic monthly rate (APR of 18%, minimum \$2.00 fee)
One-Time ADDITIONAL COLLECTION - Collection Charge	\$ 20.00	Per Collection
One-Time ADDITIONAL COLLECTION - Processing Charge	25%	of the 1x/week collection
Residential ENCLOSURE Fee	\$ 5.00	Per Month, Per Enclosure
Non-Residential ENCLOSURE Fee (w/ Lock)	\$ 15.00	Per Collection
Non-Residential ENCLOSURE Fee (w/o Lock)	\$ 10.00	Per Collection
LOCKING BIN Installation Charge	\$ 50.00	Per Installation
Cart REPLACEMENT Fee – if damaged by customer.	\$ 60.00	Per Cart
Bin REPLACEMENT Fee – if damaged by customer.	25% - 50%	of current cost of an equivalent Bin based on extent of the damage.

EXHIBIT C: PUBLIC EDUCATION AND OUTREACH PLAN

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

Integration of GreenWaste's outreach experience and past successes is crucial to engaging, increasing, and sustaining the participation in source reduction, reuse, recycling, and composting programs. The description that follows focuses on the following activities:

New Program Rollout

New Program Collateral Development

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

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

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

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

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

New Program Community Outreach

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

Community Workshops: In collaboration with the Town, GreenWaste will host educational workshops to specifically explain the new programs. The workshops will provide the opportunity to demonstrate service changes and associated set-out requirements, review rate options in detail, and answer any questions the Service Recipients might have. GreenWaste intends on hosting two workshops in each Town, at locations and times mutually agreed upon with the Town.

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

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

Proactive Communication

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

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

All outreach materials developed for the Town will be:

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

Ongoing Public Education & Outreach

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

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

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

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

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

Website Maintenance

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

Social Media

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

AB 341 and AB 1826 Outreach Activities

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

As a result of the unique collection system GreenWaste provides, all Service Recipients are automatically subscribed to recycling and composting services since all material is processed by GreenWaste. The regulations allow Non-Residential entities to subscribe to a service that includes mixed waste processing

that diverts recyclable materials from disposal and that yields diversion results comparable to source separation. GreenWaste's suite of services allow compliance with regulations to be easily attainable.

SB 1383 Outreach Activities

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

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

Community Compost Giveaway

One of GreenWaste's most successful programs has been compost giveaways. GreenWaste transports and delivers to the Town finished compost in the amount of up to ten percent (10%) of the tonnage of Compostable Materials collected by GreenWaste under the Agreement. This finished compost is delivered every Friday (unless otherwise instructed by the Town) at the intersection of Elena Rd. and Purissima Rd. This material is available for Town residents only. Such distribution within the community is a great way to build support for this important recycling program and highlights the value of utilizing the innovative collection and processing methodology that GreenWaste provides.

Being Visible and Accessible to the Community

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

Participation in Community Events

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

MRF Tours

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

Educating the Town's Youth

GreenWaste is committed to educating and investing in future generations in a focused and purposeful effort, to instill in our greatest resource, our children, the knowledge, tools, and resources to make

environmental sustainability and resource conservation an ingrained and habitual part of their lives. To inspire environmental stewardship in future generations, GreenWaste's PEOP includes a strong environmental education component, which recognizes the powerful role that schools play in promoting awareness and fostering an environmental agenda within local communities.

Educational Materials

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

EXHIBIT D: TOWN-WIDE CLEAN-UP SERVICES

1. Materials Excluded from Town-wide Clean-ups:

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

- a) Yard Trimmings which are greater than five (5) feet in length or more than six (6) inches in diameter and tree trunks which are more than six (6) inches in diameter;
- b) More than thirty (30) gallons per household or uncontainerized debris and other materials resulting from the construction or demolition of buildings and other structures;
- c) More than thirty (30) gallons per household or uncontainerized concrete, asphalt, rock and dirt;
- d) Tires; and
- e) Hazardous Materials, including used motor oil or car batteries.

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

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

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

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

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

3. Permitted Trailers

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

4. Hours of Service

A. Franchisee shall accept material from 9:00am until 3:00pm. Any Service Recipient that is not in the parking lot by 3:00pm will be turned away.

EXHIBIT E: ON-CALL CLEAN-UP SERVICES

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

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

- 1) Up to two (2) Bulky Items - collection may occur on the Residential Service Recipient's regular Mixed Compostable Materials collection day or on a day other than the Residential Service Recipient's normal day of collection depending on the item, but collection shall happen within five (5) days of the Service Recipient's request as described in Section 1 below..
- 2) Up to three (3) piles or cans of Yard Trimmings and clean wood waste - collection will occur on the customer's regular Yard Trimmings collection day as described in Section 2 below.

1. Bulky Items including:

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

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

2. Yard Trimmings and Wood Waste

- a) Yard Trimmings and clean (unpainted and untreated) wood must be bundled, boxed or in a can.
- b) Branches and/or stumps must be less than six (6) inches in diameter
- c) Bundled piles must not exceed three (3) feet, by three (3) feet, by three (3) feet.
 - No poison oak, or bug-infested material will be accepted.
 - No loose piles that do not conform to section 2.c above
 - No materials in plastic bags will be collected.

Restricted/Hazardous Items

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

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

EXHIBIT F: FIRE PREVENTION SERVICES

1. Materials Included in Fire Prevention Services:

Franchisee shall accept from all residents of the Town of Los Altos Hills the following materials on a monthly basis as Fire Prevention Services:

- a) tree trimmings
- b) shrubbery prunings
- c) plant materials from yard cleanups
- d) wood from fences, decks and structures

Pressure treated wood or other wood containing toxic chemicals (such as creosote) shall not be accepted.

* Fire Prevention Services are scheduled for the 3rd Saturday of each month, unless otherwise mutually agreed to by Town and Franchisee.

GreenWaste Recovery will be paid by Town the amount not to exceed of \$3,842.00 per event held, plus \$39.24 per ton of materials recovered.

EXHIBIT G: STREET SWEEPING

The following street segments shall be swept once each month:

Altamont Road, from Moody Road to Page Mill Road	[about 9,330 feet]
Anacapa Drive, from Visciano Road to Ascension Drive	[about 2,520 feet]
Arastradero Road, from Page Mill Road north to Town Boundary	[about 1,425 feet]
Arastradero Road medians at I-280	[about 906 feet]
Black Mountain Road, from Natoma Road to Altamont Road	[about 2,980 feet]
Blandor Way, from Magdalena Avenue to Olive Tree Lane	[about 650 feet]
Briones Way, from Altamont Road to Via Ventana	[about 3,100 feet]
Canario Way, from Visciano Road north to end	[about 3,650 feet]
Conception Road, from Fremont Road to Purissima Road	[about 7,570 feet]
Corte Madera Lane, from Conception Road west to end	[about 1,100 feet]
Dawson Drive, from Magdalena Avenue west to end	[about 5,000 feet]
Dianne Drive, from O'Keefe Lane north to end	[about 2,340 feet]
Duval Way, from Robleda Road southwest to end	[about 2,320 feet]
Edith Road, from Fremont Road to bridge	[about 400 feet]
El Monte Avenue, from Summerhill Avenue to Elena Road	[about 14,000 feet]
Elena Road	[about 14,850 feet]
Esperanza Drive	[about 5,270 feet]
Fawn Creek Court, from Page Mill Road east to end	[about 1,350 feet]
Foothill Lane, from Elena Road north to end	[about 2,000 feet]
Fremont Pines Lane, from Fremont Road south to end	[about 1,160 feet]
Fremont Road, from Burke Road to La Paloma Road	[about 3,570 feet]
Horseshoe Court, from Arastradero Road south to end	[about 900 feet]
Horseshoe Lane, Horseshoe Court west to end	[about 1,480 feet]
La Barranca Road, from Purissima Road to Elena Road	[about 4,050 feet]
La Cresta Court, from La Cresta Drive to end	[about 3,330 feet]
La Cresta Drive, from south end to Arastradero Road	[about 12,230 feet]
Liddicoat Circle	[about 6,816 feet]
Lupine Road, from Page Mill Road west to end	[about 2,320 feet]
Magdalena Avenue, from Eastbrook Avenue to Camino Hermoso	[about 5,230 feet]
Manuella Road, from Fremont Road to Rancho Manuella Road	[about 2,915 feet]
Moody Road, from Elena Road to Tanglewood Lane	[about 6,000 feet]
Murietta Lane, from Moody Road south to end	[about 1,720 feet]
Natoma Road, from Elena Road to Altamont Road	[about 3,400 feet]
Newbridge Drive, from La Paloma east to end	[about 1,480 feet]
Nina Place, from La Cresta Drive west to end	[about 1,520 feet]
O'Keefe Lane, from El Monte Road west to end	[about 4,336 feet]
Paseo del Roble, from Page Mill Road to Page Mill Road	[about 7,430 feet]
Purissima Road, from Robleda Road to Arastradero Road	[about 10,668 feet]
Roble Ladera	[about 3,580 feet]
Roble Venento Lane, from Conception Road west to end	[about 600 feet]
Robleda Road, from Fremont Road to Elena Road	[about 5,555 feet]
Stonebrook Drive, from El Monte Road to Teresa Drive	[about 3,300 feet]
Story Hill Lane, from Page Mill Road southwest to end	[about 3,150 feet]

Summerhill Avenue, from El Monte Road to Nicole Lane	[about 300 feet]
Taaffe Road, from Elena Road to Altamont Road	[about 3,060 feet]
Via Venetana, from Page Mill Road east to end	[about 4,100 feet]
Viscaino Court	[about 4,300 feet]
Viscaino Road, from Conception Road to Purissima Road	[about 6,040 feet]
Via Serena, from O'Keefe Lane north to end	[about 1,400 feet]
Westwind Way, from Conception Road to La Paloma Road	[about 1,930 feet]

Total, estimated to be almost 200,000 feet.

EXHIBIT H: REPORTING REQUIREMENTS

1. Quarterly Reports.

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

1.1 Quarterly Summary.

The quarterly report shall contain a summary of the information reported pursuant to Section 1 of this EXHIBIT G. Reports shall also contain a description of milestones achieved; staffing levels; and a log of special occurrences; and any other relevant information, including details of any Town-wide Clean-ups which occurred during that quarter.

1.2 Sales of Recyclable Materials.

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

1.3 Contaminants.

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

1.4 Problems Encountered.

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

1.5 Public Education Activities.

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

1.6 Telephone Log.

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

- 1.7 New Service Recipients.
The quarterly report shall contain a listing of all new Service Recipients, including their name, address and level of service.
- 1.8 Missed Pickups.
The quarterly report shall contain a written record of all calls related to missed pickups, and a description of the response to each call.
- 2 Compost Quality Reports.
On April 1 and October 1 of each year of this Agreement, Franchisee shall provide Town with copies of Laboratory reports on the quality of the compost materials produced for the Yard Trimmings collected in Town, and on the compost materials provided to Town as required in Section 9.1 of this Agreement.
- 3 Annual Reports.
- 2.1 Annual Report Submitted By Franchisee.
Within 30 days following the end of each Rate Year, Franchisee shall provide Town with an annual report containing: a summary report of the quarterly reports for the year, including information on the total annual quantities of Mixed Compostable Materials collected and disposed, Recyclable Materials collected, and Yard Trimmings collected.
The annual report shall also contain a discussion of public awareness activities and their impact on recycling participation and recovered amounts, and a discussion of highlights and other noteworthy program experiences, along with measures taken to resolve problems, increase efficiency, and increase participation.
Franchisee shall prepare and submit to Town, no later than March 31 of each year of this Agreement, the Annual Report required by the California Integrated Waste Management Act, for Town to receive and submit to the California Integrated Waste Management Board.
- 2.2 Declarations.
Each year of the term of this Agreement, Franchisee shall submit to Town, as an attachment to the Annual Report, a declaration describing the current status of any criminal or civil litigation pending against either Franchisee's parent company or any subsidiaries of the parent company which relates to Mixed Compostable Materials handling, collection, recycling or disposal. Also, Franchisee shall submit declarations of the current status of any pending criminal or civil litigation relating to the activities of Franchisee, Franchisee's parent company or any subsidiary naming any current officer of the parent company or any subsidiary company as a defendant. For these declarations "current officers" shall be defined to include those individuals who are presently serving or who have served as an officer of the parent company or the subsidiary within the two (2) years immediately preceding the date of the report.
- 2.3 Vehicle Fleet Information.
Each year of the term of this Agreement, Franchisee shall submit to Town, as an attachment to the Annual Report, all information required by Section 7.1.6 of this Agreement.
- 3 End of Agreement Reports.
Reports covering the last period of this Agreement will be due following the end of collection services, on the schedule stated in this EXHIBIT H. Therefore, the last Compensation Payment to Franchisee by Town shall not be made until these reports are delivered to Town.

EXHIBIT I: TECHNICAL PROPOSAL AND TRANSITION PLAN

Mixed Compostable Materials, Recyclable Materials, and Yard Trimmings Collection and Processing Services for the Town of Los Altos Hills

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

1 Implementation Plan

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

Coordination & Collaboration with the Town

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

Management & Transition Team

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

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

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

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

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

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

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

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

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

Training Programs

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

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

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

Operations

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

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

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

Customer Service and Outreach

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

Public Education and Outreach | GreenWaste will provide accurate information and adequate notification to Service Recipients. to inform them of new service offerings, and will assure them that they will experience their usual uninterrupted service. GreenWaste will coordinate outreach efforts with the Town.

Major Components & Tasks of GreenWaste's Implementation Plan				
Tasks	Start Date	End Date	Assigned To	Comments
Contract Negotiations	March – June 2019		F. Weigel T. Adams E. Hanson	✓ GreenWaste will negotiate in good faith with the Town.
Agreement Execution	June 2019		F. Weigel	✓ Estimated execution date.
Operations				
Vehicle Procurement	October 2019	September 2020	F. Weigel O. Lopez	✓ Secure production slot. ✓ Track production progress to ensure timely delivery.
Container Procurement	July 2019	September 2019	F. Weigel O. Lopez	✓ Reserve production capacity from vendors and update quantities. ✓ Container staging, preparation, painting, labeling, etc.
Route Planning & Development	June 2019	January 2020	O. Lopez Supervisors	✓ Train collection drivers on new routes, if applicable.
Set-out location auditing	June 2019	August 2019	O. Lopez Supervisors Drivers	✓ Audit accounts and provide feedback to Outreach staff
Container Distribution	July 2019	September 2019	O. Lopez Supervisors	✓ Distribute Containers based on Service Recipients' selections ✓ Finalize right-sizing
				✓
Administration				
Customer Service, Billing & Database	June 2019	January 2020	T. Adams V. Chavez	✓ Update the already-installed and in-use Tower system, as needed.
Public Education & Outreach				
Develop & Finalize Transition Plan	June 2019	July 2019	K. Lewis Z. Atayde	✓ Develop and finalize Public Education & Outreach Transition Plan and schedule.
Collateral Development	June 2019	January 2020		✓ Scope and complete collateral. ✓ Finalize and print all outreach materials.
Community Education & Outreach	June 2019	February 2020		✓ Conduct community outreach, meet with homeowners' associations, etc.
Website	June 2019	December 2019		✓ Update the Town's section of the GreenWaste website. ✓ Add updated information as rollout progresses

See Exhibit J for detailed New Program Rollout Plan.

2 Collection Services

Mixed Compostable Materials, Yard Trimmings and Recyclables collection service will be provided to Service Recipients on a Monday – Saturday schedule between 8 a.m. and 6 p.m.

2.a Residential

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

Residential Collection Services	
Base Services Provided to All Residential Service Recipients	
Mixed Compostable Materials – One (1) 20-, 32-, 64- or 96- Gallon Cart	✓
Recyclable Materials – Up to One (1) 96-gallon Cart	✓
Yard Trimmings – Up to Two (2) 96-gallon Carts	✓
Services Provided for No Additional Charge	
Smaller Recyclable or Yard Trimmings Carts – 64-Gallon	✓
Curbside Motor Oil & Filter Collection	✓
Curbside Household Battery Collection	✓
Curbside Holiday Tree Collection	✓
Curbside Bulky Item/Reusable Materials Collection – Two (2) Per Year	✓
Additional Services Available for an Additional Charge	
Additional Mixed Compostable Materials Carts	\$
Additional Recyclable Materials Carts	\$
Additional Yard Trimmings Carts	\$
Special Services Carrying an Additional Charge	
On-Premise Drive-on Service (Optional)	\$
On-Premise Walk-on Service (Optional)	\$
Extra Services Available for an Additional Charge	
Collection of Additional Curbside Bulky Item/Reusable Materials	\$
Bin-for-a-Day Services	\$
Debris Box Services	\$

GreenWaste will provide all Residential Service Recipients with weekly Base Services that include curbside collection of Mixed Compostable Materials, Yard Trimmings and Recyclables, and will offer additional services as described in this section. GreenWaste-provided Collection Containers will be offered in the following sizes, with options for additional Carts and/or sizes available, as detailed in the table below.

Residential Carts			
<i>Cart Size (or equivalent)</i>	Mixed Compostable Materials	Recyclables	Yard Trimmings
20-Gallon	\$**	–	–
32-Gallon	\$**	–	–
64-Gallon	\$	✓	✓
96-Gallon	\$	*✓	*✓

Additional Cart(s)	\$	\$	\$
✓ - Offered	\$ - Fee or Additional Fee		
- - Not Offered	* - Default Size	** - Base Services Only	

Base Service Plus Program

- **Base Service** | As part of Base Services, all Residential Service Recipients will repurpose their gray or black Garbage Cart into a Mixed Compostable Materials Cart (or receive a Cart if one is not currently onsite) and may request or continue to use up to one (1) 96-gallon Recyclable Materials Carts and up to two (2) 96-gallon Yard Trimmings Carts for no additional charge.
 - ✓ **Base Service Location** | The service location included in Base Services is Curbside for all Carts; located within 0' – 10' of the accessible road in a Curbside Area.
 - ✓ **Service Day** | Service of Mixed Compostable Materials, Yard Trimmings and Recyclable Materials will occur on the same day of the week, as determined by GreenWaste.
- **Additional Services – Recurring Optional** | Residential Service Recipients that wish to subscribe to greater than the allotment of Carts that comprise Base Services will need to subscribe to Additional Cart Services as described below for an additional charge.
 - ✓ **Additional Carts** | Recyclable Materials and Yard Trimmings Carts in excess of the allotment provided as part of Base Services will have an associated service charge. Additional Mixed Compostables Carts are also available for an additional service charge that is discounted and does not include the additional Recyclable Material Cart or Yard Trimmings Carts.
- **Special Services – Recurring Compulsory** | Residential Service Recipients with property access in locations that can only be accessed by smaller collection vehicles are classified as Small-Truck-Only.
 - ✓ **Small-Truck-Only Areas** | Small-Truck-Only Areas are defined as areas that cannot be serviced by a standard collection vehicle and where service is provided to three (3) or more Residential Service Recipients using a shared street, roadway or driveway. Collection services in Small-Truck-Only Areas is only available for Mixed Compostables Carts and Recyclable Material Carts, Yard Trimmings Carts must be placed Curbside.
- **Special Services – Recurring Optional** | Residential Service Recipients that would like collection service to occur beyond 10' of the accessible road, where the collection vehicle must traverse privately owned property, or where Carts are in enclosures prior to collection will need to subscribe to Recurring Special Services as described below for an additional charge.
 - ✓ **On-Premise Drive-on Service** | Drive-on service occurs when the collection vehicle must leave the accessible roadway and traverse or travel onto narrow roads or otherwise privately owned property that provides shared access to up to two (2) Service Recipients, including streets and driveways, and where the truck is able to safely drive within 10' of the Container(s) to be serviced. Drive-on service is charged by distance only and charges are independent of the size or number of Carts. Drive-on service is only available for Mixed Compostables Carts and Recyclable Material Carts, Yard Trimmings Carts must be placed Curbside. If a Service Recipient requires this service due to a unique service location, or if a Service Recipient requests this service as a preference, they will need to subscribe to Drive-on Service and pay the associated rate.

- ✓ **On-Premise Walk-on Service** | Walk-on service occurs when the collection vehicle is not able to drive within 10' of the Cart(s) to be serviced and the driver must retrieve each Cart from the set-out location, bring the Cart to the vehicle for service and return the Cart after service. Walk-on services are charged by distance and number of Carts being serviced, as determined by measuring the one-directional distance between each Cart to be serviced and >10' away from the Collection Vehicle. Walk-on services are only available for Mixed Compostables Carts and Recyclable Material Carts, Yard Trimmings Carts must be placed Curbside. If a Service Recipient requires this service because of a unique service location or requests this service as a preference, they will need to subscribe to Walk-on Service and pay the associated rate.
- ✓ **Combined Drive-on/Walk-on Service** | Drive-on service may be combined with Walk-on Service where the collection vehicle must both leave the accessible roadway and traverse or travel onto narrow roads or otherwise inaccessible property and the driver must dismount the vehicle because the truck is not able to drive within 10' of the container(s) to be serviced. If a Service Recipient requires combined Drive-on/Walk-on service because of a unique service location or requests this service as a preference, they will need to subscribe to both Drive-on and Walk-on services and pay the associated rates, where the rate for each individual service (or services) will be added together.
- ✓ **Enclosure Service** | Enclosure Service occurs when a Service Recipient leaves their Carts inside an enclosure and the driver must retrieve Carts from an enclosure and return Carts to an enclosure after service. Enclosure service includes unlocking/locking enclosures. Enclosure Service charges may apply to Curbside collection or be combined with Walk-on Service and/or Drive-on Service and a separate charge applies for each enclosure. If a Service Recipient requires this service because of a unique service location or requests this service as a preference, they will need to subscribe to Enclosure Service and pay the associated rate.

Collection Service Standards

- **Standard Collection Methodology** | Due to the unique geography and topography of the Town of Los Altos Hills, and expressed preference by Service Recipients for On-Premise collection, GreenWaste will provide Curbside, Small-Truck-Only and/or On-Premise collection. GreenWaste will collect Mixed Compostable Materials and Recyclables in either single or a dual-compartment semi-automated side-loader vehicle. The dual-compartment vehicles will perform collection in Small-Truck-Only Areas as well as On-Premise Service, where Recyclables will be collected and stored in one segregated compartment of the collection vehicle and Mixed Compostable Materials will be collected in the other segregated compartment of the collection vehicle. Yard Trimmings will be collected one of two ways:
 - ✓ **Curbside:** GreenWaste will collect Yard Trimmings set out for collection Curbside in a Yard Trimmings Cart using a side-load vehicle.
 - ✓ **Small-Truck-Only & On-Premise:** Yard Trimmings set out On-Premise must be within the Gray or Black Cart and will be collected and handled as Mixed Compostable Materials, and processed at the GreenWaste MRF to separate the materials.
- **Service Days** | GreenWaste will provide regular, scheduled collection of Mixed Compostable Materials, Yard Trimmings and Recyclable Materials from each Residential Service Recipient in the Town on a once-per-week basis, Monday through Friday, except following the three (3) proscribed Holidays (New Year's Day, Thanksgiving and Christmas) when Saturday service will be required. GreenWaste will collect Mixed Compostable Materials from the Service Recipient on other than the normal day of service when that Service Recipient has called and made arrangements with GreenWaste to provide the extra service. Such service will be subject to an extra charge.

- **Overages Program – Excess Materials** | GreenWaste will collect excess materials that are set-out by Residential Service Recipients on an occasional basis and will be charged in 32-gallon increments reflective of the material type. Service Recipients must call in the service request at least 24 hours in advance of their regular service day. In the event the number of bags and/or personal cans left out by the Service Recipient exceeds the number of bags and/or personal cans on the driver's work order, the driver may either leave additional bags uncollected and leave a non-collection notice or collect the additional bag(s) and call in the overage to Customer Service who will initiate an additional charge to the Service Recipient's account. Service Recipients may also place a standing order on their account that denotes they are pre-authorizing being charged for the collection of any and all overages set out at their regular set-out location whether they called in the service or not. Service Recipients who have placed standing orders may remove such standing orders at any time.

Residential Mixed Compostable Materials Collection

GreenWaste will provide all Residential Service Recipients with weekly Curbside, Small-Truck-Only and/or On-Premise Mixed Compostable Materials collection service in Carts provided by GreenWaste. Base Services include one (1) 20-, 32-, 64 or 96-gallon Mixed Compostable Materials Cart, or equivalent, collected Curbside. GreenWaste will also offer additional Mixed Compostable Materials Carts, in 64- and 96-gallon sizes, upon request and for an additional charge that is fifty percent (50%) of the Base Service Mixed Compostables Cart equivalent and does not include the additional Recyclable Materials and Yard Trimmings Carts provided as part of Base Services for no additional charge. GreenWaste will deliver different size or additional Mixed Compostable Materials Carts within one week of a Service Recipient's request.

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

Manure Collection | GreenWaste understands the prevalence of horse-related facilities in the Town. As such, GreenWaste will offer collection of manure as a Mixed Compostable Material in 64-gallon Carts at a rate that is fifty percent (50%) of the 64-gallon Base Service Mixed Compostables Cart.

Residential Recyclable Materials Collection

GreenWaste will provide all Residential Service Recipients with weekly Curbside, Small-Truck-Only and/or On-Premise Recyclable Materials collection service in Carts provided by GreenWaste on the same day of the week that GreenWaste performs Mixed Compostable Materials Collection services. The Base Service Plus package includes one (1) 96-gallon Recyclable Materials Cart collected Curbside for no additional charge and GreenWaste will also offer 96-gallon Recyclable Materials Carts upon request and for an additional charge that is five percent (5%) of the Base Service Mixed Compostables Cart equivalent. GreenWaste will deliver a different size Recyclable Materials Cart or additional Recyclable Materials Carts within one week of a Service Recipient's request. GreenWaste will offer 64-gallon Carts for Service Recipients upon request. Recyclable Materials will be collected from Recyclable Materials Cart(s) placed adjacent to the Mixed Compostable Materials Cart(s).

- [Recyclable Materials Overages Program – Excess Materials](#) | Service Recipients that occasionally require collection of Recyclable Materials in excess of their normal subscription volume and/or Recyclable Materials that exceed the weight limit and/or capacity of the provided Recyclable Materials Cart(s) provided or subscribed, may take advantage of GreenWaste's Recyclable Materials Overages Program. GreenWaste will collect extra material, placed next to the Recyclable Materials Cart(s) in 32-gallon clear, translucent or properly labeled bags, flattened and bundled/secured cardboard not exceeding 3' x 3' x 3' or personal 32-gallon cans for an additional charge.
- [Recyclable Materials Collection & Processing](#) | Recyclable Materials will be collected in its own separate compartment in single or dual-compartment semi-automated side-loader vehicles. GreenWaste will transport all Recyclable Material collected to the GreenWaste MRF in San Jose, CA and will follow the processing methodology described in [Section 5 | Processing and Disposal](#)

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

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

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

[Yard Trimmings Collection](#)

GreenWaste will provide all Residential Service Recipients with weekly Curbside Yard Trimmings collection service in Carts provided by GreenWaste on the same day of the week that GreenWaste performs Mixed Compostable Materials Collection services – Yard Trimmings collection service is not provided On-Premise or in Small-Truck-Only Areas. The Base Service Plus package includes two (2) 96-gallon Yard Trimmings Carts collected Curbside for no additional charge. GreenWaste will also offer 64-gallon Yard Trimmings Carts upon request. GreenWaste will deliver a different size Yard Trimmings Cart or additional Yard Trimmings Carts within one week of a Service Recipient's request. Yard Trimmings will be collected Curbside only from GreenWaste provided Yard Trimmings Cart(s).

- [Yard Trimmings Overages Program](#) | Service Recipients that occasionally require collection of Yard Trimmings in excess of their normal subscription volume and/or Yard Trimmings that exceed the weight limit and/or capacity of the Yard Trimmings Carts provided by GreenWaste, may take advantage of GreenWaste's Yard Trimmings Overages Program. GreenWaste will provide Service Recipients with four (4) vouchers annually to periodically set out materials accepted in the Yard Trimmings stream at no additional charge. GreenWaste will collect extra material, placed curbside, next to the Yard Trimmings Cart(s), tied and secured in bundles or in paper bags or personal carts or cans, in an amount not to exceed 96-gallons. Additional vouchers will be available for purchase.
- [Yard Trimmings Collection & Processing](#) | Yard Trimmings will be collected Curbside in a single- or dual-compartment side-loader vehicle. GreenWaste will transfer all Yard Trimmings collected to the GreenWaste Materials Recovery Facility (MRF) in San Jose, CA for subsequent processing at Z-Best Composting Facility in Gilroy, CA and will following the processing methodology described in [Section 5 | Processing and Disposal](#).

Christmas Tree Collection | As part of the Yard Trimmings Collection Program, GreenWaste will collect, on the normal Yard Trimmings Collection schedule, all unadorned and unflocked Christmas trees which are set out Curbside in the first twenty-eight (28) calendar days following December 26 of each year.

2.b Non-Residential

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

Non-Residential Collection Services	
Mixed Compostable Materials	✓
Recyclable Materials	✓
Yard Trimmings	✓

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

Non-Residential Containers			
	Mixed Compostable Materials	Recyclable Materials	Yard Trimmings
64-Gallon	✓	✓	✓
96-Gallon	✓	✓	✓
1-8 cubic yard Bins	✓	✓	–
✓ ~ Offered			

Collection Service Standards

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

Non-Residential Mixed Compostable Materials Collection

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

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

Non-Residential Recyclable Materials Collection

GreenWaste will provide Recyclable Materials collection services to each subscribing Non-Residential Service Recipients that has Mixed Compostable Materials service. GreenWaste will collect Recyclable Materials from each Non-Residential Service Recipient at the point of collection selected by the Non-Residential Service Recipient. Additional charges may be imposed for Containers that are not immediately accessible by automated or semi-automated collection vehicles or for rear-load Bins that are placed out for collection greater than 25' away from the closest location that a rear-load vehicle can gain access the rear-load Bins.

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

Non-Residential Yard Trimmings Collection

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

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

3 Additional Services

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

3.a Town-Wide Clean-Up Services

GreenWaste will continue to provide Town-wide clean-up services to all Residential Service Recipients, prioritizing reuse, diversion, and customer convenience. GreenWaste has been providing the Town-wide clean-up service under the current Franchise Agreements, and over the years has fine-tuned the coordination, operation and overall delivery of this program. Three days per year, on a schedule and location mutually agreed upon by GreenWaste and the Town, GreenWaste will continue to provide sufficient equipment and staffing to collect and remove accumulated wastes. GreenWaste will handle all materials received in a manner that will allow the maximum amount to be recycled, or otherwise diverted from the landfill. Materials will be accepted as described in [Exhibit D | Town-wide Clean-up Services](#).

3.b On-Call Bulky Item Clean-Up

GreenWaste will continue to provide the same convenient On-Call Cleanup services to Residential Service Recipients to collect bulky items and reusable materials, prioritizing reuse, diversion, and customer convenience. Up to two times per year, Residential Service Recipients may request on-call cleanup services. GreenWaste will handle all materials collected in a manner that will allow the maximum amount to be recycled or otherwise diverted from the landfill.

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

3.c Services to Town Facilities

GreenWaste will provide collection services for Mixed Compostable Materials, Yard Trimmings and Recyclable Materials generated at Town facilities designated by the Town Manager. There will be no charge to the Town for these services. GreenWaste will provide appropriate containers for the locations selected by the Town and service them on a mutually agreed schedule that will prevent overflow of the containers and maximize collection efficiency.

4 Collection Equipment and Operations

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

4.a Collection Vehicles

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

*Proposed Renewable Diesel Collection Vehicles**

	Vehicle Type	Fuel Type	Quantity	Age	Capacity	Vehicle Manufacturer
Residential	Semi-automated Side-loader	Renewable diesel	3	New	10-12 yd ³	2019/20 Isuzu Chassis Amrep body (or equivalent)
	Semi-automated Side-loader	Renewable diesel	3	New	14 yd ³	2019/20 Freightliner Chassis Amrep body (or equivalent)
Non-Residential – Bins	Single-compartment Front Loader	Renewable diesel	0.2	New	40 yd ³	2019/20 Peterbilt Chassis New Way body (or equivalent)

*Actual vehicles purchased will be dependent on migration of services within the first three (3) months of the new program.

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

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

4.b Collection Containers

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

Carts

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



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

Bins

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

4.c Operations and Maintenance Plan

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

GreenWaste Corporation Yard and Maintenance Facility

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

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

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

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

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

Maintenance Plan

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

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

Route Planning

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

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

4.d Personnel & Worker Safety

Personnel

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

Mr. Lopez will be assisted in the operations for the Town by one (1) route supervisor, one (1) mechanic, and five (5) drivers, although the total number of employees may fluctuate over time to ensure efficient and effective collection services. GreenWaste will continue to employ the existing employees who currently serve the Town. GreenWaste has an exceptional track record of maintaining long relationships with its employees. Currently, the average service time for drivers that provide service to the Town of Los Altos Hills is almost fifteen (15) years. GreenWaste is fully staffed and does not anticipate needing to fill any additional positions to provide the services.

Worker Safety

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

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

5 Processing and Disposal

The following section details the processing and disposal services GreenWaste will provide as part of the Residential and Non-Residential collection programs. All materials collected in the Town will be transported to the GreenWaste MRF in San Jose for processing.

- Recyclable Materials will be sorted on the single-stream recyclables processing line at the MRF where they will be separated by material type, baled and shipped to market to be given new life as a recycled product.
- Mixed Compostable Materials will be processed in a separate building at the MRF and the recovered organic materials will be sent to Z-Best Composting Facility in Gilroy.
- After initial processing at the MRF, all Yard Trimmings will be sent to Z-Best in Gilroy where they will be screened and further processed into high-quality soil amendment.
- Residue from the GreenWaste MRF and Z-Best will be transported to Newby Island Landfill for disposal through the term of the Town's Disposal Agreement with Newby.

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

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

5.a Recyclable Materials Processing

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

Acceptable Recyclable Materials

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

<u>Material</u>	<u>Definition</u>
Tin/Steel	Includes steel food, beverage, aerosol and paint cans. "Tin" cans fall into this category. Tin or other coatings are often applied to a steel food can.

<u>Material</u>	<u>Definition</u>
Aluminum	Aluminum used beverage containers, post-consumer aluminum beverage cans.
Metal – Misc.	Electrical motors, hangers (<i>bundled</i>), keys, nuts and bolts, metal pipe, propane tanks (<i>empty</i>), scrap metal, tools (<i>drained of all fluids</i>), toys, doors and screens.
PET	#1 Polyethylene Terephthalate (PET, PETE). PET is clear or mostly clear and tough. Commonly used in soft drink bottles and many injection molded consumer product containers.
NHDPE CHDPE	#2 (Natural High-Density Polyethylene). Includes milk, water and other bottles that are HDPE and are of a natural or translucent color. (Colored High-Density Polyethylene). Includes juice, detergent and other bottles that are HDPE and are of a colored or opaque color.
Mixed Plastic #3-7	#3 PVC: Polyvinyl Chloride. Commonly used in film for meat packaging and some rigid plastic containers. Does not include hard PVC (e.g. pipe). #4 LDPE: Low Density Polyethylene. Commonly used in newspaper and grocery bags and butter cups lids. Only acceptable when all film plastics are bagged together. #5 PP: Polypropylene. Commonly used in yogurt containers and deli trays. #6 PS: Polystyrene. (not typically recycled including Styrofoam) Commonly used <i>in</i> plastic cups and plates and to-go containers. Only acceptable when source separated from other mixed recyclables. #7 OTHER: Other mixed resins. Commonly used in mixed plastic containers or plastic products.
Glass – Clear	Clear Glass Bottles and Containers means clear glass beverage and food containers and glass dishware with or without a CRV label. Examples: Whole or broken clear soda and beer bottles, fruit juice bottles, peanut butter jars, and mayonnaise jars. Does <u>not</u> include glass bakeware, Pyrex or ceramics.
Glass – Colored	Colored Glass Bottles and Containers includes food and beverage containers – three subtypes described below: Green Glass Bottles and Containers means green-colored glass containers with or without a CRV label. Examples: Whole or broken green soda, beer and wine bottles. Brown Glass Bottles and Containers means brown-colored glass containers with or without a CRV label. Examples: Whole or broken brown soda, beer and wine bottles. Other Colored Glass Bottles and Containers means colored glass containers and bottles other than green or brown with or without a CRV label. Examples: Whole or broken blue or other colored bottles and containers.
Glass – 3 Mix	A collection of flint, amber, and green beverage or food container glass. It may contain normal container labels and metal tops.
Mixed Paper	A mixture of various grades of recyclable waste paper not limited by fiber content and includes most types of clean and dry paper including glossy, white ledger and computer papers, colored paper, newspapers, magazines, catalogs, phone books, shredded paper, cards, laser- printed white ledger, windowed envelopes, sticky notes, paperboard, paper egg cartons and often contains corrugated and brown paper. Does <u>not</u> include photographs, carbon paper, tissue, napkins or waxed/coated fiber or

<u>Material</u>	<u>Definition</u>
	mixed fiber products that may include coffee cups, ice cream containers, gable top cartons, aseptic or tetrapak. Food soiled materials and materials with visible water marks are not accepted.
News	Known as ONP (old news print), ONP has two major sub-grades: No. 8 is sorted newspapers only. No. 6 may have some magazines mixed in and may be tied in bundles or gathered in brown bags. Food soiled materials and materials with visible water marks are not accepted.
OCC	Used boxes and sheets of corrugated board of various qualities. Corrugated is known as OCC (old corrugated container). OCC is clean cardboard made from unbleached, unwaxed paper with a fluted (corrugated) inner liner. Does <u>not</u> include pizza boxes. Food soiled materials and materials with visible water marks are not accepted.
eWaste:	Includes calculators, cameras, cell phones, computer mice, cords, DVD players, DVRs, fax machines, keyboards, small printers, radios, scanners, smart phones, stereos, telephones, VCRs. Inkjet/toner cartridges are <u>not</u> acceptable in the commingled container but are acceptable if collected separately.

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

Non-Recyclable Materials

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

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

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

Processing Site Information

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

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

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

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

MRF Processing Operations

The single-stream recyclable materials processing building is capable of processing up to fifty (50) tons per hour of material, while consistently recovering up to 95% of processed material.

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

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

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

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

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

Permits and Regulatory Compliance

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

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

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

5.b Mixed Compostable Materials Processing

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

MRF Processing Operations

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



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

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

- **Eddy Current Separator** | The Eddy current separator has a strong magnetic belt that has positive and negative loops of electrical current. This causes non-ferrous metals to go flying over and separated into its own stream which ends in a bunker.
- **Max AI™** | The Max AI™ units are programmed to identify specific material types and extract anything that does not belong in the stream.
 - ✓ #1 Max AI™ | Removes anything other than HDPE natural and color from the stream.
 - ✓ #2 Max AI™ | Removes anything other than PET from the stream
 - ✓ #3 Max AI™ | Removes anything other than Plastics 2-7 from the stream.
 - ✓ #4 Max AI™ | Removes anything other than aluminum from the stream
- **Post-Sort** | After each optical sorter are quality control stations where sorters pull off any material that isn't PET, HDPE, or Plastics 2-7 to ensure optimum marketability of the recovered commodities.
- **Baler** | Two (2) balers prepare material for market. One machine is primarily used for mixed paper, while the other is primarily used for OCC. Both balers are adapted to use for various materials and computer systems connected to the material bunkers notify MRF employees when there is enough material accumulated for baling.

Z-Best Processing Operations

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

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

- **Screening and Shredding** | All materials are processed in an enclosed 20,000 square foot building to remove non-compostable items, including recyclables and residuals, and to shred the material.
- **Windrows** | The material is ejected into a 350-foot long bag that houses all the compostable wastes. PVC pipes are introduced into the bag and used to aerate the compostable materials. Retention time in the bags is about four months, at which time the contents are removed, turned and cured prior to screening.
- **Densimetric Tables** | A density separator that uses vibration and forced air fluidization separate the heavies (glass and any rock) from the lights (compost). The compost is fed onto a screen table with small holes in it that is vibrating, the forced air comes from underneath and through the holes, the lighter material (compost) falls one way while the heavier material (glass) is separated out.
- **Final Screening** | The materials are transported to a screening system that is used to remove any larger materials, which are then disposed. The smaller compostable materials are stockpiled and cured for an additional four weeks before being screened again and marketed as landscape compost.

5.c Yard Trimmings Processing

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

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

5.d Residue Disposal

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

6 Customer Service

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

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

Customer Service Operations

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

Tower is designed to:

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

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

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

Online Access

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

Billing

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

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

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

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

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

7 Environmental Considerations

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

7.a Processing and Associated Operations

Processing All Material Collected

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

Innovative Markets and End-Products

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

Sustainable MRF Operations

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

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

7.b Reuse Organization Support

Goodwill, Freecycle, and Hope Services

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

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

Good Karma Bikes

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

7.c Environmental Stewardship

Climate Action Planning

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

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

2017 Recycling Excellence Award - Gold

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

Green Business Certification

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

Environmentally Preferable Purchasing Policy

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

EXHIBIT J: NEW PROGRAM ROLL-OUT

DATE	MATERIAL/EVENT	DESCRIPTION
June 18/19	Customer Service & Outreach Training	<u>GOAL:</u> Ensure GreenWaste Recovery (GWR) staff understand and are fully-equipped to answer all questions related to internal and external communications. <u>DELIVERABLE:</u> Train and educate GWR staff on details of new program, including what is changing and what is remaining the same. <u>AUDIENCE:</u> GWR staff (direct) -> All Los Altos Hills (LAH) Service Recipients (indirect)
June 21	FAQs	<u>GOAL:</u> Ensure all GWR and Town staff can answer questions that may be asked and provide standard and consistent responses to residents. <u>DELIVERABLE:</u> Anticipate and consolidate likely questions from customers in a comprehensive FAQ worksheet that can be parsed and used 1) internally by GWR Customer Service and the Town and 2) adapted into a public document for outreach and educational purposes, including online applications. <ul style="list-style-type: none"> • Include on GWR and LAH websites • Make available to GWR staff • Hard-copies available at outreach events & Town Hall <u>AUDIENCE:</u> GWR/Town Staff (internal) and all LAH Service Recipients
June 21	Dedicated webpage	<u>GOAL:</u> Provide opportunity for Service Recipients to access information and make service requests online. <u>DELIVERABLE:</u> Develop and launch an informative and easy-to-use dedicated page (or pages) that Service Recipients can use to understand the changes and modify or preserve their existing service level. Includes details on: <ul style="list-style-type: none"> • Base Rates and services • Rates for Additional and Special Services • FAQs • Illustrations of new sorting and set-out methodology • Cart Selection form – will be sent to dedicated losaltoshills@greenwaste.com email • Map and query function and/or list to aid in deciphering Curbside (where Yard Trimmings must always be placed) vs. Hard-to-Service Areas (private roads and/or driveways that are shared by >3 Service Recipients). <u>AUDIENCE:</u> All LAH Service Recipients
June 21	Driver training	<u>GOAL:</u> Ensure GWR drivers understand the new program and phase-in/roll-out implementation timeline. <u>DELIVERABLE:</u> Provide entire operations team with training during morning meetings, including provision of applicable cart tags. <u>AUDIENCE:</u> GWR staff (direct) -> All LAH Service Recipients (indirect)
June 24-26	New Service Postcard	<u>GOAL:</u> Ensure all Service Recipients are made aware of changes that impact all Service Recipients, without providing too much information or information that would confuse Service Recipients. Provide resources for Service Recipients to obtain more information. <u>DELIVERABLE:</u> Design, print and mail full-color postcard, succinctly alerting Service Recipients to changes. Will reference: <ul style="list-style-type: none"> • New rates (rates not actually on postcard but will be provided in subsequent communications) • Yard trimmings must be curbside • Material must be in GWR containers • Announcement of Workshop dates <u>AUDIENCE:</u> All LAH Service Recipients
June 24 – July 14	Digital Communications	<u>GOAL:</u> Ensure Service Recipients know how and where to access GWR staff for questions and provide links to digital resources. <u>DELIVERABLE:</u> Brief, catchy and informative digital communications via 1) Email to GWR’s e-billing customers, 2) LAH’s Nextdoor, and 3) LAH’s Facebook <u>AUDIENCE:</u> All LAH Service Recipients
June 29	Workshop #1	<u>GOAL:</u> Deliver comprehensive and succinct information on changes to services and new rate structure. Answer all general questions, assist with and secure completed Cart Selection Guides and obtain contact information for Service Recipients that may need answers based on individual circumstances. <u>DELIVERABLE:</u> Host workshop, inclusive of an interactive presentation, Q&A session, and one-on-one conversations. <ul style="list-style-type: none"> • Held at Town Hall • GWR staff will have computer to walk Service Recipients through online cart selection guide, as requested <u>AUDIENCE:</u> All LAH Service Recipients
July 1	Base Rates & On-Premise Rates, as recorded in Tower, applied	<u>GOAL:</u> Start transitioning Service Recipients from the old rate structure to the new rate structure. <u>DELIVERABLE:</u> Bring Service Recipients up to current Base Rates reflective of their then-current garbage subscription level. <ul style="list-style-type: none"> • Service Recipients will be billed at the new rates for the July 1 – Sept. 30 billing period for services they were receiving as of the billing date that includes their Garbage (now Mixed Compostables) rate and the Drive-on distance charge for their the-current set-out location as recorded in Tower. Charges will not be applied for Drive-on Services of 11’ – 100’ (until January 1st) or Walk-on Services (until August 1st). • Service Recipients that request Bulky-item Collections will be charged when the service is provided. • Service Recipients that <i>increase</i> Drive-on Services and begin setting out in a new location will be billed based on the date GWR can guarantee the modified services will be provided. • As to not penalize Service Recipients that proactively right-size their service level that would normally increase their costs, GWR will implement the following roll-out/Phase-in of charges and services: <ul style="list-style-type: none"> ○ Service Recipients that modify their service level and increase Base Service cart size and/or requested additional monthly services (i.e. more Mixed Compostables, Yard Trimmings and/or Recyclable Materials carts) will not be billed for these additional recurring services until the date services were actually provided or October 1, whichever is later (note, some additional services provided will be charged during the month of September during GWR’s Enforcement Tagging process explained below). <u>AUDIENCE:</u> All LAH Service Recipients
July 1- July 31	Review of 0’ – 100’ Service Recipients and/or Hard-to-Service Area	<u>GOAL:</u> Gather needed data and create needed resources re. On-Premise and/or Hard-to-Service Area Service Recipients. <u>DELIVERABLE:</u> Assemble comprehensive maps that illustrate area and related service options, as well as custom forms to allow Service Recipients to provide GWR detailed information on service location. <u>AUDIENCE:</u> Service Recipients with On-Premise services and/or Service Recipients in new Hard-to-Service Area
July 8-12	Cart Selection Guide	<u>GOAL:</u> Reinforce changes in service and rates, encourage active participation from Service Recipients & collect and update all Service Recipient subscriptions. <u>DELIVERABLE:</u> Design and print trifold mailer with tear-off, pre-paid return-mail form. Include explanation of the new Base Services (what services are included/excluded) and provide Service Recipients with a convenient way to determine the cost of their services. <ul style="list-style-type: none"> • Provide accessible menu of choices • Communicate availability of the workshop and other ways to contact GWR <u>AUDIENCE:</u> All LAH Service Recipients

July 14	Workshop #2	<p><u>GOAL:</u> Deliver comprehensive and succinct information on changes to services and new rate structure. Answer all general questions, assist with and secure completed Cart Selection Guides and obtain contact information for Service Recipients that may need answers based on individual circumstances.</p> <p><u>DELIVERABLE:</u> Host workshop, inclusive of an interactive presentation, Q&A session, and one-on-one conversations.</p> <ul style="list-style-type: none"> • Held at Town Hall • GWR staff will have computer to walk Service Recipients through online cart selection guide, as requested • <u>AUDIENCE:</u> All LAH Service Recipients
July 20	Fire Prevention Event	<p><u>GOAL:</u> Be as accessible to Service Recipients as possible in order to answer questions and provide clarity regarding the service changes.</p> <p><u>DELIVERABLE:</u> GWR outreach staff to be available on-site during existing operational event.</p> <p><u>AUDIENCE:</u> LAH Service Recipients attending event</p>
July 27	Clean Up Event	<p><u>GOAL:</u> Be as accessible to Service Recipients as possible in order to answer questions and provide clarity regarding the service changes.</p> <p><u>DELIVERABLE:</u> GWR outreach staff to be available on-site during existing operational event.</p> <p><u>AUDIENCE:</u> LAH Service Recipients attending event</p>
Aug 1-September 30	Targeted Education and Service Assistance for 11'-100' Service Recipients and/or Hard-to-Service Area	<p><u>GOAL:</u> Work individually with subsections of the community to educate on set-out requirements in relation to On-Premise vs. Hard-to-Service standards as adopted by Council. Confirm GWR records of true Curbside service vs. 11' 100'. Gather updated On-Premise service subscriptions.</p> <p><u>DELIVERABLE:</u> Package of resources, including maps, illustrations and subscription forms, customized based on Service Recipient's needs. Community events and/or site visits to provide customized information. Completed subscriptions gathered by October 31, 2019 to allow for accurate, updated billing as of January 1, 2020.</p> <ul style="list-style-type: none"> • Should Service Recipient request to reduce Drive-on Service before January 1 implementation date (see below), they will do so under the pre-Hard-to-Service structure. January 1 rate will reflect updated On-Premise charges. <p><u>AUDIENCE:</u> Service Recipients with On-Premise services and/or Service Recipients in new Hard-to-Service Area</p>
Aug 1	Updated Recycle Guide available online	<p><u>GOAL:</u> Provide a detailed explanation of what materials go in the different carts based on a specific Service Recipients set-out location(s).</p> <p><u>DELIVERABLE:</u> Update Recycle Guide to match new service offerings.</p> <ul style="list-style-type: none"> • Recycle guide will be temporarily pulled from site will update is being done. However, supplemental information on the site will answer all pertinent questions. <p><u>AUDIENCE:</u> All LAH Service Recipients</p>
Aug 1	Environmental Initiative Com.	<p><u>GOAL:</u> Ensure the Committee understands the new program and can serve as ambassadors in the community.</p> <p><u>DELIVERABLE:</u> Update committee and status and learn from them any specific questions or concerns that are out in the community</p> <p><u>AUDIENCE:</u> Committee (direct) -> All LAH Service Recipients (indirect)</p>
Aug 1	Newsletter	<p><u>GOAL:</u> Reinforce new program guidelines and ensure follow-up communication throughout program rollout.</p> <p><u>DELIVERABLE:</u> Use existing communication means to provide an update on the program and answer top FAQs.</p> <p><u>AUDIENCE:</u> All LAH Service Recipients</p>
Aug 12 -30	Cart delivery	<p><u>GOAL:</u> Supply Service Recipients with needed tools for new service program.</p> <p><u>DELIVERABLE:</u> Deliver and/or remove carts in a timely fashion.</p> <ul style="list-style-type: none"> • Carts will be staged at Foothills College • All Yard Trimmings carts and all carts that are part of cluster points will be nearly marked with address upon delivery, on back side of cart. Carts already onsite will be systematically marked with address, as needed. • Carts will be delivered to houses, not cluster points. • Service Recipients will only receive included 2nd Yard Trimmings cart if they've requested it. • Note: Service Recipient may choose to keep previous hauler's cart for use of extra Yard Trimmings only (and extra Yard Trimmings must be set-out curbside, if set-out On-Premise they will be collected and charged at the Mixed Compostables rate) <p><u>AUDIENCE:</u> All LAH Service Recipients that require additional GWR carts, GWR carts be removed, and/or cart-swaps based on service levels and elimination of garbage container</p>
Sept 1	Yard Trimmings Vouchers	<p><u>GOAL:</u> Provide Service Recipients with the opportunity to have extra Yard Trimmings collected curbside (to address concerns expressed by the Council about stockpiling of Yard Trimmings and seasonal fluctuations)</p> <p><u>DELIVERABLE:</u> Develop and distribute four (4) vouchers to each Service Recipient to set out extra Yard Trimmings curbside for no additional charge (all Service Recipients in good standing will receive these vouchers annually)</p> <ul style="list-style-type: none"> • Precedent will be set that extra Yard Trimming vouchers will be received in early September <p><u>AUDIENCE:</u> All LAH Service Recipients</p>
Sept 2	Enforcement tagging	<p><u>GOAL:</u> Assign appropriate service levels to Service Recipients that have not proactively subscribed to services.</p> <p><u>DELIVERABLE:</u> Design and print eye-catching cart tags. Drivers to tag carts to push Service Recipients that have not subscribed to add-ons, but are using add-ons, to subscribe to desired services.</p> <ul style="list-style-type: none"> • 1st tag: Tag and collect • 2nd tag: Tag and collect • 3rd tag: Tag and leave material • 4th tag +: Tag & charge the Service Recipient <p><u>AUDIENCE:</u> LAH Service Recipients that have not subscribed to the add-on services they are using</p>
Oct 1	Apply add-on service charges for those that have subscribed	<p><u>GOAL:</u> Continue phasing in new rates by applying charges for increased Base Services and/or Additional Carts. Encourage Service Recipients to "right-size" themselves proactively without feeling like they would be penalized for this proactive participation.</p> <p><u>DELIVERABLE:</u> FINAL ROLLOUT TBD</p> <p>Apply charges that have been requested/submitted but have not yet been charged for increased waste capacity, including increased Mixed Compostable volume and/or Additional Carts.</p> <ul style="list-style-type: none"> • Service Recipients that have notified GWR that they desire to downgrade their Base Service cart size and/or requested the removal of Additional Carts will be billed at the downgraded service level on the date GWR can provide the modified service, no later than one (1) month after the requested change in service has been received by GWR. <p><u>AUDIENCE:</u> LAH Service Recipients that have completed Cart Selection Guide or who have otherwise communicated with GWR the service add-ons they would like</p>
Jan 1, 2020	Apply updated On-Premise charges, as applicable	<p><u>GOAL:</u> Complete phase-in of new rates by applying updated charges for On-Premise Service based on new measurements. Convert existing distance related charges to appropriate Drive-on rate.</p> <p><u>DELIVERABLE:</u> FINAL ROLLOUT TBD</p> <p>Bill Service Recipients based on set-out location data gathered and confirmed targeted On-Premise/Hard-to-Service education. Bill will be received in February for January – March billing cycle and will include first instances of new Drive-on charges based on updated measurements.</p> <p><u>AUDIENCE:</u> On-Premise and/or Hard-to-Service Area Service Recipients</p>

EXHIBIT K: CURBSIDE AND SMALL-TRUCK-ONLY AREAS

Pursuant to Section 1.10 “Curbside Area” and Section 1.25 “Small-Truck-Only Area” and to serve the best interest of Service Recipients that may present unique circumstances regarding their Set-out Locations and particular roads or road segments, the City Manager and Franchisee mutually agree to finalize the following list of Curbside and Small-Truck-Only Areas by January 1, 2020.

Curbside Areas:

Streets not listed as Exclusively or Partially Small-Truck-Only Areas are considered Curbside Areas as defined in Section 1.10 of the Agreement. Franchisee can service streets considered Curbside Areas using a large collection vehicle. On-Premise collection service distances in Curbside Areas will be measured pursuant to Sections 1.18 and 1.49 of the Agreement.

Streets that are Exclusively Small-Truck-Only Areas:

Franchisee can only service these streets considered Small-Truck-Only Areas, as defined in Section 1.25 of the Agreement, using a small collection vehicle. On-Premise collection service distances in Small-Truck-Only Areas will be measured pursuant to Sections 1.18, 1.37 and 1.49 of the Agreement. Yard Trimmings will not be collected on these streets.

- Alta Ln
- Altamont Ct
- Avila Ct
- Baker Ln
- Bella Ladera Dr
- Blandor Way
- Blue Oaks Pl
- Brendel Dr
- Buena Vista Dr
- Calle Del Sol
- Camino Hermoso Dr
- Camino Medio Ln
- Campo Vista Ln
- Cantata Way
- Casa Mia Way
- Central Dr
- Chaparral Way
- Chardonnay Ln
- Cortez Ln
- Darling Ln
- Dezahara Way
- Dori Ln
- El Caminito Rd
- El Monte Ave
- Elsie Way
- Encinal Ct
- Estralita Pl
- Gerth Ln
- Hidden Springs Ct
- Hooper Ln
- Jabil Ln
- Josefa Ln
- Lennox Way
- Lomita Linda Ct
- Loan Oak Ln
- Maria Ln
- Mora Ln
- Nicole Ln
- Northcrest Ln
- Old Trace Ln
- Padre Ct
- Red Rock Rd
- Ridgewood Ln
- Rolly Rd
- Sherlock Way
- Sherlock Rd
- Sherlock Ct
- Silent Hills Ln
- Sundown Canyon Way
- Sunset Dr (East and West)
- Tanglewood Ln
- Thendora Ln
- Toyonita Rd
- Vista Del Valle Ct
- Voorhees Dr
- Wildcrest Dr
- Wildflower Ln
- Wright Way

Streets that are Partially Small-Truck-Only Areas

Franchisee can only service part of these streets using a small collection vehicle. On-Premise collection service distances in Small-Truck-Only Areas will be measured pursuant to Sections 1.18, 1.37 and 1.49 of the Agreement.. For street segments of that fall in the Small-Truck-Only Area, Yard Trimmings will not be collected on these streets.

- Anacapa Dr
- Arroyo Oaks Dr
- Beatrice Lane
- Black Mountain Rd
- Burke Ln
- Byrd Ln

- Country Way
- El Monte Rd
- Fernhill Dr
- Fremont Pines Ln
- Hillpark Ln

- Hilltop Dr
- La Cresta Dr
- La Loma Dr
- Moody Rd
- Natoma Rd

- Old Page Mill Rd
- Ravensbury Ave
- Robleda Rd
- Via Ventana Way
- Vinedo Ln