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~~DRAFT~~ FRANCHISE AGREEMENT

BETWEEN

CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY

AND

ALLIED WASTE SYSTEMS, INC. D/B/A ALLIED WASTE SERVICES OF CONTRA COSTA COUNTY D/B/A REPUBLIC SERVICES OF CONTRA COSTA COUNTY

FOR

COLLECTION SERVICES

JULY 24, 2025

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TABLE OF CONTENTS

RECITALS **1**
ARTICLE 1 DEFINITIONS **3**
ARTICLE 2 GRANT AND ACCEPTANCE OF EXCLUSIVE SERVICE RIGHTS **3**
2.1 Scope of Agreement 3
2.2 Scope Limitations and Exclusions 4
2.3 Change in Marketability of Materials 7
2.4 Change in Scope 7
2.5 Payment of Procurement Expenses 8
2.6 Obligation to Provide Service 8
2.7 No Guarantees of Materials Volume or Composition, or Subscriber Service 10
2.8 References to Defined Terms 11
2.9 Subcontractors and Affiliates 11
ARTICLE 3 REPRESENTATIONS AND WARRANTIES **11**
3.1 Of the Contractor 11
3.2 Of the Authority 13
3.3 Of the Parties 13
ARTICLE 4 TERM OF AGREEMENT **14**
4.1 Term and Option to Extend 14
ARTICLE 5 COLLECTION **14**
5.1 Overview of Scope of Services 14
5.2 Material Acceptance and Rejection 15
5.3 Solid Waste Collection, Transport, and Delivery 19
5.4 Recyclable Materials Collection, Transport, and Delivery 19
5.5 Commingled Organics Collection, Transport, and Delivery 20
5.6 Commercial Food Scraps Collection, Transport, and Delivery 20
5.7 Member Agency Facility Collection, Transport, and Delivery 21
5.8 Special Events 22
5.9 Right to Redirect Transfer 25
5.10 Public Schools, State, County, and Federal Facilities 25
ARTICLE 6 RESERVED **25**
ARTICLE 7 OTHER RELATED SERVICES **25**
7.1 Public Education, Outreach, and Technical Assistance 25
7.2 Billing 32
7.3 Provision of Emergency Services 40
7.4 Extended Producer Responsibility Programs 41

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

7.5 Generation, Characterization, and Pilot Studies 43
7.6 Waivers 43
7.7 Customer Service Program 45
7.8 Web-Based Technical Assistance and Compliance Tracking Software 51
7.9 Annual Compost Product Giveaways 51
7.10 Shredding Events 52
7.11 Customer Incentive Program 52
ARTICLE 8 STANDARD OF PERFORMANCE 52
8.1 General 52
8.2 Collection Standards 53
8.3 Days and Hours of Collection 55
8.4 Reserved 55
8.5 Identification and Response to Unpermitted Waste and Excluded Waste 55
8.6 Permits 56
8.7 Reserved 57
8.8 Vehicle Turnaround Times at Designated Facilities 57
8.9 Reserved 58
8.10 On-Road Vehicle Requirements 58
8.11 Personnel 63
8.12 Equipment and Supplies 65
8.13 Compliance with Facility Rules 69
ARTICLE 9 PAYMENTS TO THE AUTHORITY 69
9.1 Other Payments 69
9.2 Adjustment of Payments 70
9.3 Method of Payments 70
9.4 Timing of Payments and Penalties for Late Payments 70
9.5 Billing and Payment Audit 70
9.6 Payments to Designated Facilities 70
9.7 Reserved 71
ARTICLE 10 CONTRACTOR'S COMPENSATION 71
10.1 Overview 71
10.2 Process for Setting Maximum Rates 72
10.3 Maximum Rate Application Process 73
10.4 Special Rate Review 75
10.5 Adjustment of Maximum Rates for Changes in Scope 77
10.6 Notice of Rate Adjustments 77
ARTICLE 11 REVIEW OF SERVICES AND PERFORMANCE 78
11.1 Right to Enter Facility and Observe Operations 78

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

11.2 Performance Review 78
11.3 Performance Hearing 79
ARTICLE 12 RECORD KEEPING AND RECORDING 79
12.1 General Record Keeping Provisions 79
12.2 Review and Inspection 80
12.3 Retention of Records 80
12.4 Other Information Requirements 80
12.5 Reporting 80
12.6 Recycling and Disposal Reporting System Reporting 81
12.7 CERCLA Reporting 82
ARTICLE 13 INDEMNIFICATION, INSURANCE, AND PERFORMANCE BOND 82
13.1 General Indemnification 82
13.2 Hazardous Substance Indemnification 83
13.3 CalRecycle Indemnification 83
13.4 Environmental Indemnity 83
13.5 Insurance 84
13.6 Performance Bond 87
ARTICLE 14 BREACH, DEFAULT, REMEDIES, AND TERMINATION 87
14.1 Events of Breach 87
14.2 Contractor's Right to Remedy Breach 88
14.3 Acts Necessary to Perform Service 88
14.4 Event of Default 89
14.5 Event of Default Not Curable 90
14.6 Authority's Remedies in the Event of Default 90
14.7 Specific Performance 91
14.8 Authority's Remedies Cumulative 91
14.9 Liquidated Damages 91
14.10 Excuse from Performance 93
14.11 Right to Demand Assurances of Performance 93
14.12 Waiver of Defenses 94
14.13 Guaranty of Contractor's Performance 94
ARTICLE 15 RESOLUTION OF DISPUTES 94
15.1 Cooperation and Disputes Between Contractors 94
15.2 Informal Resolution 95
15.3 Mediation 95
15.4 Pendency of Dispute 95
ARTICLE 16 OTHER AGREEMENTS OF PARTIES 95
16.1 Relationship of Parties 95

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

16.2 No Third-Party Beneficiaries 95
16.3 Compliance with Law 95
16.4 Governing Law 96
16.5 Jurisdiction 96
16.6 Notice to Parties 96
16.7 Assignment and Transfer of Agreement 96
16.8 Future Procurement and Transition to Next Contractor 98
16.9 Compliance Audit 99
16.10 Binding on Successors 99
16.11 Non-Waiver 99
ARTICLE 17 MISCELLANEOUS PROVISIONS 99
17.1 Entire Agreement 99
17.2 Amendment 99
17.3 Section Headings 99
17.4 References to Laws 100
17.5 Interpretation 100
17.6 Severability 100
17.7 Further Assurance 100
17.8 Counterparts 100
17.9 Exhibits 100
17.10 The Authority's Right to Make Administrative Changes 100
17.11 Electronic Signatures 101
17.12 Actions of the Authority in its Governmental Capacity 101

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

LIST OF EXHIBITS

Exhibit A: Defined Terms

Exhibit B: Scope of Work

Exhibit B-1: Single-Family Collection Services

Exhibit B-2: Multi-Family Collection Services

Exhibit B-3: Commercial Collection Services

Exhibit B-4: Member Agency Collection Services

Exhibit B-5: Service Area Map

Exhibit B-6: Public Litter Container Locations

Exhibit C-1: List of Allowable Recyclable Materials, Commingled Organics, and Commercial Food Scraps

Exhibit C-2: Public Education and Outreach Plan

Exhibit D: Reporting Requirements

Exhibit D-1: Reporting Templates

Exhibit E: Rate Adjustment Methodology

Exhibit E-1: Index-Based Rate Adjustment Methodology

Exhibit E-2: Cost-Based Rate Adjustment Methodology

Exhibit E-3: Initial Maximum Rates and Subscription/Service Levels

Exhibit F: Liquidated Damages

Exhibit G: Contractor's Proposal

Exhibit G-1: Implementation Plan and Schedule

Exhibit G-2: Final Cost Forms

Exhibit H: Approved Affiliates and Subcontractors

Exhibit I: Labor Agreements

Exhibit I-1: Safety Plan

Exhibit J: Iran Contracting Certification

Exhibit K: Performance Bond

Exhibit L: Guaranty Agreement

Exhibit M: Capital Requirements and Specifications

Exhibit N: Reserved

Exhibit O: Reserved

Exhibit P: Load Classification

Exhibit Q: Allocation Methodology

Exhibit R: Disaster Response Plan

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

FRANCHISE AGREEMENT
BETWEEN
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
AND
ALLIED WASTE SYSTEMS, INC. D/B/A ALLIED WASTE SERVICES OF CONTRA COSTA COUNTY D/B/A REPUBLIC SERVICES OF CONTRA COSTA COUNTY
FOR
COLLECTION SERVICES

This Franchise Agreement for Collection Services ("Agreement") is entered into on the _____ Day of _____, 2025, by and between the Central Contra Costa Solid Waste Authority, a Joint Powers Authority (hereinafter, "Authority"), and Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County d/b/a Republic Services of Contra Costa County, a Delaware corporation (hereinafter, "Contractor") (collectively, the "Parties").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of AB 939 and subsequent modifications thereto, established a Soild Waste management process that requires cities and other local jurisdictions to implement Source Reduction, reuse, and Recycling as integrated waste management practices;

WHEREAS, the Authority has the authority to assume municipal Soild Waste and materials Diversion management responsibilities, which includes acquiring services, entering agreements, negotiating contracts, granting franchises, planning facilities, reviewing rates and the Contractor's Compensation and Tipping Fees, and other related matters on behalf of the constituents of the Member Agencies;

WHEREAS, only certain unincorporated areas of Contra Costa County are included in the jurisdictional boundaries of the Service Area;

WHEREAS, the Authority has the authority to enter into exclusive agreements for handling Recyclable Materials, Organic Materials, and Solid Waste and prescribe the terms and conditions of such agreements;

WHEREAS, the Authority Board has found that Collection, Transfer, Transport, Processing, Diversion, and Disposal programs can most cost effectively be carried out on a multi-jurisdictional basis;

WHEREAS, pursuant to California Public Resources Code Section 40059(a), the Authority Board has determined that the public health, safety, and well-being of the Authority, its Member Agencies, and their constituents requires the highest quality Collection, Transfer, Transport, Processing, Diversion, and Disposal services from thorough, competent, and qualified companies;

WHEREAS, agencies like the Authority have generally been held liable under Federal superfund laws for the costs of cleaning up of Hazardous Waste sites that have accepted Soild Waste generated within

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

municipalities' jurisdictions; therefore, the Authority is prudent in its provision of the terms and conditions of Soild Waste Disposal in accordance with this Agreement;

WHEREAS, obtaining a long-term commitment for the Collection of Recyclable Materials, Organic Materials, and Solid Waste generated in the Service Area, in accordance with this Agreement, is in the best interest of the public health, safety, and well-being of the Authority, its Member Agencies, and their constituents and is fiscally prudent;

WHEREAS, the Authority Board has found and determined, based on the Contractor's Proposal and the Contractor's qualifications, demonstrated experience, reputation, and reasonable cost to the Member Agencies, that the Contractor is best able to provide services to protect the public health, safety, and well-being of the Authority, its Member Agencies, and their constituents;

WHEREAS, the Contractor has represented and warranted to the Authority that it has the experience, responsibility, qualifications, and ability to implement safe, thorough, and competent Collection services in compliance with Applicable Law and the provisions of this Agreement;

WHEREAS, pursuant to California Public Resources Code Section 40191, Solid Waste does not include Hazardous Waste, radioactive waste, or untreated medical waste;

WHEREAS, this Agreement expressly limits the types and categories of Franchised Materials that Contractor is authorized to Collect;

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, along with diminishing disposal capacity, potential adverse environmental impacts from landfilling, and the need to conserve natural resources, has created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: AB 341, AB 2176, SB 1016, AB 1826, SB 1383, CALGreen, AB 1594, AB 1201, SB 343, and SB 54, directed the responsible State agency, and all local agencies, to promote diversion and to maximize the use of feasible waste reduction, reuse, Recycling, and Composting options in order to reduce the amount of refuse that must be disposed;

WHEREAS, neither the Authority nor the Contractor can anticipate all of the possible needs, considerations, or eventualities that may arise during the Term of this Agreement, and the Parties agree that they will work together in a spirit of mutual cooperation to resolve any such issues as and when they arise; and,

WHEREAS, neither the Authority nor the Contractor can anticipate any changes in the industry as to the future means or methods of Collection, Transfer, Transport, Processing, Diversion, and/or Disposal services and will work together in a spirit of mutual cooperation to address such opportunities and/or issues as and when they arise.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and for other good and valuable consideration, the Parties do hereby agree as follows:

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE 1
DEFINITIONS

Defined terms are incorporated in Exhibit A.

ARTICLE 2
GRANT AND ACCEPTANCE OF EXCLUSIVE SERVICE RIGHTS

2.1 Scope of Agreement

Through this Agreement, the Authority grants to the Contractor an exclusive right and privilege and obligation to Collect Recyclable Materials, Commingled Organics, Commercial Food Scraps, and Solid Waste generated within the Service Area. Subject to the limitations in Section 2.2 and 5.10, and except where otherwise prohibited by Federal, State, and local laws and regulations, the Contractor shall exclusively be responsible for each of the following:

A. Collecting and Transporting Recyclable Materials to the Designated Recyclable Materials Processing Facility.

B. Collecting and Transporting Commingled Organics to the Designated Transfer Facility.

C. Collecting and Transporting Commercial Food Scraps to the Designated Commercial Food Scraps Pre-Processing Facility.

D. Collecting and Transporting Solid Waste to the Designated Transfer Facility.

E. Collecting and Transporting Mixed Materials (if Mixed Waste Processing is implemented) to the Designated Mixed Waste Processing Facility.

F. Cooperating with Authority's contractors responsible for operating all Designated Facilities.

G. Providing Customer service to Customers and Billing service to Subscribers to the satisfaction of the Authority and as necessary to fulfill its obligations under this Agreement.

H. Assisting the Authority in providing public education, outreach, and technical assistance to Customers located in the Service Area and providing direct public education to Customers during the provision of services under this Agreement.

I. Maintaining accurate records for and providing timely reporting of all materials Accepted and all transactions conducted under this Agreement.

J. Furnishing all labor, supervision, vehicles, fueling/charging infrastructure, Containers, equipment, materials, supplies, and other items and services necessary to perform the Contractor's obligations under this Agreement.

K. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees, and Authority Reimbursements.

L. Performing all services in substantial accordance with the Contractor's Proposal and in full accordance with this Agreement at all times, using best industry practice for comparable operations. If the Contractor's Proposal and the Agreement conflict, the terms and provisions of the Agreement shall prevail.

M. Complying with all laws at all times.

N. Providing complete and accurate reports in a timely manner.

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O. Providing all services required by this Agreement in a thorough and professional manner at all times so that residents, businesses, and Member Agencies are provided timely, reliable, courteous, and high-quality service.

P. Performing or providing all other services necessary to fulfill the Contractor's obligations under this Agreement.

2.2 Scope Limitations and Exclusions

A. **Non-Exclusive Materials.** Except as otherwise provided, and in accordance with the intentional use of non-capitalized defined terms, as described in Section 2.8, this Agreement shall not preclude the materials listed below from being collected or otherwise lawfully handled or managed by others, provided that they are not: (i) placed in a Collection Container intended for Collection by the Contractor; or, (ii) otherwise placed out in accordance with the programmatic set-out guidelines established by the Contractor, the Authority, or the Authority's contractors. Nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the Authority that is otherwise required by law.

1. Recyclable and Organic Materials Hauled by Other Persons. Recyclable and organic materials may be collected and otherwise legally handled, managed, and Diverted by other Persons only if such Persons: (i) do not, directly or indirectly, charge the Generator a monetary sum or other consideration for such services, if such collected material is otherwise Accepted by the Contractor and Diverted by the Recyclables Contractor or the Organics Contractor; (ii) pay the Generator for the receipt of such recyclable or organic materials or accept such materials as a donation; and/or (iii) accept reusable or salvageable materials that are donated or sold by other Persons for the purpose of reuse. Such Persons shall also be required to provide written documentation to the Authority, upon the Authority's request, that such Persons meet the foregoing requirements.

2. Construction and Demolition Debris. C&D may be collected and otherwise legally handled, managed, diverted, and/or Disposed by other Persons providing construction and demolition services to the Premises and/or in accordance with the Authority's C&D transporter registration program.

3. Dirt. Loose soil or earth from the ground may be collected and otherwise legally handled, managed, diverted, and/or Disposed by other Persons.

4. Self-Hauled Materials. For the purposes of delivery to a Transfer Facility, Processing Facility, or Disposal Site, Generators may transport materials generated solely in or on their own Premises, using their own equipment and employees, and such Self-Hauled material is not required to be delivered by Self-Haulers to the Contractor or any of the Approved Facilities or Designated Facilities.

5. Donated Materials. Any items that are donated by a Generator to youth, civic, or other charitable organizations may be collected and otherwise legally handled, managed, diverted, and/or Disposed by other Persons, provided that the Generator is not charged, directly or indirectly, a monetary sum or other consideration for such services.

6. Beverage Containers. Beverage containers with redemption value delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act,

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

California Public Resources Code Sections 14500 *et seq*., may be collected and otherwise legally handled, managed, and diverted by other Persons.

7. Materials Removed as Incidental Part of Services. Solid waste, recyclable materials, and/or organic materials may be collected and otherwise legally handled, managed, diverted, and/or Disposed by other Persons (e.g., gardener, landscaper, tree-trimming service, construction contractor, or on-property clean-out service) as an incidental part of a service being performed.

8. Specialty Recyclable Materials and Extended Producer Responsibility Programs. Specialty Recyclable Materials and/or materials covered by Extended Producer Responsibility Programs may be collected and otherwise legally handled, managed, diverted, and/or Disposed of by other Persons.

9. Materials Collected during Reuse and Cleanup Days Program Events. Franchised Materials that are set out by Generators for Curbside Collection, consistent with the Authority's contract with the Reuse Contractor and associated requirements for the Reuse and Cleanup Days Program, may be Collected, Accepted, Transported, Transferred, Processed, diverted, and/or Disposed by the Reuse Contractor.

10. Manure, Grease Waste, and Used Cooking Oil. Manure and remains from slaughterhouse or butcher shops, grease, or used cooking oil may be collected and otherwise legally handled, managed, diverted, and/or Disposed by other Persons.

11. Sewage Treatment By-Product. Byproducts of sewage treatment, including biosolids, ash, grit, and screenings, may be collected and otherwise legally handled, managed, diverted, and/or Disposed by other Persons.

12. Hazardous Waste, Untreated Medical Materials, and Designated Waste. Hazardous Waste, untreated Medical Materials, and Designated Waste, regardless of its source, may be collected and otherwise legally handled, managed, diverted, and/or Disposed by other Persons.

13. Source Separated E-Materials and Source Separated U-Materials. Source Separated E-Materials and Source Separated U-Materials, regardless of its source, may be collected and otherwise legally handled, managed, diverted, and/or Disposed by other Persons.

14. Discarded Materials Generated by Public Schools and State, County, and Federal Facilities. Discarded Materials generated by public schools and State, County, and Federal facilities located in the Service Area may be collected and otherwise legally handled, managed, diverted, and/or Disposed by other Persons, or by the Contractor through a separate agreement, pursuant to Section 5.10.

15. Edible Food. Edible Food that is collected from a Generator, Occupant, Owner, or manager of a Premises by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is Self-Hauled by the Generator, Occupant, Owner, or manager of the Premises to another Person(s), such as a Person from a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to Collect or receive the Edible Food.

16. Food Scraps for Animal Feed. Food Scraps that are separated by the Generator, Owner, Occupant, or manager of a Premises, and used by the Generator, Owner, Occupant, or manager of the Premises or distributed to other Person(s) for lawful use as animal feed

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

in accordance with 14 CCR Section 18983.1(b)(7). Such Food Scraps intended for animal feed may be Self-Hauled by Generator or hauled by another party.

17. Onsite or Community Composting. Organic materials Composted or otherwise legally managed at the Premises where it was generated (e.g., backyard Composting, or on-site Anaerobic Digestion) or at a community Composting site.

The Contractor acknowledges and agrees that the Authority may permit other Persons, in addition to the Contractor, to collect and lawfully handle, manage, divert, and/or Dispose of any and all types of materials excluded from the scope of this Agreement, including those materials as set forth above, without seeking or obtaining approval of the Contractor. If the Contractor can produce evidence that other Persons are performing any services within the scope of this Agreement (as identified in Section 2.1) that are not limited or otherwise excluded from such scope (as identified in Section 2.2), the Contractor shall report the location, name, and phone number of the Person or company to the Authority, along with the Contractor's evidence of the violation of the exclusive nature of this Agreement. Notwithstanding the foregoing, the Contractor may not enforce or seek to have the Authority enforce any of its exclusive rights under this Agreement in a manner that would prevent the Diversion of Source Separated material that the Contractor is unable or unwilling to Divert.

B. **Excluded Services.** Except as otherwise provided in this Agreement, the Contractor acknowledges that the services described below are being managed under separate agreements between the Authority and other service providers. The Contractor is expressly prohibited from providing services, performing any activities, or operating in any capacity that could be construed as violating the exclusivity provisions provided by the Authority to other service providers related to the Authority's Franchised Materials (except to the extent that the Contractor enters into a separate agreement with the Authority as the exclusive provider of one (1) of the services below, and only for the duration of that agreement and any extensions thereto) as follows:

1. Collecting and Processing Reuse and Cleanup Days Program Materials. The Contractor shall not engage in the Collection of any Franchised Materials that are set out in accordance with the Reuse and Cleanup Days Program. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Reuse Contractor.

2. Transferring Franchised Materials. The Contractor shall not engage in the Transfer of any Franchised Materials. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the other contractor(s).

3. Composting Commingled Organics and Yard Trimmings and Composting and/or Anaerobically Digesting Commercial Food Scraps. The Contractor shall not engage in the Composting of Commingled Organics or Yard Trimmings nor the Composting or Anaerobic Digestion of Commercial Food Scraps. The Contractor acknowledges that these services are managed under a separate agreement(s) between the Authority and the Organics Contractor and/or the operator of the Designated Anaerobic Digestion Facility.

4. Processing Recyclable Materials. The Contractor shall not engage in the Processing of Recyclable Materials. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Recyclables Contractor.

5. Composting Commercial Food Scraps. The Contractor shall not engage in the Composting of Commercial Food Scraps. The Contractor acknowledges that this

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service is managed under a separate agreement between the Authority and the Commercial Food Scraps Contractor.

6. Engaging in Anaerobic Digestion. The Contractor shall not engage in Anaerobic Digestion of Organic Materials. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the operator of the Designated Anaerobic Digestion Facility.

7. Pre-Processing of Commercial Food Scraps. The Contractor shall not engage in the Pre-Processing of Commercial Food Scraps. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Commercial Food Scraps Contractor.

8. Processing of Mixed Materials. The Contractor shall not engage in the Processing of Mixed Materials. The Contractor acknowledges that this service may be managed under a separate agreement between the Authority and the Mixed Waste Contractor if Mixed Waste Processing is implemented during the Term.

9. Disposal of Solid Waste. The Contractor shall not engage in the Disposal of Solid Waste or Mixed Waste Processing Residue if Mixed Waste Processing is implemented during the Term. The Contractor acknowledges that this service is managed under a separate agreement between the Authority and the Disposal Contractor.

10. Collecting C&D. The Contractor shall not engage in the Collection of C&D, unless otherwise permitted in accordance with the Authority's C&D transporter registration program.

For the avoidance of doubt, the restrictions set forth in items 1 through 10 above shall not be interpreted to restrict the Contractor's activities with respect to any other collection services outside of the Service Area.

2.3 Change in Marketability of Materials

Should any materials, byproducts, or components of the materials listed in Exhibit C-1, or any other materials not currently designated as Franchised Materials, develop economic value over time, the Authority reserves the right to add such materials to this exclusive Agreement and may have the Contractor Collect such materials under this Agreement.

2.4 Change in Scope

The Authority may, by written notice, direct the Contractor to perform additional services or modify existing services under this Agreement, but no change in scope shall be constructed to materially impair the exclusive rights of the Contractor granted hereunder.

A. For example, and without limitation, the Authority may request the following changes in scope:

1. Change in marketability of materials, as provided above in Section 2.3.

2. Inclusion of new Diversion programs and/or Mixed Waste Processing.

3. Research, development, and implementation of innovative services, which may entail different Collection and/or Processing methods, targeted routing, different kinds of services, different types of Collection vehicles or Containers, and/or new requirements for Generators.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

4. Expansion of public education, outreach, and/or technical assistance activities.
5. Elimination of programs.
6. Research, development, and/or performance of pilot programs.
7. Modification of the manner in which the Contractor performs existing services.
8. Implementation of other program and/or service adjustments, as may be determined.
9. Any change in services mandated by the Authority pursuant to the disaster waiver provision in Section 7.3.F.
10. New Extended Producer Responsibility Programs, as provided in Section 7.4.

B. Within sixty (60) Days after the Authority's written request under this Section, the Contractor shall present a written proposal to perform the additional or modified services. The proposal shall include all operational, financial, equipment, personnel, promotional, or other information requested by the Executive Director and reasonably necessary to evaluate the cost-effectiveness of the Contractor's proposal.

C. The Authority shall review the Contractor's proposal for the change in scope of services. The Authority may accept the proposal, negotiate the terms of the proposal with the Contractor, or reject the proposal. The Parties will cooperate in good faith to amend the Agreement, as needed, to reflect the outcome of the Authority's review of the proposal.

D. The Contractor shall not be compensated for the proposal preparation costs or costs incurred during the negotiation of its proposal for the change in scope. However, if the Authority approves the change in scope, the Contractor may seek a Special Rate Adjustment, as provided in Section 10.4 and 10.5.

E. If the Authority and the Contractor cannot agree on the terms and conditions of the change in scope, including compensation and/or Rate adjustments, within one hundred twenty (120) Days (or as otherwise mutually extended in writing by the Parties) from the date when the Authority receives a proposal from the Contractor to perform such services, or if such request is not otherwise a requirement under Section 7.4, or the Contractor does not timely submit a proposal in response to the Authority's request, the Contractor shall not be obligated to implement such a change in scope and the Contractor acknowledges and agrees that the Authority may permit other Persons besides the Contractor to provide such services. Nothing in this Section 2.4 shall be construed to allow the Authority to unilaterally impair the exclusive rights of the Contractor granted hereunder. Nothing herein shall prevent the Authority from also soliciting cost and operating information from other Persons in order to inform the Authority's evaluation of the Contractor-provided proposal.

2.5 Payment of Procurement Expenses

In exchange for the grant of this Agreement, the Contractor agrees to pay Nine Hundred Ninety-Seven Thousand Dollars ($997,000) to the Authority to reimburse the Authority for its procurement costs and expenses. The Contractor shall make payment to the Authority by check, or electronic payment method approved by the Executive Director, within fifteen (15) Days after the Effective Date of this Agreement. This payment shall not be recovered by the Contractor through Rates charged under this Agreement.

2.6 Obligation to Provide Service

The Authority and the Contractor agree, as further set forth in the Recitals to this Agreement, that proper Collection of Franchised Materials is fundamental to the protection of the public health, safety, and well-

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being of the Authority, its Member Agencies, and their constituents. In part, the Authority's responsibility for ensuring the adequacy of these services provides the justification for the granting of an exclusive Agreement to the Contractor. Except as otherwise provided in Section 14.10, this exclusive Agreement creates an obligation that such services continue to be provided, even under difficult or adverse circumstances, such as, but not limited to, natural disaster, pandemic, labor unrest, and any period where legal actions, future judicial interpretations of current law, or new laws or regulations impact the effectiveness of portions of this Agreement. In such an event, it shall be the responsibility of the Contractor to mitigate any potential damages to other services being provided as much as possible. For example:

A. **Compensation.** Should a court of competent jurisdiction or other regulatory agency set aside, invalidate, or stay all or a portion of the Maximum Rates charged by the Contractor, the Contractor agrees to continue to perform its obligations as otherwise set forth herein. The Authority and/or the Contractor shall take such urgent actions as are necessary to facilitate the Contractor's continuation of service and compensation to the Contractor therefor. Among other things, the Parties shall meet and confer within thirty (30) Days after such set aside, invalidation, or stay is final. Nothing herein is intended to modify the Authority's obligations related to any portion of the Maximum Rates that is not subject to a set aside, invalidation, or stay.

B. **Change in Law.** Should there be a Change in Law, the Contractor agrees to meet and confer with the Authority to discuss the impact of such Change in Law on either Party's ability to perform under this Agreement.

C. **Legal Action.** If, as a result of a legal action, the Contractor is unable to include any portion of the Authority's Reimbursements in the Maximum Rates, then the Contractor agrees, upon direction from the Authority, to reduce its Maximum Rates in an amount corresponding to the disallowed portion of the Authority's Reimbursements.

   1. Nothing herein is intended to imply that California Constitution Articles XIII(C) or (D) apply to the Maximum Rates charged by the Contractor. The foregoing paragraphs are merely intended as a contractual allocation of risks between the Parties.

   2. This Section shall survive the expiration or early termination of this Agreement and shall not be construed as a waiver of rights by the Authority to contribution or Indemnity from third parties.

   3. This provision is intended to be consistent with and limited by California Public Resources Code Section 40059.2.

D. **Allocation of Risk.** Neither the Authority nor the Contractor shall have the right to obtain payment from the other Party for losses either Party may sustain due to a court of competent jurisdiction or other regulatory agency setting aside, invalidating, or staying the collection of all or a portion the Maximum Rates charged by the Contractor. The Contractor shall bear the risk of any lost profits or losses associated with the cost of providing continued service as a result of such a legal action or ruling, and similarly the Authority shall bear the loss of payments to the Authority or its Member Agencies during any period where the Contractor cannot lawfully collect those payment amounts from Subscribers.

E. **Labor Unrest.** In the event of labor unrest, including, but not limited to, strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor or an Affiliate, contractor, or supplier of the Contractor, the Contractor shall not be excused from performance. In such case, the Contractor shall continue to provide service in accordance with this Agreement. Any labor action initiated by the Contractor, including, but not limited to, a lockout, shall not be

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

grounds for any excuse from performance and the Contractor shall perform all obligations under this Agreement during the pendency of such Contractor-initiated labor action. The Authority retains the right to demand assurances of performance related to labor unrest in accordance with Section 14.11. Failure to perform as a result of labor unrest shall be considered an Event of Breach in accordance with Section 14.1.

F. **Capacity Restriction(s) and/or Designated Facility Closure Not Due to an Uncontrollable Circumstance.** In the event of a temporary, sustained, or permanent capacity restriction or closure of a Designated Facility under this Agreement (not due to an Uncontrollable Circumstance), the Contractor shall not be excused from performance. In such case, the Contractor shall continue to provide service in accordance with this Agreement.

2.7 No Guarantees of Materials Volume or Composition, or Subscriber Service

The Authority does not guarantee the number of Subscribers, Subscribers' Service Levels, or impacts to Contractor Revenue resulting from changes in the number of Subscribers or Subscribers' Service Levels. Further, the Authority does not guarantee the quantity or composition of Franchised Materials Collected by the Contractor during the Term of the Agreement, except as otherwise provided in Article 10 and Exhibit E, which allow only the consideration of the Contractor Revenue periodically and on a prospective basis. The Contractor agrees it shall not be entitled to any compensation or other relief resulting from a declining Subscriber base or Service Levels. The Parties acknowledge that the number of Subscribers, Subscribers' Service Levels, and the quantity and composition of Franchised Materials will be impacted during the Term of the Agreement based on a number of unpredictable factors such as, but not limited to, the factors listed below:

A. The state of the economy.

B. The number of residents and the number and type of businesses.

C. Participation level of residents and businesses in various Source Reduction and Diversion programs.

D. Rate setting practices for Collection services.

E. Changes in packaging, products, technology, and other external factors.

F. Diversion programs or policies of the State, County, Authority, Member Agencies, and others.

G. Private efforts by residents and businesses to reduce waste and increase Diversion.

H. Impact of existing, pending, or future Applicable Law, including, but not limited to, AB 939, AB 341, AB 2176, SB 1016, AB 1826, SB 1383, AB 1594, AB 1201, SB 343, SB 54, CALGreen, and the Advanced Clean Fleets Regulation.

I. Impact of current or future bans or policies on the Disposal of materials, such as, without limitation, polystyrene, single-use plastics, mattresses, carpet, C&D, Hazardous Waste, or materials that are difficult to Process, as established by the Authority, one (1) or more of its Member Agencies, the County, the State, or other applicable regulatory bodies.

J. Impact of current or future Extended Producer Responsibility Programs established by the Authority, one (1) or more of its Member Agencies, the County, the State, or other applicable regulatory bodies.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.8 References to Defined Terms

Throughout this Agreement, references to defined terms as outlined in Exhibit A that are not capitalized shall have the same meaning as their capitalized counterparts, unless the use of such terms indicates they are not the subject of the exclusivity provisions of this Agreement or the separate agreements between the Authority and other parties for services directly or indirectly related to this Agreement. Where types of materials are used in their lowercase form, such materials are assumed to have not entered the Franchised system by virtue of not having been placed in Collection Containers or otherwise set out by Generators in accordance with the Contractor set out instructions. Where actions or activities are used in their lowercase form, such activities are assumed to have not been performed by any Person in privity of contract with the Authority for services directly or indirectly related to this Agreement.

2.9 Subcontractors and Affiliates

The Contractor shall not engage a Subcontractor(s) for Collection services without the prior written consent of the Executive Director, which may be granted or withheld in their sole discretion. For any Subcontractor(s) pre-approved by the Authority as part of this Agreement, which are listed in Exhibit H, the Contractor shall demonstrate compliance with the requirements of this Section 2.9 on or before the Commencement Date of this Agreement. Following the Effective Date, if the Contractor desires to engage any Affiliate as a Subcontractor in the provision of services required under this Agreement, the Contractor shall request approval from the Authority by providing the Executive Director with thirty (30) Days' written notification of its plans, which shall include an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. The Executive Director may grant or withhold approval in their sole discretion, provided that if the Authority fails to respond within thirty (30) Days after receipt of written notification, the Contractor may initiate a meet and confer with the Authority. In no case shall the Authority's failure to respond be deemed an approval thereof.

The Contractor shall be solely responsible for management and oversight of the activities of all approved Subcontractor(s) and shall require that all Subcontractor(s) comply with all material terms of this Agreement, including the Indemnification provisions in Article 13. The Contractor shall require that all Subcontractors file an insurance certificate with the Authority describing such Subcontractor's insurance coverage and naming the Authority as an additional insured. The Executive Director may waive or excuse these insurance requirements in their sole discretion. The Contractor shall be considered to be in breach or default of this Agreement should the activities of any Subcontractor(s) constitute an Event of Breach or Event of Default under this Agreement.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Of the Contractor

By acceptance of this Agreement, the Contractor represents and warrants that, in addition to the other representations and warranties specified herein:

A. **Existence and Powers.** The Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State of California. The Contractor is qualified to transact business in the State and has full legal right, power, and authority to enter into and perform its obligations under this Agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

B. **Due Authorization and Binding Obligation.** The Contractor has the authority to enter into and perform its obligations under this Agreement. The Contractor has taken all actions required by law or otherwise to authorize the execution of this Agreement. The Person(s) signing this Agreement on behalf of the Contractor has the authority to do so, and this Agreement constitutes the legal, valid, and binding obligation of the Contractor, enforceable against the Contractor under its terms.

C. **Truth and Accuracy of Information.** The information supplied by the Contractor in all written submittals made in connection with the Contractor's services, including the Contractor's Proposal (including the Non-Collusion Affidavit submitted with the Contractor's Proposal) and any other supplementary information submitted to the Authority, which the Authority has relied on in awarding and entering this Agreement, is true, accurate, and complete, and does not contain material omissions or misleading statements. The Contractor will inform the Authority of any change in that information within one (1) week of discovering any untruth or inaccuracy.

D. **Contractor's Due Diligence.** The Contractor has made an independent investigation and examination satisfactory to the Contractor regarding the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. Relying solely upon its own investigation, advice, and counsel, the Contractor has taken such matters into consideration in entering this Agreement to provide services in exchange for the Contractor Revenue provided for under the terms of this Agreement.

E. **Ability to Perform.** The Contractor possesses the business, professional, and technical expertise to manage all obligations of this Agreement and the Contractor possesses the equipment, facilities, and employee resources required to perform all obligations of this Agreement.

F. **Voluntary Use of Designated Facilities.** The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities, Designated Facilities, or other location(s) approved by the Authority for the purposes of Transporting all Franchised Materials Collected by the Contractor. Such decision by the Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control limitations or any definition thereof.

G. **No Warranty Regarding Volumes or Material Types.** The Contractor recognizes that the Authority expressly disclaims any warranties, either express or implied, as to the volume, type, merchantability, or fitness for any particular purpose of the various materials Collected by the Contractor.

H. **Covenant Not to Sue.** For the Term of this Agreement, the Contractor agrees that neither the Contractor, its officers, employees, agents, Subcontractors, nor its Affiliates, shall initiate, commence, or participate in (or directly or indirectly encourage or fund others to undertake) any administrative appeal or lawsuit against the Authority, its Member Agencies, or any of the Authority's selected contractors, including the Authority's Transfer Contractor, Recyclables Contractor, Organics Contractor, Commercial Food Scraps Contractor, Reuse Contractor, Disposal Contractor, or Mixed Waste Contractor, that alleges any claims related to, arising out of, or in connection with the Authority's Request for Proposals (RFP) process for the Contractor's services or the Authority's selected contractors' services, including the award of any agreement or contract thereunder.

I. **Iran Contracting Act Certification.** The Contractor shall submit a certification under the Iran Contracting Act (Public Contract Code Sections 2200 *et seq*.), in the form included as Exhibit J.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

3.2 Of the Authority

By acceptance of this Agreement, the Authority represents and warrants that:

A. **Existence and Powers.** The Authority is a Joint Powers Authority duly organized and validly existing under the laws of the State of California, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.

B. **Due Authorization and Binding Obligation.** The Authority has the authority to enter into and perform its obligations under this Agreement. The Authority has taken all actions required by law or otherwise to authorize the execution of this Agreement. The Person(s) signing this Agreement on behalf of the Authority have authority to do so, and this Agreement constitutes the legal, valid, and binding obligation of the Authority enforceable against the Authority under its terms.

C. **No Warranty Regarding Subscribers or Service Levels.** Consistent with the terms of Section 2.7, the Authority expressly disclaims any warranties, either express or implied, as to the number of Subscribers or Subscribers' Service Levels.

D. **No Warranty Regarding Volumes or Material Types.** Consistent with the terms of Section 2.7, the Authority expressly disclaims any warranties, either express or implied, as to the volume, type, merchantability, or fitness for any particular purpose of the Franchised Materials Collected by the Contractor.

3.3 Of the Parties

By acceptance of this Agreement, the Parties represent and warrant that:

A. **No Conflicts.** To the best of the Parties' knowledge, after reasonable investigation, the execution or delivery of this Agreement, as well as the performance by the Parties of their obligations hereunder, does not conflict with, violate, or result in breach of:

1. Any law.
2. Any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority.
3. Any agreement or instrument to which the Contractor or any of its Affiliates is a party or by which the Contractor or any of its Affiliates' properties or assets are bound or which constitutes a breach thereunder.

B. **No Litigation.** There is no administrative filing, action, suit, or other proceeding as of the Effective Date, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or to the Parties' best knowledge, threatened by or against either Party wherein an unfavorable decision, ruling, or finding in any single case or in the aggregate, would:

1. Materially adversely affect the performance by either Party of its respective obligations hereunder or the transactions contemplated by this Agreement.
2. Adversely affect the validity or enforceability of this Agreement.
3. Materially adversely affect the financial condition of the Contractor, or any surety or entity guaranteeing the Contractor's performance under this Agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

C. **No Legal Prohibition.** The Parties have no knowledge of any adverse judicial decision or any law in effect on the Effective Date that either affects the validity of this Agreement or would prohibit the performance by either Party of its respective obligations hereunder or the transactions contemplated by this Agreement.

ARTICLE 4
TERM OF AGREEMENT

4.1 Term and Option to Extend

The initial Term of this Agreement shall be ten (10) years and four (4) months, commencing on March 1, 2027 and continuing to at least June 30, 2037.

The Authority shall have sole discretion to extend the Term of this Agreement for up to twelve (12) months without need of written amendment and with the same terms and conditions as the current Agreement. To exercise this option, the Authority's Executive Director shall give written notice of its election to the Contractor on or before January 1, 2037. If the term is extended, the Contractor's Compensation shall be adjusted using the index-based method in Exhibit E-1, with the adjusted compensation in effect starting on July 1, 2037 and continuing through the end of the extended term.

ARTICLE 5
COLLECTION

This Article 5 describes the general requirements for the Contractor's obligation to Collect Franchised Materials under this Agreement. The Contractor shall prepare and provide an implementation plan and schedule, to be attached as Exhibit G-1 to this Agreement. The Contractor shall submit such plan to the Authority for review and approval in three (3) parts: (i) a capital purchase plan for vehicles and Containers within seven Days of the Effective Date (ii) an improvement plan for the Approved Maintenance Yard within ninety (90) Days after the Effective Date, and (iii) a plan for hiring personnel and any new service expansion(s) at least one hundred and twenty (120) Days before Commencement.

The Authority has entered into separate agreements with the Transfer Contractor, Commercial Food Scraps Contractor, Reuse Contractor, Recyclables Contractor, Organics Contractor, and Disposal Contractor that requires the Delivery of all Franchised Materials to the facilities specified therein, and the Authority retains its rights to enter into a separate agreement for Mixed Waste Processing, if implemented during the Term, that would require Delivery of Mixed Waste directly to the Mixed Waste Contractor or the Transfer Contractor, as appropriate.

5.1 Overview of Scope of Services

The Contractor shall be responsible for the following:

A. Collecting materials generated and placed for Collection pursuant to the requirements of this Article and Exhibit B.

B. Safely Transporting Collected Recyclable Materials, Commingled Organics, Commercial Food Scraps, and/or Solid Waste to the Designated Facility(ies) and meeting the requirements of Section 5.2.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

C. Implementing an Unpermitted Waste, Excluded Waste, and Hazardous Substance screening, identification, and prevention protocol. The Contractor shall not knowingly Deliver Unpermitted Waste and/or Excluded Waste to any Designated Facility(ies).

D. Monitoring each Franchised Material Container for Contamination prior to Collection, including training Collection staff, Customer service staff, and education and outreach staff on all Allowable Materials for each Franchised Material and educating Generators on properly Source Separating material, as listed and described in Exhibit C-2.

E. Transporting Collected materials that are not placed in Containers, including Used Oil Recovery Kits, Household Batteries, and cell phones, pursuant to Exhibit B.

F. Performing all services pursuant to this Article and Exhibits B and C-2.

5.2 Material Acceptance and Rejection

A. **Inspection.** In accordance with Section 8.5 and Exhibit B, the Contractor shall use Standard Industry Practice to detect Unpermitted Waste and/or Excluded Waste in a uniform manner and shall not knowingly Collect Unpermitted Waste and/or Excluded Waste or Deliver Unpermitted Waste and/or Excluded Waste to the Designated Facilities. The Contractor shall comply with the inspection procedures contained in Section 8.5, Exhibit B, Exhibit G, and Exhibit P.

Prior to the Commencement Date, the Contractor shall work with the Authority and its Designated Facilities operators to develop a mutually agreed upon Load Classification Plan that will be attached to this Agreement as Exhibit P. The Contractor shall, at all times, follow the Load classification procedures for all Franchised Materials Delivered to the Designated Facilities. The Contractor further acknowledges the Load classification procedures of the Designated Facilities may change from time to time as directed by the Authority.

B. **Unpermitted Waste and/or Excluded Waste Handling and Costs.** Except for cases where it can be attributed to a specific Generator and where the Contractor followed the procedures listed in Subsection 5.2.C.1 and Exhibit B, Unpermitted Waste and/or Excluded Waste identified during unloading at the Designated Facility and attributable to the Contractor's vehicle shall be handled by the Contractor. The Contractor shall arrange for or provide Transportation and delivery of the Unpermitted Waste and/or Excluded Waste to a Recycling facility, incinerator, or landfill permitted in accordance with Applicable Law. The Contractor is solely responsible for making those arrangements or provisions and paying for all costs thereof, subject to the remedies available under Subsection 5.2.C below.

C. **Remedies for Rejected Materials.**

1. In Collection Container. If the Contractor determines that material placed in any Container for Collection is Unpermitted Waste and/or Excluded Waste, the Contractor shall refuse to Collect such material. The Contractor shall contact the Generator of the Unpermitted Waste and/or Excluded Waste to inform the Generator that the Generator must arrange for proper Disposal. If the Generator cannot be reached immediately, the Contractor shall, before leaving the Premises, leave a non-Collection notice, pursuant to Subsection 7.7.B, that indicates the reason for refusing to Collect the material and lists either the phone number of at least one (1) facility that accepts the Unpermitted Waste and/or Excluded Waste or a phone number of an entity that can provide information on proper Disposal of the Unpermitted Waste and/or Excluded Waste. Under no circumstances shall the Contractor's employees knowingly

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Collect Unpermitted Waste and/or Excluded Waste. Prior to Commencement Date of this Agreement, the Authority shall review and approve the tag that may be used to provide notice to Customers of reason for non-Collection.

If Unpermitted Waste and/or Excluded Waste is found in a Collection Container, or in material Collected that is reasonably likely to result in imminent danger to people or property, the Contractor shall immediately notify the local fire department.

If the Contractor identifies Unpermitted Waste and/or Excluded Waste inadvertently Collected by the Contractor from the Service Area, the Contractor shall notify the Authority of each occurrence. The Contractor shall Transport and Recycle or Dispose of that Unpermitted Waste and/or Excluded Waste, and remediate any resulting Contamination, at the Contractor's sole expense.

2. At Designated Facility. If the operator of a Designated Facility identifies Unpermitted Waste and/or Excluded Waste Delivered by the Contractor from the Service Area, the operator of the Designated Facility shall notify the Contractor and the Authority. The operator of the Designated Facility shall be entitled to pursue whatever remedies, if any, it may have against the Person(s), including the Contractor, bringing that Unpermitted Waste and/or Excluded Waste to the Designated Facility.

   To the extent that the Contractor vehicle that Delivered the identified Unpermitted Waste and/or Excluded Waste has not left the Designated Facility, and/or it is otherwise feasible, appropriate, and legal to do so, the Contractor shall promptly collect, Transport, and Recycle or Dispose of the Unpermitted Waste and/or Excluded Waste, and remediate any resulting Contamination, at the Contractor's sole expense.

   Upon notification by the operator of the Designated Facility to the Authority that the Contractor has failed to promptly remedy the issue following notice from the operator of the Designated Facility to the Contractor, the Authority shall have the option, within five (5) Days after receipt of such notice, to require the operator of the Designated Facility to Recycle or Dispose of the Unpermitted Waste and/or Excluded Waste and remediate any resulting Contamination. In such case, the operator of the Designated Facility may invoice the Contractor for the actual costs associated with such cleanup, and the Contractor shall promptly pay such invoice, and the Authority shall support the operator of the Designated Facility in obtaining payment from the Contractor.

   In the event that the Contractor repeatedly Delivers Unpermitted Waste and/or Excluded Waste to a Designated Facility, the operator of the Designated Facility may request to meet and confer with the Contractor and the Authority to discuss the issue and identify a mutually agreeable plan and corresponding obligation for the Contractor to: (i) improve identification of Unpermitted Waste and/or Excluded Waste at the point of Collection; and, (ii) reduce Delivery of Unpermitted Waste and/or Excluded Waste to the Designated Facility.

   The operator of the Designated Facility shall have corresponding obligations, as given to the Contractor above, in its Delivery of materials to any Designated Facility(ies).

D. **Contamination of Recyclable Materials, Commingled Organics, and/or Commercial Food Scraps**. The Contractor shall be responsible for minimizing Contamination of Recyclable Materials, Commingled Organics, and Commercial Food Scraps Collected by the Contractor through the Contractor's own operational practices and through regular communication with the operator(s) of the Designated Facility(ies) and the Authority. The Contractor shall follow all Designated Facility procedures during Delivery to not permit any Franchised Materials to

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

be mixed or otherwise commingled with any other materials that are not similarly Source Separated. To prevent Contamination by the Contractor during Delivery, the operator of the Designated Facility shall be required to provide and maintain a reasonably sufficient distance between Source Separated material types within the Designated Facility.

If the Contractor arrives at a Designated Facility and is instructed to unload the Franchised Materials to a location or in a manner that would mix or otherwise commingle the Franchised Materials with other materials that are not similarly Source Separated, the Contractor shall have the obligation to notify the operator of the Designated Facility that the Delivery location is not permissible for unloading. The operator of the Designated Facility shall have the obligation to provide the Contractor with an alternative location to unload the contents of the vehicle and the Contractor shall promptly notify the Authority of such event. If the Contractor is repeatedly directed to a Delivery location that would mix or otherwise commingle Franchised Materials with other materials that are not similarly Source Separated, the Contractor shall request to meet and confer with the operator of the Designated Facility and the Authority to discuss the issue and identify a mutually agreeable plan and corresponding obligation for the operator of the Designated Facility to provide the Contractor with an appropriate location for maintaining Source Separation of Delivered Franchised Materials.

1. If the Contractor Delivers Commingled Organics to the Designated Transfer Facility that is in excess of ten percent (10%) physical Contamination, as determined in accordance with the methodology described in Exhibit P, the Transfer Contractor may charge the Authority up to an additional Sixty Dollars ($60) per Ton for each Load that is determined to exceed that Contamination threshold. The Authority shall be solely responsible for paying the Transfer Contractor in accordance with this Section. If Contamination fees are assessed, the Contractor shall promptly remit payment directly to the Transfer Contractor.

2. If the Contractor Delivers Recyclable Materials to the Designated Recyclable Materials Processing Facility that is in excess of twenty-five percent (25%) physical Contamination, as determined in accordance with the methodology described in Exhibit P, the Recyclables Contractor may charge the Authority an additional Contamination fee per Ton of for each Load that is determined to exceed that Contamination threshold. Such Contamination fee shall be twenty-five percent (25%) of the then-current Disposal Rate charged by the Disposal Contractor to the Authority. The Authority shall be solely responsible for any Contamination fees imposed by the Recyclables Contractor in accordance with this Section. If Contamination fees are assessed, the Authority shall promptly remit payment directly to the operator of the Recyclables Contractor.

3. If the Contractor Delivers Recyclable Materials or Commingled Organics to the Designated Facility that is in excess of fifty percent (50%) physical Contamination, as determined in accordance with the methodology described in Exhibit P, the operator of the Designated Facility may charge the Authority the Tipping Fee associated with Solid Waste Disposal for the entire Load. The Authority shall be solely responsible for any Solid Waste Tipping Fee imposed by the operator of the Designated Facility in accordance with this Section. If the Solid Waste Tipping Fee is imposed, the Authority shall promptly remit payment directly to the operator of the Designated Facility.

4. If the operator of a Designated Facility notifies the Contractor within seven (7) Days, providing a courtesy notice to the Authority, that a Load Delivered to the Designated Facility exceeds the Contamination thresholds as described in Subsections 5.2.D.1,

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

5.2.D.2, and 5.2.D.3, whether through direct notification or through the charging of Tipping Fee associated with Solid Waste Disposal, the Contractor shall, within thirty (30) Days of receiving such notification:

a. Determine the Route (and the material type) from which the Contaminated Load originated.

b. After the contaminated Load is identified, deploy the Contractor's employees or Subcontractors to inspect for Contaminants in all of the Containers on the Route from which the Contaminated Load originated. The Contractor shall conduct such inspection prior to Collection in order to view the contents of the Containers. Contractor shall conduct such a Route inspection at least once after the Contaminated Load is identified, within thirty (30) Days of notification by the Designated Facility. The Contractor shall inspect, at a minimum,, all of the Containers intended to Collect the Contaminated material type, but the Contractor may also inspect all Containers of all material types on the Route or portion of the Route. For Routes that are Collected over two (2) Loads per Working Day, the Contractor is only required to inspect the portion of the Route that generated the Contaminated Load, provided that the Contractor can determine which portion of the Route produced the Contamination, based upon the time the Contaminated Load was Delivered to the Designated Facility.

c. If Contaminants are identified for Single-Family Customer Containers, the Contractor shall leave an approved courtesy notice on Contaminated Containers, as described in Subsection 7.7.B.

d. If Contaminants are identified for Multi-Family or Commercial Customers, the Contractor shall leave an approved courtesy notice on Contaminated Containers, as described in Subsection 7.7.B, and provide targeted outreach to the Commercial and Multi-Family Customers on that Route who were identified as contributing to the Contamination, including property managers and tenants, as applicable.

5. If the Authority incurs significant charges for Contamination, as described in this Section, the Authority may request to meet and confer to discuss alternative approaches to minimizing Contamination, including, but not limited to, Customer incentives to prevent Contaminated Containers (e.g., Contamination charges) or alternative Contaminated Load identification procedures (as described in this Subsection D). The Authority Board may provide other alternative solutions or prioritize alternative solutions, as they deem appropriate. The Executive Director may, but is not obligated to, direct the Contractor to implement alternative solutions that do not have a financial impact on the Authority and do not require Authority Board approval.

E. **Corresponding Obligations**. The Contractor acknowledges that the Transfer Contractor, Recyclables Contractor, and Commercial Food Scraps Contractor have the corresponding obligations, rights, and remedies described in Subsections 5.2.A – 5.2.C if the Contractor Delivers Unpermitted Waste and/or Excluded Waste to the Designated Facility. Following any such notice from the Transfer Contractor, Recyclables Contractor or the Commercial Food Scraps Contractor, the Contractor shall have the primary responsibility to promptly Collect, Transport, and Recycle or Dispose of that Unpermitted Waste and/or Excluded Waste, and/or remediate any resulting Contamination, at the Contractor's sole expense. The Contractor shall promptly pay any invoice(s) submitted by the Transfer Contractor for having

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Delivered such Unpermitted Waste and/or Excluded Waste to the Designated Transfer Facility, and/or the Recyclables Contractor for having Delivered such Unpermitted Waste and/or Excluded Waste to the Designated Recyclable Materials Facility, and/or the Commercial Food Scraps Contractor for having Delivered such Unpermitted Waste and/or Excluded Waste to the Designated Commercial Food Scraps Pre-Processing Facility. The Contractor shall be prohibited from withholding payment, otherwise invoicing, or seeking any compensation of any kind from the Authority as a remedy for any dispute under this provision.

5.3 Solid Waste Collection, Transport, and Delivery

The Contractor shall offer and provide Solid Waste Collection services in accordance with Exhibit B.

The Contractor acknowledges that the Authority is committed to Diverting materials from Disposal through the implementation of Source Reduction, reuse, Recycling, Composting, and other programs, and that the Authority may implement new programs, with the involvement of the Contractor, subject to the provisions of Section 2.4, that may impact the overall quantity or composition of Solid Waste to be Collected by the Contractor.

The Contractor shall Transport all Solid Waste Collected in the Service Area to the Designated Transfer Facility. In accordance with Section 2.2, the Contractor shall not be responsible for Transferring or Transporting Solid Waste from the Designated Transfer Facility to the Designated Disposal Facility. The Authority shall pay all costs, except for Disposal of Unpermitted Waste and/or Excluded Waste per Subsection 5.2.C, associated with the Transfer and Transportation of Solid Waste from the Designated Transfer Facility to the Designated Disposal Facility and any Tipping Fees associated with the Disposal of Solid Waste at the Designated Disposal Facility. The Contractor shall observe and comply with all regulations and posted rules in effect at the Designated Transfer Facility and shall cooperate with and take direction from the operator thereof with respect to Delivery of Solid Waste.

5.4 Recyclable Materials Collection, Transport, and Delivery

The Contractor shall offer and provide Recyclable Materials Collection services in accordance with Exhibit B.

The Contractor acknowledges that the Authority is committed to Diverting materials from Disposal through the implementation of Source Reduction, reuse, Recycling, Composting, and other programs, and that the Authority may implement new programs, with the involvement of the Contractor, subject to the provisions of Section 2.4, that may impact the overall quantity or composition of Recyclable Materials to be Collected by the Contractor.

The Contractor shall Transport all Recyclable Materials Collected in the Service Area to the Designated Recyclable Materials Processing Facility. In accordance with Section 2.2, the Contractor shall not be responsible for Processing Recyclable Materials. The Authority shall pay all costs, except for Disposal of Unpermitted Waste and/or Excluded Waste per Subsection 5.2.C or payments of charges for excessive Contamination per Subsection 5.2.D. The Contractor shall observe and comply with all regulations and posted rules in effect at the Designated Recyclable Materials Processing Facility and cooperate with and take direction from the operator thereof with respect to Delivery of Recyclable Materials.

The Contractor shall actively work with the operator of the Designated Recyclable Materials Processing Facility and the Authority throughout the Term of this Agreement to ensure that Contamination of the Recyclable Materials Collected under this Agreement and Delivered to the Designated Recyclable

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Materials Processing Facility remains within the parameters established within the Authority's agreement(s) with the operator of the Designated Recyclables Materials Processing Facility, as described in Subsection 5.2.D.

5.5 Commingled Organics Collection, Transport, and Delivery

The Contractor shall offer and provide Commingled Organics Collection services in accordance with Exhibit B.

The Contractor acknowledges that the Authority is committed to Diverting materials from Disposal through the implementation of Source Reduction, reuse, Recycling, Composting, and other programs, and that the Authority may implement new programs, with the involvement of the Contractor, subject to the provisions of Section 2.4, that may impact the overall quantity or composition of Commingled Organics to be Collected by the Contractor.

The Contractor shall Transport all Commingled Organics Collected in the Service Area to the Designated Transfer Facility. In accordance with Section 2.2, the Contractor shall not be responsible for Pre-Processing, Transferring, or Transporting Commingled Organics from the Designated Transfer Facility to the Designated Composting Facility. The Authority shall pay all costs, except for Disposal of Unpermitted Waste and/or Excluded Waste per Subsection 5.2.C. The Contractor shall observe and comply with all regulations and posted rules in effect at the Designated Transfer Facility and cooperate with and take direction from the operator thereof with respect to Delivery of Commingled Organics.

The Contractor shall actively work with the operator of the Designated Transfer Facility and the Authority throughout the Term of this Agreement to ensure that Contamination of the Commingled Organics Collected under this Agreement and Delivered to the Designated Transfer Facility remain within the parameters established within the Authority's agreement(s) with the operator of the Designated Facility, as described in Subsection 5.2.D.

5.6 Commercial Food Scraps Collection, Transport, and Delivery

The Contractor shall offer and provide Commercial Food Scraps Collection services in accordance with Exhibit B.

The Contractor acknowledges that the Authority is committed to Diverting materials from Disposal through the implementation of Source Reduction, reuse, Recycling, Composting, and other programs, and that the Authority may implement new programs, with the involvement of the Contractor, subject to the provisions of Section 2.4, that may impact the overall quantity or composition of Commercial Food Scraps to be Collected by the Contractor.

The Contractor shall Transport all Commercial Food Scraps Collected in the Service Area to the Designated Commercial Food Scraps Pre-Processing Facility. In accordance with Section 2.2, the Contractor shall not be responsible for Pre-Processing, Transferring, or Transporting Commercial Food Scraps from the Designated Commercial Food Scraps Pre-Processing Facility to the Designated Anaerobic Digestion Facility. The Authority shall pay all costs, except for Disposal of Unpermitted Waste and/or Excluded Waste per Subsection 5.2.C, associated with Pre-Processing, Transfer, and Transportation of Commercial Food Scraps from the Designated Commercial Food Scraps Pre-Processing Facility to the Designated Anaerobic Digestion Facility,. The Contractor shall observe and comply with all regulations and posted rules in effect at the Designated Commercial Food Scraps Pre-Processing Facility and cooperate with and take direction from the operator thereof with respect to Delivery of Commercial Food Scraps.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The Contractor shall actively work with the operator of the Designated Commercial Food Scraps Pre-Processing Facility and the Authority throughout the Term of this Agreement to ensure that Contamination of the Commercial Food Scraps Collected under this Agreement and Delivered to the Designated Commercial Food Scraps Pre-Processing Facility remain within the parameters established within the Authority's agreement(s) with the operator of the Designated Commercial Food Scraps Pre-Processing Facility.

5.7 Member Agency Facility Collection, Transport, and Delivery

A. **Collection Services to Member Agency Facilities.** The Contractor shall Collect Franchised Materials from Member Agency facilities in the same manner as services are provided to Commercial Customers pursuant to Exhibit B. The Contractor shall provide service to all Member Agency facilities identified in Exhibit B-4, as well as any future Member Agency facilities, at the Service Levels requested by the Member Agencies. The Contractor shall provide these services at no additional cost to the Member Agencies.

B. **Public Space Containers.** Member Agencies shall be responsible for maintaining public Solid Waste, Recyclable Materials, and Commingled Organics Containers listed in Exhibit B-6, which the Contractor services at no cost to the Member Agencies. The Contractor shall make Collection service available for the specified public space Containers in downtown locations as defined in Exhibit B-5 and B-6. Member Agencies may add additional public space Containers during the Term of the Agreement, as mutually agreed upon by the Member Agency and the Contractor, at a mutually agreed upon cost.

C. **On-Call Services.** In addition to Drop Box services provided at Member Agency Facilities, the Contractor shall provide on-call temporary Drop Box services to other locations within a Member Agency's boundaries, upon Member Agency request. At each Member Agency's sole option, the Member Agency may direct the Contractor to provide such Drop Box service at locations throughout the Member Agency's Service Area for vegetation removal; creek cleanups; neighborhood cleanups; public works, parks, and landscaping projects; large cleanup events; etc. The Contractor shall provide a maximum of twenty (20) Drop Box pulls per Rate Year to each Member Agency at no additional cost to the Member Agencies. The community of Canyon shall receive one (1) Drop Box pull per quarter, which counts towards the County's twenty (20) Drop Box pulls per Rate Year. The Contractor reserves the right to limit the number of available Drop Boxes for Member Agencies to a maximum of five (5) total Drop Boxes per service week. Dop Box availability shall be on a first-come, first-serve basis for each service week. For Drop Box services in excess of twenty (20) Drop Box pulls per Member Agency, per Rate Year, the Contractor may provide Drop Box services to Member Agencies at Rates not to exceed the Maximum Rate for equivalent Drop Box services for Commercial Customers. Unused no-cost temporary Drop Box services do not carry over into the next Rate Year. A Member Agency may not reassign all or a portion of its annual no-cost temporary Drop Box services to another Member Agency.

The Parties acknowledge that the intent of this program is not to support the ongoing, regular Collection needs within the Member Agencies, but rather to assist the Member Agencies during targeted, short-term, clean-up events, and to assist the Member Agencies in removing vegetation and maintaining fire breaks in areas with elevated fire risk.

The Contractor shall, in response to a written request from a Member Agency, deliver to and Collect Drop Boxes at the mutually agreed-upon locations(s). The request to the Contractor for on-call temporary Drop Box services shall specify: (i) the dates of delivery and Collection of the Drop Boxes; (ii) the location(s) for delivery; (iii) the number of and size of the Drop

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Boxes to be delivered; (iv) and the material type to be Collected in each Drop Box. Following the Member Agency's request for Drop Box delivery, the Contractor shall deliver the Drop Box(es) on the same Working Day of the requested date or by the next Working Day after the requested date. Following the Member Agency's requested date for Drop Box Collection, the Contractor shall Collect, empty, and return Drop Box(es) on or by the next Working Day after the requested date. Following the Member Agency's written request for Drop Box removal, the Contractor shall remove the Drop Box(es) on or by the next Working Day after the requested date and not return the Drop Box(es). Contractor shall notify Member Agencies that it must request or pre-schedule Collection or removal of Drop Boxes once every seven (7) Days or Contractor may remove Drop Box after providing at least one (1) Business Day notice to the Member Agency.

The Drop Boxes may be for any Source Separated material type (Solid Waste, Commingled Organics, Recyclable Materials, Commercial Food Scraps, Yard Trimmings, C&D, wood waste, soil, concrete etc.), and the Contractor shall deliver them to the appropriate Designated Facility to achieve maximum Diversion of the materials. The Contractor may, at its discretion, on a case-by-case basis, restrict the use of Drop Boxes for Source Separated material, described above, if the density of the material is expected to exceed the manufacturer's capacity guidelines for the Drop Boxes or the ability for the Collection vehicles to safely Collect the Drop Boxes.

D. **Review of Plans for Land Use or Property Development**. Upon request, the Contractor shall review building plans for all new Residential and Commercial development projects during the Member Agency Permit review processes to verify the reasonableness of the space allocation, enclosure design, and accessibility for Solid Waste, Recyclable Materials, and Commingled Organics and/or Commercial Food Scraps Containers. During these plan reviews, the Member Agency may request that Contractor visit the site and submit written recommendations for improvements to the design. Plan reviews shall be completed within two (2) weeks after the Member Agency's request for such recommendations.

E. **Member Agency Technical Assistance**. The Contractor shall work with the Member Agencies to provide technical assistance and assist with implementation and/or expansion of Recyclable Materials, Commingled Organics, and Commercial Food Scraps Collection services provided to the Member Agencies' facilities, as described in Section 7.1, Exhibit B-4, and Exhibit C-2.

5.8 Special Events

The Contractor shall provide services for the Collection of Source Separated Solid Waste, Recyclable Materials, and Commingled Organics at up to eighteen (18) special events per Rate Year as designated by the Authority, at no additional cost to the event sponsor, the Authority, or its Member Agencies. Special event services include:

A. **Collection and Coordination with Event Organizer**. The Contractor shall provide services for the Collection of materials from special events under direction and supervision of the Authority. The Contractor shall meet with the event organizer a minimum of sixty (60) Days prior to the date of the scheduled event to coordinate and plan the Collection services for the event. The Contractor shall provide suggestions and recommendations to the event organizer for waste prevention and reduction by reviewing vendor food ware use prior to the event and creating custom signage, as requested by the event organizer, which will be created and provided by the Authority. In addition, for each special event, the Contractor shall work with the Authority and the Member Agency in which the special event is located

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

to develop an event waste management plan, which will identify the appropriate number of "Event Collection Stations," "Consolidation Containers," and staff provided by Contractor, as described below.

B. **Event Collection Stations for Special Events**. For the purpose of this Section, "Event Collection Stations" shall be sets of Containers specifically designed for use by attendees at special events. Event Collection Stations shall be approved by the Authority. Typically, Event Collection Stations shall include a group of three (3) Containers with capacities of forty (40) to ninety-six (96) gallons and such Containers are designated for Solid Waste, Recyclable Materials, and Commingled Organics. The Contractor shall provide Event Collection Station Containers, signage, and bags for each material stream (Solid Waste, Recyclable Materials, and Commingled Organics). The Contractor shall provide Event Collection Station monitors where each monitor covers no more than three (3) Event Collection Stations. at each special event to educate event participants about proper Source Separation and reduce Contamination. The Contractor shall provide adequate staff for setup and teardown of the Event Collection Stations during the event hours, based on the event waste management plan. The Contractor shall provide adequate storage for all Event Collection Station materials when not in use. The Contractor is responsible for: (i) emptying materials placed in the Event Collection Station Containers during the event or transporting the materials from the Event Collection Stations to the Consolidation Containers; and, (ii) when possible, sorting through materials placed in Event Collection Station Containers and/or Consolidation Containers to reduce Contamination.

C. **Consolidation Containers.** For the purpose of this Section, "Consolidation Containers" may be Bins and/or Drop Boxes provided by the Contractor for the purpose of aggregating all Discarded Materials from the event, including materials placed in the Event Collection Stations that are transported to the Consolidation Containers for Collection while maintaining Source Separation. The Contractor shall provide clearly marked Consolidation Containers for the aggregation of Discarded Materials generated during the event. The Contractor shall provide Consolidation Containers in any number of appropriate type(s) and size(s) for the needs of the event, in accordance with the event's waste management plan described in Subsection 5.8.A. The Contractor shall Collect materials in the Consolidation Containers, as described in the event waste management plan, and Deliver Collected materials to the appropriate Designated Facility(ies) for each Discarded Material type. The Contractor shall provide sufficient security measures, including, but not limited to, locking Consolidation Containers, to the extent practical, to prevent illegal dumping or theft of Franchised Materials during events and/or overnight during multi-day events. Consolidation Containers must be removed from the event grounds on the date described in the event waste management plan, or within twenty-four (24) hours of notification from the Authority or event organizer.

D. **Public Education Booth.** Upon request of the Authority, the Contractor shall staff an Authority-provided or Contractor-provided booth or exhibit at special events for the purpose of educating the public about: (i) the services and programs provided by the Contractor and the Authority under this Agreement; and, (ii) the benefits of Source Reduction, reuse, Recycling, and Composting. The Contractor shall supply equipment for the booth or exhibit, which shall be approved by the Authority. The Contractor shall provide adequate storage for all booth or exhibit equipment when not in use. The Contractor shall provide and manage, with direction from the Authority, transportation of equipment to and from events, on dates and times determined by the Authority. The Contractor's staff shall setup and teardown the booth equipment for use onsite at the event. The Contractor's designated Sustainability

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Advisor(s), or other Authority-approved and/or requested employee(s) or Subcontractors of the Contractor, shall be available to provide the Authority-directed booth or exhibit event services for the entire duration of the event (agreed upon by the Authority, the Contractor, and event organizer) at up to eighteen (18) events per Rate Year. The Contractor shall follow the Authority's instructions when onsite at events regarding staffing, interfacing with the public, and providing information and materials. At events, the Contractor's staff, or any other Persons acting on behalf of the Contractor, shall wear appropriate clothing with the Contractor's logo during the entire duration of the event. The Contractor shall make all booth or exhibit equipment available for use by the Authority upon request. Upon the Authority's request, the Contractor may be required to coordinate vendor applications, payments, and insurance requirements for special event booths or exhibits for each event attended.

E. **Reporting.** Within fourteen (14) Days after each event, the Contractor shall submit a report to the Authority and event organizer. The report shall include, at a minimum: (i) the number of Event Collection Stations deployed at the event; (ii) the number and sizes of Collection Containers used; (iii) the number of Contractor staff or volunteers used throughout the duration of the event; (iv) the Tonnage of each material type (i.e., Solid Waste, Recyclable Materials, and Commingled Organics) Collected; (v) and a description of the public education provided at the event. The Contractor shall include suggestions and recommendations for waste prevention and Contamination reduction for future events.

F. **Coordination with Others**. The Contractor may, at its sole expense, and subject to the Authority or the requesting Member Agency's(ies') approval, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. Regardless of the Contractor's use of such an organization, the Contractor shall be responsible for coordinating with the Authority and ensuring that service is provided at the special event in a professional and timely manner.

G. **Service for Additional Events**. For special events in excess of the eighteen (18) events per Rate Year, the Contractor shall provide the above-described special event services at the request of the event organizer and shall charge the event organizer at Rates not to exceed the Maximum Rate for "Additional Special Event."

H. **Event Collection Station Loan Program**. The Contractor shall provide a central, convenient, easily accessible storage location, as approved by the Authority, with drive-up access within the Service Area, for the Event Collection Stations, signage, bags, and other special event supplies, as determined by the Authority. The Contractor shall coordinate loans of Event Collection Stations to all special events within the Service Area, at no cost to the Authority, Member Agency, or sponsor of the special event. The Contractor shall develop and operate a loan process. The Contractor shall provide onsite staff at the storage location, as needed, to facilitate event organizer's(s') pick up and return of materials; provided however, that the Contractor may request assistance from the Authority. If Authority staff is available, such support may be provided. At a minimum, the Contractor will coordinate the pickup and drop-off of Event Collection Station materials at the storage location between the hours of 9AM to 4PM, Monday through Friday, with the sponsor of the event.

On or before March 1, 2027, the Authority shall provide the Contractor with up to ten (10) Event Collection Stations for the loan program. The Contractor shall store the Authority-provided Event Collection Stations and shall purchase and store additional signage, bags, and other special event materials, including up to twenty-five (25) additional Event Collection Stations, as needed, to implement the services outlined in this Section. The Contractor shall replace Event Collection Stations, signage, bags, and other special event supplies, including the ten (10) initial Authority-provided Event Collection Stations as needed through the Term

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

of the Agreement. The Contractor is only obligated to distribute up to thirty-five (35) Event Collection Stations at any given time during the Term of the Agreement.

5.9 Right to Redirect Transfer

The Authority may direct the Contractor to modify the location for Delivery of any of the Franchised Materials that the Contractor Collects. In the event that the Designated Transfer Facility, the Designated Recyclable Materials Processing Facility, or the Designated Commercial Food Scraps Pre-Processing Facility becomes temporarily or permanently unavailable, the provisions described in Subsection 2.6.F shall apply. In the event of a planned change in the location(s) of a Designated Facility(ies) due to a change in contracts between the Authority and any Designated Facility(ies), the provisions of Subsection 10.4.A.5 shall apply. In either case, the Contractor shall take written direction from the Executive Director regarding the date of such change, the new location, and any relevant facility rules and regulations for the subject facility.

5.10 Public Schools, State, County, and Federal Facilities

While public schools, State, County, and Federal facilities (collectively "Public Facilities") are not required to subscribe to the Contractor's services, the Contractor is required to offer Solid Waste, Recyclable Materials, and Commingled Organics and/or Commercial Food Scraps Collection services to Public Facilities in the same manner it offers service to Commercial Customers, pursuant to Exhibit B-3. The Contractor shall charge all Public Facilities that Subscribe to service at the Rates that do not exceed the Maximum Rates for equivalent services provided to Commercial Customers located within the same Member Agency.

ARTICLE 6
RESERVED

ARTICLE 7
OTHER RELATED SERVICES

7.1 Public Education, Outreach, and Technical Assistance

The Authority places the utmost importance on effective and accurate public education and outreach to help residents, businesses, and visitors fully understand options for, and benefits of, Source Reduction, reuse, repair, Recycling, and Composting. The Contractor acknowledges that the services it provides are a portion of a multi-party system (i.e., Contractor, Authority, Member Agencies, Authority's other contractors and consultants, and other Diversion service providers) that impacts every Generator within the Service Area, inclusive of both Customers and Subscribers. Therefore, diligent coordination in the provision of accurate public education is critical in such a multi-party system.

A. **General Administration**. General provisions for public education and outreach shall be provided, at a minimum, as follows:

1. In coordination with the Contractor, the Authority shall develop, design, and print Generator education and outreach materials, as described below. The Contractor shall store and distribute Authority-provided education and outreach materials to Customers, as requested by the Authority. The Authority shall mail mass-distributed outreach materials.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2. Within ninety (90) Days after the Effective Date, the Contractor shall submit a "Transition Outreach Plan," which shall include a transition schedule in Excel that corresponds with the activities and deliverables outlined in the Transition Outreach Plan, to the Authority for review. Such Transition Outreach Plan shall indicate the Contractor's strategy, tasks, and timeline for identifying any changes from the services provided under the previous Franchise agreement so that the Authority may design and print targeted Customer education and outreach materials. The Transition Outreach Plan shall cover the time period between the Effective Date and the first Day of Rate Year Two. Upon submittal of the Transition Outreach Plan, the Contractor and the Authority shall meet to discuss necessary changes and/or additional details required by the Authority. Within fifteen (15) Days after that meeting, the Contractor shall submit a revised Transition Outreach Plan for final Authority review. If the Authority requires additional changes, the Authority shall promptly make such request, and the Contractor shall resubmit the Transition Outreach Plan that reflects the changes requested by the Authority within fifteen (15) Days. Following the Authority's approval, the Transition Outreach Plan shall be included in Exhibit G-3 as a supplement to the Contractor's Implementation Plan and Schedule.

3. By March 1, 2028, and March 1 of each following year during the Term of this Agreement, the Contractor shall develop and submit an annual public education and outreach plan ("Annual Plan") to plan the public education, outreach, and technical assistance services and activities to be performed by the Contractor under this Agreement for the upcoming Rate Year (July 1 through June 30), as further described below. The Annual Plan shall not be finalized or implemented without the Authority's approval. Within fifteen (15) Days after the Authority's receipt of the Annual Plan, the Contractor shall meet with the Authority to present and discuss the Annual Plan, review the prior year's activities, describe how the proposed Annual Plan will build on the prior years' successes and overcome any identified challenges. The Authority may request changes to the Annual Plan and the Contractor shall submit a revised Annual Plan for final Authority review. If the Authority requires additional changes, the Authority shall promptly make such request, and the Contractor shall resubmit the Annual Plan that reflects the changes requested by the Authority within fifteen (15) Days.

4. The Contractor's Annual Plan shall include, at a minimum, the following:

    a. Plan for providing technical assistance, including prioritizing and completing "Diversion Opportunity Assessments," as outlined below.

    b. Timeline for the implementation of all outreach and education activities to be performed, including measurable outcomes and deliverables.

    c. Outreach and education activities, as outlined below.

    d. Recommendations for outreach and education determined, at a minimum, by the previous years' Diversion Opportunity Assessments and Customer requests.

    e. Required materials/deliverables, as described in Exhibit C-2.

    f. Participation in special events.

    g. Plan for conducting Route audits, as described in 14 CCR Section 18984.5 ("Route Audits"), for each Residential and Commercial Solid Waste, Recyclable Materials, Commingled Organics, and Commercial Food Scraps Route, as directed by the Authority and outlined in Subsection 7.1.A.14 below.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

5. Upon request from the Executive Director, the Contractor shall meet with the Authority at a maximum of one (1) time per month to discuss services, outreach, and changes or adaptations to the Annual Plan.

6. The Contractor shall translate educational materials into up to three (3) additional languages, as requested by the Authority.

7. In the event that the Contractor desires to design and develop its own public education or advertising materials (also known as "Collateral") related in any way to or referencing the Contractor's services under this Agreement, the Contractor must follow the process described below. The Contractor shall work with the Authority to understand the Authority's education and outreach goals and objectives to ensure coordinated messaging. The Contractor may then begin drafting the content and developing a graphic mockup. Unless otherwise approved by the Authority, all Collateral shall: (i) use the Authority's branding, including the Authority's colors, graphics, fonts, look, and feel; (ii) initially be produced in English; (iii) be photo-oriented to appeal to various languages and literacy levels; (iv) be made available in digital format for use on the Authority's website; and, (v) shall be printed double-sided whenever possible. Any Contractor-designed Collateral is subject to the approval of the Authority, not to be unreasonably withheld. Within fifteen (15) Days after the Authority's receipt of the Collateral, the Authority may request changes to the Collateral, and the Contractor shall submit a revised version for final Authority review. If the Authority requires additional changes, the Authority shall promptly make such request, and the Contractor shall resubmit the Collateral reflecting the changes requested by the Authority within fifteen (15) Days. Finalization of any Collateral shall occur no fewer than four (4) weeks prior to the distribution of such Collateral.

8. In the event that the Contractor desires to Collateral related in any way to or referencing the Contractor's services under this Agreement, Collateral shall be printed on post-consumer Recycled content and Recyclable paper to align with the requirements of SB 1383 and the Public Contract Code. All outreach paper printing and mailing projects shall state Recycled and Recyclable paper on the invoice, which must be submitted to the Authority pursuant to Exhibit D.

9. The Contractor shall distribute Authority-approved and printed public education materials to Member Agency offices and facilities for such materials to be made available to the public that visits those facilities. The Contractor shall replenish the materials, as requested by the Authority or Member Agency.

10. The Contractor shall develop and utilize non-Collection notices and courtesy notices, pursuant to Subsection 7.7.B, in clear instances of Customer noncompliance. The Contractor shall develop and maintain a system of keeping records of and following up with Customers who receive non-Collection notices and courtesy notices during Collection of materials, as described in Exhibit D. The Executive Director may approve alternatives to paper non-Collection and courtesy notices.

11. The Authority website, www.RecycleSmart.org, shall be on all outreach materials, unless the Contractor website URL is requested by the Authority for service-related needs.

12. The Contractor shall maintain current mailing records for all Customers. Annually by March 1, Contractor shall purchase and provide Commercial, Multi-Family, and Residential mailing lists to submit with the Annual Plan for Authority use. The mailing

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

lists will include addresses of individual Multi-Family and Commercial units, as opposed to the Billing or service address.

13. In addition to the public education, outreach, technical assistance, and Route Audit activities and Collateral described in this Section and Exhibit C-2, the Contractor shall promote environmental sustainability among the K-12 school students in the Service Area.

14. At the Authority's sole direction, the Authority may direct the Contractor to conduct Route Audits on some or all of the Routes in the Service Area each year. Route Audits shall consist of reviewing at least twenty-five (25) accounts. The number of accounts reviewed on each Route may be proportional to the population of each Member Agency, at the Authority's discretion. The Authority and the Contractor shall agree upon the number of accounts to review on each Route as part of the Authority's request for the Contractor to perform Route Audits. During each Route Audit, the Contractor shall note Contaminants in the Solid Waste, Recyclable Materials, Commingled Organics, and Commercial Food Scraps Containers. The Contractor shall use Cart tags to communicate evidence of Contamination to Residential Customers. The Contractor shall use emails, phone calls, and site visits to communicate evidence of Contamination to Multi-Family and Commercial Customers. The Contractor shall provide the Authority with necessary evidence to document Route Audits, as described in Exhibit D. If approved in advance by the Authority, the Container inspections required pursuant to Subsection 5.2.D.5 may be used to accomplish some or all of the Route Audits discussed in this Subsection.

B. **Education and Outreach Activities**. All education and outreach activities, printed and non-printed education and outreach materials, and resources and tools provided to Customers by the Contractor shall be approved by the Authority, as part of the Annual Plan outlined in 7.1.A. At a minimum, the Contractor will distribute, as applicable, all the materials listed in Exhibit C-2.

The Contractor shall work collaboratively with the Authority to develop education and outreach materials. The Authority will produce education and outreach materials according to Exhibit C-2, and the Contractor shall store and distribute education and outreach materials, as directed by the Authority.

The Contractor shall develop and implement, at a minimum, the following education and outreach resources and tools:

1. Design, print, and distribute non-Collection notices.

2. Distribute Residential indoor kitchen Food Scrap pails, in-home Multi-Family Recycling tote bags, and move-in kits provided by the Authority, as described in Exhibit B.

3. Distribute Commercial indoor Containers provided by the Authority, as described in Exhibit B-3.

4. Distribute Used Oil Recovery Kits provided by the Contractor, as described in Exhibit B.

5. Conduct outreach and technical assistance to Customers, including Member Agency employees and facilities.

6. Include announcements on Billings and Bill inserts.

7. Provide website resources.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

8. Produce and deploy information signs on Collection vehicles (up to three (3) designs annually, designed by the Authority). Truck signs shall meet the specifications in Subsection 8.10.G, unless otherwise approved in advance by the Executive Director. Signs must be installed within thirty (30) Days after the Contractor is provided with the artwork.

C. **Public Education and Outreach Team.** To best achieve the highest possible level of public education and awareness, the Contractor shall employ no less than one (1) full-time equivalent municipal contract manager and five (5) full-time equivalent Sustainability Advisors (together the "Public Education and Outreach Team") dedicated to the services outlined in this Agreement. Such employees shall coordinate and implement all public education and outreach activities required by this Agreement throughout the Term of the Agreement. The Parties acknowledge the importance of a well-trained Public Education and Outreach Team and that these positions are critical in achieving the Annual Plan's goals and the Authority's Diversion goals. Therefore, the Contractor shall pay any new hire to the Public Education and Outreach Team at least Seventy-Five Thousand Dollars ($75,000), in 2024 dollars, in addition to benefits, to be adjusted annually by the Employment Cost Index (ECI), subject to the Contractor's performance review policies and any applicable bargaining agreements. The Contractor represents that the Public Education and Outreach Team employed as of the Effective Date meet the salary requirement of this Section. During any period of vacancy that exceeds two (2) months for any one (1) full-time equivalent position described herein, the Contractor shall remit one (1) full month of the fully burdened cost of the prior position that was filled, plus the Contractor's operating ratio, pursuant to Article 10, for each partial or full month of the vacancy, until such time that the vacancy is filled; provided, however, that if the Contractor can sufficiently demonstrate to the satisfaction of the Executive Director that the Contractor sufficiently provided coverage through use of the Contractor's employees or outside staffing agency, the Authority may waive the vacancy payment to the Authority.

The Public Education and Outreach Team may perform the following tasks as assigned in the Annual Plan:

1. Coordinate development and implementation of the Annual Plan.
2. Meet with the Authority in accordance with the requirements of this Section.
3. Participate in special events, as required in Section 5.8, and assist in planning service needs for events and venues, with a focus on Source Reduction, reuse, and Diversion to minimize the Disposal of materials resulting from such events or venues.
4. Build relationships and the Contractor's reputation with Customers to enforce quality Customer service and establish itself as a community resource and partner.
5. Provide all Customers with appropriate education and outreach (at a minimum, as outlined in this Section and Exhibit C-2) to enable Customers to better make informed, environmentally-forward decisions relative to Source Reduction, reuse, and Diversion activities.
6. Resolve complaints, as requested by the Authority.
7. Create reports, as required under this Agreement.
8. Perform Diversion Opportunity Assessments.
9. Provide technical assistance and outreach to Member Agency staff and facilities.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

10. Conduct outreach to community groups.
11. Conduct outreach to schools.
12. Coordinate repair cafes.
13. Staff Compost Product giveaway events.
14. Run the event Recycling station loan program.
15. Conduct Contamination Route audits, which may serve as SB 1383 Route audits.
16. Conduct SB 1383 Route audits.

D. **Technical Assistance.** The Contractor shall provide technical assistance to Customers by providing the Diversion Opportunity Assessments outlined in the Annual Plan. In the Annual Plan, the Contractor shall include details on how they will meet the below requirements for the coming year:

1. Notify Commercial and Multi-family Customers of the opportunity to have a Diversion Opportunity Assessment performed, the benefits of such an assessment, and how to schedule the assessment.
2. Provide at least one (1) assessment for each Commercial, Multi-family, and public school service location annually (unless otherwise specified in the Annual Plan).
3. Identify Commercial and Multi-Family Customers that should receive priority Diversion Opportunity Assessments as part of the Annual Plan; plan and schedule for assessments of priority Customers.
4. Draft plan for assessing and providing targeted outreach to Single-Family neighborhoods, if requested by the Authority.
5. Provide Diversion Opportunity Assessments that include, at minimum:
    a. **Site Visit.** The Contractor shall perform a site visit to confirm that the on onsite services match the services on record, look for Contamination and opportunities for increased Diversion, determine what type and how much of each Discarded Material is being generated, evaluate the Discarded Material streams to identify special wastes and major Contaminants, identify any service or enclosure issues, take photos to share with Customers during follow-up phone calls, emails, and meetings, and look at the trash enclosure/area to denote specifics about the site (e.g., any access or overhead issues, locked enclosures, space constraints) and document and report findings in accordance with Exhibit D.
    b. **Distribution of Educational Materials.** The Contractor shall distribute posters, Recycling guides, signage, and other outreach and education Collateral and resources, provided by the Authority, to promote Diversion activities and educate Generators. Outreach materials shall be distributed by the Contractor in accordance with the needs of the facility and as outlined in the Annual Plan, unless requested by the Customer. Outreach materials include all those described in Exhibit C-2. The purpose of providing outreach materials is to educate Customers, increase Customer understanding of Allowable items in the Recyclable Materials, Commingled Organics, and Commercial Food Scraps Collection programs, as applicable, through images and text, and to clarify what materials are not permitted for Disposal, especially Hazardous Waste.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

c. **Mandatory Compliance.** Inform Customer of mandatory ordinances and State Law they must comply with, including:

i. SB 1383

ii. Authority Ordinance No. 21-1 Mandatory Organic Waste Disposal Reduction

iii. SB 54

iv. AB 827

v. AB 1276

vi. Other mandatory ordinances and State Law as applicable.

d. **Identify Primary Contact.** During each site visit, the Contractor shall proactively attempt to identify and speak with the property manager or another Person who can serve as a primary contact for the service location, and ideally be an advocate for Diversion programs. The Contractor shall obtain the phone number and email address for the primary contact. If no primary contact can be identified and/or no contact is available onsite at the time of the site visit, the Contractor shall leave its contact information and educational information for the Customer.

e. **Follow-Up Phone Calls and Emails.** Recommendations for waste reduction, Contamination prevention, staff training, and Service Level or frequency modification (if appropriate) shall be made via email to the Customer after the initial site visit. The recommendations for Service Level changes shall consider materials generated on site, Customer requests, routing, and space constraints. The Contractor shall also offer trainings or presentations for the Customer's employees and/or tenants.

f. **Confirmation of Compliance.** The Contractor shall confirm that the Customer is provided outreach and sources of information for site compliance with SB 1383, AB 827, and any subsequent State and local waste Diversion requirements, and that the property has i) proper and sufficient Containers for Solid Waste and Recyclable Materials, and Commingled Organics and/or Commercial Food Scraps, as applicable and required, ii) the appropriate and/or required and accurate signage for each type of Container, iii) is sorting properly, and iv) Customer is providing annual education to employees and tenants, if applicable, in accordance with SB 1383.

g. **Reduce Single-Use Items.** The Contractor shall make every effort to review on-site practices and operations with Customer to provide outreach and education for the prevention of single-use throw away waste materials, including but not limited to, single-use utensils, on-site and to-go food ware, plastic bags, expanded polystyrene (Styrofoam), to-go cups and straws. The Contractor shall provide sustainable purchasing outreach with options for reusable and Compostable materials.

h. **Reporting.** Provide reports as required in Exhibit D.

6. The Contractor shall provide the following activities upon Customer request, or as needed to increase Diversion efforts with Commercial and Multi-Family properties, and Single-Family neighborhoods.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

a. **Trainings and Presentations.** The purpose of trainings or presentations is to ensure that site staff, tenants and residents are familiar with proper separation of Solid Waste and Recyclable Materials, and Commingled Organics and/or Commercial Food Scraps and understand that program participation is required, provide an opportunity for Customers to ask questions, and assess program understanding to maximize Diversion program participation. Trainings or presentations will vary depending on the type of facility or site, the audience, the amount of time available of the training participants, and other logistical details specific to the site.

b. **Required Employee and Tenant Training.** The Contractor must provide property managers at Commercial and Multi-Family properties outreach and education collateral, tools, and/or resources annually to assist the property managers in complying with their obligations under SB 1383The Contractor shall support Commercial and Multi-Family Customers with fulfilling their requirements through trainings and presentations.

c. **Facility Walkthroughs.** The Contractor shall, to the extent permitted by the Customer, make note of the type and size of the business, the facility layout, the interior Container configuration (centralized vs. deskside Containers) and other factors that might impede the success of Diversion programs (language barriers, insufficient interior Containers, lack of signage, staff disinterest, etc.). The Contractor will observe the contents of interior Containers to spot issues of Contamination, ask about Bin liners that may be in use to confirm prohibited liners are not being used, and note the lack of the presence of color-coded, three (3) Bin systems. The Contractor will also determine the system for moving Discarded Materials from inside the building to Contractor-serviced Containers.

d. **Additional and/or Follow-Up Site Visits, Phone Calls and/or Emails.** The Contractor shall, at minimum, follow-up with a phone call and email to the Customer and/or the operations team regarding the status of program implementation, to confirm new Service Levels are appropriate, and/or to address any issues with access, use, or service of Containers.

e. **Reporting.** Provide a written report or plan, with associated photos, to the Customer in a format determined by the Authority.

7.2 Billing

A. **General Requirements.** The Contractor shall Bill all Subscribers at Rates not to exceed Maximum Rates for the Member Agency in which the Premise is located, and the Contractor shall be solely responsible for collecting Bill payments from Subscribers. Maximum Rates shall be adopted by the Authority Board in accordance with Article 10. Billing shall be performed on the basis of services rendered under this Agreement for only the duration of the provision of service and there shall be no payment obligations imposed on any Person on the sole basis of the ownership of property. The Authority has approved Maximum Rates specific to each Member Agency and to specified geographic areas of unincorporated County ("Rate Areas"). The Contractor shall charge the same amount for the same Service Level, including regularly scheduled and ancillary services, within a given Rate Area. The Contractor shall be expressly prohibited from establishing Rates or charges of any kind for Franchised services that are not otherwise expressly approved by the Authority Board.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

B. **Billing Frequency.** The Contractor shall Bill Single-Family Subscribers quarterly, in advance of provision of service, but no more than three (3) months in advance. Subscribers shall have at least thirty (30) Days to pay Bill from postdate on the Bill. The Contractor shall Bill Multi-Family, Commercial, and Drop Box Subscribers monthly, in arrears The Contractor may require Drop Box Subscribers to provide a deposit prior to provision of service.

C. **Bill Format.** The format of the Billing statements shall be reviewed and approved by the Authority no later than ninety (90) Days prior to the Commencement Date. Upon Authority request, the Contractor shall provide Subscribers with itemized Billing in a format to be approved by the Authority. The Contractor shall provide Drop Box Subscribers with an itemized Bill that includes all charges related to the service being provided, including Tons Collected by material type. The Contractor shall offer Subscribers the ability to sign up for paperless Billing and will use U.S. mail to mail Bills to Subscribers who decline to enroll in paperless Billing.

D. **Payment Options.** The Contractor's website shall provide Subscribers with the ability (i) to pay their Bills through an electronic check or credit card, (ii) to be automatically charged on a recurring basis, and (iii) to submit Billing questions by email or by live-chat. The Contractor shall collect Bill payments from Subscribers who decline to use such internet-based payment system(s). The Contractor shall make arrangements to allow Subscribers to pay Bills by cash, check, electronic check, money order, and credit card. The Contractor shall allow Subscribers to submit payments at the Contractor's office at 441 North Buchanan Circle, Pacheco, CA 94553 from 8:00 a.m. to 5:00 p.m. Monday through Friday.

E. **Refunds for Inaccurate Billings.** In the event that the Contractor Bills any Subscriber, at any time, for any reason, during the Term of this Agreement, an amount higher than appropriate for the Service Type or Service Level that the Subscriber is receiving or an amount higher than the appropriate Maximum Rate, Contract shall promptly refund Subscriber the full amount that they were over-Billed calculated from date the over Billing began to the date the over Billing was corrected.

In the event that the Contractor Bills any Subscriber, at any time, for any reason, during the Term of this Agreement, an amount lower than appropriate for the Service Type or Service Level that the Subscriber is receiving or an amount lower than the appropriate Maximum Rate, the Contractor may promptly Bill Subscriber the under-Billed amount calculated as the difference between the correct Rate(s) and the Rate(s) under-Billed and shall only be permitted to Bill Subscribers for up to six (6) months of under-Billings.

In the event that the Contractor Bills any Subscriber, at any time during the Term of this Agreement, a Rate or charge of any kind for Franchised services and/or at Rates that are not otherwise expressly approved by the Authority Board, the Contractor shall reimburse the Subscriber the full amount charged plus any interest accumulated from the charge from the date the unapproved Billing occurred until the date the unapproved Billing was corrected. The interest rate shall be calculated as the median Secured Overnight Financing Rate published by the New York Federal Reserve Bank (SOFR) plus two (2). For example, if the November 2023 SOFR Median is 5.33, the accumulated interest paid shall be 7.33 percent annual percentage rate.

F. **Change in Service Levels**. If Subscriber requests a change in Service Level that results in a lower Rate, the Contractor shall adjust Subscriber's Billing amount within seven (7) Business Days after the date Subscriber requested the change regardless of whether or not the Contractor delivers the appropriate Containers or modifies the Service Level within that timeframe. However, if the Subscriber requests a change in Service Level that results in a

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

higher Rate, the Contractor shall adjust the Subscriber's Billing amount within seven (7) Business Days after the effective date of the actual change in Service Level. The Contractor shall allow each Subscriber to authorize multiple individuals to make decisions regarding the account. The Contractor shall keep on record the names of all individuals for each account that are authorized to make such decisions.

The Contractor shall provide temporary vacation holds at no cost to the Customer. In such case, Customer may suspend Collection service for a minimum of one (1) week and a maximum of three (3) weeks per Rate Year. The Contractor shall not charge the Customer for service during that period. A Customer may request up to three (3) vacation holds in a Rate Year.

G. **Record Keeping**. The Contractor shall maintain copies of all Billings and Gross Receipts, each in chronological order, for the Term of this Agreement and for three (3) years beyond the Term, for inspection and verification by the Authority at any reasonable time but in no case more than thirty (30) Days after receiving a request to do so.

Billing records shall include detailed Subscriber account database in electronic format that consists of the following information at a minimum: Subscriber identification number, Subscriber name, Billing address, phone number, email address (if available), service location address, number of Dwelling Units, number of Containers and size of Containers by material type and Collection frequency for each Container, Rate, Special Services (Hard-to-Serve, On-Property Collection, etc.). The Contractor shall provide the Authority with read-only online access to the database in regard to information about Subscribers within the Service Area. Within five (5) Business Days after the Authority's request, the Contractor shall provide the Authority with an electronic copy of the database in a format that allows for the Authority to sort, group, and analyze the Subscriber data, and shall not at any time assert any claims of confidentiality, proprietary, trade secret or similar status in accordance with Subsection 12.5.C.

For Multi-Family Subscribers, the Contractor shall verify and record the number of Dwelling Units at the Premises. For Subscribers in the unincorporated area of the County, the Contractor shall use due care to accurately identify these Subscribers as Subscribers in the County area, as these Subscribers typically have city or town mailing addresses and can be misreported as a Subscriber of one (1) of the other Member Agencies.

The Contractor shall compile a database or Excel spreadsheet that includes all mailing addresses for individual Dwelling Units. These mailing addresses shall be used by the Contractor to distribute the Multi-Family Tenant Recycling Service Guide and shall be provided to the Authority upon request. The Authority anticipates that the Contractor may obtain and shall be required to verify the addresses during the first six (6) months of the Term of the Agreement during Multi-Family site visits that are required pursuant to Section 7.1.

H. **Bad Debt Collection.**

1. General. The Contractor shall be responsible for collection of payment from Subscribers with past due accounts ("bad debt"). The Contractor shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices, telephone requests for payments, and assistance from collection agencies. Subject to this Section and approval of the Authority Executive Director, the Contractor shall have the right to establish the policies, fees and procedures used to collect "bad debt."

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2. Notice and Service Suspension. If a Single-Family Subscriber is more than sixty (60) Days delinquent, then the Contractor shall send a thirty (30) Day notice notifying Subscriber that their service will be suspended if they are delinquent more than ten (10) Business Days past the next quarterly Billing cycle. The Contractor shall call thirty (30) Day delinquent Commercial and Multi-Family Subscribers notifying them that their service will be suspended when they are more than five (5) Business Days past the end of each monthly Billing cycle. After such notice, the Contractor may discontinue service to delinquent accounts. All notifications and correspondence issued by the Contractor shall be directed to both the Subscriber and the owner of the property if the owner is a different Person or entity than the Subscriber.

3. Reporting to the Authority. If a Subscriber's service is suspended, the Contractor shall provide written notification to the Authority as part of the monthly report described in Exhibit D. The Authority may involve their Member Agency code enforcement officers in the assessment of public health and safety concerns at a Subscriber's Premises following a service suspension.

4. Restart of Service. In order to re-start service after suspension, the Contractor may require the Subscriber to pay all amounts due, including late payment fees. In addition, the Contractor may require Commercial and Multi-Family Subscribers to make a deposit in advance equal to two (2) months of service and Single-Family Subscribers to make a deposit in advance equal to three (3) months of service, as a condition of recommencing service.

I. **Review of Billings.**

1. General. The Contractor shall review its Billings to Subscribers at least once per Rate Year in accordance with this Section. The purpose of the annual review is to determine that the amount that the Contractor is Billing each Subscriber is consistent with the Contractor's Rate schedule and that Rates do not exceed Maximum Rates approved by the Authority Board.

2. Procedures. The Contractor shall review each Cart Service account at least once per Rate Year in such a manner that all accounts on a particular Route are audited on the same Day. The audits shall be scheduled so that the Contractor completes audits of twenty-five percent (25%) of the Cart Service Routes each quarter. The Contractor shall review each Bin Service account and Drop Box/Compactor Service account at least once every other Rate Year. Audits shall be scheduled in such a manner that all accounts on a particular Route are audited on the same Day and twelve and one half percent (12.5%) of the Bin Service and Drop Box/Compactor Service Route are audited each quarter.

   The review shall be performed by the Contractor's Route supervisor(s) or other agent approved by the Authority. The Person conducting the review shall compare a Route report for the Route under review and verify, through visual inspection of each Subscriber's Premises on the Subscriber's scheduled Day of Collection, the Service Level actually provided to each Subscriber listed on the Route report review and document the actual Service Level in writing on the Route report. In addition, the Contractor's Route supervisor or appropriate agent shall list any Subscribers receiving service (and the level of such service) that do not appear on the routing report. The Contractor shall reconcile the Route report to the Billing report, noting all discrepancies. Any discrepancies should be marked clearly on the Billing report. The Contractor shall verify if the discrepancies result from Subscriber's request for Special

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Services on the Day of the Route audit and shall provide documentation in such cases. The Contractor shall issue correction notices to the Subscribers correcting any Billing inaccuracies within five (5) Business Days after the Day the Route audit was performed and shall provide such notices to the Authority along with the annotated Billing report.

3. Reporting Requirements. The Contractor shall include in each monthly report (per Exhibit D) a written report to the Authority that identifies the Cart Service, Bin Service and Drop Box/Compactor Service Routes audited, the number of accounts on each Route, the number of Billing inaccuracies per Route, the percentage of Billing inaccuracies (where Billing inaccuracies are instances when service observed by Route auditor differs from service listed on the Route reports and/or Billing reports) per Route (equal to the number of Billing inaccuracies divided by the number of accounts per Route), and the estimated annual gross Billing impact associated with the Billing inaccuracies (which shall be calculated as the difference between the Billing amount shown on the Billing report on the date of the audit and the corrected Billing amount multiplied by 12). The written report shall also include copies of the Route audits (e.g., Billing reports with handwritten notes identifying actual Service Level provided to each Subscriber and notes the Billing discrepancies), copies of the corrective notices sent to Subscribers, and any supporting calculations. In addition to the required Contractor reviews, the Authority reserves the right to perform Billing review itself or through use of an agent at its expense.

J. **Credit for Missed Collection.**

1. General. For each Missed Container, the Contractor shall automatically provide credit to the Subscriber's account in accordance with Subsection 7.2.J.4 and Subsection 7.2.J.5. The Contractor shall automatically include the amount of the credit on the Subscriber's next Bill; the amount shall appear as a credit against the amount owed by the Subscriber. The credit to the Subscriber is independent of, and shall be in addition to any Liquidated Damages the Authority may be entitled to under Exhibit F.

   Consistent with Section 7.7 of the Agreement, all Persons involved in providing related Customer service and support to Subscribers shall be well-educated on and knowledgeable about the procedures and requirements to issue the credit specified herein.

2. Missed Containers on Incomplete Routes. The Contractor shall provide an automatic credit to all Subscribers, including Single-Family, Multi-Family, and Commercial Subscribers, whose Containers were on the portion of any Route that was not completed and shall assume that all Containers for Customers on the portion of the Route that was not completed, for the material Collected on that Route, were set out. The Contractor shall have drivers and/or the Route supervisor identify all Customers missed by virtue of the Route failing to be completed at the end of each Day and credits shall be applied to Subscriber accounts on their next Bill.

   Portions of Incomplete Routes where Customers' Containers were not serviced due to blocked access (e.g., roadwork, tree trimming) are not considered to be Customers impacted by Incomplete Routes, provided the Contractor informs the Authority in the weekly Incomplete Route report and the Contractor completes the Incomplete Route by the next Day at no additional charge to the Subscriber. Routes that were reported by the driver as a Complete Route, but subsequently generated Missed Container complaints, are not considered to be Incomplete Routes as long as the complaints from the Complete Route represent no more than five percent (5%) of the Containers

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

on that Route, excluding any portions of Incomplete Routes that were not serviced due to blocked access.

a. To determine which Subscriber accounts are entitled to an automatic credit, the Contractor shall review all Incomplete Routes and portions of Incomplete Routes each Day and identify those Subscribers whose Container(s) was not Collected that Day.

b. The Contractor shall report each Monday by 5:00 p.m. (PST), to the Authority any Incomplete Routes for the prior one-week period. This weekly report of Incomplete Routes shall identify which Routes were not completed on the scheduled Collection Day, the number of Missed Containers on each Incomplete Route, and the reason the Route was not completed. The report shall include and identify any Routes that could not be completed due to blocked access. The report shall include Commercial/Multi-Family Routes, identified separately from Single-Family Routes. The report shall be in a format approved by the Executive Director. Upon request of the Executive Director, the frequency of the Incomplete Route report may be increased to each Business Day, with the report providing information on any Incomplete Routes from the prior Collection Day(s).

3. Missed Containers on Complete Routes. The Contractor shall provide an automatic credit to Subscribers on Complete Routes when the Contractor is made aware (through Customer call, property manager, Authority staff, Member Agency staff, or any other means) that a Container was not Collected on the scheduled Collection Day. The Contractor shall provide credit for each Missed Container(s) from the scheduled Collection Day, even if the Contractor was not made aware of the Missed Container until up to seven (7) Days after the scheduled Collection Day.

   The Contractor does not need to provide a credit if the Container is picked up on the Customer's scheduled Collection Day. If the Contractor is made aware on the scheduled Collection Day that a Container was missed, and is able to Collect the Container before the end of the scheduled Collection Day, the Contractor shall not owe the Subscriber a Missed Container credit.

   Contractor is only required to provide one (1) credit per Missed Container per occurrence. If the Contractor has automatically provided a credit for a Missed Container on an Incomplete Route, and then receives a Complaint about that same Missed Container, the Contractor is not required to provide an additional credit for the same Missed Container.

   The burden of proof shall rest with the Contractor to demonstrate cases where a Subscriber request for credit does not meet the criteria specified herein; the Executive Director, or their designee, shall make the final determination in the event of unresolved disputes between the Contractor and a Subscriber based on the evidence presented to the Executive Director and the Executive Director's decision shall be final.

   If the Contractor can document to the Authority's satisfaction that a Subscriber is repeatedly reporting false Missed Containers, the Authority may, at the Contractor's request, allow the Contractor to cease providing credits for Missed Containers to that Subscriber for up to twelve (12) months.

4. Credits for Missed Containers for Single-Family Subscribers. The Contractor shall provide each Single-Family Subscriber a credit for each Missed Container in

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

accordance with the credits described above. The Contractor shall provide the credit for every calendar Day that the Collection is late, up to and including the Day that the Container is Collected. The Missed Container Credit for Single-Family Subscribers shall be Ten Dollars ($10) per Day per Container in Rate Year One, and shall be adjusted annually thereafter by the same percentage used to adjust Rates in accordance with Exhibit E. The credits herein are minimum amounts, and the Contractor may voluntarily provide greater credit amounts at its discretion. Credits apply to Missed Containers for all types of Franchised Materials.

a. Single-Family Example: Container scheduled for Collection on Friday is Collected on Monday. Minimum credit = 3 Days x $10 = $30.

b. Single-Family Example: Container scheduled for Collection on Monday is Collected on Tuesday. Minimum credit = 1 Day x $10 = $10.

c. Single-Family Example: Container scheduled for Collection on Wednesday is Collected on Thursday, 2 weeks in a row. Minimum credit = 1 Day (week 1) + 1 Day (week 2) x $10 = $20; and $200 Liquidated Damage to the Authority.

5. Credits for Missed Containers for Multi-Family and Commercial Subscribers. The Contractor shall provide each Multi-Family and Commercial Subscriber a credit for each Missed Container in accordance with the credits described above. The Missed Container credit for Multi-Family and Commercial Subscribers shall be as described below:

a. Each Solid Waste Container(s) missed shall be the monthly service charge for the Container that was missed divided by 4.33, divided by the number of scheduled Collections per week

i. Commercial Solid Waste Example: Container is 3 cubic yards and is Collected 2x per week. The Container has a monthly rate of $1,613.87. Thursday Collection is missed and Collected on Friday. Minimum credit = $1,613.87 / 4.33 weeks per month / two (2) Collections per week = $186.36.

b. Each Recyclable Materials, Commingled Organic Materials, or Commercial Food Scraps Container missed shall be the same as for Single-Family Subscribers above in accordance with Subsection 7.2.J.4.

i. Commercial Recyclable Materials Example: Container is 3 cubic yards and Collected 1x per week. As of the Effective Date, there is no direct charge for Recyclable Materials Collection service as it is “bundled” with Solid Waste Collection service. Wednesday Collection is missed and Collected on Friday. Minimum credit = 2 Days x $10 = $20.

c. Push/pull service for each Discarded Material Container missed shall include the monthly push/pull service for that specific Container charge divided by 4.33, divided by the number of scheduled Collections per week for that Container.

i. Commercial Solid Waste Example: Container is 3 cubic yards and is Collected 2x per week. The Container has a monthly rate of $1,651.24 ($1,613.87 Soild Waste service plus $37.37 push/pull service). Thursday Collection is missed and Collected on Friday. Minimum credit = $1,651.24 / 4.33 weeks per month / two (2) Collections per week = $190.67.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ii. Commercial Recyclable Materials Example: Container is 3 cubic yards and Collected 1x per week. As of the Effective Date, there is no direct charge for Recyclable Materials Collection service as it is "bundled" with Solid Waste Collection service. The Recyclable Materials Container has a monthly Rate of $18.69 for push/pull service. Wednesday Collection is missed and Collected on Friday. Minimum credit = $18.69 per month / 4.33 weeks per month / 1 Collection per week = $4.32 + ($10 x 2 Days) = $24.32.

d. The credits herein are minimum amounts, and the Contractor may voluntarily provide greater credit amounts at its discretion. As of the Effective Date, Multi-Family and Commercial Subscribers are not charged for Recyclable Materials, Commingled Organic Materials, or Commercial Food Scraps Collection as these services are "bundled" with Solid Waste Collection services; however, the Authority reserves the right to implement a direct charge for these Collection services after the Commencement Date and if such a charge is attached to Multi-Family and Commercial Subscribers for Recyclable Materials, Commingled Organic Materials, and/or Commercial Food Scraps Collection, then the Container(s) missed shall be subject to the same calculation as 5.a and 5.c above or the methodology for Single Family Subscribers in Subsection 7.2.J.4, whichever is greater.

6. Reporting. The Contractor shall provide reports on credits distributed for Missed Containers as described in Exhibit D.

K. **Late Container Delivery Credit**. The Contractor shall provide all Subscribers an automatic "Late Container Delivery Credit" for each failure to deliver a Container to a new or existing Customer in accordance with the schedule provided in Exhibit F, Section 2 (Failure to Replace Container). The Contractor shall remit the Late Container Delivery Credit each Day until the Container(s) in question have been delivered. The Late Container Delivery Credit applies to all Containers, including Used Oil Recovery Kits, and applies to Subscribers changing their Service Level and/or Customers receiving new Containers. The Contractor shall automatically include the amount of the credit on the Subscriber's next Bill; the amount shall appear as a credit against the amount owed by the Subscriber.

The Contractor shall not Bill Subscribers for a service that could not be provided due to the Contractor's failure to deliver the necessary Container on the scheduled Day and shall automatically credit Subscriber for any such service charges paid in advance.

The Late Container Delivery Credit for all Subscribers shall be in a minimum amount of Five Dollars ($5) per Day per Container in Rate Year One, up to a maximum of Fifty Dollars ($50) per Container, and shall be adjusted annually thereafter by the same percentage used to adjust Rates in accordance with Exhibit E. The credit to the Subscriber shall be in addition to any Liquidated Damages the Authority may be entitled to under Exhibit F.

L. **Compost Certification Credit.** The Contractor shall provide all Single-Family Subscribers that conduct on-property Composting a monthly compost certification credit on their Rates. The Contractor will provide a web-based application portal easily accessible on the Contractor's website and approved by the Authority. Subscribers must also be allowed to email or mail in applications. The Contractor shall review all applications made by on-property composters to determine conformance with this provision and shall certify composters and grant eligibility for the credit within seven (7) Days of the date of application submittal. In the event

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

of disputes between Subscriber and the Contractor, the Executive Director shall make the final determination about Subscriber's certification as an on-property composter.

The Compost Certification Credit for all Single-Family Subscribers shall be in a minimum amount of One Dollar and Fifty Cents ($1.50) per month in Rate Year One, and shall be adjusted annually thereafter by the same percentage used to adjust Rates in accordance with Exhibit E. The Executive Director may waive the annual adjustment.

7.3 Provision of Emergency Services

A. **Disaster Response Planning.** No less than ninety (90) Days prior to the Commencement Date, the Parties shall meet to discuss development of a disaster response plan to address the role of the Contractor in addressing Authority needs related to wartime, natural, physical, or other disaster in, or proximate to the Service Area, resulting in the declaration of an emergency by the Governor, County Board of Supervisors, County Health Office, County Sheriff, any Member Agencies, or other responsible government official, as well as any measures that may be necessary for the Contractor to take over time to address climate change ("Disaster Response Plan").

B. **Disaster Response Plan.** The Parties shall develop and finalize a Disaster Response Plan prior to the Commencement Date that identifies specific communication and logistical actions, and other coordination between the Parties and internal to each Party such that Contractor assistance can occur immediately following a declaration of an emergency. The plan shall be developed by the Parties, as provided in this Section, and incorporated into this Agreement as part of Exhibit R. The Parties shall review the plan no less than annually and revise as warranted.

As part of the Disaster Response Plan, the Contractor shall provide a contingency plan to the Authority demonstrating how services will be provided during the period impacted by a declaration of an emergency. The contingency plan is subject to Authority approval (which shall not be unreasonably withheld) and the Contractor shall amend the plan until it meets Authority requirements, including reasonably demonstrating how the Authority's basic Collection and sanitary needs will be met to the Authority's satisfaction. This provision shall not, however, release the Contractor from using its best efforts to continue performance hereunder.

C. **Essential Service.** The Contractor acknowledges that it provides an essential service, and that while provision of Collection service during or following a disaster may be affected by impacts to facilities, equipment, and/or public infrastructure, the Contractor is obligated to take all measures reasonably necessary to provide such service in a timely and effective manner in compliance with this Agreement, Section 14.10 notwithstanding. Such measures may include, but are not limited to, a change in Designated Facility(ies).

D. **Availability of the Contractor's Personnel and Equipment.** In the event of a declaration of emergency, the Contractor shall provide, upon Authority request, all equipment, vehicles, and/or personnel normally performing services under this Agreement, for use by the Contractor in conducting emergency operations. These emergency services shall be performed in consultation with the Authority's Executive Director to ensure appropriate prioritization of services. The Authority shall not be required to additionally compensate the Contractor in excess of what is payable to the Contractor pursuant to this Agreement for the Contractor's provision of equipment, vehicles, or personnel normally performing services under this Agreement if they are made available during a declaration of emergency.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

E. **Contractor Reimbursement for Use of Additional Resources.** In the event of a declaration of emergency, should the Contractor provide, upon Authority's request, additional equipment, vehicles, and/or personnel beyond that normally performing services under this Agreement, for use by the Contractor in conducting emergency operations under the Authority's direction, the Contractor may submit to the Authority detailed records of specific, additional, and reasonable costs and expenses borne by the Contractor in its provision of such additional resources. The Authority shall reimburse the Contractor for such documented, reasonable expenses within ninety (90) Days after the Authority receives State and/or Federal emergency agency reimbursement specific to those expenses. Should such State and/or Federal reimbursement not occur within five hundred forty (540) Days after the Contractor's complete submission, as verified by the Authority, the Contractor may seek compensation under the terms of this Agreement. The Contractor shall promptly cooperate with the Authority, State, and/or Federal reporting and documentation requirements related to a request for reimbursement. Upon notice of the same from the Authority, the Contractor shall further comply with all applicable Federal, State, or local funding and accounting requirements that may apply to expenses that will be reimbursed.

F. **Disaster Waivers.** In the event of a disaster, the Authority may grant the Contractor a waiver for some or all Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with Section 2.4.

7.4 Extended Producer Responsibility Programs

A. **General**. The Authority and the Contractor acknowledge that the requirements under the existing Extended Producer Responsibility Programs (including, but not limited to, AB 1201, SB 1383, SB 54, and SB 343) may be applicable to the services provided by the Contractor under this Agreement, and that additional or amended Extended Producer Responsibility Programs may be established in the future. The Contractor acknowledges and agrees that, to the extent that such Extended Producer Responsibility Programs impose requirements on the Authority's Source Separated Collection programs, which impact the services provided by the Contractor under this Agreement, those Extended Producer Responsibility Programs shall be considered "mandatory" for the Contractor and the Contractor shall be required to participate. The Contractor further acknowledges that, because the Designated Facility(ies) accepts materials from the public that may be regulated by an Extended Producer Responsibility Program, the Contractor may be uniquely positioned to operate or participate in such programs in a "voluntary" capacity.

B. **Change in Scope**. The Authority may require the Contractor's compliance with, and participation in, existing and/or new mandatory Extended Producer Responsibility Programs, which may include a modification to Exhibit C-1, or may request the Contractor's compliance with, and participation in, existing and/or new Extended Producer Responsibility Programs, which may include the Contractor's implementation of drop-off program(s) at the Designated Facility(ies), to the extent that doing so is reasonably appropriate and does not violate the Permits of the subject Designated Facility.

Notwithstanding Subsection 10.4.A.4, any and all such Authority requests and/or requirements related to any mandatory or voluntary Extended Producer Responsibility Program shall be treated as a change in scope in accordance with Sections 2.4, 10.4.A.1, and 10.5 and shall not be treated as a Change in Law pursuant to Subsection 10.4.A.4; provided, however, that the Contractor shall be expressly precluded from requesting a Special Rate

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Adjustment for a change in scope if the Contractor is compensated, in whole or in part, for Processing, Recovery, and/or Diversion costs associated with such participation. Additionally, the Contractor shall be expressly precluded from requesting any Special Rate Adjustment for any materials the Contractor represented it was already Recovering and Diverting, as described in Exhibit G, even if the addition of the subject material is covered under what might otherwise be considered an eligible item under Subsection 10.4.A.

C. **Authority Rights to Solicit Proposals**. The Authority may, from time to time, request that the Contractor initiate or participate in a voluntary Extended Producer Responsibility Program; provided, however, that the Contractor acknowledges and agrees that the Authority is under no obligation to request any such proposal from the Contractor. Furthermore, the Contractor acknowledges and agrees that, at any time during the Term of this Agreement, the Authority may solicit proposals from other Persons related to Extended Producer Responsibility Programs and may permit other Persons besides the Contractor to provide such services, as provided for in Subsection 2.2.A.8, and that nothing herein shall prevent the Authority from also soliciting cost and operating information from other Persons in order to inform the Authority's evaluation of any Contractor-provided proposal.

D. **Authority Requested Proposal.** If the Authority requests an Extended Producer Responsibility Program proposal from the Contractor under this Section, the Contractor shall: (i) be required to seek out and coordinate with the applicable Stewardship Organization(s) designated for the applicable program; and, (ii) describe such partnership in its proposal or provide information about an alternative program that the Contractor wishes to participate in to Divert such material(s) that meets the requirements of the voluntary Extended Producer Responsibility Program. These requirements are in addition to the requirements provided in Section 2.4. The Authority's written request for a proposal may also require additional and/or specific information relating to the Extended Producer Responsibility Program, including such information determined by the Executive Director (at the Executive Director's sole discretion) to be reasonably necessary. The Authority shall review the proposal and may request additional supporting documentation, calculations, or other information necessary to evaluate the Contractor's proposal for reasonableness and the Contractor's ability to comply with the requirements of the Extended Producer Responsibility Program.

As such, the Contractor shall consider in good faith the Authority's request to enact the voluntary Extended Producer Responsibility Program, unless the Contractor can demonstrate significant barriers that would make providing such services impracticable and/or the Contractor is already Diverting the applicable material(s) at the time of the Authority's request. The Contractor shall express any objections or concerns and the Contractor shall provide evidence of such barriers and/or current Diversion operations in the Contractor's proposal. Such information will be further reviewed by the Authority. In the event that the Contractor and the Authority mutually agree for the Contractor to participate in a voluntary Extended Producer Responsibility Program, the Parties agree that Contractor shall be entitled to request a Special Rate Adjustment, as set forth in Article 10, and if such a request is not approved the by the Authority Board, then the Contractor shall not be required to implement the voluntary Extended Producer Responsibility Program under this Agreement.

E. **Record Keeping and Reporting.** The Contractor acknowledges that, as part of the services provided under this Agreement, the Contractor's participation in any mandatory or voluntary Extended Producer Responsibility Program may impact the Authority and/or its Member Agencies, Subscribers to Collection services, and the Authority's other service providers. As such, regardless of whether the Contractor is specifically contracted under this Agreement

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

to provide any such Extended Producer Responsibility Programs, the Contractor acknowledges and agrees it has obligations to the Authority, nonetheless.

Throughout the Term of this Agreement, the Contractor shall maintain records of all funding or other resources the Contractor receives directly or indirectly through an Extended Producer Responsibility Program related to the Contractor's performance of services under this Agreement. The Contractor shall inform and report to the Authority such funding or other resources, as part of the Contractor's obligations under Exhibit D, and shall calculate and demonstrate the dollar amount that can be attributed to services provided under this Agreement. Any cost savings identified shall be remitted to the Authority as either a direct payment sent to the Authority within thirty (30) Days after the Contractor's receipt of funds or as a reduction to the Contractor's Rate in accordance with Article 10, at the Executive Director's sole discretion. The Contractor shall include copies of invoices or receipts from the applicable Stewardship Organization with its payment or Rate Application, as appropriate, regardless of whether the Authority is aware that such funding or other resources have been received by the Contractor.

The Contractor shall also maintain all operational and financial records related to Extended Producer Responsibility Programs, as provided in Article 12, and report such information to the Authority in accordance with Exhibit D or as otherwise requested by the Executive Director.

7.5 Generation, Characterization, and Pilot Studies

The Contractor acknowledges that the Authority, CalRecycle, or other governmental agencies may wish to perform and/or participate in periodic material generation or characterization studies or pilot programs related to materials covered under this Agreement. The Contractor agrees to participate and cooperate with the Authority and its agents and to perform studies and data collection exercises, as needed, to determine weights, volumes and composition of materials generated, Disposed, Diverted, or otherwise Processed or Composted, including the resultant Residue. If the Authority requires the Contractor to participate in such a study or program, the Contractor and the Authority shall mutually agree on the scope of services to be provided by the Contractor and compensation, if any, that the Authority will pay to the Contractor specifically for such participation, in accordance with Subsection 2.4.A.6. In any event, the Contractor shall permit and in no way interfere with the handling of the subject materials by other Persons for such purposes.

7.6 Waivers

The Authority allows for one (1) or more of the following types of exemptions to the Recyclable Materials, Commingled Organics, and/or Commercial Food Scraps Collection participation requirements, which impact the scope of the Contractor's provision of services for certain Customers. Customer waivers shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11, Authority Ordinance 21-1 (as may be amended), and other requirements specified by the Authority. The granting of waivers shall be done by the Authority, in consultation with the Member Agencies, with assistance by the Contractor.

A. **Authority Ordinance 21-1.**

1. <u>De Minimis Waivers.</u> The Authority may grant a waiver to the requirement that a Customer subscribes to Recyclable Materials and/or Commingled Organics and/or Commercial Food Scraps Collection service, in accordance with this Section, SB 1383,

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

and Authority Ordinance 21-1, if the Customer can demonstrate that one (1) of the following de minimis conditions apply:

a. The Commercial Customer's total Franchised Materials Collection service is two (2) cubic yards or more per week, and Commingled Organics subject to Collection in a Recyclable Materials Container or Commingled Organics Container comprises less than twenty (20) gallons per week, per applicable Container, of the Commercial business' total waste.

b. The Commercial Customer's total Franchised Materials Collection service is less than two (2) cubic yards per week, and Commingled Organics subject to Collection in a Recyclable Materials Container or Commingled Organics Container comprises less than ten (10) gallons per week, per applicable Container, of the Commercial business' total waste.

2. Physical Space Waivers. The Authority may grant a waiver to the requirement that a Customer subscribe to Recyclable Materials and/or Commingled Organics and/or Commercial Food Scraps Collection service, in accordance with this Section, SB 1383, and Authority Ordinance 21-1, if the Customer can demonstrate that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers.

B. **Contractor Waiver Request on Behalf of Customer.** Upon reasonable belief that a Customer may qualify for a waiver, the Contractor may submit a request to the Authority to grant a waiver to the Customer, provided that adequate evidence is included with the request. The Authority shall review and approve or deny the waiver request, in its sole discretion. The Contractor's request for consideration of a waiver shall include the Customer's name and address, type of Commercial business or number of Multi-Family Dwelling Units if Customer is a Multi-Family Premises, number of employees on site, reasons Customer may be eligible for the waiver, and evidence such as, but not limited to, Service Level data, photo documentation, weight records, and technical assistance assessment results.

C. **Contractor Review of Customer Waiver Requests.** Customers may submit requests for de minimis waivers or physical space waivers to the Contractor. The Contractor shall, within seven (7) Days, review the Customer's waiver application and send the application to the Authority, including the Contractor's recommendation on whether to approve or deny the application. The Authority ultimately retains the right to approve or deny any application in its sole discretion, regardless of the Contractor's recommendation. The Contractor shall report information regarding waivers reviewed on a monthly basis, in accordance with Exhibit D.

D. **Contractor Change in Customer Service Levels.** When the Authority grants a waiver to a Customer, the Authority shall notify the Contractor within seven (7) Days after such waiver approval. Such waiver approval notification shall include information on the Customer and any changes to the Service Level or Collection service requirements for the Customer. The Contractor shall have seven (7) Days to modify the Customer's Service Level and Billing statement, as needed. When the Authority denies a waiver request for a Customer, the Authority shall notify the Contractor within seven (7) Days after the waiver denial. Such waiver denial notification shall include information on the Customer and that the Contractor shall not make any changes to the Service Level or Collection service requirements for the Customer pertaining to the waiver request.

E. **Waiver Reverification.** It shall be the responsibility of the Contractor to verify that the Customer with de minimis waiver or physical space constraint waivers continue to meet the

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

waiver requirements set forth in this Section. The Contractor shall conduct such reverifications of waivers through inspection of each Customer's Premises and review of applicable records at least once every five (5) years for de minimis waiver and physical space constraint waivers. Pursuant to Exhibit D, the Contractor shall maintain a record of each waiver verification and provide a monthly report to the Authority documenting the waiver reverifications performed and recommendations to the Authority on waivers that the Contractor concludes are no longer warranted. The Authority shall make a final determination of the waiver eligibility of Customers.

F. **Contractor Record Keeping of Customer Granted Waivers.** Upon the Contractors' request, no more than four (4) times per year, the Authority shall provide the Contractor an updated listing of waivers approved by the Authority, including the Customer's name(s), mailing address, service address, and type of waiver. The Contractor shall maintain waiver-related records and report on waiver verifications pursuant to Exhibit D.

7.7 Customer Service Program

A. **Program Requirements.**

1. Availability of Representatives. The Contractor shall establish and maintain an office within the Service Area (or within close proximity to the Service Area, subject to approval of the Authority Executive Director) through which the Contractor's representatives may be contacted, unless otherwise approved by the Authority. The Contractor shall hire and maintain a staff of at least five (5) dedicated Customer service representatives and one (1) Customer service manager, who are knowledgeable of the Service Area, services, and Rates, and have a sufficient level of authority to authorize Service Level changes, communicate with Route drivers, accept payments from Subscribers, and resolve complaints. The dedicated Customer service representatives and manager shall either be onsite or remote and available from 7 a.m. to 6 p.m., Monday through Friday, to communicate with the public via email and by telephone. The dedicated Customer service representatives and manager may work remotely if they reside within the Service Area or within seventy-five (75) miles of the Service Area boundary.

   The Contractor shall maintain a local or toll-free telephone number, which it shall publicize. The ownership of the local and/or toll-free phone numbers will be transferred to the Authority, or to another entity designated by the Authority, at the expiration or early termination of this Agreement. The Contractor shall also maintain an after-hours telephone number allowing twenty-four (24) hour per Day access to the Contractor's management by the Authority in the event of an emergency involving the Contractor's equipment or services, such as, without limitation, fires, blocked access, or property damage.

2. Telephone Service. The Contractor shall maintain a telephone system in operation from 7 a.m. to 6 p.m. Monday through Friday and shall have sufficient equipment in place and staff available to handle the volume of calls experienced on the busiest Working Days. The Contractor's telephone equipment shall be capable of recording the responsiveness to calls and offering callers the opportunity to bypass the Contractor's queue system by leaving a message or requesting a call back. Calls are to be answered within three (3) minutes, beginning once the Customer makes their final phone tree menu selection and is routed into the live Customer Service Center call queue. Calls are not considered answered if the Subscriber does not speak with a live operator. An answering machine or voicemail service, which allows for call-back

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

services, shall record Customer calls and voice messages between 6 p.m. and 7 a.m. in the order in which they were received. Contractor staff shall respond to inquiries in the order in which they are received. The Contractor's telephone system and staff shall be able to make quick and simple transfers of calls to the Authority office.

3. Website. The Contractor shall develop and maintain an Authority-specific website (or webpage) with a simple and short URL that will allow the Authority's Customers and Subscribers to pay Bills, request services, and submit service inquiries and complaints. The Authority may direct the Contractor to make changes to the website to enhance the website's accessibility, navigation, or visual appeal. The Contractor shall make such requested changes to the Contractor's website within fourteen (14) Days, unless a longer amount of time is requested by the Contractor and approved by the Authority.

   The website or webpage shall be accessible by the public. In addition, the Contractor's website shall provide the public with the ability to email the Contractor pictures and/or videos, questions, service requests, or complaints and schedule on-call extra pickups. The primary purpose of the Contractor's website shall be Billing and Customer service. Contactor's website shall provide a one-click link to the Authority website (www.recyclesmart.org). The primary purpose of the Authority's website will be to provide detailed service information and public education. The Contractor shall report website engagement and traffic in accordance with Exhibit D.

4. Technology. The Contractor shall implement new and emerging technologies to enhance the Customer's experience. The Contractor shall provide an implementation schedule for emerging technology, including but not limited to: (i) a "track my truck" application (allows Customers to see if their Collection vehicle has been by their service location on Collection Day); (ii) Collection vehicle tablets with applications for Route sequencing; and, (iii) an enhanced online self-service portal. The Contractor shall implement such technologies prior to the Commencement Date. The Contractor shall include promotion of emerging technologies in its Annual Plan for education and outreach, pursuant to Section 7.1.

5. Training. All Persons involved in providing Customer service and/or Billing support to Subscribers shall be well educated on and knowledgeable of all aspects of the Authority's Collection services, Rates, and other relevant information. Training shall include riding along on Collection vehicles in the Authority Service Area in order for Persons to understand specific Service Area related issues. All Customer service representatives shall be fully trained in the use of Telecommunications Devices of the Deaf (TDD) services to communicate with hearing impaired Customers. The Contractor shall not use temporary staff for longer than one (1) month without providing them with the training necessary to address the full range of Customer service issues. The Executive Director may participate in Customer service representatives' training upon request. Upon such request, the Contractor shall provide the Executive Director with fourteen (14) Days' notice prior to the next training to allow the Executive Director to attend either in person or virtually, if available.

B. **Service Requests, Compliments, Complaints.** The Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer service requests and complaints. The Contractor shall record in a separate log, approved as to form by the Authority, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. The Contractor shall retain this complaint log for the Term of this Agreement. The Contractor

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

shall compile and submit a summary statistical table of the complaint log with the monthly report, pursuant to Exhibit D.

The Contractor shall respond to all complaints received within twenty-four (24) hours, weekends and Holidays excluded. The Executive Director shall make the final determination in the event of unresolved disputes between Customer or Subscriber and the Contractor. The Authority, and/or its representative(s), reserves the right to put in a service request, complaint, or question to Customer service to assess performance, at any frequency and time, at the discretion of the Authority. The Authority will follow up with the Contractor supervisor to notify that a performance assessment call took place and any resulting work order(s) can be cancelled.

The Contractor shall record and respond to all complaints as communicated by the Customer, utilizing a "Customer is always right" approach, shall not challenge or dispute the Customer's assertions or complaints, and shall at all times prioritize Customer satisfaction**.** When handling Customer complaints related to missed or incomplete Collections, the Contractor shall not question or contest the Customer's claim that the Collection was missed or incomplete, even in cases where the Route driver recorded the Container(s) in question as already "Collected" or "not out" in the Contractor's Customer database system.

Contractor deviations from the "Customer is always right" approach may be granted on a Customer-by-Customer basis, based on demonstrated individual Customer abuse of policy wherein the Contractor is able to provide evidence to the Executive Director of a history of policy abuse by that Customer.

The Contractor shall respond to all complaints received in accordance with the requirements of this Section. Complaints related to missed Collections shall be addressed in accordance with Subsection 7.2.J. Complaints related to repair or replacement of Carts or Bins shall be addressed in accordance with Subsection 8.12.6.

1. Non-Collection Noticing and Courtesy Collection Noticing.

    a. **Prompt Communication.** In the event that the Contractor encounters circumstances at a Customer's Premises that prevents the Contractor from Collecting Franchised Materials that have been placed for Collection, the Contractor shall promptly and proactively notify the Customer regarding the reason for non-Collection. Proactive communication may include: i) a paper non-Collection notice (in a format approved the advance by the Authority) left by the Contractor at the Customer's Premises at the time of non-Collection; or, ii) the Contractor contacting the Customer on the Day of the non-Collection via phone call, text message, email, cell phone app, or another form of communication approved in advance by the Authority. Proactive communication does not include situations in which the Contractor does not Collect Franchised Materials and then waits for the Customer to contact the Contractor regarding the non-Collection. If the Contractor intentionally refuses to Collect Franchised Materials, but does not proactively notify the Customer as described above, it shall be considered a Missed Container and provisions of Subsection 7.2.J shall apply.

    b. **Blocked Containers**. For Commercial and Multi-Family Customers, if the Contractor is unable to service a Container because it is not pushed out (further than the twenty-five (25) feet free push if Customer is not paying for the push) or is otherwise inaccessible (blocked by a parked vehicle, behind a locked gate, etc.), the Contractor shall promptly and proactively notify the Customer to

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

correct the set out. The Contractor shall use best efforts to return to the Premises later that same Day to attempt to complete Collection on the scheduled Collection Day, at no additional charge.

c. **Proper Set Out and Service Location**. In the event that the Contractor encounters circumstances at a Customer's Premises that allow for safe Collection of Franchised Materials, but that do not otherwise reflect proper set-out procedures (including, but not limited to, over-full Containers, spills not caused by the Contractor, Carts placed too close together, Carts placed in front of one another, Carts placed too close to parked cars), the Contractor shall Collect the material and leave a courtesy notice at the Customer's Premises clearly explaining how the Customer failed to comply with proper set-out procedures.

The Contractor may educate the public on proper set-out procedures designed to maximize the efficiency of Collection (e.g., Carts spaced three (3) feet apart). However, the Contractor acknowledges that such procedures are not practical in all circumstances and failure of the Customer to follow such procedures does not constitute a reason for non-Collection if the Franchised Materials may be safely and reasonably serviced. The Contractor's Route drivers shall dismount their Collection vehicles and reposition Containers as necessary to provide Collection service. The Contractor may not require a Customer to set out the Customer's Containers in such a manner that would block vehicle access to Customer's driveway or garage. The Contractor and Customers may mutually agree to uncommon service locations, if necessary, for Collection in specific areas. The Executive Director may settle any disputes between the Contractor and Customer regarding Container service locations.

d. **Single-Family Contaminated Containers.** The Contractor shall perform at least three (3) Courtesy Collections per Rate Year per Single-Family Customer and leave an approved courtesy notice notifying the Customer on how to properly separate their materials. For the purposes of this Section, one (1) courtesy Collection is defined as Collection of any number of Contaminated Containers per Collection Day, regardless of material type. For example, if a Single-Family Customer has two (2) Recyclable Materials Carts and one (1) Commingled Organics Cart and all three (3) are found to be Contaminated, picking up all three (3) Carts is considered one (1) courtesy Collection occurrence.

A courtesy Collection of Contaminated Recyclable Materials or Commingled Organics may be made with a Solid Waste Collection vehicle, provided that the Contaminants may safely and lawfully be Collected as Solid Waste.

After providing the required courtesy Collection and noticing, on the fourth(4^{th}) or more instance of Contamination per Customer per Rate Year, the Contractor may refuse to Collect the Contaminated Container(s) and leave an approved Non-Collection Notice.

e. **Multi-Family and Commercial Contaminated Containers.** The Contractor shall perform at least three (3) courtesy Collections per Rate Year per Multi-Family or Commercial Customer for Contaminated Recyclable Materials, Contaminated Commingled Organics, or Contaminated Commercial Food Scraps, and shall leave an approved courtesy notice notifying the Customer on how to properly separate their materials. For the purposes of this Section, one (1) courtesy

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Collection is defined as Collection of any number of Contaminated Containers per Collection occurrence. For example, if a Commercial Customer has two (2) Recyclable Materials Bins and one (1) Commingled Organics Bin and all three (3) are found to be Contaminated, picking up all three (3) Bins is considered one (1) courtesy Collection occurrence.

For any Customer, a courtesy Collection of Contaminated Recyclable Materials, Commingled Organics, or Commercial Food Scraps may be made with a Solid Waste Collection vehicle, provided that the Contaminants may safely and lawfully be Collected as Solid Waste.

After providing the required courtesy Collection and noticing, on the fourth (4^{th}) or more instance of Contamination per Customer per Rate Year, the Contractor may provide the Authority with documentation of the courtesy Collection notices, photographic evidence of the fourth (4^{th}) or more instance of Contamination, and other relevant Customer information so that the Authority may pursue enforcement action for the Contaminated Containers. The Authority may direct the Contractor to provide additional education, outreach, and technical assistance to the Customer, as described in Section 7.1.

f. **Overages.** The Contractor shall Collect Solid Waste Overages if it is safe to do so and may charge the Subscriber a Rate not to exceed the Maximum Rate for such service. The Maximum Rate for Collection of Solid Waste Overages for Cart service shall be per 32-gallon bag or equivalent. The Maximum Rate for Collection of Solid Waste Overages for Bin and Roll-Off services will be per cubic yard. The charge to Collect a Solid Waste Overage that is protruding from a Container shall only be for the portion of the Solid Waste that is protruding above the lip of the Container. To charge a Subscriber for Collection of a Solid Waste Overage, the Contractor shall make available, upon request, documentation of the Overage, including photographic evidence, the date and time of Collection, and the service address. The Contractor shall Collect Solid Waste Overages and may charge for this service without prior request or approval from the Subscriber. The Executive Director may settle any disputes between the Contractor and the Subscriber regarding Overages charges.

The Contractor may Collect, at its discretion, Recyclable Materials Overages, Commingled Organics Overages, or Commercial Food Scraps Overages that are safe to Collect. The Contractor shall not charge the Subscriber for Collection of Recyclable Materials Overages, Commingled Organics Overages, or Commercial Food Scraps Overages at any time, unless otherwise directed and approved by the Authority.

The Contractor is not required to Collect Overages, of any material type, if the Overage is: (i) not safe to Collect; (ii) contains Unpermitted and/or Excluded Waste; (iii) is in a Container filled past the "water line," and will likely spill contents onto the ground if Collected; and, (iv) is in a Container that is overweight and may break if lifted.

The Contractor shall leave a courtesy Collection notice or non-Collection notice, as applicable, on the Container closest to the Overage. The Contractor shall retain photographic evidence of any non-Collected Overages.

The Contractor shall contact Customers with repeated Overages to reduce future Overages through public education and outreach on proper set out

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

procedures or through a Contractor-directed change in Service Level. The Executive Director may settle any disputes between the Contractor and the Subscriber regarding change in Service Level.

By way of example, and not limitation, the Authority and the Contractor agree to the manner in which the following common occurrences for Single-Family Collection services will be addressed with regard to non-Collection:

Collect	Do Not Collect
• Cart placement o Too close to another Cart o In front of/behind another Cart o Too close to a car, mailbox o Under tree, basketball hoop, or overhang o Wheels not against Curb o Cart on top of Curb instead of in the street o Cart facing the wrong way o Lid open • Container filled past "water line," but safe to Collect, not likely to spill • Container filled past "water line," and is Solid Waste Container • Bagged Solid Waste set out next to a Solid Waste Container (Contractor may charge the allowed extra bag fee)	• Not safe to Collect • Contains Unpermitted Waste and/or Excluded Waste • Fourth (4th) or more instance of Contamination in a Rate Year • Container filled past "water line," and will likely spill material onto the ground if Collected • Container is overweight and may break if lifted • Commingled Organics or Recyclables Materials (including cardboard) not set out in an approved Container or as required for on-call extra pickup, as described in Exhibit B

For the occurrences listed in the "Do Not Collect" column, the Contractor shall provide proactive notification of the non-Collection, as described above. For occurrences in the "Collect" column, the Contractor may leave an approved courtesy Collection notice (in a format approved in advance by the Authority) or otherwise contact the Customer to educate them on setting out their materials properly in the future. For some occurrences in the "Collect" column, the driver may need to dismount the vehicle and reposition the Cart to avoid damaging nearby property (e.g., car, mailbox, etc.).

For occurrences in the "Do Not Collect" column noted above, the Contractor may charge a "go-back charge" to return and Collect corrected non-Collected Containers prior to the Customer's next scheduled Collection Day, upon Customer request. The Authority may establish a higher "go-back charge" for the Contractor to return and Collect non-Collected Contaminated Recyclable Materials, Commingled Organics, or Commercial Food Scraps Containers as Solid Waste. The Contractor shall not charge a Customer a "go-back charge" without that Customer's prior approval. The Contractor shall charge a "go-back charge" at a Rate not to exceed the Maximum Rate for such

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

service. A "go-back charge" may be assessed on Single-Family, Multi-Family, and Commercial Customers.

2. Courtesy Collections for Admitted Late Set Outs. In the event that a Customer: (i) reports that their Container(s) were placed for Collection after the Contractor's Collection vehicle had already passed the Premises for regularly scheduled Collection; (ii) does not claim that the Contractor missed the Collection; and (iii) requests that the Contractor return and Collect their Containers, the Contractor shall return to the Customer Premises and provide a courtesy Collection at no charge to the Customer. The Contractor is not required to provide more than three (3) courtesy Collections for admitted late setouts per Customer per calendar year. For Single-Family Customers, one (1) courtesy Collection represents Collection of up to three (3) Carts (Recyclable Materials, Commingled Organic Materials, Solid Waste) per incident. The Contractor shall complete the courtesy Collection by the end of the following Working Day. The Contractor shall not be required to pay Missed Container credits for courtesy Collections not completed on the scheduled Collection Day. The provisions of this Section shall apply only if the Customer acknowledges, and the Contractor documents in writing, that the event did not constitute a missed or incomplete Collection event by the Contractor.

3. Reporting. The Contractor shall report all courtesy and non-Collection notices distributed, pursuant to this Section, in accordance with Exhibit D, Section 5.

7.8 Web-Based Technical Assistance and Compliance Tracking Software

In addition to the Contractor's Customer management database system and obligations described in Section 7.7, the Contractor shall be required to maintain and update a web-based technical assistance and compliance tracking software system selected, controlled, and provided by the Authority. The Authority will purchase, lease, or subscribe to the software. The Contractor will be required to update the web-based software system with Customer data that will be used by the Contractor and the Authority to track engagement with Customers, subject to various regulatory requirements. and that allows the Authority to demonstrate the Authority's and the Customers' compliance with SB 1383, AB 1826, AB 341 and subsequent related regulations. The Contractor will be able to upload Service Level information and input data obtained through site visits into to the web-software. At least six (6) months prior to the Commencement Date, the Authority and the Contractor shall meet and discuss the data that the Contractor will be required to maintain and keep current in the system, the Contractor's obligations and frequency for Customer data uploads, the respective roles and responsibilities of each Party regarding database access and privileges, and the timeline for the Contractor to complete the initial upload of Customer data and perform quality control analysis. The web-based software program may include, but is not limited to: Service Level information, Customer Rates, technical assistance site visits, proper Source Separation by Customers, and other relevant information as reasonably directed by the Authority to ensure the Authority and the Contractor are meeting regulatory compliance obligations under this Agreement and in accordance with Applicable Law.

7.9 Annual Compost Product Giveaways

The Contractor shall host and provide staff for two (2) Compost Product giveaway events per Rate Year for residents within the Service Area at no additional cost to the Authority. The Contractor and the Authority shall determine the dates and locations of the Compost Product giveaway events as part of the public education and outreach Annual Plan described in Section 7.1. The Contractor shall utilize Compost Product provided and delivered by the Organics Contractor at the location(s) designated by the Authority or Member Agencies for such Compost Product giveaway events. The amount of Compost Product at each

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Compost Product giveaway event shall be up to eighty (80) cubic yards per event. Each event shall be staffed with up to eight (8) Subcontracted staff and two (2) Contractor staff. The Subcontractor's staff shall help with shoveling and/or lifting the Compost Product for residents, as needed, into resident-provided rigid containers.

7.10 Shredding Events

The Contractor shall host and provide staff for two (2) shredding events per Rate Year for residents within the Service Area at no additional cost to the Authority. The shredding events shall be held at two (2) different locations determined by the Authority within the Service Area. The Contractor shall coordinate the shredding events with a third party shredding service provider(s). The third party shredding service provider(s) shall guarantee the protection of each Service Area resident's identity and personal information and handle the Service Area residents' sensitive paper documents with discretion.

Each shredding event shall begin at 9:00 a.m. and conclude at 12:00 p.m., unless otherwise agreed to by the Parties, subject to space constraints within the third party shredding service provider's(s') truck(s) and/or container(s). On a first-come, first-serve basis, Service Area residents shall be able to drive up to the respective shredding event location and unload their sensitive documents.

7.11 Customer Incentive Program

Upon direction from the Executive Director, the Contractor shall initiate an annual Residential Customer incentive program. During the Contractor's annual Route Audits, as defined in Section 7.1 and described in 14 CCR Section 18984.5, or as otherwise proposed by the Contractor and agreed to by the Authority, the Contractor and the Authority shall select one (1) Single-Family Customer from each Member Agency's Service Area that has the least amount of Contamination within their Solid Waste, Recyclable Materials, and Commingled Organics Containers collectively during visual Container inspections. Upon the Authority's approval, the Contractor shall inform one (1) final selected Residential Customer that they had the least amount of Contamination during the Route Audit and recognize their achievement through the Contractor's provision of free Solid Waste Collection services for the one (1) selected Single-Family Customer for one (1) year starting from the date they are selected by the Contractor. The Contractor shall also coordinate with the Authority to recognize each of the six (6) selected Customers during an Authority Board's meeting. The Contractor and the Authority shall meet and confer after the first group of selected Customers are determined to discuss the implementation of the incentive program and any shortcomings or changes needed for the program to continue. Such changes shall be documented in the next Rate Year's public education and outreach Annual Plan, as described in Section 7.1.

ARTICLE 8
STANDARD OF PERFORMANCE

8.1 General

The Contractor shall, at all times, comply with: (i) all laws and regulations; and, (ii) provide services in a manner that is safe to the public, the Contractor's employees, the Designated Facilities' employees, and employees of any subsequent downstream facilities managing any of the Authority's Franchised Material. Except to the extent that a higher performance standard is specified in this Agreement, the Contractor shall perform services in accordance with Solid Waste, Recyclable Materials, and Organic Materials management practices common to Northern California.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

8.2 Collection Standards

A. **Servicing Containers.** The Contractor shall pick up and return each Container to the location where the Customer properly placed the Container for Collection. The Contractor shall place the Containers upright with lids properly secured. The Contractor's service shall include, at no additional charge to the Subscriber: (i) unlocking and locking Containers; (ii) accessing Container enclosures with a key; and, (iii) opening and closing gates. The Contractor shall Collect Friday Missed Containers on Saturdays.

The Contractor, at the request of Subscribers, may provide Special Services, for which the Authority has adopted a Maximum Rate, including, but not limited to: (i) on-call extra pickups of Franchised Materials, in addition to the regularly scheduled Collection services and in addition to the allowable number of on-call extra pickups Customers are eligible to receive pursuant to Exhibit B; (ii) pulling or pushing Containers to the Collection vehicle; (iii) washing Containers; (iv) Bin locks; and, (v) other services.

B. **Litter and Spill Abatement.** The Contractor shall use due care to prevent spills or leaks of material placed for Collection, including used motor oil, cooking oil, fuel, and fluids, while providing services under this Agreement. If any materials are spilled or leaked during Collection and Transportation, the Contractor shall clean up all spills or leaks before leaving the site of the spill. Each Collection vehicle shall carry a spill kit at all times, which shall include, at a minimum, absorbent, a broom, and a shovel.

The Contractor shall not transfer Loads from one (1) vehicle to another on any public street, unless it is necessary to do so because of a mechanical failure, hot Load (combustion of material in the truck), or accidental damage to a vehicle.

The Contractor shall cover all open Drop Boxes at the pickup location before Transporting materials to the Designated Facilities.

C. **Cleanup**. During Collection and Transportation, the Contractor shall clean up Litter in the immediate vicinity of any Container storage area (including the areas where Collection Bins and Drop Boxes are delivered for Collection) whether or not the Contractor has caused the Litter. The Contractor shall discuss repeated instances of spillage, not caused by the Contractor, directly with the Generator responsible and the Contractor shall also report such instances to the Authority. The Authority shall attempt to rectify such situations with the Generator if the Contractor has already attempted to do so without success.

D. **Noise.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, and local noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet and at a height of five (5) feet from the Collection vehicle, or more stringent standards if applicable. The Authority may conduct random checks of noise emission levels to ensure such compliance.

E. **Routes.** On or before March 1, 2027, the Contractor shall provide the Authority with Route information, including maps of Single-Family Collection Routes in sufficient detail to allow for the Authority and Member Agencies to: (i) review and approve the Routes; and, (ii) plan Member Agency street sweeping Routes. Route maps shall be provided in a digital format agreed upon by the Authority. The Authority retains the right to request and receive from the Contractor copies of Route information and maps at any time during the Term of the Agreement. The Contractor shall not object to the Authority's use and disclosure of such information and maps to advance the Authority's mission and purposes; to the extent a third

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

party requests such records from the Authority pursuant to the California Public Records Act, Subsection 12.5.C is not waived and shall apply.

Pursuant to Exhibit G, the Contractor shall design Collection Routes to ensure that specific metrics, including, but not limited to, population density, distance to the Designated Facilities, and historical operating statistics, are taken into account in order to maximize Route safety and minimize wear and tear on Service Area streets. In planning its Collection Routes, the Contractor shall work to minimize the number of Customers that experience changes in the Day of the week that their Collection services were provided by the Authority's prior Collection contractor. With its submittal of Route maps, the Contractor shall identify: (i) the number of Customers that will experience a change in Collection Days; and, (ii) a list of each Customer's name and address.

During the Term of the Agreement, the Contractor shall meet and confer with the Authority to amend the Route schedule. The Contractor shall not modify scheduled Collection Routes or scheduled Collection Days without prior written notification to and approval of the Authority. The Contractor shall not reduce the total number of agreed-upon Routes without prior written approval of the Authority. If the Contractor requests a reduction in Routes during a Rate year with an index-based adjustment, the Authority reserves the right to view the reduction as a change in scope, in which case the provisions of Section 2.4 shall apply and the Parties shall share equally in all realized cost savings until such time that a cost-based adjustment becomes effective.

For the purposes of Single-Family on-call extra pickups, as described in Exhibit B-1, Section G, the Contractor has assumed the average number of on-call extra pickups is seventy-five (75) per week and has created Routes accordingly. The Contractor shall notify the Authority when the average number of extra pickups exceeds seventy-five (75) for four consecutive weeks or six (6) weeks during any four (4) month period. When this threshold is exceeded, the Parties shall meet and confer to agree on a strategy for handling the volume of extra pickups, which may include the Authority: (i) approving additional Routing and labor to expand the daily average; (ii) extending the scheduled timeline for each Working Day; or, (iii) revising the program in some other way as an Authority-directed change in scope, subject to the requirements of Section 2.4. In the event that the Authority does not authorize sufficient additional resources to meet Customer demand, the Contractor may extend the five (5) Business Day response timeline, as set forth in Exhibit B-1, Section G.2, to the next available appointment. In the event that the Authority does authorize additional resources and those resources will not be immediately available, the Contractor may extend the five (5) Business Day response timeline to the next available appointment for no more than thirty (30) Days while hiring and equipment acquisition activities are conducted.

The Contractor shall be expressly prohibited from Collecting or otherwise mixing materials generated in the Service Area in Collection vehicles with from other materials generated outside the Service Area.

F. **Allocating Collected Tons to Member Agencies**. Within the Service Area, the Contractor shall be permitted to mix Source Separated Franchised Material with the same Source Separated Franchised Material from different Member Agencies during Collection, provided that the Contractor demonstrates, to the satisfaction of the Executive Director, that the Contractor has an appropriate and accurate method of allocating, tracking, and attributing Tons of Franchised Materials Collected to each Member Agency served on the multi-Member Agency Route. Such allocations shall be: (i) updated at the Authority's approved frequency; (ii) reported to all Designated Facilities in a timely manner; and, (iii) reported in accordance with

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

the requirements in Exhibit D, unless otherwise agreed to in writing by the Authority in accordance with Exhibit Q.

8.3 Days and Hours of Collection

A. **Hours of Collection.** Unless otherwise authorized by the Authority, the Contractor's Days and hours for Collection operations shall be as follows:

1. Residential Premises. Collection from Single-Family Premises, shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. On Saturday, the Contractor shall Collect any Missed Containers from Friday's regularly scheduled Collection services.

2. Commercial Premises.

a. Collection shall occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday for the following: (i) Commercial Premises that are two hundred (200) feet or less from Single-Family Premises, and, (ii) areas zoned as "mixed use" for Residential and Commercial.

b. Collection from designated Commercial business areas identified in Exhibit B-5 and the community of Rossmoor shall occur between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday.

c. Collection from Commercial and Multi-Family Premises that are more than two hundred (200) feet from Single-Family Premises shall occur between the hours of 4:00 a.m. and 9:00 p.m., Monday through Saturday.

d. The Contractor is encouraged to schedule Collection from Commercial and Multi-Family Customers in close proximity to any Single-Family Customers after 7:00 a.m. by focusing early morning Collection service in Commercial areas that are away from Residential neighborhoods.

e. On Saturday, the Contractor shall Collect any Missed Containers from Friday's regularly scheduled Collection services.

B. **Reserved.**

C. **Holiday Collection Schedule.** The Contractor shall not provide Collection services on a Holiday. The Contractor shall provide Collection services on the Day following the Holiday, thereby adjusting subsequent work that week. However, Customer Collection service Days shall return to the normal schedule within one (1) week of the Holiday. In the event a Holiday falls on a Friday, Friday's regularly scheduled Collection services will occur on Saturday. The Contractor shall provide Customers, the Authority, and Member Agencies with written notice of Holiday-related changes to the Collection schedules at least two (2) weeks prior to the change. The Contractor shall also post notice of Holiday-related changes to the Collection schedules on its website.

8.4 Reserved

8.5 Identification and Response to Unpermitted Waste and Excluded Waste

A. **Inspection Program and Training**. The Contractor shall develop a Load inspection program for all the Contractor's drivers and staff at the Contractor's Approved Maintenance Yard that

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

includes the following components: (i) personnel and training; (ii) Load checking activities; (iii) management of materials; and, (iv) record keeping and emergency procedures.

The Contractor's Load checking personnel shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of Unpermitted Waste and Excluded Waste; and, (iii) emergency notification and response procedures.

B. **Response to Unpermitted Waste and/or Excluded Waste During Collection.** In the event that the Contractor's drivers or other Route personnel identify and/or encounter Unpermitted Waste and/or Excluded Waste during Collection, such personnel shall notify the Occupant, Generator, and/or Customer and follow the procedures outlined in Subsection 5.2.C.

C. **Response to Unpermitted Waste and/or Excluded Waste at the Approved Maintenance Yard.** In the event that Unpermitted Waste and/or Excluded Waste are identified at the Contractor's Approved Maintenance Yard, the Contractor shall remove these materials for storage in approved, onsite, Unpermitted Waste and/or Excluded Waste storage Container(s) and shall Transport and Recycle or Dispose of such Unpermitted and/or Excluded Waste in accordance with Applicable Law. If the Generator can be successfully identified, the cost of this effort and the cost of Disposal shall be chargeable to the appropriate Subscriber, in accordance with Subsection 5.2.C.

D. **Response to Unpermitted and/or Excluded Waste Identified at Designated Facility.** In the event that Load checkers and/or equipment operators at Designated Facility(ies) identify Unpermitted Waste and/or Excluded Waste in the Loads Delivered by the Contractor, in accordance with Section 5.2, such personnel shall remove these materials for storage in approved, on-site, Unpermitted Waste and/or Excluded Waste storage Container(s). In cases where the Designated Facility identifies the Contractor as the source of the Unpermitted Waste and/or Excluded Waste, the cost of removal and proper handling and Disposal shall be the Contractor's responsibility, and the Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the Generator. If the Generator can be successfully identified, the cost of this effort, as well as the cost of Disposal shall be chargeable to the associated Subscriber, in accordance with Subsection 5.2.C.

8.6 Permits

A. **Securing, Maintaining, and Modifying Permits.** The Contractor shall obtain and maintain, at the Contractor's sole cost, all Permits required under all laws and regulations to perform the services required by this Agreement. Within ten (10) Days after the Authority's request, the Contractor shall provide the Authority with copies of Permits for the Approved Facilities and Approved Alternate Facilities and shall demonstrate compliance with the terms and conditions of such Permits. In its monthly report or more frequently, as necessary, the Contractor shall inform the Authority of the Contractor's status in securing the issuance, revision, modification, extension, or renewal of Permits, including those at Contractor's or an Affiliate's Approved Facilities. The Contractor shall inform the Authority of the Contractor's intent to apply for any Permit authorized or required under Applicable Law regarding services performed under this Agreement at least fifteen (15) Days prior to such application. Within ten (10) Days of the Authority's request, the Contractor shall provide the Authority with copies of any applications or other correspondence that the Contractor submits in connection with securing Permits.

B. **Compliance with Permits**. The Contractor shall comply with all Permits and environmental documents, including any mitigation measures related to the operation and maintenance of

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

the Approved Facilities, at no additional cost to the Authority. The Contractor shall provide the Authority with all applicable documentation verifying compliance with Permit conditions at the same time such documentation is provided to the permitting authority. The Contractor is solely responsible for paying any fines or penalties imposed for noncompliance with, violation of, or failure to obtain Permits.

8.7 Reserved

8.8 Vehicle Turnaround Times at Designated Facilities

A. **General.** The Contractor acknowledges that the Authority's agreements with Designated Facilities include vehicle turnaround time guarantees. The Contractor shall direct Collection vehicle drivers to conduct themselves professionally at Designated Facilities to maintain timely and efficient Delivery of Franchised Materials.

B. **Guaranteed Collection Vehicle Turnaround Time.** The maximum vehicle turnaround time guarantee for each of the Designated Facilities is identified below. The Contractor acknowledges that the turnaround guarantee excludes instances where the Contractor's driver exits the vehicle for purposes other than operational necessities or instances where the vehicle turnaround was impacted by Uncontrollable Circumstances. The Contractor's drivers shall cooperate with the Designated Facility so that all Collection vehicles are processed, unloaded, and exited from the Designated Facility property within the maximum vehicle turnaround time.

1. The guaranteed turnaround time at the Designated Transfer Facility is twenty-five (25) minutes, excluding instances where a Contractor driver exits the vehicle for purposes other than operational necessities or instances where the vehicle turnaround was impacted by Uncontrollable Circumstances, and shall be measured as the elapsed time from the vehicle entering the Designated Transfer Facility property to the vehicle leaving the Designated Transfer Facility property.

2. The guaranteed turnaround time at the Designated Recyclable Materials Processing Facility is twenty-five (25) minutes, excluding instances where a Contractor driver exits the vehicle for purposes other than operational necessities or instances where the vehicle turnaround was impacted by Uncontrollable Circumstances, and shall be measured as the elapsed time from the vehicle entering the Designated Recyclable Materials Processing Facility property to the vehicle leaving the Designated Recyclable Materials Processing Facility property.

3. The guaranteed turnaround time at the Designated Commercial Food Scraps Pre-Processing Facility is twenty (20) minutes, excluding instances where a Contractor driver exits the vehicle for purposes other than operational necessities or instances where the vehicle turnaround was impacted by Uncontrollable Circumstances and shall be measured as the elapsed time from the vehicle receiving the weight ticket at the scale house of the Designated Pre-Processing Facility to the vehicle crossing the scales and leaving the Designated Pre-Processing Facility property .

C. **Supporting Documentation for Vehicle Delays.** The Contractor shall be required to provide written notice to the operator of the Designated Facility of any allegations that the Designated Facility has failed to meet the guaranteed vehicle turnaround time within three (3) Working Days after the allegation to provide operator of the Designated Facility with sufficient notice to timely investigate and preserve digital documentation related to the incident. Such notice by the Contractor shall include: (i) the date and time of the incident; (ii)

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

identification of the vehicle in question; (iii) a statement that indicates the Contractor did not otherwise materially contribute to the delay; and, (iv) any other information requested by the Authority or Designated Facility in order for the Designated Facility to appropriately evaluate the complaint and respond pursuant to this Subsection.

The Contractor acknowledges that the Authority and/or the Designated Facility may conduct onsite surveys to verify compliance with the guaranteed vehicle turnaround times for Collection vehicles. The Contractor acknowledges that the Authority may also use records provided by Designated to calculate actual vehicle turnaround times Facility for Collection vehicles. At the Contractor's or Designated Facility's option, the Contractor or operator of the Designated Facility may, at its own cost, implement and maintain a technology-based vehicle tracking system for recording the date and time of inbound and outbound Collection vehicles (e.g., a system that uses RFID vehicle tags and RFID readers). Such system shall not inconvenience the Designated Facility or the Authority nor delay Collection vehicles from arriving at and departing from the Designated Facility.

D. **Designated Facility Contractor Dispute of Complaints**. The Designated Facility may provide evidence disputing any complaint received from the Contractor regarding vehicle turnaround times, including, but not limited to, camera recordings of Collection vehicle(s), scale house records, or other documented timestamp of the Contractor arrival and departure times from the Designated Facility. The Designated Facility's evidence shall be presented no later than ten (10) Business Days after delivery of the Contractor's or the Authority's written notice of complaint(s) to the Designated Facility. The Authority shall review both the Contractor and Designated Facility evidence and provide written notice of the Authority's determination that the complaint was valid or invalid. If the Contractor fails to timely notice the operator of the Designated Facility, and the Contractor cannot otherwise substantiate the delay and provide evidence that the Contractor did not contribute to the delay to the satisfaction of the Authority, then the Contractor waives any claims resulting from the alleged delay.

8.9 Reserved

8.10 On-Road Vehicle Requirements

A. **General.** As of the Effective Date, the Contractor's list of Collection vehicles that shall provide services under this Agreement is in Exhibit M and the Authority has authorized the Contractor to purchase such Collection vehicles. Prior to the Commencement Date, if the Contractor desires to make revisions to the list of Collection vehicles or other vehicles necessary to provide the services under this Agreement, the Contractor shall submit a request to the Executive Director to modify Exhibit M. The Executive Director shall approve or deny such request at their sole discretion. To the extent the Contractor realizes any cost savings compared to the Collection vehicle costs in listed Exhibit E as a result of the modification of Exhibit M, the Contractor's Compensation shall be reduced by the amount of savings.

In the unlikely event the Contractor encounters challenges with fleet procurement prior to the Commencement Date, the Contractor may be permitted to utilize some of its existing fleet of vehicles purchased prior to the Effective Date of this Agreement, provided that the Contractor obtains express written approval by the Executive Director at their sole discretion.

B. **Maintenance and Operation.** The Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement in accordance with its terms. The Contractor shall have available sufficient spare vehicles, for

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

each type of vehicle used, to respond to scheduled and unscheduled maintenance, service requests, and emergencies.

During a cost-based Rate adjustment, the Authority shall only be required to continue to compensate the Contractor for depreciation costs and other vehicle-related costs associated with the spare ratio of Collection vehicles, identified and included in Exhibit G-2, if the Contractor can sufficiently provide evidence, to the satisfaction of the Executive Director, that the spare ratio of Collection vehicles at the Contractor's Approved Maintenance Yard (used in all jurisdictions served out of the Approved Maintenance Yard) is equal to or higher than the spare ratio of Collection vehicles in Exhibit G-2. Such spare ratio calculation shall be subject to Uncontrollable Circumstances and consider vehicles that were ordered and are not yet delivered to the Contractor. If the spare ratio of the Collection vehicles at the Contractor's Approved Maintenance Yard is lower than the spare ratio of Collection vehicles in Exhibit G-2, then the Authority's obligation to compensate the Contractor for depreciation and other vehicle-related costs for spare Collection vehicles shall be limited to the spare ratio at the Approved Maintenance Yard.

The spare ratio shall be calculated as the total number of Route vehicles (including spares) divided by the total number of Routes, minus one (vehicles / Routes – 1). In no case should the spare ratio for the Contractor's Approved Maintenance Yard fall below twenty percent (20%). The Contractor acknowledges that not all Collection vehicles can provide similar Collection services. Therefore, the Contractor shall maintain this spare ratio by Collection vehicle type for burro and automated side loader vehicle types in order to provide a sufficient number of Collection vehicles to perform the work required by this Agreement. A change in the Approved Maintenance Yard spare ratio as described above, or a reduction in Routes, per Subsection 8.2.E, may affect the total number of Collection vehicles used to provide services under this Agreement. The Authority is only required to continue to compensate the Contractor for depreciation and other vehicle-related costs for Collection vehicles associated with the current level of Collection services being provided, as determined by the spare ratio or then current number of Routes. The Contractor shall be responsible for reassignment, depreciation, and other vehicle-related costs and/or salvage value of Collection vehicles that are no longer being utilized for this Agreement.

All Collection vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow and shall be equipped with global positioning systems (GPS) and on-board computers (OBC) with Customer service information, navigation, sequenced routing, and Route software, pursuant to Exhibit G. The Contractor's fleet of Collection vehicles shall include smaller vehicles capable of servicing Hard-to-Serve Routes, as needed.

The Contractor shall utilize Recycled motor oil in its Collection vehicles to the extent practicable. The Contractor shall not place the Authority logo on its Collection vehicles, except through educational or promotional signage that has been approved by the Authority in writing prior to its use. The Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly, including functioning climate controls in the cab, to meet the emission requirements described above and to safely perform all services required in this Agreement. Collection vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly, including functioning climate controls in the cab during warm weather conditions. The Contractor shall repair, or arrange for the repair of, all of its Collection vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause, so as to maintain all equipment in a safe and operable condition. Collection vehicles used to perform services under this Agreement shall not exceed fifteen (15) years of age; unless otherwise allowed by the Executive Director on

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

a case-by-case basis, which allowance shall not be unreasonably withheld. The Executive Director may inspect any of the Contractor's vehicles at any reasonable time, and within three (3) Days after such a request, to determine compliance with this Section.

In the event that the duty cycle of any of the Contractor's Collection vehicles is found to be insufficient for the Contractor to perform its obligations under this Agreement, such as excessive vehicle downtime due to maintenance, and the Contractor fails to operate a replacement Collection vehicle during such time period, the Authority may direct the addition of equipment to the Contractor's fleet, at the Contractor's sole cost.

All Collection vehicles shall be capable of unloading at the Designated Facility(ies) by equipment that is compatible with unloading equipment and procedures at the Designated Facility(ies).

The Contractor's fleet shall initially include all vehicles listed in Exhibit M and shall be managed in accordance with the Contractor's fleet replacement plan that will be developed by the Contractor and approved by the Executive Director prior to the Commencement Date and included in Exhibit M, or as otherwise approved or designed by the Executive Director. Changes, substitutes, or additions of vehicles by service type from those specified in the Contractor's vehicle inventory herein shall be subject to approval from the Executive Director, at their sole discretion.

Prior to ordering or acquiring any new or substituted Collection vehicle for the purposes of providing services under this Agreement after the Commencement Date, the Contractor shall submit a written request to the Executive Director with information including, but not limited to: i) a description of the reason for the request; ii) all vehicle inventory information required under Subsection 8.10.C for the proposed vehicle; iii) vehicle cost, iv) description of how the proposed vehicle purchase aligns or deviates from the Contractor's vehicle purchase plan set forth in Exhibit M; and, v) the proposed dates when the vehicle will be acquired and deployed for service. Upon request, the Contractor shall provide any additional information deemed reasonably necessary by the Executive Director, in their sole discretion, to evaluate the vehicle purchase request for compliance with this Agreement and Applicable Law and regulations.

C. **Inventory.** On or before the Commencement Date, the Contractor shall furnish the Authority with a written (electronic) inventory of all vehicles, including Collection vehicles, and shall update the inventory report at least annually thereafter, in accordance with Exhibit D. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, model name, model year, vehicle mileage, fuel type, capacity, anticipated replacement date, and decibel rating. Any proposed changes to the Contractor's vehicle fleet must be approved by the Executive Director, pursuant to Subsection 8.10.B. The Contractor shall furnish the Authority with a proposed vehicle inventory list as part of its vehicle purchase request required under Subsection 8.10.D. Upon the Executive Director's approval of vehicle purchase(s), the Contractor shall provide the Authority with a final revised vehicle inventory list within thirty (30) Days after delivery of any new inventory. The Contractor shall provide purchase orders or invoices for any vehicles purchased to provide services under this Agreement during any given calendar year.

The Parties acknowledge that spares at the Approved Maintenance Yard may be used to cover the Contractor's other agreements and/or other agreements' vehicles may be used to cover obligations under this Agreement. The vehicle inventory shall note whether any

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

vehicles, including spares, are regularly being used or have been used to provide services to the Contractor's agreements outside of the Authority's Service Area.

D. **Regulations.** The Parties acknowledge that the Contractors' requirement to comply with the Advanced Clean Fleets Regulation and emissions standards specified in this Section 8.10.D will not be met as of the Effective Date due to Air Resources inability to enforce the Advance Clean Fleet Regulation as of the Effective Date. Upon any material change to the enforcement of the Advanced Clean Fleets Regulation and emissions standards at the State or Federal level, the Parties may meet and confer, as needed, during the Term of the Agreement. After meeting and conferring, the Contractor shall develop and propose to the Authority a Zero Emission Vehicle ("ZEV") plan. The Authority shall review such plan and request changes as it relates to reliability of selected ZEVs, fueling and charging infrastructure capacity, ancillary and support technology, and cost of the proposal. The final plan shall be included as part of Exhibit M.

All Collection vehicles shall comply at all times with Applicable Law, including but not limited to California Air Resources Board (CARB) Truck and Bus Regulation (13 CCR 2025) and Advanced Clean Trucks Regulation (13 CCR 1963-1963.5 and 2012-2012.2), including any modifications, administrative or legal determinations, and amendments thereto. The Parties acknowledge the requirements of the Advanced Clean Fleets Regulation adopted by the California Air Resources Board in 2023 and the Contractor acknowledges that vehicles with a gross vehicle weight rating greater than 8,500 pounds and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets Regulations. The Contractor's Collection vehicles may therefore be subject to requirements to reduce emissions of air pollutants. All Collection vehicles shall meet On-Road Heavy Duty Vehicle emissions requirements for model year 2024, or the appropriate emission requirements for the model year of the vehicle purchased, if newer, and comply with all Federal, State, and local laws and regulations. The Contractor is aware that the Advanced Clean Fleets Regulation is a current State law and, based on the Contractor's compliance with the Advanced Clean Fleets Regulation, as it may be amended throughout the Term, the Contractor shall be eligible to request a Special Rate Adjustment under Subsection 10.4.A.6. The Contractor's obligation to transition to a zero-emission fleet and all costs associated therewithin shall not burden the Authority disproportionately to other jurisdictions or agencies serviced by the Contractor or its Affiliates, and if the Contractor expands its fleet as a result of new, expanded, or extended service contractors or an expansion into new market areas, the Authority shall benefit proportionately from that expansion of services and impacts on the Contractor's fleet.

The Contractor shall implement the Advanced Clean Fleets Regulation in accordance with its ZEV plan included in Exhibit M, unless otherwise directed by the Executive Director. The ZEV plan shall articulate the schedule and strategic considerations for how the Contractor will cost-effectively accomplish fleet transition in the Contractor's market area that services the Authority, and a forecast for each Rate Year in this Agreement of the Contractor's proposed change in maintenance, fuel, depreciation, and interest expense on the Contractor's operations covered by the fleet. The financial forecast shall also illustrate the allocation of costs to various jurisdictions and/or Customers on a proportional basis to the number of vehicles. The Contractor shall include in the ZEV plan, or in subsequent notices to the Authority, the list of specific vehicles to be purchased in accordance with 8.10.B, and any grants, subsidies, or tax incentives that impact the financial forecast and allocation of costs. The ZEV plan shall be subject to review, due diligence, reasonable requests for changes, and approval by the Authority's Executive Director that shall not be unreasonably withheld. Once

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

approved, the plan shall form the basis for the Contractor's ZEV plan and shall be incorporated into this Section of the Agreement by reference.

The identification of Collection Vehicles to be purchased under the Contractor's ZEV plan included in Exhibit M shall in no way constitute approval from the Executive Director to purchase such vehicles, and the Contractor shall be responsible for obtaining written approval for any new Collection Vehicle purchased, in accordance with Subsection 8.10.B. This mandatory written approval shall apply to Collection vehicles owned and/or leased by the Contractor and used within the Service Area and/or in the performance of this Agreement.

E. **Parking and Maintenance of Collection Vehicles.** The Contractor shall park Collection vehicles at the Approved Maintenance Yard in the area(s) designated for this purpose and as described in the Contractor's operations plan component of the Contractor's Proposal, attached as Exhibit G. The Contractor shall use due care to prevent, and park Collection vehicles in an area that prevents, liquids resulting from the materials in the Collection vehicles or liquids that have come into contact with the materials in the Collection vehicles from entering the stormwater system.

F. **Segregation of Materials for Transportation.** The Contractor shall maintain the segregation of Recyclable Materials, Organic Materials, Solid Waste, C&D, and disaster debris that have been Delivered to the Designated Transfer Facility from one another and from other materials, and shall separately Transport such materials to the Designated Facility(ies) in accordance with this Agreement.

G. **Labels and Signage**. The Contractor's name and local telephone number shall be displayed on all vehicles in at least four- (4-) inch characters. Vehicles shall be equipped with signboard holders or other hardware to allow public education signage of no less than thirty-six (36) by ninety-four (94) inches to be displayed on both sides of the vehicle. Smaller signboard holders for smaller vehicles may be approved in advance by the Executive Director.

H. **Vehicle Inspection Requirements**. The Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operating properly. The Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. The Authority's staff may inspect vehicles at any reasonable time, and within three (3) Days after such a request, to determine compliance with sanitation requirements.

I. **Vehicles by Type.** Pursuant to Exhibit M the Contractor shall use the following Collection vehicle types by Subscriber type as described herein:

1. Automated Side Loaders
2. Front Loaders
3. Mini-Side Loaders (Burro trucks)
4. Mini- Rear Loaders (Burro trucks)
5. Rear Loaders
6. Roll-Off
7. Flatbed (Container delivery)

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

8.11 Personnel

A. **General.** The Contractor shall furnish such qualified personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. The Contractor shall designate at least one (1) qualified employee who is principally responsible for operations under this Agreement. As of the Effective Date, this position is referred to as the "General Manager."

The Contractor shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. The Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation or gratuity from members of the public.

B. **Driver Qualifications.** All drivers must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. The Contractor shall, at a minimum, use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

C. **Safety Training.** The Contractor shall provide suitable operational and safety training for all its employees who operate Collection vehicles or equipment and shall provide a Safety Plan prior to the Commencement Date for the Authority's review and approval. The Contractor shall train its employees involved in Collection to identify, and not to Collect, Unpermitted Waste or Excluded Waste. The Safety Plan shall be developed by the Contractor as provided in this Section, and once approved by the Authority, shall be incorporated into this Agreement as part of Exhibit I-1. Upon the Authority's request, the Contractor shall provide the Authority with a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

D. **Provision of Field Supervision.** The Contractor shall designate six (6) qualified employees as supervisors of field operations. Each field supervisor shall devote at least seventy percent (70%) of their time in the field checking on Collection operations, including responding to complaints.

E. **Driver Availability.** The Contractor shall maintain a sufficient number of pool drivers throughout the Term of the Agreement to efficiently perform the work required by this Agreement in accordance with its terms. Pool drivers shall meet the driver's requirements as described in this Section. The Authority shall only compensate the Contractor for the number of pool drivers included in the initial cost proposal in Exhibit G-2. During a cost-based adjustment, the Authority shall only be required to continue to compensate the Contractor for the number of pool drivers associated with the pool driver ratio, identified and included in Exhibit G-2, if the Contractor can sufficiently evidence, to the satisfaction of the Executive Director, that the pool driver ratio at the Contractor's Approved Maintenance Yard (used in all jurisdictions served out of the yard) is equal to or higher than the pool driver ratio in Exhibit G-2. If the pool driver ratio at the Contractor's Approved Maintenance Yard is lower than the pool driver ratio in Exhibit G-2, then the Authority's obligation to compensate the Contractor for pool drivers shall be limited to the pool driver ratio at the Approved Maintenance Yard. The pool driver ratio shall be calculated as the number of Route drivers (including pool drivers) divided by the number of Routes, minus one (drivers / Routes – 1). In no case should the pool driver ratio for the Contractor's Approved Maintenance Yard fall below thirty-seven percent (37%). Pool driver ratio does not include Container delivery drivers or Routes.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

F. **Uniforms and Identification.** All employees of the Contractor performing field service under this Agreement shall be dressed in clean uniforms with employee's name or numbered badge that also shows the Contractor's name at all times while engaged in work. No portion of this uniform may be removed while working.

G. **Employee Behavior.** If any Contractor manager, supervisor, or employee is found to be discourteous or not to be performing services in the manner required by this Agreement, the Contractor shall take all necessary and legal corrective measures and initiate the applicable requirements of a collective bargaining agreement, including, but not limited to, transfer, discipline, or termination. If the Authority has notified the Contractor of a complaint related to discourteous or improper behavior, the Contractor will consider reassigning the employee to duties not entailing contact with the public within the Service Area while the Contractor is pursuing its investigation and corrective action process.

H. **Hiring Displaced Employees.** In accordance with AB 1669 and the provisions of this Agreement, the Contractor shall offer employment to existing employees working under the Authority's current agreements that include the services being provided under this Agreement, who become unemployed by reason of the change in contractors up until six (6) months after the Commencement Date; provided, however:

1. This requirement shall not be applicable to management or supervisory personnel.
2. The Contractor shall not be obligated to offer employment to more existing employees than the Contractor needs to perform the services required under this Agreement.
3. The Contractor shall not be obligated to offer employment to existing employees that are not working prior to the Commencement Date due to a leave of absence related to disability or workers' compensation claim.
4. The Contractor shall not be obligated to displace any of its current employees or modify its current job performance requirements or employee selection standards.
5. Additional employees, if needed by the Contractor, shall be obtained pursuant to procedures currently in effect under the collective bargaining agreement for covered employees.
6. Wages and benefits applicable to employees performing work under this Agreement shall be commensurate with current compensation or in accordance with existing agreements with represented labor groups.
7. Unless prohibited by law or denied by the affected bargaining unit, the Contractor shall honor the existing seniority of any displaced workers for all applicable purposes under the bargaining agreement.
8. The Contractor may enter into agreement(s) with Subcontractors to provide services covered during the Implementation Period, subject to the prior written consent of the Authority, and Subcontractors shall be required to comply with the obligations stated in Subsections 8.11.H.1 through 8.11.H.7 above.
9. The Contractor shall provide monthly reports during the Implementation Period in each of the three (3) months prior to the Commencement Date documenting the status of their offers to displaced employees, acceptance by those employees, and all applicable dates for training and start of work under this Agreement. Following the Commencement Date, the Contractor shall provide monthly reports documenting their retention status (still employed, resigned, terminated, on leave, etc.) of each employee that was hired described herein and as further described in Exhibit D.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

I. **Labor Peace.** The Contractor acknowledges and agrees the health and safety considerations involved in a possible interruption in the services under this Agreement emphasizes the importance of labor peace during the Term of the Agreement. The Contractor shall remain entirely neutral in the event a question of employee representation arises during the Term of the Agreement.

J. **Subcontractor and Approved Affiliates' Obligations.** The Authority requires Subcontractors and Approved Affiliates to comply with the obligations of this Agreement, in accordance with Section 2.9.

K. **Labor Agreements.** Labor agreements shall be included as Exhibit I and any future modification shall be provided to the Authority as they occur. The Contractor shall provide full copies of the labor agreements, including any and all amendments, extensions, renewals, or other forms of modification.

L. **Key Personnel**. The Contractor shall notify the Executive Director of any changes in Contractor's General Manager as indicated in Section 8.11.A of this Agreement. Authority may request to meet and confer with the Contractor regarding the Contractor's General Manager team performance and employee performance if Liquidated Damages levied against the Contractor exceed ten thousand dollars ($10,000) in any consecutive three (3) month period; provided, however, all employment decisions of the Contractor's employees are entirely at the sole discretion of the Contractor..

At any point during the Term of this Agreement, the Executive Director may request in writing, followed by a meet and confer with Contractor, that any of Contractor's employees be reassigned such that they no longer perform work directly relating to this Agreement. Such request by Authority shall provide a statement describing with particularity the basis and reasonable cause for such request. Contractor shall consider the Executive Director's request and subject to the requirements of any collective bargaining agreement or human resources requirements conduct an investigation if required in Contractor's sole discretion. Following such meet and confer period, if the Contractor agrees that such employee may be reassigned or legally terminated, Contractor shall remove the identified employee(s) from performing work directly related to this Agreement.

In the event Contractor is initiating a hiring process for the General Manager position, Contractor shall invite input from the Executive Director regarding job description and essential qualifications and experience; Contractor shall consider such input in its hiring decisions, however Contractor shall make all final hiring decisions and the Authority shall have no responsibility for the ultimate selection by Contractor.

8.12 Equipment and Supplies

The Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, and other consumables, as appropriate and necessary, to provide all services required by this Agreement. The Contractor shall place the equipment in the charge of competent operators. The Contractor shall repair and maintain all equipment at its own cost and expense.

A. **Container Requirements.**

1. General. The Contractor shall cooperate with the previous Authority Collection contractor to ensure that all existing Containers deployed in the Service Area and in inventory are accounted for and transitioned to the Contractor.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The Contractor is not required to replace functional Containers prior to the end of the useful life of those Containers, including Containers purchased prior to the Commencement Date of the Agreement. However, the Contractor shall replace existing Containers upon initiation of new service, Service Level changes, replacement for lost or damaged Containers, or any other action that results in an existing Container being removed from service.

The Contractor shall re-label all existing Bins in service with new labels by the end of Rate Year One. The Contractor shall replace or repair Bins that do not meet the specifications of this Section. The Contractor shall re-label the lids of all existing Carts in service with new labels by the end of Rate Year One for Single-Family, Multi-Family, and Commercial Sectors. The make and design of the new labels shall be approved in advance by the Authority. The Contractor shall replace Carts that do not meet the specifications of this Section, including, but not limited to Carts that are damaged, broken, or not in working order.

The Contractor shall purchase Containers with a useful life of ten (10) years or more and shall depreciate the Containers over a ten- (10-) year period.

2. Carts. The Contractor shall provide Carts for storage and Collection of Solid Waste, Recyclable Materials, Commingled Organics, and/or Commercial Food Scraps based on Customer Service Level. All new Carts shall be manufactured by injection or rotational molding methods and shall meet the Cart design, color, and performance requirements provided in Exhibit M. Carts provided to Customers shall have a useful life of ten (10) or more years, evidenced by a manufacturer's warranty or other documentation acceptable to the Authority. Franchised Materials Container sizes for Customers subscribing to Cart service shall be made available as described in Exhibit B. All Cart sizes shall be "true" sizes, such that smaller capacities in Carts shall not be achieved by adding inserts into larger capacity Carts.

   Upon request, the Contractor shall provide Used Oil Recovery Kits to each Single-Family and Multi-Family Customer for Used Motor Oil and Filter(s) and used cooking oil Collection.

3. Bins, Drop Boxes, and Compactors. The Contractor shall provide Bins, Drop Boxes, and/or Compactors for storage and Collection of Solid Waste, Recyclable Materials, Commingled Organics, and/or Commercial Food Scraps. The Contractor shall install plastic lids on all Bin Containers owned and serviced by the Contractor. All new Containers with a capacity of one (1) cubic yard or more shall meet applicable Federal regulations for Bin safety and be covered with attached lids.

   The Contractor shall make Compactors available to Subscribers for purchase or lease and/or shall allow Subscribers to purchase or lease Compactors through an outside vendor.

   The Contractor shall provide locking Bin service (providing the hasp and lock and servicing the lock) to Customers that request such service at no additional charge. The Contractor shall also provide, upon request of Customer, "gravity" locking mechanisms for Bins at no additional charge.

4. Container Color. The Contractor shall differentiate Solid Waste Containers, Recyclable Materials Containers, Commingled Organics Containers, and Commercial Food Scraps Containers from each other by:

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

a. Providing Containers of different colors:

i. Cart colors: blue body and lid for Recyclable Materials, green body and lid for Commingled Organics, brown body and lid for Commercial Food Scraps, and black or gray body and lid for Solid Waste.

ii. Bin colors: blue body and black lid for Recyclable Materials, green body and black lid for Commingled Organics, brown body and black lid for Commercial Food Scraps, and black or gray body and lid for Solid Waste.

b. For Containers that are in service on the Commencement Date that are not otherwise in compliance with Subsection 8.12.A.4, the Contractor shall adhere clearly visible labels to each Container identifying the Allowable material type. This option is not acceptable for Carts purchased for this Agreement and during the Term.

c In the event that the Contractor adheres labels to Containers for any purpose, the Contractor shall ensure that such labels remain clearly visible, do not fade or peel, and are maintained in accordance with Subsection 8.12.A.5 below.

d. The Contractor shall obtain the Authority's written approval for Container specifications, colors, and labeling before acquisition, painting, and labeling occurs. Any Containers purchased without express written approval from the Executive Director that do not conform to the requirements in this Agreement shall be prohibited from being placed into service in the Service Area and the Contractor shall be solely responsible for all costs associated with any unapproved purchase(s), including the removal of unauthorized Containers and their replacement with Containers that conform to the requirements of this Agreement.

e. When purchasing plastic Collection Containers, the Contractor shall purchase Containers that contain a minimum of 30% post-consumer Recycled plastic content, unless approved by the Executive Director in advance of the purchase.

f. All Containers purchased by the Contractor shall be 100% Recyclable at the end of their useful lives.

5. Container Labeling. On the body and/or lid of each new Container, the Contractor shall label the type of materials to be placed in the Container for Collection (e.g., Solid Waste, Recyclable Materials, Organic Materials, Commercial Food Scraps, cardboard, mixed paper, Yard Trimmings, wood waste, metal, etc.). The labeling shall be positioned on the side and/or lid of each Container so it is visible to the Generator at all times. Hot stamping information on the Carts shall be limited to the labeling on the sides of the Carts and the Cart orientation arrows on the lid of the Cart. Labels on new lids shall be in-mold labels, unless otherwise approved by the Executive Director. Labels shall be of a design approved in advance by the Authority, and may contain the Authority's website URL and/or QR code that directs to the Authority's website.

All Containers shall display the Authority's name and logo and a phone number(s) specific to the Service Area. The phone number must be one whose ownership can be transferred to the Authority at the end of the Agreement. The Contractor shall not include Contractor's name, logo, or proprietary phone number on any Containers purchased pursuant to this Agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

6. Repair and Replacement of Containers; Inventory. The Contractor shall be responsible for repairing or replacing Containers when the Contractor determines the Container is no longer suitable for service; or when the Authority or Subscriber requests replacement of Subscriber's Container that does not properly function, leaks, is damaged, or is otherwise not fit for service. Such replacement or repairing of Containers shall not count towards a Subscriber's free Cart replacement, as described below. The Contractor shall be responsible for acquiring and providing the replacement Containers. The Contractor shall repair or replace all damaged or broken Containers within a one (1) week period. If the repair or replacement cannot be completed within a week, the Subscriber shall be notified by the Contractor and a larger Container shall be made available until the proper Container can be replaced.

   The Contractor shall maintain a sufficient inventory of Containers to accommodate new Subscriber requests for service, requests for change in Service Levels (size, type, or number of Containers) from current Subscribers, and requests for replacement due to damage.

   The Contractor shall provide to Single-Family Subscribers three (3) free Cart replacements (one for each material stream) per any twelve- (12-) month period, at the discretion of the Subscriber, for any reason. Cart replacements that occur due to the Contractor damaging the Cart and/or the Cart dropping into the hopper of the Collection vehicle shall not count towards a Subscribers free Cart replacement. If Subscriber requests more than one (1) Cart replacement per material per any twelve- (12-) month period, the Contractor shall make Carts available at a Rate not to exceed Maximum Rates for such services. Single-Family Subscribers may also request one (1) Cart size exchange per Rate Year at no charge. Single-Family Subscriber Cart size exchanges for Recyclable Materials and Commingled Organics Carts shall not count towards a Subscriber's free Cart replacement as described herein. Single-Family Subscriber Cart size exchange for Solid Waste Carts shall count towards a Subscribers free Cart replacement. All such Containers shall be provided within one (1) week of request, excluding requests to change Cart size that occur within one (1) month of the Commencement Date, which may be provided within one (1) month of request.

   Multi-Family and Commercial Subscribers shall pay for Container replacements for any reason, except if: (i) the Contractor damages the Container; (ii) the Contractor determines the Container needs to be replaced or repaired in accordance with this Section; or, (iii) if the Subscriber requests a different sized Container.

7. Maintenance, Cleaning, Painting. All Containers shall be maintained in a safe, serviceable, and functional condition and present a clean appearance. The Contractor shall repair or replace all Containers damaged by Collection operations in accordance with standards specified in this Section, unless damage is undisputedly caused by Customer's gross negligence, in which case, the Subscriber will be Billed for repair or replacement of Container at a Rate not to exceed the Maximum Rate for such service. All Containers shall be maintained in a functional condition.

   The Contractor shall steam clean and repaint all Containers as needed (other than Carts) so as to present a clean appearance. The Contractor shall offer steam cleaning service (or clean Container exchange) to Customers requesting such service, and shall charge Subscribers for such cleaning (or Container exchange) at a Rate not to exceed Maximum Rates.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The Contractor shall remove graffiti from Containers within two (2) Working Days of identification by the Contractor or notice by the Authority or Customers if such graffiti includes any written or pictorial obscenities. If graffiti does not include obscenities, Contractor shall remove such graffiti within ten (10) Working Days.

At the Authority's request, the Contractor shall provide the Authority with a list of Containers and the date each Container was painted and maintained.

8. Authority Ownership of Containers at End of Term. Upon expiration or early termination of this Agreement, all Carts, Bins, Drop Boxes, and Compactors (for permanent Subscribers) purchased and put into service at Customers' Premises during the Term of the Agreement shall become property of the Authority at no cost to the Authority, if such Containers are fully depreciated. All Carts, Bins, Drop Boxes, and Compactors (for permanent Subscribers) purchased and put into service at Customers' Premises during the Term of the Agreement that have not been fully depreciated shall be available to the Authority, at the Authority's option, at a cost reflecting the net book value.

   At its sole discretion, the Authority may elect not to exercise its rights with regards to this Section and, in such case, the Containers shall remain the property of the Contractor upon the date of this Agreement's expiration or early termination. In such case, the Contractor shall be responsible for outstanding depreciation and for removing all Containers in service from the Premises, in cooperation with the Authority's new contractor for Collection services, on a schedule that is approved by the Authority and does not otherwise leave Customers without Containers or with two (2) sets of Containers. The Contractor shall arrange for reuse or Recycling of Containers removed from the Service Area.

8.13 Compliance with Facility Rules

The Contractor shall observe and comply with all regulations in effect at the Designated Facilities and shall cooperate with the operators thereof with respect to Acceptance, Delivery, Transfer and Transport of Solid Waste, Recyclable Materials, Commingled Organics, Pre-Processed Commercial Food Scraps, and/or Mixed Materials, including following directions to unload Collection vehicles in designated areas, accommodating operations and maintenance activities, and complying with Unpermitted Waste and/or Excluded Waste exclusion programs.

ARTICLE 9
PAYMENTS TO THE AUTHORITY

9.1 Other Payments

The Parties understand and agree that the source of funds for the exclusive rights provided in Section 2.1; the administration of and compliance with State law requirements; the management and implementation of programs and services related to Soild Waste Diversion and Disposal; the management and administration of the rights, privileges, and services under this Agreement and the other service agreements; and the Tipping Fees and other payments to the Recyclables Contractor, Organics Contractor, Commercial Food Scraps Contractor, Reuse Contractor, Transfer Contractor, Disposal Contractor, and other related Authority contractors for services directly and indirectly related to this Agreement is the Authority Reimbursements component of the Maximum Rates charged to Subscribers by the Contractor.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The Authority Reimbursements amount shall be calculated annually by the Authority when Maximum Rates are established for the upcoming Rate Year. The Authority Reimbursements amount shall be a flat amount per Rate Year ($/year) and shall not be calculated as a percentage of revenue or costs. Authority Reimbursements are a component of Pass-Throughs and shall be included in the calculation of Maximum Rates as provided in Article 10. The Contractor shall pay one-twelfth (1/12th) of the total annual amount of the Authority Reimbursements payment each month. The Contractor may be required to separately identify the Authority Reimbursements, or any components thereof, on Bills, as determined and directed by the Authority.

9.2 Adjustment of Payments

In its sole discretion, the Authority may adjust the amount of Authority Reimbursements, as necessary. Such adjustment shall be reflected in the calculation of Maximum Rates.

9.3 Method of Payments

The Contractor shall remit the Authority Reimbursements to the Authority on a monthly basis. All payments shall be paid by check or electronic payment method approved by the Executive Director. The Contractor is prohibited from withholding or offsetting payments to the Authority as a remedy for any dispute under this Agreement.

9.4 Timing of Payments and Penalties for Late Payments

The Contractor shall remit the Authority Reimbursements to the Authority during the Term of this Agreement on the twentieth (20th) Day of each month for the prior month. If the Authority Reimbursements are not paid to the Authority on or before the twentieth (20th) Day of any month, the Contractor shall pay to the Authority administrative charges in an amount not to exceed the median Secured Overnight Financing Rate published by the New York Federal Reserve Bank (SOFR) plus two (2). The late payment penalty amounts are not intended as Interest on debt, but rather are intended as a predetermined penalty for failure to meet an obligation under this Agreement. Late payment penalty amounts shall not be reimbursed through Maximum Rates charged to Subscribers.

9.5 Billing and Payment Audit

The Authority may, at any time during the Term or within three (3) years following the expiration or early termination of this Agreement, perform an audit of the Contractor's Tonnage records, Billings, and payment of monies due to the Authority. The Contractor shall fully cooperate with the Authority in any such audit by providing a thorough, complete, and accurate response to any requests for information within ten (10) Business Days after the Authority's request. Should the Authority or its agent perform this review and identify Billing errors or other errors in payments due to the Authority cumulatively valued at one percent (1%) or more of the prior year's or final year's annual Contractor's Revenue under this Agreement, the Contractor shall reimburse the Authority's cost of the review, in addition to compensating the Authority for lost payments and applicable delinquency penalties.

9.6 Payments to Designated Facilities

A. **Tipping Fees.** The Authority Reimbursements include the Tipping Fees and other payments to the Recyclable Contractor, Organics Contractor, Commercial Food Scraps Contractor, Reuse Contractor, Transfer Contractor, Disposal Contractor, and other related Authority contractors for services directly and indirectly related to this Agreement. Upon the

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Authority's receipt of the Authority Reimbursements amount from the Contractor, the Authority shall pay the Tipping Fees.

B. **Costs for Failure to Comply with Designated Facility Rules.** The Contractor shall be solely responsible, without right of reimbursement or compensation, for paying any charges, costs, or fees associated with the Contractor's failure to conform to the rules of the Designated Facility(ies), which may include, but are not limited to, costs for untarped/uncovered Loads, excessive time in the tipping area, costs of remediating or managing Unpermitted Waste and/or Excluded Waste Delivered by the Contractor, costs associated with property damage to the Designated Facility(ies), finance or interest charges established by a Designated Facility relating to the Contractor's delinquent payment to the Designated Facility of an undisputed amount, and any other reasonable facility rules or policies established by the Designated Facility and generally applicable to all users of such facility.

C. **Coordination and Payment Disputes with Other Authority Contractors.** The Contractor's obligations to cooperate and share information with other Authority contractors specifically apply to their relationship with any Tipping Fees and/or other fees owed to such contractors, pursuant to Subsection 5.2.D. Any disputes related to such Authority contractor(s) shall be managed in a consistent manner with the requirements of Section 15.1. The Contractor is prohibited from withholding or offsetting payments to the Authority as a remedy for any dispute under this Agreement.

9.7 Reserved

ARTICLE 10
CONTRACTOR'S COMPENSATION

10.1 Overview

The Contractor's Compensation for performance of its obligations under this Agreement shall be Contractor Revenue. Contractor Revenue shall be the full, entire, and complete compensation due to the Contractor pursuant to this Agreement to cover the Contractor's costs for all labor, equipment, materials and supplies, Facility fees, Authority Reimbursements, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

If the Contractor's actual costs, including Authority Reimbursements, are more than Contractor Revenue, the Contractor shall not be compensated for the difference in actual costs and actual Contractor Revenue. If the Contractor's actual costs are less than the actual Contractor Revenue, the Contractor shall retain the difference, provided that the Contractor has paid Authority Reimbursements pursuant to Article 9.

Under this Agreement, the Contractor shall have the right and obligation to charge and collect from Subscribers Rates not to exceed Maximum Rates approved by the Board for the provision of services to Subscribers.

The Maximum Rates for Rate Year One are based on the Contractor's proposed costs and operating assumptions for Rate Year One, which are presented in Exhibit G-2. Maximum Rates for subsequent Rate Years (excluding Rate Years Four and Eight) shall be adjusted annually in accordance with Section 10.2 using an index-based adjustment method that involves adjustments using various cost indices. Maximum Rates for Rate Years Four and Eight shall be adjusted using a cost-based methodology that involves a review of the Contractor's actual costs and reconciliation of revenues for the coming Rate Year.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The annual adjustment to Maximum Rates involves adjusting the Contractor's operations costs among other costs and fees, and the annual adjustment to the Contractor's operations costs shall not exceed a maximum percentage increase described in Exhibit E-1 for the index-based methodology and Exhibit E-2 for the cost-based methodology.

10.2 Process for Setting Maximum Rates

A. **General.** The Board shall be responsible for approving Maximum Rates, as described in this Article. If at any time during the Term of the Agreement, the Contractor determines the need for a Maximum Rate that does not appear on the Maximum Rate schedule approved by the Board (for example, if a Subscriber requires Collection of a fifteen (15) cubic yard Compactor five (5) times per week and the Maximum Rate schedule does not include this Service Level), the Contractor shall immediately notify the Executive Director and request establishment of such Maximum Rate. If the request is received in a timely manner to be included in the Board's annual consideration of Maximum Rates, the Board shall consider approval of such new Maximum Rates. If the request is received at a time when Board approval would not be timely for the Customer's need, the Executive Director may approve the new Maximum Rate on an interim basis, subject to consideration by the Authority in the next Rate Year's consideration by the Board.

B. **Maximum Rates for Rate Year One.** Maximum Rates for Rate Year One shall be determined by the Contractor and the Authority pursuant to the methodology set forth herein and approved by Board resolution on or before the Commencement Date. As of the Effective Date, Parties have agreed upon Contractor's Compensation and the stipulated Service Levels by Rate category and have prepared preliminary Rates, included as Exhibit E-3, which are subject to the Exhibit E-1 index-based adjustment methodology to give effect to the inflation of certain cost categories between the Effective Date and Commencement Date. Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars. Therefore, the Exhibit E-1 index-based adjustment methodology shall be applied to adjust the Rates to 2026 and, subsequently, 2027 dollars. In addition to the inflation of the Contractor's Compensation, the Authority shall include adjustments to Authority Reimbursements and provide the Member Agency Allocations for Rate Year One. The Maximum Rates for Rate Year One will be effective March 1, 2027 through June 30, 2028, and shall not be adjusted to reflect either increases or decreases in costs anticipated by the Contractor.

C. **Annual Adjustment Process.** The Maximum Rates shall be adjusted annually, with Board approval, commencing July 1, 2028 through the remaining Term of this Agreement, including any extension periods. The adjustments to Maximum Rates shall be determined using one (1) of two (2) methodologies: (1) an index-based adjustment, or (2) a cost-based adjustment. The index-based adjustment, which is described in Exhibit E-1, involves use of various cost adjustment factors (such as the percentage change in the consumer price index) to calculate adjusted Maximum Rates. The cost-based adjustment, which is described in Exhibit E-2, involves a detailed review of the Contractor's actual costs of service, revenues from current Subscribers, and determination of adjusted Maximum Rates to reflect Contractor's projected costs and subscription levels. The cost-based adjustment process will only be used to determine Maximum Rates for Rate Years Four and Eight. The following table specifies when the two (2) adjustment methods shall be used.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Table 1: Application Schedule and Methodology					
Rate Year	Methodology	Period Reviewed	Application Submittal	Complete Review	Effective Date
Year 1 (2027)	Multi-Index	*See table 2*	Sept. 1, 2026	Oct. 1, 2026	July 1,2027
Year 2 (2028)	Multi-Index	*See table 2*	Jan. 1, 2028	Feb. 29, 2028	July 1,2028
Year 3 (2029)	Multi-Index	*See table 2*	Jan. 1, 2029	Feb. 28, 2029	July 1,2029
Year 4 (2030)	**Cost-Based**	**July 1, 2028-June 30, 2029**	**Nov. 1, 2029**	**Feb. 28, 2030**	**July 1,2030**
Year 5 (2031)	Multi-Index	*See table 2*	Jan. 1, 2031	Feb. 28, 2031	July 1,2031
Year 6 (2032)	Multi-Index	*See table 2*	Jan. 1, 2032	Feb. 29, 2032	July 1,2032
Year 7 (2033)	Multi-Index	*See table 2*	Jan. 1, 2033	Feb. 28, 2033	July 1,2033
Year 8 (2034)	**Cost-Based**	**July 1, 2032-June 30, 2033**	**Nov. 1, 2033**	**Feb. 28, 2034**	**July 1,2034**
Year 9 (2035)	Multi-Index	*See table 2*	Jan. 1, 2035	Feb. 28, 2035	July 1,2035
Year 10 (2036)	Multi-Index	*See table 2*	Jan. 1, 2036	Feb. 29, 2036	July 1,2036
Year 11 (2037)	Multi-Index	*See table 2*	Jan. 1, 2037	Feb. 28, 2037	July 1,2037

*Note: Year 11 only applies in the event of an extension pursuant to Section 4.1.

Table 2: Annual Percentage Change Timeframe by Rate Year	
Rate Year	Index Timeframe
Year 1	[(Average Index Value of Oct. 2025 – Sept. 2026) – (Average Index Value of Oct. 2023 – Sept. 2024)]/ (Average Index Value of Oct. 2023 – Sept. 2024)
Year 2 – Year 11	[(Average Index Value of Jan. 202X^{+1} – Dec. 202X^{+1}) – (Average Index Value of Jan. 202X – Dec. 202X)]/ (Average Index Value of Jan. 202X – Dec. 202X)

D. **Rate Structure.** The Board shall have the sole and exclusive right to change the relationship of individual Maximum Rates in comparison with other Maximum Rates, as it deems appropriate. Any such changes would occur in conjunction with the annual Maximum Rate adjustment process described in Section 10.2 or in conjunction with a Maximum Rate adjustment resulting from a Special Rate Review in accordance with Section 10.4.

E. **Approval Process**. The Board shall review and approve all adjustments to Maximum Rates. The Board and Authority staff may consult with individual Member Agencies during the process of approving the Maximum Rates.

10.3 Maximum Rate Application Process

A. **Application Date and Content.**

1. Application Submittal Date. On January 1, prior to the commencement of the Rate Year for which Maximum Rates are to be determined (coming Rate Year) using the index-based methodology, or November 1 prior to the commencement of the Rate Year for which Maximum Rates are to be determined using the cost-based methodology, the Contractor shall submit to the Executive Director a copy of its application requesting the adjustment of Maximum Rates for the coming Rate Year via email. Such email shall be deemed received when the Executive Director acknowledges receipt of the email, which shall not be withheld or delayed if the email was received.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2. Content of Application for Index-Based Adjustment. The application submitted to support an index-based adjustment of Maximum Rates shall present the calculations of the Annual Percentage Change in various cost indices, Total Calculated Costs for the Rate Year, cost allocations to Member Agencies, the Total Revenue Requirement (as defined in Exhibit E) for each Member Agency, and the Rate adjustment factors for each Member Agency for the coming Rate Year. The application shall include all supporting documentation for the calculations, including a copy of the collective bargaining agreement(s) currently in effect.

   The application shall also present the Maximum Rates for the then-current Rate Year (e.g., Rate Year Five) and the proposed Maximum Rates for the coming Rate Year (e.g., Rate Year Six).

3. Content of Application for Cost-Based Adjustment. The application submitted to support a cost-based adjustment of Maximum Rates shall present the Contractor's actual total annual cost of operations, profit, Pass-Throughs (including Authority Reimbursements), reporting data, as stated in Exhibit D, the actual total annual costs for the most-recently completed Rate Year, and forecast of the same cost items for the coming Rate Year, in accordance with the procedures described in Exhibit E-2. The Contractor shall assemble, provide, and submit such information that is necessary to support the actual costs presented and the calculation of the assumptions made by the Contractor with regard to forecasting the total annual costs before profit, profit, Pass-Throughs, Total Calculated Costs for the Rate Year, cost allocations to Member Agencies, Authority Reimbursements, the Total Revenue Requirement (as defined in Exhibit E) for each Member Agency, and the Rate adjustment factors for each Member Agency for the coming Rate Year. Such documentation shall include, but not be limited to, calculations of the Annual Percentage Change in various cost indices and a copy of the collective bargaining agreement(s) currently in effect. The actual costs shall be based on the financial statements for the most recently completed Rate Year, which shall be submitted in accordance with the requirements of Exhibit E-2. In addition, the application shall present, for each Member Agency, the Contractor's calculation of the Rate adjustment factor, and the operational data listed in Exhibit E-2.

   If the Authority requests additional information beyond that provided by the Contractor in its application, the Contractor shall provide all information requested by the Authority during its review of the application, including, but not limited to, all information from Affiliates requested by the Authority regarding any transactions between the Contractor and any Affiliates pertaining to the Contractor's performance under this Agreement.

B. **Authority Review of Application.** The Contractor's application for an adjustment of Maximum Rates shall be reviewed by the Authority. The Board shall adjust Maximum Rates to reflect the adjustments made in accordance with Exhibits E-1 or E-2, depending on the method used to adjust the Maximum Rates that are being approved. The Board shall act in good faith to approve such adjustments to Maximum Rates by July 1 of the Rate Year. The adjusted Maximum Rates shall not take effect until the Board has approved such Maximum Rates.

C. **Failure to Adjust Rates by July 1.** If the Contractor submits its complete application for adjustment of Maximum Rates on or before the application date identified in Subsection 10.3.A.1, and the Board does not approve the adjusted Maximum Rates for them to be effective on or before July 1 of a Rate Year, the Authority shall include a surcharge on the Maximum Rates that shall be effective for the remainder of the Rate Year to recover Gross

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Receipts lost by the Contractor, if any. To determine the amount of revenue lost, if any, the Authority and the Contractor shall meet and confer to determine the effect the delay in adopting Maximum Rates had on the Contractor's Gross Receipts. The assessment of the revenue impact shall consider the Contractor's Billing cycle (e.g., impact to Subscribers Billed in advance and to Subscribers Billed in arrears), the ability of the Contractor to delay issuance of Bills, the payment cycle of Subscribers, and other variables.

If the Contractor does not submit its complete application for adjustment of Maximum Rates on or before the application date identified in Subsection 10.3.A.1, adjusted Maximum Rates may not be approved by July 1. In such a case, all Maximum Rates shall be adjusted as soon as practical, following approval by the Board. If the Contractor does not submit its complete application on or before the application deadline, no retroactive adjustment nor surcharge will be made to allow the Contractor to recover Gross Receipts that it would have collected if the Maximum Rate adjustment had been implemented in accordance with the prescribed schedule.

10.4 Special Rate Review

A. **Eligible Items.** The Contractor is entitled to apply to the Authority for consideration of a Special Rate Adjustment, or the Authority may initiate such a review, should one (1) or more of the below events occur. Such cost impact shall be considered at the same time the annual adjustment process for Maximum Rates is performed in accordance with Section 10.2, and the Contractor shall not be compensated retroactively for such cost without prior Board approval.

1. Change in Scope. Documented significant changes in the cost to provide services required in this Agreement as a result of an agreed-upon, Authority-directed change in scope, as provided for under Section 10.5.
2. Emergency Services. Provision of emergency services pursuant to Section 7.3.
3. Uncontrollable Circumstance. Occurrence of Uncontrollable Circumstances (other than Change in Law).
4. Change in Law. Change in Law after the date of submission of the Contractor's Proposal that was not reasonably known to the Contractor before the date of submission of the Contractor's Proposal.
5. Redirection Pursuant to Section 5.9. Occurrence of an Authority-directed change in Approved Facility(ies) or Designated Facility(ies), consistent with Authority's rights under Section 5.9.
6. Advanced Clean Fleets Regulation. Implementation of the Advanced Clean Fleets Regulations by the Contractor, subject to the provisions of Section 8.10.
7. Long-Term or Permanent Road Closures. Occurrence of long-term or permanent road closures, weight restrictions that impact the Contractor's vehicles, or significant realignment of roadways, any of which may only be eligible for consideration if the Contractor can meet the burden of proof that those changes add significant additional costs that have not already been, or will not, within the next year, be considered in a cost-based Rate adjustment, subject to Exhibit E-2.

B. **Ineligible Items.** A Special Rate Adjustment review may not be initiated for the following items and the Contractor shall not be compensated for such items over the Term of the Agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

1. Cost Increases. Increases in the cost of providing all services and performing all obligations under this Agreement that are in excess of the increases provided through the annual adjustment mechanisms described in Section 10.2, unless cost increases are related to eligible items listed in Subsection 10.4.A and/or relate to the adjustment methodology described in Exhibit E-2.

2. Change in Approved Facility or Designated Facility Conditions. Increases in the cost of Solid Waste, Recyclable Materials, or Organic Materials Collection, Processing, Transfer, and Disposal that may be impacted by change in operating conditions of an Approved Facility or Designated Facility, unless such change is initiated by or at the direction of the Authority.

3. Change in Number of Subscribers and/or Subscriber Service Levels. Growth or decline in the number of Subscribers and/or changes to Subscriber Service Levels related to number and size of Containers, material type, and frequency of Collection, except for the calculation of allowable costs and Projected Gross Rate Revenue during the cost-based Rate adjustment (Exhibit E-2, Section 6); however, the Contractor shall be entitled to Bill all Subscribers at Rates not to exceed Maximum Rates and retain all Gross Receipts (net Authority Reimbursements) collected from its Subscribers for Collection services provided under this Agreement.

4. Change in Material Quantities and Composition. Change in the Tonnage or composition of Solid Waste, Recyclable Materials, or Organic Materials.

5. Change in General Economic Conditions. Changes in general economic conditions, including, but not limited to, inflation, deflation, recession, depression, supply chains, default on the debts of any government agency, commodity markets, stock markets, pension systems, automation, labor availability, or other factors broadly impacting businesses that are not explicitly contemplated in the Agreement.

C. **Review of Costs.** If the Contractor or the Authority requests a Special Rate Adjustment review, the Authority shall have the right to review any or all financial and operating records of the Contractor and its Affiliates.

D. **Submittal of Request.** If the Contractor is requesting Special Rate Adjustment Review, the Contractor must submit its request, and cost and operational data, in a form and manner specified by the Authority, at least eight (8) months before the proposed effective date of any Maximum Rate adjustment. The Authority may waive the eight- (8-) month submittal requirement if the reason for the Special Rate Adjustment review is a Change in Law that will become effective in less than an eight- (8-) month period.

If the Authority is requesting a Special Rate Adjustment review, the Authority shall notify the Contractor at least nine (9) months before the proposed effective date of any Maximum Rate adjustment. Upon such notification, the Contractor shall, within thirty (30) Days, submit reasonable cost and operational data, as requested by the Authority, in a form and manner specified by the Authority.

A request for Special Rate Adjustment review shall include a proposal on whether the Maximum Rate adjustment resulting from the Special Rate Adjustment review shall be an adjustment in addition to or in lieu of the annual adjustment to Maximum Rates to be performed in accordance with Subsection 10.2.C above.

E. **Burden of Justification.** The Contractor shall bear the burden of justifying to the Authority, by substantial evidence, any entitlement to current, as well as increased, Maximum Rates under this Section. Records required to be maintained pursuant to Article 12 shall be subject

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

to review, in accordance with appropriate professional standards, and inspection, for the primary purpose of reviewing changes in costs to the Contractor attributable to the circumstances that triggered the Special Rate Adjustment review, at any reasonable time by an independent third party. The selection of the independent third party, as well as the scope of work for such review, shall be approved in advance by the Authority. The independent reviewer shall provide any and all drafts of its review to the Authority and the Contractor.

If the Authority determines that the Contractor has not met its burden, the Contractor may request a meeting with the Authority to produce additional evidence. Upon such request, the Authority shall permit said additional meeting. Any resulting disputes shall be managed pursuant to Article 15.

F. **Grant of Request.** Based on evidence the Contractor submits, the Authority Board may grant some, all, or none of the requested increase in its approval of adjusted Maximum Rates.

G. **Compensation for Review Costs.** The Contractor shall bear its costs for a Special Rate Adjustment review (including the cost to prepare proposals and supporting documentation, retain experts to substantiate the request, and negotiate with the Authority). If the Contractor requests the Special Rate Adjustment, the Contractor shall reimburse the Authority's actual reasonable costs for participating in such review, up to a maximum of Seventy-Five Thousand Dollars ($75,000), which shall be adjusted annually by the Annual Percentage Change in CPI-U, and such costs shall not be reimbursed through Maximum Rates charged Subscribers. Notwithstanding the foregoing, if a Special Rate Adjustment review occurs in response to an Authority-directed change in scope (pursuant to Section 2.4), the Authority shall be considered the Party requesting the Special Rate Adjustment review and the costs the Contractor incurs for the Authority's costs of the review may be reimbursed through the Maximum Rates.

10.5 Adjustment of Maximum Rates for Changes in Scope

In the event that either the Authority or the Contractor requests a change in scope in accordance with Section 2.4, the Contractor shall furnish the Authority with projected operational and cost data for the change in scope to support any adjustment to Maximum Rates. For the purpose of analyzing cost impacts of changes in scope, the Contractor's profit shall be calculated using an operating ratio of eighty-seven percent (87%) of actual, reasonable, and necessary costs. The Authority reserves the right to require the Contractor to supply any additional cost data or other information that the Authority may reasonably need to ascertain the appropriate adjustment of Maximum Rates, if any, for the change in scope. The Authority shall review this operational and cost data, and the Authority Board shall approve Maximum Rates for the change in scope, if warranted.

The granting of any change in scope shall be contingent upon the Authority's written approval and establishment of new Maximum Rates, if appropriate.

10.6 Notice of Rate Adjustments

The Contractor shall provide all Subscribers with advance written notice of Rate changes, in the form of a Bill insert, postcard, or other written notice approved by the Authority at least twenty-one (21) Days before the effective date of such changes, unless the Authority provides written approval to waive this requirement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE 11
REVIEW OF SERVICES AND PERFORMANCE

11.1 Right to Enter Facility and Observe Operations

The Authority and its designated representative(s) reserve the right to: i) enter, observe, and inspect the Approved Maintenance Yard during operating hours at any time and without notice; ii) conduct studies or surveys of the Approved Maintenance Yard that do not interfere with or impede the Contractors' operations with at least forty-eight (48) hours advance notice; and, iii) meet with the Approved Facility manager(s) or their representatives at any time, provided that the Authority and its representatives comply with the Contractor's reasonable safety and security rules and do not interfere with the work of the Contractor or its Subcontractors. If the Authority exercises its right to enter the Approved Maintenance Yard, the Contractor is obligated to allow entry to the Approved Maintenance Yard and allow for representatives to conduct observations, inspections, studies, or surveys. However, if the Contractor representative or Approved Facility manager is not at the Approved Facility when the Authority or its designated representative(s) visit without prior announcement, the Contractor may limit the visit of the Authority or its designated representative to a portion of the Facility including, but not limited to, offices, container and vehicle storage areas, or Maintenance Yard. In that event, the Contractor shall arrange for the Authority or its designated representative(s) to return for a visit of the complete Approved Maintenance Yard within twenty-four (24) hours of the Authority's visit. Within three Business Days after receiving the Authority's request, the Contractor shall make personnel available to accompany Authority employees or representatives on inspections and observations. The Contractor shall ensure that its employees cooperate with the Authority and respond to the Authority's reasonable inquiries. The Contractor shall facilitate similar observation and inspection at Approved Maintenance Yard owned by it or an Affiliate upon Authority request and within three (3) Business Days after receiving such request.

11.2 Performance Review

The Authority reserves the right to conduct a performance review to verify that the Contractor has fulfilled its obligations under the Agreement and determine if the Contractor has met performance standards. The Contractor shall cooperate with the review by providing a thorough, complete, and accurate response to any requests for information from the Authority within ten (10) Business Days after such request. In accordance with Subsection 12.5.C, the Contractor shall be prohibited from requesting a confidentiality agreement from the Authority or its agents in order to conduct the performance review and audit and shall not claim privilege over any record or documents that the Executive Director is entitled to under this Agreement, unless this Agreement already specifically acknowledges some privilege related to that record.

If any partial compliance or noncompliance with the Agreement is found, the Authority may elect any remedy available under the Agreement including, but not limited to, assessing Liquidated Damages, determining that an Event of Breach or Event of default has occurred, and/or directing the Contractor to correct the inadequacies in accordance with Article 14.

If any partial compliance or noncompliance with the performance standards of this Agreement is found through an Authority-initiated performance review, the Contractor shall reimburse the Authority's actual reasonable costs of performing the performance review, up to Fifty Thousand Dollars ($50,000). Such amount shall be adjusted annually by the Annual Percentage Change in CPI-U and such costs shall not be reimbursed through Maximum Rates charged to Subscribers.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

11.3 Performance Hearing

The Authority may, at its sole discretion, hold an annual public hearing to review the Contractor's services and performance. Performance review hearings may be scheduled by the Authority during the Rate-setting process or at any other time deemed appropriate by the Authority. The Contractor shall be present and shall participate in the hearing. The purpose of the hearing is to: (i) provide a discussion and review of technological, economic, and regulatory changes in order to achieve a continuous, advanced Collection, Processing, Transfer, Disposal, and Diversion system; (ii) ensure services are being provided with adequate quality, effectiveness, and economy; and, (iii) ensure that the level of cooperation with the Designated Facilities is resulting in productive and efficient services and acceptable Diversion and Residue levels.

Topics for discussion and review at the performance review hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding all regulatory requirements related to Diversion under Applicable Law, including, but not limited to, AB 939, AB 341, AB 1826, SB 1383, and SB 54 and the Authority Board's goals, regulatory constraints, and the Contractor's compliance with requirements of the Agreement and its performance. The Authority and the Contractor may each select additional topics for discussion at any performance review hearing.

At the Authority's request, the Contractor shall, at a minimum, submit a report to the Authority indicating the following:

A. Changes and/or new services recommended to improve the Authority's ability to continue to meet or exceed the goals of the Authority Board and to contain costs and minimize impacts on Maximum Rates.

B. Any specific plans for provision of changed or new services by the Contractor.

The performance review report, as described in Section 11.2, and/or the reports required by this Agreement regarding Customer complaints may be reviewed in a public hearing(s). The Contractor may submit other relevant performance information and reports for consideration. The Authority may request the Contractor to submit additional specific information for the hearing. In addition, any Subscriber or Customer may submit comments or complaints during or before the hearing, either orally or in writing, and these shall be considered.

Not later than sixty (60) Days after the conclusion of each performance hearing, the Authority may issue a report. As a result of the review, the Authority may require the Contractor to provide expanded or new services within a reasonable time (subject to adjustment in Maximum Rates as provided for in Section 10.5), and the Authority may direct or take corrective actions for any established performance inadequacies. The Contractor shall have the opportunity to comment and provide additional information on, or with respect to, the Authority's findings regarding performance inadequacies.

ARTICLE 12
RECORD KEEPING AND RECORDING

12.1 General Record Keeping Provisions

The Contractor shall maintain, in its principal office in the County, such accounting, statistical, and other records required to conduct its operations, support requests it may make to the Authority, respond to requests from the Authority, and develop the financial statements and other reports required by this Agreement. Adequate record security shall be maintained to preserve records from events that can be

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

reasonably anticipated such as fires, thefts, and earthquakes. Electronically maintained data/records shall be protected and a second copy of data/records shall be saved to a protected source, such as a combination of offsite and cloud-based backup, with the ability to restore complete functionality within twenty-four (24) hours, or a hot fail-over database configuration.

The Contractor shall account for revenues received and expenses incurred as a result of this Agreement separately from the accounting for other operations performed by the Contractor or its Affiliates.

12.2 Review and Inspection

The Contractor agrees to provide or make available its records of any and all companies conducting operations addressed in this Agreement to the Authority and its official representatives for review during normal business hours. During the Term of this Agreement, the Authority, its auditors, and other agents, shall have the right, during normal business hours, to conduct unannounced onsite inspections of the Contractor's records and accounting systems and make copies of any documents it deems relevant to this Agreement. In the event the custodian of such records and systems is not on the premises at the time of inspection, the Contractor shall not be in breach of this Agreement; the Authority shall then give notice to the Contractor requesting access to the records, and the Contractor shall make arrangements to allow for inspection within twenty-four (24) hours of such notice. The Authority's right to inspection of records under this paragraph shall continue for five (5) years after the expiration or early termination of this Agreement (or such later date specified under Section 12.7). However, after expiration or early termination of this Agreement, the Authority shall provide the Contractor with a written request to inspect records and the Contractor shall make records available for inspection within two (2) weeks of such request.

12.3 Retention of Records

Unless otherwise herein required, the Contractor shall retain all records and data required by this Agreement for five (5) years after the expiration or early termination of this Agreement (or such later date specified under Section 12.7).

12.4 Other Information Requirements

The Contractor agrees to conduct data collection and other reporting activities as needed to comply with Federal, State, and local laws and regulations and the requirements of this Agreement. To the extent such requirements are set out in this and other Articles of this Agreement, they shall not be considered limiting or necessarily complete.

12.5 Reporting

A. **General**. The Contractor shall submit monthly reports within fifteen (15) Days after the end of each calendar month and annual reports no later than thirty (30) Days after the end of each calendar year. Monthly and annual reports shall include, at a minimum, all data and information described in Exhibit D, unless otherwise specified under this Agreement.

B. **Report Format.** The Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the Executive Director, in their sole discretion. The Executive Director may, from time to time during the Term, review, and request changes to the Contractor's report formats and content and the Contractor shall not unreasonably deny such requests.

The Contractor shall submit all reports to the Executive Director electronically via email using software acceptable to the Authority. The Authority reserves the right to require the

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Contractor to maintain records and submit the reports required herein through use of an Authority-selected web-based software platform, at the Contractor's expense.

C. **No Claim of Confidentiality, Proprietary, or Trade Secret.** The Contractor shall not claim confidentiality, proprietary, trade secret, or similar status as an excuse from providing any records or data required to be maintained under this Agreement. The Contractor further acknowledges that such information may be subject to the California Consumer Privacy Act. The California Consumer Privacy Act requires the Contractor to notify any party from which they are gathering sensitive information to disclose that such information may be shared with the Authority. The Contractor may mark certain records provided to the Authority as confidential, proprietary, trade secret, or otherwise exempt from disclosure by stamping each page of such records with the appropriate designation under the law. Notwithstanding such marking, the Authority may disclose such records without any prior notice to the Contractor, if the records are required to be reported to any regulatory agency or to demonstrate the Contractor's compliance with this Agreement or Designated Facility's compliance with their contracts with the Authority. In the event that the Authority believes that records marked by the Contractor are required to be disclosed under the California Public Records Act, the Authority shall provide timely notice to the Contractor so that the Contractor can pursue, if it desires, at its sole cost, a judicial determination that the records are exempt from disclosure.

12.6 Recycling and Disposal Reporting System Reporting

The Authority acknowledges that the Contractor may Route its Collection vehicles in a manner that will result in the commingling of Franchised Materials from multiple Member Agencies during Collection. In accordance with Subsection 8.2.F, that is permissible, provided that the Contractor utilizes an accurate and sufficient tracking system, approved in advance by the Executive Director, to ensure Franchised Materials Collected are appropriately attributed to each of the Member Agencies. The Contractor further acknowledges that the Designated Facility(ies) manages materials from multiple jurisdictions of origin. The Parties acknowledge the interdependent nature of the Contractor and the Authority's various post-Collection contractors and that each entity is part of a larger integrated system that requires the diligent and accurate tracking and sharing of data where Franchised Material is handled by multiple parties.

The Authority has a fiduciary duty to ensure the appropriate allocation of costs to Subscribers between Member Agencies when setting Maximum Rates charged by the Contractor. As such, the Authority and its Member Agencies place the utmost importance on accurate reporting and transparency, especially with regard to information required to make those allocations of costs. Further, the Authority is a regional agency with a single jurisdictional origin under AB 901, and the County is not included under the regional agency for AB 901. The Authority finds it critically important to maintain jurisdiction of origin to the Member Agency level, rather than the regional agency level. The Authority is therefore interested in ensuring regional agency and Member Agency compliance with AB 901, precise allocations to the Member Agency level, and accurate completion and timely submittal of reports into the CalRecycle Recycling and Disposal Reporting System (RDRS).

The Parties acknowledge that, for the Authority to comply with its fiduciary duty to its constituents and obligations to each of its contractors within its interdependent system from Collection through Delivery to Designated Facility(ies), the Authority must have sufficient access to the Contractor's system of allocating Tonnage between the Member Agencies. This is critical to ensure accurate tracking and allocations systemwide. Further, each of the Designated Facilities are regulated entities under AB 901, and in accordance with Section 13.3, the Authority relies in part on the Contractor to ensure accurate allocation under AB 901 and data entry into the RDRS system for the Authority and its Member Agencies.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The Contractor therefore acknowledges and agrees to its affirmative obligation under this Agreement and Applicable Law to timely, accurately, and completely track and report on the Tonnages of Recyclable Materials, Commingled Organics, Commercial Food Scraps, Solid Waste, and other Franchised Materials Collected in the Service Area for the purposes of the Authority's setting of Maximum Rates charged by the Franchised Collector to Subscribers and the Contractor's reporting to each of the Designated Facilities to ensure accurate reporting in RDRS. The Contractor shall therefore provide the jurisdiction of origin data for all Franchised Materials Collected and Delivered to the Designated Facilities and the Contractor shall accurately and timely track, allocate, and report all Franchised Material Tonnage data by jurisdiction of origin and material type Delivered to the Designated Facilities to the Authority. The data provided by the Contractor for each Franchised Material type must reconcile to inbound weight data, by material type, provided by the Contractor to the Designated Facilities. The Authority reserves the right at any time to review the Contractor's data for accuracy and consistency and make any necessary adjustments, and the Contractor shall update its data accordingly and shall timely provide such updates to the Designated Facilities.

The Contractor shall provide the Authority with any and all reports and data that the Executive Director reasonably requires to validate the accuracy of jurisdictional tracking and allocation for Tons of Franchised Materials attributable to the Authority. Additional Contractor reporting obligations relative to AB 901 are further described in Exhibit D.

12.7 CERCLA Reporting

The Authority views its ability to defend itself against CERCLA and related litigation as a matter of great importance. For this reason, the Authority considers its ability to prove where Collected Franchised Solid Waste is taken for Transfer or Disposal as essential. The Contractor shall maintain records that can establish the Disposal location of Collected Franchised Solid Waste. This provision shall survive the expiration or early termination of this Agreement. The Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or early termination of the Agreement. The Contractor shall provide these records to the Authority, upon request or at the end of the record retention period, in an organized and indexed manner rather than destroying or disposing of them.

ARTICLE 13
INDEMNIFICATION, INSURANCE, AND PERFORMANCE BOND

13.1 General Indemnification

The Contractor shall Indemnify, defend with counsel acceptable to the Authority (provided that such acceptance shall not be unreasonably withheld), and hold harmless the Authority, its Member Agencies, and their officers, directors, employees, volunteers, and agents (collectively, "Indemnitees") from and against any and all claims (including challenges to the Authority's authority to enter into this Agreement or to contract for the services required under this Agreement, regardless of the legal theory advanced), liability, loss, injuries, damages, expenses, penalties, and costs (including, without limitation, the Authority and Member Agency staff costs, litigation costs and fees, including attorneys' and expert witness fees incurred in connection with defending against any of the foregoing or in enforcing this Indemnity) of every nature arising out of or in connection with the Contractor's performance or non-performance (including the Contractor's officers, employees, agents, and/or Subcontractors' performance) of this Agreement, including its failure to comply with any of its obligations contained in the Agreement, and any administrative or legal proceedings regarding the actions of the Contractor or its Affiliates that are alleged to violate California Business and Professions Code Sections 17200 *et seq*., or any similar statutory

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provisions under Federal or State law. The foregoing shall not apply to the extent any of the above loss or damage was caused by the active gross negligence or willful misconduct of Indemnitees. The Contractor's duty to Indemnify and defend shall survive the expiration or early termination of this Agreement.

The Authority reserves the right to retain co-counsel at its sole cost and expense, and the Contractor shall direct the Contractor's counsel to assist and take direction from such co-counsel with respect to the Authority's defense.

13.2 Hazardous Substance Indemnification

To the extent allowed by law, the Contractor shall Indemnify, defend with counsel acceptable to the Authority (provided that such acceptance shall not be unreasonably withheld), and hold harmless Indemnitees from and against any and all claims, damages (including, but not limited to, special, consequential, natural resources, and punitive damages), injuries, costs (including, but not limited to, all response, remediation, and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interests, fines, charges, penalties, and expenses (including attorneys' and expert witness fees incurred in connection with defending against any of the foregoing or in enforcing this Indemnity (collectively, "damages")) of any nature whatsoever paid, incurred, suffered by, or asserted against Indemnitees, arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan concerning any Hazardous Substances or Hazardous Waste released, spilled, or disposed of by the Contractor pursuant to this Agreement. Notwithstanding the foregoing, however, the Contractor is not required to Indemnify the Indemnitees against Hazardous Substances or Hazardous Waste claims arising from the Contractor's Delivery of Franchised Materials to a Processing Facility, Disposal Site, or Transfer Facility owned or operated by a third party, unless such claims are a direct result of the Contractor's negligence or willful misconduct. The foregoing Indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e), California Health and Safety Code Section 25364, and the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq*. to defend, protect, hold harmless, and Indemnify Indemnitees from liability, and shall survive the expiration or early termination of this Agreement.

13.3 CalRecycle Indemnification

In addition to any other Indemnity obligations set forth herein, the Contractor agrees to Indemnify, defend, and hold harmless Indemnitees from and against any and all fines and/or penalties imposed by CalRecycle or the Local Enforcement Agency ("LEA"), in proportion to its fault, and subject to other restrictions set forth in California Public Resources Code Section 40059.1, if the requirements of AB 939, SB 1016, AB 341, AB 1826, and/or SB 1383 are not met with respect to the Franchised Materials accepted by the Contractor under this Agreement, and such failure is due to the failure of the Contractor to meet its obligations under this Agreement or due to the Contractor delays in providing information that prevents the Contractor or the Authority from submitting accurate reports required by CalRecycle in a timely manner. The Contractor's duty to Indemnify and defend shall survive the expiration or early termination of this Agreement.

13.4 Environmental Indemnity

The Contractor shall defend, Indemnify, and hold harmless Indemnitees against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, attributable to, and to the extent of the negligence or willful misconduct of the Contractor in handling Unpermitted Waste and/or Excluded Waste. For purposes of

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

clarity, the Contractor is prohibited from Delivering Unpermitted Waste and/or Excluded Waste to Designated Facility(ies) under this Agreement. The Contractor's duty to Indemnify and defend shall survive the expiration or early termination of this Agreement.

13.5 Insurance

The Contractor shall, at its sole cost and expense, maintain in effect, at all times during the Term of this Agreement, not less than the following coverage and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 0413).

2. The most recent editions of Insurance Services Office form number CA 0001 covering Automobile Liability, symbol 1 "any auto" and endorsement CA 0025.

3. Workers' Compensation Employers Liability insurance, as required by California Labor Code Sections 3700 *et seq*.

B. **Minimum Limits of Insurance**. The Contractor shall maintain limits no less than:

1. Commercial General Liability: Ten Million Dollars ($10,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

2. Automobile Liability: Ten Million Dollars ($10,000,000) combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars ($1,000,000) per accident/occurrence.

4. Pollution Legal Liability: Ten Million Dollars ($10,000,000) covering liability arising from the release of pollution at the Approved Maintenance Yard. The Pollution Legal Liability policy shall contain the same endorsements as required for Commercial General Liability.

C. **Deductibles and Retentions.** Regardless of the existence or amount of any deductibles or self-insured retentions that may exist under the Contractor's insurance policies, the Contractor shall provide to the Authority the benefits of policy coverages, so that the policy coverage shall apply starting with the first dollar of any covered defense cost or Indemnity obligation.

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

1. General Liability and Automobile Liability Coverage.

a. The Authority, its Member Agencies, and their officials, directors, employees, volunteers, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; Premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Authority, its Member Agencies, or their officials, directors, employees, volunteers, or agents.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

b. The Contractor's insurance coverage shall be primary insurance as respects: the Authority, its Member Agencies, and their officials, employees, directors, volunteers, and agents. Any insurance or self-insurance maintained by the Authority, its Member Agencies, or their officials, directors, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its Member Agencies, or their officials, employees, volunteers, or agents.

d. Coverage shall state that the Contractor'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 insurers' liability.

e. The Contractor's insurers shall agree to waive all rights of subrogation against Authority, its Member Agencies, and their officials, directors, employees, volunteers, and agents for losses arising from work performed by the Contractor under this Agreement.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Authority, its Member Agencies, and their officials, employees, volunteers, and agents for losses arising from work performed by the Contractor under this Agreement.

E. **Acceptability of Insurers.** The insurance policies required by this Section shall be issued by an insurance company or companies approved to do business in the State of California and with a rating, in the most recent edition of Best's Insurance Reports, of size category VII or larger and a rating classification of A or better, unless the Authority agrees in writing to alternative ratings. To the extent permitted by law, all or any part of the required insurance may be provided under a plan of self-insurance, only if, in the sole discretion of the Authority, the Contractor can provide adequate assurances that the self-insured coverage provides commercially equivalent protection to the Authority, its Member Agencies, and their officials, employees, volunteers, and agents.

F. **Verification of Coverage**. The Contractor shall furnish the Authority with certificate(s) of insurance and with original endorsements affecting coverage required by this clause. The certificates of insurance and endorsements for each insurance policy are to be signed by a Person authorized by the insurer(s) to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to the Authority.

G. **Approved Affiliates and Subcontractors**. The Contractor shall require all Approved Affiliates and Subcontractors performing work in connection with this Agreement to maintain minimum insurance consistent with coverage type, limits, and other requirements specified herein, except as otherwise provided in Exhibit H or approved in writing in advance by the Executive Director. Alternatively, the Contractor may satisfy this insurance obligation by naming Approved Affiliates and/or Subcontractors as additional insureds under the Contractor's policies specified herein (except Workers' Compensation and Employer's Liability).

H. **Required Endorsements.** The Commercial General Liability policy shall contain the following blanket endorsements in substantially the following form:

1. "Thirty (30) Days prior written notice shall be given to the Authority in the event of cancellation of this policy. Such notice shall be emailed from the insurer's(s')

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

authorized representative to Authority@recyclesmart.org, and upon written request by the Executive Director, such notice shall also be submitted in hard copy to:

Executive Director
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Blvd, Suite 320
Walnut Creek, CA 94596"

2. "Inclusion of the Authority and Member Agencies as an additional insureds shall not affect the Authority's or its Member Agencies' rights as respects any claim, demand, suit, or judgement brought or recovered against the Contractor. This policy shall protect the Contractor and the Authority and Member Agencies in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the Contractor's liability as set forth in the policy beyond the amount shown or to which the Contractor would have been liable if only one (1) Party had been named as an insured. The thirty (30) Day notice of cancellation shall be emailed from the insurer's(s') authorized representative to Authority@recyclesmart.org, and upon written request by the Executive Director, such notice shall also be submitted in hard copy to:

Executive Director
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Blvd, Suite 320
Walnut Creek, CA 94596"

I. **Delivery of Proof of Coverage.** Within fifteen (15) Days after the Effective Date, the Contractor shall furnish the Authority with certificate(s) of insurance evidencing each policy of insurance required hereunder, in form and substance satisfactory to the Authority. Such certificates shall show the type and amount of coverage, effective dates, and dates of expiration of policies and shall have all required endorsements. Renewal certificates will be furnished periodically to the Authority to demonstrate maintenance of the required coverages throughout the Term. Furthermore, in the event of a coverage dispute between the Authority and an insurance carrier of the Contractor that names the Authority as an additional insured under this Agreement, the Contractor shall, at the Authority's request, provide the Authority's counsel with the copy of the policy in question.

J. **Other Insurance Requirements.**

1. The Contractor shall comply with all requirements of the insurer's(s') issuing policies. The carrying of insurance shall not relieve the Contractor from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against the Contractor on account of any occurrence related to this Agreement, the Contractor shall promptly report the facts in writing to the insurance carrier and to the Authority.

2. If the Contractor fails to procure and maintain any insurance required by this Agreement, the Authority may take out and maintain, at the Contractor's expense, such insurance as it may deem proper and deduct the cost thereof from any monies due the Contractor.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

13.6 Performance Bond

Within seven (7) Days after the Authority's notification to the Contractor that the Authority has executed this Agreement, the Contractor shall file with the Authority an executed Letter of intent to issue a performance bond confirming the surety's intent to issue the bond required hereunder, which shall be attached as Exhibit K. Within six (6) months prior to the Commencement Date, the Contractor shall file with the Authority a bond, payable to the Authority, securing the Contractor's performance of its obligations under this Agreement; the bond shall replace the letter of intent as Exhibit K. Such bond shall be approved by the Authority and renewed annually, if necessary, so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall initially be Fifteen Million Dollars ($15,000,000) and shall be adjusted every three (3) years, commencing with Rate Year Three, to equal one and one-half (1.5) months of the prior Rate Year's annual Gross Receipts. The bond shall be executed as a surety by a corporation: (i) authorized to issue surety bonds in the State of California; (ii) that has a rating of A or better in Best's Credit Ratings at the time of issuance and any renewals; and, (iii) that has a record of service and financial condition satisfactory to the Authority.

ARTICLE 14
BREACH, DEFAULT, REMEDIES, AND TERMINATION

14.1 Events of Breach

The Contractor's failure to perform any provision of this Agreement shall constitute an Event of Breach. Each of the following shall constitute an Event of Breach that is material ("Material Event of Breach"):

A. **Failure to Maintain Coverage**. The Contractor fails to provide or maintain in full force and affect the Workers' Compensation, liability, or Indemnification coverage, as required by this Agreement.

B. **Violations of Applicable Law**. The Contractor violates Applicable Law relative to this Agreement, provided that Contractor may contest any such orders or filings in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred upon final resolution of the contest or appeal in favor of the Contractor.

C. **Failure to Pay or Report**. The Contractor fails to make any payments to the Authority or its Member Agencies required under this Agreement, and/or refuses to provide Authority with required information, reports, and/or records in a timely manner, as provided for in this Agreement.

D. **Seizure or Attachment.** There is a seizure or attachment of, or levy on, some or all of the Contractor's operating equipment, including, without limitation, its maintenance or office facilities, or any part thereof.

E. **Default of Other Authority Agreement.** If the Contractor or its Affiliate has entered into an agreement with the Authority in addition to this Agreement and is in default under the terms and conditions of such other agreement.

F. **Reserved.**

G. **Reserved.**

H. **Labor Unrest**. Pursuant to Section 2.6, the Contractor fails to perform services as required under this Agreement for any period of time due to labor unrest, including, but not limited to, strike, work stoppage or slowdown, sickout, picketing, or other concerted job action

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

conducted by the Contractor's employees or directed at the Contractor or an Affiliate, contractor, or supplier of the Contractor, or any labor action initiated by the Contractor including, but not limited to, a lockout.

14.2 Contractor's Right to Remedy Breach

For any Material Event of Breach, except for labor unrest, the Authority shall promptly, or as soon as practicable, provide the Contractor with written notice of a Material Event of Breach. Upon written notice, the Contractor shall have ten (10) Days to cure the breach. However, if the Contractor demonstrates that: (a) the breach is curable; and, (b) ten (10) Days is insufficient to cure the breach, then the Contractor shall receive an adequate extension of time to cure the breach, giving due consideration to the nature of the Material Event of Breach and time required to cure.

A Material Event of Breach caused by labor unrest shall not require any written notice by the Authority. Beginning on the first Day of labor unrest, the Contractor shall have ten (10) Days to cure the breach. Labor unrest shall not be allowed any extension of time beyond this initial ten (10) Day cure period.

For all other Events of Breach, the Authority shall promptly, or as soon as practicable, provide the Contractor with written notice of an Event of Breach. Upon written notice, the Contractor shall have thirty (30) Days to cure the breach. However, if the Contractor demonstrates that: (a) the breach is curable; and, (b) thirty (30) Days is insufficient to cure the breach, then the Contractor shall receive an adequate extension of time to cure the breach, giving due consideration to the nature of the Event of Breach and time required to cure.

14.3 Acts Necessary to Perform Service

The Authority's failure to specifically require an act necessary to perform any of the services required under this Agreement and/or comply with law does not relieve the Contractor of its obligation to perform such act, or the service(s) dependent on such act, or comply with all Federal, State, and local law and regulations at all times throughout the Term of this Agreement. To the extent that the Contractor engages or fails to engage in performing an act or service in violation of this Agreement, or fails to comply with any law, and fails to obtain explicit written permission from the Authority in advance, the Contractor shall be solely liable and the Authority shall not be responsible for any payment, compensation adjustments, or administrative support arising from the Contractor's actions or inactions.

In the event of any ambiguity as to the interpretation of the Agreement or the requirements of the Contractor under this Agreement, the Contractor shall be responsible for seeking written clarification and approval from the Authority prior to engaging in actions to resolve ambiguities not otherwise explicitly stated in the Agreement. The Contractor acknowledges that any informal suggestions or recommendations, whether verbal or in writing, made by the Authority to the Contractor shall not be relied upon by the Contractor to the extent such suggestions or recommendations may compromise or inhibit the Contractor's performance under this Agreement or ability to comply with Applicable Law.

The Contractor assumes all liability and responsibility for actions and inactions to perform services under this Agreement in accordance with law and expressly waives any claims against the Authority or use of the Authority's actions or inactions as a legal defense for the Contractor's failure to perform or comply with law in the performance of this Agreement. To the extent the Contractor's noncompliance results in increased costs to the Authority, the Authority shall notify the Contractor, identifying the dollar value of such cost impacts, and the Contractor shall, within thirty (30) Days after written notice from the Authority, remit such costs to the Authority in the form of a direct payment sent or delivered to the Authority or paid

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

to the Authority via an electronic payment method. The Authority retains the right to pursue any remedies specified in this Article in the event of noncompliance, at the Executive Director's sole discretion.

14.4 Event of Default

Each of the following shall constitute an Event of Default, upon which Authority shall promptly, or as soon as practicable, provide the Contractor with written notice of the default:

A. **Failure to Cure Breach.** The Contractor fails to cure an Event of Breach as provided above in Section 14.2.

B. **Repeated Pattern of Breach.** The Contractor demonstrates a pattern of breaches of this Agreement over time, such that the combination of breaches constitutes a material failure by the Contractor to perform its obligations, even if the Contractor cures each individual breach.

C. **Fraud or Deceit**. The Contractor practices, or attempts to practice, any fraud or deceit upon the Authority.

D. **False or Misleading Statements.** The Contractor makes any representation or disclosure to the Authority in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, that proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement. In addition, the Contractor provides a report containing a misstatement, misrepresentation, or data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting typographical and grammatical errors.

E. **Failure to Perform.** Except as provided under Section 14.10, the Contractor fails to provide Collection services as required under this Agreement for a minimum of either two (2) consecutive Business Days or three (3) non-consecutive Business Days within one (1) week. The Authority may give notice of the Contractor's failure to perform verbally by telephone to the Contractor at its principal office, which shall be effective immediately. Written confirmation of such verbal notification shall be sent to the Contractor within twenty-four (24) hours of the verbal notification.

F. **Criminal Activity**. The Contractor, its officer, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Agreement or any other Agreement held with the Authority.

G. **Assignment without Approval**. The Contractor transfers or assigns this Agreement without express written approval by the Authority, unless the assignment is permitted without Authority approval pursuant to Section 16.7.

H. **Insolvency or Bankruptcy**. The Contractor becomes insolvent, unable, or unwilling to pay its debts, a receiver is appointed, or the Contractor's assets are involuntarily assigned, or upon listing of an order for relief in favor of the Contractor in a bankruptcy proceeding.

I. **Failure to Pay Liquidated Damages**. The Contractor fails to pay Liquidated Damages within the ten (10) Day period.

J. **Failure to Provide Adequate Assurances**. The Contractor fails or refuses to provide the Authority with adequate information to establish its ability to perform within thirty (30) Days.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

14.5 Event of Default Not Curable

The Contractor shall have no right to cure an Event of Default.

14.6 Authority's Remedies in the Event of Default

Upon a determination by the Authority that an Event of Default has occurred, the Authority has the following remedies:

A. **Waiver of Default**. The Authority may waive any Event of Default if the Authority determines that such waiver would be in the best interest of the Member Agencies. The Authority's waiver of an Event of Default is not a waiver of future Events of Default that may have the same or similar conditions.

B. **Right to Terminate.** The Authority Board may terminate this Agreement. The Authority Board shall conduct a hearing upon ten (10) Days' written notice to the Contractor to determine if termination is in the best interests of the public health, safety, and welfare of the Authority, its Member Agencies, and their constituents. In the event the Authority Board decides to terminate this Agreement, termination shall be effective within thirty (30) Days, or such other period determined by the Authority Board, after the Authority has given written notice to the Contractor.

C. **Right to Suspend.** The Authority Board may suspend this Agreement, in whole or in part, if the Contractor fails to cure within the time frame specified in Section 14.2, until the Contractor can provide assurance of performance in accordance with Section 14.11.

D. **Right to Possess Property and Perform Services.** In the event that the Authority suspends or terminates the Contractor's services, the Authority shall have the right to take possession of any and all of the Contractor's equipment and other property used or useful in the Collection of Franchised Materials, and the Billing and collection of fees for those services, for the use of such property to provide the services that the Contractor would otherwise be obligated to perform pursuant to this Agreement. The Authority shall have the right to retain the possession of the Contractor's property and provide such services until the Contractor remedies the default or substitute services can be provided by another contractor. If the Authority retains possession of the Contractor's equipment or other property after the period of time for which the Contractor has already been paid by means of Billings issued in advance of providing service for the services involved, the Contractor shall be entitled to the reasonable rental value of such property (which shall be offset against any damages due the Authority for the Contractor's default). The Contractor shall furnish the Authority with immediate access to all of its business records related to its Subscribers and Billing of accounts for Collection services.

1. The Contractor agrees that, in such event, and if the Authority so requests:

    a. It will keep in good repair and condition all property that the Authority has taken possession of, provide all motor vehicles with fuel, oil, and other service, and provide such other services as may be necessary to maintain said property in operational condition.

    b. It will, subject to provisions of any labor agreements then in effect, furnish the Authority the services of any or all management or office personnel employed by the Contractor whose services are necessary or useful for Franchised

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Materials Collection and Transport operations and for the Billing and collection of fees for those services.

2. The Authority has no obligation to maintain possession of the Contractor's property and/or continue its use in Collecting Franchised Materials for any period of time and may, at any time, in its sole discretion, relinquish possession to the Contractor. However, the Authority agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

3. Except as otherwise expressly provided herein, the Authority's exercise of its rights under this Section: (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of the Authority to the Contractor; and, (iii) does not exempt the Contractor from the Indemnity provisions of Article 13, which are meant to extend to circumstances arising under this Section, provided that the Contractor is not required to Indemnify the Authority against claims and damages arising from the sole negligence of the Authority and/or its Member Agencies, officers, directors, employees, volunteers, and agents in the operation of Collection vehicles during the time the Authority has taken possession of such vehicles. However, the Authority reserves the right to purchase the Contractor's property utilized in the performance of this Agreement for and based upon current and reasonable market values accepted within the Contractor's industry.

E. **Other Available Remedies**. The Authority's election of one (1) or more remedies described herein shall not limit the Authority from any and all other remedies at law and in equity, such as a right to immediately contract with another service provider.

14.7 Specific Performance

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

14.8 Authority's Remedies Cumulative

The Authority's rights to suspend or terminate this Agreement, to obtain specific performance, and to perform under this Article are not exclusive, and the Authority's exercise of one (1) such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that the Authority may have, including a legal action for damages or imposition of Liquidated Damages under Section 14.9 and Exhibit F.

14.9 Liquidated Damages

The Parties agree that, as of the time of execution of this Agreement, it is impractical and extremely difficult to reasonably ascertain the extent of damages that Authority and its Member Agencies will suffer as a result of a breach by the Contractor of its obligations under this Agreement. The Parties acknowledge that consistent and reliable Collection, Transfer, Transport, Processing, Diversion, and Disposal services are of utmost importance to the Authority, its Member Agencies, and their constituents. The Parties further recognize that some quantifiable standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. Therefore, without prejudice to the Authority's right to treat such non-performance as an Event of Breach or Event of Default, and in addition to any other remedies provided for in this Agreement, except as otherwise provided in Section 14.10, the Authority

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

may assess Liquidated Damages for the Contractor's failure to meet specific performance standards, and the Contractor agrees to pay the Liquidated Damages amounts specified in Exhibit F. Liquidated Damages are paid as damages, and not as a penalty. The Parties agree that the amounts set forth in Exhibit F represent a reasonable estimate of the amount of the damages that the Authority and its Member Agencies will suffer for the specified breaches, considering all of the circumstances existing on the date of this Agreement.

A. **Written Notice.** Prior to assessing Liquidated Damages, the Authority shall give the Contractor written notice of its intention to do so. The notice shall include a brief description of the incident(s)/non-performance giving rise to the damages. Within three (3) Days after receiving the notice of intent, the Contractor shall have the right to request that the Authority meet and confer regarding the notice of intent and the Parties should promptly meet and confer in good faith.

B. **Assessment.** The Authority shall assess Liquidated Damages and provide the Contractor with a written explanation of its determination for each incident(s)/non-performance. The Authority may assess Liquidated Damages for each Day or incident of non-performance of the obligations of the Agreement for which a Liquidated Damage can be assessed in accordance with Exhibit F, Section 2. The decision of the Executive Director or designee shall be final, and subject only to the right to appeal the imposition of the Liquidated Damages to the Authority Board when the amount imposed exceeds Ten Thousand Dollars ($10,000) per month in total for multiple events of non-performance. After such appeal, it is deemed the Contractor has exhausted all required administrative remedies.

C. **Payment.** The Contractor shall pay any Liquidated Damages assessed by the Authority within ten (10) Days after they are assessed. If they are not paid within the ten (10) Day period, the Authority may proceed against the performance bond required by this Agreement and treat such failure as an Event of Default, subject to the remedies in this Article.

D. **Corrective Action Process.** Should the Executive Director determine that the Contractor is noncompliant with the provision(s) of this Agreement, as provided in Subsection 3 of Exhibit F, the Executive Director may initiate the corrective action process specified herein. The Executive Director shall provide notice to the Contractor in writing regarding the specific area(s) of ongoing noncompliance and may suggest corrective actions required to achieve and remain in compliance. Within fifteen (15) Days after provision of the notice, the Contractor will submit a payment of Two Thousand Five Hundred Dollars ($2,500.00) to the Executive Director to reimburse the Authority for costs incurred during the corrective action process.

The Executive Director may develop a Corrective Action Plan, or may require the Contractor to develop a Corrective Action Plan for Executive Director approval; provided, however, a Corrective Action Plan shall not be effective (and neither Party shall be bound thereto) unless and until agreed to by both Parties, as determined by each Party in its reasonable discretion. In the event the Parties are unable to mutually agree on a Corrective Action Plan, the Contractor shall bear all costs associated with the mediation portion of any dispute resolution related to a Corrective Action Plan. Any approved and adopted Corrective Action Plan shall fully identify the specific performance area(s) requiring correction, and shall specify at a minimum the specific tasks, schedule, milestone steps, budget, and Contractor and Subcontractor responsibilities by function and position, in such detail as is necessary to provide for clear and unambiguous resolution of the issue(s). If the Executive Director develops a Corrective Action Plan, the Contractor shall provide any comments on that draft Corrective Action Plan within fifteen (15) Days of receipt. Should the Executive Director

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

require the Contractor to develop a Corrective Action Plan, the Contractor shall submit the draft Plan within thirty (30) Days after such notice and shall submit a final Plan within fifteen (15) Days after receipt of Authority comments on the draft Corrective Action Plan.

The Executive Director shall inform the Board upon notifying the Contractor of its intention to initiate a corrective action process and shall keep the Board apprised of progress in resolving the issue(s) identified in the Corrective Action Plan. Failure to meet the mutually agreed upon Corrective Action Plan development or review timelines specified in the previous paragraph, meet the Corrective Action Plan schedule or to demonstrate good faith effort to do so, or demonstrate achievement of compliance within the specified schedule will result in an Executive Director recommendation to the Board to assess a penalty of up to One Thousand Dollars ($1,000) per Day until compliance is achieved. Continued failure to fully mitigate the area(s) of noncompliance, as provided in the Corrective Action Plan, shall constitute an Event of Breach, as provided in Section 14.1, subject to the cure provisions of Section 14.2.

The Contractor is solely responsible for all costs it incurs during the corrective action process described in this Section, and such costs shall not be reimbursed through the Maximum Rates charged to Subscribers.

14.10 Excuse from Performance

In the event that a Party is prevented from performing all or some of its obligations under this Agreement by an Uncontrollable Circumstance, it shall not constitute an Event of Breach or Event of Default of, or otherwise form the basis to assess Liquidated Damages under, this Agreement, so long as the Party in good faith has used its best efforts to perform its respective obligations. The Party claiming excuse from performance shall, within five (5) Days after such Party has notice of the effect of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Specifically, such information shall include the following:

A. The Uncontrollable Circumstance and the cause thereof (to the extent known).

B. The date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the Party's performance of its obligations hereunder will be delayed.

C. Potential mitigating actions that might be taken by either Party and any areas where costs might be reduced and the approximate amount of such cost reductions.

In the event that either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

In no event shall the Contractor be excused from performance of a payment obligation under this Agreement.

14.11 Right to Demand Assurances of Performance

If the Authority believes in good faith that the Contractor's ability to perform under this Agreement has been placed in substantial jeopardy, the Authority may require that the Contractor provide reasonable assurances that none of the events listed below will prevent the Contractor from timely and proper performance of its obligations under this Agreement. Such events include, but are not limited to:

A. The Contractor or an Affiliate is the subject of any labor unrest, including work stoppages or slowdown, sickout, picketing, or other concerted job action affecting this Agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

B. The Contractor or an Affiliate appears, in the Authority's reasonable judgment, unable to regularly pay its bills as they become due.

C. The Contractor or an Affiliate is the subject of a civil or criminal judgment or order entered by a Federal, State, regional, or local agency for violation of a law that may affect performance under this Agreement, including, but not limited to, environmental laws or laws related to fraud and malfeasance of public contracts.

If the Contractor fails or refuses to provide the Authority with adequate information to establish its ability to perform within thirty (30) Days, such failure or refusal shall be an Event of Default for the purposes of Section 14.4.

14.12 Waiver of Defenses

In order to ensure uninterrupted vital public services, except as provided in Section 14.10, the Contractor acknowledges that it is solely responsible for providing the services described herein, and hereby irrevocably waives the following defenses to the payment and performance of its obligations under this Agreement: (i) any defense based upon failure of consideration, contract of adhesion, impossibility or impracticability of performance, commercial frustration of purpose; or, (ii) the existence, non-existence, occurrence, or non-occurrence of any foreseen or unforeseen fact, event, or contingency that may be a basic assumption of the Contractor with regard to any provision of this Agreement.

14.13 Guaranty of Contractor's Performance

The Guarantor has agreed to guaranty the Contractor's performance of this Agreement, including the Contractor's Indemnification obligations hereunder, pursuant to a Guaranty Agreement in the form attached as Exhibit L. The Guaranty Agreement is provided to the Contractor concurrently with this Agreement.

ARTICLE 15
RESOLUTION OF DISPUTES

15.1 Cooperation and Disputes Between Contractors

The Contractor shall fully comply with its obligations to Deliver Franchised Materials to Designated Facilities. In the event of disputes between the Contractor and the Designated Facility(ies), either party may provide written notice of the dispute to the Authority and the other party that includes a summary of the dispute, the Section(s) of the Agreement or agreements the asserted dispute arises from, an estimate of the asserted financial implications to the Contractor, and a proposed resolution. Contactor agrees to timely meet and confer directly with the Designated Facility(ies) in good faith to resolve the dispute for thirty (30) Days following the initial notice to the Authority and the other party, or a longer period if mutually agreed between the parties. If, at the end of this meet and confer period, the Contractor and Designated Facility(ies) have met and conferred in good faith but have not resolved the dispute, either party may notify the Authority and the Authority shall follow the dispute resolution procedures provided in Section 15.2, 15.3, and 15.4, as well as any applicable provisions of the other party's contract with Authority. In the event of a dispute, the Contractor shall continue performance of the Contractor's obligations under this Agreement and shall attempt to continue to resolve that dispute in a cooperative manner including, but not limited to, negotiating in good faith.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

15.2 Informal Resolution

Should a dispute arise with respect to the performance and obligations of the Parties hereunder at any time during the Term of this Agreement, the provisions of this Article shall apply. Either Party shall give the other written notice of such dispute. Such notice shall specify a date and location for the Parties to meet and confer in good faith to resolve any dispute that may arise in a cooperative and mutually satisfactory manner. The Parties shall attempt to resolve their disputes informally to the maximum extent possible.

15.3 Mediation

In the event the Parties cannot resolve such dispute within thirty (30) Days after the notice provided pursuant to Section 15.2, either Party may propose the appointment of a mediator for advice and non-binding mediation, and the other Party shall attend such mediation. If the mediator is unable to reach a determination as to the matter in dispute in a manner acceptable to the Parties hereto within thirty (30) Days after the mediation, then either Party may refer the matter to a court of competent jurisdiction.

15.4 Pendency of Dispute

During the pendency of any dispute under this Article, all applicable time periods directly related to the dispute shall not be tolled. In addition, the pendency of any dispute shall not stay or affect the Authority's remedies under this Agreement, including, but not limited to, the Authority's rights to terminate, suspend, or take possession of the Contractor's property.

ARTICLE 16
OTHER AGREEMENTS OF PARTIES

16.1 Relationship of Parties

The Parties intend that the Contractor shall perform the services required by this Agreement as an independent contractor engaged by the Authority. Nothing in this Agreement shall be deemed to constitute either Party an employee, partner, joint venturer, officer, agent, or legal representative of the other Party or to create any fiduciary relationship between the Parties. Neither the Contractor nor its officers, employees, Subcontractors, Affiliates, or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to Authority employees by virtue of the Contractor's Agreement with the Authority.

16.2 No Third-Party Beneficiaries

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of the terms of this Agreement.

16.3 Compliance with Law

In providing the services required under this Agreement, the Contractor shall, at all times, comply with all Federal, State, and local laws and regulations now in force and as may be enacted, issued, or amended during the Term.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

16.4 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

16.5 Jurisdiction

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Contra Costa County in the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Contra Costa County. Nothing in this Agreement shall be construed to limit the rights of either Party to seek judicial review of or remedies for any alleged breach of this Agreement by either Party.

16.6 Notice to Parties

All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or by deposit in U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) Days after deposit. A Party may change the address to which notice is given by giving notice as provided herein.

To the Authority:

Executive Director
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Blvd, Suite 320
Walnut Creek, CA 94596

To the Contractor:

General Manager
Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County d/b/a Republic Services of Contra Costa County
441 North Buchanan Circle
Pacheco, CA 94533

16.7 Assignment and Transfer of Agreement

Neither Party shall assign its rights or delegate, subcontract, or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

A. **Assignment.** For purposes of this Section, when used in reference to the Contractor, "Assignment" shall include, but not be limited to: (i) a sale, exchange, or other transfer of greater than fifty percent (50%) of all of the Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of outstanding common stock of the Contractor to a third party provided said sale, exchange, or transfer may result in a change of control of the Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back arrangement, or

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

other transaction that results in a change of ownership or control of the Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of the Contractor's property, or transfer occurring in the event of a probate proceeding; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) that has the effect of any such transfer or change of ownership, or change of control of the Contractor.

B. **Vital Service.** The Contractor acknowledges that this Agreement involves rendering a vital service to the Member Agencies' residents and businesses, and that the Authority has selected the Contractor to perform the services specified herein based on: (i) the Contractor's experience, skill and reputation for conducting its materials management operations in a safe, effective, and responsible fashion, at all times in keeping with law, regulations, and good materials management practices; and, (ii) the Contractor's financial resources to maintain the required equipment and to support its Indemnity obligations to the Authority under this Agreement. The Authority has relied on each of these factors, among others, in choosing the Contractor to perform the services to be rendered by the Contractor under this Agreement.

C. **Written Consent.** If the Contractor requests the Authority's consideration of and written consent to an Assignment, the Authority may deny or approve such request in its complete discretion. Under no circumstances shall any proposed Assignment be considered by the Authority if the Contractor is in default at any time during the period of consideration.

D. **Requirements.** No request by the Contractor for consent to an Assignment need be considered by the Authority unless and until the Contractor has met the following requirements. However, the Authority may, in its sole discretion, waive one (1) or more of these requirements:

1. The Contractor shall pay a good faith deposit to the Authority for the Authority's actual expenses for attorneys', consultants', and accountants' fees, staff time, and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any document required as a condition for approving any such Assignment, including the performance of a Compliance Audit, as provided in Section 16.9. Such payment shall be required regardless of the ultimate determination of the Authority regarding the approval or denial of the Assignment. Upon submittal of the Contractor's request for Assignment to the Authority, the Contractor shall submit an initial non-refundable deposit of One Hundred Twenty-Five Thousand Dollars ($125,000) for this purpose, which shall be adjusted annually by the Annual Percentage Change in CPI-U, and such amount shall not be reimbursed through Maximum Rates charged to Subscribers**.**

2. The Contractor shall furnish the Authority with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

3. The Contractor shall furnish the Authority with satisfactory proof of the following: (i) the proposed assignee has at least ten (10) years of Solid Waste, Recyclable Materials, and/or Organic Materials management experience on a scale equal to or exceeding the scale of operations conducted by the Contractor under this Agreement; (ii) in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any Federal, State or local agency having jurisdiction over its materials management operations due to, in the Authority's sole and reasonable discretion, any

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

material or significant failure to comply with State, Federal, or local waste management laws and that the assignee has provided the Authority with a complete list of such citations and censures; (iii) the proposed assignee has, at all times, conducted its operations in an environmentally safe and conscientious fashion; (iv) the proposed assignee conducts materials management practices in full compliance with all Federal, State, and local laws regulating the transfer and transport of all Soild Waste, including Hazardous Waste; and, (v) any other information required by the Authority to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe, and effective manner.

E. **Records.** The Contractor shall provide the Authority with any and all additional records or documentation which, in the Authority's sole determination, would facilitate the review of the proposed Assignment.

F. **Transfer Fee.** On the date the Authority provides notice to the Contractor that the Authority intends to approve the Contractor's written request for an Assignment, the Contractor shall pay the Authority a transfer fee in the amount of ten percent (10%) of the Gross Receipts for the most-recently-completed Rate Year, and such amount shall not be reimbursed through Maximum Rates charged to Subscribers. The Authority's approval of such an Assignment shall be conditioned on the receipt of the transfer fee.

G. **Authority Assignment.** Any assignment by the Authority may only be made to a different or successor joint powers agency, a Member Agency or Agencies, or similar public corporation. While nothing in this Agreement is intended to prevent the Authority from assigning its rights and obligations under this Agreement to a different or successor joint powers authority organized for the purpose of dealing with materials management matters on a county-wide or regional basis, such an assignment may occur without prior written consent of the Contractor only where the Authority or all of its Member Agencies become members of that successor or new authority or agency. If the Authority requests consideration of and consent to an assignment (other than to a different or successor county-wide or regional joint powers agency as described above), the Contractor may deny or approve such request. The Contractor may request that the proposed assignee of the Authority provide such documents, resolutions, and ordinances that may be necessary for the Contractor to properly evaluate assignment to the proposed assignee. Nothing in this Section is intended to limit the Authority's discretion in allowing for new Member Agencies or altering the present composition of the Authority; however, such changes in composition or membership shall not affect the Service Area or mode of operation to which this Agreement applies.

H. **Withdrawal by Member Agency.** In the event a Member Agency seeks to withdraw from the Authority before the end of the Agreement's Term, the Member Agency's withdrawal is conditioned upon its consent to Assignment of this Agreement, as well as the respective obligations of the Authority as it pertains to the Member Agency's jurisdictional area. The act of withdrawal shall also operate as the Authority's consent to Assignment of its respective rights and obligations under this Agreement to the withdrawing Member Agency. Any additional terms and conditions of withdrawal, as well as the details of assuming the specific obligations of this Agreement, shall be governed by the provisions of the Authority's Joint Powers Agreement, as amended, and the decisions of the Authority Board.

16.8 Future Procurement and Transition to Next Contractor

The Contractor acknowledges it is of the utmost importance, as a matter of public policy, for any future procurement processes undertaken by the Authority to be informed by the most complete and accurate data available at the time of the issuance of any such request for proposals and the Contractor agrees it

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

shall in no way limit, hinder, or otherwise interfere with or frustrate the Authority's ability to provide such data to prospective proposers. The Contractor therefore agrees it shall timely provide full and complete data and records to the Authority to facilitate any such future procurement process and shall assert no claims that any such data is otherwise confidential, proprietary, or otherwise a protected trade secret(s), in accordance with Subsection 12.5.C. Further, to the extent that the transition of services to another contractor occurs through expiration of the Term, default and termination, or otherwise, then the Contractor will cooperate with Authority and subsequent contractor(s) to assist in an orderly transition, which will include the Contractor providing Route lists and detailed account and Billing information, upon which the Contractor shall not assert any claim of confidential, proprietary, trade secret, or similar status in accordance with Subsection 12.5.C. The Contractor may, but is not obligated to, sell its vehicles or equipment to the next contractor.

16.9 Compliance Audit

In the event the Contractor has requested the Authority's consideration of an Assignment, as provided in Section 16.7 or, if, in the Authority's sole determination, there is any doubt regarding the compliance of the Contractor with this Agreement, the Authority may require an audit of the Contractor's compliance and the costs of such an audit shall be paid by the Contractor in advance of the performance of said audit. This Audit is in addition to the Performance Review described in Section 11.2.

16.10 Binding on Successors

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

16.11 Non-Waiver

Failure of either Party to exercise any of the remedies set forth herein within the time periods provided for shall not constitute a waiver of any rights of that Party with regard to that failure to perform or subsequent failures to perform, whether determined to be a breach, excused performance, or unexcused defaults, by the other Party.

ARTICLE 17
MISCELLANEOUS PROVISIONS

17.1 Entire Agreement

This Agreement, including the Exhibits and any attachments or appendices, represents the full and entire Agreement between the Parties with respect to the matters covered herein.

17.2 Amendment

Except as provided in Section 17.10, neither this Agreement nor any provision hereof may be changed, modified, amended, or waived, except in written agreement duly executed by and between the Authority and the Contractor.

17.3 Section Headings

The Article and Section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

17.4 References to Laws

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

17.5 Interpretation

This Agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

17.6 Severability

If any clause, provision, Subsection, Section, or Article of this Agreement is for any reason deemed to be invalid and unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such portion shall not affect any of the remaining parts of this Agreement, which shall be enforced as if such invalid or unenforceable portion had not been contained herein.

17.7 Further Assurance

Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

17.8 Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original.

17.9 Exhibits

Each of the Exhibits identified as Exhibits A through R are attached hereto and incorporated herein and made a part hereof by this reference.

17.10 The Authority's Right to Make Administrative Changes

The Contractor acknowledges that the Authority drafted and negotiated this Agreement with the aim of maintaining uniformity and consistency across all its service agreements with its contractors and ensuring that interdependent and/or interrelated provisions among or across the service agreements do not conflict. The Contractor hereby grants the Authority the unilateral right to make administrative and/or non-material changes to this Agreement (e.g., to align the use of defined terms, to reflect the names and addresses of facilities, to correct inadvertent ambiguity) after it is executed by the Contractor for a period of ninety (90) Days. Such changes will not require mutual consideration and are not intended to uniquely benefit or disadvantage any one (1) contractor or the Authority. The Authority shall provide written notice of any changes made to this Agreement by the Authority pursuant to this Section within thirty (30) Days following any such change in accordance with this Section. The Authority’s changes will be made in the form of a restated Agreement that will be limited to the administrative changes mentioned in this Section. The Authority and the Contractor shall each promptly execute such restated Agreement; the Contractor shall not interfere with, frustrate, or otherwise delay execution of such restated Agreement made in accordance with this Section.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

17.11 Electronic Signatures

The Parties hereby agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents, are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

17.12 Actions of the Authority in its Governmental Capacity

Nothing herein shall be interpreted as limiting the right of the Contractor to bring any legal action against the Authority arising out of any act or omission of the Authority in its governmental or regulatory capacity.

IN WITNESS WHEREOF, the Authority and the Contractor have executed this Agreement as of the Day and year first above written.

Authority

By: DocuSigned by: 0D5DB003849E4CB...
Board Chairperson

Candace Andersen
Printed name

CONTRACTOR

By: DocuSigned by: Yasser Brenes 6B6111E6A13448D...
Area President

Yasser Brenes
Printed name

Approved as to Form:

By: DocuSigned by: EC98216F05F4ADB...
Authority Legal Counsel

Deborah L. Miller
Printed name

Approved as to Form:

By: DocuSigned by: E35677900E8744C...
Contractor Legal Counsel

Scott Gordon
Printed name

Attest:

By: Signed by: 5AE1579DF735493...
Board Secretary

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341," approved by the Governor of the State of California on October 5, 2011, as amended, supplemented, superseded, and replaced from time to time.

"AB 827" means Assembly Bill 827, approved by the Governor of the State of California on October 2, 2019, which amended Sections 42649.1, 42649.2, 42649.8, and 42649.81 of the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 901" means Assembly Bill 901, approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of; amended, renumbered, and added Section 41821.6 of; and, added Sections 41821.6 to, the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 *et seq*.), approved by the Governor of the State of California on September 29, 1989, as amended, supplemented, superseded, and replaced from time to time.

"AB 1201" means Assembly Bill 1201, approved by the Governor of the State of California on October 5, 2021, which amended Sections 42356, 42356.1, and 42357 of, and amended the heading of Chapter 5.7 (commencing with Section 42355) of Part 3 of Division 30 of, the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 1594" means Assembly Bill 1594, approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the California Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 1669" means Assembly Bill 1669, approved by the Governor of the State of California on September 30, 2016, which amended California Labor Code Sections 1070 through 1076 with respect to the hiring of displaced employees under service contracts for the collection and transportation of solid waste, as amended, supplemented, superseded, and replaced from time to time.

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," approved by the Governor of the State of California on September 28, 2014, as amended, supplemented, superseded, and replaced from time to time.

"AB 2176" means the Large Venue Recycling Act (an act to amend Section 42911 of, and to add Chapter 12.7 (commencing with Section 42648) to Part 3 of Division 30 of, the California Public Resources Code, relating to Recycling), also commonly referred to as "AB 2176," approved by the Governor of the State of California on September 29, 2004, as amended, supplemented, superseded, and replaced from time to time.

"Accept" or **"Acceptance"** (or other variations thereof) means the receipt and acceptance of Delivered Franchised Material by an Approved Facility or Designated Facility, which results in a transfer of ownership of any Franchised Material from the Contractor to the Approved Facility or Designated Facility.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"Advanced Clean Fleets Regulation" means 13 CCR Sections 2013, 2013.1, 2013.2, 2013.3, 2013.4, 2014,2014.1, 2014.2, 2014.3, 2015, 2015.1, 2015.2, 2015.3, 2015.4, 2015.5, 2015.6, and 2016, as amended, supplemented, superseded, and replaced from time to time.

"Affiliate" means any Person, corporation, or other entity directly or indirectly controlling or controlled by another Person, corporation, or other entity or under direct or indirect common management or control with such Person, corporation, or entity. As between any two (2) or more Persons or entities, when ten percent (10%) of one (1) is owned, managed, or controlled by another, they are hereunder Affiliates of one another. In a joint venture, each party to the joint venture may have their own Affiliate.

"Agreement" means this Agreement for Collection services between the Authority and the Contractor, including all Exhibits, Attachments, and any future amendments hereto.

"Allowable" or **"Allowed"** (or other variations thereof) means the type of materials that are permitted to be placed by Generators in each of the different Source Separated Containers to maximize Acceptance by the Approved Facilities and Designated Facilities. Allowable materials may include limited materials that are considered Contaminants, in order to facilitate ease of set out and containment of materials by Generators.

"Anaerobic Digestion" means a method of treatment in which Organic Materials are biologically decomposed in an enclosed chamber using microorganisms to break down biodegradable material, normally in the absence of oxygen, and converted into renewable energy by producing biogas and digestate.

"Annual Percentage Change" means the annual percentage change in any of the indices defined in this Agreement, calculated as described in the following paragraph.

The Annual Percentage Change for a cost index shall be calculated as the Average Index Value for the most recently available twelve- (12-) month period of the then-current Rate Year minus the Average Index Value for the corresponding twelve- (12-) month period of the most-recently-completed Rate Year, the result of which shall be divided by the Average Index Value for the same twelve- (12-) month period of the most recently completed Rate Year. The Annual Percentage Change shall be rounded (up or down) to the nearest thousandth ($1{,}000^{th}$).

For example, if the Contractor is preparing its Rate application in January of 2028 for Rates to be effective for Rate Year Two and is using the CPI-U, the Annual Percentage Change in CPI-U shall be calculated as follows: [(Average Index Value CPI-U for January 2027 through December 2027) – (Average Index Value CPI-U for January 2026 through December 2026)] / (Average Index Value CPI-U for January 2026 through December 2026)].

"Applicable Law" means all Federal, State, and local laws, regulations, rules, orders, judgments, permits, or approvals related to, or other requirements of any governmental body having jurisdiction over, the Collection, Transfer, Transport, Processing, Diversion, and Disposal of Solid Waste, Recyclable Materials, Organic Materials, C&D, Unpermitted Waste, and/or Excluded Waste that are in force on the Effective Date and as they may be enacted, issued, or amended during the Term of this Agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"Approved Affiliate" means the Affiliates listed in Exhibit H that provide services, property, or other support related directly or indirectly to this Agreement.

"Approved Alternate Facility(ies)" means the Richmond Hauling Division at 1 Parr Blvd., Richmond, California 94801, which is owned and operated by Richmond Sanitary Service, Inc. d/b/a Republic Services of Richmond, a California corporation. The Approved Alternate Facility(ies) shall serve as a back-up facility for the Approved Maintenance Yard in the event the Approved Maintenance Yard is unavailable.

"Approved Facility(ies)" means those facilities owned and/or operated by the Contractor that are the subject of this Agreement and approved by the Authority for use by the Contractor in the performance of services under this Agreement.

"Approved Maintenance Yard" means the Contra Costa Hauling Division at 441 N. Buchannan Circle, Pacheco, California 94553, which is owned and operated by Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County d/b/a Republic Services of Contra Costa County. The Approved Maintenance Yard shall serve as the primary Maintenance Yard for maintenance of equipment and vehicles required under this Agreement.

"Authority" or **"The Authority"** means the Central Contra Costa Solid Waste Authority or its Executive Director.

"Authority Board" or **"Board"** means the duly elected representatives from each Member Agency's governing body or its successor municipal governing body of the Authority.

"Authority Reimbursements" means the fixed and/or per-Ton amounts or percentages that the Authority may require Contractor to pay the Authority in consideration for the exclusive rights provided in Section 2.1; the administration and compliance with State law requirements, including the Source Reduction and Recycling Elements and Non-Disposal Facility Elements of AB 939; the management and administration of programs and services related to solid waste diversion and disposal; the management and administration of the rights, privileges, and services under this Agreement and the other service agreements; and the Tipping Fees and other payments to the Recyclables Contractor, Organics Contractor, Commercial Food Scraps Contractor, Reuse Contractor, Transfer Contractor, Disposal Contractor, Mixed Waste Contractor and other related Authority contractors for services directly and indirectly related to this Agreement.

"Average Index Value" means the sum of the monthly index values during the most recently available twelve- (12-) month period divided by twelve (12) (in the case of indices published monthly) or the sum of the bi-monthly index values during the most recently available twelve- (12-) month period divided by six (6) (in the case of indices published bi-monthly).

"Bill(s)" or **"Billing(s)"** means any and all statements of charges for services rendered, howsoever made, described, or designated by the Contractor, or made by the Authority or others for the Contractor, pursuant to the terms and conditions of this Agreement.

"Bin(s)" means a Container with a capacity of one (1) to eight (8) cubic yards and a hinged lid. Bins may or may not have wheels.

"Bulky Items" means discarded appliances, furniture, tires, carpets, mattresses, and similar large items that require special Collection due to their size that can be Collected by two (2) Persons without the

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle Load limits. Bulky Items do not include abandoned automobiles, large auto parts, or trees.

"Business Days" means Days during which the Authority offices are open to do business with the public.

"CALGreen" means the California Green Building Standards Code, Part 11, Title 24, of the CCR, as amended, supplemented, superseded, and replaced from time to time, and including, but not limited to, any implementing local regulations related to CALGreen that are included in any Member Agency Municipal Code.

"California Code of Regulations (CCR)" means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

"CalRecycle" means California's Department of Resources Recycling and Recovery.

"CARB" means the California Air Resources Board.

"Cart(s)" means a plastic Container with a hinged lid and wheels with varying capacities ranging from twenty (20) to ninety-six (96) gallons.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9600 *et seq*.).

"Change in Law" means any of the following events or conditions:

A. The enactment, adoption, promulgation, issuance, modification, elimination, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date.

B. The order or judgment of any Federal, State, or local governmental body having jurisdiction over the Collection, Transfer, Transport, Processing, Composting, Diversion, or Disposal of Solid Waste, Recyclable Materials, Organic Materials, C&D, Unpermitted Waste, and/or Excluded Waste, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission, or lack of reasonable diligence of the Authority or the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error, or omission or lack of reasonable diligence.

"Collect" or **"Collection"** (or other variations thereof) means the act of removing Franchised Materials from the place of generation within the Service Area and Delivering such materials to an Approved Facility or Designated Facility.

"Commencement Date" means March 1, 2027, or the date when the Contractor shall begin to provide all services set forth in this Agreement.

"Commercial" means of, from, or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, institutions,

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

manufacturing and industrial operations, and including hotels, motels, and other similar Premises, and any and all facilities operated by governmental entities within the Service Area, but excluding businesses conducted upon Residential Premises that are permitted under applicable zoning regulations and are not the primary use of the property.

"Commercial Edible Food Generator" includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

"Commercial Food Scraps" means, when used together, Food Scraps and Allowable Food-Soiled Paper that are separated from Solid Waste by Commercial Generators and set out in accordance with the Authority's Collection program. Commercial Food Scraps does not include Unpermitted Waste, Excluded Waste, or other Franchised Materials. Allowable Commercial Food Scraps includes, at a minimum, the materials listed in Exhibit C-1 that may be replaced by a list posted by the Authority's Executive Director, in their sole discretion, from time to time and provided to the Contractor.

"Commercial Food Scraps Contractor" means the contractor to the Authority at any given time during the Term of this Agreement that is responsible for Pre-Processing of Commercial Food Scraps at the Designated Commercial Food Scraps Pre-Processing Facility. The Parties acknowledge that this entity may be selected by the Authority after the execution of this Agreement and the Authority shall notify the Contractor of the Commercial Food Scraps Contractor within thirty (30) Days after the effectiveness of the contract with the initial Commercial Food Scraps Contractor and upon any change in the Designated Commercial Food Scraps Pre-Processing Facility and/or Commercial Food Scraps Contractor.

"Commingled Organics" means Food Scraps, Food-Soiled Paper, and Yard Trimmings that are separated from Solid Waste by Generators and set out in accordance with the Authority's Collection program. Commingled Organics does not include Unpermitted Waste, Excluded Waste, or other Franchised Materials. Commingled Organics includes, at a minimum, the materials listed in Exhibit C-1, which may be replaced by a list posted by the Authority's Executive Director, in their sole discretion, from time to time and provided to the Contractor.

"Compactor" means a mechanical apparatus that compresses materials to reduce their volume.

"Complete Route" means any Route that, at the end of the scheduled Collection Day, is not considered an Incomplete Route.

"Compost" or **"Composting"** (or other variations thereof) means a method of treatment in which Organic Materials are biologically decomposed under controlled aerobic conditions to produce a safe and nuisance-free Compost Product.

"Compost Product" means the product resulting from the controlled biological decomposition of Organic Materials that are Source Separated from Solid Waste or separated at a centralized Composting Facility and has met the standards outlined in 14 CCR Sections 17868.1 through 17868.5.

"Compostable Plastic(s)" means plastic materials that meet Biodegradable Products Institute (BPI) standards for certification.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"Construction and Demolition Debris" or **"C&D"** means Discarded Materials removed from Premises during the construction or renovation of a structure as a result of construction, remodeling, repair, or demolition operations on any Residential or Commercial building or other structure, including pavement. Typically, building or other modification Permits are required for Premises during construction or renovation; however, a property owner's failure to secure Permits shall not change the way materials from such projects are defined herein.

"Container(s)" means a receptacle for temporary storage of Discarded Materials. Containers include, but are not limited to, Bins, Carts, Compactors, Drop Boxes, kitchen pails for Commingled Organics, and Used Oil Recovery Kits.

"Contaminant(s)" (or other variations thereof) means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as Allowable Recyclable Materials in the Authority's Collection program or by the Designated Recyclable Materials Processing Facility, as identified in Exhibit C-1; (ii) Discarded Materials placed in the Commercial Food Scraps Container that are not identified as Allowable Commercial Food Scraps in the Authority's Collection program or by the Designated Commercial Food Scraps Pre-Processing Facility or Designated Anaerobic Digestion Facility as identified in Exhibit C-1; (iii) Discarded Materials placed in the Commingled Organics Container that are not identified as Allowable Commingled Organics in the Authority's Collection program or by the Designated Composting Facility as identified in Exhibit C-1; (iv) Discarded Materials placed in the Solid Waste Container that are identified as Allowable Recyclable Materials, Commercial Food Scraps, and/or Commingled Organics to be placed in the Contractor's applicable Containers or otherwise managed under the Authority's Collection program; and, (v) Excluded Waste and/or Unpermitted Waste placed in any Container.

"Contractor" means Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County d/b/a Republic Services of Contra Costa County, a Delaware corporation, and any Approved Affiliates and Subcontractors.

"Contractor's Compensation" means the Contractor's Gross Receipts less Authority Reimbursements.

"Contractor's Operations Cost" means the Total Calculated Costs in accordance with Exhibit E.

"Contractor's Proposal" means that certain proposal submitted by the Contractor to the Authority dated February 7, 2025, which is attached as Exhibit G to this Agreement.

"Contractor Revenue" means Gross Receipts.

"County" means the County of Contra Costa, a political subdivision of the State of California

"CPI-U" means the Consumer Price Index, All Urban Consumers, all items, not seasonally adjusted, San Francisco-Oakland-Hayward Metropolitan Area, compiled and published bi-monthly by the U.S. Department of Labor, Bureau of Labor Statistics (Series ID CUUSS49BSA0, Base Period 1982-84 = 100). If the CPI-U index is no longer available or published, both the Contractor and the Authority shall agree on a successor index to use in its place.

"Curb" or **"Curbside"** (or other variations thereof) means the location of a Collection Container for pickup, where such Container is placed on the public or private street or alley against the face of the street edging or Curb, or if no Curb exists, Container is placed on the street surface not more than three (3) feet from

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

the outside edge of the street or alley nearest the property's entrance, which is safely accessible by the Collection vehicle.

"Customer" means the Person receiving Residential or Commercial Collection services for Franchised Materials generated on Premises located in the Service Area from the Contractor or Reuse Contractor, or other entities with whom the Authority has contracted. The Customer may be the Occupant, Owner, or manager of the Premises and may also be the Subscriber, if the Customer is paying for Collection services.

"Customer Type" means the Customer's category, including, but not limited to, Single-Family, Multi-Family, Commercial, and governmental entities. The Customer Types shall be used for the purposes of record keeping and reporting and shall be approved by the Authority.

"Days" means calendar days, including Saturdays, Sundays, and Holidays, except as otherwise specifically provided herein.

"Delivered" or **"Delivery"** (or other variations thereof) means arrival of Franchised Materials in the Contractor's Collection vehicles at the entrance of Approved Facility(ies) or Designated Facility(ies) during Facility receiving hours for the purposes of Acceptance.

"Designated Anaerobic Digestion Facility" means the East Bay Municipal Utility District Site located at 2020 Wake Avenue, Oakland, CA, which is owned and operated by East Bay Municipal Utility District and designated by the Authority for Processing of Commercial Food Scraps through Anaerobic Digestion and conversion into renewable energy.

"Designated Commercial Food Scraps Pre-Processing Facility" means the Contra Costa Transfer Station located at 951 Waterbird Way, Martinez, California, which is owned and operated by Allied Waste Systems, Inc. dba Contra Costa Transfer. For the purpose of this Agreement, the Designated Commercial Food Scraps Pre-Processing Facility shall also include the Commercial Food Scraps Contractor's approved alternate facility(ies).

"Designated Composting Facility" means the Recology Blossom Valley Organics – North facility located at 3909 W Gaffery Road, Vernalis, California, which is owned and operated by Recology Blossom Valley Organics – North. For the purpose of this Agreement, the Designated Composting Facility shall also include the Organics Contractor's approved alternate facility(ies).

"Designated Disposal Facility" means the Keller Canyon Landfill located at 901 Bailey Road, Pittsburg, California, which is owned and operated by the Keller Canyon Landfill Company d/b/a Republic Services. For the purpose of this Agreement, the Designated Disposal Facility shall also include the Disposal Contractor's approved alternate facility(ies).

"Designated Facility(ies)" means any one (1) or combination of the Designated Anaerobic Digestion Facility, Designated Disposal Facility, Designated Recyclable Materials Processing Facility, Designated Composting Facility, Designated Commercial Food Scraps Pre-Processing Facility, and Designated Transfer Facility that are not the subject of this Agreement and where the Authority has entered into a separate agreement for the service(s) provided. Upon commencement of Mixed Waste Processing, if implemented during the Term, this Designated Facilities definition shall also include the Designated Mixed Waste Processing Facility.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"Designated Mixed Waste Processing Facility" means the _____located at _____, which is owned and operated by _____, if Mixed Waste Processing is implemented during the Term and that as of the Effective Date Mixed Waste Processing has not been implemented. For the purpose of this Agreement, the Designated Mixed Waste Processing Facility shall also include the Mixed Waste Contractor's approved alternate facility(ies). The Parties acknowledge that the Mixed Waste Processing Facility may be selected by the Authority after the execution of this Agreement, and the Authority shall notify the Contractor of the location and ownership of the Designated Mixed Waste Processing Facility within thirty (30) Days after the effectiveness of the contract with the initial Mixed Waste Contractor and upon any change in the Designated Mixed Waste Processing Facility and/or Mixed Waste Contractor.

"Designated Recyclable Materials Processing Facility" means the Mt. Diablo Recycling Facility located at 1300 Loveridge Road, Pittsburg, California, which is owned and operated by Mt. Diablo Paper Stock, Inc. dba Mt. Diablo Recycling. For the purpose of this Agreement, the Designated Recyclable Materials Processing Facility shall also include the Recyclable Materials Contractor's approved alternative facility(ies).

"Designated Transfer Facility" means the Contra Costa Waste Service Transfer Station located at 1300 Loveridge Road, Pittsburg, California, which is owned and operated by Contra Costa Waste Service, Inc. dba Mt. Diablo Resource, MDRR, and Recycling Center and Transfer Station. For the purpose of this Agreement, the Designated Transfer Facility shall also include the Transfer Contractor's approved alternate facility(ies).

"Designated Waste" means non-Hazardous Waste that may pose special Disposal problems because of its potential to contaminate the environment and that may be Disposed of only in Class II Disposal facilities or Class III Disposal facilities pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Water Code Section 13173, as may be amended from time to time.

"Discarded Material" means any waste materials (other than Unpermitted Waste and/or Excluded Waste) produced by Generators that are no longer of use to the Generator and that have become the subject of regulation. Discarded Materials may become Franchised Materials if the Generator Source Separated the Discarded Materials into one (1) or more type(s) of Franchised Materials.

"Disposal" (or other variations thereof) means the final disposition of Solid Waste or Processing Residue at a Disposal Site.

"Disposal Contractor(s)" means the contractor to the Authority at any given time during the Term of this Agreement that is responsible for Disposing of Solid Waste at the Designated Disposal Facility. The Parties acknowledge that this entity may be selected by the Authority after the execution of this Agreement and the Authority shall notify the Contractor of the Disposal Contractor within thirty (30) Days after the effectiveness of the contract with the initial Disposal Contractor and upon any change in the Designated Disposal Facility and/or Disposal Contractor.

"Disposal Site" means a permitted location for the ultimate Disposal of Soild Waste or Processing Residue.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"Diversion" (or other variations thereof) means to prevent Franchised Materials from Disposal at a landfill or transformation facilities (including pyrolysis, distillation, gasification, or biological conversion methods) through Source Reduction, reuse, Recycling, Composting, Anaerobic Digestion, or other method of Processing, in accordance with the provisions of AB 939 and SB 1383.

"Drop Box" means an open-top Container with a capacity of eight (8) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

"Dwelling Unit" means any individual living unit in a Single-Family Dwelling or Multi-Family Dwelling structure or building, a mobile home, motor home, micro-unit, or single-room occupancy, located on a permanent site intended for, or capable of being utilized for, Residential living other than a hotels or motels

"ECI" means the Employment Cost Index, Total Compensation for Private Industry Workers in Service Providing Industries, total compensation, seasonally adjusted, compiled and published quarterly by the U.S. Department of Labor, Bureau of Labor Statistics (Series ID CIS201S000000000I, Base Period Dec. 2005 = 100). If the ECI index is no longer available or published, both the Contractor and the Authority shall agree on a successor index to use in its place.

"Edible Food" means food intended for human consumption, as defined in 14 CCR Section 18982(a)(18). For the purposes of this Agreement, Edible Food is not Solid Waste or Food Scraps if it is recovered as intended. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code portion of the California Health and Safety Code.

"Effective Date" means the date on which the Agreement becomes binding upon the Parties, which is the date when the latter of the Parties has executed this Agreement.

"Electronic Materials" or **"E-Materials"** means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units, laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, printer and copier cartridges, fusers and toners, facsimile machines, shredders, patch cords and wire, radios, stereos, stereo speakers, VCRs, VHS tapes, DVDs, CDs, floppy discs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Materials or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, Diversion, or Disposal.

"Event of Breach" means a breach by the Contractor, as described in Section 14.1.

"Event of Default" means a default by the Contractor, as described in Section 14.4.

"Excluded Waste" means Hazardous Substance, Hazardous Waste, infectious waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that the Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation, or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that, in the Contractor's reasonable opinion, would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Contractor or the Authority to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include Used Motor Oil and Filters or Household Batteries when properly placed for Collection by Generators and Collected by the Contractor, as set forth in this Agreement.

"Executive Director" means the Executive Director of the Authority or their designated representative, which may include outside attorneys, accountants, consultants, volunteers, or contractors to the Authority.

"Extended Producer Responsibility Program" or **"EPR Program"** means an environmental program or policy codified, enforced, and/or monitored by local, State, or Federal governments in which a producer's, distributor's, or retailer's administrative, financial, operational, and/or physical responsibility for a product is extended to the post-consumer stage of a product's life cycle. Extended Producer Responsibility Programs may be implemented by individual producers, collective industry organizations, such as a producer responsibility organization or Stewardship Organization, or other regulated entities specified under the program. Such programs may cover individual products or categories of products, using one (1) or more funding mechanisms, as defined in the regulation(s) establishing the program.

"Facility" means any plant or site, owned or leased and maintained and/or operated or used by the Contractor for purposes of performing under this Agreement.

"Federal" means belonging to or pertaining to the Federal government of the United States.

"Food Distributor" means a company that distributes food to entities including, but not limited, Supermarkets and grocery stores, as defined in 14 CCR Section 18982(a)(22).

"Food Recovery" means actions to collect and distribute food for human consumption, which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

"Food Recovery Organization" means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

A. A food bank, as defined in Section 113783 of the California Health and Safety Code.

B. A nonprofit charitable organization, as defined in Section 113841 of the California Health and Safety code.

C. A nonprofit charitable temporary food facility, as defined in Section 113842 of the California Health and Safety Code.

"Food Recovery Service" means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26).

"Food Scrap(s)" means discarded food that will decompose and or/putrefy including: (i) all kitchen and table food; (ii) animal or vegetable waste that is generated during or results from the storage, preparation,

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

cooking, or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings, and other Organic Waste common to the occupancy of Residential dwellings and some Commercial kitchen operations.

"Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, as defined in 14 CCR Section 18982(a)(27).

"Food-Soiled Paper" means Compostable paper material that has come into contact with Food Scraps or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, and pizza boxes.

"Franchise" means the right granted by the Authority to the Contractor to provide Franchised Materials Collection services within the Service Area in accordance with the terms and conditions of this Agreement.

"Franchised Materials" means, collectively, Solid Waste, Recyclable Materials, Commercial Food Scraps, and Commingled Organics set out by Customers in accordance with the Authority's Collection program.

"Fuel Index" means the Consumer Price Index, All Urban Consumers, motor fuel, not seasonally adjusted, San Francisco-Oakland-Hayward Metropolitan Area, compiled and published monthly by the U.S. Department of Labor, Bureau of Labor Statistics (Series ID CUURS49BSETB, Base Period 1982-84 = 100). If the Fuel Index is no longer available or published, both the Contractor and the Authority shall agree on a successor index to use in its place.

"Generator" means any Person that generates or produces Discarded Materials, or whose act first causes Discarded Materials to become subject to regulation.

"Governmental Fees" means those fees charged, levied, or imposed by Federal, State, and local governmental bodies having jurisdiction over the Collection, Transfer, Transport, Processing, Diversion, and Disposal of Solid Waste, Recyclable Materials, and Organic Materials.

"Gross Receipts" means total cash receipts that the Contractor receives from Subscribers for the provision of services pursuant to this Agreement through Maximum Rates.

"Guarantor" means Republic Services, Inc.

"Hard-to-Serve" means Premises within the Service Area where terrain or geography: (i) do not permit access to the Premise(s) with a Collection vehicle that is more typically used throughout the majority of the Service Area; or; (ii) otherwise interfere with regular automated Collection that may only be serviceable by manual or semi-automated Collection vehicles or other special Collection service not typical for the majority of the Service Area.

"Hazardous Substance" means any of the following:

A. Any substances defined, regulated, or listed (directly or by reference) as "Hazardous Substances," "hazardous materials," "Hazardous Wastes," "toxic waste," "pollutant," or "toxic substances," or similarly identified as hazardous to human health or the environment, in or pursuant to (i) CERCLA, 42 U.S.C. § 9601 *et seq.*; (ii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 *et seq.*; (iii) the Resource Conservation and Recovery

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Act, 42 U.S.C. § 6901 *et seq*.; (iv) the Clean Water Act, 33 U.S.C. § 1251 *et seq*.; (v) the Clean Air Act, 42 U.S.C. § 7401 *et seq*.; (vi) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; and, (vii) California Water Code Section 13050.

B. Any amendments, rules, or regulations promulgated thereunder to such enumerated statues or acts currently existing or hereafter enacted.

C. Any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other applicable Federal, State, or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products, and byproducts.

"Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in California Health and Safety Code Sections 25117, 25110.02, and 25115, in California Public Resources Code Section 40141, or in the future amendments to or recodifications of such statutes, or as identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq*.), all future amendments thereto, and all rules and regulations promulgated thereunder.

"Holidays" are defined as New Year's Day and Christmas Day, unless otherwise agreed to between the Parties.

"Household Batteries" means alkaline batteries that are typically found in common household items such as flashlights, cameras, and toys.

"Implementation Period" means the period between the Effective Date and the Commencement Date during which the Contractor makes the necessary preparations in order to implement all of the Contractor's services and obligations set forth herein.

"**Incomplete Route**" means any Route or portion of a Route for which the Contractor does not have a Collection vehicle drive through and Collect from the entire Route on the scheduled Collection Day and/or any Route for which Contractor has Missed Containers for five percent (5%) or more of the Containers on that Route for that scheduled Collection Day.

"Indemnity(ies)" or **"Indemnification"** means all defense and indemnities under this Agreement.

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than two thousand (2,000) individuals per Day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space being used for the event, or as otherwise defined in 14 CCR Section 18982(a)(38).

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than two thousand (2,000) individuals within the grounds of the facility per Day of operation of the venue facility, or as otherwise defined in 14 CCR, Division 7, Chapter 12. A Large Venue includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

12 and this Agreement, a site under common ownership or control that includes more than one (1) Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

"Liquidated Damages" means the amounts agreed upon by the Contractor and the Authority as fair and reasonable damages for the Contractor's failure to meet specific quantifiable standards of performance, as described in Section 14.9 and Exhibit F.

"Litter" means any quantity of Discarded Material that has been improperly discarded or that has migrated by wind or equipment away from the operations area or escaped from Collection or Transfer Vehicles during loading or Transport. Litter includes, but is not limited to, convenience food, beverages, other product packages or containers constructed of steel, aluminum, glass, paper, plastics, and other natural and synthetic materials thrown or deposited on land and/or water.

"Load" means the payload contents of a Collection vehicle or Transfer Vehicle measured in Tons.

"Maintenance Yard" means the primary location for maintenance of equipment and vehicles used by contractors.

"Maximum Rates" means those maximum Rates or charges approved from time to time by the Authority Board to be charged by the Contractor to Subscribers. The Authority Board sets forth the maximum amount that the Contractor may charge Subscribers for services under this Agreement.

"Medical Materials" means biomedical materials generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments that are identified as "medical waste" in California Health and Safety Code Section 25117.5, as may be amended from time to time. For the purposes of this Agreement, untreated Medical Materials are not Franchised Materials, unless they have been treated and deemed to be Solid Waste.

"Member Agency(ies)" means one, all, or a combination of the members of the Authority, including the Cities and Towns of Danville, Lafayette, Moraga, Orinda, and Walnut Creek and Contra Costa County, as such may change over time (e.g., as other governmental agencies may join the Authority in the future).

"**Missed Container**" means a Container that is not Collected on the scheduled Collection Day. A partial Collection (i.e., only a portion of the contents of the Container are Collected on the scheduled Collection Day) is also considered a Missed Container. Missed Container applies to all materials Collected by the Contractor, including Household Batteries, Used Oil Recovery Kits, Customer-provided used cooking oil Containers, and any other Franchised Materials, including those Franchised Materials that have been approved by the Authority for Collection outside of Containers, including, but not limited to, on-call extra pickups of Yard Trimmings and Recyclable Materials.

"Mixed Materials" means materials from Residential Premises and Commercial Premises, which includes both Recoverable Materials and non-Recoverable Materials that may be Processed at a Mixed Waste Processing Facility.

"Mixed Waste Contractor" means the contractor to the Authority at any given time during the Term of this Agreement that is responsible for operating the Designated Mixed Waste Processing Facility, if Mixed Waste Processing is implemented during the Term. The Parties acknowledge that this entity may be

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

selected by the Authority after the execution of this Agreement, and the Authority shall notify the Contractor of the Mixed Waste Contractor within thirty (30) Days after the effectiveness of the contract with the initial Mixed Waste Contractor and upon any change in the Designated Mixed Waste Processing Facility and/or Mixed Waste Contractor.

"Mixed Waste Processing" means those services provided by the Mixed Waste Contractor that has been designated by the Authority to Process and/or Compost Mixed Materials that are Delivered by the Contractor to the Designated Mixed Waste Processing Facility(ies) in lieu of Disposal. Mixed Waste Processing may include any combination of Processing and/or Composting at a Designated Mixed Waste Processing Facility(ies).

"Multi-Family Dwelling" or **"Multi-Family"** means any Residential Premises, other than a Single-Family Premises, where there is centralized, shared Collection service for all units in the building.

"MVI" means the Consumer Price Index, All Urban Consumers, Motor Vehicle Maintenance and Repair, motor vehicle maintenance and repair, not seasonally adjusted, U.S. City Average, compiled and published monthly by the U.S. Department of Labor, Bureau of Labor Statistics (Series ID CUUR0000SETD, Base Period 1982 – 84 = 100). If the MVI is no longer available or published, both the Contractor and the Authority shall agree on a successor index to use in its place.

"Occupant" means a Person who may or may not hold the legal title to the real property constituting the Premises, including businesses or other entities, and who permanently or temporarily lives or works at the Premises.

"On-Property Service" means a level of service different than the standard Curbside service. For On-Property Service, the Contractor's employee shall enter the property of the Customer, either on foot or by vehicle, in order to service Collection Containers at a nearby suitable location that is accessible from the driveway. The location may be on a private street and may, for example, be adjacent to the garage or in a side yard. The service shall include both retrieving the Container(s) from and returning the Container(s) to the suitable Collection location.

"Organic Materials" means, collectively, Commingled Organics and Commercial Food Scraps.

"Organics Contractor" means the contractor to the Authority, at any given time during the Term of this Agreement, responsible for operating the Designated Composting Facility. The Parties acknowledge that this entity may be selected by the Authority after the execution of this Agreement and the Authority shall notify the Contractor of the Organics Contractor within thirty (30) Days after the effectiveness of the contract with the initial Organics Contractor and upon any change in the Designated Composting Facility and/or Organics Contractor.

"Organic Waste" means wastes containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"Overage" means: (i) Franchised Materials exceeding the Container's intended capacity where the contents protrude from the top of the Container such that they are visible above the lid of the Container and/or prevent the lid of the Container from closing completely; and, (ii) Franchised Materials placed on top of or in the immediate vicinity of a Container or set-out location. Overage excludes Franchised Materials set out as part of the on-call extra pickup programs for Recyclable Materials and Yard Trimmings described in Exhibit B or Franchised Materials set out as part of the Reuse and Cleanup Days Program.

"Party(ies)" means the Authority and the Contractor, individually or together.

"Pass-Throughs" means Governmental Fees and Authority Reimbursements.

"Permits" means all Federal, State, county, Authority, other local, and any other governmental unit permits, orders, licenses, approvals, authorizations, consents, and entitlements that are required under Applicable Law to be obtained or maintained by any Person with respect to services performed under this Agreement, as renewed or amended from time to time.

"Person" means any individual, business, firm, association, organization, partnership, public or private corporation, trust, joint venture, political subdivision, special purpose district, or public or governmental entity.

"Premise" or **"Premises"** means any land or building in the Service Area where Franchised Materials are generated or accumulated and where Collection Service is provided.

"Pre-Process" or **"Pre-Processing"** means: (i) the Processing of Commercial Food Scraps for the purpose of Recovery to produce Recoverable Materials for Anaerobic Digestion; or, (ii) the Processing of Commingled Organics for the purpose of removing Contamination prior to Transport for Composting.

"Processing" means the controlled separation, volume reduction, or conversion of materials, including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for the spreading of waste for the purpose of Recovery, and/or the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20), to produce Recoverable Materials for Recycling.

"Processing Facility" means a permitted Facility in which materials are sorted, separated, or otherwise manipulated for the purposes of Recovering marketable commodities.

"Rate" means the dollar unit to be charged by the Contractor for providing Services under this Agreement and for providing other ancillary services (as applicable and approved by the Authority).

"Rate Year" means a twelve- (12-) month period, commencing July 1 and concluding on June 30 of the following year.

"Rate Year One" means the first (1st) Rate Year covered by this Agreement that covers a sixteen- (16-) month period. Rate Year One shall begin on March 1, 2027 and shall end on June 30, 2028.

"Recover," "Recovery," or **"Recovered"** (or other variations thereof) means the classification, extraction, and aggregation of marketable commodities, Compost, and other Recovered Materials from Collected material.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"Recovered Material" means marketable commodities that are Recovered through Processing, Composting, and/or Anaerobic Digestion in a way that constitutes landfill reduction, pursuant to 14 CCR, Division 7, Chapter 12, Article 2, and is suitable for Recycling.

"Recyclable Materials" means materials, byproducts, or components of materials that are set aside, handled, or packaged, separated from Solid Waste by Generators, and set out in accordance with the Authority's Collection program. Recyclable Materials does not include Unpermitted Waste, Excluded Waste, or other Franchised Materials. Recyclable Materials are the materials listed in Exhibit C-1, which may be replaced by a list posted by the Authority's Executive Director, in their sole discretion, from time to time and provided to the Contractor.

"Recyclables Contractor" means the contractor to the Authority at any given time during the Term of this Agreement that is responsible for operating the Designated Recyclable Materials Processing Facility. The Parties acknowledge that this entity may be selected by the Authority after the execution of this Agreement and the Authority shall notify the Contractor of the Recyclables Contractor within thirty (30) Days after the effectiveness of the contract with the initial Recyclables Contractor and upon any change in the Designated Recyclable Materials Processing Facility and/or Recyclables Contractor.

"Recycled" or **"Recycling"** (or other variations thereof) means the treating or reconstituting of materials that are or would otherwise be Disposed of and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products. Recycling includes Processes deemed to constitute a reduction of landfill Disposal, pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include the use of Franchised Materials for gasification or transformation, as defined in Public Resources Code Section 40201.

"Residential" means Single-Family Dwellings and Multi-Family Dwellings used for human shelter, irrespective of whether such Dwelling Units are rental units or are owner-occupied, excluding hotels, motels, or other similar Premises.

"Residue" means materials that remain after Processing, Pre-Processing, Composting, and/or Anaerobic Digestion that cannot be Diverted and require Disposal.

"Reusable Items" means materials that are subsequently used in their original form for the same or similar purpose such as, but not limited to, used furniture, clothing, toys, bicycles, books, household items, and tools. Reusable Items are those materials that are separated from Franchised Materials by Generators and set out in accordance with the Reuse Contractor's Collection program..

"Reuse and Cleanup Days Program" means the program operated by the Reuse Contractor to collect Franchised Materials and other materials at designated locations throughout the Service Area, as specified in the Authority's contract with the Reuse Contractor Curbside.

"Reuse Contractor" means the contractor to the Authority at any given time during the Term of this Agreement that is responsible for operating the Reuse and Cleanup Days Program. The Parties acknowledge that this entity may be selected by the Authority after the execution of this Agreement and the Authority shall notify the Contractor of the Reuse Contractor within thirty (30) Days after the effectiveness of the contract with the initial Reuse Contractor and upon any change in the Reuse Contractor.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"Route" means the designated itinerary or sequence of stops, per Franchised Material, for each segment of the Authority's Collection Service Area.

"SB 54" means the Plastic Pollution Prevention and Packaging Producer Responsibility Act, approved by the Governor of the State of California on June 30, 2022, which amended Section 41821.5 of the California Public Resources Code to add Chapter 3 (commencing with Section 42040) to Part 3 of Division 30, as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 54 includes any implementing regulations developed by CalRecycle, as amended supplemented, superseded, and replaced from time to time.

"SB 343" means the Environmental Advertising: Recycling Symbol: Recyclability: Products and Packaging Senate Bill, approved by the Governor of the State of California on October 5, 2021, which amended Sections 17580, 17580.5 of the California Business and Professions Code, and amended Sections 18015 and 42355.5 of, and added Section 42355.51 to, the California Public Resources Code, relating to environmental advertising, as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 343 includes any implementing regulations developed by CalRecycle, as amended, supplemented, superseded, and replaced from time to time.

"SB 1016" means Senate Bill 1016, approved by the Governor of the State of California on September 26, 2008, which amended Sections 40183, 40184, 41783, 41820.6, 41821, 41850, 42921, and 42926 of, amended the headings of Article 4 (commencing with Section 41825) and Article 5 (commencing with Section 41850) of Chapter 7 of Part 2 of Division 30 of, added Sections 40127, 40145, 40150.1, 41780.05, 42921.5, and 42927 to, and repealed and added Section 41825 of, the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time

"SB 1383" means Senate Bill 1383 of 2016, approved by the Governor of the State of California on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the California Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the California Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

For the purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations, developed by CalRecycle and adopted on November 3, 2020, that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

"Sector" means the Customer's, Person's, or Generator's category, including, but not limited to, Single-Family, Multi-Family, Commercial, Self-Haul, Compactor Customers, Drop Box Customers, and governmental entities. The Sector shall be used for the purposes of record keeping and reporting and shall be approved by the Executive Director.

"Self-Hauler" or **"Self-Haul"** means a Person who hauls Discarded Materials, Recovered Material, or any other material (other than Unpermitted Waste and/or Excluded Waste) that the hauler has generated, solely in or on their own Premises, using their own equipment and employees, to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who back-hauls waste, as defined in 14 CCR Section 18982(a)(66)(A), gardeners, and landscapers.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"Service Area" means the physical area encompassed by the jurisdiction of the Authority's Member Agencies, in which Franchised Materials are Collected by the Contractor. Only a portion of unincorporated Contra Costa County is included in the Service Area. Should the scope of Member Agencies change over time (e.g., other governmental agencies become members of the Authority during the Term of this Agreement and choose to receive Collection services from the Contractor), then the Service Area will change accordingly. The map of the Service Area as of the Effective Date is included as Exhibit B-5.

"Service Level" refers to the number and size of a Subscriber's Container(s), type of material(s) Collected, and the frequency of Collection service.

"Sharps" means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications that are generated from use at Residential Premises.

"Single-Family Dwelling" or **"Single-Family"** means each unit used for or designated as a Premises for one (1) family, including each unit of a duplex, triplex, townhouse, or condominium that receives individual or separate (not shared) Collection service.

"Solid Waste" means and refers to the definition of "solid waste" in California Public Resources Code Section 40191, as may be amended or superseded from time to time. Notwithstanding the foregoing, Solid Waste are those materials that are separated from other Franchised Materials by Generators and set out in accordance with the Authority's Collection program. All or part of the Solid Waste Collected by the Contractor may become Mixed Materials to be directed for Mixed Waste Processing, if designated by the Authority.

"Source Reduction" means any action that causes a net reduction in the generation of Solid Waste, and has the same definition as California Public Resources Code Section 40196. Source Reduction includes, but is not limited to, reducing the use of nonrecyclable materials, replacing disposable materials and products with Reusable Items and products, reducing packaging, reducing the amount of Organic Wastes generated, establishing Rate structures with incentives to reduce the amount of wastes that Generators produce, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials. Source Reduction does not include steps taken after the material becomes Discarded Materials or Franchised Materials or actions that would impact air or water resources in lieu of land, including, but not limited to, transformation.

"Source Separated" means the Generator segregated the Franchised Materials into separate Containers for Collection by the Contractor, such that all Solid Waste will be placed in a Solid Waste Container, all Recyclable Materials will be placed in a Recyclable Materials Container, all Commingled Organics will be placed in a Commingled Organics Container, and all Commercial Food Scraps will be placed in a Commercial Food Scraps Container.

"Special Rate Adjustment" means an adjustment to the Maximum Rates in addition to or at a time other than when periodic adjustments of Maximum Rates are made under this Agreement pursuant to Section 10.4.

"Special Service(s)" means extra Collection services not otherwise offered by the Contractor as its basic level of service and offered to the Customer or Subscriber at an additional cost based on Maximum Rates

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

approved by the Authority. Special Service(s) may include, but not be limited to, On-Property Service or extra Collections.

"Specialty Recyclable Materials" means those materials that are not Recyclable Materials but that may be Source Separated and Recycled using special handling or unique Processing services.

"Standard Industry Practice" means: (i) the then-current development and operations practices and standards of the northern California Soild Waste and materials management industry, with respect to collection, transfer, transport, Processing, Diversion, and Disposal services; and, (ii) the then-current development, operations, closure, and post-closure practices, and the Solid Waste Association of North America (or any successor organization) Manager of Landfill Operations standards used in meeting the Contractor's obligations under this Agreement.

"State" means the State of California.

"Stewardship Organization" means a Person(s) that is approved or designated under Applicable Law or by a relevant governing body, including, but not limited to, CalRecycle, CARB, the County, or the Authority to manage, coordinate, fund, or otherwise oversee one (1) or more Extended Producer Responsibility Program. The applicable Stewardship Organization for each Extended Producer Responsibility Program under this Agreement shall be designated or approved by the Executive Director, at their sole discretion.

"Subcontractor" means a party who has entered into a contract, express or implied, with the Contractor for the performance of an act that involves: (i) Collection, Processing, Transport, Transfer, Diversion, Disposal and/or other handling of the Franchised Materials; or, (ii) communications or interactions with the Authority and/or Customers that are necessary for the Contractor's fulfillment of its obligations for providing service under this Agreement. Vendors providing materials and supplies to the Contractor shall not be considered Subcontractors.

"Subscriber" means the Person to whom the Contractor submits its Billing invoice and collects payment from for services provided to Customers under this Agreement. The Subscriber may also be the Customer if the Customer is paying for the service.

"Supermarket" means a full-line, self-service retail store with gross annual sales of Two Million Dollars ($2,000,000) or more that sells a line of canned goods, nonfood items, and some perishable items.

"Sustainability Advisor" means Contractor-provided staff that supports the Authority by engaging with Generators to develop relationships and acts as a resource by providing outreach, education, and assistance to help Generators fully understand options, requirements, and benefits of Source Reduction, reuse, Recycling, and Composting.

"Term" means the duration of this Agreement, as provided for in Section 4.1.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one (1) of the following, each as defined in 14 CCR Section 18982:

A. Supermarket

B. Grocery store with a total facility size equal to or greater than ten thousand (10,000) square feet

C. Food Service Provider

D. Food Distributor

E. Wholesale Food Vendor

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one (1) of the following, each as defined in 14 CCR Section 18982:

A. Restaurant with two hundred and fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet

B. Hotel with an on-site food facility and two hundred (200) or more rooms

C. Health facility with an on-site food facility and one hundred (100) or more beds

D. Large Venue

E. Large Event

F. A State agency with a cafeteria with two hundred and fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (5,000) square feet

G. A local education agency with an on-site food facility

"Tipping Fee" or **"Tip Fee"** is the per-Ton cost assessed by an Approved Facility or Designated Facility for Transfer, Transport, Processing, Composting, Anaerobic Digestion, and/or Disposal services, plus Pass-Throughs.

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

"Total Calculated Costs" means the Contractor's costs of providing all services required by this Agreement, excluding Pass-Throughs. The Total Calculated Costs do not in any way guarantee the Gross Receipts that are to be generated by Rates or retained by the Contractor.

"Transfer" or **"Transferring"** (or other variations thereof) means receiving Franchised Materials and/or other materials at an Approved Facility or Designated Facility or another Transfer Facility and loading the material into Transfer Vehicles.

"Transfer Contractor" means the contractor(s) to the Authority at any given time during the Term of this Agreement that is responsible for Accepting Franchised Materials for consolidation and Transferring and Transporting Franchised Materials to the Designated Facilities. The Parties acknowledge that this entity may be selected by the Authority after the execution of this Agreement and the Authority shall notify the Contractor of the Transfer Contractor within thirty (30) Days after the effectiveness of the contract with

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

the initial Transfer Contractor and upon any change in the Designated Transfer Facility(ies) and/or Transfer Contractor.

"Transfer Facility" means a facility that receives and temporarily stores Franchised Materials and/or other materials, and then Transfers the materials into larger trailers for Transport to a Processing facility, a Composting facility, an Anaerobic Digestion facility, or a Disposal Site.

"Transfer Vehicle" means a tractor and trailer designed to haul Franchised Materials and/or other materials, including Residue, from a Transfer Facility to an Approved Facility, Designated Facility, or Disposal Site.

"Transport" (or other variations thereof) means the conveyance of Franchised Materials Collected by the Contractor from the point of Collection to a Designated Facility.

"Uncontrollable Circumstance" means:

A. An act of nature, hurricane, landslide, lightning, earthquake, fire, explosion, flood, sabotage, tsunami, or similar occurrence (but not including reasonably anticipated weather conditions in the Service Area), acts of terrorism, extortion, war, blockade or insurrection, riot or civil disturbance, and other similar catastrophic events that are beyond the control of and not the fault of the Party. Labor unrest, including, but not limited to, strike, work stoppages or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees, directed at or initiated by the Contractor, or an Affiliate, contractor, or supplier of the Contractor, is not an Uncontrollable Circumstance.

B. A Change in Law (as defined herein).

"Universal Materials" or **"U-Materials"** means all materials as defined in 22 CCR Subsections 66273.1 through 66273.9. Universal Materials include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Materials.

"Unpermitted Waste" means wastes or other materials that the Approved Facilities or Designated Facilities may not receive under their Permits, including:

A. All materials that the Approved Facilities or Designated Facilities are not permitted to Accept.

B. Asbestos, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be Hazardous Materials if it contains more than one percent (1%) asbestos.

C. Ash residue from the incineration of Soild Wastes, including Solid Waste, infectious waste described in Item (8) below, wood waste, sludge not meeting at a minimum Class B standard as defined by Title 40 of the Code of Federal Regulations, Part 503 (The Standards for the Use or Disposal of Sewage Sludge), and agricultural wastes.

D. Auto shredder "fluff" consisting of upholstery, paint, plastics, and other non-metallic substances that remain after the shredding of automobiles.

E. Dead animals larger than one hundred (100) pounds.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

F. Hazardous Substances and Hazardous Waste.

G. Industrial solid or semi-Soild Wastes that pose a danger to the operation of the Approved Facilities or Designated Facilities, including cement kiln dust, or process residues.

H. Medical Materials, including infectious wastes, that have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubing, bottles, drugs, patient care items that as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious diseases.

I. Liquid wastes that are not spadeable, usually containing less than fifty percent (50%) solids, including cannery and food Processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap pumpings, oil and geothermal field wastes, septic tank pumpings, rendering plant byproducts, sewage sludge not meeting certain quality criteria (i.e., unclassified sludge less than B), and those liquid wastes that may be Hazardous Wastes.

J. Radioactive wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code, and any waste that contains a radioactive material, the storage or Disposal of which is subject to any other State or Federal regulation.

K. Sewage sludge comprised of human (not industrial) residue, excluding grit or screenings, removed from a wastewater treatment facility or septic tank, whether in a dry or semi-dry form not meeting certain quality criteria (i.e., unclassified sludge less than "B").

L. Designated Waste, if not permitted at the Approved Facilities or Designated Facilities under Applicable Law and Permits.

M. Single Loads with an excessive level of Contaminants based on visual inspection.

This definition shall be promptly amended to reflect any applicable changes in Permits or Applicable Law.

"Used Motor Oil and Filter" means motor oil and the subsequent oil filter that has been used in a vehicle.

"Used Oil Recovery Kit" means a kit containing: one (1) reusable plastic jug of at least one (1) gallon capacity with a watertight screw-on top to contain Used Motor Oil or used cooking oil; one (1) plastic Disposable resealable bag of sufficient capacity to accommodate one (1) Used Motor Oil Filter; and, a flyer, brochure, or other informational media approved by the Authority intended to educate Customers about the Used Motor Oil and Filter or used cooking oil Collection program and the benefits resulting from the proper handling of Used Motor Oil and Filters and used cooking oil. The Used Oil Recovery Kit is to be provided to Customers by the Contractor to recover Used Motor Oil and Filters and used cooking oil from Single-Family and Multi-Family residents.

"Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stores, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 18982(a)(76).

"Working Days" means Days on which the Contractor is required to provide Collection services under this Agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT A:
DEFINED TERMS

"Yard Trimmings" means grass, lawn clippings, shrubs, plants, weeds, branches, and other forms of Organic Materials generated from landscapes, yards, or gardens.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B:
SCOPE OF WORK

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-1:
SINGLE-FAMILY COLLECTION SERVICES

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-1
SINGLE FAMILY COLLECTION SERVICES

The Contractor shall provide the services described in this Exhibit B to any Single-Family Customer within the Service Area who subscribes with the Contractor for such service and the Contractor shall charge a Rate not to exceed the Maximum Rate for requested service.

A. **Solid Waste Collection**. The Contractor shall Collect Solid Waste one (1) time per week from Single-Family Customers and Transport all Solid Waste to the Designated Facility. The Contractor shall charge Customers for Solid Waste Collection at a Rate not to exceed the Maximum Rate.

Containers: Carts

Container Sizes: The Contractor shall offer 32-gallon Carts as the standard Container size; and shall provide 20-, 64-, and 96-gallon Carts to Customers upon Subscribers' request.

Service Frequency: One (1) time per week

Service Location: Curbside service shall be provided to all Single-Family Customers (including Customers at Hard-to-Serve Premises). The Contractor shall provide On-Property Service upon Customer request and shall charge a Rate not to exceed the Maximum Rate, with the exception that On-Property Service shall be provided at no charge to disabled Customers in accordance with Exhibit B-1, Section E.

Collection Method: The Contractor's standard method of Collection shall be automated Collection, except for Premises that are Hard-to-Serve.

Additional Service: The Contractor shall allow Single-Family Customers to place additional Solid Waste contained in Customer -provided bags Curbside, adjacent to the Solid Waste Cart, on their regularly scheduled Collection Day. The Contractor may charge Subscribers a Rate not to exceed the Maximum Rate for "Solid Waste Overage," pursuant to Subsection 7.7.B.1.

B. **Recyclable Materials Collection**. The Contractor shall Collect Recyclable Materials one (1) time per week from Single-Family Customers and Transport all Recyclable Materials to the Designated Facility. This service shall be provided by the Contractor at no charge to the Subscriber, as the cost for Recyclable Materials Collection service shall be included in the Single-Family Rate for Solid Waste Collection Service, with the exception of approved Maximum Rates for additional Recyclable Materials Cart(s) beyond two (2) per Customer.

Containers: Carts

Container Sizes: The Contractor shall offer 96-gallon Carts as the standard Container size, unless a different standard size is approved by the Executive Director; and shall provide 32- and 64-gallon Carts to Customers upon Subscribers' request.

Service Frequency: One (1) time per week on the same Day as Franchised Solid Waste Collection

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Service Location: Curbside service shall be provided to all Single-Family Customers (including Customers at Hard-to-Serve Premises). The Contractor shall provide On-Property Service upon Subscriber request and shall charge a Rate not to exceed the Maximum Rate, with the exception that On-Property Service shall be provided at no charge to disabled Customers in accordance with Exhibit B-1, Section E.

Collection Method: The Contractor's standard method of Collection shall be automated Collection, except for Premises that are Hard-to-Serve.

Additional Service: The Contractor shall provide each Single-Family Customer with one (1) Cart for Recyclable Materials and, upon request, shall provide one (1) additional Recyclable Materials Cart to each Single-Family Customer at no additional charge. In the event a Single-Family Customer requests additional Recyclable Materials Cart(s) more than the two (2) provided, as described above, the Contractor shall charge Single-Family Customers at a Rate not to exceed the Maximum Rate for the "Additional Recyclable Materials Cart."

When a Recyclable Materials Cart, on-call extra Recyclable Materials pickup, or Recyclable Materials Overage is unable to be Collected due to Unpermitted Waste and/or Excluded Waste pursuant to Subsection 5.2.C.1, Contamination (after three (3) courtesy Collections), or another operational circumstance, as described in Subsection 7.7.B of the Agreement, the Contractor is not obligated to Collect the Container. The Contractor shall leave a non-Collection notice pursuant to Subsection 7.7.B and must have photographic evidence for any reason of non-Collection.

The Contractor shall Collect discarded Household Batteries and cell phones placed for Collection in Customer-provided, zip-lock or tie-close bags on top of the Solid Waste Materials Cart and compact fluorescent bulbs (CFLs) and light emitting diode (LED) bulbs placed for Collection in Customer-provided, zip-lock or tie-close bags on the ground next to the Solid Waste Materials Cart.

The Contractor shall Transport all Household Batteries, cell phones, LEDs and CFLs to the Approved Maintenance Yard where the Contractor shall arrange for proper Recycling.

C. **Commingled Organics Collection**. The Contractor shall Collect Commingled Organics one (1) time per week from Single-Family Customers. The Contractor shall Transport all Commingled Organics to the Designated Facility. This service shall be provided by the Contractor at no charge to the Single-Family Subscribers, as the cost for Commingled Organics Collection service shall be included in the Single-Family Rate for Solid Waste Collection Service, with the exception of approved Maximum Rates for additional Commingled Organics Cart(s) beyond two (2) per Customer.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-1
SINGLE FAMILY COLLECTION SERVICES

Containers: Carts

Container Sizes: The Contractor shall offer 96-gallon Carts as the standard Container size for Customers with landscaping and 20-gallon Carts as the standard Container size for Customers with no landscaping (townhomes, condos, etc.), unless a different standard size is approved by the Executive Director, and shall provide 32- and 64-gallon Carts to Customers upon Subscribers' request.

Service Frequency: One (1) time per week on the same Day as Franchised Solid Waste Collection

Service Location: Curbside service shall be provided to all Single-Family Customers (including Customers at Hard-to-Serve Premises). The Contractor shall provide On-Property Service upon Subscriber request and shall charge a Rate not to exceed the Maximum Rate, with the exception that On-Property Service shall be provided at no charge to disabled Customers in accordance with Exhibit B-1, Section E.

Collection Method: The Contractor's standard method of Collection shall be automated Collection, except for Premises that are Hard-to-Serve.

Additional Service: The Contractor shall provide each Single-Family Customer with one (1) Cart for Commingled Organics and, upon request, shall provide one (1) additional Commingled Organics Cart to each Single-Family Customer at no additional charge. In the event a Single-Family Customer requests additional Commingled Organics Cart(s) more than the two (2) provided, as described above, the Contractor shall charge Single-Family Customers at a Rate not to exceed the Maximum Rate for the "Additional Commingled Organics Cart."

When Cart or on-call extra Yard Trimming pickup or Yard Trimming Overages are unable to be Collected due to Unpermitted Waste and/or Excluded Waste pursuant to Subsection 5.2.C.1, Contamination (after three (3) courtesy Collections), or another operational circumstance, as described in Subsection 7.7.B of the Agreement, the Contractor is not obligated to Collect the Container. The Contractor shall leave a non-Collection notice pursuant to Subsection 7.7.B for any reason of non-Collection, and must have photographic evidence of the reason for non-Collection.

The Contractor shall store and distribute Authority-provided 3-gallon or similar sized kitchen Food Scrap pails to: (i) all new Customers automatically, and, (ii) current Customers upon request, at no additional charge to Subscriber.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

D. **Used Motor Oil and, Filters and Used Cooking Oil Collection.** The Contractor shall Collect Used Motor Oil and Filters in a Contractor-provided Used Oil Recovery Kit and used cooking oil in Contractor-provided Used Oil Recovery Kit or Customer-provided used cooking oil Container from Single-Family Customers, at no additional charge to Subscribers. The Contractor shall Transport all Used Motor Oil and Filters and used cooking oil to the Approved Maintenance Yard where the Contractor shall arrange for proper Recycling of such materials.

Containers: Used Oil Recovery Kit

Container Sizes: Various (as provided by the Contractor and approved by the Authority)

Service Frequency: Up to one (1) time per week on the same Day as Franchised Solid Waste Collection

Service Location: Curbside (Used Oil Recovery Kits containing motor oil adjacent to Recyclable Materials Cart; Used Oil Recovery Kits containing cooking oil or Customer-provided used cooking oil Container adjacent to Commingled Organics Cart)

Acceptable Materials: Used Motor Oil and Filters and used cooking oil

Additional Service: Not applicable

Other Requirements: The Contractor shall provide Used Oil Recovery Kits to a Customer(s) on the next scheduled service Day after such request is made by the Customer at no additional cost to Subscriber. The Contractor shall not be required to Collect more than two (2) Used Oil Recovery Kits or Customer-provided used cooking oil Containers per week from Single-Family Customers who request it. Customers must request Used Oil Recovery Kits; however, Customers do not need to notify the Contractor prior to setting them out for Collection.

E. **Alternative Service Location for Single-Family Customers with Disabilities.** The Contractor shall allow for Persons that have a disability, as defined by the Americans with Disabilities Act (which means Public Law 101-336, 104 Stat. 327, 42 U.S.C. §§ 12101-12213 and 27 U.S.C. §§ 225 and 611, and all Federal rules and regulations relating thereto) that are Occupants of Single-Family Premises to receive Collection services at a location other than Curbside, such as On-Property Service, at no extra charge to the Subscriber. The Contractor shall review all applications made by Customers with disabilities (which shall include statements from physicians) to determine conformance with this exemption provision and grant exemptions, if applicable. In the event of disputes between the Contractor and Customers, the Executive Director shall make the final determination on the Customer's rights to Collection service at an alternative location. The Contractor shall make reasonable accommodations with regard to provision of and servicing of Containers (e.g., Container size and type, placement of Containers for Collection, etc.) at no additional cost to the Subscriber.

F. **Community of Canyon**. The Contractor acknowledges the unique Collection services in the community of Canyon, located in the southwest portion of the Service Area.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

1. The Contractor shall Collect Solid Waste, Recyclable Materials, and Commingled Organics from Single-Family Premises in the Community of Canyon in a similar manner to Single-Family Customers. The Contractor shall charge Subscribers for Solid Waste Collection at a Rate not to exceed the Maximum Rate.

2. The Contractor shall Collect Franchised Materials from the two (2) Commercial Customers in the Community of Canyon in the same manner as it does Commercial Customers.

3. Customers located in the Community of Canyon shall have access to all Single-Family Customers Diversion programs. The Contractor shall Collect Household Batteries and Used Oil Recovery Kits from a centralized location, as directed by the Authority. Upon request by Customers, Used Oil Recovery Kits, Recycling totes, and kitchen pails may be distributed at a centralized location, as directed by the Authority.

4. The Contractor may charge a Rate not to exceed the Maximum Rate for "Canyon Subscribers," pursuant to Article 10 and Exhibit E. Rates for Canyon Subscribers shall be adjusted in accordance with Article 10 and Exhibit E.

G. **On-Call Extra Pickups**

1. General. The Contractor shall provide an "on-call extra pickup" program that allows Single-Family Customers to contact the Contractor up to four (4) times per year to request Collection of extra Recyclable Materials at no additional charge to the Subscriber, and up to four (4) times per year to request Collection of extra Yard Trimmings at no additional charge to the Subscriber. The four (4) on-call extra Recyclable Materials pickups per Rate Year are in addition to the four (4) on-call extra Yard Trimmings pickups per Year.

2. Scheduling. Customers shall contact the Contractor to schedule Collection of on-call extra pickups.

   The Contractor shall provide on-call extra pickup service to the Customer within five (5) Business Days of the Customer's request, unless otherwise agreed upon by the Customer and the Contractor, and subject to the process set forth within Subsection 8.2.E. The Contractor shall receive Customer requests for on-call extra pickups via phone, website, phone app, or any other method approved in advance by the Authority.

   The Contractor may limit Customer's extra on-call pickup to one (1) extra pickup per material per week. The Contractor shall provide this information when scheduling the on-call extra pickup. For example, if the Customer requests four (4) cubic yards of Yard Trimming for pickup, the Contractor is obliged to Collect two (2) cubic yards of Yard Trimming within five (5) Business Days of the Customer's request, and the remaining two (2) cubic yards the following week. Both pickups may be scheduled by the Customer at the same time.

   The Contractor shall notify Customer that materials shall not be placed Curbside more than twenty-four (24) hours in advance of the scheduled Collection Day. If the Customer does not cancel the on-call extra pickup at least twenty-four (24) hours ahead of the scheduled pickup date, it will count as one (1) of the four (4) extra pickups for that material for that year.

   The Contractor shall provide additional on-call extra pickup Collection for a Customer beyond the four (4) per Rate Year, per material, at a Rate not to exceed the Maximum Rate

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

for an "on-call extra pickup " allowed under this Agreement, provided that the Customer requests the additional on-call extra pickup and the Contractor informs the Customer of the charge prior to scheduling the Collection.

The Contractor does not need to Collect extra Recyclable Materials or Yard Trimmings if the Customer does not contact the Contractor to schedule a Collection or abide by set-out instructions, including setting material by the Curb. The Contractor shall leave a non-Collection notice, pursuant to Subsection 7.7.B, for Recyclable Material or Yard Trimming Overages, and must have photographic evidence of the reason for non-Collection.

3. Recyclable Materials. Extra Recyclable Materials are placed adjacent to the Recyclable Materials Cart in Customer-provided paper bags and/or cardboard boxes. Extra cardboard boxes not used to contain other Recyclable Materials must be flattened, bundled, and cut to pieces no greater than three feet (3') by two feet (2') in size. Customers may set out up to two (2) cubic yards of additional Recyclable Materials per extra on-call pickup

4. Yard Trimmings. Extra Yard Trimmings are placed adjacent to the Commingled Organics Cart in Customer provided paper bags, carboard boxes, or bundles. Customers may set out untreated wood (not painted, stained, coated, or pressure treated wood) with their extra Yard Trimmings. Branches, sticks, and untreated wood must be bundled. Customers may set out up to two (2) cubic yards of additional Yard Trimmings per extra on-call pickup. Branches, sticks, and untreated wood shall be no more than four feet (4') in length and six inches (6") in diameter. Each bag or bundle of additional Yard Trimmings shall weigh no more than twenty-five (25) pounds. The Contractor may choose not to Collect the following materials if they are set out with extra Yard Trimming: Solid Waste, ashes, dirt, rock, brick, glass, metal, treated wood, Food Scraps, or Food-Soiled Paper.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-2:
MULTI-FAMILY COLLECTION SERVICES

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EXHIBIT B-2
MULTI-FAMILY COLLECTION SERVICES

The Contractor shall provide the services described in Exhibit B to any Multi-Family Customers within the Authority Service Area who subscribe to Collection services with the Contractor for such service and the Contractor shall charge a Rate not to exceed the Maximum Rate for requested service.

A. **Solid Waste Collection**. The Contractor shall Collect Solid Waste in the Contractor-provided Containers and/or Subscriber-provided Compactors not less than one (1) time per week from Multi-Family Customers.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: The Contractor shall provide the following Container sizes to Customers at the request of the Subscriber:

32-, 64-, and 96-gallon Carts

1-, 2-, 3-, 4-, 5-, 6-, and 8-cubic yard Bins

8-, 10-, 20-, 30-, and 40-cubic yard Drop Boxes

The Contractor shall service the following Container sizes provided by the Subscriber:

1.5-, 2-, 3-, 4-, and 6-cubic yard Compactors

Service Frequency: Up to six (6) times per week, as requested by Subscriber

Service Location: Curbside or other Subscriber-directed or Customer-selected service location at the Multi-Family Premises

Additional Service: Upon Subscriber request, and to accommodate periodic additional service needs, the Contractor shall provide on-call Collection service at a greater frequency than the Subscriber's regularly scheduled service, up to the maximum service frequency listed above, and the Contractor may charge the Subscriber a Rate not to exceed the Maximum Rate for the on-call service.

The Contractor shall Collect Solid Waste Overages and may charge the Subscriber for Collection of Solid Waste Overages, as described in Subsection 7.7.B

Other Requirements: At Subscriber's request, the Contractor shall open and close gates, lock and unlock enclosures and Containers, or perform other services as reasonably necessary to access and empty Containers. Provision of such services shall be included in and shall not be in addition to the Rates the Contractor charges for Multi-Family Solid Waste Collection service. The Contractor shall push and/or pull Containers at Subscriber's request. The Contractor shall push/pull Commercial Containers up to twenty-five (25) feet for no additional charge. The Contractor shall charge the Subscriber

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

a Rate not to exceed the Maximum Rate for push/pull services beyond twenty-five (25) feet.

B. **Recyclable Materials Collection**. The Contractor shall Collect Recyclable Materials in Contractor-provided Containers and/or Subscriber-provided Compactors not less than one (1) time per week from Multi-Family Subscribers. This service shall be provided by the Contractor at no charge to the Subscriber, as the cost for Recyclable Materials Collection service shall be included in the Multi-Family Rate for Solid Waste Collection Service.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: The Contractor shall provide the following Container sizes to Customers at the request of the Subscriber:

32-, 64-, and 96-gallon Carts

1-, 2-, 3-, 4-, 5-, 6-, and 8-cubic yard Bins

8-, 10-, 20-, 30-, and 40-cubic yard Drop Boxes

The Contractor shall service the following Container sizes provided by the Subscriber:

1.5-, 2-, 3-, 4-, and 6-cubic yard Compactors

Service Frequency: Up to six (6) times per week, as requested by Subscriber

Service Location: Curbside or other Subscriber-directed or Customer-selected service location at the Multi-Family Premises

Additional Service: Upon Subscriber request, and to accommodate periodic additional service needs, the Contractor shall provide on-call Collection service at a greater frequency than the Subscriber's regularly scheduled service, up to the maximum service frequency stated above, and the Contractor may charge a Rate not to exceed the Maximum Rate for the on-call service.

The Contractor may Collect Recyclable Materials Overages and shall not charge the Subscriber for Collection of Recyclable Materials Overages, as described in Subsection 7.7.B.

The Contractor shall provide at least one (1) Recyclable Materials Container in every location where a Solid Waste Container is located, in a reasonable Service Level proportionate to the Solid Waste Collection. The Contractor shall deliver Recyclable Materials Collection Container(s) so that every Multi-Family Subscriber has received such Containers by Rate Year Three.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The Contractor shall store and distribute Authority-provided Multi-Family Recyclable Materials totes upon request by property manager or Resident, at no additional charge to Subscriber.

For Multi-Family Premises that have sixteen (16) or more Dwelling Units, the Contractor shall, upon request of the property manager, Collect discarded Household Batteries placed for Collection in Contractor-provided buckets. The Collection location of the Household Battery buckets will be mutually agreed upon by the Contractor and the property manager (e.g., inside the onsite property manager's office). Household Battery buckets shall have lids, be no more than five (5) gallons, and have labels approved in advance by the Authority. The Collection schedule shall be on-call, at the request of the property manager, and the Contractor shall Collect the Household Battery buckets within seven (7) Business Days of the request. The Contractor shall Transport all Household Batteries to the Approved Maintenance Yard, where the Contractor shall arrange for proper Recycling.

Other Requirements: At Subscriber's request, the Contractor shall open and close gates, lock and unlock enclosures and Containers, or perform other services as reasonably necessary to access and empty Containers. Provision of such services shall be included in and shall not be in addition to the Rates the Contractor charges for Multi-Family Solid Waste Collection service. The Contractor shall push and/or pull Containers at Subscriber's request. The Contractor shall push/pull Multi-Family Containers up to twenty-five (25) feet out and twenty-five (25) feet back for no additional charge. The Contractor shall charge the Subscriber a Rate not to exceed the Maximum Rate for push/pull services beyond twenty-five (25) feet.

C. **Commingled Organics Collection.** The Contractor shall Collect Commingled Organics in Contractor-provided Containers and/or Subscriber-provided Compactors not less than one (1) time per week from Multi-Family Subscribers. This service shall be provided by the Contractor at no charge to the Subscriber, as the cost for Commingled Organics Collection service shall be included in the Multi-Family Rate for Solid Waste Collection Service.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: The Contractor shall provide the following Container sizes to Customers at the request of the Subscriber:

20-, 32-, 64-, and 96-gallon Carts

1-, 2-, 3-, 4-, 5-, and 6-cubic yard Bins

8-, 10-, 20-, 30-, and 40-cubic yard Drop Boxes

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The Contractor shall service the following Container sizes provided by the Subscriber:

1.5-, 2-, 3-, 4-, and 6-cubic yard Compactors

Service Frequency: Up to five (5) times per week, Monday through Friday; as requested by Subscriber

Service Location: Curbside or other Subscriber-directed or Customer-selected service location at the Multi-Family Premises

Additional Service: Upon Subscriber request, and to accommodate periodic additional service needs, the Contractor shall provide on-call Collection service at a greater frequency than the Subscriber's regularly scheduled service, up to the maximum service frequency stated above, and the Contractor may charge a Rate not to exceed the Maximum Rate for the on-call service.

The Contractor may Collect Commingled Organics Overages and shall not charge the Subscriber for Collection of Commingled Organics Overages, as described in Subsection 7.7.B.

The Contractor shall provide at least one (1) Commingled Organics Container in every location where a Solid Waste Container is located, in a reasonable Service Level proportionate to Solid Waste Collection. The Contractor shall deliver Commingled Organics Collection Container(s) so that every Multi-Family Subscriber has received such Containers by Rate Year Three.

Commingled Organics Service Level for Multi-Family shall, at a minimum, be equivalent to three (3) gallons of service per Dwelling Unit per week to all Multi-Family Premises by Rate Year Three.

The Contractor shall store and distribute Authority-provided 3-gallon or similar sized kitchen Food Scrap pails, upon request by property manager or Resident, at no additional charge to Subscriber.

The Contractor shall Collect used cooking oil in a Used Oil Recovery Kit in a similar manner to Single-Family Collection service at a location mutually agreed upon by the Contractor and the property manager (e.g., inside the onsite property manager's office).

Other Requirements: At Subscriber's request, the Contractor shall open and close gates, lock and unlock enclosures and Containers, or perform other services as reasonably necessary to access and empty Containers. Provision of such services shall be included in and shall not be in addition to the Rates the Contractor charges for Multi-Family Solid Waste Collection service. The Contractor shall push and/or pull Containers at Subscriber's request. The

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Contractor shall push/pull Commercial Containers up to twenty-five (25) feet out and twenty-five (25) feet back for no additional charge. The Contractor shall charge the Subscriber a Rate not to exceed the Maximum Rate for push/pull services beyond twenty-five (25) feet. The Contractor may at its discretion, on a case-by-case basis, restrict the use of 3-, 4-, 5- and 6-yard Commingled Organics Bins, if the density of material placed by Customers results in the Bins exceeding the manufacturers capacity guidelines for the Bins or the ability for the Collection vehicles hydraulics to safely lift the Bin.

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EXHIBIT B-3:
COMMERCIAL COLLECTION SERVICES

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EXHIBIT B-3
COMMERCIAL COLLECTION SERVICES

The Contractor shall provide the services described in this Exhibit B to any Commercial Subscriber within the Authority Service Area who subscribes with the Contractor for such service and the Contractor shall charge a Rate not to exceed the Maximum Rate for requested service.

A. **Solid Waste Collection**. The Contractor shall Collect Solid Waste in the Contractor-provided Containers and/or Subscriber-provided Compactors not less than one (1) time per week from Commercial Subscribers.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: The Contractor shall provide the following Container sizes to Subscribers at the request of the Subscriber:

32-, 64-, and 96-gallon Carts

1-, 2-, 3-, 4-, 5-, 6-, and 8-cubic yard Bins

8-, 10-, 20-, 30-, and 40-cubic yard Drop Boxes

The Contractor shall service the following Container sizes provided by the Subscriber:

1.5-, 2-, 3-, 4-, and 6-cubic yard Compactors

Service Frequency: Up to six (6) times per week, as requested by Subscriber

Service Location: Curbside or other Subscriber-selected service location at the Commercial Premises

Additional Service: Upon Subscriber request and to accommodate periodic additional service needs, the Contractor shall provide on-call Collection service at a greater frequency than the Subscriber's regularly scheduled service, up to the maximum service frequency listed above, and the Contractor may charge the Subscriber a Rate not to exceed the Maximum Rate for the on-call service.

Upon Subscriber's request, the Contractor shall replace Subscriber's Bin with a clean and functional Bin one (1) time each year if Subscriber requests such Bin cleaning or maintenance.

The Contractor shall Collect Solid Waste Overages and may charge the Subscriber for Collection of Solid Waste Overages, as described in Subsection 7.7.B.

Other Requirements: At Subscriber's request, the Contractor shall open and close gates, lock and unlock enclosures and Containers, or perform other services as reasonably necessary to access and empty Containers. Provision of such services shall be included in and shall not be in addition to the Rates the Contractor charges for Commercial Solid Waste Collection service. The

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Contractor shall push and/or pull Containers at Subscriber's request. The Contractor shall push/pull Commercial Containers up to twenty-five (25) feet and back for no additional charge. The Contractor shall charge the Subscriber a Rate not to exceed the Maximum Rate for push/pull services beyond twenty-five (25) feet.

B. **Recyclable Materials Collection**. The Contractor shall Collect Recyclable Materials in Contractor-provided Containers and/or Subscriber-provided Compactors not less than one (1) time per week from Commercial Subscribers. This service shall be provided by the Contractor at no charge to the Subscriber, as the cost for Recyclable Materials Collection service shall be included in the Commercial Rate for Solid Waste Collection Service.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: The Contractor shall provide the following Container sizes to Subscribers at the request of the Subscriber:

32-, 64-, and 96-gallon Carts

1-, 2-, 3-, 4-, 5-, 6-, and 8-cubic yard Bins

8-, 10-, 20-, 30-, and 40-cubic yard Drop Boxes

The Contractor shall service the following Container sizes provided by the Subscriber:

1.5-, 2-, 3-, 4-, and 6-cubic yard Compactors

Service Frequency: Up to six (6) times per week, as requested by Subscriber

Service Location: Curbside or other Subscriber-selected service location at the Commercial Premises

Additional Service: Upon Subscriber request, and to accommodate periodic additional service needs, the Contractor shall provide on-call Collection service at a greater frequency than the Subscriber's regularly scheduled service, up to the maximum service frequency stated above, and the Contractor may charge a Rate not to exceed the Maximum Rate for the on-call service.

The Contractor may Collect Recyclable Materials Overages and shall not charge the Subscriber for Collection of Recyclable Materials Overages, as described in Subsection 7.7.B.

The Contractor shall provide at least one (1) Recyclable Materials Container in every location where a Solid Waste Container is located, in a reasonable Service Level proportionate to Solid Waste Collection. Unless otherwise provided by the Subscriber, the Contractor shall deliver

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Recyclable Materials Collection Container(s) so that every Commercial Subscriber has received such Containers by Rate Year Three.

The Contractor shall store and distribute Authority-provided indoor Recyclable Materials Collection Containers (e.g., "Slim Jims") to: (i) all new Subscribers automatically; and, (ii) current Subscribers upon request, at no additional charge to Subscriber. The Contractor shall provide up to five hundred (500) total indoor Recyclable Materials Collection Containers per Rate Year for all Customers combined.

Other Requirements: At Subscriber's request, the Contractor shall open and close gates, lock and unlock enclosures and Containers, or perform other services as reasonably necessary to access and empty Containers. Provision of such services shall be included in and shall not be in addition to the Rates the Contractor charges for Commercial Solid Waste Collection service. The Contractor shall push and/or pull Containers at Subscriber's request. The Contractor shall push/pull Commercial Containers up to twenty-five (25) feet out and twenty-five (25) feet back for no additional charge. The Contractor shall charge the Subscriber a Rate not to exceed the Maximum Rate for push/pull services beyond twenty-five (25) feet.

C. **Commingled Organics Collection.** The Contractor shall Collect Commingled Organics in Contractor-provided Containers and/or Subscriber-provided Compactors not less than one (1) time per week from Commercial Subscribers. This service shall be provided by the Contractor at no charge to the Subscriber as the cost for Commingled Organics Collection service shall be included in the Commercial Rate for Solid Waste Collection Service.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: The Contractor shall provide the following Container sizes to Subscribers at the request of the Subscriber:

32-, 64-, and 96-gallon Carts

1-, 2-, 3-, 4-, 5-, and 6-cubic yard Bins;

8-, 10-, 20-, 30-, and 40-cubic yard Drop Boxes

The Contractor shall service the following Container sizes provided by the Subscriber:

1.5-, 2-, 3-, 4-, and 6-cubic yard Compactors.

Service Frequency: Up to five (5) times per week, Monday through Friday, as requested by Subscriber

Service Location: Curbside or other Subscriber-selected service location at the Commercial Premises

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Additional Service: Upon Subscriber request, and to accommodate periodic additional service needs, the Contractor shall provide on-call Collection service at a greater frequency than the Subscriber's regularly scheduled service, up to the maximum service frequency stated above, and the Contractor may charge a Rate not to exceed the Maximum Rate for the on-call service.

The Contractor may Collect Commingled Organics Overages and shall not charge the Subscriber for Collection of Commingled Organics Overages, as described in Subsection 7.7.B.

The Contractor shall provide at least one (1) Commingled Organics Container in every location where a Solid Waste Container is located, in a reasonable Service Level proportionate to Solid Waste Collection. The Contractor shall deliver Commingled Organics Collection Container(s) so that every Commercial Subscriber has received such Containers by Rate Year Three.

The Contractor shall store and distribute Authority-provided indoor Commingled Organics Collection Containers (e.g., "Slim Jims") to: (i) all new Subscribers automatically; and, (ii) current Subscribers upon request, at no additional charge to Subscriber. The Contractor shall provide up to five hundred (500) total indoor Commingled Organics Collection Containers per Rate Year for all Customers combined.

Other Requirements: At Subscriber's request, the Contractor shall open and close gates, lock and unlock enclosures and Containers, or perform other services as reasonably necessary to access and empty Containers. Provision of such services shall be included in and shall not be in addition to the Rates the Contractor charges for Commercial Solid Waste Collection service. The Contractor shall push and/or pull Containers at Subscriber's request. The Contractor shall push/pull Commercial Containers up to twenty-five (25) feet for no additional charge. The Contractor shall charge the Subscriber a Rate not to exceed the Maximum Rate for push/pull services beyond twenty-five (25) feet. The Contractor may at its discretion, on a case-by-case basis, restrict the use of 3-, 4-, 5- and 6-yard Commingled Organics Bins, if the density of material placed by Customers results in the Bins exceeding the manufacturer's capacity guidelines for the Bin(s) or the ability for the Collection vehicles hydraulics to safely lift the Bin.

D. **Commercial Food Scraps Collection.** The Contractor shall Collect Commercial Food Scraps in Contractor-provided Containers not less than one (1) time per week from Commercial Subscribers. This service shall be provided by the Contractor at no charge to the Subscriber, as the cost for Commercial Food Scraps Collection service shall be included in the Commercial Rate for Solid Waste Collection.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Containers:	Carts, Bins
Container Sizes:	32- and 64-gallon Carts 1- and 2-cubic yard Bins
Service Frequency:	Up to five (5) times per week, Monday through Friday, as requested by Subscriber
Service Location:	Curbside or other Subscriber-selected service location at the Commercial Premises
Additional Service:	Upon Subscriber request and to accommodate periodic additional service needs, the Contractor shall provide on-call Collection service at a greater frequency than the Subscriber's regularly scheduled service, up to the maximum service frequency, and the Contractor shall charge a Rate not to exceed the Maximum Rate for the on-call service. The Contractor may Collect Commercial Food Scraps Overages and shall not charge the Subscriber for Collection of Commercial Food Scraps Overages, as described in Subsection 7.7.B. The Contractor shall store and distribute Authority-provided indoor Commercial Food Scraps Collection Containers (e.g., "Slim Jims") to: (i) all new Subscribers automatically; and, (ii) current Subscribers upon request, at no additional charge to Subscriber. Contractor shall provide up to five hundred (500) total indoor Commercial Food Scraps Collection Containers per Rate Year for all Customers combined.
Other Requirements:	At Subscriber's request, the Contractor shall open and close gates, lock and unlock enclosures or Containers, or perform other services as reasonably necessary to access and empty Containers. Provision of such services shall be included in and shall not be in addition to the Rates the Contractor charges for Commercial Solid Waste Collection service. The Contractor shall push and/or pull Containers at Subscriber's request. The Contractor shall push/pull Commercial Containers up to twenty-five (25) feet out and twenty-five (25) feet back for no additional charge. The Contractor shall charge the Subscriber a Rate not to exceed the Maximum Rate for push/pull services beyond twenty-five (25) feet

E. **Large Commercial Accounts.** Prior to the Commencement Date and annually thereafter, the Contractor shall meet with Authority to identify particularly large or otherwise atypical Commercial Subscribers that may pose unique obstacles to the Contractor in terms of providing Collection and/or Billing services. On or before the Commencement Date, and annually thereafter as needed, the Contractor shall meet with the identified Subscribers to plan Collection services, agree on Billing arrangements, plan public education approach, and address other plans as needed to fit the Subscribers' unique circumstances.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

For example, Rossmoor, the senior adult community in Walnut Creek that is home to approximately nine thousand six hundred (9,600) people, shall be considered a large Commercial account for the purposes of this Section. It includes approximately six thousand seven hundred (6,700) Dwelling Units, two (2) golf courses, swimming pools, tennis courts, a fitness center, several clubhouses, and a restaurant. Housing includes a wide variety of stand-alone and attached dwellings, including cooperatives, condominiums, and Single-Family and Multi-Family homes spread out over one thousand eight hundred (1,800) acres. Rossmoor requires a variety of Collection service arrangements, ranging from Single-Family Cart service, Multi-Family Cart service, Multi-Family and Commercial Bin service, and Drop Box service. The Contractor shall provide Collection service to the Rossmoor community in a manner that meets the needs of Rossmoor's management, which may change over the Term of the Agreement. The Contractor's Collection services shall include provision of Collection services for the Rossmoor Recycling center, which requires Collection of Drop Boxes containing Green Materials and Collection of various Recyclable Materials. The Contractor shall Collect Yard Trimmings from Drop Boxes at the Rossmoor Recycling center as frequently as Rossmoor's management requests and shall provide such service at no charge. The Contractor shall provide the Rossmoor community with a singular point of contact for service needs, complaints, and Billing inquiries. The Contractor shall work with Rossmoor to identify a Rossmore contact who will serve as the main point of contact for all Resident service needs, complaints, and Billing inquires, at least thirty (30) Days before the Commencement Date. The Rossmoor point of contact shall be in lieu of individual Residents contacting the Contractor for Customer service needs.

F. **Public School Districts.** The Contractor shall provide, upon request by the school district, Commercial Collection services to public schools within the Service Area at the Commercial Rates for the Member Agency in which the public school is located. The Contractor shall provide Recyclable Materials, Commingled Organics, and Commercial Food Scraps Collection services to public schools at no additional charge, provided that those schools also Subscribe to Solid Waste Collection services from the Contractor. The Contractor is not obligated to provide Recyclable Materials, Commingled Organics, and Commercial Food Scraps Collection at no charge to schools that do not also Subscribe to Solid Waste Collection from the Contractor, except as noted in this Subsection F.

The Contractor and the Authority acknowledge that there are some public schools in the Service Area that, prior to March 1, 2027, received Commingled Organics Collection services from the Contractor at no charge without also subscribing to Solid Waste services. The Contractor shall continue to provide Commingled Organics Services, at current Service Levels, to those schools, at no charge, throughout the Term of the Agreement, regardless of whether or not those schools subscribe to Solid Waste Collection services from the Contractor. Those public schools and their current Service Levels are identified below. In the event that any of the below listed schools want to adjust their Service Level, the Parties agree to meet and confer to determine how best to proceed with continuing to provide service to the listed schools.

Since these sixteen (16) schools receive service at no charge and do not have transactional accounts set up with the Authority (over ninety (90) Carts total), these locations are exempt from the Missed Container and Incomplete Route credit programs described in Section 7.7.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-3
COMMERCIAL COLLECTION SERVICES

School	Address	City	Organics Service	Frequency
Alamo Elementary School	100 Wilson Rd	Alamo	4x64-gal org	1x/wk
Charlotte Wood Middle School	600 El Capitan Dr	Danville	10x96-gal org	1x/wk
Creekside Elementary School	6011 Massara St	Danville	5x96-gal org	1x/wk
Diablo Vista Middle School	4100 Camino Tassajara	Danville	9x96-gal org	1x/wk
Green Valley Elementary School	1001 Diablo Rd	Danville	2x96-gal org	1x/wk
Greenbrook Elementary School	1475 Harlan Dr	Danville	6x96-gal org	1x/wk
John Baldwin Elementary School	741 Brookside Dr	Danville	5x96-gal org	1x/wk
Los Cerros Middle School	968 Blemer Rd	Danville	5x96-gal org	1x/wk
Montair Elementary School	300 Quinterra Ln	Danville	2x96-gal org	1x/wk
Monte Vista High School	3131 Stone Valley Rd	Danville	6x96-gal org	1x/wk
Rancho Romero Elementary School	180 Hemme Ave	Alamo	4x96-gal org	1x/wk
San Ramon Valley High School	501 Danville Blvd	Danville	10x64-gal org	1x/wk
Stone Valley Middle School	3001 Miranda Ave	Alamo	5x96-gal org	1x/wk
Sycamore Valley Elementary	2200 Holbrook Dr	Danville	7x64-gal org	1x/wk
Tassajara Hills Elementary	4675 Camino Tassajara Rd	Danville	5x96-gal org	1x/wk
Vista Grande Elementary	667 Diablo Rd	Danville	6x96-gal org	1x/wk

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-4:
MEMBER AGENCY COLLECTION SERVICES

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-4
MEMBER AGENCY COLLECTION SERVICES

The Contractor shall provide the services described in this Exhibit B to any Member Agency Facilities, as described on the list below. The Contractor shall provide these Collection services to Member Agency Facilities at no additional charge.

A. **Franchised Material Collection**. The Contractor shall Collect Franchised Materials in Contractor-provided Containers not less than one (1) time per week from Member Agency Facilities, unless otherwise agreed to by the Member Agency and the Contractor.

Containers: Carts, Bins, Drop Boxes, Compactors

Container Sizes: The Contractor shall provide the Container sizes to Member Agency Facilities at the request of the Member Agency, as described in the below list.

Service Frequency: Up to six (6) times per week, as described below (Commingled Organics Collection is not available on Saturday). The Contractor shall Collect from Member Agency Facilities Monday through Friday, or on Saturday following non-working Holidays. Public Space Containers shall be picked up at the frequency described in Exhibit B-6.

Service Location: Member Agency-selected service location at the Member Agency Facilities. The Contractor shall work with each Member Agency to determine acceptable service location for standard Collection and specific location(s) for Bins and Drop Boxes.

Additional Service: The Contractor shall provide special event Collection pursuant to Section 5.8 of the Agreement for eighteen (18) special events per Rate Year, as designated by the Authority.

The Contractor shall Collect Solid Waste, Recyclable Materials, and Commingled Organics public litter Containers at the downtown locations and Days as described in Exhibit B-6. Commingled Organics Collection is not available on Saturday.

The Contractor shall provide on-call temporary Drop Box services upon Member Agency request at locations throughout the Member Agency's Service Area per Subsection 5.7.C. The Contractor shall provide a maximum of twenty (20) Drop Box Collections (pulls) per Rate Year to each Member Agency at no additional cost to the Member Agencies. The temporary Drop Box locations do not have to be at Member Agency Facilities and are in addition to the regular Drop Box services provided to Member Agency Facilities.

The Contractor may, at its discretion and on a case-by-case basis, restrict the use of Drop Boxes for Commingled Organics, if the density of material placed by Customers results in the Drop Boxes exceeding the

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

manufacturers' capacity guidelines for the Drop Boxes or the ability for the Collection vehicles' hydraulics to safely Collect the Drop Boxes.

The Contractor shall Collect Franchised Materials Overages and shall not charge the Member Agency for Collection of Recyclable Materials, Commingled Organics, or Commercial Food Scraps Overages. The Contractor shall work with the staff at Member Agency Facilities to minimize Overages.

Jurisdiction	Address
Danville	510 La Gonda Way
Danville	500 La Gonda Way
Danville	400 Hartz Avenue
Danville	1000 Tassajara Ranch Road
Danville	400 Front Street
Danville	816 Brookside Drive
Danville	233 Front Street
Danville	1025 La Gonda Way
Danville	1000 Sherburne Hills Road
Danville	3005 Stone Valley Road
Lafayette	3001 Camino Diablo
Lafayette	3500 Mt Diablo Blvd
Lafayette	500 St Marys Rd
Lafayette	711 St Marys Rd
Lafayette	3491 Mt Diablo Blvd
Lafayette	3471 Mt Diablo Blvd
Lafayette	480 St Marys Rd
Moraga	2100 Donald Dr
Moraga	329 Rheem Blvd
Moraga	1500 Saint Marys Rd
Moraga	335 Rheem Blvd
Orinda	26 Orinda Way
Orinda	10 Orinda Fields Ln
Orinda	186 Camino Pablo
Walnut Creek	Arbolado & Sutton Dr
Walnut Creek	1035 Castle Rock Rd
Walnut Creek	501 Lawrence Way
Walnut Creek	1666 N Main St
Walnut Creek	1313 Civic Dr
Walnut Creek	1365 Civic Dr
Walnut Creek	1375 Civic Dr
Walnut Creek	1750 Heather Dr
Walnut Creek	511 Lawrence Way

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-4
MEMBER AGENCY COLLECTION SERVICES

Walnut Creek	1860 Glenhaven Ave
Walnut Creek	301 N San Carlos Dr
Walnut Creek	600 N San Carlos Dr
Walnut Creek	600 N San Carlos Dr
Walnut Creek	2751 Buena Vista Ave
Walnut Creek	1601 Civic Dr
Walnut Creek	111 N Wiget Ln
Walnut Creek	2055 Tice Valley Blvd
Walnut Creek	1644 N Broadway
Walnut Creek	3820 Valley Vista Rd
Walnut Creek	390 N San Carlos Dr
Walnut Creek	1646 N California Blvd
County	2661 Oak Grove Rd
County	2020 N Broadway
Moraga	2101 Camino Pablo

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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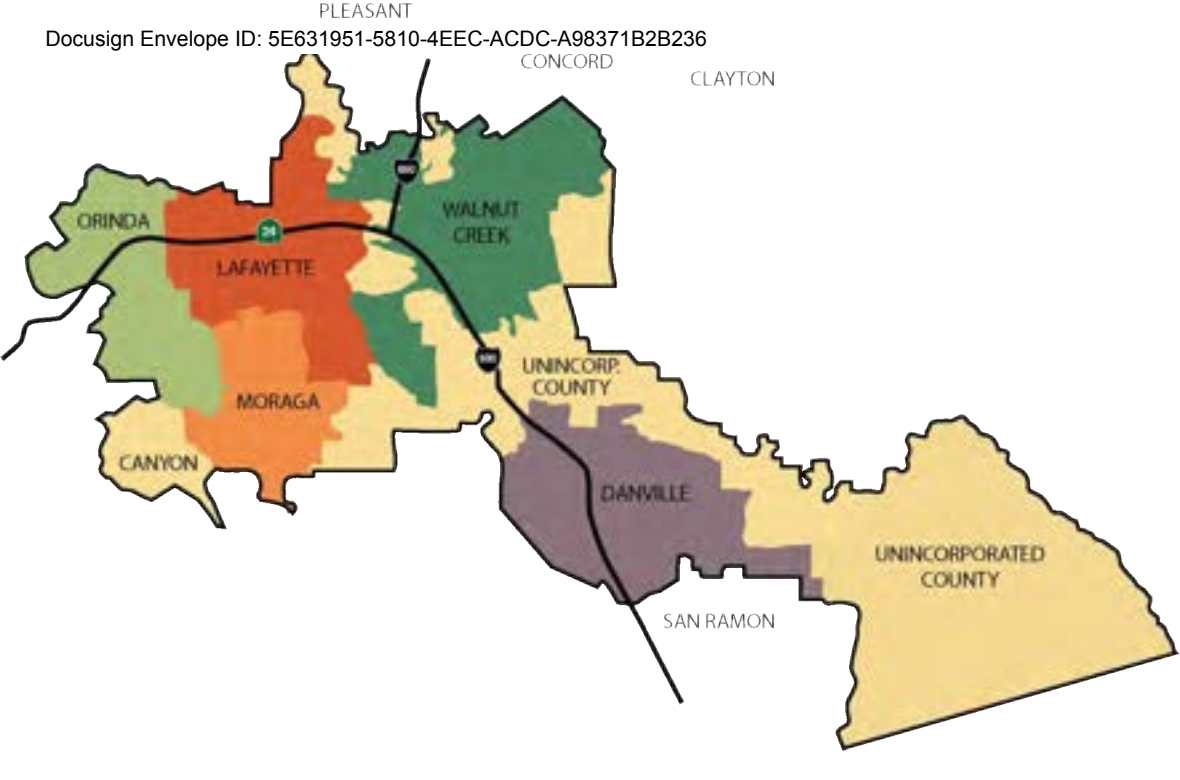
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EXHIBIT B-5:
SERVICE AREA MAP

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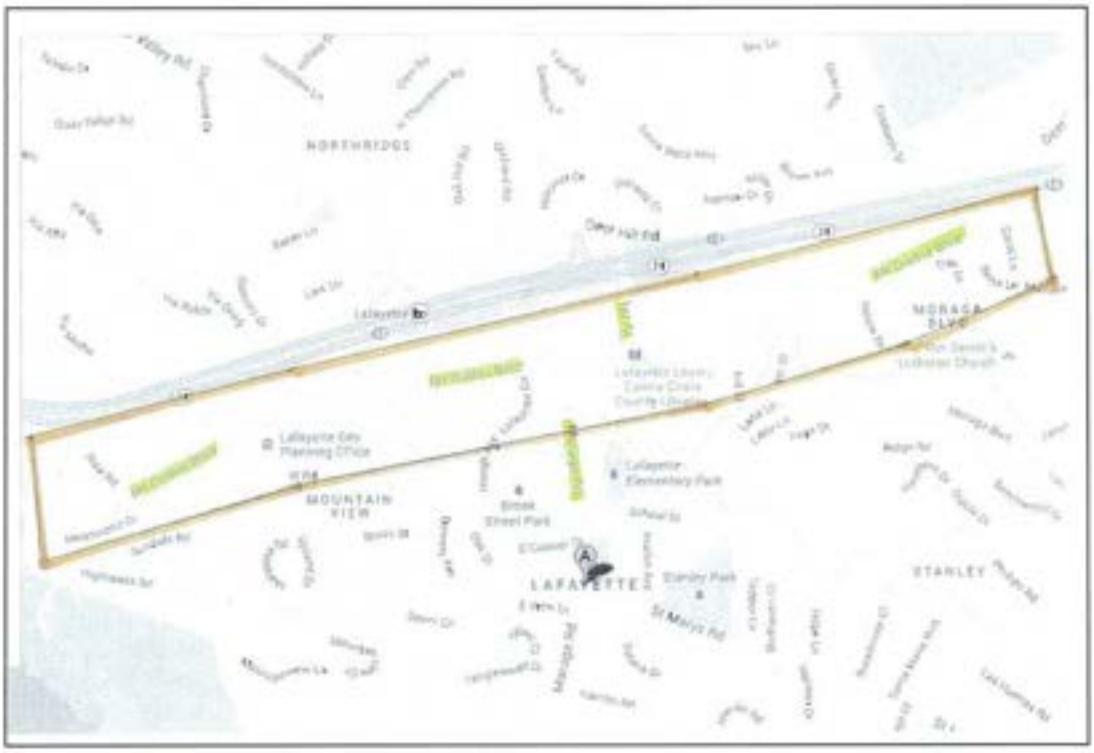
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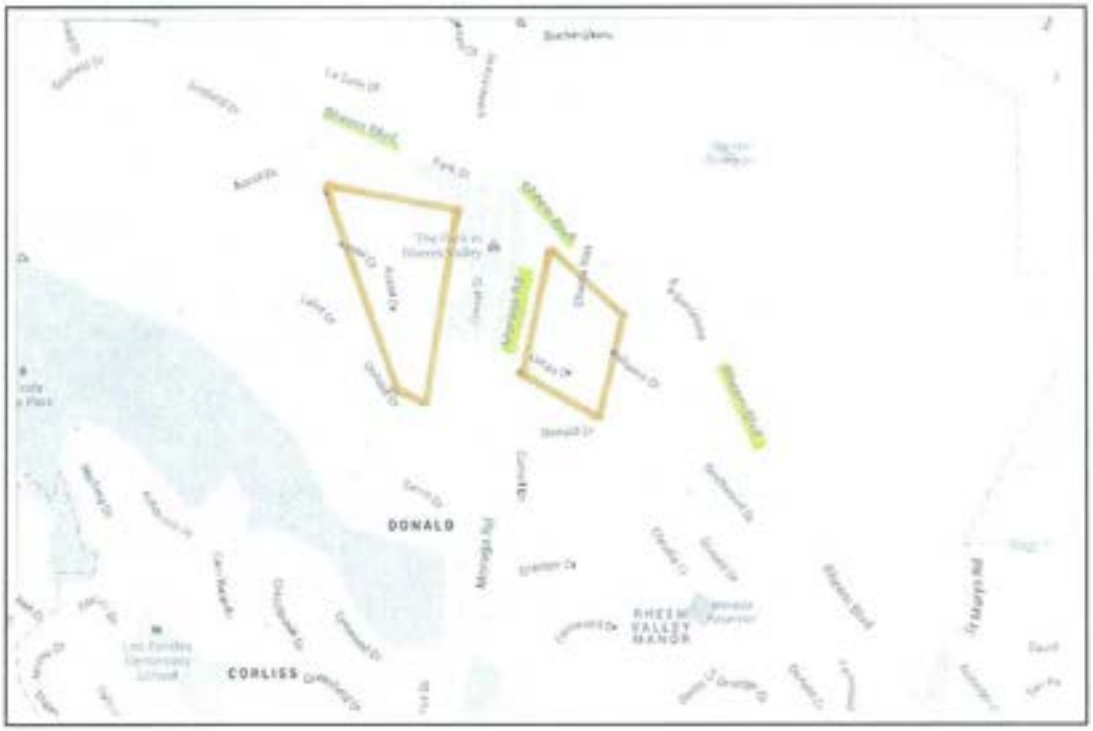
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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT J
COMMERCIAL PREMISES LOCATED NEARBY RESIDENTIAL PREMISES





Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6:
PUBLIC LITTER CONTAINER LOCATIONS

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

Walnut Creek Service Locations

STREET	REFERENCE ADDRESS	LOCATION	TYPE	Stream	Saturday Collection
N Main St	Near Civic Dr & N Main St	sidewalk area near restaurants	sidewalk	Trash	Yes
N California Blvd	Near Locust St & N California Blvd	adjacent to parking structure	sidewalk	Trash	Yes
Mount Diablo Blvd	Between N California Blvd & S Main St	heavy pedestrian area near retail shops	sidewalk	Trash	Yes
S Main St	Between Mount Diablo Blvd & Botelho Dr	downtown sidewalk zone	sidewalk	Trash	Yes
S California Blvd	Near Botelho Dr & S California Blvd	near parking and commercial entrances	sidewalk	Trash	Yes
Cypress St	Near Locust St & N Main St	commercial business area	sidewalk	Trash	Yes
Broadway Plaza St	Around Broadway Plaza & Mt Diablo Blvd	shopping center sidewalks	commercial zone	Trash	Yes
Locust St	Between Cypress St & Mt Diablo Blvd	food and retail corridor	sidewalk	Trash	Yes
Olympic Blvd	Intersection with S California Blvd	near Alma Park vicinity	sidewalk	Trash	Yes

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

Danville Service Locations

No.	STREET	REFERENCE ADDRESS	LOCATION	TRASH/ RECYCLE	TYPE	Count	Saturday Service
1	Danville Blvd. (NB)	intersection of El Cerro Blvd. & Danville Blvd.	next to bus stop area	Trash	sidewalk	1	Yes
2	Danville Blvd. (SB)	intersection of El Cerro Blvd. & Danville Blvd.		Trash	sidewalk	2	Yes
3	Danville Blvd. (NB)	501 Danville Blvd.	in front of San Ramon Valley High School tennis courts	Trash	school grounds	3	Yes
4R	Danville Blvd. (SB)	501 Danville Blvd.	in front of San Ramon Valley High School tennis courts	Recycle	school grounds	4	Yes
5	Danville Blvd. (SB)	501 Danville Blvd.	Exit parking lot from SRVHS gym.	Trash	sidewalk	5	Yes
6R	Danville (SB)	501 Danville Blvd.	Exit parking lot from SRVHS gym.	Recycle	sidewalk	6	Yes
7	Danville (SB)	501 Danville Blvd.	in front of SRVHS, close to cross walk	Trash	sidewalk	7	Yes
8	Danville Blvd. (NB)	Intersection of Danville Blvd. & La Gonda Way		Trash	sidewalk	8	Yes
9	Danville Blvd. (SB)	501 Danville Blvd.	in front of SRVHS, next to bus stop area	Trash	sidewalk	9	Yes
10R	Danville Blvd. (SB)	501 Danville Blvd.	in front of SRVHS, next to bus stop area	Recycle	sidewalk	10	Yes
11	Hartz Ave. (NB)	110 Hartz Ave.	by The Dog parking lot	Trash	sidewalk	11	Yes
12R	Hartz Ave. (NB)	110 Hartz Ave.	by The Dog parking lot	Recycle	sidewalk	12	Yes
13	Hartz Ave. (SB)	145 Hartz Ave.	next to Chevron Extra Mile	Trash	sidewalk	13	Yes
14R	Hartz Ave. (SB)	145 Hartz Ave.	next to Chevron Extra Mile	Recycle	sidewalk	14	Yes
15	Hartz Ave. (NB)	150 Hartz Ave.	In front of Uncle Wangs Chinese	Trash	sidewalk	15	Yes

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

16	Hartz Ave. (SB)	195 Hartz Ave.	in front of parking lot area of Auto Care	Trash	sidewalk	16	Yes
17R	Hartz Ave. (SB)	195 Hartz Ave.	in front of parking lot area of Auto Care	Recycle	sidewalk	17	Yes
18	Hartz Ave. (NB)	200 Hartz Ave.	intersection of Linda Mesa Ave. & Hartz Ave.	Trash	sidewalk	18	Yes
19	Hartz Ave. (NB)	290 Hartz Ave.	intersection of Diablo Rd. & Hartz Ave.	Trash	sidewalk	19	Yes
20	Hartz Ave. (SB)	301 Hartz Ave.	intersection of Diablo Rd. & Hartz Ave.	Trash	sidewalk	20	Yes
21	Hartz Ave. (SB)	103 Hartz Ave.	intersection of Diablo Rd. & Hartz Ave. in front of Clock Tower Plaza	Trash	sidewalk	21	Yes
22R*	Hartz Ave. (SB)	103 Hartz Ave.	intersection of Diablo Rd. & Hartz Ave. in front of Clock Tower Plaza	Recycle	sidewalk	22	Yes
23	Hartz Ave. (NB)	310 Hartz Ave.	in front of Palteco Credit Union	Trash	sidewalk	23	Yes
24R*	Hartz Ave. (NB)	310 Hartz Ave.	in front of Palteco Credit Union	Recycle	sidewalk	24	Yes
25	Diablo Rd.		in front to of Collins & Ramos	Trash	sidewalk	25	Yes
26	Diablo Rd.	155 Diablo Rd.	next to BevMo parking lot	Trash	sidewalk	26	Yes
27	Hartz Ave. (SB)	331 Hartz Ave.	in front of The Crown	Trash	sidewalk	27	Yes
28	Hartz Ave. (SB)	369 Hartz Ave.	in front of Elliots	Trash	sidewalk	28	Yes
29	Hartz Ave. (SB)	391 Hartz Ave.	in front of Twenty One Tango	Trash	sidewalk	29	Yes
30R*	Hartz Ave. (SB)	391 Hartz Ave.	in front of Twenty One Tango	Recycle	sidewalk	30	Yes
31	Hartz Ave. (SB)	425 Hartz Ave.	in front of Molly Pup-Purr-Ee	Trash	sidewalk	31	Yes
32	Hartz Ave. (NB)	398 Hartz Ave.	in front of Starbucks	Trash	sidewalk	32	Yes

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

33R*	Hartz Ave. (NB)	398 Hartz Ave.	in front of Starbucks	Recycle	sidewalk	33	Yes
34	Hartz Ave. (NB)	411 Hartz Ave.	in front of Hartz & Soles	Trash	sidewalk	34	Yes
35R*	Hartz Ave. (NB)	411 Hartz Ave.	in front of Hartz & Soles	Recycle	sidewalk	35	Yes
36	Hartz Ave. (SB)	445 Hartz Ave.	in front of Danville Cigar	Trash	sidewalk	36	Yes
37	Hartz Ave. (SB)	495 Hartz Ave.	in front of California Pedaler	Trash	sidewalk	37	Yes
38	Hartz Ave. (NB)	480 Hartz Ave.	In front of Vine at Bridges	Trash	sidewalk	38	Yes
39	Hartz Ave. (NB)	500 Hartz Ave.	in front of Amber Bistro	Trash	sidewalk	39	Yes
40R*	Hartz Ave. (NB)	500 Hartz Ave.	in front of Amber Bistro	Recycle	sidewalk	40	Yes
41	Hartz Ave. (SB)	585 Hartz Ave.	in front of Pacific Bay Interiors	Trash	sidewalk	41	Yes
42	Railroad Ave. (NB)	428 Railroad Ave.	in front of Country Waffles	Trash	sidewalk	42	Yes
43	Hartz Ave. (NB)	Iron Horse Trail Intersection	corner of Iron Horse Trail entrance	Trash	sidewalk	43	Yes
44R	Hartz Ave. (NB)	Iron Horse Trail Intersection	corner of Iron Horse Trail entrance	Recycle	sidewalk	44	Yes
45	San Ramon Valley Blvd. (SB)	499 San Ramon Valley Rd.	at bus stop in front of Koko Fit Club by Sonora Ave.	Trash	sidewalk	45	Yes
46	San Ramon Valley Blvd. (NB)	558 San Ramon Valley Rd.	at bus stop next to Yokohama parking lot	Trash	sidewalk	46	Yes
47	San Ramon Valley Blvd. (SB)	579 San Ramon Valley Blvd.	intersection of Town & Country Dr. , in front of Oak Tree Animal Hospital	Trash	sidewalk	47	Yes
48	San Ramon Valley Blvd. (SB)	585 San Ramon Valley Blvd.	intersection of Town & Country Dr at bus stop area in front of Wells Fargo	Trash	sidewalk	48	Yes

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

49	San Ramon Valley Blvd. (NB)	620 San Ramon Valley Rd.	intersection of Town & Country Dr. in front of Bank of America, next to bus stop area	Trash	sidewalk	49	Yes
50	San Ramon Valley Blvd. (NB)	630 San Ramon Valley Rd.	in front of Better Homes	Trash	sidewalk	50	Yes
51	San Ramon Valley Blvd. (SB)	480 San Ramon Valley Rd.	in front of Citi Bank parking lot	Trash	sidewalk	51	Yes
52	San Ramon Valley Blvd. (SB)	440 Sycamore Valley Rd. West	in front of Mercantile Livery, next to bus stop area	Trash	sidewalk	52	Yes
53	San Ramon Valley Blvd. (NB)	660 San Ramon Valley Rd.	in front of Lucky's, next to bus stop area	Trash	sidewalk	53	Yes
54	San Ramon Valley Blvd. (NB)	736 Sycamore Valley Rd.	in front of Valero	Trash	sidewalk	54	Yes
55	Sycamore Valley Blvd.	Sycamore Valley Rd. East	Park N'Ride, next to bus stop area	Trash	sidewalk	55	Yes
56	Sycamore Valley Blvd.	Sycamore Valley Rd. East	Park N'Ride, next to bike racks	Trash	sidewalk	56	Yes
57	Sycamore Valley Blvd.	Sycamore Valley Rd. East	Park N'Ride, next to handicap parking stalls	Trash	sidewalk	57	Yes
58	Front St.	233 Front St.	Village Theater west side exit	Trash	facility	58	Yes
59	Front St.	233 Front St.	Village Theater east side exit	Trash	facility	59	Yes
60	Front St.	233 Front St.	Village Theater east side exit	Trash	facility	60	Yes
61	Front St.	233 Front St.	entrance to Village Theater	Trash	facility	61	Yes
62	Front St.	201 Front St.	Town Hall Meeting Hall entrance	Trash	facility	62	Yes
63R	Front St.	201 Front St.	Town Hall Meeting Hall entrance	Recycle	facility	63	Yes
64	Front St.	Front St.	public parking lot	Trash	parking lot	64	Yes
65	Front St.	Front St.	public parking lot	Trash	parking lot	65	Yes

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

66	Front St.	175 East Prospect Ave.	in front of Danville Chocolates	Trash	sidewalk	66	Yes
67	Prospect Ave.	175 East Prospect Ave. Ste. 100	in front of Tootsies	Trash	sidewalk	67	Yes
68	Prospect Ave.	145 East Prospect Ave.	in front of Ross Morgan & Associates	Trash	sidewalk	68	Yes
69	Prospect Ave.	400 Hartz Ave.	Vets Bldg.	Trash	sidewalk	69	Yes
70R	Prospect Ave.	400 Hartz Ave.	Vets Bldg.	Trash	sidewalk	70	Yes
71	Prospect Ave.	398 Hartz Ave.	side of Starbucks	Trash	sidewalk	71	Yes
72	Prospect Ave.	100 West Prospect Ave.	side entrance through Prospect to Clock Tower Parking lot	Trash	sidewalk	72	Yes
73	Railroad Ave. (NB)	390 Railroad Ave.	intersection of School St.	Trash	sidewalk	73	Yes
74	Railroad Ave. (NB)	294 Railroad Ave.	intersection of Church St. & Iron Horse Plaza	Trash	sidewalk	74	Yes
75R	Railroad Ave. (NB)	294 Railroad Ave.	intersection of Church St. & Iron Horse Plaza	Recycle	sidewalk	75	Yes
76	Railroad Ave. (SB)	345 Railroad Ave.	intersection of Iron Horse Plaza & Railroad Ave. (Lunardi's)	Trash	sidewalk	76	Yes
78	Railroad Ave Parking lot	205 Railroad Ave.	walkway entrance to Museum of the San Ramon Valley	Trash	facility	77	Yes
79R*	Railroad Ave Parking lot	205 Railroad Ave.	walkway entrance to Museum of the San Ramon Valley	Recycle	facility	78	Yes
80	Railroad Ave. (SB)	205 Railroad Ave.	in front of San Ramon Museum	Trash	sidewalk	79	Yes
83	Prospect Ave. West	Iron Horse Trail head	Iron Horse Trail head	Trash	trail	80	Yes
84	Prospect Ave. West	Iron Horse Trail head	Iron Horse Trail head	Trash	trail	81	Yes
86	Railroad Ave. (SB)	345 Railroad Ave.	in front of Chase	Trash	sidewalk	82	Yes
88	Clock Tower Parking Lot	Railroad Ave.	at end of brick paver walkway	Trash	parking lot	83	Yes

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

89R	Clock Tower Parking Lot	Railroad Ave.	at end of brick paver walkway	Recycle	parking lot	84	Yes
90	Railroad Ave. (SB)	155 Railroad Ave.	in front of Pascals	Trash	business entrance	85	Yes
91	Railroad Ave. (SB)	125 Railroad Ave.	in front of Subway	Trash	business entrance	86	Yes
92	Railroad Ave. (SB)	115 Railroad Ave.	in front of a Dress Image	Trash	business entrance	87	Yes
93	Railroad Ave. (NB)	31 Railroad Ave.	intersection of Linda Mesa Ave., next to bus stop area	Trash	sidewalk	88	Yes
94	Railroad Ave. (SB)	99 Railroad Ave.	intersection of Linda Mesa Ave. & Railroad Ave.	Trash	sidewalk	89	Yes
95	Railroad (NB)	85 Railroad Ave.	in front of Danville Square parking lot	Trash	sidewalk	90	Yes
96	Railroad Ave. (NB)	Intersection of Love Ln. & Railroad	in front of Chevron, next to bus stop area	Trash	sidewalk	91	Yes
97R	Railroad Ave. (NB)	Intersection of Love Ln. & Railroad	in front of Chevron, next to bus stop area	Recycle	sidewalk	92	Yes
98	Railroad Ave. (SB)	Intersection of Love Ln. & Railroad	by two large oaks	Trash	sidewalk	93	Yes
99R	Railroad Ave. (SB)	Intersection of Love Ln. & Railroad	by two large oaks	Recycle	sidewalk	94	Yes
100	Diablo Rd.	307 Diablo Rd.	in front of Bank of the West Parking lot	Trash	sidewalk	95	Yes
101	Railroad Ave. (SB)	155 Railroad Ave.	front of Something Old & Something New	Trash	sidewalk	96	Yes
103	Railroad Lot	205 Railroad Ave.	Railroad Lot	Trash	conc. Pad	97	Yes
104	Railroad Lot	205 Railroad Ave.	Railroad Lot	Trash	conc. Pad	98	Yes
105	El Pintado	222 W. El Pintado	San Ramon Creek/El Pintado Bridge	Trash	sidewalk	99	Yes
106	Hartz Ave.	115 Hartz Ave.	by "Danville" brick wall	Trash	sidewalk	100	Yes

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

Lafayette Service Locations

No.	Street Address	Street Name	Type	Stream
1	3658	Mt. Diablo Blvd.	Big Belly	Trash and Recycle
2	3650	Mt. Diablo Blvd.	Big Belly	Trash and Recycle
3	3640	Mt. Diablo Blvd.	Big Belly	Trash and Recycle
4	3632	Mt. Diablo Blvd.	Metal Traditional	Duet Trash / Recycle
5	3624	Mt. Diablo Blvd.	Big Belly	Recycling and High Capacity Trash
6	3614	Mt. Diablo Blvd.	Metal Traditional	Duet Trash / Recycle
7	3596	Mt. Diablo Blvd.	Big Belly	Trash and Recycle
8	3655	Mt. Diablo Blvd.	Big Belly	Trash and Recycle
9	3649	Trader Joes	Big Belly	Trash and Recycle
10	3637	Round Table	Big Belly	Recycling and High Capacity Trash
11	3629	Mt. Diablo Blvd.	Big Belly	Trash and Recycle
12	3625	Mt. Diablo Blvd.	Metal Traditional	Duet Trash / Recycle
13	3615	Mt. Diablo Blvd.	Big Belly	Trash and Recycle
14	3603	Mt. Diablo Blvd.	Big Belly	Trash and Recycle
15	3583	Mt. Diablo Blvd.	Metal Traditional	Duet Trash / Recycle
16	3571	Mt. Diablo Blvd.	Metal Traditional	Duet Trash / Recycle
17	3561	Mt. Diablo Blvd.	Big Belly	Recycling and High Capacity Trash
18	3574	Mt. Diablo Blvd.	Big Belly	High Capacity Trash
19	3553	Roundup Saloon	Big Belly	Recycling and High Capacity Trash
20	3547	Starbucks	Big Belly	High Capacity Trash and High Capacity Recycling

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EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

21	3530	Plaza Park	Big Belly	**4x High Capacity Trash and 2x High Capacity Recycling**
22	3523	Mt. Diablo Blvd.	Metal Traditional	Duet Trash / Recycle
23	3505	Golden Gate Way	Big Belly	High Capacity Trash and High Capacity Recycling
24	3491	Library	Big Belly	**2x High Capacity Trash, 1x Recycling, 1x Trash**
25	3483	Mt. Diablo Blvd.	Big Belly	Trash and Recycle
26	3463	Golden Gate Way	Metal Traditional	Duet Trash / Recycle
27		In Parking Lot	Big Belly	High Capacity Trash
28		Gazebo	Big Belly	High Capacity Trash
29	3379	Very Nice Pools	Metal Traditional	Duet Trash / Recycle
30	3322		Metal Traditional	Duet Trash / Recycle
31		Sandbag Station	Big Belly	Trash and Recycle
32	3849	Reservoir	Big Belly	Trash and Recycle

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

Orinda Service Locations

Location	Description	Type	Stream	Sat Service
Community Plaza	North Entrance	Big Belly	Trash	Y
Community Plaza	North Entrance	Big Belly	Recycling	Y
Downtown-Bus Stop #1 -	North side of Camino Pablo	Big Belly	Trash	Y
Downtown-Bus Stop #1 -	North side of Camino Pablo	Big Belly	Recycling	Y
Downtown-Bus Stop #2 -	South side of Camino Pablo	Big Belly	Trash	Y
Downtown-Bus Stop #2 -	South side of Camino Pablo	Big Belly	Recycling	Y
Downtown	Cine Cuvee	Big Belly	Trash	Y
Downtown	Cine Cuvee	Big Belly	Recycling	Y
Downtown-CVS SE	Corner of Moraga and Brookwood	Big Belly	Trash	Y
Downtown-CVS SE	Corner of Moraga and Brookwood	Big Belly	Recycling	Y
Downtown	Orinda Cleaners	Big Belly	Trash	Y
Downtown	Orinda Cleaners	Big Belly	Recycling	Y
Downtown	Bravo Pizza/Moraga	Big Belly	Trash	Y
Downtown	Bravo Pizza/Moraga	Big Belly	Recycling	Y
Downtown	Loard's on Brookwood	Big Belly	Waste	Y
Downtown	Loard's on Brookwood	Big Belly	Recycling	Y

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

Orinda Way North	Street Access from Golf Course	Big Belly	Trash	Y
Orinda Way North	Street Access from Golf Course	Big Belly	Recycling	Y
St Stephen's Trail		Big Belly	Trash	Y
St Stephen's Trail		Big Belly	Recycling	Y
Train Station	Bates Blvd/Davis Road	Big Belly	Trash	Y
Train Station	Bates Blvd/Davis Road	Big Belly	Recycling	Y

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT B-6
PUBLIC LITTER CONTAINER LOCATIONS

Moraga Service Locations

Location	Street Number	Street Name	Type	Trash	Recycling
Campo (1)	300	Moraga Rd	Street can	1x/week	
Campo (2)	475	Campolindo Dr	Street can	1x/week	
5 A (1)	455 (opposite)	Moraga Rd	Street can	1x/week	
5 A (2)	455	Moraga Rd	Street can	1x/week	
7-11 (1)	600	Moraga Rd	Street can	1x/week	
7-11 (2)	633	Moraga Rd	Street can	1x/week	
Chevron (1)	1455	Moraga Way	Street can	2x/week	
Chevron (2)	1501	Moraga Way	Street can	2x/week	
Wells Fargo	1399	Moraga Way	Street can	2x/week	
B of A	1400	Moraga Way	Street can	2x/week	
Moraga way/ Hardie	One	Hardie Dr	Street can	1x/week	
Moraga Way/Villa	801	Hardie Dr	Street can	1x/week	

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT C-1:
LIST OF ALLOWABLE RECYCLABLE MATERIALS, COMMINGLED ORGANICS, AND COMMERCIAL FOOD SCRAPS

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT C-1:
LIST OF ALLOWABLE RECYCLABLE MATERIALS, COMMINGLED ORGANICS, AND COMMERCIAL FOOD SCRAPS

1. Allowable Recyclable Materials

Allowable Recyclable Materials are the materials listed in this Exhibit C-1, which may be replaced by a list posted by the Authority's Executive Director, in their sole discretion, from time to time and provided to the Contractor.

A. **Paper:**

1. Kraft paper, all forms (with or without plastic component)
2. Molded fiber packaging (without plastic component)
3. Cardboard (with or without plastic component)
4. Paperboard, all forms (with or without plastic component)
5. White paper, all forms (with or without plastic component)
6. Other/mixed paper, all forms (with or without plastic component)
7. Small paper (no side greater than 2", with or without plastic component)

B. **Metal:**

1. Aluminum:
    a. Containers, non-aerosol (with or without plastic component)
    b. Foil sheets (with or without plastic component)
    c. Foil molded containers (with or without plastic component)
    d. Aerosol can (with plastic component)
2. Tin, steel, and bi-metal containers
3. Scrap metal
4. Small metal (no side greater than 2", with or without plastic component)

C. **Glass:**

1. Bottles (with or without plastic component)
2. Jars (with or without plastic component)
3. Small glass (no side greater than 2", with or without plastic component)

D. **Plastic:**

1. PET (#1):
    a. Bottles, jugs, and jars (clear/natural)
    b. Bottles, jugs, and jars (pigmented/color)
    c. Thermoformed containers, cups, lids, plates, trays, tubs
    d. Other rigid items (including containers)
2. HDPE (#2):

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a. Bottles, jugs and jars (clear/natural)

b. Bottles, jugs, and jars (pigmented/color)

c. Pails and buckets

d. Other rigid items (including containers)

3. PP (#5)

a. Bottles, jugs and jars

b. Thermoformed containers, cups, lids, plates, trays, tubs

c. Other rigid items

2. Allowable Commingled Organics

Allowable Commingled Organics are the materials listed in this Exhibit C-1, which may be replaced by a list posted by the Authority's Executive Director, in their sole discretion, from time to time and provided to the Contractor.

A. **Food Scraps:**

1. All kitchen and table food

2. Animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs

3. Fruit waste, grain waste, dairy waste, meat, and fish waste

4. Vegetable trimmings and houseplant trimmings

5. Other Organic Waste common to the occupancy of Residential dwellings and some Commercial kitchen operations.

B. **Food-Soiled Paper.** Allowable Food-Soiled Paper includes paper material that is Compostable, has come into contact with Food Scraps or liquids, is not coated or lined with any non-paper material ("uncoated"), and is not made of synthetic materials ("non-synthetic"), including:

1. Other/mixed paper, all forms (without plastic component), such as:

a. Paper plates

b. Paper coffee cups

c. Paper napkins

d. Paper towels

e. Paper lunch bags

f. Coffee filters

g. Paper straws

h. Paper egg cartons

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i. Tea bags

2. Pizza boxes / food-soiled cardboard
3. Small paper and fiber (no side greater than 2", without plastic component)

C. **Yard Trimmings:**

1. Grass
2. Lawn clippings
3. Shrubs
4. Plants
5. Weeds
6. Branches
7. Other forms of Organic Materials generated from landscapes, yards, or gardens

D. **Other:**

1. Untreated wood, all forms (without plastic component)
2. Compostable Plastic bags that meet the Biodegradable Products Institute (BPI) standards for certification.

3. Allowable Commercial Food Scraps

Allowable Commercial Food Scraps are the materials listed in this Exhibit C-1, which may be replaced by a list posted by the Authority's Executive Director, in their sole discretion, from time to time and provided to the Contractor.

A. **Food Scraps:**

1. All kitchen and table food
2. Animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs
3. Fruit waste, grain waste, dairy waste, meat, and fish waste
4. Vegetable trimmings

B. **Food-Soiled Paper.** Allowable Food-Soiled Paper includes paper material that can be Anaerobically Digested, has come into contact with Food Scraps or liquids, is not coated or lined with any non-paper material ("uncoated"), and is not made of synthetic materials ("non-synthetic"), including only:

1. Paper napkins
2. Paper towels
3. Coffee filters
4. Tea bags

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT C-2:
PUBLIC EDUCATION AND OUTREACH PLAN

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT C-2:
PUBLIC EDUCATION AND OUTREACH PLAN

A = Authority					
X = Contractor					
Blank = N/A					
The Authority and Contractor will collaborate on design but the Authority has final approval.					
The Authority will contract for design, print and production services in most cases.					
Annual Outreach	**Design**	**Print / Produce**	**Storage**	**Distribute / Mail**	**Mailing List**
Printed / Video / Web / Paid Outreach					
· **Franchise Implementation / Start-up (TBD)***	**A / X**	**A**	**X**	**X**	**X**
· Truck sign (three designs per rate year + one annual installation)	**A / X**	**X**	**X**	**X**	
o 79x34					
o 94x29					
o 94x34					
· Single-family service guide*	**A / X**	**A**	**X**	**X**	**X**
· Multifamily service guide*	**A / X**	**A**	**X**	**X**	**X**
· Commercial service guide*	**A / X**	**A**	**X**	**X**	**X**
· Schools service guide*	**A / X**	**A**	**X**	**X**	**X**
· Member Agency service guide	**A / X**	**A**	**X**	**X**	**X**
· Holiday tree mailer (8.5 x 11" postcard) – SF and MF	**A / X**	**A**		**X**	**X**
· Multifamily posters (recycling, organics, landfill)*	**A / X**	**A**	**X**	**X**	**X**
o 8.5 x 11" indoor					
o XX laminated outdoor					
· Commercial posters (recycling, organics, landfill, food waste)*	**A / X**	**A**	**X**	**X**	**X**
o 8.5 x 11" indoor					
o XX laminated outdoor					
· Outreach videos (1-2 per rate year)	**A / X**	**A**		**A / X**	
· **Annual pledge and grant (local advertising)**					
· New development and enclosure guidance	**A / X**	**A**		**A / X**	
· Contractor contamination cart tags*	**A / X**	**X**	**X**	**X**	**X**
· Authority SB 1383 route contamination monitoring cart tags	**A**	**A**	**A**	**A**	**X**
· Program-specific mailers as needed (typically 1-3 per rate year)	**A / X**	**A**	**A / X**	**A / X**	**X**
o Typically 8.5 x 11" postcard					
· **Annual food drive partnership with Boy Scouts / door hangers**					
· Service provider website	**A / X**	**X**			
· Authority website (www.RecycleSmart.org)	**A**	**A**			
· Authority quarterly residential newsletter	**A**	**A**	**A**	**A**	**X**
· Authority quarterly multifamily tenant (occupied unit) newsletter	**A**	**A**	**A**	**A**	**A / X**
· **Authority commercial newsletter (TBD)**	**A**	**A**	**A**	**A**	**A / X**
· Community event booth	**A**	**A**	**X**	**X**	
· Social Media (Facebook, Instagram, Nextdoor)	**A / X**	**A / X**		**A / X**	
· Google outreach campaign	**A**	**A**			
· Service area local print advertising	**A**	**A**		**A**	
· Enforcement and educational letters	**A / X**	**A**	**A**	**A**	**X**
· SB 1383 Edible Food Recovery outreach	**A**	**A**	**A / X**	**A / X**	**A / X**
· Construction and Demo Permit Desk outreach	**A**	**A**	**A**	**A**	
· Technical assistance	**A**	**A**			
Physical Tools / Resources					
· Kitchen food scrap pail	**A / X**	**A**	**X**	**X**	
· Kitchen food scrap pail - Label	**A / X**	**A**			
· Multifamily reusable recycling tote bag	**A / X**	**A**	**X**	**X**	
o "Move-in and Move-out" Kit (printed materials)	**A / X**	**A**	**X**	**X**	
· Restaurant 'slim jims' for commercial food waste	**A / X**	**A**	**X**	**X**	
· Cart / bin labels	**A / X**	**X**		**X**	
· Curbside used oil recycling kit	**A / X**	**X**	**X**	**X**	
· Curbside reusable battery recycling bag	**A / X**	**X**	**X**	**X**	
· Medical sharps disposal bins + signage	**A**	**A**		**A**	
***Multi-lingual**					
Up to 3 language translations (Authority selection) required by Contractor					

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EXHIBIT D:
REPORTING REQUIREMENTS

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT D:
REPORTING REQUIREMENTS

1. General

The Contractor shall prepare and submit monthly, quarterly, and annual reports to the Authority as provided below. The Contactor may propose report formats that are responsive to the objectives and audience for each report. With written direction from the Executive Director, the reports to be maintained and provided by the Contractor may be adjusted in number, format, frequency, and content. At the Authority's request, the Contractor shall use standardized reporting forms provided by the Authority or an electronic reporting system specified by the Authority. Each report shall:

- Present the required data separately for each Member Agency and in total for the Service Area.
- Include a certification statement by the responsible Contractor official that, under penalty of perjury, the report being submitted is true and correct to the best knowledge of the responsible official after their reasonable inquiry.

Records shall be maintained in forms and by methods that facilitate flexible use of the data contained in them to structure reports as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Ensure that the Authority only compensates the Contractor for Collection of Franchised Materials (originating in the Authority's Service Area).
- Ensure that the Authority only compensates Designated Facilities for receipt of Franchised Materials.
- Verify that the Authority's Franchised Materials are Transported to the Designated Facilities, according to the material type.
- Determine and set Per-Ton Rates and evaluate the financial efficacy of operations.
- Allocate Collection, Transfer, Processing, Composting, and Disposal costs to each Member Agency.
- Evaluate past and expected progress towards achieving the Authority's Diversion goals and objectives.
- Provide information needed by the Authority for the purpose of determining compliance with and fulfilling its State reporting requirements pursuant to AB 341, AB 1201, AB 1826, SB 54, SB 343, SB 1383, and all Applicable Law.
- Provide concise and comprehensive operational information, Tonnage, Sector, and program information and metrics for use in fulfilling reporting requirements under Applicable Law.
- Determine needs for adjustment to programs and/or operations.
- Coordinate operational and logistical matters by and between the Contractor and the Authority's Transfer Contractor, Commercial Food Scraps Contractor, Reuse Contractor, Recyclables Contractor, Organics Contractor, Disposal Contractor, and/or Mixed Waste Contractor, as applicable.

The Contractor shall timely submit all reports by email (or in another digital format in the event email communications are unsuccessful) to Authority@recyclesmart.org.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Upon written request by the Executive Director, reports shall also be submitted in hard copy to:

Executive Director
Central Contra Costa Solid Waste Authority
1850 Mt. Diablo Blvd., Suite 320
Walnut Creek, CA 94596

2. Monthly Reports

The Contractor shall submit the monthly reports within ten (10) Days after the end of the reporting month. The monthly Tonnage reports shall be presented by the Contractor to show the information described below for each month. In addition, each monthly report shall show the monthly data for the past twelve (12) months and the most recently completed four (4) calendar quarters, and totals for the twelve (12) months and each calendar quarter represented. Except when noted below, all Tonnages requested are to be net weights of the payload contents of the Collection vehicle.

The Monthly Report shall contain all the information, and be in the format, as provided in Exhibit D-1. In addition, the Monthly Report shall include any of the following information that is not already included in Exhibit D-1.

All reports shall include, at a minimum, the following information for each of the Designated Facility(ies) as appropriate, separated by material type:

A. **Tonnage Report**

1. Collected and Delivered Tons to each of the Designated Facility(ies).

a. Franchised Material Loads. Inbound Weight Ticket (Receipt) Data

i. Actual Tonnage of each inbound Load of Franchised Material Delivered by the Contractor to each Designated Facility. The Contractor shall submit this data in Excel or a similar format approved by the Authority that allows the data to be summed, divided, etc. and supporting documentation in the form of weight tickets may be requested by the Authority at any time. Data for each Load shall include, at a minimum:

- Weight ticket number
- Date Delivered
- Time Received at Scale
- Vehicle identification number
- Vehicle type (Route vehicle or roll-off)
- Franchised Material type
- Route number
- Gross weight
- Tare weight

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- Net weight

ii. For all Inbound Tons reported under Exhibit D, Subsection 2.A.1.a.i, the Contractor shall:

- Include the percentage allocation of Franchised Materials to each Member Agency and Sector of origin by Route (and material type if not otherwise denoted in the Route number) and the date the allocation data was established by the Contractor. If the allocation has not changed since the prior month, the Contractor shall provide a statement indicating such.
- Apply those percentage allocations to all Inbound Franchised Material Tons Delivered by both Member Agency and Sector of origin (Commercial, Single-Family, Multi-Family) during the reporting period.

2. Units of Used Oil Recovery Kits, Sharps Containers, Household Batteries Collected and Delivered to the Approved Maintenance Yard.

3. Number of Food Scrap pails delivered, by Customer Type, and by Member Agency.

B. **Vehicle Turnaround Times**

1. Upon Authority request, or where the Contractor has notified the operator of the Designated Facility that vehicle turnaround time was excessive at the Designated Facility, the Contractor shall report the vehicle turnaround time for each vehicle Load Delivered (determined in accordance with Section 8.8 of the Agreement). Unless otherwise specified in Subsection 8.8.B, the vehicle turnaround time shall be measured as the elapsed time from the vehicle entering the Designated Facility property to the vehicle leaving the property. The duration of vehicle turnaround time tracking and reporting period shall be determined by the Authority.

C. **Regulatory Compliance**

1. List of any Violation(s) received during the reporting period at the Approved Maintenance Yard or the current status of Violation(s). If the Violation(s) were not remedied by the Contractor during the reporting period, the Contractor shall provide a narrative description of the steps to be taken to remedy the Violation and the associated timeline(s).

2. List of any Violation(s) prior reported and remedied during the reporting period.

D. **Load Classification, Rejection, and Contamination**

1. Total Tons of Franchised Materials Delivered to each Designated Facility by the Contractor, separated by Collection vehicle Tons and by roll-off vehicle Tons, and Accepted by each Designated Facility, as applicable.

2. Total Tons of Unpermitted Waste and/or Excluded Waste Delivered to each Designated Facility by the Contractor and Rejected by the Designated Facility, in accordance with Section 5.2 and Section 8.5 of the Agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

3. Total Tons of Commingled Organics Delivered to and Rejected by the Designated Transfer Facility or Designated Composting Facility, as applicable due to Contamination in accordance with Section 5.2 of the Agreement.

4. Total Tons of Commercial Food Scraps Delivered to and Rejected by the Designated Commercial Food Scraps Pre-Processing Facility, in accordance with Section 5.2 of this Agreement.

5. Total Tons of Recyclable Materials Delivered to and Rejected by the Designated Recyclable Materials Processing Facility in accordance with Section 5.2 of this Agreement.

6. For each Load of Rejected material, the date, time, Route number, Collection truck number, material type, and reason for operator of Designated Facility rejection of any Delivered Loads.

7. Copy of correspondence to the operator of the Designated Facility notifying the Contractor of the Unpermitted Waste, Excluded Waste, or contaminated materials, the operator of the Designated Facility's response, and a narrative of the Contractor's remedy following the notification including the date and time of the remediation, and action(s) taken.

E. **Financial Records**

1. Any relevant operational or financial records related to Extended Producer Responsibility Programs provided under this Agreement, if any, including but not limited to:

   a. Invoices or receipts for new or retrofitted equipment or vehicles purchased or received to implement the Extended Producer Responsibility Program.

   b. Changes to labor costs, if any, as a result of implementing the Extended Producer Responsibility Program.

   c. Records of reimbursements, payments, or in-kind contributions made to The Contractor by the Extended Producer Responsibility Programs or Stewardship Organization.

   d. Supporting documents related to the calculation used to determine costs allocated to the Authority versus other facility users.

   e. Any operational records required by the Extended Producer Responsibility Program or Stewardship Organization, if any, related to the Contractor's participation in the Extended Producer Responsibility Program.

2. Provide a monthly statement detailing Gross Billings and Gross Receipts by Subscriber type and by Member Agency from all operations conducted or permitted pursuant to this Agreement as required by Section 7.2. The Contractor shall include on the statement the Authority Reimbursement payments in accordance with Section 9.1 and Section 9.2 and shall present the data for each month of the prior twelve (12) months.

3. Per Subsection 7.2.H, maintain a list of Subscribers that are forty-five (45) or more Days past due and include the following information for each delinquent account: name; service address; contact information; number of Days the account is

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

delinquent; method(s) the Contractor has used to attempt collection of the bad debt including date of such attempt(s); and, identification, if, and when the Contractor plans to or did stop service to a delinquent account.

4. Container Route audits, the number of accounts on each Route, and any Billing inaccuracies per Route per Subsection 7.2.I.

5. Total number of Subscribers given a credit for Missed Containers on Incomplete Routes and total number of Missed Containers, along with the dollar amount the Contractor credited Subscribers in the prior month, per Service Location.

F. **Mandatory Compliance Report.** List of Multi-Family and Commercial Subscribers that are not in compliance with the mandatory Recyclable Materials and Organic Materials requirements of Applicable Law. Such list shall include, at a minimum, Subscriber name, service location address, Solid Waste, Recyclable Materials, and Organic Materials Service Level information, contact name, address, email, and phone number, and the date(s) the Contractor provided technical assistance, if any.

G. **Customer Service Information**

1. The Contractor shall provide call center, email, and web analytics such as total calls received, average hold times for calls, number of hits and unique visitors to the Contractor's website. The Contractor shall track all calls and emails received from Subscribers according to the following categories:

a. <u>Single-Family.</u>

i. Service Inquiry

(A) Repair/replace Cart

(B) On-call cleanup request

(C) Commencement of service

(D) Termination of service

(E) Changes to Subscriber Service Levels

(F) Compliments

(G) General inquiry about service

ii. Complaint

(A) Missed Collection

(B) Billing complaints or disputes

(C) Complaints regarding Rates

(D) Second call for same complaint

(E) Excessive noise

(F) Discourteous employee

(G) Garbage spill

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

(H) Unauthorized hours

(I) Property damage

(J) Materials escaping Collection vehicle or leakage from vehicle

b. Multi-Family and Commercial.

i. Service Inquiry

(A) Repair/replace Container

(B) Size exchange

(C) Commencement of service

(D) Termination of service

(E) Changes to Subscribers Service Levels

(F) Compliments

(G) General inquiry about service

ii. Complaint

(A) Missed Collection

(B) Billing complaints or disputes

(C) Complaints regarding Rates

(D) Second call for same complaint

(E) Excessive noise

(F) Discourteous employee

(G) Garbage Spill

(H) Unauthorized hours

(I) Property damage

(J) Materials escaping Collection vehicle or leakage from vehicle

c. The number of Complaints regarding Missed Containers per 1,000 service opportunities for the report month, as set forth in Exhibit F. Provided as a table and graph showing the trend in this statistic over the most recent twelve months.

2. Number and list of new Customer waiver requests to be reviewed and approved/denied by the Authority from the past month. A list of Customer waivers that are up for reverification in the upcoming month.

3. The Contractor shall provide average speed of answered call metrics for each report month.

H. **Personnel**. A monthly status report of any displaced employee hires pursuant to Section 8.11, as applicable.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

I. **Operations Update**. The number of drivers and trucks available, in the format requested by the Executive Director.

J. **Jurisdictional Tracking.** Tonnage allocation report by Route for each Member Agency that is serviced by a cross jurisdictional Route within the Service Area, pursuant to Section 8.2.

K. **Route Audits.** Number of Route Audits completed, the Route number(s) of the Routes that were audited, number of Containers reviewed and labelled as i) compliant, ii) Contaminated, iii) empty, iv) not-out, education and outreach materials provided and to which Customers.

3. Quarterly Report

The Contractor shall submit the quarterly reports within thirty (30) Days after the end of the reporting quarter. At a minimum, quarterly reports shall include the following:

A. **Monthly Information.** Monthly information requested above in the monthly reporting Section showing monthly data for the most-recently completed twelve (12) months, and totals for the twelve (12) months represented in each report.

B. **Subscriber Report.**

1. Number of Subscribers by Subscriber type.

2. Diversion level calculated separately for Single-Family, Multi-Family, and Commercial Subscribers as well as for the overall Service Area where the Diversion level equals the Tonnage of Recyclable Materials, Commingled Organics, Commercial Food Scraps Collected divided by the Total Tonnage Collected.

3. Number of Containers at each Service Level by Subscriber type and program summarizing the type of material Collected, total gallons of Cart service, cubic yards of Bin service, and pulls and cubic yards or Tons of Drop Box and Compactor service by Subscriber type. In addition, this report should include calculation of the following benchmark statistics calculated separately by material type:

   a. Single-Family: Average pounds of Solid Waste, Recyclable Materials, and Organic Materials Collected per Single-Family Subscriber per week;

   b. Multi-Family: Average pounds of Solid Waste, Recyclable Materials, and Organic Materials Collected per Multi-Family Dwelling Unit per week;

   c. Multi-Family: Average gallons of service capacity per week per Multi-Family Dwelling Unit for Solid Waste, Recyclable Materials, and Organic Materials where gallons of service capacity shall be calculated based on the total cubic yards of service provided to Multi-Family tenants divided by the number of Dwelling Units and converted into gallons per Dwelling Unit.

   d. Multi-Family: Number of Multi-Family Subscribers that have at least three (3) gallons of Organic Materials service per Dwelling Unit; number of Multi-Family Subscribers that do not have at least three (3) gallons of Organic Materials service.

   e. Multi-Family: Diversion capacity for Multi-Family Dwelling Units calculated as the average gallons of Recyclable Materials and Organic Materials service

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capacity per week per Multi-Family Dwelling Unit divided by the total Solid Waste, Recyclable Materials, and Organic Materials service capacity per week per Multi-Family Dwelling Unit.

f. Commercial: Average cubic yards of service capacity per week per Commercial Subscriber for Solid Waste, Recyclable Materials, and Organic Materials

g. Commercial: Diversion capacity for Commercial Subscribers calculated as the average cubic yards of Recyclable Materials and Organic Materials service capacity per week per Commercial Subscriber divided by the total Solid Waste, Recyclable Materials, and Organic Materials service capacity per week per Commercial Subscriber.

4. Detailed Commercial and Multi-Family Subscriber account data in Microsoft Excel format including, but not limited to: Subscriber name; service location address; number of Dwelling Units; Solid Waste, Recyclable Materials, Commingled Organics, and Commercial Food Scraps Service Level information; Rate for service; contact name; address; Subscriber email and, phone number. Such details shall be sufficient for the Authority to verify Subscribers' compliance/noncompliance with the mandatory Recyclable Materials and Organic Materials requirements of applicable State laws. If necessary for compliance purposes, information shall be submitted on a monthly basis at the Authority's request.

5. Other reports required by the State related to the mandatory Recycling and Organics requirements of applicable State laws. If necessary for compliance purposes, information shall be submitted on a monthly basis at the Authority's request.

6. Call center and web analytics such as hold times, number of hits and unique visitors to the Contractor's website listed by month.

7. Single-Family Subscriber set out statistics documenting number and/or percentage of Subscribers setting out Solid Waste, Recyclable Materials, and Organic Materials Collection Containers on a weekly basis, the number of Subscribers receiving extra services listed by service category (e.g., Overage pickups, on-call clean-ups, etc.). Route statistics shall be based on the data reported from the on-board computers on each Collection vehicle.

C. **Education and Technical Assistance Report**

1. Provide a status report of the Contractor's activities completed compared to the Annual Plan. For each completed item, document the results including what date the activity was performed, how many Subscribers were targeted or participated, and what methods were used to accomplish the task, if different from the plan. Include identification of any and all efforts such as, but not limited to, preparation and distribution of brochures, flyers, and guides, publication of news articles, presentations, awards, fairs, and Approved Facility tours.

2. Summarize the technical assistance efforts including the number of on-site meetings provided to Subscribers (reporting separately for Multi-Family and Commercial Subscribers and by program type), the number of Diversion Opportunity Assessments, the number of on-site training sessions, conducted each month in the most-recently

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completed quarter. Provide contact information including address, contact names, email addresses and telephone number of Persons contacted, number of units (for Multi-Family), and the Solid Waste, Recyclable Materials, and Organic Materials Service Level. Include any Service Level changes resulting from such site visits.

a. List dates, times, and group names of meetings and events attended.

b. Provide invoices for printing and mailing services that state that Recycled content and Recyclable paper was utilized for materials.

D. **Pilot and New Programs Report (If applicable).** For each pilot program and/or new program, provide activity related and narrative reports on goals, milestones, and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.

E. **Public Education Plan.** Pursuant to Section 7.1, as part of the Contractor's third quarterly report for the Rate Year, the Contractor shall submit its Annual Plan outlining its public education efforts for the coming Rate Year.

F. **Billing Review Report.** Pursuant to Subsection 7.2.I, the Contractor shall provide a written report on the Billing audits.

G. **Special Event Summary Report.** Provide a summary report of the special events reporting required by Section 5.8, presenting the information in a tabular format by month of the prior twelve (12) months.

H. **Operations Update.** (1) The total number of drivers, mechanics, and Collection vehicles (by type of vehicle) assigned to the Approved Maintenance Yard, and, (2) the number of Collection vehicles (by type of vehicle) compared to the number of Routes (also known as the spare ratio, by vehicle type).

4. Annual Report

The Contractor shall submit an annual report (Annual Report) no later than thirty (30) Days after the end of each calendar year. The Annual Reports shall include, at a minimum, the following information:

A. **Summary Assessment.** Provide a summary assessment of the programs performed under this Agreement from the Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly the Contractor's Diversion goals. Provide recommendations and plans to improve. Highlight significant accomplishments and problems. Results shall be compared to other similar sized communities served by the Contractor in the State.

B. **Governmental Fees.** Documentation that the Contractor paid all Governmental Fees and taxes necessary to provide services under this Agreement in accordance with Applicable Law.

C. **Operational Information.** Provide the following operational information:

1. Routes by Subscriber type and Material type for each Member Agency

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a. Number of full-time equivalent (FTE) Routes per week for each line of business (e.g., by Subscriber type and material type)

b. Number and types of vehicles

c. Crew size per Route

d. Number of accounts and cubic yards scheduled per Route

e. Total Route hours per Subscriber type per year

2. Personnel

a. Organizational chart

b. Job classifications and number of employees (e.g., administrative, Subscriber service representatives, drivers, supervisors, educational staff)

c. Wages by job classification

d. Number of FTE positions for each job classification

e. Number of hours per job classification per year

3. Productivity Statistics

a. Average number of accounts per Route per Day by Subscriber type and material type

b. Average number of setouts per Route per Day by Subscriber type and material type

c. Average Tons per Route per Day by vehicle type (e.g., side-loader, front-loader, roll-off), Subscriber type, and material type

d. Average cubic yards of Collection scheduled per Route by Subscriber type and material type

4. Vehicles

a. List of Collection vehicles including year purchased and mileage

b. Average age of mobile equipment with oldest and newest

c. List of major maintenance and/or replacement events, including costs

D. **Issues, Plans, and Concerns.** A description of any issues, plans, and concerns related to the Collection program during the past year and anticipated changes for the following year, including but not limited to, additional services provided or available, regulatory issue or concerns, Permit and regulatory violations, or changes in staffing, equipment, or operations.

E. **Laws and Regulations.** An explanation of any recently adopted laws or regulations, or changes to laws or regulations that the Contractor expects may impact this Agreement or the Contractor's operations during the Agreement Term.

F. **State Facility Reports.** Any State facility report the Contractor submits to CalRecycle or to the Contractor's Disposal Reporting System coordinator. Such State facility reports include those submitted for any of the Approved Facilities the Contractor is utilizing under this Agreement. Such annual submittals shall be in accordance with Applicable Law.

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G. **Public Education and Outreach.** Any public education and outreach materials created by the Contractor and distributed, as applicable.

H. **Subscriber Premises.** Number and list of Subscriber Premises with a Customer Waiver, and number and list of Customers whose waiver needs to be reverified in the upcoming Rate Year

5. Event Specific or Upon Request Reporting

A. **Special Events.** Within fourteen (14) Days after the end of a special event, the Contractor shall submit a report to the Authority, appropriate Member Agency, and event organizer documenting at a minimum: the number of event collection stations deployed at the event, the number of event collection station monitors on-site per Day, the Tonnage of each material type (i.e., Solid Waste, Recyclable Materials, Organic Materials, Commercial Food Scraps, etc.) Collected, and a description of the public education provided at the event.

B. **Litter/Spillage of Materials.** The Contractor shall discuss instances of repeated spillage not caused by it directly with the Generator responsible and report such instances to the Authority.

C. **Notice of Non-Collection.** The Contractor shall notify the Authority via email of Premises where materials are tagged by the Contractor and not picked up, describing the type of material(s) and reason.

D. **Detailed Subscriber Account Data.** Within five (5) Business Days after the Authority's request, the Contractor shall provide the Authority with an electronic copy of the Subscriber database in a format that allows the Authority to sort, group, and analyze the Subscriber data. Data shall include at a minimum: Subscriber identification number, Subscriber name, Billing address, service location address, number of Dwelling Units, number of Containers and size of Containers by materials type and Collection frequency for each Container, Rate, Special Services (Hard-To-Serve, On-Property Collection, etc.).

E. **Mailing Lists.** Within ten (10) Business Days after the Authority's request, the Contractor shall provide the Authority with an electronic mailing list that includes the Subscriber types identified by the Authority that the Authority can use for the purpose of preparing labels for mailing information to Subscribers.

6. Report Certification

For each monthly report, quarterly report and annual report submitted, the Contractor will provide a certificate beginning from the Operations Manager or other qualified Person, on behalf of the Contractor that the information provided by the Contractor in, and in association with the applicable monthly, quarterly or annual report is accurate.

A. The certificate will state what information was reviewed, and that the Operations Manager has personally reviewed the information and confirmed that it is accurate.

B. The Contractor must keep and make available records supporting the certificate for at least three (3) years.

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EXHIBIT D-1:
REPORTING TEMPLATES

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

TABLE OF CONTENTS

Tab 1	Table of Contents
Tab 2	Certification Statement
Tab 3	Snapshot
Tab 4	Participation Rates (Recyclist)
Tab 5	Collection Reports
Tab 6	Collection Graphs
Tab 7	Qtr Container Report
Tab 8	Residential Collection Report
Tab 9	Residential Count Report
Tab 10	Multifamily Collection Report
Tab 11	Recycling % by Member Agency
Tab 12	Qtr Multifamily Grid
Tab 13	Qtr Multifamily Master Detail
Tab 14	Rossmoor Grid
Tab 15	Rossmoor Master Detail
Tab 16	Comm-Industry Collection Report
Tab 17	Schools Collection Report
Tab 18	Qtr Comm-Industry Customer Grid
Tab 19	Qtr Comm-Ind Master Detail
Tab 20	Clean Up Reports
Tab 21	Oil
Tab 22	Res. Customer Service
Tab 23	Comm. Customer Service
Tab 24	Container Distribution
Tab 25	Self-Haul to CCTS
Tab 26	RS Extra Service
Tab 27	Sharps Collection
Tab 28	Holiday Tree Collection
Tab 29	Food Waste & Organics
Tab 30	Deployed Yards
BILLING RELATED	
Tab 31	Billed Quarterly Summary
Tab 32	Billed Monthly Revenue
Tab 33	Commercial - Closed-Non Payment
Tab 34	Residential- Closed-Non Payment
Tab 35	Missed Container Credits
SUSTAINABILITY ADVISOR REPORTS	
Tab 36	Site Visits
Tab 37	Comm MF Service Changes
Tab 38	Rossmoor
Tab 39	Internal Containers Delivered
Tab 40	AB 341 Non-Compliant
Tab 41	AB 1826 Non-Compliant
Tab 42	Special Events
Tab 43	Other

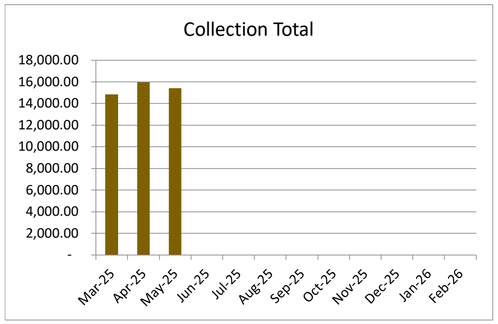
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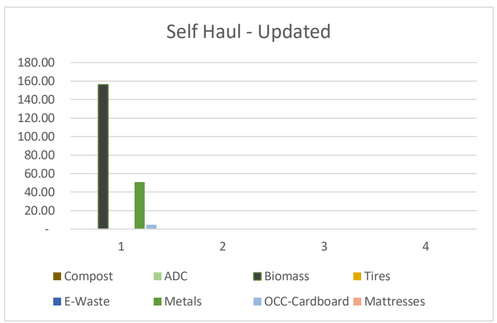
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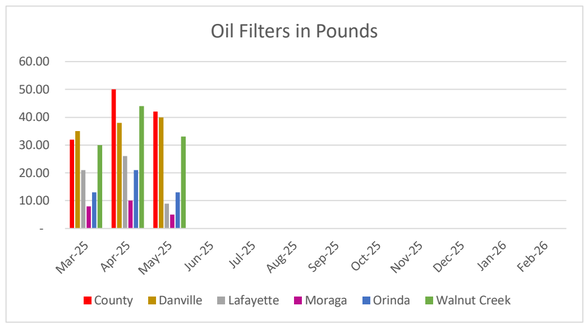
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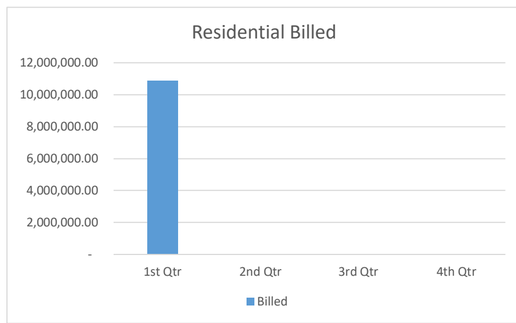
Ariel Lo	6/20/2025
Electronic Signature	Date

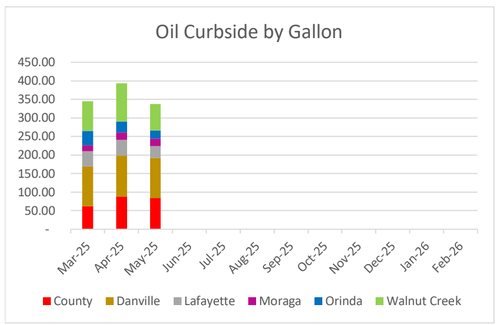
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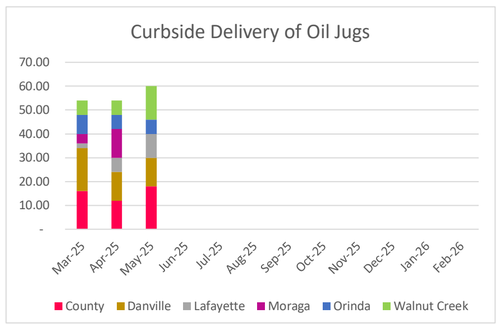


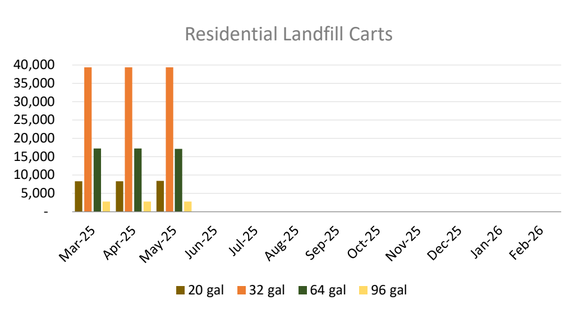


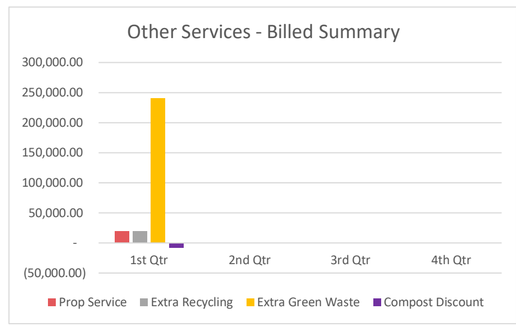


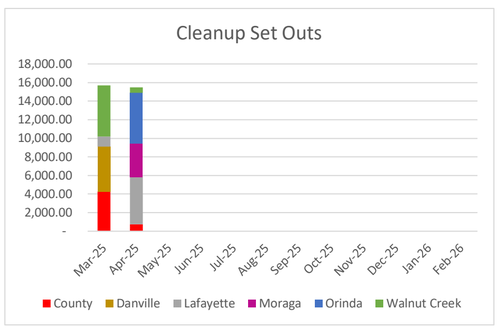


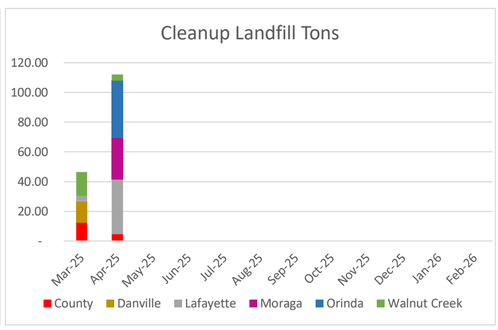


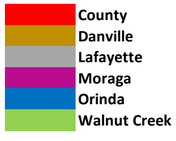












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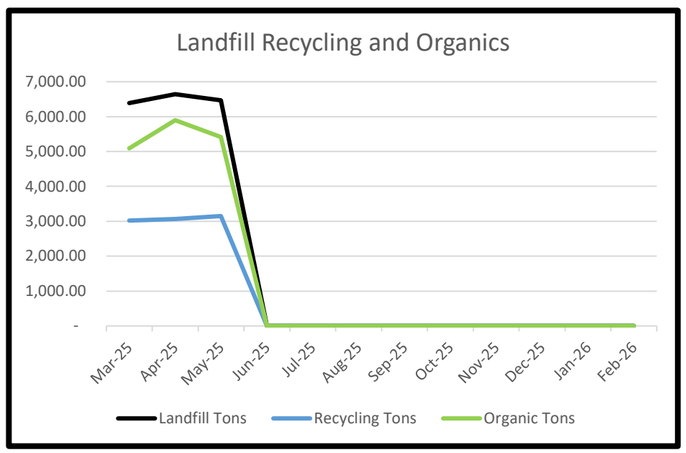
Participation Rates - RecycleSmart

		Recycling			Yard Waste			Food Waste			Yard Waste & Food Waste
	Accounts	Total Participation	Republic	3rd Party / Backhauling / Sharing	Total Participation	Republic	3rd Party / Backhauling / Sharing	Total Participation	Republic	3rd Party / Backhauling / Sharing	Total Participation
TOTAL - Commercial	1922	99%	94%	6%	43%	35%	8%	35%	33%	2%	6%
TOTAL - Multi-Family	511	100%	99%	0%	97%	92%	4%	3%	2%	0%	1%
TOTAL - All	2433	99%	95%	5%	54%	47%	7%	28%	27%	2%	5%
Town of Danville - Commercial	328	99%	92%	6%	46%	39%	7%	37%	34%	2%	5%
Town of Danville - Multi-Family	25	100%	100%	0%	96%	96%	0%	4%	4%	0%	0%
Town of Danville - All	353	99%	93%	6%	49%	43%	6%	34%	32%	2%	5%
City of Lafayette - Commercial	290	99%	94%	6%	57%	41%	16%	30%	27%	3%	7%
City of Lafayette - Multi-Family	98	100%	100%	0%	97%	96%	1%	4%	4%	0%	1%
City of Lafayette - All	388	99%	95%	4%	67%	55%	12%	23%	21%	3%	5%
Town of Moraga - Commercial	129	100%	92%	8%	45%	29%	16%	38%	35%	3%	9%
Town of Moraga - Multi-Family	52	100%	100%	0%	100%	96%	4%	0%	0%	0%	0%
Town of Moraga - All	181	100%	94%	6%	61%	48%	13%	27%	25%	2%	6%
City of Orinda - Commercial	112	99%	94%	5%	55%	38%	18%	39%	32%	7%	11%
City of Orinda - Multi-Family	4	100%	100%	0%	100%	100%	0%	0%	0%	0%	0%
City of Orinda - All	116	99%	94%	5%	57%	40%	17%	38%	31%	7%	10%
City of Walnut Creek - Commercial	855	100%	95%	5%	33%	30%	4%	37%	36%	1%	4%
City of Walnut Creek - Multi-Family	269	100%	99%	0%	96%	92%	4%	3%	2%	1%	1%
City of Walnut Creek - All	1124	100%	96%	4%	48%	45%	4%	29%	28%	1%	3%
Contra Costa County (RecycleSmart) - Commercial	208	99%	91%	8%	53%	45%	8%	29%	26%	3%	7%
Contra Costa County (RecycleSmart) - Multi-Family	63	98%	97%	2%	98%	84%	14%	2%	2%	0%	2%
Contra Costa County (RecycleSmart) - All	271	99%	92%	6%	64%	54%	10%	23%	21%	2%	6%

		Recycling			Yard Waste			Food Waste			Yard Waste & Food Waste
	Businesses	Total Participation	Republic	3rd Party / Backhauling / Sharing	Total Participation	Republic	3rd Party / Backhauling / Sharing	Total Participation	Republic	3rd Party / Backhauling / Sharing	Total Participation
TOTAL - Commercial	2909	99%	94%	6%	35%	28%	7%	31%	25%	5%	4%
TOTAL - Multi-Family	519	100%	99%	1%	96%	91%	4%	3%	2%	0%	1%
TOTAL - All	3428	99%	94%	5%	44%	38%	6%	27%	22%	5%	4%
Town of Danville - Commercial	580	99%	96%	4%	36%	32%	4%	32%	29%	3%	6%
Town of Danville - Multi-Family	25	100%	100%	0%	96%	96%	0%	4%	4%	0%	0%
Town of Danville - All	605	99%	96%	3%	38%	35%	4%	31%	28%	3%	5%
City of Lafayette - Commercial	395	99%	95%	5%	46%	35%	12%	26%	20%	6%	5%
City of Lafayette - Multi-Family	98	100%	100%	0%	97%	96%	1%	4%	4%	0%	1%
City of Lafayette - All	493	100%	96%	4%	56%	47%	10%	22%	17%	5%	4%
Town of Moraga - Commercial	135	100%	91%	9%	44%	27%	16%	37%	33%	4%	8%
Town of Moraga - Multi-Family	52	100%	100%	0%	100%	96%	4%	0%	0%	0%	0%
Town of Moraga - All	187	100%	94%	6%	59%	47%	13%	27%	24%	3%	6%
City of Orinda - Commercial	162	99%	94%	5%	54%	26%	28%	35%	24%	11%	7%
City of Orinda - Multi-Family	4	100%	100%	0%	100%	100%	0%	0%	0%	0%	0%
City of Orinda - All	166	99%	95%	5%	55%	28%	27%	34%	23%	11%	7%
City of Walnut Creek - Commercial	1328	99%	92%	6%	27%	23%	3%	31%	25%	6%	3%
City of Walnut Creek - Multi-Family	276	100%	99%	0%	94%	90%	4%	3%	2%	1%	1%
City of Walnut Creek - All	1604	99%	94%	5%	38%	35%	3%	26%	21%	5%	2%
Contra Costa County (RecycleSmart) - Commercial	309	99%	93%	6%	38%	32%	6%	28%	24%	4%	5%
Contra Costa County (RecycleSmart) - Multi-Family	64	98%	95%	3%	97%	83%	14%	2%	2%	0%	2%
Contra Costa County (RecycleSmart) - All	373	99%	94%	5%	48%	41%	7%	24%	20%	3%	4%

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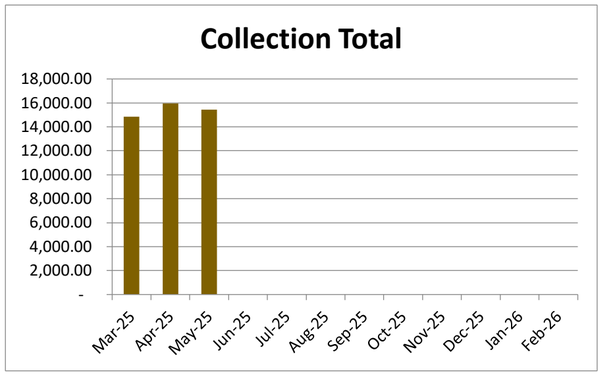
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	6,390.86	6,642.87	6,466.36	-	-	-	-	-	-	-	-	-	19,500.09	78,000.36	79,716.23	-2.15%
Recycling Tons	3,023.19	3,059.96	3,150.04	-	-	-	-	-	-	-	-	-	9,233.19	36,932.76	37,031.53	-0.27%
Food Waste	356.18	359.58	391.02	-	-	-	-	-	-	-	-	-	1,106.78	4,427.12	4,746.54	-6.73%
Organic Tons	5,087.40	5,897.42	5,418.78	-	-	-	-	-	-	-	-	-	16,403.60	65,614.40	65,923.47	-0.47%
E-Waste	0.34	0.26	0.50	-	-	-	-	-	-	-	-	-	1.11	4.44	5.90	-24.80%
Battery	1.58	1.46	1.76	-	-	-	-	-	-	-	-	-	4.80	19.19	17.29	10.98%
Fluorescent	0.22	0.22	0.15	-	-	-	-	-	-	-	-	-	0.59	2.35	2.74	-14.07%
Total	14,859.77	15,961.77	15,428.61	-	-	-	-	-	-	-	-	-	46,250.15	185,000.61	187,443.69	-1.30%
Diversion Rate	57%	58%	58%	0%	0%	0%	0%	0%	0%	0%	0%	0%	58%	58%	57%	0.37%

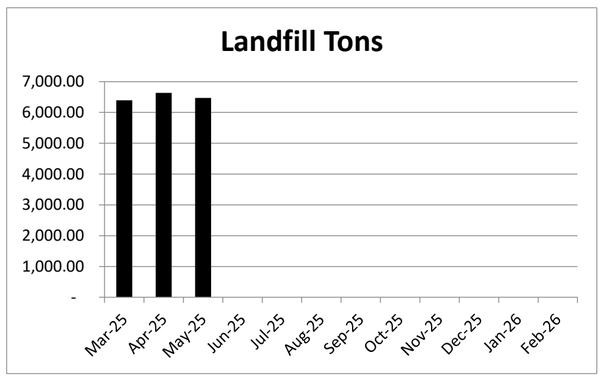


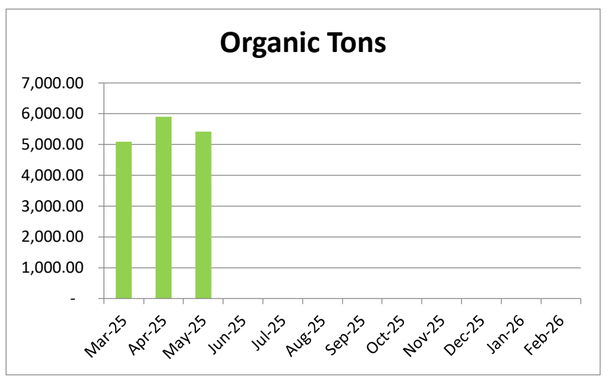


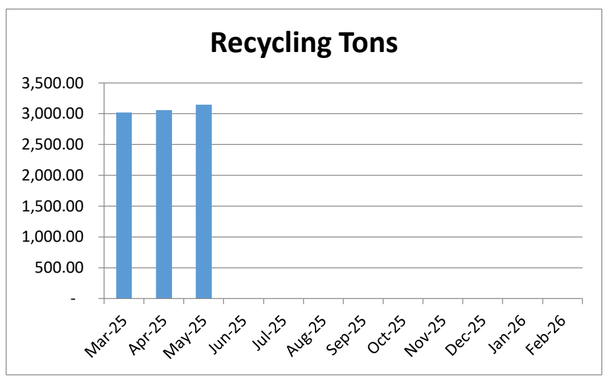
Days To Date:	65.00	As of May

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

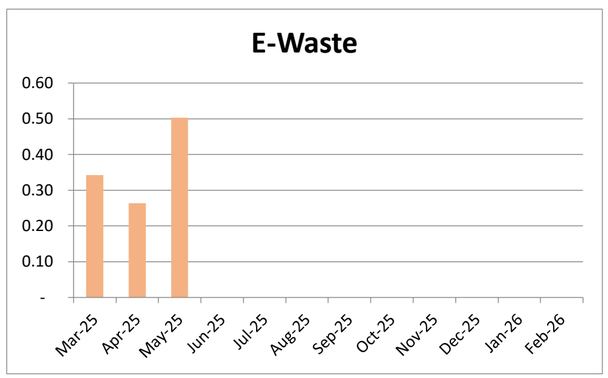


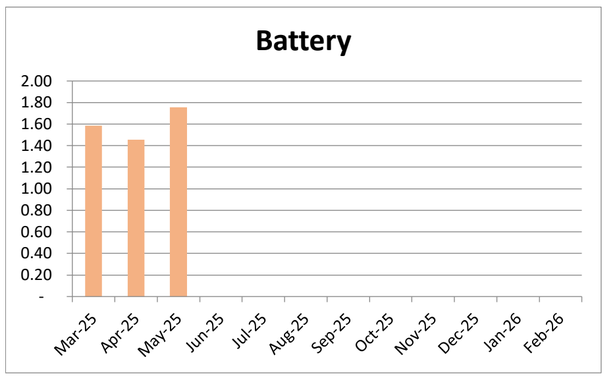


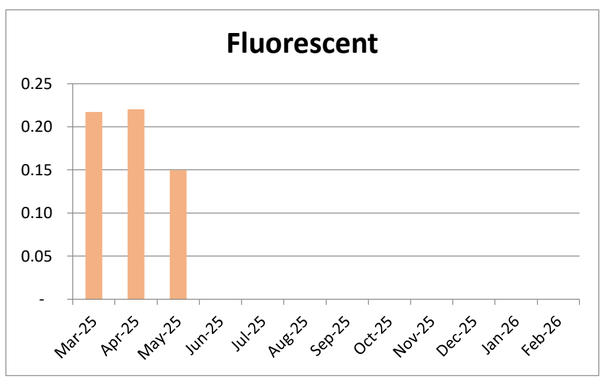












Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Quarterly Average # of Containers by Size & Customer Type				
Service Levels	Q1 Average Mar/Apr/May	Q2 Average Jun/Jul/Aug	Q3 Average Sep/Oct/Nov	Q4 Average Dec/Jan/Feb
Residential				
Landfill				
20 Gal	8,368			
32 Gal	39,393			
64 Gal	17,214			
96 Gal	2,819			
Recycling				
32 Gal	978			
64 Gal	53,371			
96 Gal	11,613			
Organics				
32 Gal	4,022			
64 Gal	48,873			
96 Gal	19,584			
Commercial				
Landfill				
20 Gal	-			
32 Gal	351			
64 Gal	172			
96 Gal	400			
1yrd	306			
2yrd	437			
3yrd	262			
4yrd	294			
5yrd	9			
6yrd	27			
8yrd	25			
Recycling				
20 Gal	-			
32 Gal	69			
64 Gal	187			
96 Gal	960			
1yrd	175			
2yrd	365			
3yrd	263			
4yrd	401			
5yrd	8			
6yrd	41			
8yrd	38			
Organics				
20 Gal	-			
32 Gal	28			
64 Gal	438			
96 Gal	1,084			
1yrd	-			
2yrd	-			
3yrd	-			
4yrd	-			
5yrd	-			
6yrd	-			
8yrd	-			
Food Waste				
32 Gal	1			
64 Gal	1,089			
96 Gal	-			
1yrd	53			
2yrd	108			
Commercial Multifamily				
Landfill				
20 Gal	-			
32 Gal	655			
64 Gal	152			
96 Gal	453			
1yrd	215			
2yrd	560			
3yrd	136			
4yrd	144			
5yrd	-			
6yrd	2			
8yrd	2			
Recycling				
20 Gal	-			
32 Gal	250			
64 Gal	418			
96 Gal	1,852			
1yrd	63			
2yrd	317			
3yrd	118			
4yrd	120			
5yrd	-			
6yrd	1			
8yrd	2			
Organics	-			
20 Gal	-			
32 Gal	509			
64 Gal	674			
96 Gal	499			
1yrd	-			
2yrd	-			
3yrd	-			
4yrd	-			
5yrd	-			
6yrd	-			
8yrd	-			
Organics - Food Waste				
32 Gal	1			
64 Gal	16			
96 Gal	-			
1yrd	-			
2yrd	-			

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Authority

														Days To Date:	65.00	As of May
Residential	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	3,419.29	3,616.12	3,426.47	-	-	-	-	-	-	-	-	-	10,461.88	41,847.52	42,564.45	-1.68%
Recycling Tons	2,037.84	2,103.88	2,097.82	-	-	-	-	-	-	-	-	-	6,239.54	24,958.16	25,252.00	-1.16%
Organic Tons	4,934.34	5,690.38	5,223.80	-	-	-	-	-	-	-	-	-	15,848.52	63,394.08	62,982.57	0.65%
E-Waste	0.34	0.26	0.50	-	-	-	-	-	-	-	-	-	1.11	4.44	5.90	-24.80%
Battery	1.58	1.46	1.76	-	-	-	-	-	-	-	-	-	4.80	19.19	17.29	10.98%
Fluorescent	0.22	0.22	0.15	-	-	-	-	-	-	-	-	-	0.59	2.35	2.74	-14.07%
Total	10,393.61	11,412.32	10,750.50	-	-	-	-	-	-	-	-	-	32,556.43	130,225.73	130,824.94	-0.46%
Diversion Rate	67%	68%	68%	0%	0%	0%	0%	0%	0%	0%	0%	0%	68%	68%	67%	

County

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	902.72	923.76	869.50										2,695.98	10,783.92	10,916.92	-1.22%
Recycling Tons	502.92	505.63	498.95										1,507.50	6,030.00	6,067.66	-0.62%
Organic Tons	1,311.96	1,479.72	1,347.36										4,139.04	16,556.16	16,358.25	1.21%
E-Waste	0.08	0.10	0.11										0.29	1.15	1.25	-7.39%
Battery	0.52	0.43	0.48										1.44	5.75	4.47	28.75%
Fluorescent	0.05	0.06	0.03										0.15	0.58	0.61	-3.80%
Total	2,718.25	2,909.70	2,716.44	-	-	-	-	-	-	-	-	-	8,344.39	33,377.57	33,349.16	0.09%
Diversion Rate	67%	68%	68%	0%	0%	0%	0%	0%	0%	0%	0%	0%	68%	68%	67%	

Danville

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	828.33	926.31	743.50										2,498.14	9,992.56	10,134.14	-1.40%
Recycling Tons	482.66	514.11	439.11										1,435.88	5,743.52	5,778.19	-0.60%
Organic Tons	1,111.57	1,344.34	1,045.09										3,501.00	14,004.00	13,805.36	1.44%
E-Waste	0.13	0.06	0.12										0.30	1.21	1.41	-14.10%
Battery	0.52	0.45	0.56										1.53	6.11	5.58	9.55%
Fluorescent	0.07	0.07	0.05										0.18	0.73	0.78	-5.78%
Total	2,423.27	2,785.34	2,228.42	-	-	-	-	-	-	-	-	-	7,437.03	29,748.14	29,725.46	0.08%
Diversion Rate	66%	67%	67%	0%	0%	0%	0%	0%	0%	0%	0%	0%	66%	66%	66%	

Lafayette

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	394.89	401.22	433.28										1,229.39	4,917.56	5,022.01	-2.08%
Recycling Tons	243.67	243.52	276.78										763.97	3,055.88	3,104.41	-1.56%
Organic Tons	622.14	687.91	718.13										2,028.18	8,112.72	8,124.79	-0.15%
E-Waste	0.09	-	0.04										0.13	0.53	0.56	-3.90%
Battery	0.10	0.11	0.12										0.33	1.32	1.03	28.28%
Fluorescent	0.02	0.02	0.01										0.05	0.19	0.25	-23.33%
Total	1,260.92	1,332.78	1,428.36	-	-	-	-	-	-	-	-	-	4,022.05	16,088.21	16,253.06	-1.01%
Diversion Rate	69%	70%	70%	0%	0%	0%	0%	0%	0%	0%	0%	0%	69%	69%	69%	

Moraga

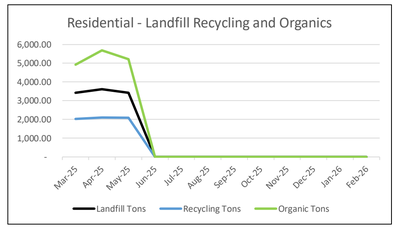
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	209.23	253.77	210.02										673.02	2,692.08	2,730.12	-1.39%
Recycling Tons	137.05	163.66	141.67										442.38	1,769.52	1,793.34	-1.33%
Organic Tons	311.24	412.12	331.59										1,054.95	4,219.80	4,182.70	0.89%
E-Waste	-	0.04	-										0.04	0.15	0.75	-80.10%
Battery	0.06	0.05	0.03										0.14	0.55	0.82	-33.35%
Fluorescent	0.01	0.01	0.00										0.02	0.09	0.16	-41.78%
Total	657.59	829.64	683.31	-	-	-	-	-	-	-	-	-	2,170.55	8,682.19	8,707.90	-0.30%
Diversion Rate	68%	69%	69%	0%	0%	0%	0%	0%	0%	0%	0%	0%	69%	69%	69%	

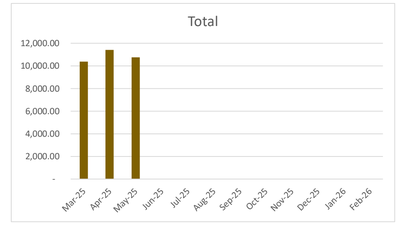
Orinda

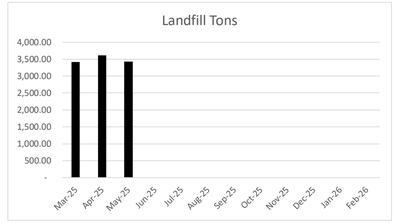
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	332.21	343.70	287.30										963.21	3,852.84	3,909.25	-1.44%
Recycling Tons	221.42	225.23	197.22										643.87	2,575.48	2,603.02	-1.06%
Organic Tons	552.49	621.58	504.94										1,679.01	6,716.04	6,678.22	0.57%
E-Waste	0.01	0.01	0.01										0.02	0.10	0.44	-77.94%
Battery	0.06	0.05	0.07										0.18	0.74	1.06	-30.42%
Fluorescent	0.02	0.02	0.01										0.06	0.24	0.33	-26.12%
Total	1,106.21	1,190.59	989.55	-	-	-	-	-	-	-	-	-	3,286.36	13,145.44	13,192.33	-0.36%
Diversion Rate	70%	71%	71%	0%	0%	0%	0%	0%	0%	0%	0%	0%	71%	71%	70%	

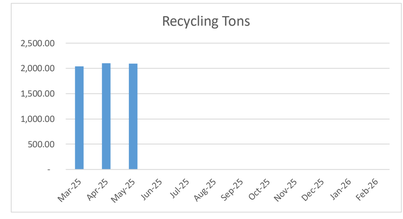
Walnut Creek

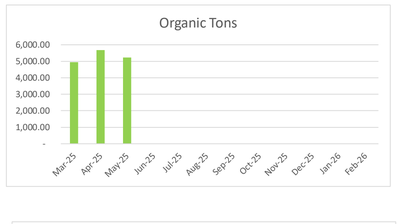
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	751.91	767.36	882.87										2,402.14	9,608.56	9,852.00	-2.47%
Recycling Tons	450.12	451.73	544.09										1,445.94	5,783.76	5,905.38	-2.06%
Organic Tons	1,024.94	1,144.71	1,276.69										3,446.34	13,785.36	13,833.24	-0.35%
E-Waste	0.04	0.06	0.23										0.32	1.29	1.49	-13.46%
Battery	0.32	0.36	0.50										1.18	4.71	4.33	8.91%
Fluorescent	0.04	0.04	0.04										0.13	0.51	0.61	-17.44%
Total	2,227.37	2,364.26	2,704.42	-	-	-	-	-	-	-	-	-	7,296.05	29,184.19	29,597.04	-1.39%
Diversion Rate	66%	68%	67%	0%	0%	0%	0%	0%	0%	0%	0%	0%	67%	67%	67%	

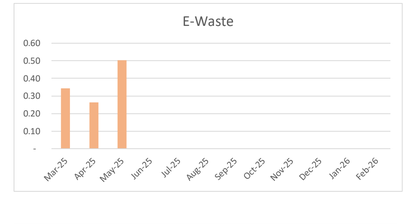


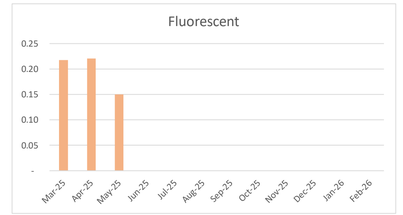


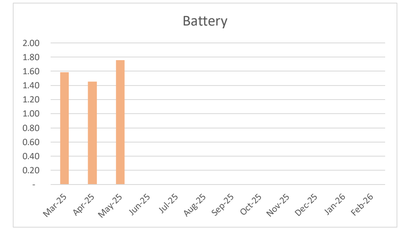












Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Authority	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26
Residential Garbage Containers on Site by Size												
20 gal	8,361	8,362	8,381	-	-	-	-	-	-	-	-	-
32 gal	39,422	39,409	39,346	-	-	-	-	-	-	-	-	-
64 gal	17,224	17,228	17,190	-	-	-	-	-	-	-	-	-
96 gal	2,809	2,826	2,821	-	-	-	-	-	-	-	-	-
TOTAL	67,816	67,825	67,738	-	-	-	-	-	-	-	-	-
County												
Garbage												
20 gal	1,419	1,412	1,413									
32 gal	8,729	8,736	8,737									
64 gal	4,880	4,869	4,880									
96 gal	1,047	1,055	1,057									
TOTAL	16,075	16,072	16,087	-	-	-	-	-	-	-	-	-
Danville												
Garbage												
20 gal	1,659	1,667	1,678									
32 gal	8,896	8,900	8,878									
64 gal	4,412	4,416	4,385									
96 gal	620	621	620									
TOTAL	15,587	15,604	15,561	-	-	-	-	-	-	-	-	-
Lafayette												
Garbage												
20 gal	1,117	1,114	1,110									
32 gal	4,914	4,903	4,897									
64 gal	2,001	2,001	1,994									
96 gal	303	305	299									
TOTAL	8,335	8,323	8,300	-	-	-	-	-	-	-	-	-
Moraga												
Garbage												
20 gal	783	784	783									
32 gal	3,193	3,183	3,193									
64 gal	811	814	807									
96 gal	87	87	88									
TOTAL	4,874	4,868	4,871	-	-	-	-	-	-	-	-	-
Orinda												
Garbage												
20 gal	1,118	1,123	1,127									
32 gal	4,308	4,296	4,279									
64 gal	1,299	1,305	1,314									
96 gal	168	170	170									
TOTAL	6,893	6,894	6,890	-	-	-	-	-	-	-	-	-
Walnut Creek												
Garbage												
20 gal	2,265	2,262	2,270									
32 gal	9,382	9,391	9,362									
64 gal	3,821	3,823	3,810									
96 gal	584	588	587									
TOTAL	16,052	16,064	16,029	-	-	-	-	-	-	-	-	-

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Authority

Days To Date: 65.00 As of May

Multifamily	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	821.50	819.75	820.18	-	-	-	-	-	-	-	-	-	2,461.43	9,845.72	10,033.51	-1.87%
Recycling Tons	282.30	271.07	303.41	-	-	-	-	-	-	-	-	-	856.78	3,427.12	3,376.38	1.50%
Organic Tons	64.21	85.08	84.33	-	-	-	-	-	-	-	-	-	233.62	934.48	961.08	-2.77%
E-Waste	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Battery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Fluorescent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Total	1,168.01	1,175.90	1,207.92	-	-	-	-	-	-	-	-	-	3,551.83	14,207.32	14,370.98	-1.14%
Diversion Rate	30%	30%	32%	0%	0%	0%	0%	0%	0%	0%	0%	0%	31%	31%	30%	

County

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	92.98	94.87	94.38										282.23	1,128.92	1,160.96	-2.76%
Recycling Tons	39.11	37.53	41.97										118.61	474.44	470.38	0.86%
Organic Tons	8.30	10.56	10.67										29.53	118.12	118.29	-0.14%
E-Waste													-	-	-	0.00%
Battery													-	-	-	0.00%
Fluorescent													-	-	-	0.00%
Total	140.39	142.96	147.02	-	-	-	-	-	-	-	-	-	430.37	1,721.48	1,749.63	-1.61%
Diversion Rate	34%	34%	36%	0%	0%	0%	0%	0%	0%	0%	0%	0%	34%	34%	34%	

Danville

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	28.48	28.39	28.46										85.33	341.32	346.67	-1.54%
Recycling Tons	8.94	8.93	9.84										27.71	110.84	110.86	-0.02%
Organic Tons	2.06	2.37	2.08										6.51	26.04	27.28	-4.53%
E-Waste													-	-	-	0.00%
Battery													-	-	-	0.00%
Fluorescent													-	-	-	0.00%
Total	39.48	39.69	40.38	-	-	-	-	-	-	-	-	-	119.55	478.20	484.81	-1.36%
Diversion Rate	28%	28%	30%	0%	0%	0%	0%	0%	0%	0%	0%	0%	29%	29%	28%	

Lafayette

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	43.69	44.40	46.27										134.36	537.44	548.66	-2.04%
Recycling Tons	20.10	18.85	22.72										61.67	246.68	243.45	1.33%
Organic Tons	9.30	13.95	11.38										34.63	138.52	141.33	-1.99%
E-Waste													-	-	-	0.00%
Battery													-	-	-	0.00%
Fluorescent													-	-	-	0.00%
Total	73.09	77.20	80.37	-	-	-	-	-	-	-	-	-	230.66	922.64	933.44	-1.16%
Diversion Rate	40%	42%	42%	0%	0%	0%	0%	0%	0%	0%	0%	0%	42%	42%	41%	

Moraga

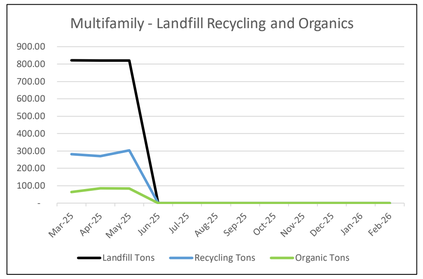
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	33.63	37.15	35.12										105.90	423.60	433.61	-2.31%
Recycling Tons	12.84	14.10	14.71										41.65	166.60	164.40	1.34%
Organic Tons	4.84	7.73	5.90										18.47	73.88	78.14	-5.45%
E-Waste													-	-	-	0.00%
Battery													-	-	-	0.00%
Fluorescent													-	-	-	0.00%
Total	51.31	58.98	55.73	-	-	-	-	-	-	-	-	-	166.02	664.08	676.15	-1.79%
Diversion Rate	34%	37%	37%	0%	0%	0%	0%	0%	0%	0%	0%	0%	36%	36%	36%	

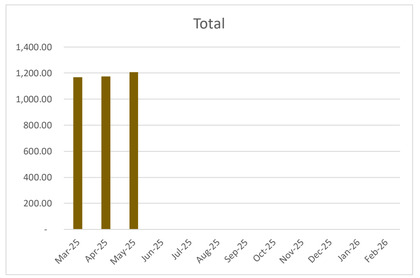
Orinda

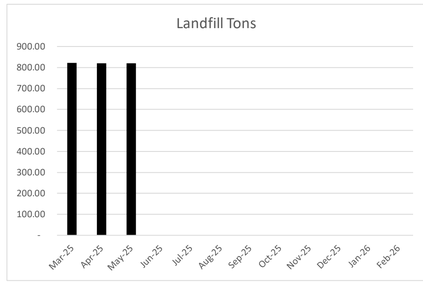
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	5.54	5.34	6.09										16.97	67.88	68.88	-1.44%
Recycling Tons	2.10	1.85	2.20										6.15	24.60	25.57	-3.80%
Organic Tons	0.37	0.60	0.45										1.42	5.68	5.94	-4.33%
E-Waste													-	-	-	0.00%
Battery													-	-	-	0.00%
Fluorescent													-	-	-	0.00%
Total	8.01	7.79	8.74	-	-	-	-	-	-	-	-	-	24.54	98.16	100.38	-2.22%
Diversion Rate	31%	31%	30%	0%	0%	0%	0%	0%	0%	0%	0%	0%	31%	31%	31%	

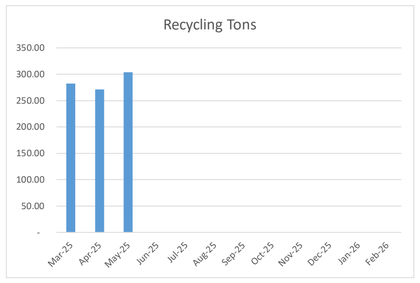
Walnut Creek

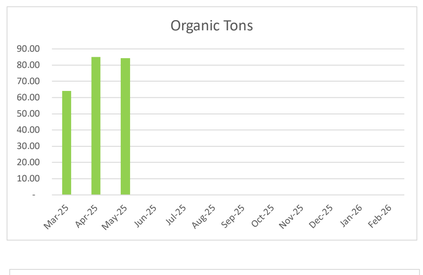
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	617.18	609.60	609.86										1,836.64	7,346.56	7,474.73	-1.71%
Recycling Tons	199.21	189.81	211.97										600.99	2,403.96	2,361.72	1.79%
Organic Tons	39.34	49.87	53.85										143.06	572.24	590.12	-3.03%
E-Waste													-	-	-	0.00%
Battery													-	-	-	0.00%
Fluorescent													-	-	-	0.00%
Total	855.73	849.28	875.68	-	-	-	-	-	-	-	-	-	2,580.69	10,322.76	10,426.57	-1.00%
Diversion Rate	28%	28%	30%	0%	0%	0%	0%	0%	0%	0%	0%	0%	29%	29%	28%	



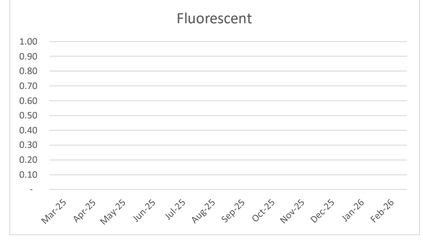


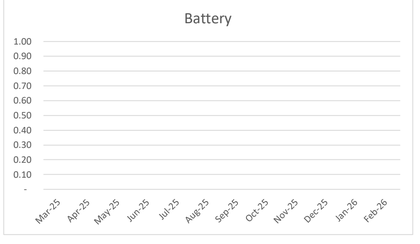












Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A9837182B236

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD
Residential Recycling													
Authority													
Total Tons Collected	2,037.84	2,103.88	2,097.82	-	-	-	-	-	-	-	-	-	6,239.54
Recycing %	100%	100%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
County													
Total Tons Collected	502.92	505.63	498.95	-	-	-	-	-	-	-	-	-	1,507.50
Recycing %	25%	24%	24%	0%	0%	0%	0%	0%	0%	0%	0%	0%	24%
Danville													
Total Tons Collected	482.66	514.11	439.11	-	-	-	-	-	-	-	-	-	1,435.88
Recycing %	24%	24%	21%	0%	0%	0%	0%	0%	0%	0%	0%	0%	23%
Lafayette													
Total Tons Collected	243.67	243.52	276.78	-	-	-	-	-	-	-	-	-	763.97
Recycing %	12%	12%	13%	0%	0%	0%	0%	0%	0%	0%	0%	0%	12%
Moraga													
Total Tons Collected	137.05	163.66	141.67	-	-	-	-	-	-	-	-	-	442.38
Recycing %	7%	8%	7%	0%	0%	0%	0%	0%	0%	0%	0%	0%	7%
Orinda													
Total Tons Collected	221.42	225.23	197.22	-	-	-	-	-	-	-	-	-	643.87
Recycing %	11%	11%	9%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%
Walnut Creek													
Total Tons Collected	450.12	451.73	544.09	-	-	-	-	-	-	-	-	-	1,445.94
Recycing %	22%	21%	26%	0%	0%	0%	0%	0%	0%	0%	0%	0%	23%
Multifamily Recycling													
Authority													
Total Tons Collected	282.30	271.07	303.41	-	-	-	-	-	-	-	-	-	856.78
Recycing %	100%	100%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
County													
Total Tons Collected	39.11	37.53	41.97	-	-	-	-	-	-	-	-	-	118.61
Recycing %	14%	14%	14%	0%	0%	0%	0%	0%	0%	0%	0%	0%	14%
Danville													
Total Tons Collected	8.94	8.93	9.84	-	-	-	-	-	-	-	-	-	27.71
Recycing %	3%	3%	3%	0%	0%	0%	0%	0%	0%	0%	0%	0%	3%
Lafayette													
Total Tons Collected	20.10	18.85	22.72	-	-	-	-	-	-	-	-	-	61.67
Recycing %	7%	7%	7%	0%	0%	0%	0%	0%	0%	0%	0%	0%	7%
Moraga													
Total Tons Collected	12.84	14.10	14.71	-	-	-	-	-	-	-	-	-	41.65
Recycing %	5%	5%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	5%
Orinda													
Total Tons Collected	2.10	1.85	2.20	-	-	-	-	-	-	-	-	-	6.15
Recycing %	1%	1%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Walnut Creek													
Total Tons Collected	199.21	189.81	211.97	-	-	-	-	-	-	-	-	-	600.99
Recycing %	71%	70%	70%	0%	0%	0%	0%	0%	0%	0%	0%	0%	70%
Commercial Recycling													
Authority													
Total Tons Collected	703.05	685.01	748.81	-	-	-	-	-	-	-	-	-	2,136.87
Recycing %	100%	100%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
County													
Total Tons Collected	74.34	72.15	79.92	-	-	-	-	-	-	-	-	-	226.41
Recycing %	11%	11%	11%	0%	0%	0%	0%	0%	0%	0%	0%	0%	11%
Danville													
Total Tons Collected	111.76	108.75	120.77	-	-	-	-	-	-	-	-	-	341.28
Recycing %	16%	16%	16%	0%	0%	0%	0%	0%	0%	0%	0%	0%	16%
Lafayette													
Total Tons Collected	69.22	66.23	75.74	-	-	-	-	-	-	-	-	-	211.19
Recycing %	10%	10%	10%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%
Moraga													
Total Tons Collected	45.76	45.70	44.55	-	-	-	-	-	-	-	-	-	136.01
Recycing %	7%	7%	6%	0%	0%	0%	0%	0%	0%	0%	0%	0%	6%
Orinda													
Total Tons Collected	30.30	29.80	32.25	-	-	-	-	-	-	-	-	-	92.35
Recycing %	4%	4%	4%	0%	0%	0%	0%	0%	0%	0%	0%	0%	4%
Walnut Creek													
Total Tons Collected	371.67	362.38	395.58	-	-	-	-	-	-	-	-	-	1,129.63
Recycing %	53%	53%	53%	0%	0%	0%	0%	0%	0%	0%	0%	0%	53%
Combined													
Authority													
Total Tons Collected	3,023.19	3,059.96	3,150.04	-	-	-	-	-	-	-	-	-	9,233.19
Recycing %	100%	100%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
County													
Total Tons Collected	616.37	615.31	620.84	-	-	-	-	-	-	-	-	-	1,852.52
Recycing %	20%	20%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%
Danville													
Total Tons Collected	603.36	631.79	569.72	-	-	-	-	-	-	-	-	-	1,804.87
Recycing %	20%	21%	18%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%
Lafayette													
Total Tons Collected	332.99	328.60	375.24	-	-	-	-	-	-	-	-	-	1,036.83
Recycing %	11%	11%	12%	0%	0%	0%	0%	0%	0%	0%	0%	0%	11%
Moraga													
Total Tons Collected	195.65	223.46	200.93	-	-	-	-	-	-	-	-	-	620.04
Recycing %	6%	7%	6%	0%	0%	0%	0%	0%	0%	0%	0%	0%	7%
Orinda													
Total Tons Collected	253.82	256.88	231.67	-	-	-	-	-	-	-	-	-	742.37
Recycing %	8%	8%	7%	0%	0%	0%	0%	0%	0%	0%	0%	0%	8%
Walnut Creek													
Total Tons Collected	1,021.00	1,003.92	1,151.64	-	-	-	-	-	-	-	-	-	3,176.56
Recycing %	34%	33%	37%	0%	0%	0%	0%	0%	0%	0%	0%	0%	34%

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

RecycleSmart Multifamily Accounts May 2025

Sum of Yards Per Week Address	Sideload Garbage	Front Load Garbage	Rear Load Garbage	Roll Off	Front Load Recycling	Recycling	Organics (Food Waste)	Yard Waste	Grand Total	MSW yds/Wk
		2.00			6.00			0.64	8.64	2.00
		12.00			32.00			0.48	44.48	12.00
		60.00			18.00	29.76		2.88	110.64	60.00
		20.00			18.00			0.96	38.96	20.00
	0.96					0.96		1.28	3.20	0.96
		6.00			12.00			0.64	18.64	6.00
		8.00			43.00			0.48	51.48	8.00
	0.64					1.44		0.96	3.04	0.64
										0.00
					74.00				74.00	0.00
		4.00			4.00			0.32	8.32	4.00
	1.44				3.00			0.32	4.76	1.44
		6.00				3.84		0.48	10.32	6.00
		2.00			3.00			0.32	5.32	2.00
								1.92	1.92	0.00
	1.92					1.92	0.64		4.48	1.92
		16.00			16.00			0.96	32.96	16.00
	1.28					0.96		0.96	3.20	1.28
	0.48					0.96		0.32	1.76	0.48
				4.00		0.96		0.32	5.28	4.00
		32.00			24.00			2.88	58.88	32.00
		6.00			6.00			0.32	12.32	6.00
		8.00			24.00			2.40	34.40	8.00
	1.28					5.76		0.32	7.36	1.28
		12.00			9.00				21.00	12.00
				4.00		3.36		0.96	8.32	4.00
		28.00			34.00			3.52	65.52	28.00
				6.00		1.92		0.48	8.40	6.00
		4.00		4.00		5.76		0.64	14.40	8.00
	0.96	2.00				3.20		0.48	6.64	2.96
	0.96					0.32		0.32	1.60	0.96
		1.00			1.00			0.48	2.48	1.00
		8.00			6.00			0.96	14.96	8.00
		6.00				2.88		0.48	9.36	6.00
		1.00				0.48		0.32	1.80	1.00
				24.00	16.00	14.40		3.84	58.24	24.00
	0.48					0.96		0.32	1.76	0.48
	7.68					8.64		0.32	16.64	7.68
		1.00				1.44		0.32	2.76	1.00
				4.00	4.00			0.64	8.64	4.00
		6.00			5.00			0.96	11.96	6.00
		4.00				3.84		0.48	8.32	4.00
	5.76					5.76		0.48	12.00	5.76
				2.00		2.88		0.48	5.36	2.00
				2.00		1.92		0.96	4.88	2.00
				4.00	4.00			0.96	8.96	4.00
	0.34					0.32		0.17	0.83	0.34
		4.00				5.76		0.32	10.08	4.00
				8.00	6.00				14.00	8.00
				8.00	8.00			0.32	16.32	8.00
		12.00		12.00	3.00	4.80		0.64	32.44	24.00
		4.00			4.00			0.32	8.32	4.00
	0.96					0.96		0.17	2.09	0.96
	1.44					1.92		0.96	4.32	1.44
					27.00				27.00	0.00
		54.00			48.00			1.60	103.92	54.00
		1.00				0.96		0.96	2.92	1.00
		8.00			12.00			0.96	20.96	8.00
	0.64					0.48		0.32	1.44	0.64
				4.00		0.48			4.48	4.00
	0.32					0.48		0.32	1.12	0.32
	3.84					2.40		1.92	8.16	3.84
		26.00				17.28		2.36	45.64	26.00
		56.00				55.20		2.24	113.44	56.00
		24.00			16.00				40.00	24.00
		24.00		12.00	11.00			1.44	48.44	36.00
		15.00			21.00		0.32		36.32	15.00
		4.00			4.00			0.96	8.96	4.00
				12.00		9.60		0.32	21.92	12.00
				4.00		1.92		0.48	6.40	4.00
		1.00				1.92		0.96	3.88	1.00
		2.00			6.00			0.48	8.48	2.00
		8.00			8.00			0.32	16.32	8.00
		6.00			16.00			0.96	22.96	6.00
		16.00			14.00			1.12	31.12	16.00
		16.00			15.00			2.88	33.88	16.00
		18.00			27.00			3.36	48.36	18.00
		8.00			6.00			1.92	15.92	8.00
	5.76					9.60		0.32	15.68	5.76
		4.00			6.00			1.44	11.44	4.00
				2.00		0.96		0.48	3.44	2.00
	0.96					1.44		0.96	3.36	0.96
				12.00		25.44		0.96	38.40	12.00
	2.88					12.00		0.48	15.36	2.88
	0.17	9.00			9.00			0.96	19.13	9.17
		12.00			6.00			0.96	18.96	12.00
	0.68					0.64		0.64	1.96	0.68
		12.00			4.00			0.64	16.64	12.00
	1.44					1.44		0.32	3.20	1.44
		4.00				0.96		0.48	5.44	4.00
		8.00			10.00			1.28	19.28	8.00
	1.44					0.96		0.32	2.72	1.44
		1.00				0.96		0.48	2.44	1.00
		8.00			6.00			0.48	14.48	8.00
				4.00		1.44		0.48	5.92	4.00
	1.36					0.48			1.84	1.36
		16.00				7.68		0.17	23.85	16.00
		2.00				1.44		0.32	3.76	2.00
		6.00			6.00			0.32	12.32	6.00
		2.00				1.44		0.48	3.92	2.00
		10.00			16.00	2.88		1.92	30.80	10.00
		3.00			6.00			0.48	9.48	3.00
		2.00				1.92		0.32	4.24	2.00
		12.00			6.00			0.96	18.96	12.00
		48.00				14.40		0.96	63.36	48.00
		1.00				0.96		0.32	2.28	1.00
		2.00			4.00			0.32	6.32	2.00
		4.00				1.44		0.32	5.76	4.00
		8.00			8.00			0.96	16.96	8.00
	1.44					5.28		0.96	7.68	1.44
				6.00		2.88		0.32	9.20	6.00
		9.00						0.32	9.32	9.00
				6.00		12.00		0.48	18.48	6.00
				10.00	8.00			0.96	18.96	10.00
		6.00			3.00			0.64	9.64	6.00
		12.00			24.00			0.96	36.96	12.00
		6.00			8.00			0.48	14.48	6.00
	0.64					1.44		0.48	2.56	0.64
				12.00	12.00			0.32	24.32	12.00
		12.00			14.00			0.32	26.32	12.00
				4.00	12.00			0.48	16.48	4.00
		8.00			6.00			0.96	14.96	8.00
		2.00				1.44		0.32	3.76	2.00
				2.00	4.00			0.96	6.96	2.00
		16.00				1.92		0.48	18.40	16.00
				3.00	3.00			0.48	6.48	3.00
		12.00			6.00			2.40	20.40	12.00
				4.00		1.44		0.48	5.92	4.00
				12.00					12.00	12.00
		2.00				2.88		0.96	5.84	2.00
					48.00	11.52		4.32	63.84	0.00
				12.00					12.00	12.00
		24.00			18.00			2.40	44.40	24.00
				18.00	60.00			2.40	80.40	18.00
		22.00				24.00		0.96	46.96	22.00
				12.00					12.00	12.00

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Jurisdiction	Account #	Site	Site Name	Combined Address Detail	Site Address #	Site Address Name	Site Suite #	City	State/Province	Zip/Postal Code	Phone	Rev.'Dist'Code	Municpl/Franch Contract	Contract Group Number	Container'Type	Container Size	Compactor Y/N	Total Lifts	Yards Per Week	Period Length	Period Unit	On-Call Flag	Container Qty Order	Monday Lift Day	Tuesday Lift Day	Wednesday Lift Day	Thursday Lift Day

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

May 2025 Changes			REM			DEL			Notes
Address	Entry	Enclosure	#	Size	Type	#	Size	Type	

N/A

Date of Trade Mark Abstract	Edmund Gallagher	Percy Gilbert (Commercial Hardware Accountant)	Mary Ann Taylor	Thomas Edison (Proprietor)	Frank Baldwin	Edward Young
1	0.17	0.17	0.13	0.13	0.13	0.13
2	0.17	0.17	0.13	0.13	0.13	0.13
3	0.17	0.17	0.13	0.13	0.13	0.13

Docusign Envelope ID: 5E63195I-5810-4E5C-ACDC-A9537535Z636

Account #	Site	Site Name	Detail	Site Address #	Site Address Name	Site Suite #	City	State/Province	Zip/Postal Code	Phone	Rev.'Dist'Code	Municipl/Franch Contract	Contract Group Number	Container'Type	Container Size Compactor Y/N	Total Lifts	Yards Per Week	Period Length Period Unit	On-Call Flag	Container Qty Order	Monday Lift Day	Tuesday Lift Day	Wednesday Lift Day	Thursday Lift Day	Friday Lift Day	Saturday Lift Day	Sunday Lift Day
77939	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		2C YC	.48	1	0.48	1 W	N	1	1						
176867	00002						WALNUT CREEK	CA	94595-3929		1W	9210144		8 CA	.17	1	0.17	1 W	N	1				1				
176867	00140						WALNUT CREEK	CA	94595-3928		1W	9210144		8 CA	.17	1	0.17	1 W	N	1				1	1			
73452	00101						WALNUT CREEK	CA	94595-3985		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
73452	00101						WALNUT CREEK	CA	94595-3985		1W	9210144		9 FR	2.00	1	2.00	1 W	N	1				1				
73510	00100						WALNUT CREEK	CA	94595-3917		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
73510	00100						WALNUT CREEK	CA	94595-3917		7W	9210144		9 RC	.32	4	1.28	1 W	N	4		4						
92155	00001						WALNUT CREEK	CA	94595-2469		1W	9210144		8 CA	.17	1	0.17	1 W	N	1				1				
92155	00001						WALNUT CREEK	CA	94595-2469		7W	9210144		9 RC	.32	1	0.32	1 W	N	1				1				
176867	00001						WALNUT CREEK	CA	94595-3931		1W	9210144		8 CA	.17	1	0.17	1 W	N	1				1				
176867	00001						WALNUT CREEK	CA	94595-3931		7W	9210144		9 RC	.17	1	0.17	1 W	N	1				1				
176867	00001						WALNUT CREEK	CA	94595-3931		7W	9210144		21 YC	.17	1	0.17	1 W	N	1				1				
176867	00003						WALNUT CREEK	CA	94595-3912		1W	9210144		8 CA	.17	1	0.17	1 W	N	1				1				
176867	00003						WALNUT CREEK	CA	94595-3912		7W	9210144		9 RC	.17	1	0.17	1 W	N	1				1				
176867	00315						WALNUT CREEK	CA	94595-3912		1W	9210144		8 CA	.17	1	0.17	1 W	N	1				1				
229085	00001						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	2.00	2	4.00	1 W	N	2			2					
229085	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		9 FR	2.00	8	16.00	1 W	N	4		4			4			
229085	00001						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	5	5.00	1 W	N	5			5					
229085	00001			REDACTED			WALNUT CREEK	CA	94595-3002	REDACTED	7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229085	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229085	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229085	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229085	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229085	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229085	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229085	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229085	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229085	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		9 FR	2.00	3	6.00	1 W	N	3			3					
229086	00001						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	1	1.00	1 W	N	1			1					
229086	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		9 FR	2.00	1	2.00	1 W	N	1				1				
229086	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229086	00002						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
229086	00002						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	1	1.00	1 W	N	1			1					
229086	00002						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	1	1.00	1 W	N	1			1					
229086	00002						WALNUT CREEK	CA	94595-3002		7W	9210144		9 FR	2.00	3	6.00	1 W	N	3				3				
229086	00002						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229086	00002						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229086	00002						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229086	00003						WALNUT CREEK	CA	94595-3002		7W	9210144		9 FR	2.00	1	2.00	1 W	N	1				1				
229086	00003						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229086	00003						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	1	1.00	1 W	N	1			1					
229087	00001						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	1	1.00	1 W	N	1			1					
229087	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		9 RC	.48	3	1.44	1 W	N	3							3	
229087	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229087	00002						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	1	1.00	1 W	N	1			1					
229087	00002						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	1	1.00	1 W	N	1			1					
229087	00002						WALNUT CREEK	CA	94595-3002		7W	9210144		9 FR	2.00	3	6.00	1 W	N	3				3				
229087	00002						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229087	00002						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229087	00002						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229087	00002						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
229087	00003						WALNUT CREEK	CA	94595-3002		7W	9210144		9 FR	2.00	1	2.00	1 W	N	1				1				
229087	00003						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229087	00003						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229087	00003						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
229087	00004						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
229087	00004						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
229087	00004						WALNUT CREEK	CA	94595-3002		7W	9210144		9 FR	2.00	3	6.00	1 W	N	3				3				
229087	00004						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
229087	00004						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1			1					
257246	00001						WALNUT CREEK	CA	94595-1889		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1				1				
257246	00001						WALNUT CREEK	CA	94595-1889		7W	9210144		9 RC	.48	1	0.48	1 W	N	1	1							
115029	00001						WALNUT CREEK	CA	94595-3002		71	9210244		9 IR	40.00				Y	1								
115029	00005						WALNUT CREEK	CA	94595-3002		71	9210244		9 IR	8.00				Y	1								
115029	00005						WALNUT CREEK	CA	94595-3002		71	9210244		9 IR	8.00				Y	1								
115034	00001						WALNUT CREEK	CA	94595-3002		71	9210244		9 IR	10.00				Y	1								
198288	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		9 FR	2.00	1	2.00	1 W	N	1				1				
198288	00001						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
198288	00001						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	1	1.00	1 W	N	1			1					
198288	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		9 RC	.32	3	0.96	1 W	N	3							3	
198288	00001						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1				1				
73452	00100						WALNUT CREEK	CA	94595-3923		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
73452	00100						WALNUT CREEK	CA	94595-3923		7W	9210144		9 RC	.32	4	1.28	1 W	N	4		4						
75713	00100						WALNUT CREEK	CA	94595-3900		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
75713	00100						WALNUT CREEK	CA	94595-3900		7W	9210144		9 RC	.48	4	1.92	1 W	N	4		4						
75713	00100						WALNUT CREEK	CA	94595-3900		7W	9210144		9 RC	.32	1	0.32	1 W	N	1		1						
75721	00100						WALNUT CREEK	CA	94595-3915		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
75721	00100						WALNUT CREEK	CA	94595-3915		7W	9210144		9 RC	.48	4	1.92	1 W	N	4		4						
75739	00100						WALNUT CREEK	CA	94595-3913		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1			1					
75739	00100						WALNUT CREEK	CA	94595-3913		7W	9210144		9 FR	3.00	2	6.00	1 W	N	1		1			1			
77461	00001						WALNUT CREEK	CA	94595-0000		1W	9210144		8 FL	2.00	3	6.00	1 W	N	3		3			3			
77461	00100						WALNUT CREEK	CA	94595-0000		7W	9210144		9 RC	.32	3	0.96	1 W	N	3		3						
77461	00100						WALNUT CREEK	CA	94595-0000		7W	9210144		9 RC	.48	5	2.40	1 W	N	5		5						
77461	00100						WALNUT CREEK	CA	94595-0000		7W	9210144		21 YC	.32	1	0.32	1 W	N	1							1	
79517	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		9 RC	.48	21	10.08	1 W	N	21				21				
79517	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	6	6.00	1 W	N	6					6			
79517	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	5	0.85	1 W	N	5				5				
79517	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	2.00	1	2.00	1 W	N	1					1			
79608	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	1	1.00	1 W	N	1					1			
79608	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		9 RC	.48	6	2.88	1 W	N	6				6				
79608	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	1	1.00	1 W	N	1					1			
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79830	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		9 RC	.32	7	2.24	1 W	N	7				7				
79830	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		9 RC	.48	12	5.76	1 W	N	12				12				
79830	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 CA	.32	1	0.32	1 W	N	1					1			
79830	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 CA	.32	1	0.32	1 W	N	1					1			
79830	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	10	1.70	1 W	N	10				10				
79830	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 CA	.48	2	0.96	1 W	N	2					2			
79830	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 CA	.32	2	0.64	1 W	N	2					2			
79830	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	5	5.00	1 W	N	5					5			
79830	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 CA	.48	6	2.88	1 W	N	6					6			
79921	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	2.00	3	6.00	1 W	N	3					3			
79921	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		9 RC	.32	8	2.56	1 W	N	8				8				
79921	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		9 RC	.48	14	6.72	1 W	N	14				14				
79921	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 FL	1.00	3	3.00	1 W	N	3					3			
79921	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1				1				
79921	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1				1				
79921	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1				1				
79921	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1				1				
79921	00100						WALNUT CREEK	CA	94595-3002		7W	9210144		21 YC	.17	1	0.17	1 W	N	1				1				
79921	00100						WALNUT CREEK	CA	94595-3002		1W	9210144		8 CA	.48	2	0.96	1 W	N	2				2				

Docusign Envelope ID: 9E83F981-5810-4E0C-ACDC-A9E3F5282E36

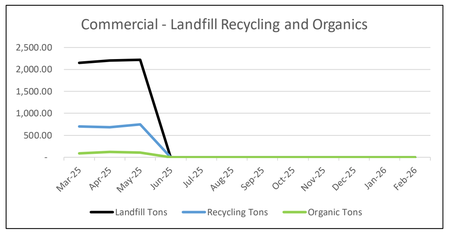
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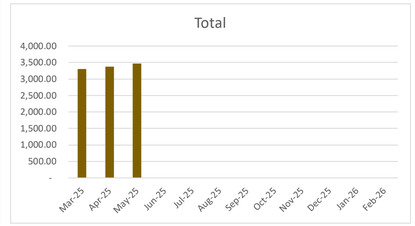
Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Authority

Days To Date: 65.00 As of May

Commercial	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	2,150.07	2,207.00	2,219.71	-	-	-	-	-	-	-	-	-	6,576.78	26,307.12	27,118.27	-2.99%
Recycling Tons	703.05	685.01	748.81	-	-	-	-	-	-	-	-	-	2,136.87	8,547.48	8,403.15	1.72%
Organic Tons	88.85	121.96	110.65	-	-	-	-	-	-	-	-	-	321.46	1,285.84	1,979.82	-35.05%
Food Waste	356.18	359.58	391.02	-	-	-	-	-	-	-	-	-	1,106.78	4,427.12	4,746.54	-6.73%
Total	3,298.15	3,373.55	3,470.19	-	-	-	-	-	-	-	-	-	10,141.89	40,567.56	42,247.78	-3.98%
Diversion Rate	35%	35%	36%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	35%	36%	



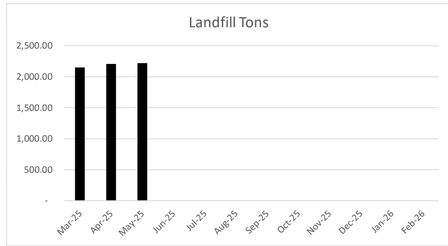


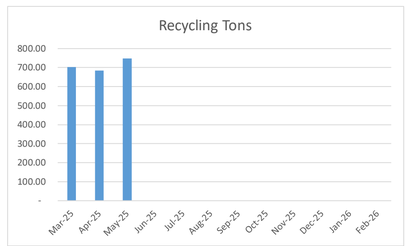
County

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	173.93	192.78	205.14										571.85	2,287.40	2,344.28	-2.43%
Recycling Tons	74.34	72.15	79.92										226.41	905.64	919.89	-1.55%
Organic Tons	16.01	18.12	18.49										52.62	210.48	313.75	-32.92%
Food Waste	45.13	44.37	47.58										137.08	548.32	606.00	-9.52%
Total	309.41	327.42	351.13	-	-	-	-	-	-	-	-	-	987.96	3,951.84	4,183.93	-5.55%
Diversion Rate	44%	41%	42%	0%	0%	0%	0%	0%	0%	0%	0%	0%	42%	42%	44%	

Danville

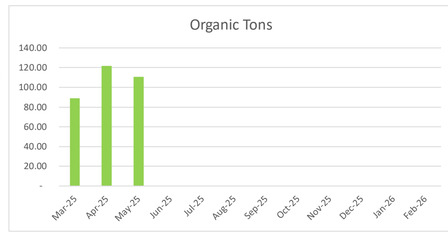
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	367.16	378.02	372.03										1,117.21	4,468.84	4,859.75	-8.04%
Recycling Tons	111.76	108.75	120.77										341.28	1,365.12	1,377.32	-0.89%
Organic Tons	28.02	43.80	26.50										98.32	393.28	394.09	-0.21%
Food Waste	57.00	58.96	71.77										187.73	750.92	809.89	-7.28%
Total	563.94	589.53	591.07	-	-	-	-	-	-	-	-	-	1,744.54	6,978.16	7,441.05	-6.22%
Diversion Rate	35%	36%	37%	0%	0%	0%	0%	0%	0%	0%	0%	0%	36%	36%	35%	





Lafayette

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	175.81	187.39	186.86										550.06	2,200.24	2,312.97	-4.87%
Recycling Tons	69.22	66.23	75.74										211.19	844.76	825.00	2.40%
Organic Tons	9.58	13.70	11.73										35.01	140.04	177.86	-21.26%
Food Waste	41.10	41.28	43.21										125.59	502.36	561.23	-10.49%
Total	295.71	308.60	317.54	-	-	-	-	-	-	-	-	-	921.85	3,687.40	3,877.06	-4.89%
Diversion Rate	41%	39%	41%	0%	0%	0%	0%	0%	0%	0%	0%	0%	40%	40%	40%	





Moraga

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	122.42	121.55	130.96										374.93	1,499.72	1,374.44	9.11%
Recycling Tons	45.76	45.70	44.55										136.01	544.04	571.17	-4.75%
Organic Tons	3.38	5.08	3.91										12.37	49.48	82.45	-39.99%
Food Waste	15.52	17.09	16.86										49.47	197.88	219.53	-9.86%
Total	187.08	189.42	196.28	-	-	-	-	-	-	-	-	-	572.78	2,291.12	2,247.60	1.94%
Diversion Rate	35%	36%	33%	0%	0%	0%	0%	0%	0%	0%	0%	0%	35%	35%	39%	

Orinda

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	69.88	77.25	73.72										220.85	883.40	1,076.80	-17.96%
Recycling Tons	30.30	29.80	32.25										92.35	369.40	366.47	0.80%
Organic Tons	3.82	5.68	7.33										16.83	67.32	117.05	-42.49%
Food Waste	9.93	10.81	11.03										31.77	127.08	143.33	-11.34%
Total	113.93	123.54	124.33	-	-	-	-	-	-	-	-	-	361.80	1,447.20	1,703.65	-15.05%
Diversion Rate	39%	37%	41%	0%	0%	0%	0%	0%	0%	0%	0%	0%	39%	39%	37%	

Walnut Creek

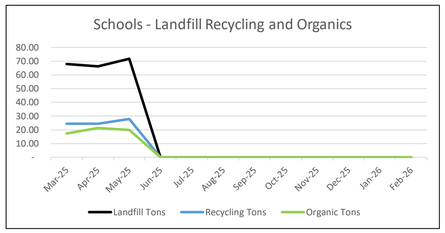
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	1,240.87	1,250.01	1,251.00										3,741.88	14,967.52	15,150.02	-1.20%
Recycling Tons	371.67	362.38	395.58										1,129.63	4,518.52	4,343.30	4.03%
Organic Tons	28.04	35.58	42.69										106.31	425.24	894.61	-52.47%
Food Waste	187.50	187.07	200.57										575.14	2,300.56	2,406.57	-4.41%
Total	1,828.08	1,835.04	1,889.84	-	-	-	-	-	-	-	-	-	5,552.96	22,211.84	22,794.50	-2.56%
Diversion Rate	32%	32%	34%	0%	0%	0%	0%	0%	0%	0%	0%	0%	33%	33%	34%	

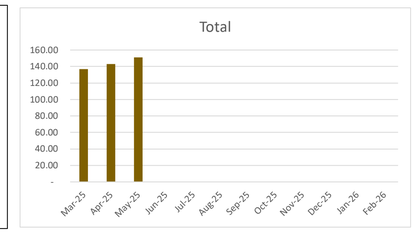
Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Authority

Days To Date: 65.00 As of May

Commercial	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	67.96	66.34	71.78	-	-	-	-	-	-	-	-	-	206.08	824.32	723.16	13.99%
Recycling Tons	24.52	24.57	27.90	-	-	-	-	-	-	-	-	-	76.99	307.96	298.57	3.14%
Organic Tons	17.42	21.33	19.87	-	-	-	-	-	-	-	-	-	58.62	234.48	227.61	3.02%
Food Waste	26.81	30.69	31.58	-	-	-	-	-	-	-	-	-	89.08	356.32	371.59	-4.11%
Total	136.71	142.93	151.13	-	-	-	-	-	-	-	-	-	430.77	1,723.08	1,620.94	6.30%
Diversion Rate	50%	54%	53%	0%	0%	0%	0%	0%	0%	0%	0%	0%	52%	52%	55%	



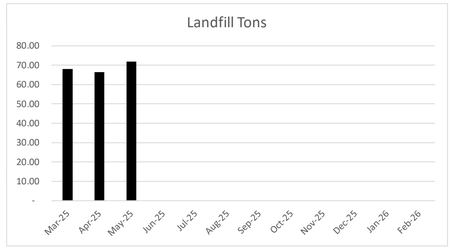


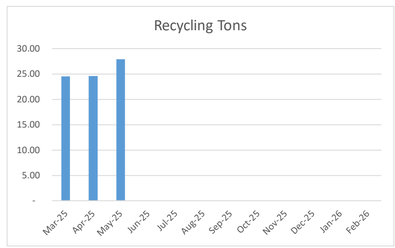
County

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	1.88	1.88	1.76										5.52	22.08	21.77	1.44%
Recycling Tons	1.35	1.38	1.47										4.20	16.80	15.42	8.94%
Organic Tons	2.01	2.27	2.21										6.49	25.96	26.85	-3.30%
Food Waste	2.22	2.18	2.74										7.14	28.56	26.40	8.19%
Total	7.46	7.71	8.18	-	-	-	-	-	-	-	-	-	23.35	93.40	90.43	3.28%
Diversion Rate	75%	76%	78%	0%	0%	0%	0%	0%	0%	0%	0%	0%	76%	76%	76%	

Danville

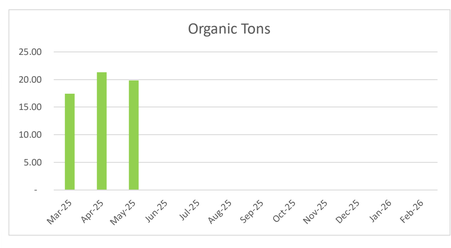
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Recycling Tons	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Organic Tons	3.86	4.27	3.79										11.92	47.68	47.70	-0.03%
Food Waste	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Total	3.86	4.27	3.79	-	-	-	-	-	-	-	-	-	11.92	47.68	47.70	-0.03%
Diversion Rate	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	





Lafayette

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	15.28	18.18	15.75										49.21	196.84	175.15	12.39%
Recycling Tons	5.35	5.29	6.16										16.80	67.20	66.01	1.81%
Organic Tons	2.79	3.53	3.42										9.74	38.96	39.95	-2.47%
Food Waste	4.43	5.36	5.26										15.05	60.20	64.54	-6.73%
Total	27.85	32.36	30.59	-	-	-	-	-	-	-	-	-	90.80	363.20	345.64	5.08%
Diversion Rate	45%	44%	49%	0%	0%	0%	0%	0%	0%	0%	0%	0%	46%	46%	49%	





Moraga

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	12.44	8.95	14.47										35.86	143.44	119.18	20.35%
Recycling Tons	5.21	5.03	5.78										16.02	64.08	61.84	3.62%
Organic Tons	1.93	2.84	2.11										6.88	27.52	28.19	-2.38%
Food Waste	4.29	4.78	4.67										13.74	54.96	59.52	-7.66%
Total	23.87	21.60	27.03	-	-	-	-	-	-	-	-	-	72.50	290.00	268.74	7.91%
Diversion Rate	48%	59%	46%	0%	0%	0%	0%	0%	0%	0%	0%	0%	51%	51%	56%	

Orinda

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	10.76	11.68	10.38										32.82	131.28	131.96	-0.52%
Recycling Tons	5.13	5.29	5.70										16.12	64.48	64.96	-0.74%
Organic Tons	1.83	2.55	1.94										6.32	25.28	30.68	-17.61%
Food Waste	8.03	10.10	10.01										28.14	112.56	110.52	1.84%
Total	25.75	29.62	28.03	-	-	-	-	-	-	-	-	-	83.40	333.60	338.13	-1.34%
Diversion Rate	58%	61%	63%	0%	0%	0%	0%	0%	0%	0%	0%	0%	61%	61%	61%	

Walnut Creek

	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Annualized Trend	Prior Year	Variance
Landfill Tons	27.60	25.65	29.42										82.67	330.68	275.10	20.20%
Recycling Tons	7.48	7.58	8.79										23.85	95.40	90.34	5.60%
Organic Tons	5.00	5.87	6.40										17.27	69.08	54.25	27.33%
Food Waste	7.84	8.27	8.90										25.01	100.04	110.60	-9.55%
Total	47.92	47.37	53.51	-	-	-	-	-	-	-	-	-	148.80	595.20	530.30	12.24%
Diversion Rate	42%	46%	45%	0%	0%	0%	0%	0%	0%	0%	0%	0%	44%	44%	48%	

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

RecycleSmart Commercial - Industrial Accounts May 2025

REDACTED

Sum of Yards Per Week	Column Labels										
Jurisdiction	Sideload Garbage	Front Load Garbage	Rear Load Garbage	Roll Off	Front Load Recycle	Industrial Recy	Recycling	Organics (Food Waste)	Yard Waste	Grand Total	MSW yds/Wk
Address											
9210134		1.00			3.00				0.64	4.64	1.00
9210140		2.00			3.00				0.48	5.48	2.00
9210132		2.00			2.00					4.00	2.00
9210140	0.51	14.00			18.00		0.17	0.96		33.64	14.51
9210138	0.17									0.17	0.17
9210134		2.00			2.00				0.64	4.64	2.00
9210138	0.48	2.00					0.48			2.96	2.48
9210238											0.00
9210140	0.32						0.96		0.48	1.76	0.32
9210144								0.32		0.32	0.00
9210140		1.00			2.00				0.32	3.32	1.00
9210132		30.00			48.00			3.84	1.44	83.28	30.00
9210140		4.00			4.00				1.28	9.28	4.00
9210234											0.00
9210140			2.00				1.44		2.88	6.32	2.00
9210140		1.00					1.61		2.57	5.18	1.00
9210138		4.00			3.00		0.64		1.28	8.92	4.00
9210240				20.00						20.00	20.00
9210132	0.48						0.48		0.96	1.92	0.48
9210132	0.17						0.32		0.64	1.13	0.17
9210236											0.00
9210144		6.00			20.00				0.96	26.96	6.00
9210144		2.00			1.00					3.00	2.00
9210144		6.00			24.00				4.00	34.00	6.00
9210132		2.00			4.00				0.64	7.12	2.00
9210132	0.32						1.28		0.32	1.92	0.32
9210134			4.00				0.48			4.48	4.00
9210132	0.51									0.51	0.51
9210134									1.28	1.28	0.00
9210144	0.32						0.32			0.64	0.32
9210134					24.00					24.00	0.00
9210134	0.96						0.64			1.60	0.96
9210136	1.44						1.44		0.96	3.84	1.44
9210132		2.00			1.00				0.48	3.48	2.00
9210132	0.32						0.32		0.32	0.96	0.32
9210132					6.00				0.32	6.32	0.00
9210232				60.00		90.00				150.00	60.00
9210132		8.00					0.96			8.96	8.00
9210136		2.00			4.00				2.00	10.88	2.00
9210236											0.00
9210144	0.96						0.96		0.32	2.24	0.96
9210132		4.00			9.00				1.92	14.92	4.00
9210136	0.17						0.48			0.65	0.17
9210138		2.00					1.44		1.92	5.36	2.00
9210138		1.00			1.00					2.00	1.00
9210132									0.96	0.96	0.00
9210144		12.00			8.00				0.96	20.96	12.00
9210134		6.00								6.00	6.00
9210144									0.48	0.48	0.00
9210136		2.00			2.00		0.48	0.96		5.44	2.00
9210136								0.32		0.32	0.00
9210136	0.48						0.96		0.96	2.40	0.48
9210138			1.00		2.00					3.00	1.00
9210144		8.00			12.00			1.92		21.92	8.00
9210136	0.48						0.48	0.32		1.28	0.48
9210136									0.96	0.96	0.00
9210132	0.48						0.96		0.48	1.92	0.48
9210244											0.00
9210244											0.00
9210132		1.00			1.00				0.96	2.96	1.00
9210144		4.00			18.00			1.28		23.28	4.00
9210136		5.00			6.00			1.32		12.32	5.00
9210138		9.00			16.00			3.60		28.60	9.00
9210132		2.00					1.44		0.32	3.76	2.00
9210138		2.00			1.00			0.32		3.32	2.00
9210136	0.17				1.00				0.32	1.49	0.17
9210144		12.00			6.00			0.32		18.32	12.00
9210136	0.17						0.32		0.32	0.81	0.17
9210136	0.96				6.00			2.00	0.48	9.44	0.96
9210136	0.17						0.48		0.48	1.13	0.17
9210136	0.48				2.00					2.48	0.48
9210138	0.48						0.48			0.96	0.48
9210136	0.48						0.48		0.48	1.44	0.48
9210144								0.96		0.96	0.00
9210138	0.48						0.48			0.96	0.48
9210136	0.96						1.44	0.64		3.04	0.96
9210138		1.00			1.00					2.00	1.00
9210132		6.00					0.96			6.96	6.00
9210134		1.00					0.64		1.92	3.56	1.00
9210132		24.00			8.00			1.28		33.28	24.00
9210132	0.51									0.51	0.51
9210132		36.00			27.00			1.64		64.64	36.00
9210138		1.00			1.00				0.32	2.32	1.00
9210136		2.00			4.00					6.00	2.00
9210136		2.00			3.00			1.28	0.64	6.92	2.00
9210144		8.00			3.00				2.40	13.40	8.00
9210144	0.32						0.32		2.88	3.52	0.32
9210138	0.48				2.00				0.48	2.96	0.48
9210134		2.00			4.00					6.00	2.00
9210138		1.00			1.00					2.00	1.00
9210136		2.00			2.00				0.32	4.32	2.00
9210136		4.00					2.88	0.96		7.84	4.00
9210140	0.32						0.64		0.64	1.60	0.32
9210144		1.00			1.00				0.96	2.96	1.00
9210144									0.96	0.96	0.00
9210132		2.00			2.00				0.32	4.32	2.00
9210136	0.48				3.00				0.48	3.96	0.48
9210136			2.00				0.48			2.48	2.00
9210144		12.00					0.64	0.32		12.96	12.00
9210134		1.00			4.00					5.00	1.00
9210144		3.00			2.00					5.00	3.00
9210136	0.48						0.48		0.48	1.44	0.48
9210136			2.00		2.00				0.48	4.48	2.00
9210134		6.00			4.00					10.00	6.00
9210232											0.00
9210134		13.00			2.00					15.00	13.00
9210140		16.00			4.00			0.64		20.64	16.00
9210140		6.00			1.00		0.96			7.96	6.00

Jurisdiction	# of Service Addresses	Recycling	Green Waste	Food Waste
Total	101	91.09%	45.54%	28.71%
County	12	83.33%	16.67%	16.67%
Danville	22	86.36%	54.55%	27.27%
Lafayette	24	95.83%	58.33%	37.50%
Moraga	14	100.00%	28.57%	14.29%
Orinda	11	109.09%	63.64%	18.18%
Walnut Creek	18	77.78%	38.89%	44.44%

	Sideload Garbage	Front Load Garbage	Rear Load Garbage	Roll Off	Front Load Recycle	Industrial Recy	Recycling	Organics (Food waste)	Yard Waste	Total
Total Count	32	54	5	2	53	1	38	29	46	101
9210132	7	12	0	0	10	0	8	6	12	21
9210134	1	8	1	0	7	0	3	2	2	12
9210135	0	0	0	0	0	0	0	0	0	0
9210136	13	7	2	0	11	0	12	9	14	24
9210138	5	9	1	0	9	0	5	2	4	14
9210140	3	7	1	0	6	0	6	2	7	10
9210142	0	0	0	0	0	0	0	0	0	0
9210144	3	11	0	0	10	0	4	8	7	18
9210232	0	0	0	1	0	1	0	0	0	1
9210234	0	0	0	0	0	0	0	0	0	0
9210235	0	0	0	0	0	0	0	0	0	0
9210236	0	0	0	0	0	0	0	0	0	0
9210238	0	0	0	0	0	0	0	0	0	0
9210240	0	0	0	1	0	0	0	0	0	1
9210242	0	0	0	0	0	0	0	0	0	0
9210244	0	0	0	0	0	0	0	0	0	0

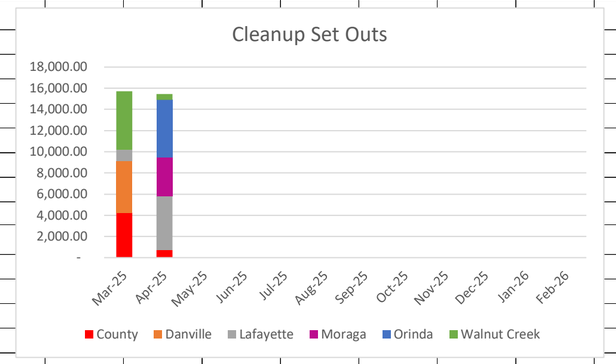
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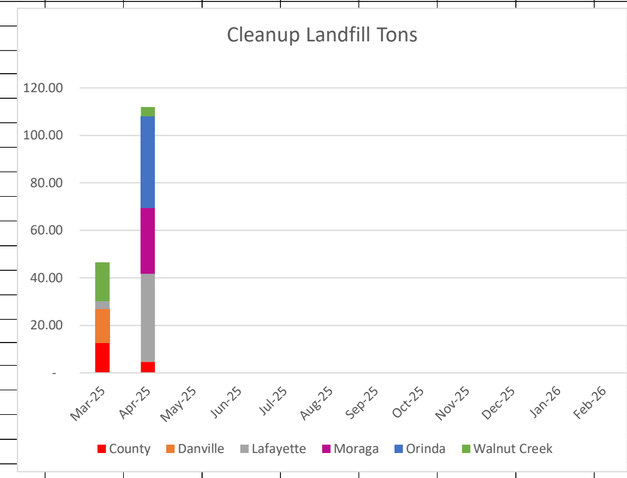
Commercial Market Detail May 2025

Jurisdiction	Account #	Site	Site Name	Combined Address Detail	Site Address #	Site Address Name	Site Suite #	City	State/Province	Zip/Postal Code Phone	Rec Dist Code	Route/Depot/Franchise Contract	Coverage Group Number	Container Type	Container Size/Compactor Yds	Total Lifts/Wk	Yards Per Week	Retail Weight Period Unit	On-Call Flag	Optional Sp/Wkd	Monday Lift Qty	Tuesday Lift Qty	Wednesday Lift Qty	Thursday Lift Qty	Friday Lift Qty	Saturday Lift Qty	Sunday Lift Qty
9210122	78128	33552						DANVILLE	CA	94526 0847	15	9210122		1S CA	1.00	1	0.11	1 W	N		1						1
9210122	214101	99991						DANVILLE	CA	94526 0847	15	9210122		1 CA	1.00	2	0.22	1 W	N		2	2					
9210122	214101	99991						DANVILLE	CA	94526 0847	75	9210122		20 DR	20	4	1.08	1 W	N		2	2					
9210122	252531	99991						DANVILLE	CA	94526 0877	15	9210122		1 YL	2.00	2	2.00	1 W	N				1				1
9210122	252599	99991						DANVILLE	CA	94526 0878	15	9210122		1 YL	2.00	2	2.00	1 W	N		1	1					
9210122	81184	99991						DANVILLE	CA	94526 0879	75	9210122		1 YL	1.00	1	1.00	1 W	N								1
9210122	81299	99991						DANVILLE	CA	94526 0879	15	9210122		1 YL	2.00	2	2.00	1 W	N				1				1
9210122	71750	99168						DANVILLE	CA	94526 4825	15	9210122		1 YL	2.00	2	2.00	1 W	N					1			
9210122	71750	99168						DANVILLE	CA	94526 4825	15	9210122		1 YL	2.00	2	2.00	1 W	N								1
9210122	71784	99168						DANVILLE	CA	94526 4825	75	9210122		1 YL	1.00	1	1.00	1 W	N					1			
9210122	71784	99168						DANVILLE	CA	94526 4825	75	9210122		1 YL	1.00	1	1.00	1 W	N					1			
9210122	71784	99168						DANVILLE	CA	94526 4825	75	9210122		1 YL	1.00	1	1.00	1 W	N					1			
9210122	217970	99991						DANVILLE	CA	94526 0106	75	9210122		1 YL	1.00	1	1.00	1 W	N		1	1				1	1
9210122	217970	99991						DANVILLE	CA	94526 0106	75	9210122		20 DR	20	4	0.22	1 W	N		1	1				1	1
9210122	218008	99991						DANVILLE	CA	94526 0106	75	9210122		20 DR	20	4	0.22	1 W	N		1	1				1	1
9210122	218008	99991						DANVILLE	CA	94526 3805	75	9210122		2 YD	4.00	2	0.44	1 W	N								1
9210122	218008	99991						DANVILLE	CA	94526 3805	75	9210122		2 YD	4.00	2	0.44	1 W	N								1
9210122	218008	99991						DANVILLE	CA	94526 3805	75	9210122		1 CA	1.00	1	0.06	1 W	N		1						
9210122	405016	99991						DANVILLE	CA	94526 4259	75	9210122		1 YL	2.00	2	0.44	1 W	N								1
9210122	405016	99991						DANVILLE	CA	94526 4259	75	9210122		1 YL	2.00	2	0.44	1 W	N								1
9210122	405016	99991						DANVILLE	CA	94526 4259	75	9210122		20 DR	20	4	0.44	1 W	N		2	2					
9210122	405016	99991						DANVILLE	CA	94526 4259	75	9210122		20 DR	20	4	0.44	1 W	N		2		1				
9210122	242243	99991						DANVILLE	CA	94526 3536	75	9210122		2 YD	4.00	2	0.44	1 W	N								1
9210122	242315	99991						DANVILLE	CA	94526 3536	75	9210122		1 YD	2.00	1	0.17	1 W	N								1
9210122	242315	99991						DANVILLE	CA	94526 3536	75	9210122		20 DR	20	4	0.22	1 W	N		1	1					
9210122	140224	99991						DANVILLE	CA	94526	15	9210122		1 YD	2.00	1	0.17	1 W	N		1	1				1	1
9210122	140224	99991						DANVILLE	CA	94526	15	9210122		20 DR	20	4	0.44	1 W	N		1	1				1	1
9210122	140224	99991						DANVILLE	CA	94526	15	9210122		1 YL	2.00	2	4.00	1 W	N		1	1				1	
9210122	140224	99991						DANVILLE	CA	94526	15	9210122		1 YL	2.00	2	4.00	1 W	N		1	1				1	
9210122	140224	99991						DANVILLE	CA	94526	15	9210122		1 YL	2.00	2	4.00	1 W	N		1	1				1	
9210122	144924

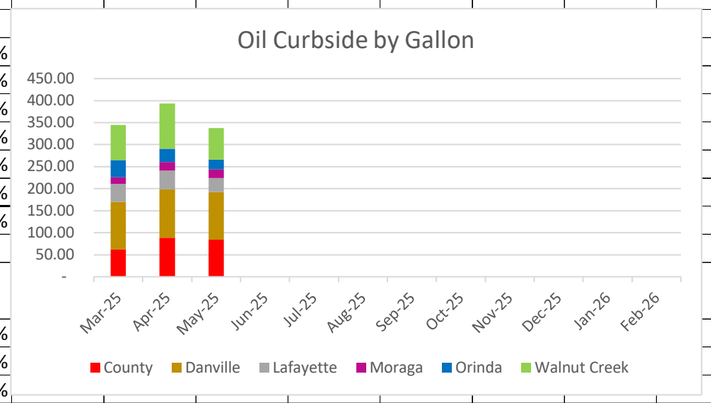
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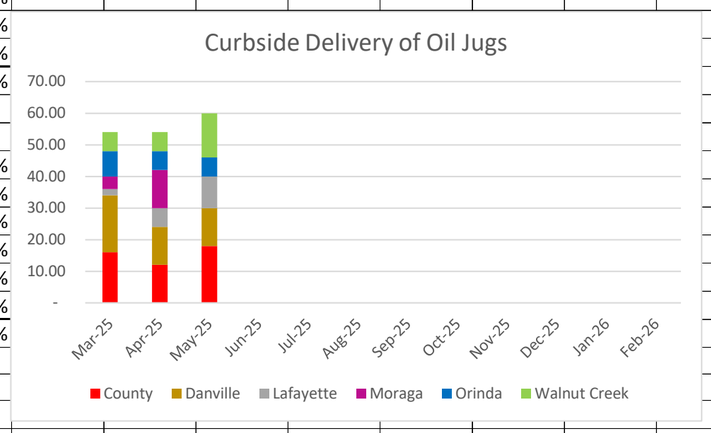
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Prior Year YTD	Variance
Cleanup Customers															
County	5,658.00	802.00											6,460.00	31,386.00	-79.42%
Danville	6,336.00	-											6,336.00	30,980.00	-79.55%
Lafayette	1,519.00	6,335.00											7,854.00	16,109.00	-51.24%
Moraga	-	4,717.00											4,717.00	9,620.00	-50.97%
Orinda	-	6,601.00											6,601.00	13,516.00	-51.16%
Walnut Creek	7,323.00	677.00											8,000.00	32,663.00	-75.51%
Total	20,836.00	19,132.00	-	-	-	-	-	-	-	-	-	-	39,968.00	134,274.00	-70.23%
Cleanup Set Outs															
County	4,265.16	729.00											4,994.16	21,152.87	-76.39%
Danville	4,841.47	-											4,841.47	20,395.20	-76.26%
Lafayette	1,063.24	5,115.00											6,178.24	10,988.00	-43.77%
Moraga	-	3,600.00											3,600.00	5,857.00	-38.54%
Orinda	-	5,460.00											5,460.00	8,756.00	-37.64%
Walnut Creek	5,533.73	566.00											6,099.73	23,039.57	-73.53%
Total	15,703.60	15,470.00	-	-	-	-	-	-	-	-	-	-	31,173.60	90,188.64	-65.44%
Cleanup Landfill Tons															
County	12.65	4.70											17.34	219.17	-92.09%
Danville	14.16	-											14.16	211.34	-93.30%
Lafayette	3.40	37.09											40.49	166.07	-75.62%
Moraga	-	27.62											27.62	102.63	-73.09%
Orinda	-	38.65											38.65	144.10	-73.18%
Walnut Creek	16.37	3.96											20.33	232.61	-91.26%
Total	46.58	112.02	-	-	-	-	-	-	-	-	-	-	158.60	1,075.92	-85.26%
Note: Cleanup Reporting Data does not include any reuse tonnage data as that is handled by MDR.															
Count of On Call Bulky Cleanups															
County	25.00	32.00	40.00										97.00	535.00	-81.87%
Danville	31.00	27.00	48.00										106.00	551.00	-80.76%
Lafayette	17.00	10.00	27.00										54.00	258.00	-79.07%
Moraga	8.00	2.00	17.00										27.00	142.00	-80.99%
Orinda	12.00	10.00	20.00										42.00	232.00	-81.90%
Walnut Creek	30.00	30.00	48.00										108.00	571.00	-81.09%
Total	123.00	111.00	200.00	-	-	-	-	-	-	-	-	-	434.00	2,289.00	-81.04%
Count of Recycling Bulky Cleanups															
County	15.00	18.00	14.00										47.00	187.00	-74.87%
Danville	13.00	20.00	22.00										55.00	181.00	-69.61%
Lafayette	1.00	5.00	14.00										20.00	95.00	-78.95%
Moraga	6.00	1.00	4.00										11.00	52.00	-78.85%
Orinda	3.00	3.00	10.00										16.00	77.00	-79.22%
Walnut Creek	13.00	13.00	22.00										48.00	188.00	-74.47%
Total	51.00	60.00	86.00	-	-	-	-	-	-	-	-	-	197.00	780.00	-74.74%
Count of Organics Bulky Cleanups															
County	23.00	30.00	28.00										81.00	496.00	-83.67%
Danville	18.00	20.00	22.00										60.00	350.00	-82.86%
Lafayette	14.00	29.00	35.00										78.00	380.00	-79.47%
Moraga	6.00	13.00	19.00										38.00	118.00	-67.80%
Orinda	8.00	29.00	34.00										71.00	345.00	-79.42%
Walnut Creek	21.00	27.00	22.00										70.00	344.00	-79.65%
Total	90.00	148.00	160.00	-	-	-	-	-	-	-	-	-	398.00	2,033.00	-80.42%

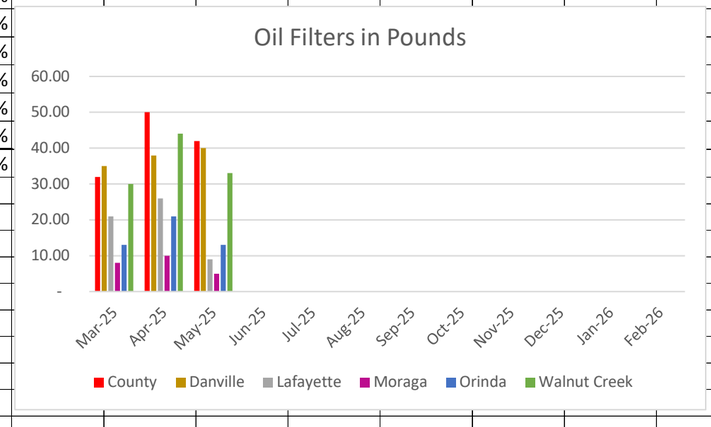




	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Prior Year YTD	Variance
Curbside by Gallon															
County	61.80	88.36	84.07										234.23	1,264.97	-81.48%
Danville	108.00	110.11	108.45										326.55	1,268.63	-74.26%
Lafayette	40.78	42.43	31.64										114.84	592.52	-80.62%
Moraga	15.12	19.45	19.87										54.44	292.21	-81.37%
Orinda	39.21	30.16	21.78										91.16	434.47	-79.02%
Walnut Creek	79.98	103.39	71.62										254.99	1,139.76	-77.63%
Total Oil	344.89	393.89	337.43	-	-	-	-	-	-	-	-	-	1,076.21	4,992.56	-78.44%
Curbside Delivery of Oil Jugs															
County	16.00	12.00	18.00										46.00	146.00	-68.49%
Danville	18.00	12.00	12.00										42.00	204.00	-79.41%
Lafayette	2.00	6.00	10.00										18.00	68.00	-73.53%
Moraga	4.00	12.00	-										16.00	76.00	-78.95%
Orinda	8.00	6.00	6.00										20.00	120.00	-83.33%
Walnut Creek	6.00	6.00	14.00										26.00	184.00	-85.87%
Total Oil Jugs Delivered	54.00	54.00	60.00	-	-	-	-	-	-	-	-	-	168.00	798.00	-78.95%
Oil Filters in Pounds															
County	32.00	50.00	42.00										124.00	473.00	-73.78%
Danville	35.00	38.00	40.00										113.00	479.00	-76.41%
Lafayette	21.00	26.00	9.00										56.00	264.00	-78.79%
Moraga	8.00	10.00	5.00										23.00	145.00	-84.14%
Orinda	13.00	21.00	13.00										47.00	275.00	-82.91%
Walnut Creek	30.00	44.00	33.00										107.00	484.00	-77.89%
Total Oil Filter Weight	139.00	189.00	142.00	-	-	-	-	-	-	-	-	-	470.00	2,120.00	-77.83%
Oil Filters (Count)															
County	11.00	17.00	14.00										42.00	157.00	-73.25%
Danville	12.00	13.00	13.00										38.00	159.00	-76.10%
Lafayette	7.00	9.00	3.00										19.00	90.00	-78.89%
Moraga	3.00	3.00	2.00										8.00	50.00	-84.00%
Orinda	4.00	7.00	4.00										15.00	92.00	-83.70%
Walnut Creek	10.00	15.00	11.00										36.00	162.00	-77.78%
TOTAL	47.00	64.00	47.00	-	-	-	-	-	-	-	-	-	158.00	710.00	-77.75%







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Residential (Single-Family)	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Prior Year	Variance
i. Service Inquiry															
a. Repair/Replace Cart	672	667	647										1,986	7,759	-74.40%
b. On-Call Cleanup Request	330	371	530										1,231	6,132	-79.92%
c. Commencement of Service	23	42	54										119	529	-77.50%
d. Termination of Service	475	391	489										1,355	5,011	-72.96%
e. Changes to Subscriber Service Levels	917	1,047	1,574										3,538	14,513	-75.62%
f. Compliments	9	9	8										26	131	-80.15%
g. General Inquiry about Service	1,849	1,503	1,768										5,120	29,409	-82.59%
ii. Complaint															
a. Missed Pickup/Courtesy Return	997	1,008	1,138										3,143	17,776	-82.32%
b. Missed Cleanup Collection	154	206	97										457	2,249	-79.68%
c. & d. Billing Complaints/Disputes & Rate Complaint	-	2	-										2	3	-33.33%
e. Second Call for Same Complaint	55	35	47										137	652	-78.99%
f. Excessive Noise	-	1	1										2	13	-84.62%
g. Discourteous Employee	-	-	1										1	18	-94.44%
h. Garbage Spill	8	4	3										15	86	-82.56%
i. Unauthorized Hours	-	5	-										5	10	-50.00%
j. Property Damage	1	5	10										16	102	-84.31%
k. Leakage from Vehicle	1	2	4										7	36	-80.56%

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Multi-Family and Commercial	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Prior Year	Variance
i. Service Inquiry															
a. Repair/Replace Container & b. Size Exchange	72	85	79										236	919	-74.32%
c. Commencement of Service	18	11	6										35	125	-72.00%
d. Termination of Service	11	5	4										20	101	-80.20%
e. Changes to Subscriber Service Levels	107	104	109										320	1,437	-77.73%
f. Compliments	-	-	-										-	4	-100.00%
g. General Inquiry about Service	204	174	191										569	2,664	-78.64%
ii. Complaint															
a. Missed Pickup/Courtesy Return	174	180	278										632	2,719	-76.76%
b. & c. Billing Complaints/Disputes & Rate Complaint	3	3	1										7	24	-70.83%
d. Second Call for Same Complaint	3	1	3										7	17	-58.82%
e. Excessive Noise	1	-	-										1	11	-90.91%
f. Discourteous Employee	-	-	-										-	2	-100.00%
g. Garbage Spill	-	1	-										1	9	-88.89%
h. Unauthorized Hours	2	2	-										4	7	-42.86%
i. Property Damage	5	2	1										8	20	-60.00%
j. Leakage from Vehicle	-	-	-										-	4	-100.00%

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MSW	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Prior Year	Variance
RESIDENTIAL															
20 Gallon Cart															
Repair/Replace	37	29	63										129	469	-72.49%
Delivered - New Start	44	50	30										124	603	-79.44%
Increase Service	10	6	5										21	63	-66.67%
Decrease Service	6	1	1										8	34	-76.47%
Sub-Total	97	86	99	-	-	-	-	-	-	-	-	-	282	1,169	-75.88%
32 Gallon Cart															
Repair/Replace	86	77	167										330	1,323	-75.06%
Delivered - New Start	158	175	135										468	2,269	-79.37%
Increase Service	30	21	44										95	300	-68.33%
Decrease Service	37	27	50										114	334	-65.87%
Sub-Total	311	300	396	-	-	-	-	-	-	-	-	-	1,007	4,226	-76.17%
64 Gallon Cart															
Repair/Replace	39	58	82										179	1,000	-82.10%
Delivered - New Start	96	99	94										289	1,255	-76.97%
Increase Service	37	47	47										131	607	-78.42%
Decrease Service	61	49	67										177	525	-66.29%
Sub-Total	233	253	290	-	-	-	-	-	-	-	-	-	776	3,387	-77.09%
96 Gallon Cart															
Repair/Replace	5	22	20										47	239	-80.33%
Delivered - New Start	24	27	24										75	324	-76.85%
Increase Service	5	23	5										33	137	-75.91%
Decrease Service	8	11	9										28	112	-75.00%
Sub-Total	42	83	58	-	-	-	-	-	-	-	-	-	183	812	-77.46%
Food Scrap															
Replace/Deliver New	77	26	34										137	556	-75.36%
Sub-Total	77	26	34	-	-	-	-	-	-	-	-	-	137	556	-75.36%
Total	760	748	877	-	-	-	-	-	-	-	-	-	2,385	10,150	-76.50%
MULTIFAMILY															
20 Gallon Cart															
Repair/Replace	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Delivered - New Start	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Increase Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Decrease Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Sub-Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
32 Gallon Cart															
Repair/Replace	1	-	-										1	3	-66.67%
Delivered - New Start	4	-	-										4	2	100.00%
Increase Service	-	-	-										-	1	-100.00%
Decrease Service	-	-	-										-	3	-100.00%
Sub-Total	5	-	-	-	-	-	-	-	-	-	-	-	5	9	-44.44%
64 Gallon Cart															
Repair/Replace	-	-	-										-	5	-100.00%
Delivered - New Start	-	-	-										-	2	-100.00%
Increase Service	-	-	-										-	7	-100.00%
Decrease Service	-	-	-										-	2	-100.00%
Sub-Total	-	-	-	-	-	-	-	-	-	-	-	-	-	16	-100.00%
96 Gallon Cart															
Repair/Replace	-	2	-										2	2	0.00%
Delivered - New Start	-	-	-										-	1	-100.00%
Increase Service	-	1	-										1	3	-66.67%
Decrease Service	-	3	-										3	1	200.00%
Sub-Total	-	6	-	-	-	-	-	-	-	-	-	-	6	7	-14.29%
1 Yard Container															
Repair/Replace	3	-	-										3	6	-50.00%
Delivered - New Start	-	-	-										-	4	-100.00%
Increase Service	-	1	-										1	2	-50.00%
Decrease Service	-	-	-										-	-	0.00%
Sub-Total	3	1	-	-	-	-	-	-	-	-	-	-	4	12	-66.67%
2 Yard Container															
Repair/Replace	2	2	2										6	3	100.00%
Delivered - New Start	-	-	-										-	-	0.00%
Increase Service	-	4	-										4	3	33.33%
Decrease Service	-	-	-										-	4	-100.00%
Sub-Total	2	6	2	-	-	-	-	-	-	-	-	-	10	10	0.00%
3 Yard Container															
Repair/Replace	-	1	2										3	1	200.00%
Delivered - New Start	-	-	-										-	2	-100.00%
Increase Service	2	-	-										2	-	0.00%

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Decrease Service	-	-	1											1	-	0.00%
Sub-Total	2	1	3	-	-	-	-	-	-	-	-	-	-	6	3	100.00%
4 Yard Container																
Repair/Replace	1	1	-											2	1	100.00%
Delivered - New Start	-	-	1											1	2	-50.00%
Increase Service	-	-	-											-	2	-100.00%
Decrease Service	-	-	-											-	-	0.00%
Sub-Total	1	1	1	-	-	-	-	-	-	-	-	-	-	3	5	-40.00%
Total	13	15	6	-	-	-	-	-	-	-	-	-	-	34	62	-45.16%
COMMERCIAL																
20 Gallon Cart																
Repair/Replace	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Delivered - New Start	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Increase Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Decrease Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Sub-Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
32 Gallon Cart																
Repair/Replace	1	-	2											3	11	-72.73%
Delivered - New Start	2	20	-											22	15	46.67%
Increase Service	-	-	-											-	-	0.00%
Decrease Service	-	-	-											-	2	-100.00%
Sub-Total	3	20	2	-	-	-	-	-	-	-	-	-	-	25	28	-10.71%
64 Gallon Cart																
Repair/Replace	1	2	2											5	21	-76.19%
Delivered - New Start	1	10	1											12	23	-47.83%
Increase Service	-	1	-											1	14	-92.86%
Decrease Service	-	-	-											-	5	-100.00%
Sub-Total	2	13	3	-	-	-	-	-	-	-	-	-	-	18	63	-71.43%
96 Gallon Cart																
Repair/Replace	1	5	1											7	31	-77.42%
Delivered - New Start	1	24	-											25	36	-30.56%
Increase Service	-	2	1											3	21	-85.71%
Decrease Service	-	-	-											-	5	-100.00%
Sub-Total	2	31	2	-	-	-	-	-	-	-	-	-	-	35	93	-62.37%
1 Yard Container																
Repair/Replace	-	2	3											5	19	-73.68%
Delivered - New Start	-	1	1											2	30	-93.33%
Increase Service	2	1												3	11	-72.73%
Decrease Service	1	-	-											1	6	-83.33%
Sub-Total	3	4	4	-	-	-	-	-	-	-	-	-	-	11	66	-83.33%
2 Yard Container																
Repair/Replace	1	-	6											7	25	-72.00%
Delivered - New Start	1	7	3											11	35	-68.57%
Increase Service	1	4	3											8	23	-65.22%
Decrease Service	-	1	1											2	15	-86.67%
Sub-Total	3	12	13	-	-	-	-	-	-	-	-	-	-	28	98	-71.43%
3 Yard Container																
Repair/Replace	-	2	-											2	3	-33.33%
Delivered - New Start	-	2	1											3	17	-82.35%
Increase Service	-	-	4											4	5	-20.00%
Decrease Service	-	2	1											3	6	-50.00%
Sub-Total	-	6	6	-	-	-	-	-	-	-	-	-	-	12	31	-61.29%
4 Yard Container																
Repair/Replace	6	1	2											9	21	-57.14%
Delivered - New Start	8	6	-											14	28	-50.00%
Increase Service	-	4	-											4	18	-77.78%
Decrease Service	1	-	-											1	2	-50.00%
Sub-Total	15	11	2	-	-	-	-	-	-	-	-	-	-	28	69	-59.42%
Total	28	97	32	-	-	-	-	-	-	-	-	-	-	157	448	(4)
Grand Total	801	860	915	-	-	-	-	-	-	-	-	-	-	2,576	10,660	-75.83%

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

OUTBOUND/PROCESSED		Total By Ton						
Jurisdiction	**Material**	1st Qtr (Mar/Apr/May)	2nd Qtr (Jun/Jul/Aug)	3rd Qtr (Sept/Oct/Nov)	4th Qtr (Dec/Jan/Feb)	YTD	Prior Year	Variance
Authority	**Compost**	-	-	-	-	-	-	0.00%
	ADC	-	-	-	-	-	-	0.00%
	Biomass	156.21	-	-	-	156.21	255.97	-38.97%
	Tires	-	-	-	-	-	-	0.00%
	E-Waste	-	-	-	-	-	-	0.00%
	Metals	50.75	-	-	-	50.75	38.40	32.15%
	OCC-Cardboard	4.13	-	-	-	4.13	4.26	-3.09%
	Mattresses	-	-	-	-	-	-	0.00%
	Total	211.08	-	-	-	211.08	298.63	-29.32%
Danville	Compost	-				-	-	0.00%
	ADC	-				-	-	0.00%
	Biomass	19.60				19.60	47.72	-58.92%
	Tires	-				-	-	0.00%
	E-Waste	-				-	-	0.00%
	Metals	6.98				6.98	7.12	-1.99%
	OCC-Cardboard	0.36				0.36	0.89	-59.57%
	Mattresses	-				-	-	0.00%
	Total	26.94	-	-	-	26.94	55.73	-51.66%
Lafayette	Compost	-				-	-	0.00%
	ADC	-				-	-	0.00%
	Biomass	37.44				37.44	51.34	-27.08%
	Tires	-				-	-	0.00%
	E-Waste	-				-	-	0.00%
	Metals	7.41				7.41	7.84	-5.55%
	OCC-Cardboard	1.09				1.09	0.71	53.43%
	Mattresses	-				-	-	0.00%
	Total	45.94	-	-	-	45.94	59.89	-23.30%
Moraga	Compost	-				-	-	0.00%
	ADC	-				-	-	0.00%
	Biomass	7.33				7.33	18.61	-60.59%
	Tires	-				-	-	0.00%
	E-Waste	-				-	-	0.00%
	Metals	1.79				1.79	1.44	24.55%
	OCC-Cardboard	-				-	0.18	-100.00%
	Mattresses	-				-	-	0.00%
	Total	9.12	-	-	-	9.12	20.22	-54.89%
Orinda	Compost	-				-	-	0.00%
	ADC	-				-	-	0.00%
	Biomass	16.70				16.70	32.10	-47.98%
	Tires	-				-	-	0.00%
	E-Waste	-				-	-	0.00%
	Metals	5.32				5.32	3.69	44.26%
	OCC-Cardboard	0.89				0.89	0.36	148.47%
	Mattresses	-				-	-	0.00%
	Total	22.91	-	-	-	22.91	36.15	-36.62%
Walnut Creek	Compost	-				-	-	0.00%
	ADC	-				-	-	0.00%
	Biomass	51.19				51.19	63.20	-19.01%
	Tires	-				-	-	0.00%
	E-Waste	-				-	-	0.00%
	Metals	23.61				23.61	14.98	57.60%
	OCC-Cardboard	0.89				0.89	1.58	-43.98%
	Mattresses	-				-	-	0.00%
	Total	75.69	-	-	-	75.69	79.77	-5.11%
County	Compost	-				-	-	0.00%
	ADC	-				-	-	0.00%
	Biomass	23.94				23.94	42.99	-44.31%
	Tires	-				-	-	0.00%
	E-Waste	-				-	-	0.00%
	Metals	5.64				5.64	3.33	69.26%
	OCC-Cardboard	0.90				0.90	0.54	66.61%
	Mattresses	-				-	-	0.00%
	Total	30.48	-	-	-	30.48	46.87	-34.96%
Total		211.08	-	-	-	211.08	298.63	-29.32%

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Republic Services																
# of Customers with Extra Recycling Services																
	Report Date	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Prior YTD	Variance
Danville	Extra Recy (ZAR)	157	158	154										469	1,906	-75.39%
32	96GW (YAR)	3,385	3,400	3,421										10,206	39,623	-74.24%
	1 Extra 64GW (ZAY)	742	741	734										2,217	8,742	-74.64%
	1 Extra 64 gw and 1 96g GW (YA4)	14	15	15										44	171	-74.27%
	2 Extra 64 gal GW (YA2)	45	45	46										136	502	-72.91%
	2 Extra 64GW and 1 extra 96GW (YA6)	1	1	1										3	23	-86.96%
	96 gal recycle upgrade (REC)	2,372	2,395	2,407										7,174	27,869	-74.26%
	96 gal Extra GW (YA1)	378	381	380										1,139	4,249	-73.19%
Lafayette	Extra Recy (ZAR)	164	166	166										496	1,892	-73.78%
36	96GW (YAR)	2,343	2,348	2,354										7,045	27,185	-74.08%
	1 Extra 64GW (YA2)	14	16	16										46	84	-45.24%
	1 Extra 64GW and 1 extra 96GW (YA3)	11	11	11										33	120	-72.50%
	2 Extra 64 gal (YA4)	39	39	40										118	464	-74.57%
	2 Extra 96 gal GW (YA5)	26	26	26										78	318	-75.47%
	3 Extra 64GW (YA6)	7	7	7										21	89	-76.40%
	1 Extra 96GW (YA7)	309	309	309										927	3,441	-73.06%
	96 gal recycle upgrade (REC)	1,540	1,552	1,560										4,652	17,798	-73.86%
Moraga	Extra Recy (ZAR)	40	42	40										122	493	-75.25%
38	96GW (YAR)	1,088	1,092	1,096										3,276	12,778	-74.36%
	1 Extra 64GW (ZAY)	158	159	159										476	1,868	-74.52%
	1 Extra 96GW (YA3)	74	74	75										223	856	-73.95%
	96 gal recycle upgrade (REC)	658	661	660										1,979	7,760	-74.50%
														-	-	
Orinda	Extra Recy (ZAR)	100	100	102										302	1,169	-74.17%
40	96GW (YAR)	2,120	2,128	2,144										6,392	24,729	-74.15%
	1 Extra 64GW (ZAY)	459	458	455										1,372	5,470	-74.92%
	3 Extra 64GW (YA4)	14	14	14										42	170	-75.29%
	1 Extra 96GW (YA5)	231	228	235										694	2,559	-72.88%
	96 gal recycle upgrade (REC)	1,379	1,389	1,402										4,170	16,136	-74.16%
Walnut Creek	Extra Recy (ZAR)	141	141	140										422	1,662	-74.61%
44	96GW (YAR)	3,567	3,581	3,589										10,737	41,417	-74.08%
	1 Extra 64GW (YA3)	525	528	528										1,581	6,351	-75.11%
	1 Extra 64GW and 1 Extra 96GW (YA4)	5	8	7										20	60	-66.67%
	2 Extra 64GW (YA5)	4	4	4										12	59	-79.66%
	3 Extra 64GW (YA6)	34	34	33										101	417	-75.78%
	1 Extra 96GW (YA7)	239	246	248										733	2,680	-72.65%
	96 gal recycle upgrade (REC)	2,297	2,301	2,314										6,912	26,603	-74.02%
County	Extra Recy (ZAR)	314	318	318										950	3,702	-74.34%
34	96GW (YAR)	4,765	4,780	4,823										14,368	55,078	-73.91%
	1 Extra 64GW (ZAY)	1,651	1,640	1,634										4,925	19,650	-74.94%
	1 Extra 96GW (YA2)	791	802	805										2,398	8,988	-73.32%
	2 Extra 64GW (YA3)	72	73	72										217	869	-75.03%
	2 Extra 96GW (YA4)	70	68	67										205	749	-72.63%
	96 gal recycle upgrade (REC)	2,976	2,990	3,023										8,989	34,735	-74.12%
Total Extra Recycling		916	925	920	-	-	-	-	-	-	-	-	-	2,761	10,824	-74.49%
Total Extra Greenwaste		5,913	5,927	5,921	-	-	-	-	-	-	-	-	-	17,761	68,949	-74.24%
Total 96 gal Recycle Upgrade		11,222	11,288	11,366	-	-	-	-	-	-	-	-	-	33,876	130,901	-74.12%
Total 96 gal Yard Waste Upgrade		17,268	17,329	17,427	-	-	-	-	-	-	-	-	-	52,024	200,810	-74.09%
		35,319	35,469	35,634	-	-	-	-	-	-	-	-	-	106,422	411,484	
		35,319	35,469	35,634	-	-	-	-	-	-	-	-	-	106,422	411,484	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

	Pounds Collected														
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Prior Year	Variance
Collection Locations															
County															
Alamo Fire Station	78.20	116.80	38.20										233.20	714.60	-67.37%
Danville															
Danville Police Department	88.00	141.60	79.40										309.00	829.80	-62.76%
Lafayette															
Lafayette Fire Station	126.20	142.80	110.80										379.80	1,446.20	-73.74%
Moraga															
Moraga Fire Station	73.60	76.60	96.60										246.80	939.40	-73.73%
Orinda															
Orinda Police Department	29.00	37.00	33.60										99.60	451.40	-77.94%
Walnut Creek															
WC City Hall	135.40	128.00	147.20										410.60	1,680.40	-75.57%
WC Fire Station	115.60	145.60	89.40										350.60	1,505.00	-76.70%
Rossmoor	96.40	54.20	87.20										237.80	1,044.60	-77.24%
Total LBs	742.40	842.60	682.40	-	-	-	-	-	-	-	-	-	2,267.40	8,611.40	-73.67%
	Invoiced Amount														
	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	YTD	Prior Year	Variance
Collection Locations															
County															
Alamo Fire Station	$ 431.34	$ 665.90	$ 443.36										$ 1,540.60	$ 5,577.03	-72.38%
Danville															
Danville Police Department	$ 863.18	$ 1,110.56	$ 888.25										$ 2,861.99	$ 11,634.75	-75.40%
Lafayette															
Lafayette Fire Station	$ 862.24	$ 1,109.09	$ 887.21										$ 2,858.54	$ 11,154.29	-74.37%
Moraga															
Moraga Fire Station	$ 216.17	$ 222.52	$ 222.81										$ 661.50	$ 2,796.98	-76.35%
Orinda															
Orinda Police Department	$ 215.52	$ 221.94	$ 221.89										$ 659.35	$ 2,789.89	-76.37%
Walnut Creek															
WC City Hall	$ 862.38	$ 1,108.87	$ 887.75										$ 2,859.00	$ 10,944.63	-73.88%
WC Fire Station	$ 862.09	$ 1,109.13	$ 886.91										$ 2,858.13	$ 11,155.70	-74.38%
Rossmoor	$ 861.80	$ 1,107.79	$ 886.88										$ 2,856.47	$ 11,148.43	-74.38%
Total Amount	$ 5,174.72	$ 6,655.80	$ 5,325.06	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,155.58	67,201.70	-74.47%

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Holiday Tree Tons

Period	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Total Tons
2016	64.00	65.00	33.00	20.00	27.00	66.00	275.00
2017	11.00	83.13	40.00	25.00	33.00	69.00	261.13
2018	19.26	94.90	32.86	30.13	17.37	96.04	290.56
2019	4.47	94.57	56.34	20.66	27.70	64.99	268.73
2020	10.21	118.43	23.72	31.76	32.34	61.46	277.92
2021	9.73	69.02	39.02	21.17	24.24	66.58	229.76
2022	12.46	93.95	37.76	29.47	20.02	59.73	253.39
2023	22.32	84.20	32.75	34.42	36.63	59.38	269.70
2024	0.96	91.45	44.21	26.12	38.89	65.66	267.29
2025	0.27	107.25	42.48	20.51	28.63	59.36	258.50

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Event Name	Date	Jurisdiction	Landfill	Recycle	Organics	Diversion Rate	Notes
Walnut Creek Earth Day Festival	4/19/2025	Walnut Creek	3.6 lbs	1.6 lbs	3.2 lbs	57%	
Compost Giveaway #1	4/26/2025	Walnut Creek / Danville / County					Total 80 cubic yards of compost distributed to residents
Compost Giveaway #2	5/3/2025	Lafayette / Orinda / Moraga					Total 80 cubic yards of compost distributed to residents

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

CCCSWA Commercial Food Waste	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Total
Working Days	***21.00***	***22.00***	***22.00***	***21.00***	***23.00***	***21.00***	***22.00***	***23.00***	***20.00***	***23.00***	***22.00***	***20.00***	***282.00***
Inbound Food Waste tons at CCTS	383.00	390.28	422.60										1,195.88
Tons sent to EBMUD*	144.47	167.50	137.46										449.43
Tons sent to Compost (A)	27.24	4.91	13.34										45.49
Tons sent to Landfill due to COVID-19 EBMUD Shutdown													-
	171.71	172.41	150.80	-	-	-	-	-	-	-	-	-	494.92
	44.8%	44.2%	35.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	41.4%

Note(A): Issues requiring loads be sent to Compost.

EBMUD Issues:

Closed for Repairs to Grinder / Not accepting Any Material. Sent to Composting instead.
Restricted Tons due to daily limit, partial material sent. Tons over daily limit sent to Composting.

Other

CCTS Issues:

Food waste load dumped in compost due to permit restriction on time of day(CCTRS permit #07-AA-0027, Condition Y)
Contaminated Loads, partial material processed. Unable to track portion sent to Compost (Area A).
Grinder down for repairs, material relocated to Area A (Compost)
Mega Thor Repairs
Other

CCCSWA Compost	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Total
Working Days	***21.00***	***22.00***	***22.00***	***21.00***	***23.00***	***21.00***	***22.00***	***23.00***	***20.00***	***23.00***	***22.00***	***20.00***	***260.00***
	5,024.12	5,799.65	5,323.82										16,147.59
Average Tons Per Day	239.24	263.62	241.99	-	-	-	-	-	-	-	-	-	62.11
Sent to West County for Composting													-
Sent to Forward Landfill for Composting	3,762.02	4,423.86	5,294.47										13,480.35
Sent to Newby Island for Composting													-
Total Tons sent for Composting	3,762.02	4,423.86	5,294.47	-	-	-	-	-	-	-	-	-	13,480.35
Average Tons Per Day	179.14	201.08	240.66	-	-	-	-	-	-	-	-	-	51.85
% Transferred West County	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
% Transferred Forward	74.9%	76.3%	99.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	83.5%
% Transferred Newby Island	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total % Transferred	74.9%	76.3%	99.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	83.5%

Note: All Tons not sent to Food Waste Digester are sent to composting unless load is too contaminated and is noted above.
* Only the tonnage collected from the RecycleSmart service area is included in this number.

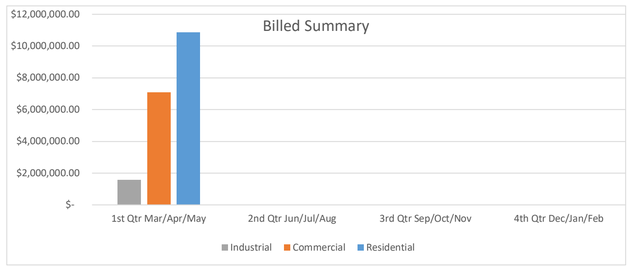
Docusign Envelope ID: 5E837961-5810-4EEC-ACDC-A863718282E36

CCCSWA Deployed Yards Calculation
Rate Year 11, March 2025 to February 2026

	March	April	May	June	July	August	September	October	November	December	January	February
Total												
City Free Food Waste	**16.64**	**16.64**	**16.64**	-	-	-	-	-	-	-	-	-
City Free Recycling	**494.78**	**494.78**	**494.78**	-	-	-	-	-	-	-	-	-
City Free Trash	**2,355.60**	**2,331.55**	**2,331.55**	-	-	-	-	-	-	-	-	-
City Free Yard Waste	**577.89**	**577.89**	**577.89**	-	-	-	-	-	-	-	-	-
Commercial Food Waste	**5,508.58**	**5,480.15**	**5,516.90**	-	-	-	-	-	-	-	-	-
Commercial Recycling	**43,500.08**	**43,684.51**	**43,895.97**	-	-	-	-	-	-	-	-	-
Commercial Trash	**30,026.58**	**30,051.84**	**30,106.05**	-	-	-	-	-	-	-	-	-
Commercial Yard Waste	**2,538.90**	**2,956.50**	**2,955.12**	-	-	-	-	-	-	-	-	-
Government Trash	**13.00**	**13.00**	**13.00**	-	-	-	-	-	-	-	-	-
Government Recycling	**38.83**	**38.83**	**38.83**	-	-	-	-	-	-	-	-	-
Free Service	**17.33**	**17.33**	**17.33**	-	-	-	-	-	-	-	-	-
Industrial Recycling	**1,672.67**	**1,672.67**	**1,672.67**	-	-	-	-	-	-	-	-	-
Industrial Trash	**4,173.00**	**4,259.67**	**4,693.00**	-	-	-	-	-	-	-	-	-
Industrial Organics	**409.80**	**409.80**	**409.80**	-	-	-	-	-	-	-	-	-
Multi Family Organics	**1,984.19**	**1,979.34**	**1,983.45**	-	-	-	-	-	-	-	-	-
Multi Family Recycling	**19,510.83**	**19,549.14**	**19,552.13**	-	-	-	-	-	-	-	-	-
Multi Family Trash	**18,014.32**	**18,038.06**	**18,038.06**	-	-	-	-	-	-	-	-	-
Residential Recycling	**99,155.72**	**99,168.77**	**99,139.91**	-	-	-	-	-	-	-	-	-
Residential Trash	**60,531.12**	**60,526.40**	**60,461.40**	-	-	-	-	-	-	-	-	-
Residential Yard Waste	**111,274.54**	**111,335.99**	**111,331.65**	-	-	-	-	-	-	-	-	-
Schools Food Waste	**442.52**	**442.52**	**415.83**	-	-	-	-	-	-	-	-	-
Schools Recycling	**1,711.49**	**1,711.49**	**1,616.33**	-	-	-	-	-	-	-	-	-
Schools Trash	**893.40**	**893.40**	**858.74**	-	-	-	-	-	-	-	-	-
Schools Yard Waste	-	-	-	-	-	-	-	-	-	-	-	-
Schools Organics	**538.03**	**538.03**	**510.99**	-	-	-	-	-	-	-	-	-
Total	**405,399.84**	**406,188.29**	**406,648.02**	-	-	-	-	-	-	-	-	-
Danville												
City Free Food Waste	5.55	5.55	5.55									
City Free Recycling	105.56	105.56	105.56									
City Free Trash	668.42	644.37	644.37									
City Free Yard Waste	390.00	390.00	390.00									
Commercial Food Waste	827.32	828.71	828.71									
Commercial Recycling	7,268.00	7,414.64	7,469.24									
Commercial Trash	4,742.53	4,772.00	4,748.08									
Commercial Yard Waste	499.33	891.41	889.33									
Industrial Recycling	238.33	238.33	238.33									
Industrial Trash	130.00	130.00	130.00									
Industrial Organics	9.71	9.71	9.71									
Multi Family Organics	57.59	58.98	58.98									
Multi Family Recycling	627.47	644.80	644.80									
Multi Family Trash	617.24	634.57	634.57									
Residential Recycling	22,796.76	22,800.96	22,780.90									
Residential Trash	14,427.66	14,408.16	14,389.14									
Residential Yard Waste	24,447.06	24,441.13	24,444.03									
Schools Recycling	-	-	-									
Schools Trash												
Schools Organics	129.65	129.65	129.65									
Danville Total	**77,988.17**	**78,548.51**	**78,540.93**	-	-	-	-	-	-	-	-	-
Lafayette												
City Free Food Waste												
City Free Recycling	95.38	95.38	95.38									
City Free Trash	167.27	167.27	167.27									
City Free Yard Waste												
Commercial Food Waste	637.91	637.91	645.19									
Commercial Recycling	4,514.60	4,523.09	4,521.01									
Commercial Trash	2,798.08	2,815.41	2,809.00									
Commercial Yard Waste	346.02	350.87	346.71									
Free Service	17.33	17.33	17.33									
Industrial Recycling												
Industrial Trash	173.33	173.33	173.33									
Industrial Organics	52.00	52.00	52.00									
Multi Family Organics	305.76	305.76	305.76									
Multi Family Recycling	1,379.73	1,379.73	1,379.73									
Multi Family Trash	1,076.88	1,072.54	1,072.54									
Residential Recycling	12,150.15	12,147.46	12,146.12									
Residential Trash	7,125.99	7,120.06	7,103.63									
Residential Yard Waste	14,279.33	14,282.19	14,270.45									
Schools Food Waste	72.11	72.11	72.11									
Schools Recycling	377.00	377.00	377.00									
Schools Trash	217.40	217.40	217.40									
Schools Organics	81.12	81.12	81.12									
Lafayette Total	**45,867.38**	**45,887.96**	**45,853.08**	-	-	-	-	-	-	-	-	-
Moraga												
City Free Food Waste	-	-	-									
City Free Recycling	34.67	34.67	34.67									
City Free Trash	189.45	189.45	189.45									
City Free Yard Waste	89.44	89.44	89.44									
Commercial Food Waste	247.17	247.17	247.17									
Commercial Recycling	2,346.11	2,346.11	2,348.19									
Commercial Trash	1,270.92	1,288.26	1,283.92									
Commercial Yard Waste	122.72	122.72	122.72									
Industrial Recycling												
Industrial Trash	65.00	65.00	65.00									
Industrial Organics	2.08	2.08	2.08									
Multi Family Organics	201.76	201.76	201.76									
Multi Family Recycling	952.47	952.47	952.47									
Multi Family Trash	842.70	842.70	842.70									
Residential Recycling	7,034.60	7,036.77	7,033.35									
Residential Trash	3,894.84	3,899.87	3,891.59									
Residential Yard Waste	7,390.89	7,399.82	7,398.99									
Schools Food Waste	67.60	67.60	67.60									
Schools Recycling	346.67	346.67	346.67									
Schools Trash	160.33	160.33	160.33									
Schools Organics	62.40	62.40	62.40									
Moraga Total	**25,321.83**	**25,355.29**	**25,340.51**	-	-	-	-	-	-	-	-	-
Orinda												
City Free Food Waste	8.32	8.32	8.32									
City Free Recycling	67.64	67.64	67.64									
City Free Trash	193.57	193.57	193.57									
Commercial Food Waste	150.80	150.80	150.80									
Commercial Recycling	1,985.62	1,984.23	1,997.23									
Commercial Trash	1,288.00	1,282.93	1,291.59									
Commercial Yard Waste	147.72	147.72	149.11									
Industrial Recycling	4.33	4.33	4.33									
Industrial Trash	43.33	43.33	43.33									
Multi Family Organics	15.95	15.95	15.95									
Multi Family Recycling	140.05	140.05	140.05									
Multi Family Trash	138.67	138.67	138.67									
Residential Recycling	10,231.13	10,226.36	10,232.47									
Residential Trash	5,563.83	5,563.13	5,560.10									
Residential Yard Waste	11,774.92	11,773.54	11,796.98									
Schools Food Waste	141.44	141.44	141.44									
Schools Recycling	355.33	355.33	355.33									
Schools Trash	190.67	190.67	190.67									
Schools Organics	58.24	58.24	58.24									
Orinda Total	**32,499.57**	**32,486.26**	**32,535.84**	-	-	-	-	-	-	-	-	-
Pleasanton												
Commercial Food Waste												
Commercial Recycling	43.33	43.33	43.33									
Commercial Trash	42.99	42.99	42.99									
Commercial Yard Waste	11.79	11.79	11.79									
Residential Recycling	151.84	151.84	153.92									
Residential Trash	130.39	130.39	131.78									
Residential Yard Waste	193.48	195.56	197.64									
Pleasanton Total	**573.82**	**575.90**	**581.45**	-	-	-	-	-	-	-	-	-
Tassajara												
Commercial Recycling	65.87	65.87	65.87									
Commercial Trash	47.49	47.49	47.49									
Residential Recycling	93.69	92.30	89.53									
Residential Trash	67.51	66.13	63.35									
Residential Yard Waste	92.21	90.83	88.05									
Tassajara Total	**366.77**	**362.61**	**354.29**	-	-	-	-	-	-	-	-	-
Walnut Creek												
City Free Food Waste	2.77	2.77	2.77									
City Free Recycling	191.53	191.53	191.53									
City Free Trash	1,136.89	1,136.89	1,136.89									
City Free Yard Waste	98.45	98.45	98.45									
Commercial Food Waste	2,954.12	2,937.31	2,953.77									
Commercial Recycling	22,737.39	22,768.07	22,798.58									
Commercial Trash	16,820.18	16,776.33	16,788.59									
Commercial Yard Waste	944.02	960.53	963.30									
Government Recycling	4.16	4.16	4.16									
Free Service	-	-	-	-	-	-	-	-	-	-	-	-
Industrial Organics	254.45	254.45	254.45									
Industrial Recycling	1,430.00	1,430.00	1,430.00									
Industrial Trash	3,674.67	3,761.33	4,194.67									
Multi Family Organics	1,218.71	1,212.47	1,216.58									
Multi Family Recycling	13,748.89	13,769.86	13,770.77									
Multi Family Trash	13,123.41	13,134.16	13,129.83									
Residential Recycling	22,984.09	22,969.70	22,958.04									
Residential Trash	13,910.09	13,908.18	13,897.30									
Residential Yard Waste	24,256.57	24,280.19	24,264.41									
Schools Food Waste	125.32	125.32	107.29									
Schools Organics	138.67	138.67	119.95									
Schools Recycling	541.67	541.67	472.33									
Schools Trash	281.67	281.67	255.67									
Walnut Creek Total	**140,577.71**	**140,683.70**	**141,009.35**	-	-	-	-	-	-	-	-	-
County												
Commercial Food Waste	691.25	678.25	691.25									
Commercial Recycling	4,539.17	4,539.17	4,652.53									
Commercial Trash	3,016.39	3,026.44	3,094.39									
Commercial Yard Waste	467.31	471.47	472.16									
Government Recycling	34.67	34.67	34.67									
Government Trash	13.00	13.00	13.00									
Industrial Organics	91.56	91.56	91.56									
Industrial Recycling	-	-	-									
Industrial Trash	86.67	86.67	86.67									
Multi Family Organics	184.43	184.43	184.43									
Multi Family Recycling	2,662.23	2,662.23	2,664.31									
Multi Family Trash	2,215.42	2,215.42	2,219.75									
Residential Recycling	23,713.47	23,743.37	23,745.58									
Residential Trash	15,410.81	15,430.48	15,424.50									
Residential Yard Waste	28,840.07	28,872.74	28,871.09									
Schools Food Waste	36.05	36.05	27.39									
Schools Organics	67.95	67.95	59.63									
Schools Recycling	90.83	90.83	65.00									
Schools Trash	43.33	43.33	34.67									
County Total	**82,204.59**	**82,288.05**	**82,432.57**	-	-	-	-	-	-	-	-	-
	405,399.84	**406,188.29**	**406,648.02**	-	-	-	-	-	-	-	-	-
Check	405,399.84	406,188.29	406,648.02	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Quarterly Billed Revenue	1st Qtr Mar/Apr/May	2nd Qtr Jun/Jul/Aug	3rd Qtr Sep/Oct/Nov	4th Qtr Dec/Jan/Feb	YTD	Prior Year	Variance
Industrial							
County	$ 148,915.62	$ -	$ -	$ -	$ 148,915.62	$ 557,674.68	-73.30%
Danville	99,469.52	-	-	-	99,469.52	421,484.20	-76.40%
Lafayette	57,785.46	-	-	-	57,785.46	254,919.78	-77.33%
Moraga	25,539.59	-	-	-	25,539.59	136,457.90	-81.28%
Orinda	1,156,882.88	-	-	-	1,156,882.88	2,775,819.03	-58.32%
Walnut Creek	80,657.50	-	-	-	80,657.50	1,143,790.54	-92.95%
Total	$ 1,569,250.57	$ -	$ -	$ -	$ 1,569,250.57	$ 3,907,276.88	-59.84%
Commercial							
County	$ 943,253.41	$ -	$ -	$ -	$ 943,253.41	$ 3,454,411.53	-72.69%
Danville	885,186.09	-	-	-	885,186.09	3,224,421.03	-72.55%
Lafayette	446,443.00	-	-	-	446,443.00	1,621,689.00	-72.47%
Moraga	402,827.62	-	-	-	402,827.62	1,543,458.81	-73.90%
Orinda	3,477,946.24	-	-	-	3,477,946.24	12,706,988.72	-72.63%
Walnut Creek	931,811.50	-	-	-	931,811.50	3,443,734.64	-72.94%
Total	$ 7,087,467.86	$ -	$ -	$ -	$ 7,087,467.86	$ 17,355,428.54	-59.16%
Residential - Detail below							
County	$ 2,503,858.86	$ -	$ -	$ -	$ 2,503,858.86	$ 9,047,656.05	-72.33%
Danville	1,534,062.96	-	-	-	1,534,062.96	5,715,845.15	-73.16%
Lafayette	855,749.64	-	-	-	855,749.64	3,198,585.96	-73.25%
Moraga	1,641,043.20	-	-	-	1,641,043.20	6,112,959.66	-73.15%
Orinda	1,967,595.43	-	-	-	1,967,595.43	7,067,185.45	-72.16%
Walnut Creek	2,635,816.83	-	-	-	2,635,816.83	9,740,825.08	-72.94%
Total	$ 11,138,126.92	$ -	$ -	$ -	$ 11,138,126.92	$ 26,166,265.00	-57.43%
Residential Billed							
County	$ 2,461,030.25	$ -	$ -	$ -	$ 2,461,030.25	$ 8,889,509.46	-72.32%
Danville	1,496,309.67	-	-	-	1,496,309.67	5,572,394.02	-73.15%
Lafayette	847,180.74	-	-	-	847,180.74	3,166,012.10	-73.24%
Moraga	1,612,654.06	-	-	-	1,612,654.06	6,005,747.91	-73.15%
Orinda	1,937,879.77	-	-	-	1,937,879.77	6,956,630.69	-72.14%
Walnut Creek	2,511,983.11	-	-	-	2,511,983.11	9,320,088.76	-73.05%
Total	$ 10,867,037.60	$ -	$ -	$ -	$ 10,867,037.60	$ 25,762,567.05	-57.82%
Residential Prop Service							
County	$ 2,317.68	$ -	$ -	$ -	$ 2,317.68	$ 6,993.84	-66.86%
Danville	4,955.04	-	-	-	4,955.04	19,204.08	-74.20%
Lafayette	1,092.24	-	-	-	1,092.24	4,404.96	-75.20%
Moraga	4,062.60	-	-	-	4,062.60	16,228.80	-74.97%
Orinda	2,943.72	-	-	-	2,943.72	10,329.76	-71.50%
Walnut Creek	3,876.12	-	-	-	3,876.12	14,283.92	-72.86%
Total	$ 19,247.40	$ -	$ -	$ -	$ 19,247.40	$ 52,479.00	-63.32%
Residential Extra Recycling							
County	$ 4,002.56	$ -	$ -	$ -	$ 4,002.56	$ 15,744.00	-74.58%
Danville	-	-	-	-	-	-	#DIV/0!
Lafayette	1,068.48	-	-	-	1,068.48	4,034.40	-73.52%
Moraga	2,560.96	-	-	-	2,560.96	9,585.80	-73.28%
Orinda	3,595.52	-	-	-	3,595.52	13,644.80	-73.65%
Walnut Creek	8,183.20	-	-	-	8,183.20	28,454.00	-71.24%
Total	$ 19,410.72	$ -	$ -	$ -	$ 19,410.72	$ 30,349.00	-36.04%
Residential Extra Green waste							
County	$ 37,810.37	$ -	$ -	$ -	$ 37,810.37	$ 140,693.25	-73.13%
Danville	34,125.75	-	-	-	34,125.75	129,632.05	-73.67%
Lafayette	7,015.68	-	-	-	7,015.68	26,587.00	-73.61%
Moraga	22,686.58	-	-	-	22,686.58	85,198.15	-73.37%
Orinda	25,135.42	-	-	-	25,135.42	94,476.20	-73.39%
Walnut Creek	113,520.40	-	-	-	113,520.40	385,244.90	-70.53%
Total	$ 240,294.20	$ -	$ -	$ -	$ 240,294.20	$ 352,284.45	-31.79%
Residential Compost discount							
County	$ (1,302.00)	$ -	$ -	$ -	$ (1,302.00)	$ (5,284.50)	-75.36%
Danville	(1,327.50)	-	-	-	(1,327.50)	(5,385.00)	-75.35%
Lafayette	(607.50)	-	-	-	(607.50)	(2,452.50)	-75.23%
Moraga	(921.00)	-	-	-	(921.00)	(3,801.00)	-75.77%
Orinda	(1,959.00)	-	-	-	(1,959.00)	(7,896.00)	-75.19%
Walnut Creek	(1,746.00)	-	-	-	(1,746.00)	(7,246.50)	-75.91%
Total	$ (7,863.00)	$ -	$ -	$ -	$ (7,863.00)	$ (31,414.50)	-74.97%



	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Industrial	1,569,250.57	-	-	-
commercial	7,087,467.86	-	-	-
residentail	11,138,126.92	-	-	-

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Billed	10,867,037.60	-	-	-
Prop Service	19,247.40	-	-	-
Extra Recycling	19,410.72	-	-	-
Extra Green Waste	240,294.20	-	-	-
Compost Discount	(7,863.00)	-	-	-



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

RY11 2025 - 2026	Mar	Apr	May	1st Qtr Mar/Apr/May	Jun	Jul	Aug	2nd Qtr Jun/Jul/Aug	Sep	Oct	Nov	3rd Qtr Sep/Oct/Nov	Dec	Jan	Feb	4th Qtr Dec/Jan/Feb	YTD
Industrial																	
Danville	$ 45,109.59	$ 54,774.67	$ 49,031.36	$ 148,915.62				$ -				$ -				$ -	$ 148,915.62
Lafayette	29,132.24	33,203.43	37,133.85	99,469.52				-				-				-	99,469.52
Moraga	20,126.21	15,097.30	22,561.95	57,785.46				-				-				-	57,785.46
Orinda	8,883.11	9,140.72	7,515.76	25,539.59				-				-				-	25,539.59
Walnut Creek	330,423.37	408,115.35	418,344.16	1,156,882.88				-				-				-	1,156,882.88
County	23,133.89	26,269.69	31,253.92	80,657.50				-				-				-	80,657.50
Total	$ 456,808.41	$ 546,601.16	$ 565,841.00	$ 1,569,250.57	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,569,250.57
Commercial																	
Danville	$ 314,732.51	$ 310,946.65	$ 317,574.25	$ 943,253.41				$ -				$ -				$ -	$ 943,253.41
Lafayette	288,512.57	299,427.49	297,246.03	885,186.09				-				-				-	885,186.09
Moraga	146,113.49	149,533.32	150,796.19	446,443.00				-				-				-	446,443.00
Orinda	134,014.48	134,662.20	134,150.94	402,827.62				-				-				-	402,827.62
Walnut Creek	1,165,011.85	1,149,136.22	1,163,798.17	3,477,946.24				-				-				-	3,477,946.24
County	307,772.87	308,797.34	315,241.29	931,811.50				-				-				-	931,811.50
Total	$ 2,356,157.77	$ 2,352,503.22	$ 2,378,806.87	$ 7,087,467.86	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,087,467.86
Residential (ties to Billed)																	
County	$ 884,615.45	$ 860,437.73	$ 890,763.65	$ 2,635,816.83	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,635,816.83
Danville	790,851.33	883,384.22	829,623.31	2,503,858.86	-	-	-	-	-	-	-	-	-	-	-	-	2,503,858.86
Lafayette	515,028.03	500,005.62	519,029.31	1,534,062.96	-	-	-	-	-	-	-	-	-	-	-	-	1,534,062.96
Moraga	288,211.93	277,311.71	290,226.00	855,749.64	-	-	-	-	-	-	-	-	-	-	-	-	855,749.64
Orinda	552,417.62	532,623.44	556,002.14	1,641,043.20	-	-	-	-	-	-	-	-	-	-	-	-	1,641,043.20
Walnut Creek	620,115.64	696,016.07	651,463.72	1,967,595.43	-	-	-	-	-	-	-	-	-	-	-	-	1,967,595.43
Total	$ 3,651,240.00	$ 3,749,778.79	$ 3,737,108.13	$ 11,138,126.92	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,138,126.92
Residential Base Service																	
Danville	$ 776,622.79	$ 869,045.23	$ 815,362.23	$ 2,461,030.25				$ -				$ -				$ -	$ 2,461,030.25
Lafayette	502,458.35	487,422.62	506,428.70	1,496,309.67				-				-				-	1,496,309.67
Moraga	285,384.73	274,441.46	287,354.55	847,180.74				-				-				-	847,180.74
Orinda	542,943.07	523,203.86	546,507.13	1,612,654.06				-				-				-	1,612,654.06
Walnut Creek	610,348.38	686,030.27	641,501.12	1,937,879.77				-				-				-	1,937,879.77
County	843,948.79	819,264.96	848,769.36	2,511,983.11				-				-				-	2,511,983.11
Total	$ 3,561,706.11	$ 3,659,408.40	$ 3,645,923.09	$ 10,867,037.60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,867,037.60
Residential Prop Service																	
Danville	$ 745.92	$ 772.56	$ 799.20	$ 2,317.68				$ -				$ -				$ -	$ 2,317.68
Lafayette	1,638.36	1,651.68	1,665.00	4,955.04				-				-				-	4,955.04
Moraga	346.32	359.64	386.28	1,092.24				-				-				-	1,092.24
Orinda	1,371.96	1,345.32	1,345.32	4,062.60				-				-				-	4,062.60
Walnut Creek	959.04	999.00	985.68	2,943.72				-				-				-	2,943.72
County	1,252.08	1,278.72	1,345.32	3,876.12				-				-				-	3,876.12
Total	$ 6,313.68	$ 6,406.92	$ 6,526.80	$ 19,247.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,247.40
Residential Extra Recycling																	
Danville	$ 1,339.84	$ 1,348.32	$ 1,314.40	$ 4,002.56				$ -				$ -				$ -	$ 4,002.56
Lafayette	-	-	-	-				-				-				-	-
Moraga	356.16	364.64	347.68	1,068.48				-				-				-	1,068.48
Orinda	848.00	848.00	864.96	2,560.96				-				-				-	2,560.96
Walnut Creek	1,204.16	1,204.16	1,187.20	3,595.52				-				-				-	3,595.52
County	2,713.60	2,713.60	2,756.00	8,183.20				-				-				-	8,183.20
Total	$ 6,461.76	$ 6,478.72	$ 6,470.24	$ 19,410.72	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,410.72
Residential Extra Green waste																	
Danville	$ 12,579.28	$ 12,651.61	$ 12,579.48	$ 37,810.37				$ -				$ -				$ -	$ 37,810.37
Lafayette	11,373.82	11,373.82	11,378.11	34,125.75				-				-				-	34,125.75
Moraga	2,327.22	2,348.47	2,339.99	7,015.68				-				-				-	7,015.68
Orinda	7,563.59	7,533.76	7,589.23	22,686.58				-				-				-	22,686.58
Walnut Creek	8,256.56	8,435.14	8,443.72	25,135.42				-				-				-	25,135.42
County	37,282.98	37,762.45	38,474.97	113,520.40				-				-				-	113,520.40
Total	$ 79,383.45	$ 80,105.25	$ 80,805.50	$ 240,294.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 240,294.20
Residential Compost discount																	
Danville	$ (436.50)	$ (433.50)	$ (432.00)	$ (1,302.00)				$ -				$ -				$ -	$ (1,302.00)
Lafayette	(442.50)	(442.50)	(442.50)	(1,327.50)				-				-				-	(1,327.50)
Moraga	(202.50)	(202.50)	(202.50)	(607.50)				-				-				-	(607.50)
Orinda	(309.00)	(307.50)	(304.50)	(921.00)				-				-				-	(921.00)
Walnut Creek	(652.50)	(652.50)	(654.00)	(1,959.00)				-				-				-	(1,959.00)
County	(582.00)	(582.00)	(582.00)	(1,746.00)				-				-				-	(1,746.00)
Total	$ (2,625.00)	$ (2,620.50)	$ (2,617.50)	$ (7,863.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (7,863.00)

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Industrial	1,569,250.57	-	-	-
Commercial	7,087,467.86	-	-	-
Residential	11,138,126.92	-	-	-

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Billed	10,867,037.60	-	-	-
Prop Service	19,247.40	-	-	-
Extra Recycling	19,410.72	-	-	-
Extra Green Waste	240,294.20	-	-	-
Compost Discount (In Absolute Dollars)	(7,863.00)	-	-	-

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

RecycleSmart Commercial Accounts Closed For Non Payment May 2025

Billing Name	Billing Address	Billing City	Billing State	Billing Zip	Site Name	Site Address	Site City	Site State	Site Zip	Contract #
SIERRA VILLA	182 SIERRA DR	WALNUT CRI	CA	94596	SIERRA VILLA	182 SIERRA DR	WALNUT CR	CA	94596	9210144

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

RecycleSmart Residential Accounts Closed For Non Payment May 2025

Billing Name	Billing Address	Billing City	Billing State	Billing Zip	Site Name	Site Address	Site City	Site State	Site Zip	Contract #

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

RecycleSmart Missed Container Credits May 2025

Credit Amount	Date Credit Issued	Acct #	Site #	Site Name	Address	Area Code	Phone #

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Date	Generator	Account # Address	Jurisdiction	Activity Type	Generator Type	Notes	Total CY

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Generator	Account #	City	Jurisdiction	Requested?	Stream	Change	New CY	Old CY	New Services	Old Services	Generator Type

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Date	Generator	Jurisdiction	Deskside - Green	Deskside - Blue	28-Quart - Green	28-Quart - Blue	41-Quart - Green	41-Quart - Blue	Slim Jims - Green	Slim Jims - Blue	Brutes - Green	Brutes - Blue	Food Scrap Pails	Tote Bags	Lids / Other	Generator Type

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Name	Account #	Street Address	City	Jurisdiction	Generator Type	Recycling Status	Total CY

Non-Compliant: 2

Compliant, but not directly through Republic:

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Name	Account #	Street Address	City	Jurisdiction	Generator Type	Units	Organics Status	AB 1826	AB 1826: Reason	Total CY	Services
Non-Compliant:											
Exempt:											

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

WEBSITE STATISTICS

Mar-25	Unique Visitors	# Hits	Notes
ContraCostaRecycles.com	3121	7989	Cleanup Day Schedule
ContraCostaComposts.com	53	60	
RepublicServices.com/RecycleSmartCA	842	943	
Apr-25	**Unique Visitors**	**# Hits**	**Notes**
ContraCostaRecycles.com	2673	6245	Cleanup Day Schedule
ContraCostaComposts.com	78	82	
RepublicServices.com/RecycleSmartCA	830	947	
May-25	**Unique Visitors**	**# Hits**	**Notes**
ContraCostaRecycles.com	947	1524	Cleanup Day Schedule
ContraCostaComposts.com	119	134	
RepublicServices.com/RecycleSmartCA	566	657	
Jun-25	**Unique Visitors**	**# Hits**	**Notes**
ContraCostaRecycles.com			Cleanup Day Schedule
ContraCostaComposts.com			
RepublicServices.com/RecycleSmartCA			
Jul-25	**Unique Visitors**	**# Hits**	**Notes**
ContraCostaRecycles.com			Cleanup Day Schedule
ContraCostaComposts.com			
RepublicServices.com/RecycleSmartCA			
Aug-25	**Unique Visitors**	**# Hits**	**Notes**
ContraCostaRecycles.com			Cleanup Day Schedule
ContraCostaComposts.com			
RepublicServices.com/RecycleSmartCA			
Sep-25	**Unique Visitors**	**# Hits**	**Notes**
ContraCostaRecycles.com			Cleanup Day Schedule
ContraCostaComposts.com			
RepublicServices.com/RecycleSmartCA			
Oct-25	**Unique Visitors**	**# Hits**	**Notes**
ContraCostaRecycles.com			Cleanup Day Schedule
ContraCostaComposts.com			
RepublicServices.com/RecycleSmartCA			
Nov-25	**Unique Visitors**	**# Hits**	**Notes**
ContraCostaRecycles.com			Cleanup Day Schedule
ContraCostaComposts.com			
RepublicServices.com/RecycleSmartCA			
Dec-25	**Unique Visitors**	**# Hits**	**Notes**
ContraCostaRecycles.com			Cleanup Day Schedule
ContraCostaComposts.com			
RepublicServices.com/RecycleSmartCA			
Jan-26	**Unique Visitors**	**# Hits**	**Notes**

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ContraCostaRecycles.com			Cleanup Day Schedule
ContraCostaComposts.com			
RepublicServices.com/RecycleSmartCA			
Feb-26	**Unique Visitors**	**# Hits**	**Notes**
ContraCostaRecycles.com			Cleanup Day Schedule
ContraCostaComposts.com			
RepublicServices.com/RecycleSmartCA			

NEW "RY11 Complete"

	Comm Accounts	Comm Tenants	Multifamily Accounts	Total New Completed
Mar-25	97	123	0	220
Apr-25	58	158	1	217
May-25	72	66	31	169
Jun-25				0
Jul-25				0
Aug-25				0
Sep-25				0
Oct-25				0
Nov-25				0
Dec-25				0
Jan-26				0
Feb-26				0

BACKYARD COMPOST CERTIFICATIONS

	New Certifications
Mar-25	0
Apr-25	1
May-25	1
Jun-25	
Jul-25	
Aug-25	
Sep-25	
Oct-25	
Nov-25	
Dec-25	
Jan-26	
Feb-26	

FOOD RECYCLING PARTICIPANTS

Mar-25	772
Apr-25	775
May-25	777
Jun-25	
Jul-25	
Aug-25	
Sep-25	
Oct-25	
Nov-25	
Dec-25	
Jan-26	
Feb-26	

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

MAILERS & OUTREACH	
Mar-25	N/A
Apr-25	N/A
May-25	Ascot Dr/Ct Cleanup
Jun-25	
Jul-25	
Aug-25	
Sep-25	
Oct-25	
Nov-25	
Dec-25	
Jan-26	
Feb-26	

AVERAGE AVAILABLE DRIVERS & TRUCKS		
	Drivers	**Trucks**
Mar-25	172	151
Apr-25	192	151
May-25	169	142
Jun-25		
Jul-25		
Aug-25		
Sep-25		
Oct-25		
Nov-25		
Dec-25		
Jan-26		
Feb-26		

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT E:
RATE ADJUSTMENT METHODOLOGY

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT E
RATE ADJUSTMENT METHODOLOGY

1. Definitions

Certain terms that are specific to this Exhibit (including Exhibits E-1 and E-2) are defined below:

A. "**Annual Percentage Change**" means the annual percentage change in any of the indices defined below, calculated as described in the following paragraph.

The Annual Percentage Change for a cost index shall be calculated as the Average Index Value for the most recently available twelve- (12) month period of the then-current Rate Year minus the Average Index Value for the corresponding twelve- (12) month period of the most-recently completed Rate Year and the result of which shall be divided by the Average Index Value for the same twelve- (12) month period of the most recently completed Rate Year.

For example, if the Contractor is calculating the Total Calculated Costs in September 2027 to be effective for Rate Year Two (July 2028 through June 2029), the Annual Percentage Change for the CPI-U would be calculated as follows:

[(Average CPI-U for August 2026 through July 2027) minus (Average CPI-U for August 2025 through July 2026)] divided by (Average CPI-U for August 2025 through July 2026)

The calculated Annual Percentage Change shall be carried to three (3) places to the right of the decimal and rounded to the nearest thousandth.

B. "**Authority Reimbursements"** means any moneys paid to the Authority pursuant to Article 9.

C. "**Average Index Value**" means the sum of the monthly index values during the most recently available twelve- (12) month period divided by twelve (12) (in the case of indices published monthly) or the sum of the bi-monthly index values divided by six (6) (in the case of indices published bi-monthly).

D. "**CPI-U**" means the Consumer Price Index, All Urban Consumers, all items, not seasonally adjusted San Francisco-Oakland-Hayward Metropolitan Area compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.

E. "**ECI**" means the Employment Cost Index, Total Compensation, Private Industry, Service-Providing Industries, seasonally adjusted, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.

F. "**Fuel Index**" means the per-therm price for Core Natural Gas Service for Compression on Customer's Premises, Schedule G-NGV1, compiled and published by the Pacific Gas and Electric Company Analysis and Rate Department and reported monthly in its "*Gas RateFinder*" publication (http://www.pge.com/tariffs/GRF.SHTML). The January 2018 Fuel Index is $0.70874 per therm, which reflects the sum of the Customer charge, procurement charge, Transportation charge, and public purpose program (PPP) charge for natural gas service for compression on Customer's Premises as reported by Pacific Gas and Electric Company.

G. **"Gross Rate Revenues"** means total Customer Billings by the Contractor for the provision of services pursuant to this Agreement, without any deductions.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

H. **"Maximum Rate Adjustment Factor"** means the annual percentage adjustment of the Maximum Rates, as determined under Exhibit E-1, Section 6 or Exhibit E-2, Section 7, whichever applies for a particular Rate Year.

I. "**Motor Vehicle Maintenance and Repair Index**" or **"MVI"** means the Consumer Price Index, All Urban Consumers, Motor Vehicle Maintenance and Repair, not seasonally adjusted U.S. city average, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.

J. **"Projected Gross Rate Revenues"** means projected Gross Rate Revenues calculated by multiplying the most-recent Customer subscription levels by then-current Maximum Rates.

K. "**Total Calculated Costs Before Authority Reimbursements**" means the sum of the Total Annual Cost of Operations, Profit, Costs Excluded from the Calculation of Profit, and Other Adjustments for the coming Rate Year.

L. "**Total Revenue Requirement**" means the total amount to be used as a basis for determining the Maximum Rate Adjustment Factor, which is the sum of the Total Calculated Costs Before Authority Reimbursements and Authority Reimbursements. The Total Revenue Requirement does not reflect or in any way guarantee the Gross Receipts that are to be generated by Maximum Rates or retained by the Contractor. Note that for determining Rates for Rate Year Two, the annual proposed costs for Rate Year One shall be used for the calculations.

Table 1 provides additional information about the four (4) indices defined above.

TABLE 1*

	CPI-U	Fuel Index	Motor Vehicle Maintenance and Repair	ECI
Description	Consumer Price Index - All Urban Consumers	Core Natural Gas for Compression at Customer's Premises for Motor Vehicles	Consumer Price Index – All Urban Consumers, Motor Vehicle Maintenance and Repair	Employment Cost Index - Total Compensation for Private Industry Workers in Service-Providing Industries.
Series ID	CUURS49BSA0	G-NGV1	CUUR0000SETD	CIS201S000000000I
Adjusted	Not seasonally adjusted	N/A	Not seasonally adjusted	Seasonally adjusted
Area	San Francisco-Oakland-Hayward	N/A	U.S. City average	N/A
Item	All items	N/A	Motor vehicle maintenance and repair	Total Compensation
Base Period	1982-84=100	N/A	1982-84=100	Dec 2005 = 100
Periodicity	Bi-monthly	Monthly	Monthly	Quarterly

* All indices published by the U.S. Bureau of Labor Statistics with the exception of the Fuel Index, which is published by Pacific Gas and Electric Company Analysis and Rate Department.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2. Cost of Rate Adjustment Process

The Authority may incur costs, including consulting and legal fees, when determining adjustments to the Maximum Rates in accordance with this Exhibit and may require the Contractor to pay for such costs within sixty (60) Days after receipt of the Authority's invoice for such costs. The Contractor may recover such costs through the Maximum Rates in the event of a Maximum Rate adjustment resulting from a regular index-based or cost-based adjustment methodology by treating the costs as an allowable cost of business, not subject to profit mark-up the Contractor may not recover such costs through the Maximum Rates in the event of a Special Rate Adjustment request received under Section 10.4. Regardless of the Contractor's payment of costs associated with said review, the Authority shall retain full and unimpeded discretion in selection of its agents to ensure, at a minimum, that no conflict of interest arises in the review of the Contractor's request. The Authority retains the right to select its agents based on their qualifications and experience and without regard to cost.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT E-1:
INDEX-BASED RATE ADJUSTMENT METHODOLOGY

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT E-1
INDEX-BASED RATE ADJUSTMENT METHODOLOGY

1. General

The purpose of this Exhibit is to describe and illustrate the method by which the Authority will calculate the annual adjustment to Total Calculated Costs before Authority Reimbursements to reflect changes in various cost indices. The index-based adjustment involves application of indices to various costs that comprise the Total Calculated Costs Before Authority Reimbursements for Rate Year One (and to Total Calculated Costs Before Authority Reimbursements for future Rate Years) to determine the Total Calculated Costs Before Authority Reimbursements for the coming Rate Year. In addition, other elements of the Maximum Rates, including, but not limited to, Authority Reimbursements, shall be adjusted by the Authority to reflect those values for the coming Rate Year. A Rate Adjustment Factor is applied to the current Maximum Rates to determine the Maximum Rates for the coming Rate Year.

The annual increase in Total Calculated Costs Before Authority Reimbursements, calculated pursuant to this Exhibit E-1, including any "roll-under" or "roll-over" of Total Calculated Costs Before Authority Reimbursements from the prior Rate Year, may not exceed seven percent (7%). In the event that the Total Calculated Costs Before Authority Reimbursements increases by more than seven percent (7%) Total Calculated Costs Before Authority Reimbursements for the then-current Rate Year, the calculated dollar amount exceeding seven percent (7%) shall be reflected as an "Other Adjustment" in the next scheduled Rate adjustment ("roll-over"). The Authority shall not be required to compensate Contractor for any cumulative "roll-over" amounts remaining at the end of the Agreement Term including any extensions in accordance with Section 4.1.

In the event the annual change in Total Calculated Costs Before Authority Reimbursements, calculated pursuant to this Exhibit E-1, is negative, the Authority reserves the right to "roll-under" the reduction to the Total Calculated Costs Before Authority Reimbursements, but the calculated reduction to the Total Calculated Costs Before Authority Reimbursements shall then be deferred to the following Rate Year as a credit against future Maximum Rate increases.

2. Adjustment of Total Calculated Costs Before Authority Reimbursements

The cost categories of the main components of Total Calculated Costs Before Authority Reimbursements are presented in detail in Exhibit G-2. Adjustments to these components to calculate costs for the coming Rate Year shall be calculated as follows:

A. **Total Annual Cost of Operations**

1. **Labor-Related Costs.** The Labor-Related Costs component of Total Calculated Costs Before Authority Reimbursements shall be adjusted as follows:

a. Labor-related costs subject to a Collective Bargaining Agreement (CBA). For the purposes of this Agreement, labor-related costs, including other labor-related costs, subject to a collective bargaining agreement shall include three (3) cost categories: (1) wage costs including costs for regular, overtime, holiday, vacation, and sick wages; (2) health and welfare costs; and, (3) pension/retirement benefit costs. These costs are shown under separate line items on Forms 6A, 6B, and 6C in the Contractor's cost Proposal in Exhibit G-2

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

for Rate Year One. To determine the costs for the coming Rate Year (in dollars per Rate Year), each labor cost for the then-current Rate Year shall be adjusted in accordance with the procedures described in the then-current collective bargaining agreement, pro-rated by month, and weighted based on the number of personnel. For example, if a category of Drivers receive a higher wage increase than other Drivers, the percentage increase shall be weighted based on the number of Drivers in proportion to the total number of Drivers. In the event that prospective wage increases are unknown due to unpublished indices or negotiations to the CBA, the Authority and the Contractor shall mutually agree on an estimated increase that will be reconciled in the next Rate Year's adjustment methodology.

b. Worker's compensation. Worker's compensation insurance premium costs for the coming Rate Year shall be workers' compensation insurance premium costs for the then-current Rate Year multiplied by one (1) plus the Annual Percentage Change in the CPI-U.

c. Payroll taxes. Payroll taxes for the coming Rate Year shall be calculated as the payroll tax rate (percentage) multiplied by the labor-related costs for the coming Rate Year (determined in accordance with Subsection 2.A.1.a above).

d. Other labor-related costs (not subject to CBA). Other labor-related costs (not subject to CBA) for the coming Rate Year shall be other labor-related costs for the then-current Rate Year multiplied by one (1) plus the Annual Percentage Change in the ECI.

2. **Vehicle-Related Costs (excluding Fuel)**. The Vehicle-Related Costs component of Total Annual Cost of Operations for the then-current Rate Year is multiplied by one (1) plus the Annual Percentage Change in the MVI. This amount may be modified to reflect the purchase of a zero-emission vehicle, subject to the requirements of Article 8.

3. **Fuel Costs**. The Fuel Cost component of Total Annual Cost of Operation for the then-current Rate Year is multiplied by one (1) plus the Annual Percentage Change in the Fuel Index. This amount may be modified to reflect the purchase of a zero-emission vehicle, subject to the requirements of Article 8.

4. **Other Costs**. The Other Costs component of the Total Annual Cost of Operations for the then-current Rate Year is multiplied by one (1) plus the Annual Percentage Change in the CPI-U.

5. **Direct Depreciation**. Direct Depreciation is Five Million Five Hundred Seventy-Four Thousand Six Hundred Seventy-Three Dollars ($5,574,673) per year for Rate Years One through Ten and is not annually adjusted. This adjusted depreciation amount shall remain fixed for Rate Years Two through Ten. This amount may be modified to reflect the purchase of a zero-emission vehicle, subject to the requirements of Article 8.

6. **Allocated Costs (Labor, Vehicle, Fuel, and Other Costs)**.

a. Allocated labor costs: The allocated labor costs component of the then-current Rate Year subject to a collective bargaining agreement shall include three (3) cost categories: (1) wage costs including costs for regular, overtime, holiday,

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

vacation, and sick wages; (2) health and welfare costs; and (3) pension/retirement benefit costs. These costs are shown under separate line items on Form 6E in the Contractor's cost Proposal in Exhibit G-2 for Rate Year One. To determine the costs for the coming Rate Year (in dollars per Rate Year), each labor cost for the then-current Rate Year shall be adjusted in accordance with the procedures described in the then-current collective bargaining agreement, or the Annual Percentage Change in the CPI-U if not subject to a collective bargaining agreement, pro-rated by month, and weighted based on the number of personnel. For example, mechanics may be subject to a higher increase than the Annual Percentage Change in the CPI-U based on the collective bargaining agreement. The percentage increase applied to Allocated Labor shall be weighted based on the number of mechanics in proportion to the total number of allocated personnel. In the event that prospective wage increases are unknown due to unpublished indices or negotiations to the CBA, the Authority and the Contractor shall mutually agree on an estimated increase that will be reconciled in the next Rate Year's adjustment methodology.

b. Allocated worker's compensation. Allocated worker's compensation insurance premium costs for the coming Rate Year shall be allocated workers' compensation insurance premium costs for the then-current Rate Year multiplied by one (1) plus the Annual Percentage Change in the CPI-U.

c. Allocated payroll taxes. Allocated payroll taxes for the coming Rate Year shall be calculated as the payroll tax rate (percentage) multiplied by the allocated labor-related costs for the coming Rate Year (determined in accordance with Subsection 2.A.6.a above).

d. Allocated other labor-related costs. Other labor-related costs for the coming Rate Year shall be other labor-related costs for the then-current Rate Year multiplied by one (1) plus the Annual Percentage Change in the ECI.

e. Remaining allocated costs. Remaining allocated costs (Vehicle, Fuel, and Other Costs) component for the then-current Rate Year are multiplied by one (1) plus the Annual Percentage Change in the CPI-U.

7. **Allocated Depreciation and Start-Up Costs**. The Allocated Depreciation and Start-Up Costs is Four Hundred Eighteen Thousand Three Hundred Twelve Dollars ($418,312) per year for Rate Year One through Ten, and are not annually adjusted.

8. **Total Annual Cost of Operations**. The Total Annual Cost of Operations for the coming Rate Year equals the sum of the costs calculated in Subsections 1 through 7 above.

B. **Profit.** Profit for the coming Rate Year shall be calculated by dividing the Total Annual Cost of Operations for the coming Rate Year (the value calculated in Subsection 2.A.8 above) by an operating ratio of eighty-seven percent (87%) and subtracting from the result the Total Annual Cost of Operations for the coming year.

$$\text{Profit} = \frac{\text{Total Annual Cost of Operations for Coming Rate Year}}{\text{Operating Ratio}} - \text{Total Annual Cost of Operations for Coming Rate Year}$$

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

C. **Costs Excluded from the Calculation of Profit**

1. **Interest Expense**. The Interest Expense amount is One Million Five Hundred Fourteen Thousand Seven Hundred Thirty-Four Dollars ($1,514,734) in Rate Year One through Ten, is not annually adjusted. This amount may be modified to reflect the purchase of a zero-emission vehicle, subject to the requirements of Article 8.

2. **Direct Lease Costs**. The Direct Lease Costs amount is Zero Dollars ($0) in Rate Year Two and may be adjusted by actual increases in pre-approved third party lease costs demonstrated to the reasonable satisfaction of the Executive Director.

3. **Allocated Lease Costs**. The Allocated Lease Costs amount is Zero Dollars ($0) for Rate Year Two Rate Year Two and may be adjusted by actual increases in pre-approved third party lease costs demonstrated to the reasonable satisfaction of the Executive Director.

4. **Bad Debt Adjustment.** A portion of actual bad debt that is attributable to the Authority Reimbursements component of the Total Revenue Requirement may be included in the Total Calculated Costs Before Authority Reimbursements. Subject to the calculation and limitations below, the amount may be included as a one-time adjustment for Rate Years in which the conditions described herein are applicable. Beginning in Rate Year Three, the most recently completed Rate Year's actual expenditures for bad debt shall be compared to the bad debt included in the most recently completed Rate Year's Total Revenue Requirement (Exhibit G-2, Form 6E). The amount of actual bad debt expenditures above the bad debt included in the most recently completed Rate Year's Total Revenue Requirement (Incremental Bad Debt) shall be allocated to the Contractor or the Authority based on their respective percentages of the Total Revenue Requirement for that same Rate Year. The Authority's portion of the Incremental Bad Debt shall be included in the upcoming Rate Year's Application and the Total Calculated Costs Before Authority Reimbursements. This adjustment shall be limited to two percent (2%) of the most-recently completed Rate Year's Total Revenue Requirement and two percent (2%) of the Authority's portion of the Incremental Bad Debt. The Contractor shall not be eligible for the Bad Debt Adjustment outside of the annual adjustment process or after the Term of the Agreement. Examples of this calculation are included in the table below for illustrative purposes only and are intended to demonstrate the limitations of this adjustment process.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

	Example Bad Debt Reconciliations	Bad Debt	Components of Total Revenue Requirement: Total Calculated Costs Before Authority Reimbursements	Components of Total Revenue Requirement: Authority Reimbursements	Total Revenue Requirement	Annual Rate Impact
Example A *Actual Bad Debt Less Than Amount in Total Revenue Requirement*	RY 1 Approved Costs	$301,113	$59,438,038	$38,000,000	$97,438,038	
	Percentage Allocation Between Parties		61.00%	39.00%		
	RY 1 Actual Bad Debt	$300,000				
	Additional Bad Debt in RY 3 Other Adjustments	N/A	*Less Than Amount Included in Total Revenue Requirement*			
Example B *Actual Bad Debt More Than Amount in Total Revenue Requirement and Less than 2% Total Revenue*	RY 2 Approved Costs	$310,146	$61,815,560	$38,950,000	$100,765,560	3.42%
	Percentage Allocation Between Parties		61.35%	38.65%		
	RY 2 Actual Bad Debt	$550,000				
	RY 2 Actual Less RY 2 Index	$239,854	$147,141(1)	$92,713(2)		
	Additional Bad Debt in RY 4 Other Adjustments			**$92,713**		
Example C *Actual Bad Debt More Than 2% Total Revenue Requirement and/or Capped at 2% of Authority's Portion*	RY 3 Approved Costs	$319,450	$64,411,813	$39,923,750	$104,335,563	3.54%
	Percentage Allocation Between Parties		61.74%	38.26%		
	RY 3 Bad Debt Cap *(2% of Total Revenue Requirement)*					
	RY 3 Actual Bad Debt	$2,200,000				
	RY 3 Actual Less RY 3 Index	$1,880,550	$1,160,962	$719,588		
	RY 3 Bad Debt Limit:					
	(2% Total Revenue Requirement - RY 3 Index Bad Debt)	$1,767,261	$1,091,023(1)	676238(2)		
	Additional Bad Debt in RY 5 Other Adjustments			**$676,238**		

(1) Subject to E-2 only
(2) Subject to E-1 only

5. **Total Costs Excluded from the Calculation of Profit.** Total Costs Excluded from the Calculation of Profit for the coming Rate Year are the sum of the amounts in Subsections 1 through 4 above.

D. **Other Adjustments.** From time to time during the Term of the Agreement, it may be necessary to make other adjustments to the calculation of the Total Calculated Costs Before Authority Reimbursements. For example, if there is a "roll-under" or "roll-over" of Total Calculated Costs Before Authority Reimbursements from the prior Rate Year, if the Contractor obtains grant funds or subsidies from a third-party governmental agency, or if the Authority has costs associated with the review of the Rate Application, then the annual amount of funds the Contractor received or is forecasted to receive shall be reflected as an adjustment. In the case of a grant or subsidy, the adjustment would be a reduction to the Total Calculated Costs Before Authority Reimbursements since Contractor has secured funds from other sources to cover a portion of the costs.

E. **Total Calculated Costs Before Authority Reimbursements.** The Total Calculated Costs Before Authority Reimbursements for the coming Rate Year shall equal the sum of the Total Annual Cost of Operations, Profit, Total Costs Excluded from the Calculation of Profit, and Other Adjustments (if applicable), for the coming Rate Year.

3. Member Agency Allocation

Unless otherwise directed by the Board, the Total Calculated Costs Before Authority Reimbursement shall be allocated to the respective Member Agency based on each Member Agency's proportionate share of Total Calculated Costs Before Authority Reimbursements determined in the most-recently completed cost-based adjustment. For example, if in the Rate Year Three cost-based adjustment the Town of Danville represented twenty percent (20%) of the Total Calculated Costs Before Reimbursements for the Service Area; the Total Calculated Costs Before Authority Reimbursements for the Town of Danville in Rate Year Five shall equal the Total Calculated Costs Before Authority Reimbursements for Rate Year Five multiplied by twenty percent (20%). Member Agency's proportionate share of Total Calculated Costs Before Authority Reimbursements to be used in the determination of Rate Year Two Maximum Rates shall be the same

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

percentages shown in the Contractor's proposed costs in Exhibit G-2 on Form 8C unless otherwise directed by the Board.

If a Special Rate Review is approved in accordance with Section 10.5 of this Agreement, the dollar impact of the request shall be adjusted according to either Exhibit E-1 or Exhibit E-2, based on the Rate Year, and shall be calculated separately from the Total Calculated Costs Before Authority Reimbursements. If the Special Rate Review is related to a specific program or event that not all Member Agencies participate in, the inflated dollar impact shall be allocated to the Member Agencies based on each participating Member Agency's share of costs. If the Special Rate Review is applicable to all Member Agencies, it shall be allocated using the Member Agency Allocation determined in the most-recently completed cost-based adjustment.

4. Authority Reimbursements

The forecasted amount of Authority Reimbursements shall be provided to the Contractor by the Executive Director no less than five (5) Business Days prior to the Rate Application submittal date. In the event that the Executive Director is unable to provide final Authority Reimbursement data in time for the Contractor's submittal, the Contractor shall submit the Rate Application with the prior year Authority Reimbursements amount included and those amounts shall be subject to modification by the Executive Director during the review and approval process. The Contractor shall remit the Authority Reimbursements in accordance with Section 9.4 of the Agreement.

5. Total Revenue Requirement

The Total Revenue Requirement for the coming Rate Year shall be calculated separately for each Member Agency and shall equal the sum of the Member Agency's allocated share of Total Calculated Costs Before Authority Reimbursements and each Member Agency's portion of Authority Reimbursements for the coming Rate Year.

6. Maximum Rate Adjustment Factor

The Maximum Rate Adjustment Factor for each Member Agency shall equal its Total Revenue Requirement for the coming Rate Year divided by its Total Revenue Requirement for the then-current Rate Year, which shall be rounded to the nearest thousandth. Each Member Agency shall have a distinct Maximum Rate Adjustment Factor to establish their new Maximum Rates for the coming Rate Year.

7. Adjustment of Maximum Rates

Each then-current regular monthly Maximum Rate and ancillary Maximum Rate shall be multiplied by the Member Agencies' Maximum Rate Adjustment Factor to calculate the effective Maximum Rate for the coming Rate Year. The adjustment to each Maximum Rate shall be rounded to the nearest cent.

8. Examples

The following examples illustrates the index-based adjustment method for determining the Maximum Rate Adjustment Factors for Rate Year Three. The dollar amounts shown are hypothetical amounts for Rate Year Three. Example A depicts a standard index-based adjustment, wherein the calculated Total Calculated

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Costs Before Authority Reimbursements increased greater than zero percent (0%) over the prior Rate Year. Example B depicts an index-based adjustment wherein the calculated Total Calculated Costs Before Authority Reimbursements resulted in a decrease from the prior Rate Year. All values presented in these examples, including Member Agency Allocations, are hypothetical and are used for illustrative purposes only.

A. Example A

1. Assumptions for Example Adjustment to Maximum Rates:

Most-Recently Completed Rate Year = Rate Year One (March 1, 2026 through June 30, 2027)

Then-current Rate Year = Rate Year Two (July 1, 2027 through June 30, 2028)

Coming Rate Year = Rate Year Three (July 1, 2028 through June 30, 2029)

Weighted Change in Labor-Related Costs Subject to CBA (Wages) = 0.030

Weighted Change in Labor-Related Costs Subject to CBA (H&W) = 0.035

Weighted Change in Labor-Related Costs Subject to CBA (Pension) = 0.025

Route Personnel Headcount (include fraction of employee)	**Total**	**Wages Increase**	**Wages Increase Weighted**	**H&W Increase**	**H&W Increase Weighted**	**Pension Increase**	**Pension Increase Weighted**
Garbage, Organics, and RO Drivers	59.1	2.80%	1.51%	3.20%	1.72%	2.50%	1.34%
Garbage, Organics, and RO Drivers - Pool	26.8	2.80%	0.68%	3.20%	0.78%	2.50%	0.61%
Recycling Drivers	16.5	4.00%	0.60%	4.60%	0.69%	2.50%	0.38%
Recycling Drivers - Pool	7.5	3.10%	0.21%	4.50%	0.31%	2.50%	0.17%
Subtotal Route Personnel	**110.0**	**N/A**	**3.00%**	**N/A**	**3.50%**	**N/A**	**2.50%**

Weighted Change in Allocated Labor-Related Costs Subject to CBA and CPI-U (Wages) = 0.041

Weighted Change in Allocated Labor-Related Costs Subject to CBA and CPI-U (H&W) = 0.041

Weighted Change in Allocated Labor-Related Costs Subject to CBA and CPI-U (Pension) = 0.042

Allocated Personnel Headcount (include fraction of employee)	**Total**	**Wages Increase**	**Wages Increase Weighted**	**H&W Increase**	**H&W Increase Weighted**	**Pension Increase**	**Pension Increase Weighted**
Allocated Personnel (Not Subject to CBA)	36.0	4.00%	2.72%	4.00%	2.72%	4.00%	2.72%
Mechanics (Subject to CBA)	17.0	4.33%	1.39%	4.15%	1.33%	4.50%	1.44%
Subtotal Route Personnel	**53.0**	**N/A**	**4.11%**	**N/A**	**4.05%**	**N/A**	**4.16%**

Annual Percentage Change in the ECI = 0.018

Annual Percentage Change in the CPI-U = 0.040

Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index = 0.031

Annual Percentage Change in the Fuel Index = 0.075

Authority Reimbursements for Rate Year Two = $40,000,000

Authority Reimbursements for Rate Year Three = $42,000,000

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT E-1
INDEX-BASED RATE ADJUSTMENT METHODOLOGY

Figure E-1A: Example Calculation of Total Revenue Requirement for Rate Year Three

	Rate Year Two	Adjustment Index	Adjustment Factor	Rate Year Three
Annual Cost of Operations				
Labor-Related Costs				
Labor-Related Costs subject to CBA (Wages)	$ 12,873,976	CBA Weighting	1+0.030	$ 13,260,195
Labor-Related Costs subject to CBA (H&W)	$ 5,014,528	CBA Weighting	1+0.035	$ 5,190,036
Labor-Related Costs subject to CBA (Pension)	$ 1,458,986	CBA Weighting	1+0.025	$ 1,495,461
Workers Compensation	$ 1,250,436	CPI-U	1+0.040	$ 1,300,453
Payroll Taxes	$ 1,284,443	CALC	Actual %	$ 1,322,976
Other Labor-Related	$ 4,057,441	ECI	1+0.018	$ 4,130,475
Vehicle-related Costs (excluding fuel)	$ 4,825,706	MVI	1+0.031	$ 4,975,303
Fuel Costs	$ 1,450,114	Fuel Index	1+0.075	$ 1,558,873
Other Costs	$ 1,423,564	CPI-U	1+0.040	$ 1,480,507
Direct Depreciation	$ 5,429,987	N.A.	N.A.	$ 5,429,987
Allocated Costs (Labor, Vehicle, Fuel, and Other Costs)				
Allocated Labor (Wages)	$ 4,830,896	CBA Weighting	1+0.041	$ 5,029,226
Allocated Labor (H&W)	$ 525,203	CBA Weighting	1+0.041	$ 546,464
Allocated Labor (Pension)	$ 560,502	CBA Weighting	1+0.042	$ 583,821
Allocated Workers Compensation	$ -	CPI-U	1+0.040	$ -
Allocated Payroll Taxes	$ 335,500	CALC	Actual %	$ 349,274
Allocated Other Labor-Related	$ 300,000	ECI	1+0.018	$ 305,400
Allocated Vehicle, Fuel, and Other Costs	$ 5,197,230	CPI-U	1+0.040	$ 5,405,120
Allocated Costs (Depreciation and Start-Up)	$ 418,312	N.A.	N.A.	$ 418,312
Total Annual Cost of Operations	**$ 51,236,825**			**$ 52,781,884**
Profit (assuming operating ratio of .87)	**$ 7,656,077**			**$ 7,886,948**
Costs Excluded from the Calculation of Profit				
Interest Expense	$ 1,458,463	N.A.	N.A.	$ 1,458,463
Direct Lease Costs	$ -	N.A.	N.A.	$ -
Allocated Lease Costs	$ -	N.A.	N.A.	$ -
Total Costs Excluded form the Calculation of Profit	**$ 1,458,463**			**$ 1,458,463**
Other Adjustments				
Total Calculated Costs before Authority Reimbursements	**$ 60,351,366**			**$ 62,127,295**
Authority Reimbursements	$ 40,000,000	N.A.	N.A.	$ 42,000,000
Total Revenue Requirement	**$ 100,351,366**			**$ 104,127,295**

2. Example Calculation of the Maximum Rate Adjustment Factor for Rate Year Three

Member Agency	Total	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County
Member Agency Allocation	100%	15%	20%	10%	10%	35%	10%
Rate Year Three Total Calculated Costs before Authority Reimbursements	$ 62,127,295	$ 9,319,094	$ 12,425,459	$ 6,212,729	$ 6,212,729	$ 21,744,553	$ 6,212,729
Authority Reimbursements	$ 42,000,000	$ 7,000,000	$ 6,000,000	$ 4,000,000	$ 5,000,000	$ 15,000,000	$ 5,000,000
Rate Year Three Total Revenue Requirement	**$ 104,127,295**	**$ 16,319,094**	**$ 18,425,459**	**$ 10,212,729**	**$ 11,212,729**	**$ 36,744,553**	**$ 11,212,729**
Rate Year Two Total Revenue Requirement	**$ 100,351,366**	**$ 15,563,695**	**$ 17,784,927**	**$ 9,842,463**	**$ 10,842,463**	**$ 35,648,622**	**$ 10,742,463**
Maximum Rate Adjustment Factor	**1.038**	**1.049**	**1.036**	**1.038**	**1.034**	**1.031**	**1.044**

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

B. **Example B**

1. **Assumptions for Example Adjustment to Maximum Rates:**

Most-Recently Completed Rate Year = Rate Year One (March 1, 2026 through June 30, 2027)

Then-current Rate Year = Rate Year Two (July 1, 2027 through June 30, 2028)

Coming Rate Year = Rate Year Three (July 1, 2028 through June 30, 2029)

Weighted Change in Labor-Related Costs Subject to CBA (Wages) = 0.010

Weighted Change in Labor-Related Costs Subject to CBA (H&W) = 0.005

Weighted Change in Labor-Related Costs Subject to CBA (Pension) = 0.015

Route Personnel Headcount (include fraction of employee)	**Total**	**Wages Increase**	**Wages Increase Weighted**	**H&W Increase**	**H&W Increase Weighted**	**Pension Increase**	**Pension Increase Weighted**
Garbage, Organics, and RO Drivers	59.1	1.00%	0.54%	0.46%	0.25%	1.50%	0.81%
Garbage, Organics, and RO Drivers - Pool	26.8	0.75%	0.18%	0.40%	0.10%	1.25%	0.30%
Recycling Drivers	16.5	1.25%	0.19%	0.70%	0.11%	1.80%	0.27%
Recycling Drivers - Pool	7.5	1.25%	0.09%	0.60%	0.04%	1.70%	0.12%
Subtotal Route Personnel	**110.0**	**N/A**	**1.00%**	**N/A**	**0.50%**	**N/A**	**1.50%**

Weighted Change in Allocated Labor-Related Costs Subject to CBA and CPI-U (Wages) = -0.016

Weighted Change in Allocated Labor-Related Costs Subject to CBA and CPI-U (H&W) =- 0.019

Weighted Change in Allocated Labor-Related Costs Subject to CBA and CPI-U (Pension) = -0.016

Allocated Personnel Headcount (include fraction of employee)	**Total**	**Wages Increase**	**Wages Increase Weighted**	**H&W Increase**	**H&W Increase Weighted**	**Pension Increase**	**Pension Increase Weighted**
Allocated Personnel (Not Subject to CBA)	36.0	-3.00%	-2.04%	-3.00%	-2.04%	-3.00%	-2.04%
Mechanics (Subject to CBA)	17.0	1.25%	0.40%	0.50%	0.16%	1.25%	0.40%
Subtotal Route Personnel	**53.0**	**N/A**	**-1.64%**	**N/A**	**-1.88%**	**N/A**	**-1.64%**

Annual Percentage Change in the ECI = -0.005

Annual Percentage Change in the CPI-U = -0.030

Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index = 0.010

Annual Percentage Change in the Fuel Index = -0.115

Authority Reimbursements for Rate Year Two = $40,000,000

Authority Reimbursements for Rate Year Three = $40,200,000

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT E-1
INDEX-BASED RATE ADJUSTMENT METHODOLOGY

Figure E-1B: Example Calculation of Total Revenue Requirement for Rate Year Three

	Rate Year Two	Adjustment Index	Adjustment Factor	Rate Year Three
Annual Cost of Operations				
Labor-Related Costs				
Labor-Related Costs subject to CBA (Wages)	$ 12,873,976	CBA	1+0.010	$ 13,002,716
Labor-Related Costs subject to CBA (H&W)	$ 5,014,528	CBA	1+0.005	$ 5,039,601
Labor-Related Costs subject to CBA (Pension)	$ 1,458,986	CBA	1+0.015	$ 1,480,871
Workers Compensation	$ 1,250,436	CPI-U	1+ -0.030	$ 1,212,923
Payroll Taxes	$ 1,284,443	CALC	Actual %	$ 1,297,288
Other Labor-Related	$ 4,057,441	ECI	1-0.005	$ 4,038,882
Vehicle-related Costs (excluding fuel)	$ 4,825,706	MVI	1+0.010	$ 4,975,303
Fuel Costs	$ 1,450,114	Fuel Index	1+ -0.115	$ 1,283,351
Other Costs	$ 1,423,564	CPI-U	1+ -0.030	$ 1,380,857
Direct Depreciation	$ 5,429,987	N.A.	N.A.	$ 5,429,987
Allowed Costs (Labor, Vehicle, Fuel, and Other Costs)				
Allocated Labor (Wages)	$ 4,830,896	CBA Weighting	1-0.016	$ 4,751,824
Allocated Labor (H&W)	$ 525,203	CBA Weighting	1-0.019	$ 515,343
Allocated Labor (Pension)	$ 560,502	CBA Weighting	1-0.016	$ 551,328
Allocated Workers Compensation	$ -	CPI-U	1+ -0.030	$ -
Allocated Payroll Taxes	$ 335,500	CALC	Actual %	$ 330,009
Allocated Other Labor-Related	$ 300,000	ECI	1-0.005	$ 298,628
Allocated Vehicle, Fuel, and Other Costs	$ 5,197,230	CPI-U	1+ -0.030	$ 5,041,314
Allocated Costs (Depreciation and Start-Up)	$ 418,312	N.A.	N.A.	$ 418,312
Total Annual Cost of Operations	**$ 51,236,825**			**$ 51,048,535**
Profit (assuming operating ratio of .87)	**$ 7,656,077**			**$ 7,627,942**
Costs Excluded from the Calculation of Profit				
Interest Expense	$ 1,458,463	N.A.	N.A.	$ 1,458,463
Direct Lease Costs	$ -	N.A.	N.A.	$ -
Allocated Lease Costs	$ -	N.A.	N.A.	$ -
Total Costs Excluded form the Calculation of Profit	**$ 1,458,463**			**$ 1,458,463**
Other Adjustments				
Total Calculated Costs before Authority Reimbursements	**$ 60,351,366**			**$ 60,134,940**
Authority Reimbursements	$ 40,000,000	N.A.	N.A.	$ 40,200,000
Total Revenue Requirement	**$ 100,351,366**			**$ 100,334,940**

2. **Example Calculation of the Maximum Rate Adjustment Factor for Rate Year Three**

Member Agency	Total	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County
Member Agency Allocation	100%	15%	20%	10%	10%	35%	10%
Rate Year Three Total Calculated Costs before Authority Reimbursements	$ 60,134,940	$ 9,020,241	$ 12,026,988	$ 6,013,494	$ 6,013,494	$ 21,047,229	$ 6,013,494
Authority Reimbursements	$ 40,200,000	$ 6,800,000	$ 5,600,000	$ 3,800,000	$ 4,600,000	$ 14,700,000	$ 4,700,000
Rate Year Three Total Revenue Requirement	**$ 100,334,940**	**$ 15,820,241**	**$ 17,626,988**	**$ 9,813,494**	**$ 10,613,494**	**$ 35,747,229**	**$ 10,713,494**
Rate Year Two Total Revenue Requirement	**$ 100,351,366**	**$ 15,563,695**	**$ 17,784,927**	**$ 9,842,463**	**$ 10,842,463**	**$ 35,648,622**	**$ 10,742,463**
Maximum Rate Adjustment Factor	**1.000**	**1.016**	**0.991**	**0.997**	**0.979**	**1.003**	**0.997**

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EXHIBIT E-2:
COST-BASED RATE ADJUSTMENT METHODOLOGY

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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EXHIBIT E-2
COST-BASED RATE ADJUSTMENT METHODOLOGY

1. General

The purpose of this Exhibit is to describe and illustrate the method by which the Authority will calculate the annual adjustment to Maximum Rates to reflect changes in costs. The cost-based adjustment involves review of the Contractor's actual cost of operations and operational statistics (staffing levels, Routes, Route hours, Customers, and their Service Levels, etc.) to determine the Actual Allowable Total Annual Cost of Operations, as determined in Section 2 below, for the most-recently completed Rate Year and to forecast the Total Contractor's Compensation for the coming Rate Year. A Maximum Rate Adjustment Factor is applied to the then-current Maximum Rates to determine the Maximum Rates for the coming Rate Year.

The intent of performing the cost-based adjustment is to examine the actual impact of changes in inflation or deflation, the number of Customers, and the Service Level of Customers.

The annual increase in Total Calculated Costs Before Authority Reimbursements calculated pursuant to this Exhibit E-2, including any "roll-under" or "roll-over" from the Total Calculated Costs Before Authority Reimbursements from the prior Rate Year, may not exceed seven percent (7%). In the event that the Total Calculated Costs Before Authority Reimbursements exceed by more than seven percent (7%) Total Calculated Costs Before Authority Reimbursements for the then-current Rate Year, the calculated dollar amount exceeding seven percent (7%) shall be reflected as an "Other Adjustment" in the next scheduled Rate adjustment ("roll-over"). The Authority shall not be required to compensate Contractor for any cumulative "roll-over" amounts remaining at the end of the Agreement Term including any extensions in accordance with Section 4.1.

In the event the annual change in Total Calculated Costs Before Authority Reimbursements calculated pursuant to this Exhibit E-2 is negative, the Authority reserves the right to "roll-under" the reduction to the Total Calculated Costs Before Authority Reimbursements, but the calculated reduction to the Total Calculated Costs Before Authority Reimbursements shall then be deferred to the following Rate Year as a credit against future Maximum Rate increases.

A. **Contractor's Rate Application.** The Contractor's Rate Application for any Rate Year where Maximum Rates shall be adjusted using the cost-based methodology described in this Exhibit E-2, shall include the information described in this Section 1.A. With the exception of the information identified in Subsections 1 and 2 below, all other items listed may be requested by the Executive Director at any time during the Term of the Agreement and the Contractor shall comply with that request in a timely fashion.

   1. **Financial Statements.** Within one hundred twenty (120) Days after the close of the Contractor's fiscal year (June 30), the Contractor shall deliver to the Authority one (1) hard copy of the Contractor's reviewed (or audited) consolidated financial statements from the preceding fiscal year. Financial statements shall include a supplemental combining schedule showing the Contractor's results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement separate from others included in such financial statements. The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied and fairly reflecting the results of operations and the Contractor's financial condition. Annual financial statements shall be reviewed (or audited), in accordance with Generally Accepted Auditing Standards

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

(GAAS) by a Certified Public Accountant (CPA) licensed (in good standing) to practice public accounting in the State as determined by the State Department of Consumer Affairs Board of Accountancy. The CPA's opinion on the Contractor's annual financial statements shall be unqualified and shall contain the CPA's conclusions regarding the Contractor's accounting policies and procedures, internal controls, and operating policies. The CPA shall perform an evaluation and, if necessary, shall cite recommendations for improvement.

2. **Financial Statement Reconciliation.** The Contractor shall provide a schedule that clearly and accurately ties the amounts shown in the Contractor's Rate Application to the Contractor's financial statements. Such schedule shall include any and all allocation factors and methodologies used to report cost and operating information for services provided to the Authority under this Agreement separately from Contractor obligations related to other public or private entities. Such statement of reconciliation shall include:

    a. General explanation of the various allocation methodologies used for each Rate Application line item.

    b. Specific examples of each type of allocation used showing how an entry is reported in the general ledger and ties to the Rate Application.

    c. Statement indicating whether there have been any changes in allocation methods used since the last Rate Application. If any allocation methods have changed clearly identify those changes.

3. **Operational Information.**

    a. Routes by Line of Business:

        i. Number of Routes per Day.

        ii. Types of vehicles.

        iii. Crew size per Route.

        iv. Number of full time equivalent (FTE) Routes.

        v. Number of lifts and cubic yards scheduled per Route.

        vi. Total Route hours per Line of Business per Member Agency per year.

        vii. Average cost per Route.

    b. Personnel:

        i. Organizational chart.

        ii. Job classifications and number of employees (e.g., administrative, Customer service representatives, drivers, supervisors, educational staff).

        iii. Wages by job classification.

        iv. Number of FTE positions for each job classification.

        v. Number of hours per job classification per year.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

c. Productivity Statistics:

i. Average Number of lifts per Route per Day by Line of Business.

ii. Average number of setouts per Route per Day by Line of Business.

iii. Average Tons per Route per Day by vehicle type (i.e., side-loader, front-loader, roll-off).

iv. Average cubic yards of Collection scheduled per Route.

d. Vehicles:

i. List of Collection vehicles including year purchased and mileage.

ii. Average age of mobile equipment with oldest and newest.

e. Operational Changes:

i. Number of Routes.

ii. Staffing.

iii. Supervision.

iv. Collection services.

4. **Variance Analysis.** Provide the following variance analysis for each Line of Business. For any variances greater than five percent (5%) annually, the Contractor shall provide sufficient rationale to support variance:

a. Variance analysis comparing current Rate Year to each of the prior Rate Years of Agreement.

b. Variance analysis comparing current Rate Year to each of the future projected Rate Years.

5. **Projections.** Provide the following projection data:

a. Provide support for the basis for Projected Gross Rate Revenue and line-item expenses, clearly indicate the supporting calculations and assumptions. Include the current Service Levels and past twelve months of Gross Rate Revenues for on-call services.

b. Provide support for the most recent twelve (12) months of Tonnage data for Rate Year ending June 30. Clearly indicate the supporting calculations and assumptions.

2. Forecasting Total Contractor's Compensation

The Total Contractor's Compensation for the coming Rate Year shall be forecasted in the manner described in this Section.

A. **Forecasting Total Annual Cost of Operations**

1. **Determine Actual Allowable Total Annual Cost of Operations.** The Contractor's financial statements, books, and records shall be reviewed to determine the

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Contractor's "Actual Allowable Total Annual Cost of Operations" for the most-recently completed Rate Year to perform all the services in the manner required by this Agreement for each of the following cost categories:

a. Actual labor-related costs.

b. Actual vehicle-related costs (excluding fuel and depreciation).

c. Actual fuel costs.

d. Actual other costs (as defined on Form 6E of Exhibit G-2).

e. Direct depreciation costs (in the amount specified in Exhibit E-1).

f. Actual allocated costs (labor, vehicle, general and administrative, and other costs).

g. Actual allocated costs (depreciation and start-up) (in the amount stated in Exhibit E-1).

h. Direct Route costs for personnel and vehicles that are not specified in the proposal forms contained in Exhibit G-2 and can be demonstrated to have been incurred as part of the performance of services under this Agreement as the result of growth in the number of Customers and/or the levels and/or types of services provided and/or as the result of increased traffic congestion. These additional costs must be demonstrated through additional Routes, Tonnage, lifts, or Route hours as compared to the proposal forms contained in Exhibit G-2. In the example below, which is intended only to illustrate the concept, demonstrating growth in the Commercial Sector that warrants additional direct Route costs for an additional 2.69 FTE Routes.

	Exhibit G	Cost-Based Adjustment Request
Direct Route Cost per Commercial FTE Route	$356,000	
Lifts per Hour	10.62	10.62
Annual Lifts	198,276	257,759
Number of FTE Routes	8.98	11.67
Annual Lifts per FTE Route	22,087	22,087
Direct Allowable Route Cost per Commercial FTE Route		$389,011
Incremental FTE Routes		2.69
Incremental Allowable Costs		$1,047,637

2. **Non-Allowable Costs.** The following list of non-allowable costs shall be deducted from the Contractor's actual costs when determining the Actual Allowable Total Annual Cost of Operations.

a. Labor, equipment, fuel, and start-up costs for personnel, vehicles, and facilities that are not specified in the proposal forms contained in Exhibit G-2 and/or that cannot be demonstrated to have been incurred as part of the performance of services under this Agreement including, without limitation, as the result of growth in the number of Customers and/or the levels and/or types of services provided, that cannot be demonstrated to the satisfaction of the Executive Director to have been incurred.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

b. Payments to directors and/or Owners of the Contractor, unless the amount paid is reasonable compensation for services actually rendered. Reasonableness shall be determined based on available market pricing for similar services and shall be in the reasonable discretion of the Executive Director.

c. Travel expenses and entertainment (above Ten Thousand Dollars ($10,000) annually in total, as annually adjusted by CPI-U) expenses, unless authorized in advance by the Executive Director.

d. Payments to repair damage to public or private property for which the Contractor is legally liable.

e. Fines or penalties of any nature.

f. Liquidated Damages assessed under this Agreement.

g. Federal or State income taxes.

h. Cash donations or value of in-kind services provided to charitable, political, youth, civic, or other community organizations unless such donation has been previously approved in writing as an allowable expense by the Executive Director.

i. Depreciation or interest expense for Collection vehicles, Containers, other equipment, offices, and other facilities if such items are leased as specified in Exhibit G-2.

j. Attorneys' fees and other expenses incurred by the Contractor in any court proceeding in which the Authority and/or Member Agencies and the Contractor are adverse Parties.

k. Attorneys' fees and other expenses incurred by the Contractor arising from any act or omission in violation of this Agreement.

l. Attorneys' fees and other expenses incurred by the Contractor in any court proceeding in which the Contractor's own negligence, violation of law or regulation, or wrong doing are in issue and occasion, in whole or in part, the attorneys' fees and expenses claimed; and attorneys' fees and expenses incurred by the Contractor in a court proceeding in which the legal theory or statute providing a basis of liability against the Contractor also provides for separate potential liability for the Authority and/or Member Agencies derived from the action of its citizens or Rate payers (such as in a CERCLA lawsuit) unless the Contractor is found not liable in such claims and such claims arise from acts or occurrences within the Term of the Agreement.

m. Payments to Related Party Entities for products or services, in excess of the market value for those products or services, provided that the Authority may use information available to it to verify market pricing for similar products and services.

n. Goodwill.

o. Unreasonable profit-sharing distributions.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

p. Replacement costs for Containers that need to be replaced because the useful life of such Container was less than the Term.

q. Administrative costs greater than the administrative costs presented in the Contractor's Proposal (Exhibit G-2) adjusted annually by one (1) plus the Annual Percentage Change in the CPI-U.

r. Bad debt write-offs in excess of two percent (2%) of Total Revenue Requirement for the respective Rate Year aligning with the submitted financial statements.

s. Costs that are paid directly by the Authority.

t. Costs that are unrelated to services under this Agreement.

u. For the avoidance of doubt, any credits provided to Customers for Missed Containers or late Container delivery.

3. **Forecasted Total Annual Cost of Operations.** Forecasted Total Annual Cost of Operations for the coming Rate Year shall be calculated based on Actual Allowed Total Cost of Operations for the most-recently completed Rate Year determined in accordance with Subsections 2.A.1 and 2.A.2 of Exhibit E-2 above. The forecasts shall be performed in the following manner:

a. **Forecasted labor-related costs** shall be calculated for the coming Rate Year as follows:

1. Labor-related costs subject to a Collective Bargaining Agreement (CBA). For the purposes of this Agreement, labor-related costs, including other labor-related costs, subject to a CBA shall include three (3) cost categories: (1) wage costs including costs for regular, overtime, holiday, vacation, and sick wages; (2) health and welfare costs; and, (3) pension/retirement benefit costs. These costs are shown under separate line items on Forms 6A, 6B, and 6C in the Contractor's total proposed costs in Exhibit G-2 for Rate Year One. To determine the costs for the coming Rate Year, each allowable labor cost for the then-current Rate Year (in dollars per year) shall be adjusted in accordance with the procedures described in the then-current CBA, pro-rated by month, and weighted based on the number of personnel. For example, if a category of Drivers receive a higher wage increase than other Drivers, the percentage increase shall be weighted based on the number of Drivers in proportion to the total number of Drivers. In the event that prospective wage increases are unknown due to unpublished indices or negotiations to the CBA, the Authority and the Contractor shall mutually agree on an estimated increase that will be reconciled in the next Rate Year's adjustment methodology.

2. Worker's compensation. Worker's compensation costs for the coming Rate Year shall be calculated by (i) multiplying the allowable worker's compensation costs for the most-recently completed Rate Year by 1 plus the Annual Percentage Change in the CPI-U, and (ii) multiplying the result of step one (1) by the same percentage change used in step one.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

3. Payroll taxes. Payroll taxes for the coming Rate Year shall be calculated as the payroll tax rate (percentage) multiplied by the labor-related costs for the coming Rate Year (determined in accordance with Subsection 5.A.3.a.1 of Exhibit E-2 above).

4. Other labor-related costs (not subject to CBA). Other labor-related costs (not subject to CBA) for the coming Rate Year shall be calculated by (i) multiplying the allowable other labor-related costs for the most-recently completed Rate Year by 1 plus the Annual Percentage Change in the ECI, and (ii) multiplying the result of step one (1) by the same percentage change used in step one.

5. Total. The total labor-related cost component for the coming Rate Year shall be the sum of the labor-related costs, worker's compensation, payroll taxes, and other labor-related costs determined pursuant to Subsections 3.A.3.a.1 through 3.A.3.a.4 of Exhibit E-2 above.

b. **Forecasted vehicle-related costs** (excluding fuel and depreciation costs) shall be calculated for the coming Rate Year by:

i. multiplying the allowed vehicle-related costs, both direct and allocated, for the most-recently completed Rate Year by one (1) plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index; and,

ii. multiplying the result of step one (1) once more by one (1) plus the Annual Percentage Change in the Motor Vehicle Maintenance and Repair Index.

c. **Forecasted fuel costs** shall be calculated for the coming Rate Year by (i) multiplying the allowed fuel costs, both direct and allocated, for the most-recently completed Rate Year by one (1) plus the Annual Percentage Change in the Fuel Index, and (ii) multiplying the result of step one (1) once more by one (1) plus the Annual Percentage Change in the Fuel Index.

d. **Forecasted other costs** shall be calculated for the coming Rate Year by (i) multiplying the allowed other-related costs, both direct and allocated, for the most-recently completed Rate Year by one (1) plus the Annual Percentage Change in CPI-U, and (ii) multiplying the result of step one (1) once more by one (1) plus the Annual Percentage Change in the CPI-U.

e. **Forecasted direct depreciation expense** shall be the amount specified in Subsection 2.A.5 of Exhibit E-1.

f. **Forecasted allocated labor-related, vehicle-related, general and administrative, and other costs** shall be calculated for the coming Rate Year by:

i. Allocated labor-related costs. The allocated Labor Costs component of the then-current Rate Year subject to a collective bargaining agreement shall include three (3) cost categories: (1) wage costs including costs for regular, overtime, holiday, vacation, and sick wages; (2) health and welfare costs; and (3) pension/retirement benefit costs. To determine

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

the costs for the coming Rate Year (in dollars per Rate Year), each labor cost for the then-current Rate Year shall be adjusted in accordance with the procedures described in the then-current collective bargaining agreement, or the Annual Percentage Change in the CPI-U if not subject to a collective bargaining agreement, pro-rated by month, and weighted based on the number of personnel. For example, mechanics may be subject to a higher increase than the Annual Percentage Change in the CPI-U based on the collective bargaining agreement. The percentage increase applied to Allocated Labor shall be weighted based on the number of mechanics in proportion to the total number of allocated personnel. In the event that prospective wage increases are unknown due to unpublished indices or negotiations to the CBA, the Authority and the Contractor shall mutually agree on an estimated increase that will be reconciled in the next Rate Year's adjustment methodology.

ii. Allocated worker's compensation. Allocated worker's compensation costs for the coming Rate Year shall be calculated by (i) multiplying the allowable worker's compensation costs for the most-recently completed Rate Year by 1 plus the Annual Percentage Change in the CPI-U, and (ii) multiplying the result of step one (1) by the same percentage change used in step one.

iii. Allocated payroll taxes. Allocated payroll taxes for the coming Rate Year shall be calculated as the payroll tax rate (percentage) multiplied by the allocated labor-related costs for the coming Rate Year (determined in accordance with Subsection 5.A.3.f.i of Exhibit E-2 above).

iv. Allocated other labor-related costs. Allocated other labor-related costs for the coming Rate Year shall be calculated by (i) multiplying the allowable allocated other labor-related costs for the most-recently completed Rate Year by 1 plus the Annual Percentage Change in the ECI, and (ii) multiplying the result of step one (1) by the same percentage change used in step one.

v. Remaining allocated costs. All remaining allocated costs (Vehicle, Fuel, and Other Costs) for the coming Rate Year shall be calculated by (i) multiplying the allowed allocated other costs for most-recently completed Rate Year by one (1) plus the Annual Percentage Change in CPI-U and (ii)multiplying the result of step one (1) once more by one (1) plus the Annual Percentage Change in CPI-U (except in each case as provided in 3.a. above).

g. **Forecasted allocated depreciation and start-up expense** shall be the amount specified in Subsection 2.A.7 of Exhibit E-1.

h. **Forecasted Total Annual Cost of Operations** for the coming Rate Year shall equal the sum of the following costs, which shall have been calculated in accordance with the procedures in this Exhibit E-2:

i. Forecasted labor-related costs.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ii. Forecasted vehicle-related costs (excluding fuel and depreciation costs).

iii. Forecasted fuel costs.

iv. Forecasted other costs.

v. Forecasted direct depreciation expense.

vi. Forecasted allocated labor-related, vehicle-related, general and administrative, and other costs.

vii. Forecasted allocated costs for depreciation and start-up.

B. **Forecasted Profit.** The Contractor shall be entitled to Profit on Forecasted Total Annual Cost of Operations. Profit shall be calculated using an operating ratio as described in Exhibit E-1, Section 2.

C. **Forecasted Costs Excluded from the Calculation of Profit.** Costs Excluded from the Calculation of Profit for the coming Rate Year shall be forecasted in the following manner:

1. **Forecasted Interest Expense** shall be calculated in the manner described in Subsection 2.C.6 of Exhibit E-1.

2. **Forecasted Direct Lease Costs** shall be calculated in the manner described in Subsection 2.C.7 of Exhibit E-1.

3. **Forecasted Allocated Lease Costs** shall be calculated in the manner described in Subsection 2.C.8 of Exhibit E-1.

4. **Total Costs Excluded from Calculation of Profit** shall be the sum of the amounts in Subsections 1 through 3 above.

D. **Other Adjustments.** From time to time during the Term of the Agreement, it may be necessary to make other adjustments to the calculation of the Total Forecasted Costs Before Authority Reimbursements. For example, if there is a "roll-under" or "roll-over" of Total Forecasted Costs Before Authority Reimbursements from the prior Rate Year, if the Contractor obtains grant funds or subsidies from a third-party governmental agency, or if the Authority has costs associated with the review of the Rate Application, then the annual amount of funds the Contractor received or is forecasted to receive shall be reflected as an adjustment. In the case of a grant or subsidy, the adjustment would be a reduction to the Total Forecasted Costs Before Authority Reimbursement since Contractor has secured funds from other sources to cover a portion of the costs.

G. **Total Forecasted Costs Before Authority Reimbursements.** The Total Forecasted Costs Before Authority Reimbursements for the coming Rate Year shall equal the sum of the Forecasted Total Annual Cost of Operations, Forecasted Profit, Total Costs Excluded from the Calculation of Profit, and Other Adjustments (if applicable), for the coming Rate Year.

3. Member Agency Allocation

Unless otherwise directed by the Board, each cost item included in the Total Forecasted Costs Before Authority Reimbursements shall be allocated to the respective Member Agency based on each Member Agency's proportionate share of three (3) actual operating statistics: annual Route hours, annual Tonnage, and the number of accounts. Annual Route hours and Tonnage data for all material types shall be based

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

on data for the most-recently completed 12-month period ending June 30. The number of accounts shall reflect the number of Subscribers as of June 30 of the then-current Rate Year. The table below lists the allocation factor to be used to allocate each of the cost categories. The allocations shall be performed by line of business and shall be performed in a manner consistent with the allocation methodology used in calculating each Member Agency's Total Calculated Costs Before Authority Reimbursements for Rate Year One, unless otherwise directed by the Board. If the Authority and the Contractor are in mutual agreement, they may elect to not update Member Agency Allocation from the previous cost-based Rate adjustment calculation.

Cost Category	**Allocation Factor**
Forecasted Total Annual Cost of Operations	
Labor-Related Costs	Annual Route hours
Vehicle-Related Costs	Annual Route hours
Fuel Costs	Annual Route hours
Other Costs	Annual Route hours
Direct Depreciation	Annual Route hours
Total Allocated Costs - Labor, Vehicle, Fuel, Other	
From General and Administrative (6D)	Accounts
From Vehicle Maintenance (6D)	Annual Route hours
From Container Maintenance (6D)	Annual Route hours
Total Allocated Costs - Depreciation & Start-Up	
From General and Administrative (6D)	Accounts
From Vehicle Maintenance (6D)	Annual Route hours
From Container Maintenance (6D)	Annual Route hours
Forecasted Total Annual Cost of Operations	**Sum of above line items**
Forecasted Profit	Calculated using the proposed operating ratio

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Pass-Through Costs	
Solid Waste Transfer and Disposal Cost	Annual Tons of Solid Waste Collected
Green Materials and Home Food Scraps Transport Costs	Annual Tons of Green Materials and Home Food Scraps Collected
Anaerobic Digestion Facility Costs	Annual Tons of Commercial Food Waste Collected
Interest Expense	Annual Route hours
Direct Lease Costs	Annual Route hours
Total Allocated Costs - Lease	Annual Route hours
Total Pass-Through Costs	**Sum of above line items**
Forecasted Total Calculated Costs Before Authority Reimbursements	**Sum of Total Cost before Profit, Profit, and Pass-Through Costs**

If a Special Rate Review is approved in accordance with Section 10.5 of this Agreement, the dollar impact of the request shall be adjusted according to either Exhibit E-1 or Exhibit E-2, based on the Rate Year, and shall be calculated separately from the Total Forecasted Costs Before Authority Reimbursements. If the Special Rate Review is related to a specific program or event that not all Member Agencies participate in, the inflated dollar impact shall be allocated to the Member Agencies based on each participating Member Agency's share of costs. If the Special Rate Review is applicable to all Member Agencies, it shall be allocated using the Member Agency Allocation determined above.

4. Authority Reimbursements

The forecasted amount of Authority Reimbursements shall be provided to the Contractor by the Executive Director no less than five (5) Business Days prior to the Rate Application submittal date. In the event that the Executive Director is unable to provide final Authority Reimbursement data in time for the Contractor's submittal, the Contractor shall submit the Rate Application with the prior year Authority Reimbursements amount included and those amounts shall be subject to modification by the Executive Director during the review and approval process. The Contractor shall remit the Authority Reimbursements in the manner and timeline noted in Section 9.4.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

5. Total Revenue Requirement

The Total Revenue Requirement for the coming Rate Year shall be calculated separately for each Member Agency and shall equal the sum of the Member Agency's allocated share of Total Forecasted Costs Before Authority Reimbursements and each Member Agency's portion of Authority Reimbursements for the coming Rate Year.

6. Projected Gross Rate Revenue

Projected Gross Rate Revenue shall be calculated by multiplying then-current Maximum Rates by then-current Customer Service Levels, inclusive of all Maximum Rates and special charges authorized. For the purposes of determining Customer Service Levels for on-call services (e.g., Drop Box service provided less than weekly, Bin rentals) and special charges (e.g., Push/Pull Charges, lock/unlock charges), the prior twelve (12) months of Billing activity for such services and special charges shall be used.

7. Maximum Rate Adjustment Factor

A Maximum Rate Adjustment Factor shall be calculated for each Member Agency. The Maximum Rate Adjustment Factor shall be each Member Agency's' Total Revenue Requirement for the coming Rate Year divided by each Member Agency's Projected Gross Rate Revenues, which shall be rounded to the nearest thousandth. Each Member Agency shall have a distinct Maximum Rate Adjustment Factor to establish their new Maximum Rates for the coming Rate Year.

8. Adjustment of Maximum Rates

Each then-current regular monthly Maximum Rate and ancillary Maximum Rate shall be multiplied by the Member Agencies' Maximum Rate Adjustment Factor to calculate the effective Maximum Rate for the coming Rate Year. The adjustment to each Maximum Rate shall be rounded to the nearest cent.

9. Example

The following limited example illustrates the calculation of the Maximum Rate Adjustment Factor for each Member Agency under the cost based adjustment methodology. All values presented in these examples, including Member Agency Allocations, are hypothetical and are used for illustrative purposes only.

Figure E-2: Example Calculation of Maximum Rate Adjustment Factor by Member Agency

	Total	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County
Total Revenue Requirement by MA	$111,550,000	$18,300,000	$22,200,000	$12,150,000	$15,200,000	$35,450,000	$8,250,000
Projected Gross Rate Revenue by MA	$109,900,000	$17,900,000	$21,200,000	$12,400,000	$14,800,000	$35,500,000	$8,100,000
Maximum Rate Adjustment Factor	**1.015**	**1.022**	**1.047**	**0.980**	**1.027**	**0.999**	**1.019**
Example: Current 64-Gal Bundled Rate		$35.30	$36.10	$35.75	$34.80	$38.45	$33.30
Example: Projected 64-Gal Bundle Rate		$36.09	$37.80	$35.03	$35.74	$38.40	$33.92

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT E-3:
INITIAL MAXIMUM RATES AND SUBSCRIPTION/SERVICE LEVELS

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Contractor's Initial Rates and Stipulated Subscriptions/Service Levels for Rate Year 11 (2025 Dollars) **RecycleSmart**

Subscription Levels as of April 14, 2025 (Rate Year 11)

These forms have been prepared in accordance with Section 10.2.B of the Agreement.

The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.

Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Form	Revenue by Customer Sector	Total Revenue
7	Residential Curbside Service	$41,966,863
8	Multi-Family Apartment and Condominium Service	$9,653,520
9	Commercial Service	$15,850,867
10	Debris Box Collection Revenue	$9,129,083
11	Miscellaneous Revenue	$909,620
	Total Rate Revenue	$77,509,953
5	Total Revenue Requirement per Exhibit G	$97,438,038
	Surplus/(Deficit)*	-$19,928,085
		25.71%
	Percentage Increase	25.71%
	Check Figure (s/b 0)	*$* -

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Form 7

Single Family Service Levels

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container	Service	Frequency	Currently Monthly Rates: County (Pleasanton)	County (Tassajara)	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Preliminary Monthly Rates: County (Pleasanton)	County (Tassajara)	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Number of Accounts: County (Pleasanton)	County (Tassajara)	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
Solid Waste Service																												
20-Gallon Cart	Solid Waste	1 pick-up/week		$ 39.61	$ 32.65	$ 37.31	$ 41.88	$ 43.26	$ 58.36	$ 27.09		$ 49.79	$ 41.04	$ 46.90	$ 52.65	$ 54.38	$ 73.36	$ 34.05	0	11	1,284	1,568	968	714	1,015	2,098	$ 3,460,297	$ 4,349,952
32-Gallon Cart	Solid Waste	1 pick-up/week	$ 35.61	$ 49.20	$ 37.02	$ 41.36	$ 47.84	$ 49.96	$ 66.68	$ 31.99	$ 44.77	$ 61.85	$ 46.54	$ 51.99	$ 60.14	$ 62.80	$ 83.82	$ 40.21	26	35	8,221	8,613	4,372	3,055	4,032	9,041	$ 18,996,991	$ 23,881,185
64-Gallon Cart	Solid Waste	1 pick-up/week	$ 67.82	$ 82.59	$ 70.53	$ 70.35	$ 90.28	$ 99.92	$ 125.09	$ 60.42	$ 85.26	$ 103.82	$ 88.66	$ 88.44	$ 113.49	$ 125.61	$ 157.25	$ 75.95	29	20	4,594	4,286	1,755	775	1,190	3,590	$ 14,769,574	$ 18,566,884
96-Gallon Cart	Solid Waste	1 pick-up/week	$ 101.76	$ 129.43	$ 105.81	$ 104.44	$ 135.40	$ 149.84	$ 187.78	$ 90.24	$ 127.92	$ 162.71	$ 133.01	$ 131.29	$ 170.21	$ 188.36	$ 236.06	$ 113.44	17	4	941	553	241	82	150	485	$ 3,317,062	$ 4,169,891
Hard-To-Serve																												
20-Gallon Cart	Solid Waste	1 pick-up/week			$ 49.98	$ 53.41	$ 59.51	$ 43.26	$ 88.62	$ 27.09			$ 62.83	$ 67.14	$ 74.81	$ 54.38	$ 111.40	$ 34.05	0	0	25	6	46	21	24	33	$ 98,841	$ 124,253
32-Gallon Cart	Solid Waste	1 pick-up/week	$ 52.01		$ 54.08	$ 57.23	$ 65.51	$ 49.96	$ 96.25	$ 31.99	$ 65.38		$ 67.98	$ 71.94	$ 82.35	$ 62.80	$ 121.00	$ 40.21	7	0	179	98	318	55	139	136	$ 683,548	$ 859,290
64-Gallon Cart	Solid Waste	1 pick-up/week	$ 83.45		$ 86.79	$ 86.07	$ 107.94	$ 99.92	$ 153.42	$ 60.42	$ 104.91		$ 109.10	$ 108.20	$ 135.69	$ 125.61	$ 192.86	$ 75.95	6	0	103	47	137	21	47	79	$ 508,265	$ 638,941
96-Gallon Cart	Solid Waste	1 pick-up/week	$ 117.33		$ 122.02	$ 120.11	$ 153.13	$ 149.84	$ 216.17	$ 90.24	$ 147.50		$ 153.39	$ 150.99	$ 192.50	$ 188.36	$ 271.75	$ 113.44	6	0	32	10	26	1	0	12	$ 132,286	$ 166,297
Recycling Service			*Included with the Bundled Service Above*																								$ -	$ -
20-Gallon Cart	Recycling	1 pick-up/week									$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	0	0	$ -	$ -
32-Gallon Cart	Recycling	1 pick-up/week									$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	90	68	15,288	15,204	7,831	4,712	6,524	15,375	$ -	$ -
64-Gallon Cart	Recycling	1 pick-up/week									$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	0	0	$ -	$ -
96-Gallon Cart	Recycling	1 pick-up/week									$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	0	0	$ -	$ -
Organics Service			*Included with the Bundled Service Above*																								$ -	$ -
20-Gallon Cart	Organics	1 pick-up/week									$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	0	0	$ -	$ -
32-Gallon Cart	Organics	1 pick-up/week									$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	96	66	15,436	15,218	9,749	4,720	6,644	15,361	$ -	$ -
64-Gallon Cart	Organics	1 pick-up/week									$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	0	0	$ -	$ -
96-Gallon Cart	Organics	1 pick-up/week									$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	0	0	$ -	$ -
Total Residential Annual Rate Revenue																											**$ 41,966,863**	**$ 52,756,692**

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Multi-family Current Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Cart Service																						
Cart Service - Solid Waste	32-gal cart	1	$ 35.12	$ 36.27	$ 50.03	$ 47.30	$ 74.38	$ 41.80	$ 44.15	$ 45.60	$ 62.89	$ 59.46	$ 93.50	$ 52.55	1	52	91	15	0	498	$ 335,997	$ 422,384
		2	$ 70.27	$ 72.49	$ 100.03	$ 94.55	$ 148.73	$ 83.60	$ 88.34	$ 91.13	$ 125.75	$ 118.86	$ 186.97	$ 105.09	0	0	0	0	0	0	$ -	$ -
		3	$ 105.38	$ 108.79	$ 150.08	$ 141.83	$ 223.03	$ 125.39	$ 132.47	$ 136.76	$ 188.67	$ 178.29	$ 280.37	$ 157.63	0	0	0	0	0	0	$ -	$ -
		4	$ 140.49	$ 145.05	$ 200.09	$ 189.05	$ 297.39	$ 167.17	$ 176.61	$ 182.34	$ 251.53	$ 237.66	$ 373.85	$ 210.15	0	0	0	0	0	0	$ -	$ -
		5	$ 175.64	$ 181.28	$ 250.09	$ 236.32	$ 371.75	$ 208.99	$ 220.80	$ 227.89	$ 314.39	$ 297.08	$ 467.33	$ 262.72	0	0	0	0	0	0	$ -	$ -
		6													0	0	0	0	0	0	$ -	$ -
Cart Service - Solid Waste	64-gal cart	1	$ 70.27	$ 72.49	$ 95.89	$ 94.55	$ 148.73	$ 83.60	$ 88.34	$ 91.13	$ 120.54	$ 118.86	$ 186.97	$ 105.09	8	2	37	19	0	84	$ 156,887	$ 197,223
		2	$ 140.49	$ 145.05	$ 191.79	$ 189.05	$ 297.39	$ 167.17	$ 176.61	$ 182.34	$ 241.10	$ 237.66	$ 373.85	$ 210.15	0	0	0	0	0	1	$ 2,006	$ 2,522
		3	$ 210.77	$ 217.56	$ 287.69	$ 283.61	$ 446.15	$ 250.77	$ 264.96	$ 273.50	$ 361.66	$ 356.53	$ 560.86	$ 315.24	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Cart Service - Solid Waste	96-gal cart	1	$ 105.38	$ 108.79	$ 139.72	$ 141.83	$ 223.03	$ 125.39	$ 132.47	$ 136.76	$ 175.64	$ 178.29	$ 280.37	$ 157.63	13	2	41	51	0	301	$ 627,501	$ 788,834
		2	$ 210.77	$ 217.56	$ 279.38	$ 283.61	$ 446.15	$ 250.77	$ 264.96	$ 273.50	$ 351.21	$ 356.53	$ 560.86	$ 315.24	12	0	7	1	0	13	$ 96,342	$ 121,112
		3	$ 316.16	$ 326.29	$ 419.11	$ 425.41	$ 669.15	$ 376.14	$ 397.45	$ 410.18	$ 526.86	$ 534.78	$ 841.19	$ 472.85	4	0	0	0	0	4	$ 33,230	$ 41,774
		4	$ 421.49	$ 435.07	$ 558.76	$ 567.21	$ 892.16	$ 501.52	$ 529.86	$ 546.93	$ 702.42	$ 713.04	$ 1,121.54	$ 630.46	0	0	0	0	0	0	$ -	$ -
		5	$ 526.93	$ 543.79	$ 698.49	$ 708.99	$ 1,115.24	$ 684.42	$ 662.41	$ 683.60	$ 878.07	$ 891.27	$ 1,401.97	$ 860.39	0	0	0	0	0	0	$ -	$ -
		6	$ 632.31	$ 652.73	$ 838.25	$ 850.99	$ 1,338.24	$ 821.32	$ 794.88	$ 820.55	$ 1,053.77	$ 1,069.78	$ 1,682.31	$ 1,032.48	0	0	0	0	0	0	$ -	$ -
Cart Service - Recycling	32-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0	252	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0	0	$ -	$ -
Cart Service - Recycling	64-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -		31	59	22	1	429	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -		0	0		0	39	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -		0	0		0	5	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -		0	0		0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -		0	0		0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -		0	0		0	0	$ -	$ -
Cart Service - Recycling	96-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	9	22	135	125	0	1,183	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -		3	7		0	599	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -		0	0		0	64	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -		0	0		0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -		0	0		0	85	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -		0	0		0	0	$ -	$ -
Cart Service - Organics	32-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	83	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	94	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	10	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -		0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	7	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -		0	0	0	0	0	$ -	$ -
Cart Service - Organics	64-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Cart Service - Organics	96-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Cart Service - Food Waste	32-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Cart Service - Food Waste	64-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Cart Service - Food Waste	96-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Multi-family Current Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Bin Service - Uncompacted																						
Bin Service - Solid Waste	1 cubic yard container	1	$ 222.74	$ 233.79	$ 299.28	$ 289.69	$ 387.98	$ 156.71	$ 280.01	$ 293.90	$ 376.23	$ 364.17	$ 487.73	$ 197.00	5	0	11	0	1	151	$ 341,484	$ 429,280
		2	$ 445.54	$ 467.55	$ 598.54	$ 579.38	$ 776.03	$ 313.47	$ 560.09	$ 587.76	$ 752.43	$ 728.34	$ 975.55	$ 394.06	11	1	2	2	1	22	$ 184,760	$ 232,263
		3	$ 668.25	$ 701.35	$ 897.79	$ 869.11	$ 1,164.02	$ 513.32	$ 840.06	$ 881.67	$ 1,128.62	$ 1,092.56	$ 1,463.29	$ 645.30	0	1	0	0	1	4	$ 47,024	$ 59,114
		4	$ 891.03	$ 935.16	$ 1,197.05	$ 1,158.77	$ 1,551.98	$ 684.42	$ 1,120.12	$ 1,175.59	$ 1,504.82	$ 1,456.69	$ 1,951.00	$ 860.39	0	0	0	0	0	1	$ 8,213	$ 10,325
		5	$ 1,113.78	$ 1,168.95	$ 1,496.31	$ 1,448.50	$ 1,939.98	$ 855.56	$ 1,400.14	$ 1,469.49	$ 1,881.02	$ 1,820.91	$ 2,438.76	$ 1,075.53	0	0	0	0	0	0	$ -	$ -
		6	$ 1,336.55	$ 1,402.69	$ 1,795.61	$ 1,738.18	$ 2,328.03	$ 1,026.64	$ 1,680.18	$ 1,763.33	$ 2,257.27	$ 2,185.07	$ 2,926.57	$ 1,290.59	0	0	0	0	0	0	$ -	$ -
Bin Service - Solid Waste	2 cubic yard container	1	$ 445.54	$ 467.55	$ 584.35	$ 579.38	$ 776.03	$ 313.47	$ 560.09	$ 587.76	$ 734.59	$ 728.34	$ 975.55	$ 394.06	10	6	17	24	1	266	$ 1,383,106	$ 1,738,707
		2	$ 891.03	$ 935.16	$ 1,168.69	$ 1,158.77	$ 1,551.98	$ 684.42	$ 1,120.12	$ 1,175.59	$ 1,469.16	$ 1,456.69	$ 1,951.00	$ 860.39	10	8	14	13	1	126	$ 1,627,274	$ 2,045,652
		3	$ 1,336.55	$ 1,402.69	$ 1,753.05	$ 1,738.18	$ 2,328.03	$ 1,026.64	$ 1,680.18	$ 1,763.33	$ 2,203.77	$ 2,185.07	$ 2,926.57	$ 1,290.59	3	0	2	2	0	51	$ 760,209	$ 955,661
		4	$ 1,782.04	$ 1,870.28	$ 2,337.37	$ 2,317.61	$ 3,104.02	$ 1,368.84	$ 2,240.21	$ 2,351.14	$ 2,938.32	$ 2,913.48	$ 3,902.07	$ 1,720.77	0	0	0	0	1	2	$ 70,100	$ 88,123
		5	$ 2,227.56	$ 2,337.82	$ 2,921.74	$ 2,896.96	$ 3,880.00	$ 1,711.07	$ 2,800.27	$ 2,938.88	$ 3,672.93	$ 3,641.78	$ 4,877.56	$ 2,150.99	0	0	0	0	0	0	$ -	$ -
		6	$ 2,673.06	$ 2,805.46	$ 3,506.09	$ 3,476.38	$ 4,656.04	$ 2,053.28	$ 3,360.31	$ 3,526.75	$ 4,407.52	$ 4,370.17	$ 5,853.12	$ 2,581.19	0	0	0	0	0	0	$ -	$ -
Bin Service - Solid Waste	3 cubic yard container	1	$ 668.25	$ 701.35	$ 863.42	$ 869.11	$ 1,164.02	$ 513.32	$ 840.06	$ 881.67	$ 1,085.41	$ 1,092.56	$ 1,463.29	$ 645.30	27	1	2	5	4	19	$ 470,708	$ 591,728
		2	$ 1,336.55	$ 1,402.69	$ 1,726.84	$ 1,738.18	$ 2,328.03	$ 1,026.64	$ 1,680.18	$ 1,763.33	$ 2,170.82	$ 2,185.07	$ 2,926.57	$ 1,290.59	8	2	3	0	0	43	$ 753,886	$ 947,713
		3	$ 2,004.78	$ 2,104.07	$ 2,590.26	$ 2,607.31	$ 3,492.04	$ 1,539.95	$ 2,520.22	$ 2,645.03	$ 3,256.23	$ 3,277.66	$ 4,389.86	$ 1,935.88	2	0	4	0	0	7	$ 301,803	$ 379,398
		4	$ 2,673.06	$ 2,805.46	$ 3,453.68	$ 3,476.38	$ 4,656.04	$ 2,053.28	$ 3,360.31	$ 3,526.75	$ 4,341.63	$ 4,370.17	$ 5,853.12	$ 2,581.19	0	1	0	0	0	2	$ 82,944	$ 104,269
		5	$ 3,341.34	$ 3,506.79	$ 4,317.11	$ 4,345.47	$ 5,820.06	$ 2,566.60	$ 4,200.41	$ 4,408.40	$ 5,427.05	$ 5,462.71	$ 7,316.42	$ 3,226.48	0	0	0	0	0	0	$ -	$ -
		6	$ 4,009.61	$ 4,208.15	$ 5,180.50	$ 5,214.57	$ 6,984.06	$ 3,079.91	$ 5,040.49	$ 5,290.08	$ 6,512.42	$ 6,555.25	$ 8,779.69	$ 3,871.77	0	0	0	0	0	0	$ -	$ -
Bin Service - Solid Waste	4 cubic yard container	1	$ 891.03	$ 935.16	$ 1,151.22	$ 1,158.77	$ 1,551.98	$ 684.42	$ 1,120.12	$ 1,175.59	$ 1,447.20	$ 1,456.69	$ 1,951.00	$ 860.39	19	3	2	4	0	18	$ 467,906	$ 588,206
		2	$ 1,782.04	$ 1,870.28	$ 2,302.44	$ 2,317.61	$ 3,104.02	$ 1,368.84	$ 2,240.21	$ 2,351.14	$ 2,894.41	$ 2,913.48	$ 3,902.07	$ 1,720.77	13	1	2	1	0	55	$ 1,286,946	$ 1,617,824
		3	$ 2,673.06	$ 2,805.46	$ 3,453.68	$ 3,476.38	$ 4,656.04	$ 2,053.28	$ 3,360.31	$ 3,526.75	$ 4,341.63	$ 4,370.17	$ 5,853.12	$ 2,581.19	1	3	0	0	0	9	$ 354,828	$ 446,055
		4	$ 3,564.09	$ 3,740.59	$ 4,604.91	$ 4,635.15	$ 6,208.06	$ 2,737.70	$ 4,480.43	$ 4,702.31	$ 5,788.85	$ 5,826.86	$ 7,804.17	$ 3,441.57	0	0	0	0	0	3	$ 98,557	$ 123,897
		5	$ 4,455.11	$ 4,675.73	$ 5,756.16	$ 5,793.96	$ 7,760.09	$ 3,422.11	$ 5,600.53	$ 5,877.88	$ 7,236.09	$ 7,283.61	$ 9,755.24	$ 4,301.95	0	0	0	0	0	0	$ -	$ -
		6	$ 5,346.18	$ 5,610.84	$ 6,907.40	$ 6,952.73	$ 9,312.03	$ 4,106.51	$ 6,720.70	$ 7,053.41	$ 8,683.32	$ 8,740.30	$ 11,706.19	$ 5,162.31	0	0	0	0	0	0	$ -	$ -
Bin Service - Solid Waste	5 cubic yard container	1	$ 1,113.78	$ 1,168.94	$ 1,439.02	$ 1,448.49	$ 1,939.98	$ 855.55	$ 1,400.14	$ 1,469.48	$ 1,809.00	$ 1,820.90	$ 2,438.76	$ 1,075.51	1	0	0	0	0	1	$ 23,632	$ 29,708
		2	$ 2,227.56	$ 2,337.82	$ 2,878.05	$ 2,896.96	$ 3,880.00	$ 1,711.07	$ 2,800.27	$ 2,938.88	$ 3,618.01	$ 3,641.78	$ 4,877.56	$ 2,150.99	0	0	0	0	0	0	$ -	$ -
		3	$ 3,341.34	$ 3,506.79	$ 4,317.11	$ 4,345.47	$ 5,820.06	$ 2,566.60	$ 4,200.41	$ 4,408.40	$ 5,427.05	$ 5,462.71	$ 7,316.42	$ 3,226.48	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6	$ 6,682.68	$ 7,013.57	$ 8,634.22	$ 8,690.96	$ 11,640.03	$ 5,133.17	$ 8,400.82	$ 8,816.78	$ 10,854.11	$ 10,925.44	$ 14,632.72	$ 6,452.93	0	0	0	0	0	0	$ -	$ -
Bin Service - Solid Waste	6 cubic yard container	1	$ 1,336.55	$ 1,402.69	$ 1,690.82	$ 1,738.18	$ 2,328.03	$ 1,026.64	$ 1,680.18	$ 1,763.33	$ 2,125.54	$ 2,185.07	$ 2,926.57	$ 1,290.59	0	0	0	0	0	1	$ 12,320	$ 15,487
		2	$ 2,673.06	$ 2,805.46	$ 3,381.66	$ 3,476.38	$ 4,656.04	$ 2,053.28	$ 3,360.31	$ 3,526.75	$ 4,251.10	$ 4,370.17	$ 5,853.12	$ 2,581.19	0	0	0	0	0	1	$ 24,639	$ 30,974
		3	$ 4,009.61	$ 4,208.15	$ 5,072.51	$ 5,214.57	$ 6,984.06	$ 3,079.91	$ 5,040.49	$ 5,290.08	$ 6,376.67	$ 6,555.25	$ 8,779.69	$ 3,871.77	0	0	0	0	0	0	$ -	$ -
		4	$ 5,346.18	$ 5,610.84	$ 6,763.36	$ 6,952.73	$ 9,312.03	$ 4,106.51	$ 6,720.70	$ 7,053.41	$ 8,502.24	$ 8,740.30	$ 11,706.19	$ 5,162.31	0	0	0	0	0	0	$ -	$ -
		5	$ 6,682.68	$ 7,013.57	$ 8,454.19	$ 8,690.96	$ 11,640.03	$ 5,133.17	$ 8,400.82	$ 8,816.78	$ 10,627.79	$ 10,925.44	$ 14,632.72	$ 6,452.93	0	0	0	0	0	0	$ -	$ -
		6	$ 8,019.21	$ 8,416.32	$ 10,145.00	$ 10,429.13	$ 13,968.09	$ 6,159.86	$ 10,080.98	$ 10,580.19	$ 12,753.32	$ 13,110.50	$ 17,559.34	$ 7,743.58	0	0	0	0	0	0	$ -	$ -
Bin Service - Solid Waste	8 cubic yard container	1	$ 1,782.04	$ 1,870.28	$ 2,254.47	$ 2,317.61	$ 3,104.02	$ 1,368.84	$ 2,240.21	$ 2,351.14	$ 2,834.10	$ 2,913.48	$ 3,902.07	$ 1,720.77	0	0	0	0	0	0	$ -	$ -
		2	$ 3,564.09	$ 3,740.59	$ 4,508.89	$ 4,635.15	$ 6,208.06	$ 2,737.70	$ 4,480.43	$ 4,702.31	$ 5,668.14	$ 5,826.86	$ 7,804.17	$ 3,441.57	0	0	0	0	0	0	$ -	$ -
		3	$ 5,346.18	$ 5,610.84	$ 6,763.36	$ 6,952.73	$ 9,312.03	$ 4,106.51	$ 6,720.70	$ 7,053.41	$ 8,502.24	$ 8,740.30	$ 11,706.19	$ 5,162.31	0	0	0	0	0	0	$ -	$ -
		4	$ 7,128.21	$ 7,481.17	$ 9,017.77	$ 9,270.29	$ 12,416.05	$ 5,475.42	$ 8,960.90	$ 9,404.61	$ 11,336.27	$ 11,653.71	$ 15,608.26	$ 6,883.17	0	0	0	0	0	0	$ -	$ -
		5	$ 8,910.23	$ 9,351.40	$ 11,272.23	$ 11,587.91	$ 15,520.12	$ 6,844.22	$ 11,201.08	$ 11,755.68	$ 14,170.36	$ 14,567.20	$ 19,510.40	$ 8,603.89	0	0	0	0	0	0	$ -	$ -
		6	$ 10,692.31	$ 11,221.72	$ 13,526.68	$ 13,905.50	$ 18,624.13	$ 8,213.09	$ 13,441.34	$ 14,106.86	$ 17,004.44	$ 17,480.65	$ 23,412.46	$ 10,324.70	0	0	0	0	0	0	$ -	$ -
Bin Service - Solid Waste	10 cubic yard container	1	$ 2,227.56	$ 2,337.82	$ 2,809.87	$ 2,896.96	$ 3,880.00	$ 1,711.07	$ 2,800.27	$ 2,938.88	$ 3,532.30	$ 3,641.78	$ 4,877.56	$ 2,150.99	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Recycling	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	3	1	3			29	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -		0			2	19	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	1	0				1	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -		0				4	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -								
Bin Service - Recycling	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	7	1	6	12		198	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	11	1	13	13	1	70	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	5	4	5	1		19	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
Bin Service - Recycling	3 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	4	0	5	1		18	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	10	5	6	7		30	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	9	0	4			22	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -		1				1	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -		0				1	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -		0				1	$ -	$ -
Bin Service - Recycling	4 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	2	1	1	2		20	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	8	0	2	2		41	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	9	0			2	35	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -		0				3	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -		2				0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -		0	1			1	$ -	$ -
Bin Service - Recycling	6 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	1	0				0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -

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Multi-family Current Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Bin Service - Uncompacted																						
Bin Service - Recycling	8 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -		0				0	$ -	$ -
Bin Service - Recycling	10 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	3 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -								
Bin Service - Organics	4 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	6 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	8 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	10 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Food Waste	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Food Waste	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -

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Multi-family Current Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Bin Service - Compacted																						
Compacted Bin Service - Solid Waste	1.5 cubic yard container	1	$ 668.24	$ 750.35	$ 926.25	$ 885.49	$ 1,085.76	$ 447.98	$ 840.05	$ 943.27	$ 1,164.39	$ 1,113.15	$ 1,364.91	$ 563.16	0	0	0	0	0	0	$ -	$ -
		2	$ 1,336.49	$ 1,500.67	$ 1,852.49	$ 1,771.07	$ 2,171.48	$ 978.10	$ 1,680.11	$ 1,886.50	$ 2,328.77	$ 2,226.42	$ 2,729.78	$ 1,229.57	0	0	0	0	0	0	$ -	$ -
		3	$ 2,003.50	$ 2,251.45	$ 2,776.75	$ 2,654.89	$ 3,255.01	$ 1,467.17	$ 2,518.61	$ 2,830.31	$ 3,490.66	$ 3,337.47	$ 4,091.88	$ 1,844.38	0	0	0	0	0	0	$ -	$ -
		4	$ 2,671.28	$ 3,001.92	$ 3,702.37	$ 3,539.80	$ 4,339.99	$ 1,956.22	$ 3,358.08	$ 3,773.72	$ 4,654.26	$ 4,449.90	$ 5,455.82	$ 2,459.17	0	0	0	0	0	0	$ -	$ -
		5	$ 3,341.24	$ 3,751.68	$ 4,631.25	$ 4,427.71	$ 5,428.69	$ 2,445.28	$ 4,200.28	$ 4,716.25	$ 5,821.96	$ 5,566.09	$ 6,824.43	$ 3,073.97	0	0	0	0	0	0	$ -	$ -
		6	$ 4,009.47	$ 4,502.03	$ 5,557.49	$ 5,313.25	$ 6,514.42	$ 2,934.34	$ 5,040.32	$ 5,659.52	$ 6,986.34	$ 6,679.31	$ 8,189.30	$ 3,688.77	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Solid Waste	2 cubic yard container	1	$ 205.61	$ 230.90	$ 285.02	$ 272.52	$ 334.09	$ 137.82	$ 258.47	$ 290.27	$ 358.30	$ 342.59	$ 419.99	$ 173.25	0	0	0	0	0	0	$ -	$ -
		2	$ 411.22	$ 461.80	$ 570.04	$ 545.04	$ 668.18	$ 275.64	$ 516.95	$ 580.53	$ 716.60	$ 685.17	$ 839.97	$ 346.51	2	0	0	0	0	1	$ 13,177	$ 16,565
		3	$ 616.83	$ 692.70	$ 855.06	$ 817.56	$ 1,002.27	$ 413.46	$ 775.42	$ 870.80	$ 1,074.90	$ 1,027.76	$ 1,259.96	$ 519.76	0	0	0	0	0	0	$ -	$ -
		4	$ 822.44	$ 923.60	$ 1,140.08	$ 1,090.08	$ 1,336.36	$ 551.28	$ 1,033.89	$ 1,161.06	$ 1,433.20	$ 1,370.34	$ 1,679.94	$ 693.02	0	0	0	0	0	0	$ -	$ -
		5	$ 1,028.05	$ 1,154.50	$ 1,425.10	$ 1,362.60	$ 1,670.45	$ 689.10	$ 1,292.37	$ 1,451.33	$ 1,791.50	$ 1,712.93	$ 2,099.93	$ 866.27	0	0	0	0	0	0	$ -	$ -
		6	$ 1,233.66	$ 1,385.40	$ 1,710.12	$ 1,635.12	$ 2,004.54	$ 826.92	$ 1,550.84	$ 1,741.59	$ 2,149.80	$ 2,055.52	$ 2,519.91	$ 1,039.52	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Solid Waste	3 cubic yard container	1	$ 308.41	$ 346.38	$ 421.14	$ 408.73	$ 501.18	$ 225.69	$ 387.70	$ 435.44	$ 529.42	$ 513.82	$ 630.04	$ 283.72	2	0	1	0	0	0	$ 12,456	$ 15,658
		2	$ 616.82	$ 692.76	$ 842.28	$ 817.46	$ 1,002.36	$ 451.38	$ 775.41	$ 870.87	$ 1,058.83	$ 1,027.63	$ 1,260.07	$ 567.43	0	0	0	0	0	4	$ 21,666	$ 27,237
		3	$ 925.23	$ 1,039.14	$ 1,263.42	$ 1,226.19	$ 1,503.54	$ 677.07	$ 1,163.11	$ 1,306.31	$ 1,588.25	$ 1,541.45	$ 1,890.11	$ 851.15	0	0	0	0	0	0	$ -	$ -
		4	$ 1,233.64	$ 1,385.52	$ 1,684.56	$ 1,634.92	$ 2,004.72	$ 902.76	$ 1,550.81	$ 1,741.74	$ 2,117.67	$ 2,055.26	$ 2,520.14	$ 1,134.86	0	0	0	0	0	0	$ -	$ -
		5	$ 1,542.05	$ 1,731.90	$ 2,105.70	$ 2,043.65	$ 2,505.90	$ 1,128.45	$ 1,938.52	$ 2,177.18	$ 2,647.08	$ 2,569.08	$ 3,150.18	$ 1,418.58	0	0	0	0	0	0	$ -	$ -
		6	$ 1,850.46	$ 2,078.28	$ 2,526.84	$ 2,452.38	$ 3,007.08	$ 1,354.14	$ 2,326.22	$ 2,612.61	$ 3,176.50	$ 3,082.90	$ 3,780.21	$ 1,702.29	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Solid Waste	4 cubic yard container	1	$ 411.22	$ 461.83	$ 561.54	$ 545.00	$ 668.24	$ 300.96	$ 516.95	$ 580.57	$ 705.91	$ 685.12	$ 840.05	$ 378.34	3	0	0	0	0	3	$ 25,638	$ 32,230
		2	$ 822.44	$ 923.66	$ 1,123.08	$ 1,090.00	$ 1,336.48	$ 601.92	$ 1,033.89	$ 1,161.14	$ 1,411.83	$ 1,370.24	$ 1,680.09	$ 756.68	0	0	1	0	0	0	$ 13,477	$ 16,942
		3	$ 1,233.66	$ 1,385.49	$ 1,684.62	$ 1,635.00	$ 2,004.72	$ 902.88	$ 1,550.84	$ 1,741.70	$ 2,117.74	$ 2,055.36	$ 2,520.14	$ 1,135.01	1	0	0	0	0	0	$ 14,804	$ 18,610
		4	$ 1,644.88	$ 1,847.32	$ 2,246.16	$ 2,180.00	$ 2,672.96	$ 1,203.84	$ 2,067.78	$ 2,322.27	$ 2,823.66	$ 2,740.49	$ 3,360.19	$ 1,513.35	0	0	0	0	0	0	$ -	$ -
		5	$ 2,056.10	$ 2,309.15	$ 2,807.70	$ 2,725.00	$ 3,341.20	$ 1,504.80	$ 2,584.73	$ 2,902.84	$ 3,529.57	$ 3,425.61	$ 4,200.23	$ 1,891.69	0	0	0	0	0	0	$ -	$ -
		6	$ 2,467.32	$ 2,770.98	$ 3,369.24	$ 3,270.00	$ 4,009.44	$ 1,805.76	$ 3,101.68	$ 3,483.41	$ 4,235.48	$ 4,110.73	$ 5,040.28	$ 2,270.03	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Solid Waste	6 cubic yard container	1	$ 403.19	$ 692.74	$ 723.39	$ 817.49	$ 1,002.30	$ 451.44	$ 506.85	$ 870.85	$ 909.38	$ 1,027.67	$ 1,259.99	$ 567.51	0	0	0	0	0	0	$ -	$ -
		2	$ 806.38	$ 1,385.48	$ 1,446.78	$ 1,634.98	$ 2,004.60	$ 902.88	$ 1,013.70	$ 1,741.69	$ 1,818.75	$ 2,055.34	$ 2,519.99	$ 1,135.01	0	0	0	0	0	0	$ -	$ -
		3	$ 1,209.57	$ 2,078.22	$ 2,170.17	$ 2,452.47	$ 3,006.90	$ 1,354.32	$ 1,520.55	$ 2,612.54	$ 2,728.13	$ 3,083.01	$ 3,779.98	$ 1,702.52	0	0	0	0	0	0	$ -	$ -
		4	$ 1,612.76	$ 2,770.96	$ 2,893.56	$ 3,269.96	$ 4,009.20	$ 1,805.76	$ 2,027.41	$ 3,483.38	$ 3,637.50	$ 4,110.68	$ 5,039.98	$ 2,270.03	0	0	0	0	0	0	$ -	$ -
		5	$ 2,015.95	$ 3,463.70	$ 3,616.95	$ 4,087.45	$ 5,011.50	$ 2,257.20	$ 2,534.26	$ 4,354.23	$ 4,546.88	$ 5,138.35	$ 6,299.97	$ 2,837.53	0	0	0	0	0	0	$ -	$ -
		6	$ 2,419.14	$ 4,156.44	$ 4,340.34	$ 4,904.94	$ 6,013.80	$ 2,708.64	$ 3,041.11	$ 5,225.08	$ 5,456.26	$ 6,166.02	$ 7,559.97	$ 3,405.04	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Solid Waste	8 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Recycling	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Recycling	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Recycling	3 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Recycling	4 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Recycling	6 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Recycling	8 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -

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Multi-family Current Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Bin Service - Compacted																						
Compacted Bin Service - Organics	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Organics	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Organics	3 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
															0	0	0	0	0	0		
Compacted Bin Service - Organics	4 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
															0	0	0	0	0	0		
Compacted Bin Service - Organics	6 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
															0	0	0	0	0	0		
Compacted Bin Service - Organics	8 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Food Waste	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Food Waste	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -

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Multi-family Current Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Reoccuring Ancillary Serivces																						
Push/Pull Service, Bin or Cart	0 to 25	1x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
(Distance in Linear Feet)	0 to 25	2x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
	0 to 25	3x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
	0 to 25	4x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
	0 to 25	5x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
	0 to 25	6x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
	26 to 50	1x/week	$ 19.33	$ 19.33	$ 19.33	$ 19.33	$ 19.33	$ 19.33	$ 24.30	$ 24.30	$ 24.30	$ 24.30	$ 24.30	$ 24.30	0	0	0	0	0	0	$ -	$ -
	26 to 50	2x/week	$ 38.65	$ 38.65	$ 38.65	$ 38.65	$ 38.65	$ 38.65	$ 48.59	$ 48.59	$ 48.59	$ 48.59	$ 48.59	$ 48.59	0	0	0	0	0	0	$ -	$ -
	26 to 50	3x/week	$ 57.98	$ 57.98	$ 57.98	$ 57.98	$ 57.98	$ 57.98	$ 72.89	$ 72.89	$ 72.89	$ 72.89	$ 72.89	$ 72.89	0	0	0	0	0	0	$ -	$ -
	26 to 50	4x/week	$ 77.30	$ 77.30	$ 77.30	$ 77.30	$ 77.30	$ 77.30	$ 97.17	$ 97.17	$ 97.17	$ 97.17	$ 97.17	$ 97.17	0	0	0	0	0	0	$ -	$ -
	26 to 50	5x/week	$ 96.63	$ 96.63	$ 96.63	$ 96.63	$ 96.63	$ 96.63	$ 121.47	$ 121.47	$ 121.47	$ 121.47	$ 121.47	$ 121.47	0	0	0	0	0	0	$ -	$ -
	26 to 50	6x/week	$ 115.94	$ 115.94	$ 115.94	$ 115.94	$ 115.94	$ 115.94	$ 145.75	$ 145.75	$ 145.75	$ 145.75	$ 145.75	$ 145.75	0	0	0	0	0	0	$ -	$ -
	51 to 100	1x/week	$ 38.66	$ 38.66	$ 38.66	$ 38.66	$ 38.66	$ 38.66	$ 48.60	$ 48.60	$ 48.60	$ 48.60	$ 48.60	$ 48.60	0	0	0	0	0	0	$ -	$ -
	51 to 100	2x/week	$ 77.32	$ 77.32	$ 77.32	$ 77.32	$ 77.32	$ 77.32	$ 97.20	$ 97.20	$ 97.20	$ 97.20	$ 97.20	$ 97.20	0	0	0	0	0	0	$ -	$ -
	51 to 100	3x/week	$ 115.98	$ 115.98	$ 115.98	$ 115.98	$ 115.98	$ 115.98	$ 145.80	$ 145.80	$ 145.80	$ 145.80	$ 145.80	$ 145.80	0	0	0	0	0	0	$ -	$ -
	51 to 100	4x/week	$ 154.63	$ 154.63	$ 154.63	$ 154.63	$ 154.63	$ 154.63	$ 194.39	$ 194.39	$ 194.39	$ 194.39	$ 194.39	$ 194.39	0	0	0	0	0	0	$ -	$ -
	51 to 100	5x/week	$ 193.29	$ 193.29	$ 193.29	$ 193.29	$ 193.29	$ 193.29	$ 242.99	$ 242.99	$ 242.99	$ 242.99	$ 242.99	$ 242.99	0	0	0	0	0	0	$ -	$ -
	51 to 100	6x/week	$ 231.95	$ 231.95	$ 231.95	$ 231.95	$ 231.95	$ 231.95	$ 291.59	$ 291.59	$ 291.59	$ 291.59	$ 291.59	$ 291.59	0	0	0	0	0	0	$ -	$ -
	101 or greater	1x/week	$ 57.99	$ 57.99	$ 57.99	$ 57.99	$ 57.99	$ 57.99	$ 72.90	$ 72.90	$ 72.90	$ 72.90	$ 72.90	$ 72.90	0	0	0	0	0	0	$ -	$ -
	101 or greater	2x/week	$ 115.96	$ 115.96	$ 115.96	$ 115.96	$ 115.96	$ 115.96	$ 145.77	$ 145.77	$ 145.77	$ 145.77	$ 145.77	$ 145.77	0	0	0	0	0	0	$ -	$ -
	101 or greater	3x/week	$ 173.95	$ 173.95	$ 173.95	$ 173.95	$ 173.95	$ 173.95	$ 218.67	$ 218.67	$ 218.67	$ 218.67	$ 218.67	$ 218.67	0	0	0	0	0	0	$ -	$ -
	101 or greater	4x/week	$ 231.93	$ 231.93	$ 231.93	$ 231.93	$ 231.93	$ 231.93	$ 291.56	$ 291.56	$ 291.56	$ 291.56	$ 291.56	$ 291.56	0	0	0	0	0	0	$ -	$ -
	101 or greater	5x/week	$ 289.92	$ 289.92	$ 289.92	$ 289.92	$ 289.92	$ 289.92	$ 364.46	$ 364.46	$ 364.46	$ 364.46	$ 364.46	$ 364.46	0	0	0	0	0	0	$ -	$ -
	101 or greater	6x/week	$ 347.90	$ 347.90	$ 347.90	$ 347.90	$ 347.90	$ 347.90	$ 437.35	$ 437.35	$ 437.35	$ 437.35	$ 437.35	$ 437.35	0	0	0	0	0	0	$ -	$ -
Total Multi-Family Annual Rate Revenue																					**$ 9,653,520**	**$ 12,135,475**

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Commercial Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Cart Service																						
Cart Service - Solid Waste	32-gal cart	1	$ 33.66	$ 39.67	$ 46.67	$ 46.73	$ 61.43	$ 31.35	$ 42.31	$ 49.87	$ 58.67	$ 58.74	$ 77.22	$ 39.41	5	24	24	13	6	47	$ 56,280	$ 70,749
		2	$ 67.22	$ 79.28	$ 93.34	$ 93.44	$ 122.79	$ 62.71	$ 84.50	$ 99.66	$ 117.34	$ 117.46	$ 154.36	$ 78.83	0	0	1	0	0	0	$ 1,120	$ 1,408
		3	$ 100.88	$ 118.96	$ 139.99	$ 140.16	$ 184.25	$ 94.04	$ 126.82	$ 149.55	$ 175.98	$ 176.20	$ 231.62	$ 118.22	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5	$ 168.13	$ 198.27	$ 233.35	$ 233.57	$ 307.11	$ 156.71	$ 211.36	$ 249.25	$ 293.35	$ 293.62	$ 386.07	$ 197.00	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Cart Service - Solid Waste	64-gal cart	1	$ 67.22	$ 79.28	$ 93.34	$ 93.44	$ 122.79	$ 62.71	$ 84.50	$ 99.66	$ 117.34	$ 117.46	$ 154.36	$ 78.83	5	37	30	12	14	59	$ 151,319	$ 190,223
		2	$ 134.51	$ 158.63	$ 186.67	$ 186.84	$ 245.70	$ 125.37	$ 169.09	$ 199.41	$ 234.66	$ 234.88	$ 308.87	$ 157.60	0	2	1	0	0	4	$ 12,065	$ 15,167
		3	$ 201.76	$ 237.90	$ 280.02	$ 280.30	$ 368.49	$ 188.05	$ 253.63	$ 299.06	$ 352.01	$ 352.37	$ 463.23	$ 236.40	0	2	2	0	0	1	$ 14,687	$ 18,463
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Cart Service - Solid Waste	96-gal cart	1	$ 100.88	$ 118.96	$ 139.99	$ 140.16	$ 184.25	$ 94.04	$ 126.82	$ 149.55	$ 175.98	$ 176.20	$ 231.62	$ 118.22	38	61	71	23	23	91	$ 444,580	$ 558,884
		2	$ 201.76	$ 237.90	$ 280.02	$ 280.30	$ 368.49	$ 188.05	$ 253.63	$ 299.06	$ 352.01	$ 352.37	$ 463.23	$ 236.40	4	5	6	6	3	29	$ 143,009	$ 179,777
		3	$ 302.62	$ 356.85	$ 420.00	$ 420.42	$ 552.78	$ 282.13	$ 380.42	$ 448.60	$ 527.98	$ 528.51	$ 694.90	$ 354.67	0	2	2	1	0	11	$ 60,931	$ 76,596
		4	$ 403.44	$ 475.77	$ 560.01	$ 560.57	$ 737.04	$ 376.14	$ 507.17	$ 598.09	$ 703.99	$ 704.69	$ 926.54	$ 472.85	0	0	0	0	0	5	$ 22,568	$ 28,371
		5	$ 504.34	$ 594.71	$ 699.99	$ 700.71	$ 921.24	$ 470.19	$ 634.01	$ 747.61	$ 879.96	$ 880.87	$ 1,158.09	$ 591.08	0	1	0	0	0	17	$ 103,055	$ 129,551
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Cart Service - Recycling	32-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	2	13	1	1	51	9	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	3	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	1	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Cart Service - Recycling	64-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	28	40	30	109	51	48	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	3	1	0	1	6	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	4	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Cart Service - Recycling	96-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	104	134	125	170	69	392	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	7	9	24	0	1	68	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	1	3	0	0	0	51	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	4	0	0	0	37	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Cart Service - Organics	32-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	17	4	1	0	1	515	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
Cart Service - Organics	64-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	145	129	161	91	27	549	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	2	0	0	0	5	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	2	0	0	0	3	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
Cart Service - Organics	96-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	292	196	254	119	96	631	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	3		0	0	0	5	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0		0	0	0		$ -	$ -
Cart Service - Food Waste	32-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0	1	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0		$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0		$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0		$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0		$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0		0		$ -	$ -
Cart Service - Food Waste	64-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	25	55	1	42	40	180	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	17	74		9	5	105	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	20	54		18	8	166	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -						13	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -		9				63	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -							$ -	$ -
Cart Service - Food Waste	96-gal cart	1							$ -	$ -	$ -	$ -	$ -	$ -	1	1	70		0	2	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	21	3	0		$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	42		0		$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0			0		$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	3		0		$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0			0		$ -	$ -

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Commercial Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Bin Service - Uncompacted																						
Bin Service - Solid Waste	1 cubic yard container	1	$ 229.25	$ 255.65	$ 276.02	$ 284.99	$ 322.07	$ 127.99	$ 288.19	$ 321.38	$ 346.99	$ 358.26	$ 404.88	$ 160.90	32	34	36	24	11	103	$ 594,364	$ 747,177
		2	$ 458.48	$ 511.36	$ 552.05	$ 569.98	$ 644.23	$ 256.01	$ 576.36	$ 642.83	$ 693.98	$ 716.52	$ 809.86	$ 321.83	4	6	8	3	3	26	$ 235,408	$ 295,933
		3	$ 687.74	$ 767.01	$ 828.03	$ 854.91	$ 966.26	$ 384.01	$ 864.56	$ 964.21	$ 1,040.92	$ 1,074.71	$ 1,214.69	$ 482.74	1	4	0	0	0	6	$ 72,718	$ 91,414
		4	$ 917.00	$ 1,022.70	$ 1,104.05	$ 1,139.94	$ 1,288.33	$ 512.00	$ 1,152.76	$ 1,285.64	$ 1,387.91	$ 1,433.02	$ 1,619.56	$ 643.64	0	0	1	0	0	0	$ 13,249	$ 16,655
		5	$ 1,146.30	$ 1,278.32	$ 1,380.06	$ 1,424.90	$ 1,610.46	$ 640.02	$ 1,441.02	$ 1,606.98	$ 1,734.88	$ 1,791.25	$ 2,024.51	$ 804.57	1	0	0	0	0	1	$ 21,436	$ 26,947
		6	$ 1,375.53	$ 1,534.01	$ 1,656.10	$ 1,709.90	$ 1,932.54	$ 768.02	$ 1,729.18	$ 1,928.41	$ 2,081.89	$ 2,149.52	$ 2,429.40	$ 965.48	0	2	1	0	0	1	$ 65,906	$ 82,850
Bin Service - Solid Waste	2 cubic yard container	1	$ 458.48	$ 511.36	$ 552.05	$ 569.98	$ 644.23	$ 256.01	$ 576.36	$ 642.83	$ 693.98	$ 716.52	$ 809.86	$ 321.83	36	43	41	21	21	117	$ 1,398,953	$ 1,758,628
		2	$ 917.00	$ 1,022.70	$ 1,104.05	$ 1,139.94	$ 1,288.33	$ 512.00	$ 1,152.76	$ 1,285.64	$ 1,387.91	$ 1,433.02	$ 1,619.56	$ 643.64	8	12	9	0	2	39	$ 625,074	$ 785,783
		3	$ 1,375.53	$ 1,534.01	$ 1,656.10	$ 1,709.90	$ 1,932.54	$ 768.02	$ 1,729.18	$ 1,928.41	$ 2,081.89	$ 2,149.52	$ 2,429.40	$ 965.48	5	4	4	1	4	19	$ 524,046	$ 658,781
		4	$ 1,833.99	$ 2,045.33	$ 2,208.08	$ 2,279.84	$ 2,576.71	$ 1,024.05	$ 2,305.52	$ 2,571.19	$ 2,775.79	$ 2,865.99	$ 3,239.19	$ 1,287.34	0	1	1	0	2	3	$ 149,748	$ 188,248
		5	$ 2,292.53	$ 2,556.68	$ 2,760.14	$ 2,849.81	$ 3,220.86	$ 1,280.06	$ 2,881.95	$ 3,214.01	$ 3,469.78	$ 3,582.51	$ 4,048.95	$ 1,609.17	0	2	0	0	0	1	$ 76,721	$ 96,446
		6	$ 2,751.00	$ 3,068.01	$ 3,312.17	$ 3,419.76	$ 3,865.02	$ 1,536.07	$ 3,458.29	$ 3,856.81	$ 4,163.74	$ 4,298.99	$ 4,858.73	$ 1,931.00	0	0	0	0	0	7	$ 129,030	$ 162,204
Bin Service - Solid Waste	3 cubic yard container	1	$ 687.74	$ 767.01	$ 828.03	$ 854.91	$ 966.26	$ 384.01	$ 864.56	$ 964.21	$ 1,040.92	$ 1,074.71	$ 1,214.69	$ 482.74	19	18	15	5	11	50	$ 880,771	$ 1,107,221
		2	$ 1,375.53	$ 1,534.01	$ 1,656.10	$ 1,709.90	$ 1,932.54	$ 768.02	$ 1,729.18	$ 1,928.41	$ 2,081.89	$ 2,149.52	$ 2,429.40	$ 965.48	8	14	6	1	5	31	$ 931,178	$ 1,170,588
		3	$ 2,063.26	$ 2,301.02	$ 2,484.12	$ 2,564.78	$ 2,898.79	$ 1,152.05	$ 2,593.73	$ 2,892.62	$ 3,122.80	$ 3,224.19	$ 3,644.08	$ 1,448.25	3	15	2	1	2	18	$ 897,271	$ 1,127,963
		4	$ 2,751.00	$ 3,068.01	$ 3,312.17	$ 3,419.76	$ 3,865.02	$ 1,536.07	$ 3,458.29	$ 3,856.81	$ 4,163.74	$ 4,298.99	$ 4,858.73	$ 1,931.00	0	3	1	0	0	7	$ 279,224	$ 351,014
		5	$ 3,438.81	$ 3,834.99	$ 4,140.18	$ 4,274.71	$ 4,831.33	$ 1,920.09	$ 4,322.94	$ 4,820.98	$ 5,204.64	$ 5,373.75	$ 6,073.48	$ 2,413.75	0	3	1	0	0	11	$ 441,194	$ 554,626
		6	$ 4,126.57	$ 4,602.01	$ 4,968.22	$ 5,129.61	$ 5,797.58	$ 2,304.08	$ 5,187.53	$ 5,785.20	$ 6,245.57	$ 6,448.45	$ 7,288.16	$ 2,896.47	1	0	0	0	0	4	$ 160,115	$ 201,281
Bin Service - Solid Waste	4 cubic yard container	1	$ 917.00	$ 1,022.70	$ 1,104.05	$ 1,139.94	$ 1,288.33	$ 512.00	$ 1,152.76	$ 1,285.64	$ 1,387.91	$ 1,433.02	$ 1,619.56	$ 643.64	12	8	16	11	6	41	$ 937,341	$ 1,178,334
		2	$ 1,833.99	$ 2,045.33	$ 2,208.08	$ 2,279.84	$ 2,576.71	$ 1,024.05	$ 2,305.52	$ 2,571.19	$ 2,775.79	$ 2,865.99	$ 3,239.19	$ 1,287.34	12	5	7	0	3	43	$ 1,193,464	$ 1,500,308
		3	$ 2,751.00	$ 3,068.01	$ 3,312.17	$ 3,419.76	$ 3,865.02	$ 1,536.07	$ 3,458.29	$ 3,856.81	$ 4,163.74	$ 4,298.99	$ 4,858.73	$ 1,931.00	2	7	4	4	4	35	$ 1,477,540	$ 1,857,421
		4	$ 3,668.06	$ 4,090.64	$ 4,416.20	$ 4,559.68	$ 5,153.36	$ 2,048.10	$ 4,611.13	$ 5,142.36	$ 5,551.62	$ 5,731.99	$ 6,478.31	$ 2,574.67	4	4	0	0	0	11	$ 642,767	$ 808,024
		5	$ 4,585.05	$ 5,113.36	$ 5,520.25	$ 5,699.58	$ 6,441.71	$ 2,560.12	$ 5,763.88	$ 6,428.02	$ 6,939.53	$ 7,164.96	$ 8,097.90	$ 3,218.34	1	2	2	0	0	11	$ 648,163	$ 814,808
		6	$ 5,502.07	$ 6,136.01	$ 6,624.31	$ 6,839.52	$ 7,730.09	$ 3,072.13	$ 6,916.67	$ 7,713.60	$ 8,327.44	$ 8,597.98	$ 9,717.52	$ 3,861.99	1	4	1	0	0	5	$ 624,373	$ 784,901
Bin Service - Solid Waste	6 cubic yard container	1	$ 1,375.53	$ 1,534.01	$ 1,656.10	$ 1,709.90	$ 1,932.54	$ 768.02	$ 1,729.18	$ 1,928.41	$ 2,081.89	$ 2,149.52	$ 2,429.40	$ 965.48	4	2	2	1	2	7	$ 274,002	$ 344,448
		2	$ 2,751.00	$ 3,068.01	$ 3,312.17	$ 3,419.76	$ 3,865.02	$ 1,536.07	$ 3,458.29	$ 3,856.81	$ 4,163.74	$ 4,298.99	$ 4,858.73	$ 1,931.00	0	0	0	1	0	4	$ 114,768	$ 144,276
		3	$ 4,126.57	$ 4,602.01	$ 4,968.22	$ 5,129.61	$ 5,797.58	$ 2,304.08	$ 5,187.53	$ 5,785.20	$ 6,245.57	$ 6,448.45	$ 7,288.16	$ 2,896.47	0	0	0	0	0	1	$ 27,649	$ 34,758
		4	$ 5,502.07	$ 6,136.01	$ 6,624.31	$ 6,839.52	$ 7,730.09	$ 3,072.13	$ 6,916.67	$ 7,713.60	$ 8,327.44	$ 8,597.98	$ 9,717.52	$ 3,861.99	0	0	0	0	0	1	$ 36,866	$ 46,344
		5	$ 6,877.61	$ 7,670.01	$ 8,280.39	$ 8,549.38	$ 9,662.57	$ 3,840.16	$ 8,645.87	$ 9,642.00	$ 10,409.31	$ 10,747.46	$ 12,146.85	$ 4,827.48	0	0	0	0	0	0	$ -	$ -
		6	$ 8,253.08	$ 9,204.01	$ 9,936.47	$ 10,259.25	$ 11,595.08	$ 4,608.25	$ 10,374.98	$ 11,570.39	$ 12,491.17	$ 12,896.94	$ 14,576.22	$ 5,793.05	0	0	0	0	0	0	$ -	$ -
Bin Service - Solid Waste	8 cubic yard container	1	$ 1,833.99	$ 2,045.33	$ 2,208.08	$ 2,279.84	$ 2,576.71	$ 1,024.05	$ 2,305.52	$ 2,571.19	$ 2,775.79	$ 2,865.99	$ 3,239.19	$ 1,287.34	1	0	0	1	1	1	$ 92,575	$ 116,376
		2	$ 3,668.06	$ 4,090.64	$ 4,416.20	$ 4,559.68	$ 5,153.36	$ 2,048.10	$ 4,611.13	$ 5,142.36	$ 5,551.62	$ 5,731.99	$ 6,478.31	$ 2,574.67	0	0	1	0	2	4	$ 274,984	$ 345,683
		3	$ 5,502.07	$ 6,136.01	$ 6,624.31	$ 6,839.52	$ 7,730.09	$ 3,072.13	$ 6,916.67	$ 7,713.60	$ 8,327.44	$ 8,597.98	$ 9,717.52	$ 3,861.99	0	0	0	2	0	2	$ 237,880	$ 299,039
		4	$ 7,336.11	$ 8,181.39	$ 8,832.41	$ 9,119.36	$ 10,306.73	$ 4,096.18	$ 9,222.25	$ 10,284.85	$ 11,103.25	$ 11,463.98	$ 12,956.63	$ 5,149.32	0	0	0	1	0	1	$ 158,586	$ 199,360
		5	$ 9,170.10	$ 10,226.70	$ 11,040.53	$ 11,399.20	$ 12,883.44	$ 5,120.20	$ 11,527.77	$ 12,856.02	$ 13,879.09	$ 14,329.97	$ 16,195.82	$ 6,436.62	1	1	0	0	0	0	$ 232,762	$ 292,605
		6	$ 11,004.16	$ 12,272.02	$ 13,248.63	$ 13,679.06	$ 15,460.08	$ 6,144.26	$ 13,833.37	$ 15,427.20	$ 16,654.90	$ 17,196.00	$ 19,434.92	$ 7,723.97	0	0	0	0	0	2	$ 147,462	$ 185,375
Bin Service - Solid Waste	10 cubic yard container	1	$ 2,292.53	$ 2,556.68	$ 2,760.14	$ 2,849.81	$ 3,220.86	$ 1,280.06	$ 2,881.95	$ 3,214.01	$ 3,469.78	$ 3,582.51	$ 4,048.95	$ 1,609.17	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Recycling	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	13	21	17	13	5	75	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	1	4	5	1	1	21	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	1	2	2	0	0	4	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	2	0	0	0	1	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	1	0	0	5	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	3	0	0	0	1	$ -	$ -
Bin Service - Recycling	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	23	39	37	16	14	116	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	5	12	12	4	1	32	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	5	9	8	8	2	19	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	6	1	2	0	0	3	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	2	0	2	0	1	3	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	8	0	0	0	5	$ -	$ -
Bin Service - Recycling	3 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	14	11	15	5	11	50	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	6	13	10	1	6	38	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	3	9	1	19	2	20	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	2	4	1	0	0	6	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	1	3	0	0	1	10	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	1	4	0	0	0	9	$ -	$ -
Bin Service - Recycling	4 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	8	7	12	5	5	54	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	10	13	9	7	6	68	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	6	12	6	4	3	56	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	3	9	4	2	1	15	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	5	0	8	2	4	36	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	8	14	6	0	0	32	$ -	$ -
Bin Service - Recycling	6 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	2	2	1	0	3	9	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	2	0	1	1	0	3	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	1	1	0	2	7	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	2	0	1	0	0	1	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	1	1	0	0	1	2	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Recycling	8 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	1	0	0	3	0	2	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	1	3	2	0	5	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	1	0	10	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	1	2	0	0	1	1	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	1	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	1	1	$ -	$ -
Bin Service - Recycling	10 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -

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Commercial Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Bin Service - Uncompacted																						
Bin Service - Organics	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	3 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	4 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	6 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	8 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Organics	10 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Bin Service - Food Waste	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	3	5	1	2		7	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	1	1	2	1	1	6	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	3		1			5	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -		3				1	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -		2	2			7	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -							$ -	$ -
Bin Service - Food Waste	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	5	2	6	3	2	7	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	6	1	2	2	9	14	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	10	2	5	2		15	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -			2			1	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	2	1				1	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -							$ -	$ -

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Commercial Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Bin Service - Compacted																						
Compacted Bin Service - Solid Waste	1.5 cubic yard container	1	$ 158.68	$ 177.03	$ 191.10	$ 197.29	$ 222.96	$ 88.59	$ 199.48	$ 222.55	$ 240.23	$ 248.01	$ 280.28	$ 111.37				0	0		$ -	$ -
		2	$ 317.36	$ 354.06	$ 382.20	$ 394.58	$ 445.92	$ 177.18	$ 398.95	$ 445.09	$ 480.46	$ 496.03	$ 560.57	$ 222.73				0	0		$ -	$ -
		3	$ 476.04	$ 531.09	$ 573.30	$ 591.87	$ 668.88	$ 265.77	$ 598.43	$ 667.64	$ 720.70	$ 744.04	$ 840.85	$ 334.10				0	0		$ -	$ -
		4	$ 634.72	$ 708.12	$ 764.40	$ 789.16	$ 891.84	$ 354.36	$ 797.91	$ 890.18	$ 960.93	$ 992.06	$ 1,121.14	$ 445.47				0	0		$ -	$ -
		5	$ 793.40	$ 885.15	$ 955.50	$ 986.45	$ 1,114.80	$ 442.95	$ 997.39	$ 1,112.73	$ 1,201.16	$ 1,240.07	$ 1,401.42	$ 556.83				0	0		$ -	$ -
		6	$ 952.08	$ 1,062.18	$ 1,146.60	$ 1,183.74	$ 1,337.76	$ 531.54	$ 1,196.86	$ 1,335.27	$ 1,441.39	$ 1,488.08	$ 1,681.70	$ 668.20				0	0		$ -	$ -
Compacted Bin Service - Solid Waste	2 cubic yard container	1	$ 211.59	$ 235.97	$ 254.79	$ 263.05	$ 297.32	$ 118.13	$ 265.99	$ 296.64	$ 320.30	$ 330.68	$ 373.76	$ 148.50	4			0	0	7	$ 20,079	$ 25,242
		2	$ 423.18	$ 471.94	$ 509.58	$ 526.10	$ 594.64	$ 236.26	$ 531.98	$ 593.28	$ 640.59	$ 661.36	$ 747.52	$ 297.00	2		1	0	0	2	$ 21,942	$ 27,583
		3	$ 634.77	$ 707.91	$ 764.37	$ 789.15	$ 891.96	$ 354.39	$ 797.97	$ 889.92	$ 960.89	$ 992.04	$ 1,121.29	$ 445.50			2	0	0	6	$ 43,861	$ 55,138
		4	$ 846.36	$ 943.88	$ 1,019.16	$ 1,052.20	$ 1,189.28	$ 472.52	$ 1,063.96	$ 1,186.55	$ 1,281.19	$ 1,322.72	$ 1,495.05	$ 594.01				0	0	2	$ 11,340	$ 14,256
		5	$ 1,057.95	$ 1,179.85	$ 1,273.95	$ 1,315.25	$ 1,486.60	$ 590.65	$ 1,329.95	$ 1,483.19	$ 1,601.49	$ 1,653.41	$ 1,868.81	$ 742.51				0	0		$ -	$ -
		6	$ 1,269.54	$ 1,415.82	$ 1,528.74	$ 1,578.30	$ 1,783.92	$ 708.78	$ 1,595.94	$ 1,779.83	$ 1,921.78	$ 1,984.09	$ 2,242.57	$ 891.01				0	0	3	$ 25,516	$ 32,076
Compacted Bin Service - Solid Waste	3 cubic yard container	1	$ 317.46	$ 354.02	$ 382.14	$ 394.58	$ 445.99	$ 177.23	$ 399.08	$ 445.04	$ 480.39	$ 496.03	$ 560.66	$ 222.80			2	0	0	4	$ 17,678	$ 22,224
		2	$ 634.92	$ 708.04	$ 764.28	$ 789.16	$ 891.98	$ 354.46	$ 798.16	$ 890.08	$ 960.78	$ 992.06	$ 1,121.31	$ 445.59				0	0	1	$ 4,254	$ 5,347
		3	$ 952.38	$ 1,062.06	$ 1,146.42	$ 1,183.74	$ 1,337.97	$ 531.69	$ 1,197.24	$ 1,335.12	$ 1,441.17	$ 1,488.08	$ 1,681.97	$ 668.39				0	0	2	$ 12,761	$ 16,041
		4	$ 1,269.84	$ 1,416.08	$ 1,528.56	$ 1,578.32	$ 1,783.96	$ 708.92	$ 1,596.32	$ 1,780.16	$ 1,921.56	$ 1,984.11	$ 2,242.62	$ 891.19	1	1		0	0		$ 32,231	$ 40,518
		5	$ 1,587.30	$ 1,770.10	$ 1,910.70	$ 1,972.90	$ 2,229.95	$ 886.15	$ 1,995.40	$ 2,225.20	$ 2,401.95	$ 2,480.14	$ 2,803.28	$ 1,113.98				0	0		$ -	$ -
		6	$ 1,904.76	$ 2,124.12	$ 2,292.84	$ 2,367.48	$ 2,675.94	$ 1,063.38	$ 2,394.48	$ 2,670.24	$ 2,882.34	$ 2,976.17	$ 3,363.93	$ 1,336.78				0	0		$ -	$ -
Compacted Bin Service - Solid Waste	4 cubic yard container	1	$ 423.29	$ 472.00	$ 509.56	$ 526.16	$ 594.59	$ 236.30	$ 532.12	$ 593.35	$ 640.57	$ 661.44	$ 747.46	$ 297.05	0	1	0	0	0		$ 5,664	$ 7,120
		2	$ 846.58	$ 944.00	$ 1,019.12	$ 1,052.32	$ 1,189.18	$ 472.60	$ 1,064.24	$ 1,186.71	$ 1,281.14	$ 1,322.88	$ 1,494.92	$ 594.11	0	1	0	0	0		$ 11,328	$ 14,240
		3	$ 1,269.87	$ 1,416.00	$ 1,528.68	$ 1,578.48	$ 1,783.77	$ 708.90	$ 1,596.36	$ 1,780.06	$ 1,921.71	$ 1,984.31	$ 2,242.38	$ 891.16	0		0	0	0		$ -	$ -
		4	$ 1,693.16	$ 1,888.00	$ 2,038.24	$ 2,104.64	$ 2,378.36	$ 945.20	$ 2,128.48	$ 2,373.41	$ 2,562.28	$ 2,645.75	$ 2,989.84	$ 1,188.21	0		0	0	0		$ -	$ -
		5	$ 2,116.45	$ 2,360.00	$ 2,547.80	$ 2,630.80	$ 2,972.95	$ 1,181.50	$ 2,660.60	$ 2,966.76	$ 3,202.85	$ 3,307.19	$ 3,737.31	$ 1,485.27	0		0	0	0		$ -	$ -
		6	$ 2,539.74	$ 2,832.00	$ 3,057.36	$ 3,156.96	$ 3,567.54	$ 1,417.80	$ 3,192.72	$ 3,560.12	$ 3,843.42	$ 3,968.63	$ 4,484.77	$ 1,782.32	0		0	0	0	1	$ 17,014	$ 21,388
Compacted Bin Service - Solid Waste	6 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
Compacted Bin Service - Solid Waste	8 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
Compacted Bin Service - Solid Waste	10 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Recycling	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
Compacted Bin Service - Recycling	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	1	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
Compacted Bin Service - Recycling	3 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	1	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	2	0	0	0	0		$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	1	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
Compacted Bin Service - Recycling	4 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	1	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0		$ -	$ -
Compacted Bin Service - Recycling	6 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Recycling	8 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Recycling	10 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -

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Commercial Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Bin Service - Compacted																						
Compacted Bin Service - Organics	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Organics	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Organics	3 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Organics	4 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Organics	6 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Organics	8 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Organics	10 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Food Waste	1 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Compacted Bin Service - Food Waste	2 cubic yard container	1							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		2							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		3							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		4							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		5							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
		6							$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -

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Commercial Service Levels

Form 8

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
			Current Monthly Rates						Preliminary Monthly Rates						Number of Accounts							
Reoccuring Ancillary Serivces																						
Push/Pull Service, Bin or Cart (Distance in	0 to 25	1x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
Linear Feet)	0 to 25	2x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
	0 to 25	3x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
	0 to 25	4x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
	0 to 25	5x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
	0 to 25	6x/week	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	0	0	0	0	$ -	$ -
	26 to 50	1x/week	$ 19.33	$ 19.33	$ 19.33	$ 19.33	$ 19.33	$ 19.33	$ 24.30	$ 24.30	$ 24.30	$ 24.30	$ 24.30	$ 24.30	0	0	0	0	0	0	$ -	$ -
	26 to 50	2x/week	$ 38.65	$ 38.65	$ 38.65	$ 38.65	$ 38.65	$ 38.65	$ 48.59	$ 48.59	$ 48.59	$ 48.59	$ 48.59	$ 48.59	0	0	0	0	0	0	$ -	$ -
	26 to 50	3x/week	$ 57.98	$ 57.98	$ 57.98	$ 57.98	$ 57.98	$ 57.98	$ 72.89	$ 72.89	$ 72.89	$ 72.89	$ 72.89	$ 72.89	0	0	0	0	0	0	$ -	$ -
	26 to 50	4x/week	$ 77.30	$ 77.30	$ 77.30	$ 77.30	$ 77.30	$ 77.30	$ 97.17	$ 97.17	$ 97.17	$ 97.17	$ 97.17	$ 97.17	0	0	0	0	0	0	$ -	$ -
	26 to 50	5x/week	$ 96.63	$ 96.63	$ 96.63	$ 96.63	$ 96.63	$ 96.63	$ 121.47	$ 121.47	$ 121.47	$ 121.47	$ 121.47	$ 121.47	0	0	0	0	0	0	$ -	$ -
	26 to 50	6x/week	$ 115.94	$ 115.94	$ 115.94	$ 115.94	$ 115.94	$ 115.94	$ 145.75	$ 145.75	$ 145.75	$ 145.75	$ 145.75	$ 145.75	0	0	0	0	0	0	$ -	$ -
	51 to 100	1x/week	$ 38.66	$ 38.66	$ 38.66	$ 38.66	$ 38.66	$ 38.66	$ 48.60	$ 48.60	$ 48.60	$ 48.60	$ 48.60	$ 48.60	0	0	0	0	0	0	$ -	$ -
	51 to 100	2x/week	$ 77.32	$ 77.32	$ 77.32	$ 77.32	$ 77.32	$ 77.32	$ 97.20	$ 97.20	$ 97.20	$ 97.20	$ 97.20	$ 97.20	0	0	0	0	0	0	$ -	$ -
	51 to 100	3x/week	$ 115.98	$ 115.98	$ 115.98	$ 115.98	$ 115.98	$ 115.98	$ 145.80	$ 145.80	$ 145.80	$ 145.80	$ 145.80	$ 145.80	0	0	0	0	0	0	$ -	$ -
	51 to 100	4x/week	$ 154.63	$ 154.63	$ 154.63	$ 154.63	$ 154.63	$ 154.63	$ 194.39	$ 194.39	$ 194.39	$ 194.39	$ 194.39	$ 194.39	0	0	0	0	0	0	$ -	$ -
	51 to 100	5x/week	$ 193.29	$ 193.29	$ 193.29	$ 193.29	$ 193.29	$ 193.29	$ 242.99	$ 242.99	$ 242.99	$ 242.99	$ 242.99	$ 242.99	0	0	0	0	0	0	$ -	$ -
	51 to 100	6x/week	$ 231.95	$ 231.95	$ 231.95	$ 231.95	$ 231.95	$ 231.95	$ 291.59	$ 291.59	$ 291.59	$ 291.59	$ 291.59	$ 291.59	0	0	0	0	0	0	$ -	$ -
	101 or greater	1x/week	$ 57.99	$ 57.99	$ 57.99	$ 57.99	$ 57.99	$ 57.99	$ 72.90	$ 72.90	$ 72.90	$ 72.90	$ 72.90	$ 72.90	0	0	0	0	0	0	$ -	$ -
	101 or greater	2x/week	$ 115.96	$ 115.96	$ 115.96	$ 115.96	$ 115.96	$ 115.96	$ 145.77	$ 145.77	$ 145.77	$ 145.77	$ 145.77	$ 145.77	0	0	0	0	0	0	$ -	$ -
	101 or greater	3x/week	$ 173.95	$ 173.95	$ 173.95	$ 173.95	$ 173.95	$ 173.95	$ 218.67	$ 218.67	$ 218.67	$ 218.67	$ 218.67	$ 218.67	0	0	0	0	0	0	$ -	$ -
	101 or greater	4x/week	$ 231.93	$ 231.93	$ 231.93	$ 231.93	$ 231.93	$ 231.93	$ 291.56	$ 291.56	$ 291.56	$ 291.56	$ 291.56	$ 291.56	0	0	0	0	0	0	$ -	$ -
	101 or greater	5x/week	$ 289.92	$ 289.92	$ 289.92	$ 289.92	$ 289.92	$ 289.92	$ 364.46	$ 364.46	$ 364.46	$ 364.46	$ 364.46	$ 364.46	0	0	0	0	0	0	$ -	$ -
	101 or greater	6x/week	$ 347.90	$ 347.90	$ 347.90	$ 347.90	$ 347.90	$ 347.90	$ 437.35	$ 437.35	$ 437.35	$ 437.35	$ 437.35	$ 437.35	0	0	0	0	0	0	$ -	$ -
Total Commercial Annual Rate Revenue																					**$ 15,850,867**	**$ 19,926,182**

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Debris Box Service Levels

Form 10

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Rate Period			Currently Rates						Preliminary Rates						Number of Accounts						Annual Rate Revenue	Annual Rate Revenue
Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Current Rates	Preliminary Rates
Compactor	7 Yard	1	$ 3,232.81	$ 3,357.60	$ 3,543.01	$ 3,942.08	$ 4,559.23	$ 3,862.83	$ 4,063.97	$ 4,220.85	$ 4,453.93	$ 4,955.60	$ 5,731.42	$ 4,855.97	0	0	0	0	0	0	$ -	$ -
Permanent	7 Yard	2	$ 6,465.62	$ 6,715.20	$ 7,086.01	$ 7,884.15	$ 9,118.45	$ 7,725.65	$ 8,127.95	$ 8,441.70	$ 8,907.85	$ 9,911.20	$ 11,462.84	$ 9,711.95	0	0	0	0	0	0	$ -	$ -
	7 Yard	3	$ 9,698.42	$ 10,072.80	$ 10,629.02	$ 11,826.23	$ 13,677.68	$ 11,588.48	$ 12,191.92	$ 12,662.55	$ 13,361.78	$ 14,866.80	$ 17,194.26	$ 14,567.92	0	0	0	0	0	0	$ -	$ -
	7 Yard	4	$ 12,931.23	$ 13,430.39	$ 14,172.03	$ 15,768.31	$ 18,236.90	$ 15,451.30	$ 16,255.90	$ 16,883.40	$ 17,815.71	$ 19,822.39	$ 22,925.68	$ 19,423.89	0	0	0	0	0	0	$ -	$ -
	7 Yard	5	$ 16,164.04	$ 16,787.99	$ 17,715.04	$ 19,710.38	$ 22,796.13	$ 19,314.13	$ 20,319.87	$ 21,104.24	$ 22,269.64	$ 24,777.99	$ 28,657.10	$ 24,279.86	0	0	0	0	0	0	$ -	$ -
	7 Yard	6	$ 19,396.85	$ 20,145.59	$ 21,258.04	$ 23,652.46	$ 27,355.36	$ 23,176.96	$ 24,383.85	$ 25,325.09	$ 26,723.56	$ 29,733.59	$ 34,388.51	$ 29,135.84	0	0	0	0	0	0	$ -	$ -
	7 Yard	7	$ 45,259.31	$ 47,006.38	$ 49,602.10	$ 55,189.07	$ 63,829.16	$ 54,079.57	$ 56,895.64	$ 59,091.88	$ 62,354.98	$ 69,378.38	$ 80,239.87	$ 67,983.62	0	0	0	0	0	0	$ -	$ -
	10 Yard	1	$ 4,618.24	$ 4,796.28	$ 5,061.33	$ 5,631.17	$ 6,513.19	$ 5,518.25	$ 5,805.61	$ 6,029.43	$ 6,362.62	$ 7,078.96	$ 8,187.76	$ 6,937.01	0	0	0	0	0	0	$ -	$ -
	10 Yard	2	$ 9,236.48	$ 9,592.57	$ 10,122.67	$ 11,262.33	$ 13,026.38	$ 11,036.50	$ 11,611.22	$ 12,058.85	$ 12,725.24	$ 14,157.92	$ 16,375.51	$ 13,874.02	0	0	0	0	0	0	$ -	$ -
	10 Yard	3	$ 13,854.72	$ 14,388.85	$ 15,184.00	$ 16,893.50	$ 19,539.58	$ 16,554.75	$ 17,416.82	$ 18,088.28	$ 19,087.86	$ 21,236.88	$ 24,563.27	$ 20,811.03	0	0	0	0	0	0	$ -	$ -
	10 Yard	4	$ 18,472.97	$ 19,185.14	$ 20,245.34	$ 22,524.67	$ 26,052.77	$ 22,073.00	$ 23,222.43	$ 24,117.70	$ 25,450.48	$ 28,315.84	$ 32,751.03	$ 27,748.04	0	0	0	0	0	0	$ -	$ -
	10 Yard	5	$ 23,091.21	$ 23,981.42	$ 25,306.67	$ 28,155.83	$ 32,565.96	$ 27,591.24	$ 29,028.04	$ 30,147.13	$ 31,813.10	$ 35,394.80	$ 40,938.79	$ 34,685.05	0	0	0	0	0	0	$ -	$ -
	10 Yard	6	$ 27,709.45	$ 28,777.71	$ 30,368.00	$ 33,787.00	$ 39,079.15	$ 33,109.49	$ 34,833.65	$ 36,176.56	$ 38,175.73	$ 42,473.76	$ 49,126.54	$ 41,622.06	0	0	0	0	0	0	$ -	$ -
	10 Yard	7	$ 64,655.38	$ 67,147.98	$ 70,858.68	$ 78,836.34	$ 91,184.69	$ 77,255.48	$ 81,278.51	$ 84,411.97	$ 89,076.69	$ 99,105.44	$114,628.60	$ 97,118.14	0	0	0	0	0	0	$ -	$ -
	12 Yard	1	$ 5,542.08	$ 5,755.78	$ 6,073.65	$ 6,757.57	$ 7,815.87	$ 6,621.86	$ 6,966.97	$ 7,235.62	$ 7,635.21	$ 8,494.97	$ 9,825.35	$ 8,324.37	0	0	0	0	0	0	$ -	$ -
	12 Yard	2	$ 11,084.16	$ 11,511.57	$ 12,147.31	$ 13,515.15	$ 15,631.73	$ 13,243.73	$ 13,933.94	$ 14,471.23	$ 15,270.42	$ 16,989.94	$ 19,650.70	$ 16,648.74	0	0	0	0	0	0	$ -	$ -
	12 Yard	3	$ 16,626.24	$ 17,267.35	$ 18,220.96	$ 20,272.72	$ 23,447.60	$ 19,865.59	$ 20,900.91	$ 21,706.85	$ 22,905.63	$ 25,484.91	$ 29,476.06	$ 24,973.11	0	0	0	0	0	0	$ -	$ -
	12 Yard	4	$ 22,168.32	$ 23,023.14	$ 24,294.61	$ 27,030.29	$ 31,263.46	$ 26,487.46	$ 27,867.88	$ 28,942.47	$ 30,540.84	$ 33,979.88	$ 39,301.41	$ 33,297.47	0	0	0	0	0	0	$ -	$ -
	12 Yard	5	$ 27,710.40	$ 28,778.92	$ 30,368.26	$ 33,787.87	$ 39,079.33	$ 33,109.32	$ 34,834.84	$ 36,178.08	$ 38,176.05	$ 42,474.85	$ 49,126.76	$ 41,621.84	0	0	0	0	0	0	$ -	$ -
	12 Yard	6	$ 33,252.48	$ 34,534.70	$ 36,441.92	$ 40,545.44	$ 46,895.19	$ 39,731.18	$ 41,801.81	$ 43,413.70	$ 45,811.26	$ 50,969.82	$ 58,952.11	$ 49,946.21	0	0	0	0	0	0	$ -	$ -
	12 Yard	7	$ 77,589.12	$ 80,580.97	$ 85,031.14	$ 94,606.03	$109,422.12	$ 92,706.09	$ 97,537.56	$101,298.63	$106,892.95	$118,929.58	$137,554.93	$ 116,541.16	0	0	0	0	0	0	$ -	$ -
	14 Yard	1	$ 6,465.70	$ 6,715.11	$ 7,085.75	$ 7,883.85	$ 9,118.32	$ 7,725.48	$ 8,128.06	$ 8,441.59	$ 8,907.53	$ 9,910.82	$ 11,462.67	$ 9,711.73	0	0	0	0	0	0	$ -	$ -
	14 Yard	2	$ 12,931.41	$ 13,430.22	$ 14,171.51	$ 15,767.70	$ 18,236.64	$ 15,450.96	$ 16,256.12	$ 16,883.18	$ 17,815.06	$ 19,821.63	$ 22,925.35	$ 19,423.45	0	0	0	0	0	0	$ -	$ -
	14 Yard	3	$ 19,397.11	$ 20,145.33	$ 21,257.26	$ 23,651.55	$ 27,354.97	$ 23,176.44	$ 24,384.17	$ 25,324.77	$ 26,722.58	$ 29,732.45	$ 34,388.02	$ 29,135.18	0	0	0	0	0	0	$ -	$ -
	14 Yard	4	$ 25,862.81	$ 26,860.44	$ 28,343.02	$ 31,535.40	$ 36,473.29	$ 30,901.92	$ 32,512.23	$ 33,766.36	$ 35,630.11	$ 39,643.26	$ 45,850.70	$ 38,846.91	0	0	0	0	0	0	$ -	$ -
	14 Yard	5	$ 32,328.51	$ 33,575.55	$ 35,428.77	$ 39,419.25	$ 45,591.61	$ 38,627.40	$ 40,640.29	$ 42,207.94	$ 44,537.64	$ 49,554.08	$ 57,313.37	$ 48,558.64	0	0	0	0	0	0	$ -	$ -
	14 Yard	6	$ 38,794.22	$ 40,290.66	$ 42,514.53	$ 47,303.10	$ 54,709.93	$ 46,352.87	$ 48,768.35	$ 50,649.53	$ 53,445.17	$ 59,464.90	$ 68,776.05	$ 58,270.36	0	0	0	0	0	0	$ -	$ -
	14 Yard	7	$ 90,519.84	$ 94,011.54	$ 99,200.57	$110,373.90	$127,656.51	$108,156.71	$113,792.81	$118,182.24	$124,705.39	$138,751.43	$160,477.45	$ 135,964.18	0	0	0	0	0	0	$ -	$ -
	15 Yard	1	$ 6,927.51	$ 7,194.69	$ 7,592.11	$ 8,447.10	$ 9,769.83	$ 8,277.29	$ 8,708.60	$ 9,044.47	$ 9,544.07	$ 10,618.88	$ 12,281.69	$ 10,405.41	0	0	0	0	0	0	$ -	$ -
	15 Yard	2	$ 13,855.03	$ 14,389.37	$ 15,184.22	$ 16,894.19	$ 19,539.66	$ 16,554.57	$ 17,417.20	$ 18,088.93	$ 19,088.14	$ 21,237.75	$ 24,563.38	$ 20,810.81	0	0	0	0	0	0	$ -	$ -
	15 Yard	3	$ 20,782.54	$ 21,584.06	$ 22,776.33	$ 25,341.29	$ 29,309.50	$ 24,831.86	$ 26,125.81	$ 27,133.40	$ 28,632.20	$ 31,856.63	$ 36,845.07	$ 31,216.22	0	0	0	0	0	0	$ -	$ -
	15 Yard	4	$ 27,710.05	$ 28,778.75	$ 30,368.44	$ 33,788.39	$ 39,079.33	$ 33,109.15	$ 34,834.41	$ 36,177.86	$ 38,176.27	$ 42,475.50	$ 49,126.76	$ 41,621.63	0	0	0	0	0	0	$ -	$ -
	15 Yard	5	$ 34,637.57	$ 35,973.43	$ 37,960.55	$ 42,235.48	$ 48,849.16	$ 41,386.43	$ 43,543.01	$ 45,222.33	$ 47,720.34	$ 53,094.38	$ 61,408.45	$ 52,027.03	0	0	0	0	0	0	$ -	$ -
	15 Yard	6	$ 41,565.08	$ 43,168.12	$ 45,552.66	$ 50,682.58	$ 58,618.99	$ 49,663.72	$ 52,251.61	$ 54,266.80	$ 57,264.41	$ 63,713.25	$ 73,690.14	$ 62,432.44	0	0	0	0	0	0	$ -	$ -
	15 Yard	7	$ 96,985.19	$100,725.61	$106,289.53	$118,259.36	$136,777.64	$115,882.01	$121,920.43	$126,622.52	$133,616.95	$148,664.26	$171,943.66	$ 145,675.69	0	0	0	0	0	0	$ -	$ -
	16 Yard	1	$ 7,389.32	$ 7,674.61	$ 8,098.25	$ 9,010.21	$ 10,421.30	$ 8,829.27	$ 9,289.15	$ 9,647.78	$ 10,180.34	$ 11,326.77	$ 13,100.65	$ 11,099.30	0	0	0	0	0	0	$ -	$ -
	16 Yard	2	$ 14,778.65	$ 15,349.22	$ 16,196.49	$ 18,020.43	$ 20,842.60	$ 17,658.53	$ 18,578.29	$ 19,295.56	$ 20,360.67	$ 22,653.54	$ 26,201.30	$ 22,198.61	0	0	0	0	0	0	$ -	$ -
	16 Yard	3	$ 22,167.97	$ 23,023.83	$ 24,294.74	$ 27,030.64	$ 31,263.89	$ 26,487.80	$ 27,867.44	$ 28,943.34	$ 30,541.01	$ 33,980.31	$ 39,301.95	$ 33,297.91	0	0	0	0	0	0	$ -	$ -
	16 Yard	4	$ 29,557.30	$ 30,698.44	$ 32,392.99	$ 36,040.85	$ 41,685.19	$ 35,317.07	$ 37,156.59	$ 38,591.12	$ 40,721.34	$ 45,307.09	$ 52,402.60	$ 44,397.21	0	0	0	0	0	0	$ -	$ -
	16 Yard	5	$ 36,946.62	$ 38,373.05	$ 40,491.24	$ 45,051.07	$ 52,106.49	$ 44,146.34	$ 46,445.73	$ 48,238.90	$ 50,901.68	$ 56,633.86	$ 65,503.26	$ 55,496.52	0	0	0	0	0	0	$ -	$ -
	16 Yard	6	$ 44,335.95	$ 46,047.66	$ 48,589.48	$ 54,061.28	$ 62,527.79	$ 52,975.60	$ 55,734.88	$ 57,886.67	$ 61,082.01	$ 67,960.63	$ 78,603.91	$ 66,595.82	0	0	0	0	0	0	$ -	$ -
	16 Yard	7	$103,450.55	$107,444.53	$113,375.46	$126,142.99	$145,898.18	$123,609.74	$130,048.05	$135,068.91	$142,524.69	$158,574.80	$183,409.12	$ 155,390.25	0	0	0	0	0	0	$ -	$ -
	20 Yard	1	$ 9,236.66	$ 9,593.22	$ 10,122.84	$ 11,263.03	$ 13,026.21	$ 11,036.67	$ 11,611.43	$ 12,059.67	$ 12,725.46	$ 14,158.79	$ 16,375.30	$ 13,874.24	0	0	0	0	0	0	$ -	$ -
	20 Yard	2	$ 18,473.31	$ 19,186.44	$ 20,245.68	$ 22,526.05	$ 26,052.42	$ 22,073.34	$ 23,222.87	$ 24,119.34	$ 25,450.92	$ 28,317.58	$ 32,750.59	$ 27,748.48	0	0	0	0	0	0	$ -	$ -
	20 Yard	3	$ 27,709.97	$ 28,779.66	$ 30,368.52	$ 33,789.08	$ 39,078.63	$ 33,110.01	$ 34,834.30	$ 36,179.01	$ 38,176.38	$ 42,476.37	$ 49,125.89	$ 41,622.72	0	0	0	0	0	0	$ -	$ -
	20 Yard	4	$ 36,946.62	$ 38,372.87	$ 40,491.37	$ 45,052.11	$ 52,104.84	$ 44,146.68	$ 46,445.73	$ 48,238.68	$ 50,901.84	$ 56,635.16	$ 65,501.19	$ 55,496.95	0	0	0	0	0	0	$ -	$ -
	20 Yard	5	$ 46,183.28	$ 47,966.09	$ 50,614.21	$ 56,315.13	$ 65,131.06	$ 55,183.35	$ 58,057.17	$ 60,298.35	$ 63,627.30	$ 70,793.96	$ 81,876.48	$ 69,371.19	0	0	0	0	0	0	$ -	$ -
	20 Yard	6	$ 55,419.94	$ 57,559.31	$ 60,737.05	$ 67,578.16	$ 78,157.27	$ 66,220.03	$ 69,668.60	$ 72,358.02	$ 76,352.76	$ 84,952.75	$ 98,251.78	$ 83,245.43	0	0	0	0	0	0	$ -	$ -
	20 Yard	7	$129,313.19	$134,305.06	$141,719.78	$157,682.38	$182,366.96	$154,513.39	$162,560.07	$168,835.37	$178,156.44	$198,223.08	$229,254.15	$ 194,239.34	0	0	0	0	0	0	$ -	$ -
	25 Yard	1	$ 11,545.80	$ 11,991.45	$ 12,653.27	$ 14,078.44	$ 16,282.85	$ 13,795.75	$ 14,514.26	$ 15,074.49	$ 15,906.47	$ 17,698.05	$ 20,469.23	$ 17,342.69	0	0	0	0	0	0	$ -	$ -
	25 Yard	2	$ 23,091.60	$ 23,982.90	$ 25,306.54	$ 28,156.87	$ 32,565.70	$ 27,591.50	$ 29,028.53	$ 30,148.98	$ 31,812.94	$ 35,396.11	$ 40,938.46	$ 34,685.38	0	0	0	0	0	0	$ -	$ -
	25 Yard	3	$ 34,637.40	$ 35,974.34	$ 37,959.81	$ 42,235.31	$ 48,848.55	$ 41,387.26	$ 43,542.79	$ 45,223.47	$ 47,719.41	$ 53,094.16	$ 61,407.69	$ 52,028.07	0	0	0	0	0	0	$ -	$ -
	25 Yard	4	$ 46,183.19	$ 47,965.79	$ 50,613.08	$ 56,313.75	$ 65,131.40	$ 55,183.01	$ 58,057.06	$ 60,297.97	$ 63,625.88	$ 70,792.21	$ 81,876.92	$ 69,370.76	0	0	0	0	0	0	$ -	$ -
	25 Yard	5	$ 57,728.99	$ 59,957.24	$ 63,266.35	$ 70,392.18	$ 81,414.25	$ 68,978.76	$ 72,571.32	$ 75,372.46	$ 79,532.35	$ 88,490.27	$102,346.15	$ 86,713.44	0	0	0	0	0	0	$ -	$ -
	25 Yard	6	$ 69,274.79	$ 71,948.69	$ 75,919.62	$ 84,470.62	$ 97,697.10	$ 82,774.51	$ 87,085.59	$ 90,446.95	$ 95,438.82	$106,188.32	$122,815.38	$ 104,056.13	0	0	0	0	0	0	$ -	$ -
	25 Yard	7	$161,641.18	$167,880.27	$177,145.78	$197,098.12	$227,959.91	$193,140.53	$203,199.70	$211,042.88	$222,690.59	$247,772.74	$286,569.21	$ 242,797.65	0	0	0	0	0	0	$ -	$ -
	30 Yard	1	$ 13,855.03	$ 14,389.72	$ 15,183.96	$ 16,894.11	$ 19,539.62	$ 16,554.75	$ 17,417.20	$ 18,089.37	$ 19,087.81	$ 21,237.64	$ 24,563.33	$ 20,811.03	0	0	0	0	0	0	$ -	$ -
	30 Yard	2	$ 27,710.05	$ 28,779.44	$ 30,367.92	$ 33,788.21	$ 39,079.24	$ 33,109.49	$ 34,834.41	$ 36,178.74	$ 38,175.62	$ 42,475.28	$ 49,126.65	$ 41,622.06	0	0	0	0	0	0	$ -	$ -
	30 Yard	3	$ 41,565.08	$ 43,169.16	$ 45,551.88	$ 50,682.32	$ 58,618.86	$ 49,664.24	$ 52,251.61	$ 54,268.10	$ 57,263.43	$ 63,712.93	$ 73,689.98	$ 62,433.09	0	0	0	0	0	0	$ -	$ -
	30 Yard	4	$ 55,420.11	$ 57,558.88	$ 60,735.83	$ 67,576.43	$ 78,158.48	$ 66,218.99	$ 69,668.82	$ 72,357.47	$ 76,351.23	$ 84,950.57	$ 98,253.30	$ 83,244.12	0	0	0	0	0	0	$ -	$ -
	30 Yard	5	$ 69,275.14	$ 71,948.60	$ 75,919.79	$ 84,470.54	$ 97,698.10	$ 82,773.73	$ 87,086.02	$ 90,446.84	$ 95,439.04	$106,188.21	$122,816.63	$ 104,055.15	0	0	0	0	0	0	$ -	$ -
	30 Yard	6	$ 83,130.16	$ 86,338.32	$ 91,103.75	$101,364.64	$117,237.72	$ 99,328.48	$104,503.23	$108,536.21	$114,526.85	$127,425.85	$147,379.96	$ 124,866.18	0	0	0	0	0	0	$ -	$ -
	30 Yard	7	$193,970.38	$201,456.08	$212,575.42	$236,517.50	$273,554.68	$231,766.45	$243,840.86	$253,251.15	$267,229.32	$297,326.99	$343,886.56	$ 291,354.43	0	0	0	0	0	0	$ -	$ -
	32 Yard	1	$ 14,778.65	$ 15,349.05	$ 16,196.36	$ 18,020.51	$ 20,842.12	$ 17,658.36	$ 18,578.29	$ 19,295.34	$ 20,360.51	$ 22,653.65	$ 26,200.70	$ 22,198.39	0	0	0	0	0	0	$ -	$ -
	32 Yard	2	$ 29,557.30	$ 30,698.09	$ 32,392.73	$ 36,041.03	$ 41,684.24	$ 35,316.72	$ 37,156.59	$ 38,590.68	$ 40,721.01	$ 45,307.30	$ 52,401.41	$ 44,396.78	0	0	0	0	0	0	$ -	$ -
	32 Yard	3	$ 44,335.95	$ 46,047.14	$ 48,589.09	$ 54,061.54	$ 62,526.36	$ 52,975.08	$ 55,734.88	$ 57,886.02	$ 61,081.52	$ 67,960.96	$ 78,602.11	$ 66,595.17	0	0	0	0	0	0	$ -	$ -
	32 Yard	4	$ 59,114.60	$ 61,396.18	$ 64,785.46	$ 72,082.05	$ 83,368.48	$ 70,633.45	$ 74,313.17	$ 77,181.36	$ 81,442.03	$ 90,614.61	$104,802.81	$ 88,793.56	0	0	0	0	0	0	$ -	$ -
	32 Yard	5	$ 73,893.25	$ 76,745.23	$ 80,981.82	$ 90,102.57	$104,210.60	$ 88,291.81	$ 92,891.47	$ 96,476.70	$101,802.53	$113,268.26	$131,003.52	$ 110,991.95	0	0	0	0	0	0	$ -	$ -
	32 Yard	6	$ 88,671.90	$ 92,094.28	$ 97,178.18	$108,123.08	$125,052.72	$105,950.17	$111,469.76	$115,772.04	$122,163.04	$135,921.91	$157,204.22	$ 133,190.33	0	0	0	0	0	0	$ -	$ -
	32 Yard	7	$206,901.10	$214,886.64	$226,749.10	$252,287.19	$291,789.68	$247,217.06	$260,096.10	$270,134.76	$285,047.10	$317,151.13	$366,809.84	$ 310,777.45	0	0	0	0	0	0	$ -	$ -
	40 yard	1	$ 18,473.23	$ 19,186.18	$ 20,245.29	$ 22,525.58	$ 26,052.77	$ 22,072.95	$ 23,222.76	$ 24,119.01	$ 25,450.43	$ 28,316.98	$ 32,751.03	$ 27,747.99	0	0	0	0	0	0	$ -	$ -
	40 yard	2	$ 36,946.45	$ 38,372.35	$ 40,490.59	$ 45,051.15	$ 52,105.54	$ 44,145.90	$ 46,445.52	$ 48,238.02	$ 50,900.86	$ 56,633.97	$ 65,502.06	$ 55,495.97	0	0	0	0	0	0	$ -	$ -
	40 yard	3	$ 55,419.68	$ 57,558.53	$ 60,735.88	$ 67,576.73	$ 78,158.31	$ 66,218.86	$ 69,668.27	$ 72,357.04	$ 76,351.29	$ 84,950.95	$ 98,253.09	$ 83,243.96	0	0	0	0	0	0	$ -	$ -
	40 yard	4	$ 73,892.90	$ 76,744.71	$ 80,981.17	$ 90,102.31	$104,211.08	$ 88,291.81	$ 92,891.03	$ 96,476.05	$101,801.72	$113,267.93	$131,004.12	$ 110,991.95	0	0	0	0	0	0	$ -	$ -
	40 yard	5	$ 92,366.13	$ 95,930.89	$101,226.46	$112,627.89	$130,263.85	$110,364.76	$116,113.79	$120,595.06	$127,252.15	$141,584.92	$163,755.14	$ 138,739.93	0	0	0	0	0	0	$ -	$ -
	40 yard	6	$110,839.35	$115,117.06	$121,471.76	$135,153.46	$156,316.61	$132,437.71	$139,336.55	$144,714.07	$152,702.58	$169,901.90	$196,506.17	$ 166,487.92	0	0	0	0	0	0	$ -	$ -
	40 yard	7	$258,625.16	$268,606.48	$283,434.10	$315,358.08	$364,738.77	$309,021.33	$325,118.61	$337,666.17	$356,306.01	$396,437.76	$458,514.40	$ 388,471.81	0	0	0	0	0	0	$ -	$ -

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Debris Box Service Levels

Form 10

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Rate Period																							
			Currently Rates						Preliminary Rates						Estimated Annual # of Service Instances						Annual Rate Revenue	Annual Rate Revenue
Size of Container		Service Frequency	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Current Rates	Preliminary Rates
Compactor	7 Yard	Per-pull	$ 746.09	$ 774.89	$ 817.68	$ 909.78	$ 1,052.21	$ 891.49	$ 937.91	$ 974.12	$ 1,027.91	$ 1,143.69	$ 1,322.74	$ 1,120.70	0	0	0	0	0	0	$ -	$ -
Temporary	10 Yard	Per-pull	$ 1,065.83	$ 1,106.92	$ 1,168.09	$ 1,299.60	$ 1,503.16	$ 1,273.54	$ 1,339.86	$ 1,391.51	$ 1,468.41	$ 1,633.73	$ 1,889.63	$ 1,600.97	18	32	79	0	18	210	$ 441,386	$ 554,868
	12 Yard	Per-pull	$ 1,279.04	$ 1,328.36	$ 1,401.72	$ 1,559.56	$ 1,803.80	$ 1,528.24	$ 1,607.89	$ 1,669.89	$ 1,762.11	$ 1,960.53	$ 2,267.56	$ 1,921.16	26	0	0	16	0	26	$ 97,942	$ 123,124
	14 Yard	Per-pull	$ 1,492.20	$ 1,549.76	$ 1,635.30	$ 1,819.49	$ 2,104.39	$ 1,782.94	$ 1,875.85	$ 1,948.21	$ 2,055.74	$ 2,287.29	$ 2,645.44	$ 2,241.34	0	0	0	0	0	0	$ -	$ -
	15 Yard	Per-pull	$ 1,598.78	$ 1,660.44	$ 1,752.16	$ 1,949.48	$ 2,254.75	$ 1,910.29	$ 2,009.83	$ 2,087.35	$ 2,202.65	$ 2,450.70	$ 2,834.45	$ 2,401.43	0	87	45	16	0	43	$ 336,640	$ 423,191
	16 Yard	Per-pull	$ 1,705.36	$ 1,771.20	$ 1,868.97	$ 2,079.44	$ 2,405.10	$ 2,037.68	$ 2,143.81	$ 2,226.58	$ 2,349.49	$ 2,614.07	$ 3,023.46	$ 2,561.57	0	0	0	0	0	52	$ 105,959	$ 133,202
	20 Yard	Per-pull	$ 2,131.70	$ 2,213.99	$ 2,336.22	$ 2,599.36	$ 3,006.28	$ 2,547.12	$ 2,679.77	$ 2,783.21	$ 2,936.87	$ 3,267.66	$ 3,779.21	$ 3,201.99	20	5	26	37	50	813	$ 2,431,745	$ 3,056,955
	25 Yard	Per-pull	$ 2,664.62	$ 2,767.47	$ 2,920.21	$ 3,249.12	$ 3,757.87	$ 3,183.88	$ 3,349.70	$ 3,479.00	$ 3,671.01	$ 4,084.48	$ 4,724.03	$ 4,002.47	0	26	0	0	0	216	$ 759,672	$ 954,987
	30 Yard	Per-pull	$ 3,197.56	$ 3,320.96	$ 3,504.26	$ 3,898.94	$ 4,509.49	$ 3,820.62	$ 4,019.66	$ 4,174.79	$ 4,405.22	$ 4,901.37	$ 5,668.90	$ 4,802.91	20	250	0	21	0	314	$ 2,175,744	$ 2,735,135
	32 Yard	Per-pull	$ 3,410.72	$ 3,542.36	$ 3,737.91	$ 4,158.90	$ 4,810.09	$ 4,075.32	$ 4,287.63	$ 4,453.11	$ 4,698.94	$ 5,228.17	$ 6,046.78	$ 5,123.10	0	0	0	0	0	39	$ 158,937	$ 199,801
	40 yard	Per-pull	$ 4,263.38	$ 4,427.92	$ 4,672.35	$ 5,198.61	$ 6,012.64	$ 5,094.15	$ 5,359.51	$ 5,566.35	$ 5,873.63	$ 6,535.19	$ 7,558.51	$ 6,403.87	0	7	0	43	0	0	$ 254,536	$ 319,978

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Debris Box Service Levels

Form 10

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Size of Container	Rate Period: Service Frequency	Currently Rates: County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Preliminary Rates: County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Number of Accounts: County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Annual Rate Revenue Current Rates	Annual Rate Revenue Preliminary Rates
Loose Debris Boxes	4 Yard	1	$ 1,096.34	$ 1,138.76	$ 1,201.41	$ 1,336.82	$ 1,546.27	$ 1,309.91	$ 1,378.21	$ 1,431.53	$ 1,510.30	$ 1,680.52	$ 1,943.83	$ 1,646.69	0	0	0	0	0	0	$ -	$ -
Permanent	4 Yard	2	$ 2,192.67	$ 2,277.51	$ 2,402.82	$ 2,673.63	$ 3,092.55	$ 2,619.82	$ 2,756.41	$ 2,863.07	$ 3,020.60	$ 3,361.04	$ 3,887.65	$ 3,293.38	0	0	0	0	0	0	$ -	$ -
	4 Yard	3	$ 3,289.01	$ 3,416.27	$ 3,604.23	$ 4,010.45	$ 4,638.82	$ 3,929.73	$ 4,134.62	$ 4,294.60	$ 4,530.89	$ 5,041.55	$ 5,831.48	$ 4,940.07	0	0	0	0	0	0	$ -	$ -
	4 Yard	4	$ 4,385.34	$ 4,555.02	$ 4,805.64	$ 5,347.27	$ 6,185.10	$ 5,239.64	$ 5,512.83	$ 5,726.14	$ 6,041.19	$ 6,722.07	$ 7,775.31	$ 6,586.77	0	0	0	0	0	0	$ -	$ -
	4 Yard	5	$ 5,481.68	$ 5,693.78	$ 6,007.05	$ 6,684.09	$ 7,731.37	$ 6,549.55	$ 6,891.04	$ 7,157.67	$ 7,551.49	$ 8,402.59	$ 9,719.14	$ 8,233.46	0	0	0	0	0	0	$ -	$ -
	4 Yard	6	$ 6,578.01	$ 6,832.53	$ 7,208.47	$ 8,020.90	$ 9,277.65	$ 7,859.46	$ 8,269.24	$ 8,589.20	$ 9,061.79	$ 10,083.11	$ 11,662.96	$ 9,880.15	0	0	0	0	0	0	$ -	$ -
	4 Yard	7	$ 15,348.70	$ 15,942.58	$ 16,819.75	$ 18,715.44	$ 21,647.84	$ 18,338.73	$ 19,294.90	$ 20,041.47	$ 21,144.17	$ 23,527.25	$ 27,213.58	$ 23,053.68	0	0	0	0	0	0	$ -	$ -
	5 Yard	1	$ 1,370.35	$ 1,423.22	$ 1,501.95	$ 1,671.06	$ 1,932.73	$ 1,637.40	$ 1,722.68	$ 1,789.13	$ 1,888.10	$ 2,100.70	$ 2,429.65	$ 2,058.38	0	0	0	0	0	0	$ -	$ -
	5 Yard	2	$ 2,740.71	$ 2,846.43	$ 3,003.90	$ 3,342.13	$ 3,865.47	$ 3,274.79	$ 3,445.36	$ 3,578.26	$ 3,776.21	$ 4,201.40	$ 4,859.30	$ 4,116.76	0	0	0	0	0	0	$ -	$ -
	5 Yard	3	$ 4,111.06	$ 4,269.65	$ 4,505.84	$ 5,013.19	$ 5,798.20	$ 4,912.19	$ 5,168.03	$ 5,367.39	$ 5,664.31	$ 6,302.10	$ 7,288.94	$ 6,175.13	0	0	0	0	0	0	$ -	$ -
	5 Yard	4	$ 5,481.42	$ 5,692.87	$ 6,007.79	$ 6,684.26	$ 7,730.94	$ 6,549.59	$ 6,890.71	$ 7,156.53	$ 7,552.42	$ 8,402.81	$ 9,718.59	$ 8,233.51	0	0	0	0	0	0	$ -	$ -
	5 Yard	5	$ 6,851.77	$ 7,116.09	$ 7,509.74	$ 8,355.32	$ 9,663.67	$ 8,186.99	$ 8,613.39	$ 8,945.66	$ 9,440.52	$ 10,503.51	$ 12,148.24	$ 10,291.89	0	0	0	0	0	0	$ -	$ -
	5 Yard	6	$ 8,222.13	$ 8,539.30	$ 9,011.69	$ 10,026.39	$ 11,596.41	$ 9,824.38	$ 10,336.07	$ 10,734.79	$ 11,328.62	$ 12,604.21	$ 14,577.89	$ 12,350.27	0	0	0	0	0	0	$ -	$ -
	5 Yard	7	$ 19,184.96	$ 19,925.04	$ 21,027.27	$ 23,394.91	$ 27,058.29	$ 22,923.56	$ 24,117.49	$ 25,047.84	$ 26,433.45	$ 29,409.82	$ 34,015.07	$ 28,817.29	0	0	0	0	0	0	$ -	$ -
	6 Yard	1	$ 1,644.59	$ 1,707.98	$ 1,802.35	$ 2,005.23	$ 2,319.24	$ 1,964.97	$ 2,067.42	$ 2,147.11	$ 2,265.75	$ 2,520.78	$ 2,915.52	$ 2,470.17	0	0	0	0	0	0	$ -	$ -
	6 Yard	2	$ 3,289.18	$ 3,415.96	$ 3,604.71	$ 4,010.45	$ 4,638.48	$ 3,929.94	$ 4,134.84	$ 4,294.22	$ 4,531.49	$ 5,041.55	$ 5,831.05	$ 4,940.35	0	0	0	0	0	0	$ -	$ -
	6 Yard	3	$ 4,933.77	$ 5,123.95	$ 5,407.06	$ 6,015.68	$ 6,957.71	$ 5,894.92	$ 6,202.26	$ 6,441.33	$ 6,797.24	$ 7,562.33	$ 8,746.57	$ 7,410.52	0	0	0	0	0	0	$ -	$ -
	6 Yard	4	$ 6,578.36	$ 6,831.93	$ 7,209.42	$ 8,020.90	$ 9,276.95	$ 7,859.89	$ 8,269.68	$ 8,588.44	$ 9,062.99	$ 10,083.11	$ 11,662.09	$ 9,880.69	0	0	0	0	0	0	$ -	$ -
	6 Yard	5	$ 8,222.95	$ 8,539.91	$ 9,011.77	$ 10,026.13	$ 11,596.19	$ 9,824.86	$ 10,337.10	$ 10,735.55	$ 11,328.73	$ 12,603.88	$ 14,577.61	$ 12,350.87	0	0	0	0	0	0	$ -	$ -
	6 Yard	6	$ 9,867.54	$ 10,247.89	$ 10,814.13	$ 12,031.35	$ 13,915.43	$ 11,789.83	$ 12,404.52	$ 12,882.66	$ 13,594.48	$ 15,124.66	$ 17,493.14	$ 14,821.04	0	0	0	0	0	0	$ -	$ -
	6 Yard	7	$ 23,024.26	$ 23,911.75	$ 25,232.97	$ 28,073.16	$ 32,469.34	$ 27,509.61	$ 28,943.88	$ 30,059.54	$ 31,720.45	$ 35,290.87	$ 40,817.32	$ 34,582.43	0	0	0	0	0	0	$ -	$ -
	10 Yard Dirt/Concrete Box	1	$ 4,618.24	$ 4,796.28	$ 5,061.33	$ 5,631.17	$ 6,513.19	$ 5,518.25	$ 5,805.61	$ 6,029.43	$ 6,362.62	$ 7,078.96	$ 8,187.76	$ 6,937.01	0	0	0	0	0	0	$ -	$ -
	10 Yard Dirt/Concrete Box	2	$ 9,236.48	$ 9,592.57	$ 10,122.67	$ 11,262.33	$ 13,026.38	$ 11,036.50	$ 11,611.22	$ 12,058.85	$ 12,725.24	$ 14,157.92	$ 16,375.51	$ 13,874.02	0	0	0	0	0	0	$ -	$ -
	10 Yard Dirt/Concrete Box	3	$ 13,854.72	$ 14,388.85	$ 15,184.00	$ 16,893.50	$ 19,539.58	$ 16,554.75	$ 17,416.82	$ 18,088.28	$ 19,087.86	$ 21,236.88	$ 24,563.27	$ 20,811.03	0	0	0	0	0	0	$ -	$ -
	10 Yard Dirt/Concrete Box	4	$ 18,472.97	$ 19,185.14	$ 20,245.34	$ 22,524.67	$ 26,052.77	$ 22,073.00	$ 23,222.43	$ 24,117.70	$ 25,450.48	$ 28,315.84	$ 32,751.03	$ 27,748.04	0	0	0	0	0	0	$ -	$ -
	10 Yard Dirt/Concrete Box	5	$ 23,091.21	$ 23,981.42	$ 25,306.67	$ 28,155.83	$ 32,565.96	$ 27,591.24	$ 29,028.04	$ 30,147.13	$ 31,813.10	$ 35,394.80	$ 40,938.79	$ 34,685.05	0	0	0	0	0	0	$ -	$ -
	10 Yard Dirt/Concrete Box	6	$ 27,709.45	$ 28,777.71	$ 30,368.00	$ 33,787.00	$ 39,079.15	$ 33,109.49	$ 34,833.65	$ 36,176.56	$ 38,175.73	$ 42,473.76	$ 49,126.54	$ 41,622.06	0	0	0	0	0	0	$ -	$ -
	10 Yard Dirt/Concrete Box	7	$ 64,655.38	$ 67,147.98	$ 70,858.68	$ 78,836.34	$ 91,184.69	$ 77,255.48	$ 81,278.51	$ 84,411.97	$ 89,076.69	$ 99,105.44	$114,628.60	$ 97,118.14	0	0	0	0	0	0	$ -	$ -
	12 Yard	1	$ 2,771.00	$ 2,878.02	$ 3,036.87	$ 3,378.74	$ 3,907.80	$ 3,311.06	$ 3,483.43	$ 3,617.97	$ 3,817.66	$ 4,247.43	$ 4,912.51	$ 4,162.35	0	0	0	0	0	0	$ -	$ -
	12 Yard	2	$ 5,541.99	$ 5,756.04	$ 6,073.74	$ 6,757.49	$ 7,815.61	$ 6,622.12	$ 6,966.86	$ 7,235.94	$ 7,635.32	$ 8,494.86	$ 9,825.03	$ 8,324.70	0	0	0	0	0	0	$ -	$ -
	12 Yard	3	$ 8,312.99	$ 8,634.07	$ 9,110.61	$ 10,136.23	$ 11,723.41	$ 9,933.19	$ 10,450.29	$ 10,853.91	$ 11,452.98	$ 12,742.29	$ 14,737.54	$ 12,487.04	0	0	0	0	0	0	$ -	$ -
	12 Yard	4	$ 11,083.99	$ 11,512.09	$ 12,147.48	$ 13,514.97	$ 15,631.21	$ 13,244.25	$ 13,933.72	$ 14,471.89	$ 15,270.64	$ 16,989.72	$ 19,650.05	$ 16,649.39	0	0	0	0	0	0	$ -	$ -
	12 Yard	5	$ 13,854.98	$ 14,390.11	$ 15,184.35	$ 16,893.72	$ 19,539.01	$ 16,555.31	$ 17,417.15	$ 18,089.86	$ 19,088.30	$ 21,237.15	$ 24,562.56	$ 20,811.74	0	0	0	0	0	0	$ -	$ -
	12 Yard	6	$ 16,625.98	$ 17,268.13	$ 18,221.22	$ 20,272.46	$ 23,446.82	$ 19,866.37	$ 20,900.58	$ 21,707.83	$ 22,905.96	$ 25,484.58	$ 29,475.08	$ 24,974.09	0	0	0	0	0	0	$ -	$ -
	12 Yard	7	$ 38,793.96	$ 40,292.31	$ 42,516.18	$ 47,302.41	$ 54,709.24	$ 46,354.87	$ 48,768.02	$ 50,651.60	$ 53,447.24	$ 59,464.03	$ 68,775.18	$ 58,272.87	0	0	0	0	0	0	$ -	$ -
	14 Yard	1	$ 3,232.81	$ 3,357.60	$ 3,543.01	$ 3,942.08	$ 4,559.23	$ 3,862.83	$ 4,063.97	$ 4,220.85	$ 4,453.93	$ 4,955.60	$ 5,731.42	$ 4,855.97	0	0	0	0	0	0	$ -	$ -
	14 Yard	2	$ 6,465.62	$ 6,715.20	$ 7,086.01	$ 7,884.15	$ 9,118.45	$ 7,725.65	$ 8,127.95	$ 8,441.70	$ 8,907.85	$ 9,911.20	$ 11,462.84	$ 9,711.95	0	0	0	0	0	0	$ -	$ -
	14 Yard	3	$ 9,698.42	$ 10,072.80	$ 10,629.02	$ 11,826.23	$ 13,677.68	$ 11,588.48	$ 12,191.92	$ 12,662.55	$ 13,361.78	$ 14,866.80	$ 17,194.26	$ 14,567.92	0	0	0	0	0	0	$ -	$ -
	14 Yard	4	$ 12,931.23	$ 13,430.39	$ 14,172.03	$ 15,768.31	$ 18,236.90	$ 15,451.30	$ 16,255.90	$ 16,883.40	$ 17,815.71	$ 19,822.39	$ 22,925.68	$ 19,423.89	0	0	0	0	0	0	$ -	$ -
	14 Yard	5	$ 16,164.04	$ 16,787.99	$ 17,715.04	$ 19,710.38	$ 22,796.13	$ 19,314.13	$ 20,319.87	$ 21,104.24	$ 22,269.64	$ 24,777.99	$ 28,657.10	$ 24,279.86	0	0	0	0	0	0	$ -	$ -
	14 Yard	6	$ 19,396.85	$ 20,145.59	$ 21,258.04	$ 23,652.46	$ 27,355.36	$ 23,176.96	$ 24,383.85	$ 25,325.09	$ 26,723.56	$ 29,733.59	$ 34,388.51	$ 29,135.84	0	0	0	0	0	0	$ -	$ -
	14 Yard	7	$ 45,259.31	$ 47,006.38	$ 49,602.10	$ 55,189.07	$ 63,829.16	$ 54,079.57	$ 56,895.64	$ 59,091.88	$ 62,354.98	$ 69,378.38	$ 80,239.87	$ 67,983.62	0	0	0	0	0	0	$ -	$ -
	15 Yard	1	$ 3,463.71	$ 3,597.60	$ 3,796.01	$ 4,223.46	$ 4,884.89	$ 4,138.84	$ 4,354.25	$ 4,522.56	$ 4,771.98	$ 5,309.33	$ 6,140.82	$ 5,202.95	0	0	0	0	0	0	$ -	$ -
	15 Yard	2	$ 6,927.43	$ 7,195.21	$ 7,592.02	$ 8,446.92	$ 9,769.79	$ 8,277.68	$ 8,708.49	$ 9,045.12	$ 9,543.96	$ 10,618.66	$ 12,281.64	$ 10,405.90	0	0	0	0	0	0	$ -	$ -
	15 Yard	3	$ 10,391.14	$ 10,792.81	$ 11,388.03	$ 12,670.39	$ 14,654.68	$ 12,416.51	$ 13,062.74	$ 13,567.68	$ 14,315.94	$ 15,927.99	$ 18,422.45	$ 15,608.84	0	0	0	0	0	0	$ -	$ -
	15 Yard	4	$ 13,854.85	$ 14,390.41	$ 15,184.05	$ 16,893.85	$ 19,539.58	$ 16,555.35	$ 17,416.99	$ 18,090.24	$ 19,087.92	$ 21,237.32	$ 24,563.27	$ 20,811.79	0	0	0	0	0	0	$ -	$ -
	15 Yard	5	$ 17,318.57	$ 17,988.02	$ 18,980.06	$ 21,117.31	$ 24,424.47	$ 20,694.19	$ 21,771.23	$ 22,612.80	$ 23,859.90	$ 26,546.64	$ 30,704.09	$ 26,014.74	0	0	0	0	0	0	$ -	$ -
	15 Yard	6	$ 20,782.28	$ 21,585.62	$ 22,776.07	$ 25,340.77	$ 29,309.37	$ 24,833.03	$ 26,125.48	$ 27,135.36	$ 28,631.88	$ 31,855.97	$ 36,844.91	$ 31,217.69	0	0	0	0	0	0	$ -	$ -
	15 Yard	7	$ 48,491.99	$ 50,366.45	$ 53,144.16	$ 59,128.46	$ 68,388.52	$ 57,943.74	$ 60,959.45	$ 63,315.84	$ 66,807.71	$ 74,330.60	$ 85,971.45	$ 72,841.28	0	0	0	0	0	0	$ -	$ -
	16 Yard	1	$ 3,694.58	$ 3,837.22	$ 4,049.10	$ 4,505.28	$ 5,210.56	$ 4,414.68	$ 4,644.46	$ 4,823.78	$ 5,090.14	$ 5,663.60	$ 6,550.22	$ 5,549.71	0	0	0	0	0	0	$ -	$ -
	16 Yard	2	$ 7,389.15	$ 7,674.44	$ 8,098.20	$ 9,010.56	$ 10,421.12	$ 8,829.35	$ 9,288.93	$ 9,647.56	$ 10,180.28	$ 11,327.21	$ 13,100.43	$ 11,099.41	0	0	0	0	0	0	$ -	$ -
	16 Yard	3	$ 11,083.73	$ 11,511.65	$ 12,147.31	$ 13,515.84	$ 15,631.69	$ 13,244.03	$ 13,933.39	$ 14,471.34	$ 15,270.42	$ 16,990.81	$ 19,650.65	$ 16,649.12	0	0	0	0	0	0	$ -	$ -
	16 Yard	4	$ 14,778.30	$ 15,348.87	$ 16,196.41	$ 18,021.12	$ 20,842.25	$ 17,658.71	$ 18,577.86	$ 19,295.12	$ 20,360.56	$ 22,654.41	$ 26,200.87	$ 22,198.82	0	0	0	0	0	0	$ -	$ -
	16 Yard	5	$ 18,472.88	$ 19,186.09	$ 20,245.51	$ 22,526.40	$ 26,052.81	$ 22,073.39	$ 23,222.32	$ 24,118.90	$ 25,450.70	$ 28,318.02	$ 32,751.08	$ 27,748.53	0	0	0	0	0	0	$ -	$ -
	16 Yard	6	$ 22,167.45	$ 23,023.31	$ 24,294.61	$ 27,031.68	$ 31,263.37	$ 26,488.06	$ 27,866.79	$ 28,942.68	$ 30,540.84	$ 33,981.62	$ 39,301.30	$ 33,298.24	0	0	0	0	0	0	$ -	$ -
	16 Yard	7	$ 51,724.06	$ 53,721.05	$ 56,687.43	$ 63,073.92	$ 72,947.87	$ 61,805.48	$ 65,022.50	$ 67,532.93	$ 71,261.96	$ 79,290.45	$ 91,703.03	$ 77,695.89	0	0	0	0	0	0	$ -	$ -
	20 Yard	1	$ 4,618.24	$ 4,796.28	$ 5,061.33	$ 5,631.17	$ 6,513.19	$ 5,518.25	$ 5,805.61	$ 6,029.43	$ 6,362.62	$ 7,078.96	$ 8,187.76	$ 6,937.01	0	0	0	0	0	0	$ -	$ -
	20 Yard	2	$ 9,236.48	$ 9,592.57	$ 10,122.67	$ 11,262.33	$ 13,026.38	$ 11,036.50	$ 11,611.22	$ 12,058.85	$ 12,725.24	$ 14,157.92	$ 16,375.51	$ 13,874.02	0	0	0	0	0	0	$ -	$ -
	20 Yard	3	$ 13,854.72	$ 14,388.85	$ 15,184.00	$ 16,893.50	$ 19,539.58	$ 16,554.75	$ 17,416.82	$ 18,088.28	$ 19,087.86	$ 21,236.88	$ 24,563.27	$ 20,811.03	0	0	0	0	0	0	$ -	$ -
	20 Yard	4	$ 18,472.97	$ 19,185.14	$ 20,245.34	$ 22,524.67	$ 26,052.77	$ 22,073.00	$ 23,222.43	$ 24,117.70	$ 25,450.48	$ 28,315.84	$ 32,751.03	$ 27,748.04	0	0	0	0	0	0	$ -	$ -
	20 Yard	5	$ 23,091.21	$ 23,981.42	$ 25,306.67	$ 28,155.83	$ 32,565.96	$ 27,591.24	$ 29,028.04	$ 30,147.13	$ 31,813.10	$ 35,394.80	$ 40,938.79	$ 34,685.05	0	0	0	0	0	0	$ -	$ -
	20 Yard	6	$ 27,709.45	$ 28,777.71	$ 30,368.00	$ 33,787.00	$ 39,079.15	$ 33,109.49	$ 34,833.65	$ 36,176.56	$ 38,175.73	$ 42,473.76	$ 49,126.54	$ 41,622.06	0	0	0	0	0	0	$ -	$ -
	20 Yard	7	$ 64,655.38	$ 67,147.98	$ 70,858.68	$ 78,836.34	$ 91,184.69	$ 77,255.48	$ 81,278.51	$ 84,411.97	$ 89,076.69	$ 99,105.44	$114,628.60	$ 97,118.14	0	0	0	0	0	0	$ -	$ -
	25 Yard	1	$ 5,772.90	$ 5,995.66	$ 6,326.70	$ 7,039.39	$ 8,141.58	$ 6,897.96	$ 7,257.13	$ 7,537.16	$ 7,953.32	$ 8,849.24	$ 10,234.81	$ 8,671.45	0	0	0	0	0	0	$ -	$ -
	25 Yard	2	$ 11,545.80	$ 11,991.32	$ 12,653.40	$ 14,078.78	$ 16,283.15	$ 13,795.93	$ 14,514.26	$ 15,074.33	$ 15,906.63	$ 17,698.49	$ 20,469.61	$ 17,342.91	0	0	0	0	0	0	$ -	$ -
	25 Yard	3	$ 17,318.70	$ 17,986.98	$ 18,980.10	$ 21,118.18	$ 24,424.73	$ 20,693.89	$ 21,771.40	$ 22,611.49	$ 23,859.95	$ 26,547.73	$ 30,704.42	$ 26,014.36	0	0	0	0	0	0	$ -	$ -
	25 Yard	4	$ 23,091.60	$ 23,982.64	$ 25,306.80	$ 28,157.57	$ 32,566.31	$ 27,591.85	$ 29,028.53	$ 30,148.66	$ 31,813.27	$ 35,396.98	$ 40,939.22	$ 34,685.81	0	0	0	0	0	0	$ -	$ -
	25 Yard	5	$ 28,864.50	$ 29,978.29	$ 31,633.50	$ 35,196.96	$ 40,707.89	$ 34,489.81	$ 36,285.66	$ 37,685.82	$ 39,766.59	$ 44,246.22	$ 51,174.03	$ 43,357.27	0	0	0	0	0	0	$ -	$ -
	25 Yard	6	$ 34,637.40	$ 35,973.95	$ 37,960.20	$ 42,236.35	$ 48,849.46	$ 41,387.78	$ 43,542.79	$ 45,222.98	$ 47,719.90	$ 53,095.47	$ 61,408.83	$ 52,028.72	0	0	0	0	0	0	$ -	$ -
	25 Yard	7	$ 80,820.59	$ 83,939.22	$ 88,573.80	$ 98,551.49	$113,982.08	$ 96,571.48	$101,599.85	$105,520.30	$111,346.44	$123,889.42	$143,287.28	$121,400.35	0	0	0	0	0	0	$ -	$ -
	30 Yard	1	$ 6,927.51	$ 7,194.60	$ 7,592.11	$ 8,447.10	$ 9,769.83	$ 8,277.29	$ 8,708.60	$ 9,044.36	$ 9,544.07	$ 10,618.88	$ 12,281.69	$ 10,405.41	0	0	0	0	0	0	$ -	$ -
	30 Yard	2	$ 13,855.03	$ 14,389.20	$ 15,184.22	$ 16,894.19	$ 19,539.66	$ 16,554.57	$ 17,417.20	$ 18,088.71	$ 19,088.14	$ 21,237.75	$ 24,563.38	$ 20,810.81	0	0	0	0	0	0	$ -	$ -
	30 Yard	3	$ 20,782.54	$ 21,583.80	$ 22,776.33	$ 25,341.29	$ 29,309.50	$ 24,831.86	$ 26,125.81	$ 27,133.07	$ 28,632.20	$ 31,856.63	$ 36,845.07	$ 31,216.22	0	0	0	0	0	0	$ -	$ -
	30 Yard	4	$ 27,710.05	$ 28,778.40	$ 30,368.44	$ 33,788.39	$ 39,079.33	$ 33,109.15	$ 34,834.41	$ 36,177.43	$ 38,176.27	$ 42,475.50	$ 49,126.76	$ 41,621.63	0	0	0	0	0	0	$ -	$ -
	30 Yard	5	$ 34,637.57	$ 35,973.00	$ 37,960.55	$ 42,235.48	$ 48,849.16	$ 41,386.43	$ 43,543.01	$ 45,221.79	$ 47,720.34	$ 53,094.38	$ 61,408.45	$ 52,027.03	0	0	0	0	0	0	$ -	$ -
	30 Yard	6	$ 41,565.08	$ 43,167.60	$ 45,552.66	$ 50,682.58	$ 58,618.99	$ 49,663.72	$ 52,251.61	$ 54,266.14	$ 57,264.41	$ 63,713.25	$ 73,690.14	$ 62,432.44	0	0	0	0	0	0	$ -	$ -
	30 Yard	7	$ 96,985.19	$100,724.40	$106,289.53	$118,259.36	$136,777.64	$115,882.01	$121,920.43	$126,621.00	$133,616.95	$148,664.26	$171,943.66	$145,675.69	0	0	0	0	0	0	$ -	$ -
	40 Yard	1	$ 9,236.66	$ 9,593.22	$ 10,122.84	$ 11,263.03	$ 13,026.21	$ 11,036.67	$ 11,611.43	$ 12,059.67	$ 12,725.46	$ 14,158.79	$ 16,375.30	$ 13,874.24	0	0	0	0	0	0	$ -	$ -
	40 Yard	2	$ 18,473.31	$ 19,186.44	$ 20,245.68	$ 22,526.05	$ 26,052.42	$ 22,073.34	$ 23,222.87	$ 24,119.34	$ 25,450.92	$ 28,317.58	$ 32,750.59	$ 27,748.48	0	0	0	0	0	0	$ -	$ -
	40 Yard	3	$ 27,709.97	$ 28,779.66	$ 30,368.52	$ 33,789.08	$ 39,078.63	$ 33,110.01	$ 34,834.30	$ 36,179.01	$ 38,176.38	$ 42,476.37	$ 49,125.89	$ 41,622.72	0	0	0	0	0	0	$ -	$ -
	40 Yard	4	$ 36,946.62	$ 38,372.87	$ 40,491.37	$ 45,052.11	$ 52,104.84	$ 44,146.68	$ 46,445.73	$ 48,238.68	$ 50,901.84	$ 56,635.16	$ 65,501.19	$ 55,496.95	0	0	0	0	0	0	$ -	$ -
	40 Yard	5	$ 46,183.28	$ 47,966.09	$ 50,614.21	$ 56,315.13	$ 65,131.06	$ 55,183.35	$ 58,057.17	$ 60,298.35	$ 63,627.30	$ 70,793.96	$ 81,876.48	$ 69,371.19	0	0	0	0	0	0	$ -	$ -
	40 Yard	6	$ 55,419.94	$ 57,559.31	$ 60,737.05	$ 67,578.16	$ 78,157.27	$ 66,220.03	$ 69,668.60	$ 72,358.02	$ 76,352.76	$ 84,952.75	$ 98,251.78	$ 83,245.43	0	0	0	0	0	0	$ -	$ -
	40 Yard	7	$129,313.19	$134,305.06	$141,719.78	$157,682.38	$182,366.96	$154,513.39	$162,560.07	$168,835.37	$178,156.44	$198,223.08	$229,254.15	$ 194,239.34	0	0	0	0	0	0	$ -	$ -
	50 Yard	1	$ 11,545.80	$ 11,991.45	$ 12,653.27	$ 14,078.44	$ 16,282.85	$ 13,795.75	$ 14,514.26	$ 15,074.49	$ 15,906.47	$ 17,698.05	$ 20,469.23	$ 17,342.69	0	0	0	0	0	0	$ -	$ -
	50 Yard	2	$ 23,091.60	$ 23,982.90	$ 25,306.54	$ 28,156.87	$ 32,565.70	$ 27,591.50	$ 29,028.53	$ 30,148.98	$ 31,812.94	$ 35,396.11	$ 40,938.46	$ 34,685.38	0	0	0	0	0	0	$ -	$ -
	50 Yard	3	$ 34,637.40	$ 35,974.34	$ 37,959.81	$ 42,235.31	$ 48,848.55	$ 41,387.26	$ 43,542.79	$ 45,223.47	$ 47,719.41	$ 53,094.16	$ 61,407.69	$ 52,028.07	0	0	0	0	0	0	$ -	$ -
	50 Yard	4	$ 46,183.19	$ 47,965.79	$ 50,613.08	$ 56,313.75	$ 65,131.40	$ 55,183.01	$ 58,057.06	$ 60,297.97	$ 63,625.88	$ 70,792.21	$ 81,876.92	$ 69,370.76	0	0	0	0	0	0	$ -	$ -
	50 Yard	5	$ 57,728.99	$ 59,957.24	$ 63,266.35	$ 70,392.18	$ 81,414.25	$ 68,978.76	$ 72,571.32	$ 75,372.46	$ 79,532.35	$ 88,490.27	$102,346.15	$ 86,713.44	0	0	0	0	0	0	$ -	$ -
	50 Yard	6	$ 69,274.79	$ 71,948.69	$ 75,919.62	$ 84,470.62	$ 97,697.10	$ 82,774.51	$ 87,085.59	$ 90,446.95	$ 95,438.82	$106,188.32	$122,815.38	$ 104,056.13	0	0	0	0	0	0	$ -	$ -
	50 Yard	7	$161,641.18	$167,880.27	$177,145.78	$197,098.12	$227,959.91	$193,140.53	$203,199.70	$211,042.88	$222,690.59	$247,772.74	$286,569.21	$ 242,797.65	0	0	0	0	0	0	$ -	$ -

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Debris Box Service Levels

Form 10

These forms have been prepared in accordance with Section 10.2.B of the Agreement.
The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.
Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Rate Period			Currently Rates						Preliminary Rates						Estimated Annual # of Service Instances						Annual Rate Revenue	Annual Rate Revenue
Size of Container	Service Frequency		County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	County	Danville	Lafayette	Moraga	Orinda	Walnut Creek	Current Rates	Preliminary Rates
Loose Debris Boxes	4 Yard	Per-pull	$ 253.02	$ 262.81	$ 277.27	$ 308.52	$ 356.86	$ 302.31	$ 318.07	$ 330.38	$ 348.56	$ 387.84	$ 448.61	$ 380.03	0	0	0	0	0	0	$ -	$ -
Temporary	5 Yard	Per-pull	$ 316.26	$ 328.46	$ 346.63	$ 385.66	$ 446.05	$ 377.89	$ 397.57	$ 412.91	$ 435.75	$ 484.81	$ 560.73	$ 475.05	0	0	0	0	0	0	$ -	$ -
	6 Yard	Per-pull	$ 379.55	$ 394.18	$ 415.96	$ 462.78	$ 535.25	$ 453.49	$ 477.13	$ 495.53	$ 522.90	$ 581.76	$ 672.86	$ 570.08	0	0	0	0	0	0	$ -	$ -
	10 Yard Dirt/Concrete Box	Per-pull	$ 1,065.83	$ 1,106.92	$ 1,168.09	$ 1,299.60	$ 1,503.16	$ 1,273.54	$ 1,339.86	$ 1,391.51	$ 1,468.41	$ 1,633.73	$ 1,889.63	$ 1,600.97	6	3	6	2	4	12	$ 40,619	$ 51,062
	12 Yard	Per-pull	$ 639.51	$ 664.21	$ 700.87	$ 779.77	$ 901.87	$ 764.15	$ 803.93	$ 834.98	$ 881.07	$ 980.25	$ 1,133.74	$ 960.62	0	0	0	0	0	0	$ -	$ -
	14 Yard	Per-pull	$ 746.09	$ 774.89	$ 817.68	$ 909.78	$ 1,052.21	$ 891.49	$ 937.91	$ 974.12	$ 1,027.91	$ 1,143.69	$ 1,322.74	$ 1,120.70	0	0	0	0	0	0	$ -	$ -
	15 Yard	Per-pull	$ 799.38	$ 830.28	$ 876.07	$ 974.72	$ 1,127.37	$ 955.19	$ 1,004.90	$ 1,043.75	$ 1,101.31	$ 1,225.32	$ 1,417.22	$ 1,200.77	5	0	0	0	0	0	$ 3,997	$ 5,025
	16 Yard	Per-pull	$ 852.66	$ 885.58	$ 934.48	$ 1,039.76	$ 1,202.53	$ 1,018.85	$ 1,071.88	$ 1,113.27	$ 1,174.74	$ 1,307.09	$ 1,511.70	$ 1,280.80	0	0	0	0	0	0	$ -	$ -
	20 Yard	Per-pull	$ 1,065.83	$ 1,106.92	$ 1,168.09	$ 1,299.60	$ 1,503.16	$ 1,273.54	$ 1,339.86	$ 1,391.51	$ 1,468.41	$ 1,633.73	$ 1,889.63	$ 1,600.97	197	40	225	73	80	529	$ 1,405,892	$ 1,767,352
	25 Yard	Per-pull	$ 1,332.31	$ 1,383.72	$ 1,460.12	$ 1,624.60	$ 1,878.97	$ 1,591.96	$ 1,674.85	$ 1,739.48	$ 1,835.52	$ 2,042.29	$ 2,362.06	$ 2,001.26	0	0	0	0	0	0	$ -	$ -
	30 Yard	Per-pull	$ 1,598.78	$ 1,660.42	$ 1,752.16	$ 1,949.48	$ 2,254.75	$ 1,910.29	$ 2,009.83	$ 2,087.32	$ 2,202.65	$ 2,450.70	$ 2,834.45	$ 2,401.43	51	59	11	4	62	174	$ 678,759	$ 853,271
	40 Yard	Per-pull	$ 2,131.70	$ 2,213.99	$ 2,336.22	$ 2,599.36	$ 3,006.28	$ 2,547.12	$ 2,679.77	$ 2,783.21	$ 2,936.87	$ 3,267.66	$ 3,779.21	$ 3,201.99	13	7	2	13	6	54	$ 237,256	$ 298,256
	50 Yard	Per-pull	$ 2,664.62	$ 2,767.47	$ 2,920.21	$ 3,249.12	$ 3,757.87	$ 3,183.88	$ 3,349.70	$ 3,479.00	$ 3,671.01	$ 4,084.48	$ 4,724.03	$ 4,002.47	0	0	0	0	0	0	$ -	$ -
Total Debris Box Annual Revenue																					**$ 9,129,083**	**$ 11,476,203**

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Miscellaneous Rates

These forms have been prepared in accordance with Section 10.2.B of the Agreement.

The Preliminary Rates, as of the Effective Date, have been determined in 2025 dollars.

Maximum Rates for Rate Year One will be adjusted in accordance with Exhibit E-1 to become effective March 1, 2027 through June 30, 2028

Single-Family	Frequency	Current Rate per Month/Instance	Preliminary Rate per Month/Instance	# of Accounts	Annual Revenue Current Rates	Annual Revenue Preliminary Rates
Additional 64-gallon organics cart	1x/week	$ 8.48	$ 10.66	4,786	$ 487,023	$ 612,239
Additional 96-gallon organics cart	1x/week	$ 12.77	$ 16.05	2,393	$ 366,703	$ 460,984
Additional 64-gallon recycling cart	1x/week	$ 8.48	$ 10.66	0	$ -	$ -
Additional 96-gallon recycling cart	1x/week	$ 8.48	$ 10.66	141	$ 14,348	$ 18,037
On-Property Service	1x/week	$ 13.32	$ 16.74	458	$ 73,207	$ 92,028
Compost Certification Credit	Per Month	$ (1.50)	$ (1.89)	1,759	$ (31,662)	$ (39,802)
Single-Family	**Frequency**			**Annual # of Service Instances**		
Solid Waste Overages	Per 32-gallon bag	$ 17.10	$ 21.50		$ -	$ -
On-Call Solid Waste Only Pick-ups beyond (1) time per year)	Per 32-gallon bag	$ 17.10	$ 21.50		$ -	$ -
Extra pick-up on non-scheduled day and "go-back" on scheduled day	Per cart	$ 45.63	$ 57.36		$ -	$ -
Cart Exchange (beyond 1x/year)	Per Cart	$ 57.03	$ 71.69		$ -	$ -
On-Call Recyclables or Organics Pick-ups (beyond 4x/year**)	Per Bag / Bundle	$ 17.10	$ 21.50		$ -	$ -
On-Call E-Waste Materials Pick-ups	Per Pick-Up	$ 57.03	$ 71.69		$ -	$ -
Account Restart - If cart removed and re-delivered	Per Occurrence	$ 57.03	$ 71.69		$ -	$ -
Account Restart - If cart not removed	Per Occurrence	$ 17.10	$ 21.50		$ -	$ -
Multi-Family	**Frequency**			**Annual # of Service Instances**		
Extra Pick-Up:	Per Bin	Rate Divided by 4.333	Rate Divided by 4.333			
Extra Pick-Up:	Per Cart	$ 45.63	$ 57.36		$ -	$ -
Bin Overages:	Per Yard	Rate Divided by 4.333	Rate Divided by 4.333			
Cart Overages:	Per 32-gallon bag	$ 17.10	$ 21.50		$ -	$ -
On-Call E-Waste Materials Pick-ups	Per Pick-Up	$ 57.03	$ 71.69		$ -	$ -
Cart Exchange (Beyond 1x/year)	Per Cart	$ 57.03	$ 71.69		$ -	$ -
Bin Exchange (Beyond 1x/year)	Per Bin	$ 171.08	$ 215.07		$ -	$ -
Replacement Lock	Per Occurrence	$ 28.51	$ 35.84		$ -	$ -
Container Replacement (Beyond 1x/year)	Per Occurrence	Market Rate of Missing Bin/Cart	Market Rate of Missing Bin/Cart			
Commercial	**Frequency**			**Estimated Annual # of Service Instances**		
Special Event Rates	Per Event	Commercial Rate by MA	Commercial Rate by MA			
Extra Pick-Up:	Per Bin	Rate Divided by 4.333	Rate Divided by 4.333			
Extra Pick-Up:	Per Cart	$ 45.63	$ 57.36		$ -	$ -
Bin Overages:	Per Yard	Rate Divided by 4.333	Rate Divided by 4.333			
Cart Overages:	Per 32-gallon bag	$ 17.10	$ 21.50		$ -	$ -
Cart Exchange (Beyond 1x/year)	Per Cart	$ 57.03	$ 71.69		$ -	$ -
Bin Exchange (Beyond 1x/year)	Per Bin	$ 171.08	$ 215.07		$ -	$ -
Replacement Lock	Per Occurrence	$ 28.51	$ 35.84		$ -	$ -
Container Replacement (Beyond 1x/year)	Per Occurrence	Market Rate of Missing Bin/Cart	Market Rate of Missing Bin/Cart			
Debris Box	**Frequency**			**Annual # of Service Instances**		
Dry Run / Check Box	Per Month	$ 198.43	$ 249.45		$ -	$ -
Demurrage / Minimum Lift Fee (beyond 1x/year)	Per Occurrence	One Haul Rate by MA	One Haul Rate by MA			
Over Maximum Weight Fee	Per Ton	Based on additional disposal fees	Based on additional disposal fees			
Total Annual Miscellaneous Rate Revenue					**$ 909,620**	**$ 1,143,486**

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EXHIBIT F:
LIQUIDATED DAMAGES

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EXHIBIT F
LIQUIDATED DAMAGES

1. General

A. **Defined Terms**. This Exhibit relies on the terms "Complaint," "Corrective Action Plan," "Service Opportunity," and "Total Service Opportunities," as defined below.

1. **"Complaint"** shall mean each written or orally communicated statement made by any Person, whether to the Authority, Member Agencies, or the Contractor, alleging: (i) non-performance or deficiencies in the Contractor's performance of its duties under this Agreement; or, (ii) a violation made by the Contractor of this Agreement.

2. **"Corrective Action Plan"** means the document described in Section 14.9 specifying the roles of the Authority and the Contractor in resolving Contractor noncompliance issues with any provision(s) of this Agreement.

3. **"Service Opportunity"** shall mean each individual scheduled opportunity the Contractor has to Collect from a Container at a Customer's location. For example, a Commercial Customer receiving Recyclable Materials Collection service two (2) times per week from two (2) Containers, Organic Materials Collection service two (2) times per week from (2) Containers, and Solid Waste Collection service two (2) times per week from two (2) Containers would have a total of twelve (12) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in the Contractor's most recent monthly report to the Authority and Member Agencies.

4. **"Total Service Opportunities"** shall mean the sum of all Service Opportunities in a given time period.

B. **Total Service Opportunities - Example Calculation**. Figure 1 specifies how "Total Service Opportunities" will be calculated for use in Section 3: Compliance Assessment.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT F
LIQUIDATED DAMAGES

Figure 1 - Total Service Opportunities Example Calculation - Weekly, All Materials

Total Service Opportunities will be calculated each quarter based on the number of Containers and the Collection frequency per week reported in the Quarterly Report, per Exhibit D. The Contractor may choose to report the number of Containers and the Collection more frequently than quarterly, if desired. The Calculation of the Total Service Opportunities below is provided as an example only.

Container Size	Containers	Collection Frequency per Week	Service Opportunities Calculation	Service Opportunities
Single Family				
20 Gallon	2,164	1	2164 x 1	2164
35 Gallon	25,925	1	25925 x 1	25925
65 Gallon	7,001	1	7001 x 1	7001
95 Gallon	55,789	1	55789 x 1	55789
		Total Single Family Service Opportunities		**90879**
Multi-Family/Commercial				
35 Gallon	768	1	768 x 1	768
65 Gallon	652	1	652 x 1	652
95 Gallon	2410	1	2410 x 1	2410
95 Gallon	5	2	5 x 2	10
1 Yard	8	1	8 x 1	8
1 Yard	3	2	3 x 2	6
1.5 Yard	822	1	1 x 822	822
1.5 Yard	89	2	2 x 89	178
1.5 Yard	27	3	3 x 27	81
1.5 Yard	7	5	5 x 7	35
2 Yard	534	1	1 x 534	534
2 Yard	152	2	2 x 152	304
2 Yard	41	3	3 x 41	123
2 Yard	1	4	4 x 1	4
2 Yard	9	5	5 x 9	45
3 Yard	621	1	1 x 621	621
3 Yard	351	2	2 x 351	702
3 Yard	183	3	3 x 183	549
3 Yard	17	4	4 x 17	68
3 Yard	66	5	5 x 66	330
4 Yard	93	1	1 x 93	93
4 Yard	47	2	2 x 47	94
4 Yard	30	3	3 x 30	90
4 Yard	6	4	4 x 6	24
4 Yard	20	5	5 x 20	100
6 Yard	53	1	1 x 53	53
6 Yard	44	2	2 x 44	88
6 Yard	41	3	3 x 41	123
6 Yard	4	4	4 x 4	16
6 Yard	11	5	5 x 11	55
6 Yard	2	6	6 x 2	12
	Total Multi-Family/Commercial Service Opportunities			**8998**
Total Service Opportunities				**99877**

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EXHIBIT F
LIQUIDATED DAMAGES

2. Liquidated Damages

The Authority hereby establishes specific standards of performance under the Agreement that: 1) measure compliance with varied and important aspects of Contractor performance; 2) can be easily verified with regularly collected data or observation; and, 3) have no threshold for noncompliance. The Executive Director shall review the following performance standards on a quarterly basis. In the event the Executive Director determines that the Contractor has failed to meet a performance standard established for any of the following, the Executive Director may in their sole discretion assess Liquidated Damages as specified below, pursuant to Section 14.9 of the Agreement. To the extent the noncompliance continues in successive quarters, the Executive Director may continue to assess Liquidated Damages. The Authority may furthermore exercise its right to terminate this Agreement in accordance with Section 14.6.

Performance Area	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1. Service Quality and Reliability	Failure to Provide a Required Credit(s)	Each occurrence where Contractor fails to provide Subscriber credit for Missed Container(s) on that Subscriber's next Bill. The Contractor shall have an opportunity to cure by providing the required credit plus the finance charge described in Section 9.5. Providing a Subscriber credit for the Missed Container is not a complete and sufficient remedy; issuance of a Missed Container credit is in addition to servicing the Missed Container(s).	No acceptable failure level	$100/Subscriber Credit Missed

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EXHIBIT F
LIQUIDATED DAMAGES

Performance Area	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1. Service Quality and Reliability	Failure to Resolve Double Missed Container(s)	Each occurrence where Contractor fails to Collect Container(s) from the same Customer on two (2) consecutive scheduled pickups resulting from a Customer Complaint of a missed pickup (for which a Container was properly set out for Collection, unless the Contractor left a non-Collection notice specifying the reasons for non-Collection and available remedies) within two (2) Working Days of receipt of Complaint. Providing a Subscriber credit for the Missed Container is not a complete and sufficient remedy; issuance of a Missed Container credit is in addition to servicing the Missed Container(s).	No acceptable failure level	$200/Event
2. Customer Service	Failure to submit Implementation Plan or Transition Outreach Plan	Any failure by the Contractor to submit a revised and updated Implementation Plan within the timeframe(s) prescribed in Article 5 or the Transition Outreach Plan within ninety (90) Days of the Effective Date, or to timely submit any revisions requested by the Authority.	No acceptable failure level	$1,000/Day

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT F
LIQUIDATED DAMAGES

Performance Area	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
2. Customer Service	Failure to Commence Service	Any failure by the Contractor to deliver a Container and begin providing Collection to a Customer within seven (7) Days of receiving such request from a new Customer receiving new service and within fourteen (14) Days for an existing Customer requesting any change to existing service, including delivering kitchen Food Scrap pails and/or Used Oil Recovery Kits to Customers upon request.	No acceptable failure level	$200/Container /Week
2. Customer Service	Failure to Replace Container	Any failure by the Contractor to replace or repair: (i) a damaged Container with cosmetic damages (e.g., cracked lid) within fifteen (15) Business Days of receiving such a request from a Customer; or, (ii) a Container with damages causing the Container to be non-serviceable (e.g., broken wheel), on or before the Customer's next regularly scheduled Collection Day.	No acceptable failure level	$100/Event
2. Customer Service	Failure to Remove Graffiti	Any failure by the Contractor to remove graffiti from Containers within two (2) Working Days following identification by the Contractor or notice by the Authority or Customer if such graffiti includes any written or pictorial obscenities, or, if such graffiti does not include any written or pictorial obscenities, within ten (10) Business Days.	No acceptable failure level	$25/Container
2. Customer Service	Unauthorized Hours of Operation	Each occurrence of the Contractor Collecting from Customers during unauthorized hours.	No acceptable failure level	$500/Event

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT F
LIQUIDATED DAMAGES

Performance Area	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
5. Facilities	Non-Designated Facilities	Each occurrence of Delivering materials to a facility other than the applicable Designated Facility.	No acceptable failure level	$1,000/Load
6. Reporting	Late Report	Each occurrence of a report or other plan, as required under Exhibit C-2 and Exhibit D, being submitted after the due date as required. Any report shall be considered late until such time as a correct and complete report is received by the Authority; provided, however, that if any report that was timely submitted is deemed incomplete as a result of a modified or additional reporting requirement requested by the Authority in accordance with Exhibit D, Section 1, the Contractor shall have seven (7) Days from receipt of written notice from the Authority to submit a compliant report.	No acceptable failure level	$250/Day
6. Reporting	Failure to Provide Access to Records	Each occurrence of failing to provide or make available to the Authority and its representatives reports, records, recordings, and data that are required to be generated or collected and retained by the Contractor in accordance with this Agreement.	No acceptable failure level	$1,000/Event

By placing designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damages provisions at the time that the Agreement was made.

Contractor DS UB **Authority** Initial

Initial Here: _____ Initial Here: _____

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3. Compliance Monitoring and Assessment

The Authority has established standards of performance under the seven (7) performance areas listed below. The Executive Director may, at any time and with any frequency during the Term, monitor the Contractor's performance in each performance area based on the applicable performance indicators identified below. The Executive Director may also determine the appropriate time period in which each performance indicator shall be evaluated based on severity and persistence of a specific performance measure. In monitoring compliance with the performance standards specified in this Section, the Executive Director may assess compliance through a range of activities, which may include, but not be limited to, requesting information from the Contractor, conducting a performance review, and/or auditing activities as provided in Section 11.2.

In the event the Executive Director determines that the Contractor has failed to meet any performance standard established in this Section 3 and remains in noncompliance for more than twenty (20) Business Days, or has otherwise exhibited a pattern of intermittent noncompliance with provisions of the Agreement specified for each performance area, the Executive Director may initiate the corrective action process specified Section 14.9. To the extent any aspect of the noncompliance constitutes or may constitute an event of breach under Section 14.1, the Executive Director shall initiate the cure process defined in Section 14.2.

A. Performance Area No. 1: Service Quality and Reliability

Performance Indicator: The Contractor's service quality and reliability shall be considered acceptable if the total number of Complaints related to all the performance measures in the following table does not exceed one (1) per one thousand (1,000) Total Service Opportunities.

Specific Performance Measure	Definition
Missed Containers	Each Service Opportunity where Contractor fails to Collect a Container on the scheduled Collection Day from a Customer who properly placed said Container for Collection, unless the Contractor leaves a non-Collection notice specifying the reasons for non-Collection and available remedies.
Failure to Correct Missed Containers	Each Missed Container that is not Collected pursuant to Subsection 7.7.B, unless the Contractor leaves a non-Collection notice specifying the reasons for non-Collection and available remedies.
Failure to Return Container to Location of Setout	Failure to properly return empty Carts or Bins to the Collection location, or to place Carts upright.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT F
LIQUIDATED DAMAGES

Specific Performance Measure	Definition
Failure to Clean Up Litter or Spills	Pursuant to Subsection 8.2.B, each failure by the Contractor to clean up, within one (1) Working Day of an observed spill, any fluids spilled or leaked from a Container or Collection vehicle. Pursuant to Subsection 8.2.B, each failure by the Contractor to clean up, prior to leaving the Collection location of an observed spill, any solid materials spilled from a Container or Collection vehicle.
Damage to Property	Each event of damage to either public or private property as a result of Collection activity, including, without limitation, Curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables, excluding normal wear and tear.
Discourteous Behavior	Each Complaint received that is related to the discourteous behavior of the Contractor's employees.
Inaccurate Billing	Each Complaint received where Contractor Billed a Subscriber in error, and such error is not corrected within seven (7) Days of notification of such error by Subscriber. Inaccurate Billing may include, but is not limited to: (i) either over-charging or under-charging the Subscriber relative to the approved Maximum Rates for services; (ii) charging the Subscriber a Rate that is not the same as other Subscribers with the same Service Level; (iii) charging a Subscriber for an increased Service Level prior to providing the service; and, (iv) not decreasing charges for a Subscriber's reduced Service Level within seven (7) Days of the date Subscriber requests the change, regardless of whether or not the Contractor delivers the appropriate Containers or modifies the Service Level within that timeframe.
Unauthorized Route Changes	Each instance of the Contractor making a change in the Route schedule that results in a Single-Family Subscriber's Premise experiencing a change in scheduled Collection Day that was not approved by the Authority in writing or a Multi-Family or Commercial Subscriber experiencing a change in scheduled Collection Day for any Container(s) without the Subscriber having authorized the Collection Day change.
Unauthorized Hours of Operation	Each occurrence of the Contractor Collecting from Customers during unauthorized hours.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

B. Performance Area No. 2: Customer Service

Performance Indicator: The level of Customer service provided by the Contractor shall be considered acceptable if the total number of Complaints regarding the performance measures specified in the following table does not exceed one (1) per one thousand (1,000) Total Service Opportunities.

Specific Performance Measure	Definition
Failure to Resolve Complaint	Any failure by the Contractor to resolve or remedy a Complaint to Customer's reasonable satisfaction within seven (7) Days of receiving such Complaint.
Failure to Answer Phones; Respond to Emails	Any failure by the Contractor during normal business hours to answer a Customer telephone call within three (3) minutes. A call is considered to be answered beginning once the Customer makes their final phone tree menu selection and is routed into the live Customer service call center queue or otherwise completes their request through an automated system. A call is considered to be answered if the Customer hangs up or abandons the call following a hold time of less than three (3) minutes.

C. Performance Area No. 3: Outreach

Performance Indicator: The Contractor's outreach performance shall be considered acceptable if service meets the requirements of Section 7.1 and Exhibit C-2. The following table specifies performance measures indicating unacceptable performance.

Specific Performance Measure	Definition
Failure to Perform Public Outreach Activities	Each failure by the Contractor to distribute a public outreach document or perform a community outreach activity in the form and manner required under Section 7.1 and Exhibit C-2.
Failure to Provide Targeted Technical Assistance	Each individual failure to provide targeted technical assistance to a Commercial or Multi-Family Customer or Member Agency facility in the manner required under Section 7.1 and Exhibit C-2.
Delay in Annual Outreach Plan	Failure to submit the initial Annual Plan by the Commencement Date, or the Annual Plan by March 1 each subsequent Rate Year, or a revised plan within fifteen (15) Business Days after receiving the Executive Director's comments, as required by Section 7.1 and Exhibit C-2.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

D. Performance Area No. 4: Facilities

Performance Indicator: The Contractor's performance relative to facility use shall be considered acceptable when one hundred percent (100%) of all Tons for all material types Collected by the Contractor are Delivered to the appropriate Designated Facility(ies), consistent with Sections 5.3, 5.4, 5.5, and 5.6. The following table specifies performance measures indicating unacceptable performance. This performance indicator shall not be subject to the twenty (20) Business Days or intermittent noncompliance standards described above.

Specific Performance Measure	Definition
Delivery to Non-Designated Facility	Each individual occurrence of Delivering materials to a facility other than the Designated Facility for each material type under Sections 5.3, 5.4, 5.5, and 5.6.
Mixing Material Types During Collection	Each individual Container that is Collected by the Contractor in a vehicle that results in the commingling of two (2) or more different material types (e.g., Recyclable Materials Collected in Solid Waste vehicle, Solid Waste Collected in Organic Materials vehicle, etc.) not permitted to be Collected together by this Agreement. This item does not apply to Collection in a Solid Waste vehicle of Containers with a Contamination level that exceeds the acceptable Contamination level specified in this Agreement.
Commingling Authority Materials with non-Authority Materials	Each individual Container that is Collected by the Contractor in a vehicle that results in the commingling of materials Collected both within the Service Area and outside the Service Area, unless otherwise permitted by the Authority.

E. Performance Area No. 5: Reporting

Performance Indicator: The Contractor's reporting shall be considered unacceptable under the following circumstances.

Specific Performance Measure	Definition
Misleading/ Inaccurate Reporting	Each occurrence of a report submitted by the Contractor providing materially inaccurate or intentionally misleading information to the Authority under or in regard to this Agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

F. Performance Area No.6: SB 1383

Performance Indicator: The Contractor's compliance with the SB 1383 requirements of the Agreement shall be considered unacceptable under the following circumstances.

Specific Performance Measure	Definition
Failure to Provide Recyclable Material and Organic Material Collection Services to every Customer	For each occurrence of failing to provide Customers with the three- (3-) Container system, including Containers for Recyclable Materials and Organic Materials, unless the Customer has been approved by the Authority for a SB 1383 waiver. This item shall not apply to missed pickups, which are covered under Performance Area No. 1.
Failure to Conduct Route Reviews	Failure to conduct Route reviews, as required by Section 7.1.
Failure to Conduct Contamination Monitoring	Failure to conduct Contamination monitoring, as required by Section 5.2.
Failure to Issue Notices	Failure to issue non-Collection and courtesy notices, as required by Section 7.7.
Failure to Comply with Container Labeling and Colors	For each occurrence of the Contractor's failure to comply with Container labeling and color requirements, pursuant to Section 8.12, not corrected within seven (7) Days of notice by the Authority. This item shall not apply to Container labeling and color requirements changes resulting from a material program change.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

G. Performance Area No.7: Operations

Performance Indicator: The Contractor's compliance with Collection operations requirements of the Agreement shall be considered unacceptable under the following circumstances.

Specific Performance Measure	Definition
Missed Containers on Incomplete Routes	If the total number of Missed Containers on Incomplete Routes, as determined in Subsection 7.2.J, exceeds two thousand seven hundred (2,700) in any four- (4-) week period, the Executive Director may initiate the corrective action process specified in this Exhibit and Section 14.9. This calculation includes the number of Missed Containers on Incomplete Routes from all Sectors combined: Single-Family, Multi-Family, and Commercial. Up to two thousand seven hundred (2,700) Missed Containers on Incomplete Routes in a four- (4-) week period is considered acceptable.

4. Failure to Fund Required Services, Personnel, or Equipment

Should the Contractor fail to meet the following specific requirements contained in this Agreement, the Executive Director shall provide notice to the Contractor of such failure, and the Contractor shall, within fifteen (15) Days, submit payment equal to the direct compensation costs identified below for Authority reimbursement or a reimbursement toward Subscriber payments, at the Executive Director's option, for the unfilled positions, capital, or other costs not incurred by the Contractor, or for reimbursement of the Authority's direct and indirect costs for conducting the Contractor's activities or for causing them to be conducted, at the Executive Director's sole discretion.

A. Fill or keep specified positions filled in accordance with Subsection 7.1.C.

B. Make capital purchases required for compliance with Collection vehicle requirements of Section 8.10 and/or Container requirements of Section 8.12.

By placing initials at the places provided, each Party specifically confirms the accuracy of the statements made above, the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damages provisions of the time that the Agreement was made, and that the amounts specified are a reasonable estimate of the amount of the damages that Authority and its Member Agencies will suffer for the specified breaches, considering all of the circumstances existing on the date of this Agreement.

Contractor DS

Initial Here: UB _____

Authority Initial

Initial Here: _____

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EXHIBIT G:
CONTRACTOR'S PROPOSAL

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CCCSWA RFP for Collection Services

Solicitation Number: RFP 10-25-2024

Central Contra Costa Solid Waste Authority
Request for Proposals for Collection Services for Solid Waste, Recyclables, Organics, and Commercial Food Scraps.

Submitted:
Friday, 2/07/2025

Designated Contact:
Vic Cabrera, General Manager
441 N. Buchanan Circle
Pacheco, CA 94553
E: Vcabrera2@RepublicServices.com
C: (925) 374-2724



REPUBLIC SERVICES

Sustainability in Action

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Table of Contents

Cover Letter 1
Certificate of Secretary 4
Executive Summary 5
Best Value 5
Our Values 6
Local Leadership with National Support 7
Safety 7
Sustainability 8
Talent 8
Climate Leadership 9
Communities 9
Sustainability as a Platform for Growth 9
Renewable Energy 9
Electric Vehicles 11
Polymer Center 12
Environmental Services 12
Our Commitment to the Highest Service Quality 13
1. Company Description 15
1.1 Business Structure 15
Local Presence 15
Our Company 15
Legal Name of Proposing Entity 15
Years Incorporated and Doing Business 16
Our Promise 16
Our Vision 16
Names of Officers 16
Corporate and Local Headquarters 16
Corporate Data Sheet 17
Certificate of Good Standing 19
Values 20
Sustainability 20
People 20
Leadership 20
Ownership 20

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Credit Rating....20
Associations....21
Subcontractors....21
1.2 Collection Experience....22
Northern California....22
Southern California....25
1.3 Service Initiation Experience....27
1.4 Key Personnel....31
Local Leadership....31
Area Leadership....31
National Backing....32
Key Personnel Bios....32
1.5 Labor Agreements and Wages....45
CBA: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 315 – Garbage Collection Unit....46
CBA: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 315 – Vehicle Maintenance Unit....47
CBA: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 315 – Recycle Collection Unit....48
1.6 Past Performance Record....49
1. Satisfactory performance in other Agreements....49
2. Litigation and Regulatory Actions....51
3. Payment of Fines, Penalties, Settlements, or Damages....52
1.7 Financial Information....53
Financial Overview....53
Financial Reporting....53
Labor Agreements and Wages....53
Litigation Information....54
Summary Financial Information – Income Statement....55
Bank & Credit References....56
CFO Statement....57
2. Technical Proposal for Base Services....58
2.1 Collection Services....58
Value of Incumbency....58
Republic Services' Approach....59
Operations Overview....60
Collection Methodology....60

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Operations Training 60
Routing Optimization 61
Communication with the Community 61
Digital Operations 62
Technological Impact 62
GPS Technology 62
Communications via Connect App 63
On-Board Technology 63
Emerging Technology 63
Vehicle Appearance 64
2.1.A. Collection Services – Residential 65
Residential MSW Collection 65
Residential Recycle Collection 66
Residential Commingled Organic Waste Collection 66
Service Days 66
Holiday Schedules 66
Used Motor Oil, Filters, and Used Cooking Oil Collection 66
Alternative Service Location for Disabled Single-Family Customers. 66
Cart Overage Program 67
Battery and Lightbulb Collection Services 67
Canyon 67
Rossmoor 67
Residential Burro Trucks 69
Residential Carts Specifications 70
Proposed Single-Family Collection Vehicles for the new CCCSWA Agreement 71
2.1.B. Collection Services – Multi-Family 72
Multi-Family MSW Collection 72
Multi-Family Recycle Collection 72
Multi-Family Organics Collection 72
Multi-Family Collection Equipment 73
2.1.C. Collection Services – Commercial 74
Commercial Solid Waste 74
Commercial Recycling 74
Commercial Composting & Commercial Food Scraps 74
Flexible, Tailored Solutions 74
Dumpsters 75

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Methodology and Procedures....75
Front-Load Vehicles....75
Automated Side Load Vehicles....75
Holidays & Schedule Disruptions....76
Commercial Collection Vehicles....76
2.1.D. Collection Services – Industrial....77
Roll-Off and Compactor Collection Overview....77
Waste Streams....77
Special Waste....78
Methodology and Procedures....78
Account Accessibility....78
Holidays & Schedule Disruptions....78
Industrial Collection Equipment....78
Industrial Roll-Offs....79
2.2 Collection Service Quality....80
Performance Anchored in our Values....80
Collection on the Scheduled Day....81
Litter Prevention/Abatement Plan....83
Spill Response....84
Reporting and Documentation....85
Service Quality Metrics....85
Company Service Standards: Stats....85
Customer Satisfaction....86
Driver Hours Per Route and Per Day....86
2.2.1 Safety....87
Safety Staffing Requirements....87
Health and Safety Management....87
Think. Choose. Live.®....87
Driver One on One Program....87
Safety Meetings & Training....87
Safety Recognition Program (Safe Together – Celebrating Zero)....88
Quality Control....88
Together for Safer Roads....89
Focus 6....89
Personal Protective Equipment....89
Driver Qualifications....89

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.3 Vehicle Maintenance Plan 93
Vehicle Maintenance Program 93
Preventive Maintenance 93
Planning and Scheduling 94
Workplace Organization 94
Training 94
Drivers Practice 94
Parts Management 94
Cross-Functional Huddle 95
Vehicle Inspection Reports 95
Tracking and Reporting of Equipment Maintenance and Repairs 95
Environmental Stewardship 96
Vehicle Appearance 96
Active Fleet 96
3rd Party Vendors 96
Reserve Fleet 96
2.4 Zero Emissions Vehicle (ZEV) Implementation Plan 97
2.5 Maintenance Yard 98
Local Maintenance Yard 98
2.6 Emerging Technologies 99
RISE and Track My Truck 99
AI Technology 99
Polymer Center 100
Zero Emissions Vehicles (ZEV) 100
Truck Performance 100
Infrastructure 101
Route Dynamics 101
Economics 102
Pushing State of the Art 102
Ongoing Pilot Programs 102
Carbon Calculator 103
Republic Services App 103
Technological Impact 104
2.7 Inspection for Unpermitted / Excluded / Hazardous Waste 105
Unpermitted Waste and/or Excluded Waste Handling and Costs. 106
2.8 Contamination Detection and Reduction Plan 108

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Driver Contamination Monitoring Methods 109
Reporting: Notice of Non-Collection 110
2.9 Public Education, Outreach, and Technical Assistance Plan 111
Website 111
Republic Services App 112
Residential Outreach and Education 112
Approach to Technical Assistance 113
Member Agency Technical Assistance 113
Best Practices for Contacting and Visiting Multi-Family Dwellings 113
Multi-Family Resident Outreach and Engagement 113
Focus on Key Aspects of SB 1383 114
Best Practices for Contacting and Visiting Businesses 115
Multi-Family and Business Public Education and Outreach Materials 117
Reference Guides & Collateral 118
Collateral Examples 119
Special Events 121
Presentations to Schools and Other Community Organizations 122
Creating Sustainability Focused Generations 122
2.10 Customer Service 124
Refinements to Our Approach 124
Customer Self-Service 125
Online Account 125
See Schedule 126
Automated Customer Notifications 126
Process for Handling Calls 126
Call Metrics 127
Post-Call Analysis 127
Customer Satisfaction Surveys 127
Net Promoter Score 128
Track My Truck 128
CCCSWA Specific Reporting View Access 129
Digital Operations 129
Technological Impact 130
Emerging Technology 130
2.11 Billing 132
Jurisdiction Billing References 133

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Sample Residential Billing Invoice 134
Sample Commercial Billing Invoice 135
2.12 Implementation Plan 136
Our Approach 136
Implementation Table 139
2.13 Subcontractors 140
2.14 Management and Customer Service Systems 141
InfoPro 141
Salesforce 142
Trux 142
Dossier 142
Phone System 143
Digital Operations - RISE 143
Technological Impact 144
Recyclist Software Tracking and Reporting System 144
Emerging Technology 145
Managing Inquiries and Complaints 146
Quality Control Documentation 146
Customer Satisfaction Surveys 147
Universal Service Commitments 147
Sample Reports 149
Customer Service Call Stats 150
KMT/Salesforce Job Aid 151
3. Technical Proposal for Required Alternative Bid Services 156
Alternative 1: Re-label all carts by end of year 1. 156
Alternative 2: Replace all Carts by end of year 1. 156
Alternative 3: Second Recycling Cart (no additional charge for SFD). 156
Alternative 4: Unlimited recycling (no additional charge for SFD overages and/or additional carts). 157
Alternative 5: Second Organics Cart (no additional charge for SFD). 157
Alternative 6: Unlimited organics (no additional charge for SFD overages and/or additional carts). 157
Alternative 7: MFD Battery Collection (16+ unit properties). 158
Alternative 8: Weekend Collection of public litter in downtown areas. 158
Alternative 9: SB 1383 Route Reviews/Container Audits. 158
4. Innovative and Cost-Saving Services 160
Alternative 1: Implementation of ZEV Residential ASL's (Innovative) 160

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Alternative 2: Cooking Oil Program (Cost Savings) 160
Alternative 3: Commercial Bin/Dumpster Re-Stickering & Brown Food Waste Containers (Cost Savings) 160
Alternative 4: Member Agency Roll-off Service (Cost Savings) 160
Alternative 5: Phased-in Truck replacement Schedule Combined with Cost Savings Alternatives #2 – 4 161
5. Environmental Considerations 162
Transforming Plastics Circularity 165
Advancing Decarbonization Solutions 166
Recycled Products - Operations 166
Internal Waste Reduction and Reuse Protocol: 166
Emergency Response 167
Emergency Response to Non-Disaster Events 168
Light Bulbs and Batteries 169
Medical Waste 169
Leveraging Public Education 169
Recycling Simplified Overview 170
The Future? 171
6. Acceptance of RFP and Franchise Agreement 172
Exceptions 172
7. Cost Proposal 173
7.1 General Guidelines 173
7.2 Cost Proposal for Base Services 174
7.3 Cost Proposal for Alternative Services 175
7.4 Cost Proposal for Innovative and Cost-Saving Services 176
8. Other Proposal Forms 177
8.1 Secretary's Certificate 177
8.2 Anti-Collusion Affidavit 178
8.3 Iran Contracting Act Certification 180
9. Value Added Service Offerings to the CCCSWA 181
Existing Containers 181
Annual Compost Giveaways 181
Shredding Events 181
Virtual Town Halls 182
Annual Route Reviews for Contamination Monitoring 182
RecycleSmart-ies Program 182
Creating Top Talent 183

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Driver Training Program 183
Technical Institute 183
General Manager Accelerated Program (GMAP) 184
Leadership Academy 184
DoD SkillBridge 184
Talent Link 184
Employee Engagement 185

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Cover Letter

February 07, 2025

David Krueger
Executive Director
RecycleSmart
1850 Mt. Diablo Blvd., Ste. 320
Walnut Creek, CA 94596
(925) 906-1803

Ref: REQUEST FOR PROPOSALS FOR COLLECTION SERVICES FOR SOLID WASTE, RECYCLABLES, ORGANICS, AND COMMERCIAL FOOD SCRAPS

Dear Mr. Krueger:

As the Central Contra Costa Solid Waste Authority's incumbent solid waste collection service provider for over 20 years, Allied Waste Systems, Inc. dba Allied Waste Services of Contra Costa County dba Republic Services of Contra Costa County, a Stock Corporation – Delaware – Stock, (Republic Services) is pleased to provide its proposal for the above referenced services. We have thoroughly, and thoughtfully, reviewed the Authority's Request for Proposals (RFP), draft agreement, all attachments, exhibits, addenda, and other documents relative to the RFP. In addition, we have engaged our in-house experts to conduct all necessary due diligence to investigate and confirm the material facts upon which this proposal is based.

Republic Services is the most experienced solid waste and recycling service providers in Contra Costa County. As the current long-term service provider for the Contra Costa County communities of Antioch, Clayton, Crockett-Tormey-Port Costa, Danville, Hercules, Lafayette, Martinez, Moraga, Pleasant Hill, Orinda, Richmond, Rodeo, Rossmoor, San Pablo, Pinole, Unincorporated Central and West County, and Walnut Creek, our local presence is more than just a fleet of trucks servicing over 125,000 residential customers, 8,000 Commercial/MFD and 500+ Industrial customers each week. We also own and operate locally, a full complement of materials processing facilities including: West Contra Costa County Integrated Resource Recovery Facility, HHW Drop-off Facility, West County Organics Compost Site, C & D sorting site, Contra Costa and Golden Bear Transfer Stations, Keller Canyon Landfill in Pittsburg, CA, and two hauling divisions in both central and west Contra Costa County.

Currently, all Republic Services' municipal service areas are compliant with AB 939, AB 341, AB 827, AB 1826 and SB 1383. Thus, Republic Services continues to offer the highest standard of service at the lowest risk to each City and guarantees a seamless transition for implementing new programs stemming from SB 1383, the most comprehensive and robust California solid-waste legislation to impact local communities since the passage of AB 939.

Republic Services is an industry leader, currently handling more than 100 million annual tons of waste and recyclable materials for nearly 14 million customers nationwide. We locally employ hundreds of employees with decades of experience, we offer diversified capabilities and expertise serving and supporting local government clients of all sizes, including proudly the Central Contra Costa Solid Waste Authority's communities.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Our long-term presence in Contra Costa County provides an innate understanding and appreciation for the multifaceted and unique character and personality of each community, disparity in service needs or desires and economic conditions.

As General Manager, I will serve as the principal key contact for this project and be responsible for general oversight and management of collection services for the Authority's Franchise Agreement, and can be reached by telephone at (925)374-2724, or by e-mail at VCabrera2@republicservices.com. Our office is located at 441 N. Buchanan Circle Pacheco, CA 94553.

The Certificate of Secretary designating my representation and ability to authorize the submission of this proposal can be found immediately after this cover letter as well as in Section 8 "Other Proposal Forms," of this proposal.

My team and I have examined, understand, and agree to the terms and conditions of the RFP, the Draft Collections Agreement and will abide by the various requirements besides those items to which we have taken exception to as outlined in Section 6 of this proposal. My team and I conducted all due diligence necessary to confirm material facts upon which the proposal is based. I have additionally received the following addenda:

Addendum No. 1 – Received November 21, 2024
Addendum No. 2 – Received December 20, 2024
Addendum No. 3 – Received January 09, 2025
Addendum No. 4 – Received January 21, 2025
Addendum No. 5 – Received January 22, 2025

Within this proposal, Republic Services has included a list of alternative programs and corresponding pricing for "optional services offerings" as allowed in the RFP. These optional service offerings are proposed as alternatives to the base-required services to which we believe provide greater cost saving opportunities and equity to the Authority's ratepayers. We have succinctly outlined these alternative service offerings in Section 4 and their associated costs in Section 7.4 of this proposal.

As required by the RFP, Republic Services unconditionally agrees to adhere to the Franchise Procurement Process Integrity Policy and acknowledges that we are responsible for ensuring compliance with the Policy on behalf of our employees, agents, consultants, lobbyists, other entities, and individuals acting on our behalf. If selected as the Authority's Collection Services Provider, Republic Services will enter the Collection Services Agreement with the Authority for collection of all garbage, recyclable and organics materials that pertain to this Agreement.

Continued to next page.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Mr. David Krueger
Executive Director
February 07, 2025
Page 3

We stand behind this proposal with the commitment of providing unwavering support and assistance to continue to maintain compliance with state regulations, CalRecycle and local community diversion goals. I, the undersigned, am authorized to bind this company in contract with the Central Contra Costa Solid Waste Authority for the scope of services outlined in the RFP, and I look forward to the opportunity to continue serving both the Authority's Member Agency cities.

Respectfully,



Victor Cabrera
General Manager, Contra Costa Hauling

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Certificate of Secretary

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE COLLECTION SERVICES FOR SOLID WASTE, RECYCLABLES, ORGANICS AND COMMERCIAL FOOD SCRAPS FOR CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY IN THE STATE OF CALIFORNIA

The undersigned, Secretary of **ALLIED WASTE SYSTEMS, INC.**, a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **VICTOR CABRERA** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 10th day of January, 2025.

Lauren McKeon

Lauren McKeon, Secretary

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Executive Summary

Republic Services is the national leader in comprehensive environmental services, currently partnered with more than 2,000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.

Best Value

Republic Services is so much more than a traditional hauler of municipal solid waste and recycling. We know that by offering differentiated products, services and experiences designed to meet our customers' wants and needs, we drive customer loyalty and customer satisfaction. We continue to invest in and enhance our customer-facing technology. We also use our RISE technology platform for visibility into our dispatch and collection operations. This technology equips our dispatchers with real-time routing information and enhanced data visualization tools. This platform has significantly increased connectivity with our customers, offering them the ability to "Track My Truck" – which also further empowers our employees, improves productivity and transforms our overall operations.

We know our customers care about recycling, and they have demonstrated a willingness to pay for it. We continue to make progress working with our municipal partners in transforming recycling into a more durable, economically sustainable business model. Recycling is essential to our sustainability platform, and we continue to invest in the business for the long term.

Republic Services is your low-risk, best value partner

- 415 Republic employees live within CCCSWA and Contra Costa County limits.
- 20+ years continuously serving CCCSWA
- Reliable – 98% pickup rate average in the past 12-months
- Safer – 35% fewer incidents than industry average
- Environmental Responsibility – #19 on the 2024 Barron's 100 Most Sustainable Companies
- Owner and operator of the largest hazardous waste disposal portfolio in America

*Figure 1. **Your Low-Risk, Best Value** Partner. Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.*

Strengths of our Company	Benefits to Municipality
99.9% companywide on-time reliability rate.	Happy community; fewer calls to Authority
35% safer than industry average	Fewer incidents; safer community streets for children at play
Simple solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized #19 on the 2024 Barron's list of 100 Most Sustainable Companies	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Hundreds of trained agents networked together nationwide, organized in pods that focus on your market
Web- and smartphone-based app for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion

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Most evident is our innovation and investment to develop the nation's first polymer centers, delivering the production quality plastic polymers and olefins to enable true plastic circularity, and capacity to cover all of our operations in the country.

Our Values

Our company culture is anchored in 5 core values, which guide us as we serve our customers every day.

- **Safe** – We protect the livelihoods of our colleagues and our communities.
- **Committed to Serve** – We go above and beyond to exceed our customers' expectations.
- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.
- **Human-Centered** – We respect the dignity and unique potential of every person.

We believe that by adhering to these core values, and constantly driving to improve on them, we deliver superior service, differentiate our company from the competition, all while leading the industry as the most sustainable partner for our municipalities.

*Figure 2. **Five core values** guide us as we serve our customers every day.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Local Leadership with National Support

Our local team is vital to the continued successful delivery of this contract and its daily operations. This team's unique combination of experience ensures quality service for the duration of the contract. Our local and area management teams have extensive industry experience operating and managing solid waste companies and have longevity in the region. Because of this, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

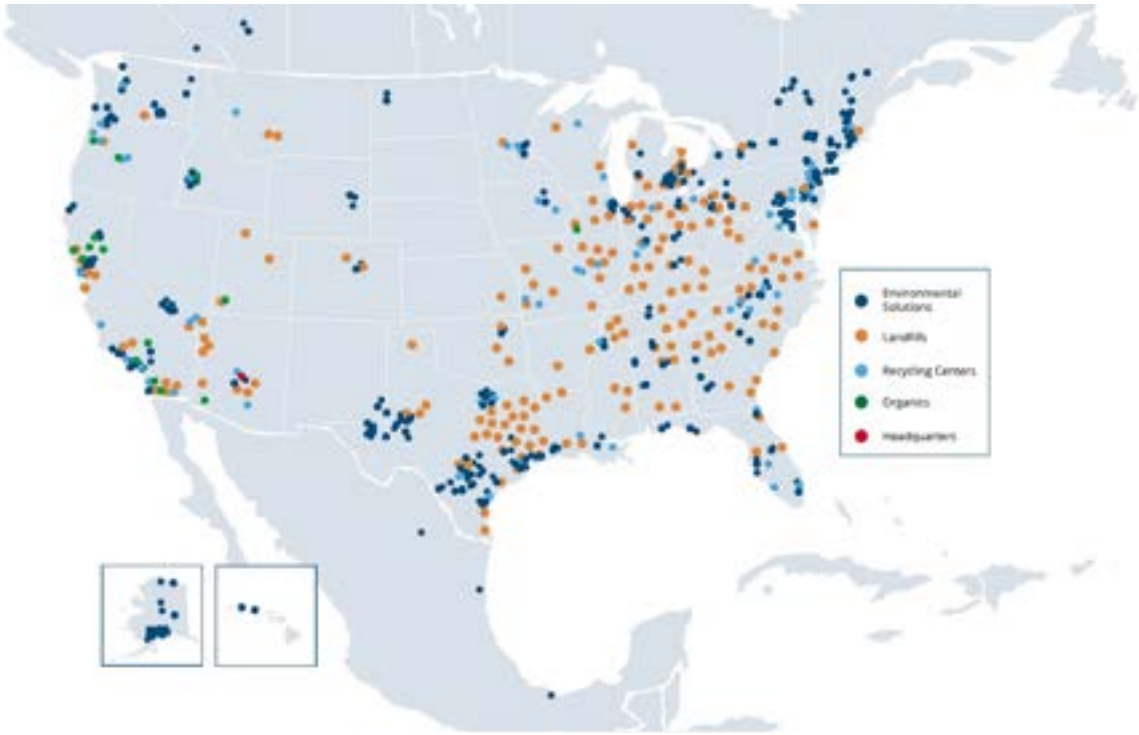
While our local business operation is fully empowered and accountable for delivering our commitments, they are also backed by the support and breadth of our area and corporate leadership teams, capable of amassing expertise and support to assist or respond to any challenge. An example of this benefit to you is the response capabilities during times of crisis, such as COVID-19 and natural disasters. In times of challenges like this, our area and corporate teams activate to ensure our people are safe and our assets are operational, so we can return to normal operations quickly. This is a considerable benefit and risk mitigation to CCCSWA that many other providers in the industry are unable to stand behind.

Safety

We prioritize safety above all else. When people feel safe, they can fully participate every day in the opportunities that are available to them.

Republic Services has a consistently low occurrence of incidents and accidents and is known for our strict focus on safety and corresponding best in industry, multi-faceted, and well-organized safety program. Republic Services has a 35% lower than the average industry incident rate based on OSHA recordable data. Employees, the public and rate payers all benefit from Republic Services' dedication to safety. We

*Figure 3. **Local team with a national network.** Republic Services delivers essential services and Emergency Response in almost every state in North America.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

have been, and will continue to strive to be, the safest waste services company in America.

Sustainability

The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact, to landfills that generate renewable energy, we are **Sustainability in Action**™. Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

We are guardians of our environment and have a big responsibility to it. We lead by example, working diligently by decreasing our vehicle emissions, creating innovative landfill technologies, generating and using renewable energy, and cultivating community engagement and employee growth opportunities. We are privileged to serve millions of customers nationwide. Republic Services' multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements are the cornerstone of our 2030 Sustainability Goals as noted below in Figure 4.

Talent

Engaged employees are the greatest indicator of our success. We provide ongoing job training, growth and development opportunities for our employees at every level. We are invested in them and continue to look for meaningful ways to demonstrate our appreciation for the hard work and dedication they show every day. Our active

Figure 4. ***Our 2030 Sustainability Goals encompass Safety, Talent, Communities and Climate Leadership***



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inclusion and diversity efforts work to ensure everyone can bring their best selves to work each day.

Republic Services' local offices are staffed with a committed team of over 400 professionals who take personal responsibility for serving customers with care. Republic Services is also an industry leader providing the strength of our national network, decades of experience, diversified capabilities and expertise serving clients of all sizes — including, proudly, CCCSWA**.**

Climate Leadership

In 2017, Republic Services announced its Sustainability Platform and from it our 2030 Sustainability Goals were born. These ambitious goals help us strive to do best by our environment, keep us accountable to responsible disposal and help us benchmark our successes.

Communities

We are dedicated to being a good neighbor in the communities in which we live and work. This includes investing back into our communities through customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in our markets at the highest standards.

Republic Services' community engagement plan is based on the needs of the community-based organizations and civic and business entities. Republic Services has a track record of giving to and investing in the local CCCSWA communities.

Figure 5. Republic Services is a true community partner within the CCCSWA service area. We frequently meet onsite with our customers to educate and ensure best disposal practices.



Sustainability as a Platform for Growth

Our commitment to sustainability includes major investments in the future of our planet. We are actively innovating and driving the industry in new directions, which ultimately will transform ways in which the recyclable materials in America achieve circularity, as well as dramatic reductions in emissions attributed to landfills and fleet vehicles. Four relevant examples of this commitment and industry leadership are outlined below and are directly related to the third-party recognition and awards that we continue to receive.

Renewable Energy

Our landfills around the country safely and responsibly handle our customers' waste. These sites also provide a lesser-known benefit to the communities we serve – they're producing renewable energy.

When organic waste breaks down in a landfill, the natural process creates biogas, which consists largely of methane. We capture this gas though collection systems, and, for many years, have utilized it to generate energy. Our legacy landfill gas-to-energy (LFGTE) projects produce electricity for the public utility grid.

Today, demand for renewable energy is being driven by efforts to decarbonize and reduce emissions, so our focus has shifted to production of renewable natural gas (RNG). RNG can be used for a variety of applications to displace conventional gas from fossil fuels. As a transportation fuel, it can reduce emissions up to 70%, which has made it highly valued in the marketplace.

To help meet this rapidly growing demand, we recently announced a joint venture with Archaea Energy/bp to develop 40 landfill

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RNG projects across 19 states. This venture is the nation's largest RNG portfolio build-out to date, offering both environmental and economic sustainability.

Once fully operational, these projects are expected to generate approximately 12.5 million MMBtu of RNG annually – equivalent to the average annual natural gas usage of nearly 200,000 residential customers in the U.S. We already are involved with 69 LFGTE projects around the country, and these additional deployments give us scale to make a significant climate impact directly from our operations.

Once all 40 projects are online in 2027, we anticipate capturing and beneficially reusing

Figure 6. The partnership of Republic Services and the CCCSWA (RecycleSmart) has produced significant and tangible results regarding waste reduction across the service area for the past 10+ years. Together, we are committed to remain a game changer in the industry!



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

70% of our total landfill gas and making significant progress toward our Renewable Energy goal.

Electric Vehicles

Creating a more sustainable world means reducing emissions across our operations and in the communities we serve. That's why Republic Services has made an industry-leading commitment to fleet electrification.

Recycling and waste collection is especially well-suited for electrification. Collection trucks drive short and consistent distances, operate at slower speeds, make hundreds of stops throughout the day and return to a base where they can recharge overnight. Electric vehicles (EVs) also offer a superior customer experience, with cleaner and quieter operations in the neighborhoods we serve.

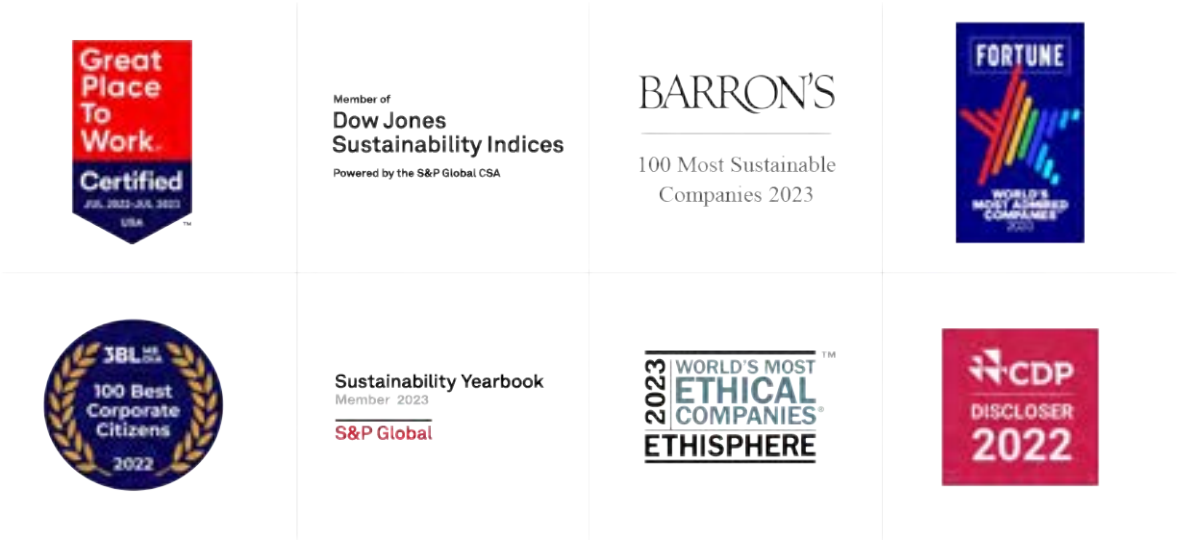
Our first electric trucks are powered by the public utility grid. Even in states with the highest grid carbon intensities, EVs have significant greenhouse gas benefits over diesel vehicles. Batteries and electric motors are incredibly efficient at converting energy to propulsion – and, combined with regenerative braking, our electric collection trucks are three to four times more fuel-efficient than a diesel truck.

In 2021, Republic began operating our first regular collection routes with electric trucks. In Idaho, three EVs are collecting commercial recycling, and we have two more EVs operating in North Carolina. These EVs are already delivering economic as well as environmental benefits, with lower fuel and maintenance costs in addition to zero carbon emissions.

In 2023, we announced a partnership with Oshkosh, in which we collaborated on the design for the first frame-up electric vehicle platform. The platform offers 30% more room in the cab of the vehicle for the driver, because there is no engine under the cabin. Additionally, the platform has state-of-the-art safety features, which position it well to serve the communities where we live and work.

We expect the pace of our electric truck rollout to accelerate in future years, and plan to electrify a significant portion of our fleet by 2030.

Figure 7. ***Recognition supports our approach.*** *Engaged employees and leadership make Republic Services an employer of choice.*



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Polymer Center

Plastics circularity has traditionally been a challenge in the recycling industry. While many people do their best to recycle, what's not broadly understood is the lifecycle potential of different recycled materials. While an aluminum can is generally recycled back into a new can, a water bottle or detergent jug is more likely to be remade into products such as textiles, carpet or construction pipe instead of a new bottle or jug. These "downcycled" products have few options for further recycling, so their lifecycle tends to be finite – not circular.

But demand is growing for recycled plastics that can be reused in consumer packaging, and the current supply is not keeping up. Republic Services wants to keep plastic packaging in the circular economy.

We have an innovative solution: the Republic Services Polymer Center, the nation's first integrated plastics recycling facility. This will enable us to manage the plastics stream through an integrated process from curbside collection of recyclable material to production and delivery of high-quality recycled content for consumer packaging. The facility is designed to directly address increasing demand from consumer brands and packaging manufacturers for recycled plastic, driving value for recovered resins and enabling greater circularity.

Our first Polymer Center, opened in Las Vegas in 2023, is processing plastics from Republic's recycling facilities in the West, with three to five additional sites planned to provide nationwide coverage in the future. These sites will help recover a greater volume of valuable plastics, expand the materials accepted for recycling in some communities and help support our Circular Economy goal.

Environmental Services

In May 2022, Republic Services acquired US Ecology, a leading provider of environmental solutions, offering treatment, recycling and disposal of hazardous, non-hazardous and special waste.

This acquisition complements our previous acquisitions of ACV Enviro and ECOFLO, in late 2021, and enables Republic Services to provide customers with the most complete set of product offerings across the environmental services space.
US Ecology adds a national platform of difficult-to-replicate assets and talent to Republic Services. This includes adding nine specialty waste landfills with five hazardous waste landfills, 16 RCRA permitted TSDFs, seven wastewater treatment facilities, and more than 100 environmental services field locations including treatment and recycling centers.

Customers with multiple recycling and waste service needs value the ability to consolidate services with a single partner who has a successful track record of safety, compliance and environmental responsibility.

These important new service capabilities added to the Republic Services portfolio mean that we can now safely and responsibly manage more of the non-standard waste collection and processing tasks that are critical to all municipalities across the country. Residential customers can enjoy drop-off or collection programs for household hazardous waste, electronics,

Figure 8. Republic Services has a genuine and true presence in each community of the CCCSWA service area.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

universal waste or medical sharps. Commercial and industrial customers can now expand their collection program to include vacuum cleanout services, collection of oils or solvents, or other unique materials that come from the business or manufacturing process.

Lastly, municipalities can now enjoy a single partner that can step in to support cleanups of abandoned waste, homeless encampments, drug labs seized by police, as well as emergency response from spills, remediation, or natural disasters.

For example, the Republic Services team was at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021. A third party's pipeline ruptured, resulting in more than 125,000 gallons of crude oil washing ashore. When called into service, we quickly mobilized 250 people who worked to support recovery efforts including the collection, transport and disposal of oil-soaked waste.

We are excited to be your best value partner, because we know the company we will continue to become during the term of your contract and beyond.

Our Commitment to the Highest Service Quality

In this submitted proposal, Republic Services ensures that we have accounted for all the necessary assets to provide worldclass service to CCCSWA on an everyday basis. Our operational assets in this proposal will ensure all CCCSWA customers are serviced on their scheduled collection

Figure 9. Republic Services is dedicated to our CCCSWA "customers" of ALL ages…including our elementary school friends in the Town of Danville!



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

day, routes will be completed each day (not accounting for uncontrollable circumstances), containers will be delivered/removed when scheduled, phones will be answered by local customer service experts, trucks will be maintained and route-ready each morning, and calls to the CCCSWA will be limited. Our porposal includes the following necessary assets to fulfill this promise:

- Appropriate number of routes, vehicles and drivers to service the customer/container quantities and distance to the designated disposal facilities
- Appropriate quantity and maintenance technicians to repair operational issues
- Appropriate administrative staffing to fulfill contractual obligations and reporting
- Appropriate customer service agents to provide "personal" positive experiences
- Appropriate spare vehicles to account for unexpected truck breakdowns and other uncontrollable circumstances
- Appropriate space designated at Republic Services' maintenance yard to store/house containers, special collection volumes, and in-kind customer equipment offerings (i.e. kitchen pails, oil jugs, etc.)

*Figure 10. **Your Republic Services Team and Neighbors** – each one of us is dedicated to the high-quality collection service, world-class customer service, advancement of education and environmental sustainability, and most importantly…each RecycleSmart customer!*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

1. Company Description

1.1 Business Structure

Republic Services is a national leader in environmental services, delivering essential services to more than 2,000 communities, and 13 million customers.

Local Presence

For decades, Republic Services has partnered with municipalities, residents and businesses to provide solid waste, recycling, organics, and bulky item collection services.

Republic Services serves the communities where our employees live. In fact, as a community partner, we employ approximately 415 people within CCCSWA.

We place great importance on talent and recognize that our employees are our most important asset. Republic Services endeavors to provide the very best working conditions, including a safe environment, competitive pay and benefits, and many opportunities for personal and professional growth. In fact, many of our supervisors and managers began their careers at Republic Services as drivers, landfill operators or technicians.

Our Company

Republic Services is an industry leader in environmental services, recycling and waste. With the acquisition of US Ecology in 2022, we can now offer customers the most comprehensive set of products and services available from a single company.

With 39,000 employees and 16,000 trucks on the road, we operate the fifth largest vocational fleet, and we're able to serve customers throughout the nation and beyond. Our extensive infrastructure includes 198 active, modern landfills and 71 recycling centers.

In addition to our daily operations, we have our eyes on the future, currently operating 77 landfill gas and renewable energy projects, and we're adding 39 more in a joint venture with Archaea Energy/bp in the next decade.

Republic Services invests in our communities by continuing to provide customers with safe, customer-service-focused solutions.

- Municipalities that partner with Republic Services typically renew or extend their contracts about 90% of the time. We've had some partnerships for longer than 50 years.
- Our 16,000 drivers execute more than 5M pickups/day nationwide.
- Republic Services Charitable Foundation gives back to communities through our National Neighborhood Promise and community-based grant programs.
- 115,000+ residential customers, 4,500+ commercial, and 400+ industrial customers in Market serviced by our Contra Costa Hauling Division.
- Republic Services deploys 180+ trucks daily from its local collection operations.

*Figure 11. **Environmental Responsibility**. We believe there will always be more we can do to enhance our sustainability efforts, and, in the process, strengthen our business.*



Legal Name of Proposing Entity

As stated in the *Cover Letter,* the legal proposing entity which would sign the awarded *Franchise Agreement* is **Allied Waste Systems, Inc. dba Allied Waste Services of Contra Costa County dba Republic Services of Contra Costa County**, a stock corporation and wholly owned subsidiary of Republic Services, Inc., is the US-specific form of a stock corporation. Services will be provided by **Allied Waste Systems, Inc. dba Allied Waste Services of Contra Costa County**

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

dba Republic Services of Contra Costa County.

Years Incorporated and Doing Business

Allied Waste Systems, Inc. was incorporated in 1972 as indicated in the *Corporate Data Sheet* (following page) and has been operating continuously as the same legal entity since that time. However, Republic Services, through its legacy companies, has been providing solid waste services in Northern California for over 100 years.

Our Promise

Sustainability in Action™ is our promise and it's more than just a promise for us. It's who we are and what we do. As an environmental services leader, we make a commitment to operate in the most responsible way possible. We're not waiting for tomorrow; we're doing the hard work of sustainability today, within every facet of our business.

Our Vision

Republic Services' vision is: Partnering with customers to create a more sustainable world. This vision is intentionally ambitious and demonstrates our commitment to achieve real sustainability. We also partner with customers to help them follow through on their commitments and responsibilities.

Names of Officers

The names of all officers for Consolidated are provided in the *Corporate Data Sheet* on the following page.

Corporate and Local Headquarters

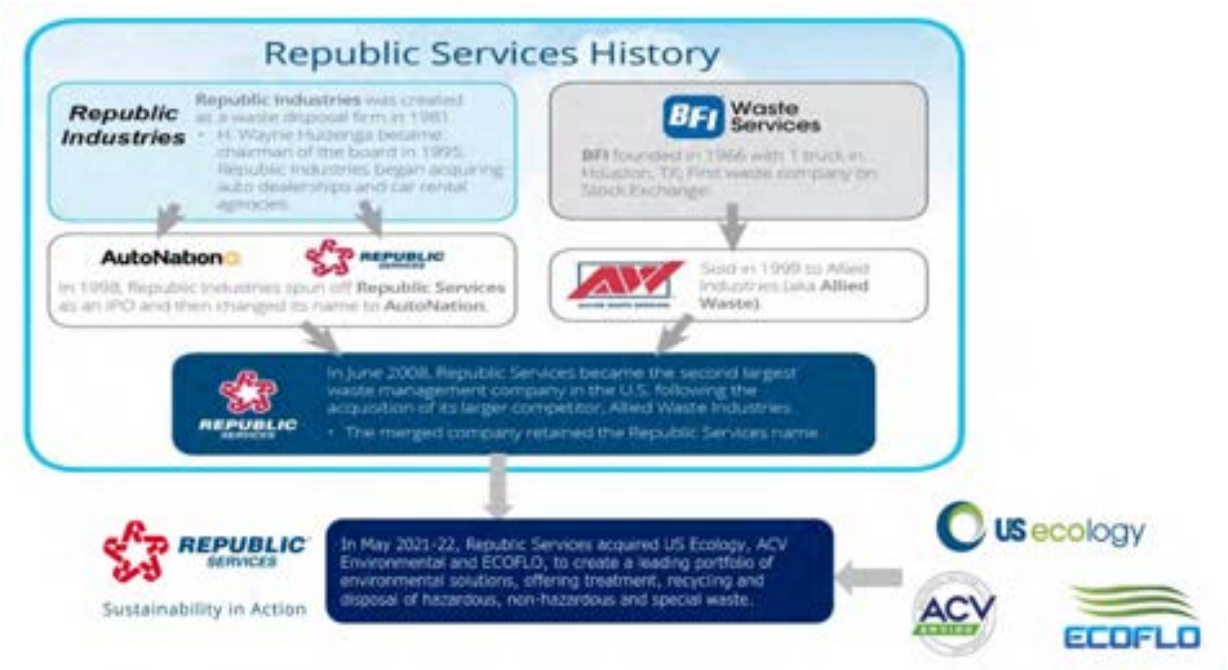
Corporate Headquarters:

Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054
(480) 627-2700

Local Headquarters:

441 N. Buchanan Circle. Pacheco, CA 94553

*Figure 12. **Company History**. Today's Republic Services is the product of three former industry leaders in recycling and solid waste, and the 2022 addition of three prominent leaders in environmental services.*



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Corporate Data Sheet

Corporate Data Sheet Report

As of January 10, 2025

Allied Waste Systems, Inc.

Incorporated in Delaware on 08/14/1972

Status:	Current		
Entity Type :	Corporation		
Federal ID #:	36-2750252	**Internal #:**	13
Domicile:			

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Directors

	Title
Elyse M. Carlsen	Director

Officers

	Title
Julia Arambula	President
Jake Anderson	Vice President
Yasser Brenes	Vice President
Ashley Kasarjian	Vice President
Brady Loesch	Vice President
John B. Nickerson	Vice President
Christopher Nie	Vice President
Javara Perrilliat	Vice President
Larson Richardson	Vice President
Bryant Thornton	Vice President
Andrew Wempe	Vice President
Adrienne W. Wilhoit	Vice President
Lawrence D. Focazio	Vice President, Tax
Lauren McKeon	Secretary
Ashley Kasarjian	Assistant Secretary
John B. Nickerson	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary
Calvin R. Boyd	Treasurer

Direct Owners

	Registered in	%Ownership
Allied Waste North America, LLC	Delaware	100.0000 %

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Corporate Data Sheet Report

As of January 10, 2025

Allied Waste Systems, Inc.

Registrations

		Charter No.	Tax ID No.	Date	End Date
Arizona	Qualification	F-0100517-8		10/16/1992	
California	Qualification	1594086		08/24/1987	
Colorado	Qualification	20031287338		09/08/2003	
Delaware	Incorporation	0784271		08/14/1972	
Indiana	Qualification	2006121200666		12/11/2006	
Massachusetts	Qualification	362750252		09/02/1987	
Michigan	Qualification	800991220		02/13/1985	
New Hampshire	Qualification	177958		10/19/1992	
New York	Qualification	1168812		12/03/1987	
Ohio	Qualification	FL650835		02/01/1985	
Oklahoma	Qualification	2300385229	FRX-10156076-08	03/31/1982	
Texas	Qualification	00073885-06	13627502522	08/26/1987	
Utah	Qualification	1023175-0143		01/23/1989	
Wyoming	Qualification	2020-000961885		12/01/2020	

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Certificate of Good Standing

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	ALLIED WASTE SYSTEMS, INC.
Entity No.:	1594086
Registration Date:	08/24/1987
Entity Type:	Stock Corporation - Out of State - Stock
Formed In:	DELAWARE
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 30, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 261379533

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Values

We believe that empowered and engaged employees are the greatest indicator of our success. We are guided by the principles we have adopted as our core values. These include:

Safe – We protect the livelihoods of our colleagues and communities.

Committed to Serve – We go above and beyond to exceed our customers' expectations.

Environmentally Responsible – We take action to improve our environment.

Driven – We deliver results in the right way.

Human-centered – We respect the dignity and unique potential of every person.

Sustainability

At Republic Services, we are dedicated environmental stewards entrusted to properly handle materials every day by increased recycling diversion, generating renewable energy and helping our customers be more resourceful. Republic Services leads by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Sustainability contributes to a cleaner world, provides opportunities to increase customer loyalty, grows our business, motivates our employees and differentiates Republic Services from our competitors.

People

Our people are the center of our success. Attracting, developing and engaging the best talent is critical to our success. Whether it's through our dedication to safety, robust learning and talent development programs or expanding our diversity and inclusion initiatives, we are committed to making Republic Services an employer of choice where the best and brightest come to work.

Leadership

Republic Services' operations are expansive in scope and network but local in operations and service. The dynamics and opportunities differ in each of our markets.

Our national presence allows us to identify and incorporate best practices that drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer. We manage our operations through 12 geographic operating areas, consisting of multiple business units and divisions that each provide recycling and waste collection, transportation and disposal services.

Your municipal contract will be executed locally, by our seasoned team located at the Contra Costa Hauling Division. This team is fully empowered within our company structure to serve you. This local team has the backing and support of corporate staff.

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

The following figure shows information as of April 2024 with respect to the ownership of common stock by shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock:

Figure 13. Ownership beyond five percent

Name of Owner	Percent Owned
Cascade Investment, LLC	34.8%
BlackRock, Inc.	6.5%
The Vanguard Group, Inc.	5.6%

Credit Rating

Republic Services, Inc. has an "investment-grade" rating.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Associations

Republic Services is a member of the following associations. Our employees are actively engaged in these organizations and serve on the board of directors and/or are elected officers in many cases.

- National Waste & Recycling Association (NWRA)
- Solid Waste Association of North America (SWANA)
- Environmental Research and Education Foundation (EREF)
- United States Green Building Council (USGBC)
- Public Affairs Council
- U.S. Conference of Mayors, Solid Waste Advisory Council
- National League of Cities (NLC)
- International City Managers Association (ICMA)
- International Facility Managers Association (IFMA)

Subcontractors

Please see Section 2.13. Subcontractors for a fully detailed description of the subcontracting entities utilized for the scope of services of this agreement.

Sweeping Corporation of America

- Services: Collection services of city cans/public receptacles in Walnut Creek and Danville.
- Previous work rendered with Republic Services: same service past 10 years.

E-Recycling of California

- Services: Processes CCCSWA-collected e-waste from hauling division
- Previous work rendered with Republic Services: same service level for past 8 years.

Rapid Recycle

- Services: collects and processes all white goods collected from CCCSWA customers at Republic Services' hauling division.
- Previous work rendered with Republic Services: same service past 10 years.

Trilogy Medwaste West, LLC or MED Project

- Services: Collects and processes sharps from all sharps containers collected from CCCSWA customers. Sharps containers are stored and collected from Republic Services' hauling division.
- Previous work rendered with Republic Services: same service since 2023.

Race to Zero

- Services: Provides event recycling/sorting and public education materials/resources to CCCSWA customers.
- Previous work rendered with Republic Services: same services past 4 years.

Green Mary

- Services: Provides event recycling/sorting and public education.
- Previous work rendered with Republic Services: same services past 3 years.

Woodchuck Tree Care

- Services: tree chipping for the Canyon
- Previous work rendered with Republic Services: same services past 10 years.

Figure 14. Green Mary helps us with event education and source separation.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

1.2 Collection Experience

The following information outlines Republic Services' experience serving jurisdictions in California. This includes contracts where Republic is serving jurisdictions of similar or larger combined size and similar demographics to the CCCSWA service area.

Northern California

Jurisdiction + Contact Information	Contract and Service Features	
Daly City **Leilani Ramos, Assistant to City Manager** **333 90th Street** **Daly City, CA 94015** **Ph: 650-991-8101** **Email: lramos@dalycity.org**	30 Years of Service	Exclusive Franchise
	Service Features: Residential, Commercial, Multi-Family, Industrial Term: Expires 2031	• Collection of residential, multi-family, commercial and industrial trash, recycling and organics. • Collection of industrial C&D. • Collection of residential and multi-family bulky goods, batteries and cell phones and CFLs. • Collection of residential used cooking oil, motor oil and oil filters. • SB 1383 Compliance – Rolled out beginning 2016. Actively in progress. • Residential Accounts: 23,000 • Commercial Accounts: 750 • Multi-Family Accounts: 350
City of Pleasant Hill **A**nn James, Public Works Manager 100 Gregory Lane Pleasant Hill, CA 94523 Ph: 925-671-5244 Email: ajames@pleasanthillca.org	30 years of service	Exclusive Franchise
	Service Features: Exclusive residential, commercial, and industrial franchise agreement for MSW, recyclables, and organics collection, processing, and disposal Term: 2031	• Approximately 9,800 residential accounts receiving automated weekly. curbside MSW, recyclables, and organics collection. • Approximately 400 commercial accounts receiving MSW, recyclables, and organics collection under a bundled rate. • All material is delivered to Republic Services' Contra Costa Transfer Station with the MSW ultimately disposed at Keller Canyon Landfill, the Recyclables processed at Newby Island MRF and organics processed at West Contra Costa County Composting facility • Republic Services bills and collects for all accounts

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Jurisdiction + Contact Information	Contract and Service Features	
City of Richmond **Samantha Carr, Environmental Manager** **450 Civic Center Plaza** **Richmond, CA 94804** **Ph: (510) 620-5407** **Email: Samantha_carr@ci.richmond.ca.us**	100 Years of Service	Exclusive Franchise
	Service Features: Residential, Commercial, Multi-Family, Industrial Temp & Perm. Term: June 30, 2025, with a new contract expected to commence thereafter	• We collect residential, commercial, roll-off, MSW, recycling, organics, & C&D. • We provide other services like e-waste, universal waste, household hazardous waste, batteries, holiday trees, move-in/move-out service, bulky, and abandoned waste. • Fully SB 1383 compliant as of 2020. • 24,200 single-family customers. • 1,136 multi-family customers. • 1,049 commercial customers. • 139 permanent roll-off customers.
City of San Jose **Monika Rivera, Environmental Services Specialist** **200 E. Santa Clara St.** **San Jose, CA 95113** **Ph: 408-975-2502** **Email: monika.rivera@sanjoseca.gov**	2012 – 13 Years of Service	Exclusive Franchise
	Service Features: Commercial & Industrial Term: Expires 2032	• Commercial and roll-off; Dry, wet, and recyclable materials (Dry: mixed trash, Wet: Organics). • Approximately 40% SB 1383 compliant. SB 1383 requirements were rolled out in January 2023. • 8,041 commercial customers served.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Jurisdiction + Contact Information	Contract and Service Features	
City of Stockton **Grace Smith, City Manager** **22 E. Weber Avenue, Room 301** **Stockton, California, 95202** **Ph: 209-937-7848** **Email: grace.smith@stocktonca.gov**	45 Years of Service	Franchise
	Service Features: Residential, Multi-Family, Commercial, and Industrial. Term: Expires 2029	• Residential, commercial, roll-off/industrial, for trash, recycling, and organics collection. • Annual bulk pick-up service, Christmas Tree collection, community clean-up events. • Fully implemented SB1383 compliance, in monitoring and compliance stage. • Approx. 35,000 residential accounts & 2,000 commercial and multi-family accounts. All receiving weekly service. State the number of single-family, multi-family, and commercial customers served.
Central Contra Costa Solid Waste Authority David Krueger, Executive Director 1850 Mt. Diablo Blvd., Ste. 320 Walnut Creek, CA 94596 PH: (925) 906-1803 Email: david@recyclesmart.org	Contract start: March 01, 2014 Length of Service: 20+ years	Exclusive Franchise
	Service Features: Residential, Commercial, Multi-Family, Industrial. Hauling and post-collections combined services. Term: February 28, 2027	• Residential, commercial, roll-off/industrial, for trash, recycling, and organics collection. • Source separated food scraps collections for commercial customers. • Battery, bulky item, holiday tree, used oil/oil filters, and construction & demolition waste collection services. • 67,000+ single-family residential accounts • 500+ multi-family residential accounts • 3,000+ commercial business accounts • Fully SB 1383 compliant receiving weekly 3-container collection services.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Southern California

Jurisdiction + Contact Information	Contract and Service Features	
City of Anaheim Dan DeBassio, Deputy Public Works Director 200 S Anaheim Boulevard Anaheim, CA 92805 Ph: (714) 765-6875 Email: ddebassio@anaheim.net	73 Years of Service	Exclusive Franchise
	Service Features: Residential, Multi-Family, Commercial, and Industrial. Term: Expires 2031	• We collect residential, commercial, multi-family & industrial trash, recycling, food waste, and mixed organics for all lines of business. • We provide other services like e-waste, universal waste, household hazardous waste collection, batteries, and sharps. • SB1383 was rolled out on 7/1/2023, it is not fully implemented and remains an ongoing process. • 103,000 Single Family customers • 4,234 Commercial Customers • 1,870 Multi-family Customers
City of Carlsbad Avecita Jones, Senior Program Manager Environmental Management Department 1635 Faraday Ave Carlsbad, CA, 92008 Ph: (760) 540-0521 Email: Avecita.Jones@CarlsbadCA.gov	3 Years of Service	Exclusive Franchise
	Service Features: Residential, Multi-Family, Commercial, and Industrial. Term: Expires 2032	• We collect residential, commercial, and industrial solid waste, recycling, food waste & mixed organics for all lines of business. • We provide other services like e-waste, universal waste, household hazardous waste collection, batteries, and sharps. • SB1383 rolled out in July of 2022; 100% compliance. • 31,994 Single Family customers • 1,095 Commercial Customers • 302 Multi-family Customers
City of Santa Ana Stephanie Martinez, Public Works Project Manager 20 Civic Center Plaza Santa Ana, CA 92701 Ph: (714) 497-7824 Email: smartinez10@santa-ana.org	3 Years of Service	Exclusive Franchise
	Service Features: Residential, Commercial, Multi-Family, Industrial Term: Expires 2032	• We collect residential, commercial, and Industrial. Solid waste, Recycling, Food Waste & Mixed Organics for all lines of business. • We provide other services like e-waste, universal waste, household hazardous waste collection, batteries, and sharps. • SB1383 rolled out on July 2022, over 80% compliance. • 41,884 Single Family customers • 3,896 Commercial Customers • 862 Multi-family Customers

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Jurisdiction + Contact Information	Contract and Service Features	
City of Los Angeles Dan Meyers, Solid Resources Commercial Franchise Division 1149 S Broadway St, 5th Floor Los Angeles, CA 90015 Ph: 800-773-2489 Email: Daniel.meyers@lacity.org	8+ Years of Service	Exclusive Franchise
	Service Features: Exclusive Commercial Zones (2) Contract Term: Expires 2027	• Transition from Open Market System to exclusive zone service providers • Weekly automated collection of solid waste, recycling, organics waste and green waste • Zone wide option for curbside recycling and green waste programs • 18,000 customers with source separated programs for commercial, industrial, and multi-family. Permanent / temporary roll-offs and bins (all sizes)

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

1.3 Service Initiation Experience

City of Pleasant Hill Exclusive Franchise 1996-2031	
Contact Person: Ann James, Public Works Manager	
Contact Info: 320 Civic Drive Pleasant Hill, CA 94523 925-671-5244 ajames@pleasanthill.org	CITY OF PLEASANT HILL
Number of Customers: 9,780 Residential 511 Commercial	

Initiation Experience:

- 2021 - Franchise agreement extended to 2031. Included frequency increase for street sweeping. Included all SB 1383 requirements – route reviews, cart/bin colors (cart replacement in 2027; customers paying additional .77% for carts so no additional rate increase will be required), contamination charges. Purchased 4 Big Belly's, manage and service their collection. Provided annual compost giveaways.
  Implementation: This was a new/extended franchise agreement. Worked with city and street sweeping company on new schedule, updated, and mailed new sweeping schedule as well as update website. Mailed postcards to commercial/multi-family customers notifying them their bins would be exchanged over time with the required SB 1383 colors. Provided city update on progress and completion. Included new services in outreach material for all customers.

- 2016 – Franchise amendment to include food waste in yard waste for composting. Distributed food pails to all residential customers.
  Implementation: Food pail delivery postcards were mailed with their delivery schedule. Outreach material was also in the food waste pail describing what could go in the yard waste cart. Residential customers were notified by outreach (mail, website, newsletters) of the types of food and soiled paper that can go in the yard waste cart prior to the start of composting their material.

- 2008 – Franchise amendment to automate single stream recycling in 2004, weekly single stream with variable rates and mandatory commercial recycling.
  Implementation: Operations determined weekly routing. Any day changes were made at the start of the new service and customers received notification. Outreach was sent notifying customers of weekly service; what materials could go in the cart; new rate structure to encourage recycling, and when we would pick up their recycling tubs and drop off their new recycle cart.
- 1999 – Franchise amendment to automate yard waste.
  Implementation: Outreach was sent notifying customers of when they would receive their yard waste cart and when we would pick up their old containers if they did not want them anymore.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

City of Martinez

Exclusive Franchise 2000-2028

Contact Person: Michael Chandler, City Manager

Contact Info: 525 Henrietta Drive
Martinez, CA 94553
(925) 372-3515
Mchandler@cityofmartinez.org

Number of Customers: 11,064 Residential 671 Commercial

Initiation Experience:

- 2016 – Franchise amendment for weekly organics and other new services including change from biweekly to weekly service; food pails available upon request; compost give aways, and additional organics carts available at no charge upon request.
  Implementation: Brochure mailed to residential customers with new rates and new services. Any route day changes were implemented at the start of the new service. Customers notified of any day change. Conducted outreach meetings prior to the start of the program.

- 2011 – Restated and amended agreement with extension.
  Implementation: Sent out bill insert and other outreach to residential notifying them of new services – additional recycling and organics cleanups; increase volume for garbage cleanups; two bulky items picked up for free per year; citywide cleanup; curbside collection of household batteries, CFL's, cell phones; added additional recycle material to program; offer additional recycle and organics carts at no charge; pick up litter in public right-of-way; develop mandatory commercial recycling and organics programs. Worked with operations to set the schedule and tracking form for the citywide cleanup and sent out customer notification. Created educational material for customer service as well as outreach program for commercial customers. Identified/prioritized commercial customers who did not have recycling and those who did not have sufficient recycling to begin outreach. Also identified potential for participation in commercial food waste program. Met with customers and conducted site visits. Did follow-up and schedule delivery of containers.

- 2005 – Franchise amendment for automated single stream recycling.
  Implementation: Contracted with subcontractor to deliver recycle carts and pick up recycle tubs. Identified site to store new carts. Notified customers by mail when containers would be delivered/picked up. Provided customers with information about what could go into the carts.

- 2000 – Franchise amendment for automated yard waste and garbage.
  Implementation: Contracted with subcontractor to deliver organic carts and pick up customer yard waste containers if desired. Identified site to store new carts. Notified customers by mail when containers would be delivered/picked up. Provided customers with information about what could go into the carts.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

City of Clayton

Exclusive Franchise 1996-2033

Contact Person: Regina Rubier, Assistant City Manager

Contact Info:
6000 Heritage Trail
Clayton, CA 94517
(925)673-7308
reginar@claytonca.gov

Number of Customers: 3,941 Residential 82 Commercial

Initiation Experience:

- **2024** – Rolled out SB 1383 Townhome Organics: provided 32 gal organics carts.
  Implementation: Reached out to homeowner's associations regarding the mandatory organics program. Different approaches based on configuration. Notified some residents when food pails and carts would be delivered as well as what was acceptable food waste material. Some complexes were in clusters and carts were delivered to share so the rate would be shared, too. Provided city with implementation plan and confirmed approach to customers.

- **2023** – New Franchise Agreement with new services: residential organics program; food pails; commercial organics program; route reviews; bin refresh, and SB 1383 compliance.
  Implementation: Sent out mail notifying residents when they could start putting food in their yard waste carts and when the food pails would be delivered. Developed schedule for route reviews, use of Recyclist and commercial outreach. Mailed postcard to commercial customers letting them know we would be swapping out their bins with newly painted/SB 1383 color compliant bins. Developed work plan for reaching out and setting up commercial customers on the organics program.

- **2002** – New franchise amendment since purchased recycling contract from California Waste Solutions and new services: automated residential recycling; on call recycle cleanups.
  Implementation: Customers used tubs for recycling. Sent out mail notifying customers we were their new recycle company, how to reach us, delivery of 64 gal recycle cart, a list of acceptable recycle material and new services. Worked with operations on routing and cart delivery.

- **1999** – Implemented automated yard waste.
  Implementation: Ordered yard waste carts. Worked with operations find storage location for carts and set up delivery schedule. Notified customers when carts would be delivered, and new service would begin.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

City of Antioch

Exclusive Franchise 1994-2028

Contact Person: Julie Haas Wajdowicz, Environmental Resource Coordinator

Contact Info:
P.O. Box 5007
Antioch, CA 94531-5007
925-779-7097
jhaas-wajdowicz@antiochca.gov

Number of Customers: 29,941 Residential 865 Commercial

Initiation Experience:

- **2023** – SB 1383 Franchise Amendment – included allowing food in biweekly green waste with the intent of going weekly in 2024; split rate increase over two years; route reviews; delivery of food waste pails; bin refresh and route auditor.
  Implementation: Hired subcontractor to deliver pails. Notified residential customers when pails delivered and what could go in them. Notified commercial customers they would be getting bins with the correct SB 1383 colors over the year. Use of Recyclist to track all SB 1383 activities. Hired Route Auditor and developed tracking form approved by the city of Antioch. To relieve heavy commercial organics routes, some commercial organics customers were moved to residential routes. These customers were called since it was a small number.

- **2022** – Annexation of area serviced by Pittsburg Disposal.
  Implementation: Operations reviewed area and determined what routes would absorb customers and determined service day. Coordinated when Pittsburg Disposal would stop service and pick up their containers. Customers were notified when new carts would be delivered, and their new service start date. There were few commercial and industrial customers, so operations just reach out by phone on service changes.

- **2010** – New Franchise agreement with new services: pickup of illegal dumping; one large item pickup at no charge; expanding recycling; weekly residential recycling; curbside collection of household batteries, LEDs, and cell phones; on call recycle cleanups, mandatory commercial organics and collection of parks and facilities.
  Implementation: Worked with operations on routing and any day changes. Notified customers when weekly service would start. Mailed outreach material detailing new material accepted in program, new services, and new variable rates.

- **2005** – Automated residential curbside recycling.
  Implementation: Collection frequency stayed biweekly. Ordered recycle carts and identified storage area. Contracted with firm to deliver carts and pick up any unwanted recycle tubs. Notified customers of delivery date and acceptable recycle material.

- **2000** - Automated residential yard waste.
  Implementation: Collection frequency stayed biweekly. Ordered yard waste carts and identified storage area. Contracted with firm to deliver carts and pick up any unwanted containers. Notified customers of delivery date and acceptable yard waste material.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

1.4 Key Personnel

Our operations are run locally, by seasoned industry veterans who live in your communities, and are backed by the experience and strength of their area and corporate leadership teams.

Republic Services' structure allows for local decision-making by managers with direct responsibility and experience relevant to the contract operations. Local leadership is knowledgeable of local collection and post-collection processing activities. However, all areas are supported by the extensive resource recovery, technical expertise, infrastructure and financial strength of a large, nationwide company with a corporate headquarters.

Republic Services' in-house training, personnel advancement, recruitment programs and workforce development are some of the most comprehensive in the industry. This enables Republic Services to attract and retain the most highly qualified, dedicated and experienced professionals in the business today.

Local Leadership

Our local personnel are vital to the successful implementation of this contract and its daily operations. We will manage the various operational and administrative components of contract implementation and ongoing service to the CCCSWA. Our local and area management teams' unique combination of operating and managing solid waste companies, recycling expertise and innovative management systems will ensure quality service for the duration of the contract. This allows us to quickly respond and meet your needs all while staying in touch with your local businesses and residents.

Your local Contra Costa business unit has more than 50 years of industry experience

- We provide jobs to more than 39,000 people nationwide, including 415 who live and work in your local communities.
- The local General Manager and his business unit are fully empowered to serve your needs.
- Every business unit is completely supported by area and corporate staff.

Area Leadership

We believe our strong area management team allows us to effectively drive our initiatives and helps ensure consistency across the organization. These teams have extensive authority, responsibility and autonomy for operations within their

Figure 15. ***Transition Team Organizational Chart****. The organization chart outlines the Transition team who will manage the transition process through contract implementation.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

geographic markets. Because we retain experienced managers with extensive knowledge of their local communities, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service.

National Backing

Each of our local business operations is fully empowered and accountable for delivering our commitments to our customers. They are however, backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate strength to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis such as hurricanes, tornados or other natural disasters. In times of challenges like these, our area and corporate teams activate to ensure people are safe and our assets are operational, so we can return to normal operations as soon as possible.

Key Personnel Bios

Your local team has been working together for many years, serving 40+ municipalities in your area. The key positions and roles involved in the delivery of this contract are listed below:



Yasser Brenes, Area President

206-249-5381

Yasser Brenes has over 7 years of experience in the solid waste industry, all with Republic Services, and oversees the strategic and operational direction for the West Area, including Central and Northern California. He is responsible for managing over 3,000 employees in the (41) solid waste divisions which include (7) landfills, (12) transfer stations, (2) recycling centers, (3) composting facilities, (1) anaerobic digestion plant, and (1) railyard. His area generates 1+ billion in annual revenue with a focus on strategic integrated growth.

With Republic Services, Yasser has managed an increasingly large number of operating subsidiaries and successfully managed growth related to expansion of services with municipalities, acquisitions, and the roll-out of new service packages. Yasser has served in roles with Republic Services as South Area President, VP-Customer Zeal, Director of Operations, and General Manager. Through his experience with Republic Services, Yasser has become very familiar with municipal issues and the need to identify a company able to provide reliable and cost-effective collection, processing, and disposal services.



Anthony Mann, Area Vice President

925-357-0479

Anthony Mann is the Area Vice President for our Northern California markets and oversees a $600MM P&L across five business units (including CCTS and Keller Canyon). Anthony's focus is on building operations expertise and improving operations performance in assigned collection/hauling Divisions within the Area. He also works with field operations to ensure durability of standards and processes and plays an essential role in building the capability of the field teams to consistently execute on business plans and budgets, ensuring an optimal customer experience for Republic Services' customers. Prior to joining the Republic Services team, Anthony spent 20 plus years in progressing leadership roles in the consumer goods industry.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236



Manuel Gouveia, Area Municipal Director

562-221-1703

Manuel "Manny" Gouveia is the West Area Municipal Director at Republic Services dedicated to serving the solid waste and recycling service needs of communities across Northern California and Nevada. Manny provides support and oversight to nine Municipal Managers across the geographic market and helps them administer contract compliance to over 50 exclusive and non-exclusive municipal franchise agreements. Manny oversees municipal contract administration, compliance, service implementation planning and program roll-outs, and franchise agreement negotiations. Most recently, Manny oversaw the municipal contract implementation of the exclusive franchise agreement with the City of Santa Ana, CA – one of Republic's newest, and largest, municipal contracts consisting of over 50,000 residential and 6,000 commercial/industrial customers. Manny has additionally been responsible for negotiating franchise agreement amendments and developing program implementations for numerous municipalities' compliance with SB 1383.

Manny has been with Republic for over seven years where he began as a Municipal Manager responsible for franchise agreements in Central Los Angeles and Northern Orange County. Most recently, he served as the Southwest Area Municipal Manager overseeing all of Republic's municipal franchises in Los Angeles and Orange Counties.

Prior to joining Republic, Manny spent over 10 years in the public sector working for US Senator Dianne Feinstein, CA State Senator Carol Liu, and the Upper San Gabriel Valley Municipal Water District – a member agency of the Metropolitan Water District of Southern CA. Manny holds a bachelor's degree in political science from UCLA.



Vic Cabrera, General Manager

925-822-1537

Vic Cabrera is a seasoned operations management leader with over 17 years of experience across diverse industries, including waste management, beverage distribution, retail, and military intelligence.

As the General Manager for Republic Services of Contra Costa County, Vic has played a crucial role in swiftly advancing various areas that required improved business metrics, enhanced customer service, and a more cohesive work environment. His leadership has led to a significant decrease in accidents and injuries, underscoring his dedication to safety and employee well-being.

Previously, as a District Manager at WM in Woodland, CA, Vic's outstanding performance earned him the coveted Circle of Excellence - Eagle Award. Through his efforts, he achieved substantial enhancements in service quality and operational efficiency, while also fostering strong relationships with city and county officials. Known for his mentorship, Vic has successfully guided several route managers to advance into higher General Manager roles. His exemplary performance led to his promotion to District Manager II for the Stockton, CA location, where he commenced critical improvements at a site needing revitalization.

In his earlier role as a Residential Operations Manager at WM in Oakland, Vic successfully managed one of the largest and strongest union sites in the country, achieving Gold status for the first-time in-Service Delivery Optimization. Fluent in Spanish and adept at client relations, Vic

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Cabrera is a problem solver and strategic thinker dedicated to driving business improvement and fostering a team-first environment.



Joe Pulickal, Business Unit Finance Manager

925-822-1545

Joe Pulickal has been a valued member of Republic Services since 2014 and currently serves as the Business Unit Finance Manager, a role he has held since 2018. With over 17 years of accounting and finance experience, Joe brings extensive expertise to the waste management and recycling industry. He holds a B.S. in Accounting with a minor in Economics from the University of Nevada, Reno.

In his current role, Joe oversees all aspects of financial reporting, accounting, accounts receivable/payable, billing, cash management, capital expenditure requests, budgeting, and forecasting. He ensures compliance with company policies, Sarbanes-Oxley regulations, and other regulatory requirements. Joe is also instrumental in managing internal controls, preferred vendor compliance, and proforma analyses, ensuring the Business Unit operates efficiently and aligns with corporate standards.

Reporting directly to the General Manager, Joe has developed a reputation for precision in forecasting, resourceful financial management, and defining service program costs. His analytical abilities, attention to detail, and dedication to accuracy make him a critical asset to the organization, consistently delivering precise financial data and insightful recommendations to support business success.



Susan Hurl, Municipal Liaison

925-671-5804

Susan Hurl began her 40-year career in public service in the California State Legislature. She has worked for several elected officials at the local and state level, lobbied for various interest groups and managed candidate and issue campaigns.

In 1997, Susan went to work for BFI which was eventually acquired by Republic Services. She is responsible for managing franchise agreement compliance and is the direct liaison to many city staff, elected officials, and community organizations. She has coordinated more than 20 transition plans for new service roll outs.

Susan has served on several Boards and Commissions. She is currently a member of the Contra Costa Sustainability Commission; Director, Antioch Chambers of Commerce; Active President, Orinda Chamber of Commerce; Past President of several Chambers of Commerce; Member, Clayton Business and Community Association; Founding Member, An Elderly Wish Foundation; and Past Treasurer, Pleasant Hill Tourism and Improvement District (partial list).

Susan has a Master of Public Administration, John F. Kennedy School of Government, Harvard University and a B.S., Public Administration with a minor in Business Administration, California State University, Sacramento.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236



Kimberly Lam, Municipal Contract Manager

925-457-5546

Kimberly Lam joined Republic Services in 2013 as a Recycling Coordinator and was promoted to Municipal Contract Manager for RecycleSmart in 2018. Prior to Republic, Kim was a champion of sustainability and waste reduction at the University of California, Berkeley where she also helped write the campus Zero Waste Plan. Her experience in commercial recycling and food waste programs has developed her expertise in meeting SB 1383 goals. She oversees a team of ten Sustainability Advisors and works closely with Operations, Customer Service and Accounting to ensure Republic satisfies contractual obligations as well as state laws.

Kim has been a member of Sustainable Contra Costa for 11 years; Co-Director, Zero Waste Youth Convergence; Board Member, Rotary Club of Lafayette, and; Director, Lafayette Chamber of Commerce.

Kim has a Bachelor of Science in Environmental Science and a minor in Energy and Resources from the University of California, Berkeley, and a Master of Business Administration from the University of California, Berkeley, Haas School of Business.

***Kimberly will serve as the full-time dedicated Municipal Contract Manager as required by the RFP.**



Sergio Balderas, Operations Manager

925-374-2357

Reporting to General Manager, Victor Cabrera, Sergio has worked for Republic Services for just over three months but brings nine years of experience in the waste industry. Prior to joining Republic Services, Sergio held General Manager and Operations Manager positions with Waste Management Inc., Iron Mountain Inc., and Aramark Uniform Services, in San Diego, Oakland, and most recently in Sacramento. Additionally, Sergio served for 27 years and retired as a Master Sergeant in the U.S. Marine Corps, holding multiple Operations Manager positions throughout his career and deployments.

Sergio was hired as the Residential Operations Manager in Pacheco, CA, in October of 2024. Sergio implemented changes to streamline morning driver launches and changes to drive down missed pick-ups, which continues to improve daily. Sergio leads a team of seven Residential Supervisors and 120 frontline employees. Born in San Jose, CA. Sergio is married and has three children, with his youngest recently graduating from San Jose State with an Aerospace Engineering Degree. When not working, Sergio enjoys spending time with his family, and attending the Sacramento Kings basketball games as a season ticket holder.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236



Michael Grayson, Operations Manager

925-839-0241

Michael has been an Operations Manager at Republic Services for 2 years. He brings a results-driven approach to managing waste and recycling operations, ensuring seamless service delivery to our customers while promoting environmental sustainability. With a strong background in logistics, team leadership, and operational efficiency, Michael fosters a safe and productive work environment. By leveraging data and performance metrics, he implements process improvements that drive efficiency and performance, enhance customer satisfaction, and reduce operational costs. Michael takes pride in developing strong relationships with customers, local communities, and regulatory agencies, ensuring that Republic is a trusted partner in waste and recycling management.



Frank Sanchez Maintenance Manager

925-723-1091

Frank Sanchez has over 20 years of experience in the heavy-duty and automotive field. He brings a vast, well-versed pool of knowledge and experience. One of Frank's main priorities is to ensure our equipment that services our customers meets all DOT compliance criteria. He cares about serving our communities and minimizing the environmental impact of our fleet. Part of the Maintenance Manager's responsibility is to make sure his team stays current in their skills and knowledge as new equipment technology evolves. Frank has worked with Republic's Services Technical Institute to ensure our technicians are current with Heil, Mc Neilus and CNG and is eager for his team to learn about EV's.



Melissa Barranco, Human Resources Manager

925-671-5826

Melissa Barraco has been employed by Republic Services for almost 20 years as the Human Resources Manager, supporting five divisions (two hauling companies, two landfills and one transfer station). She started as a Human Resources Representative and was promoted to her current manager role within three years. She acts as a business partner with the local management team to expertly manage the human resources function for the Company while maintaining compliance with industry regulatory agencies and company programs. Melissa is responsible for implementing and monitoring corporate and division policies in administration, training, compensation, compliance, and benefits. In addition, Melissa maintains all personnel, medical and DOT files and monitors division compliance with federal, state, and local laws. She has been instrumental in providing human resources advice and consultation to management and employees, including coaching and counseling on performance management issues, conflict management and interpretation of employment policies and resolution. Major projects Melissa has been involved in over the years include small/large acquisitions, managing multiple collective bargaining agreements, facilitating the bi-annual employee engagement survey, leading training and development initiatives and guiding the workforce planning

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

strategies of many different functional areas and complex operating environments.



LaNarce Thomas, Customer Experience Manager

925-822-1540

LaNarce Thomas has worked for Republic Services for 17 years and has over 30 years of customer service experience. She believes in a service culture that puts the customer first by monitoring inbound calls, cases, notes, and emails for escalated customer issues. LaNarce is a passionate Customer Care Manager with a proven track record of optimizing customer experiences through strategic team leadership, effective issue resolution, and continuous improvement initiatives. She is results-oriented maintaining an above average resolution completion and has the highest professional expertise in managing customer service operations, building strong customer relationships, and driving customer loyalty through personalized support. LaNarce performs trend and root-cause analysis on escalations and contributes to cross-functional action plans for a sustainable resolution.



Joe Wilson, Operations Supervisor

925-822-1561

Joe Wilson has worked for Republic Services for almost 4 years. He manages residential and commercial routes in the Lamorinda area. Joe oversees the hard to service routes as well as the Burro (small truck) routes that span most of the hills in the Authority's service area. His day-to-day operations also include customer satisfaction, operational effectiveness, and issue resolution. Outside of work, Joe loves to spend time outside, woodworking, hunting, archery, and family time.



Brandon Revada, Operations Supervisor

925-387-9930

Brandon Revada is a dedicated professional with 15 years of experience in transportation and logistics management. A hardworking, goal-oriented leader, Brandon thrives in team oriented and independent environments. He is passionate about fostering success, whether through impowering his team or achieving individual milestones, and consistently meets deadlines with precision and reliability. As a father of two, Brandon values spending time with family and finds joy in traveling, reading, and gardening. His enthusiasm for leadership extends beyond the workplace, as he brings the same energy and dedication to all aspects of his life. With a proven track record of driving results and inspiring collaboration, Brandon is committed to delivering excellence in everything he does.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236



Andrew Edwards, Operations Supervisor, Container Lead

925-812-7893

Andrew Edwards is the Operations Supervisor and Container Department Lead at Republic Services. He is responsible for overseeing and leading the daily operations and activities of 8 container delivery drivers, the container repair facility which includes 4 welders, 2 laborers and 1 painter, and managing inventory. Andrew has been in the waste management industry for a little over a year. He began his career at Republic Services as the Operations Manager in Central Contra Costa, where he learned the fundamentals of route optimization, the impact of improved driver productivity, equipment usage, safety, and improved customer service.

Andrew's professional background includes over a decade of military leadership experience, leading organizations of 40 to 120 personnel in a combat-arms (Infantry) environment. He is a graduate of the United States Military Academy at West Point and a graduate of the US Army's Ranger School. Additionally, Andrew finished his Executive MBA at the University of Chicago Booth School of Business. He enjoys museums, spending time with friends and family, hiking and biking.



Rebekah Barnes, Operations Supervisor

925.387.9335

Rebekah Barnes is a seasoned professional with four years of experience in the waste industry, recently celebrating her first anniversary at Republic Services. She initially joined the company as a Route Auditor, where she played a crucial role in educating residents about the importance of material sorting, which helped to reduce contamination in recycle and organic waste streams.

In July 2024, Rebekah transitioned over to operations as an Operations Supervisor. In this role, she currently oversees 13 routes in Danville, Alamo, and Walnut Creek. Rebekah is dedicated to providing exceptional service to the residents we serve and continuing to educate the community on waste sorting and diversion. Outside of work, Rebekah enjoys spending time with her family, traveling, and playing softball and golf whenever possible.



Tyler Wake, Operations Supervisor

925-839-0667

Tyler Wake has worked for Republic Services for the last 3 years overseeing the routes that service the residential homes from Danville through Walnut Creek. Prior to working for Republic Services, Tyler worked at Aramark Uniform Service overseeing the production team in Concord. During Tyler's entire career he has prioritized safety and always leads his team with honesty and an uplifting

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

attitude. Tyler is a husband and a dedicated father of three; a 6-year-old son, 5-year-old son and 3-year-old daughter. In his spare time, he enjoys spending time with his family, hiking, and reading.



Gerardo Vega, Commercial Supervisor

925-500-3126

Reporting to Operations Manager, Michael Grayson, Gerardo Vega serves as the Commercial Operations Supervisor for Republic Services. Gerardo started working for Republic Services in May 2024. Gerardo previously worked for Recology from March 2018 until he joined with Republic Services. He is a dedicated husband and father of three children and enjoys spending quality time with his family. Additionally, Gerardo and his family enjoy various activities outside the home and taking cruises with his family.



Marisa Gomez, Roll-Off Supervisor

925-822-1541

I have been working with Republic Services for 10 years 5 months. Started in Customer Service moved up to a Supervisor for Customer Service. Trained CRC in respond time efficiency with escalations. I made sure if CRC could not handle any of their concerns or issues I would deal with the escalation to insure resolution, worked closely with Operations to ensure customer got serviced. In 2019 I was offered a position in Operation as A Roll Off Supervisor opening at 3am making sure the drivers are set to go with routing Roll Off reaching out to customer, safety meetings working closely with Construction companies oversee multiple cities when Supervisor are out helping Dispatch when needed. Work closely with Sales Manager to bring in New Clients. Assisting and training New Supervisors dealing with hazardous materials and audits with the DA. I'm a wife mother of 3 two boys one girl 25, 22 and 15 enjoy going to my daughter soccer games and spending time with my children. Proud of a college student and Navy mom.



Grace Martin, Sustainability Advisor

925-723-2842

Grace graduated from the University of California, Berkeley, with a BS in Environmental Sciences in 2022. During her time at UC Berkeley, she became deeply involved in sustainability programs and policy on campus. Grace was the Green Team Associate for the Student Environmental Resource Center, where she led the implementation and development of the unprecedented policy roadmap for UC Berkeley's Single-Use Plastic Elimination Policy; a researcher with and then facilitator of the Zero Waste Lab; and lastly, she conducted a thesis research project on waste sorting behaviors, knowledge, and barriers faced by students residing in the residence halls, and developed recommendations for how UC Berkeley can achieve their zero waste goal in the residence halls. Equipped with the knowledge and skills gained from her education and previous experiences, Grace is now a Sustainability Advisor with Republic

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Services. In this role, she helps businesses and residents increase their diversion and reduce waste through providing education on waste sorting best practices and ensuring they have the needed resources to do so, with the ultimate goal of helping increase the overall waste diversion and sustainability for this area.



John Taylor, Sustainability Advisor

925-723-2618

John Taylor has worked at Republic Services for the last 12 years. He started in the customer service department where he received numerous awards and recognition for his outstanding customer service. In 2019, John was promoted to a Sustainability Advisor covering, Lafayette, Moraga, and Orinda. His focus has been on reducing landfill waste in Contra Costa County by assisting local businesses, schools, and multi-family units to properly sort their trash, recycling, and organic waste. John has also done recycling presentations for assisted living residents, pre-schools, cub scouts, and churches. John lives with his father and two sons. In his spare time, he enjoys music, sports, and Sunday family dinner.



Santina Gallegos-Asimos, Sustainability Advisor

925-723-1839

Santina Gallegos-Asimos is one of the Sustainability Advisors for the City of Walnut Creek. She has been with Republic Services for 3 years. She has always had a passion for environmental education, research, and sustainability. She received a BS in Environmental Management and Protection with a Minor in Wildlife Biology at Cal Poly San Luis Obispo. In her past careers, she led a crew to conduct research on the Greater Sage-Grouse, taught youth wilderness survival techniques, independently planned and took charge of a floodplain restoration project and had roles in wildlife rescue/animal husbandry. At Republic Services, Santina enjoys using the skills she learned from past careers to teach the public about proper recycling and composting. Her diverse careers have given her a unique perspective that has helped grow her knowledge in sustainable practices, communication, and conflict resolution.



Tessa Grezdo, Sustainability Advisor

925-812-7571

Tessa Grezdo began working as a Sustainability Advisor at Republic Services in 2020 and focuses on helping downtown Walnut Creek businesses and residents with their recycling and composting programs. She earned a Master's in Environmental Management and a B.S. in Environmental Science from the University of San Francisco. Prior to joining Republic Services, Tessa was a zero-waste fellow at the San Francisco Department of the Environment and an environmental scientist at a local environmental consulting firm. Her past professional and academic experiences have provided her with a deep understanding of reuse, recycling, and composting

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

regulations. She has always been passionate about promoting environmental sustainability and enjoys working with the community daily.



Casey Levias, Sustainability Advisor
925-316-9133

Casey Levias has been with Republic Services since 2023. As a Sustainability Advisor, she works with large accounts to help their waste diversion efforts and provide them with recycling and composting resources. Prior to Republic Services, she worked with government accounts for many years, assisting with training and helping them reach higher standards. With her passion for the environment, she knew sustainability would be the next step in her career. She has high standards for herself, her family, and her friends.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Your Tenured CCCSWA Drivers

		
Richard Torres, MSW Driver Hire date: 10/31/1994	**Victor Nunez Nungaray, MSW Driver** Hire date: 2/19/1991	**Jesus Paredes, MSW Driver** Hire date: 7/25/2005
		
Andrez Garcia, Roll-off Driver Hire date: 6/03/2010	**Gabriel Guardo, MSW Driver** Hire Date: 1/08/2007	**Baudelio Flores, MSW Driver** Hire date: 10/26/1998
		
Anthony Salagado, MSW Driver Hire date: 12/19/2003	**Antonio Zapien, MSW Driver** Hire date: 12/19/2003	**George Thompson, MSW Driver** Hire date: 10/18/2004

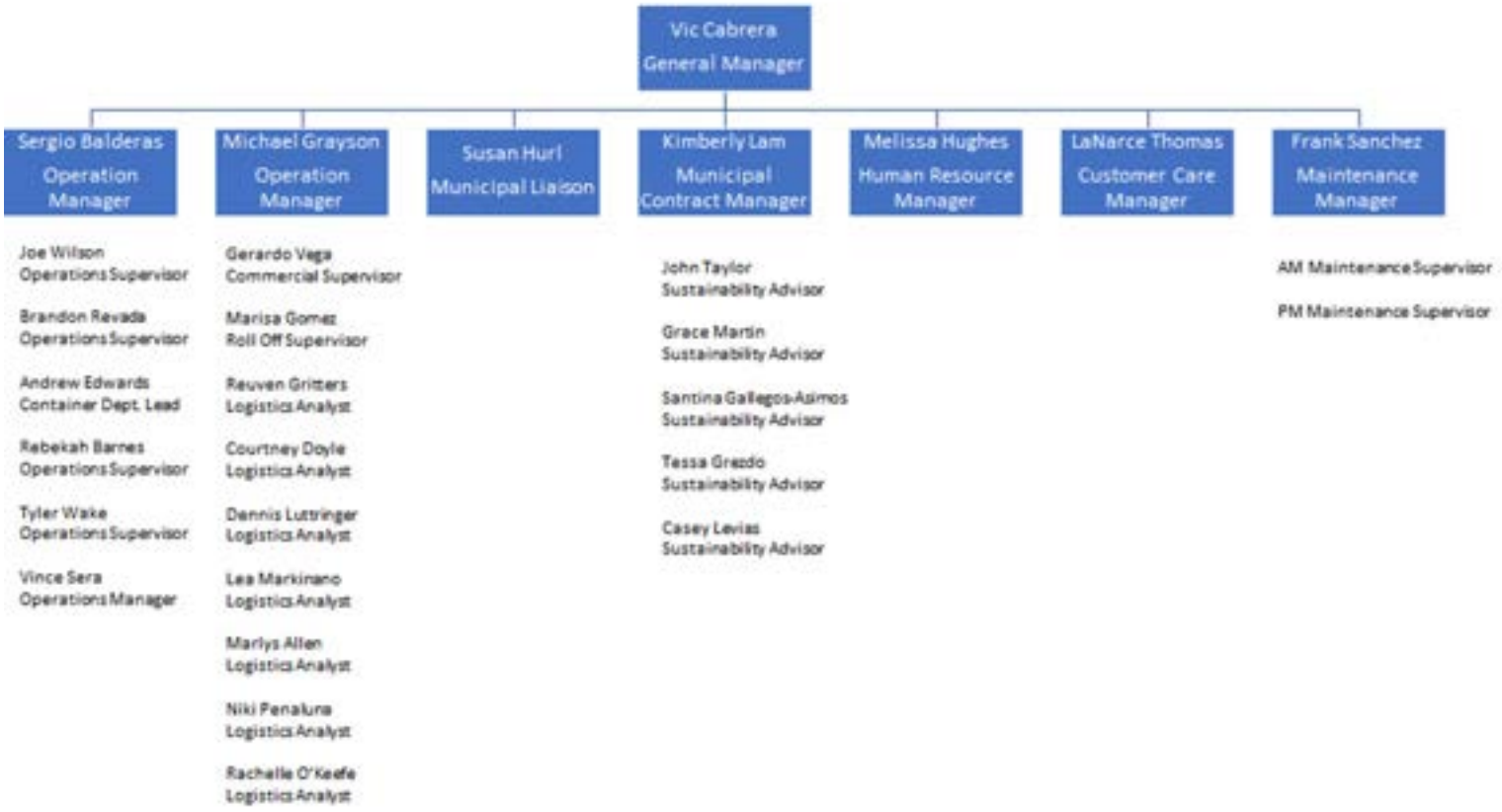
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Your Tenured CCCSWA Drivers

		
Jorge Marenco, MSW Driver Hire date: 7/14/2003	**Carlos Monroy, MSW Driver** Hire date: 7/13/1995	**Saul Contreras, MSW Driver** Hire date: 4/23/1991
		
Christobal Zamora, MSW Driver Hire date: 7/5/2000	**Romiro Alvarez, Roll-off Driver** Hire date: 9/17/2007	

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Figure 16. ***Ongoing Operations and Contract Management Organizational Chart****. The organization chart outlines the team who will manage the daily collection operations and contract compliance.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

1.5 Labor Agreements and Wages

Jurisdictions in which our hauling division's employees are currently represented by labor organizations:

- City of Antioch
- City of Benicia
- City of Clayton
- City of Martinez
- City of Pleasant Hill
- Contra Costa County
- Central Contra Costa Solid Waste Authority (CCCSWA)
- Mt. View Sanitary District

Labor Organizations Representing our Employees:

- INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 315: Garbage Collection Unit
- INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 315: Vehicle Maintenance Unit
- INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 315: Recycle Collection Unit

Republic Services confirms its acceptance of the terms of the labor policies described in Section 3.3 of the RFP.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

CBA: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 315 – Garbage Collection Unit.

For a copy of the full CBA, see Attachment 3.

Ref. #15 Labor Relations Dept. Copy
State: CA
Division(s): 4210

AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.
d/b/a Allied Waste Services of Contra Costa County /
Republic Services of Contra Costa County

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL 315

Garbage Collection Unit

August 24, 2020 through August 23, 2025

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

CBA: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 315 – Vehicle Maintenance Unit.

For a copy of the full CBA, see Attachment 4.

AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.
d/b/a Allied Waste Services of Contra Costa County /
Republic Services of Contra Costa County

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL 315

Vehicle Maintenance Unit

August 24, 2020 through August 23, 2025

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

CBA: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 315 – Recycle Collection Unit.

For a copy of the full CBA, see Attachment 5.

Ref. #16	Labor Relations Dept. Copy
State: CA	
Division(s):	4210

AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.
d/b/a Allied Waste Services of Contra Costa County /
Republic Services of Contra Costa County

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 315

Recycle Collection Unit

August 24, 2020 through August 23, 2025

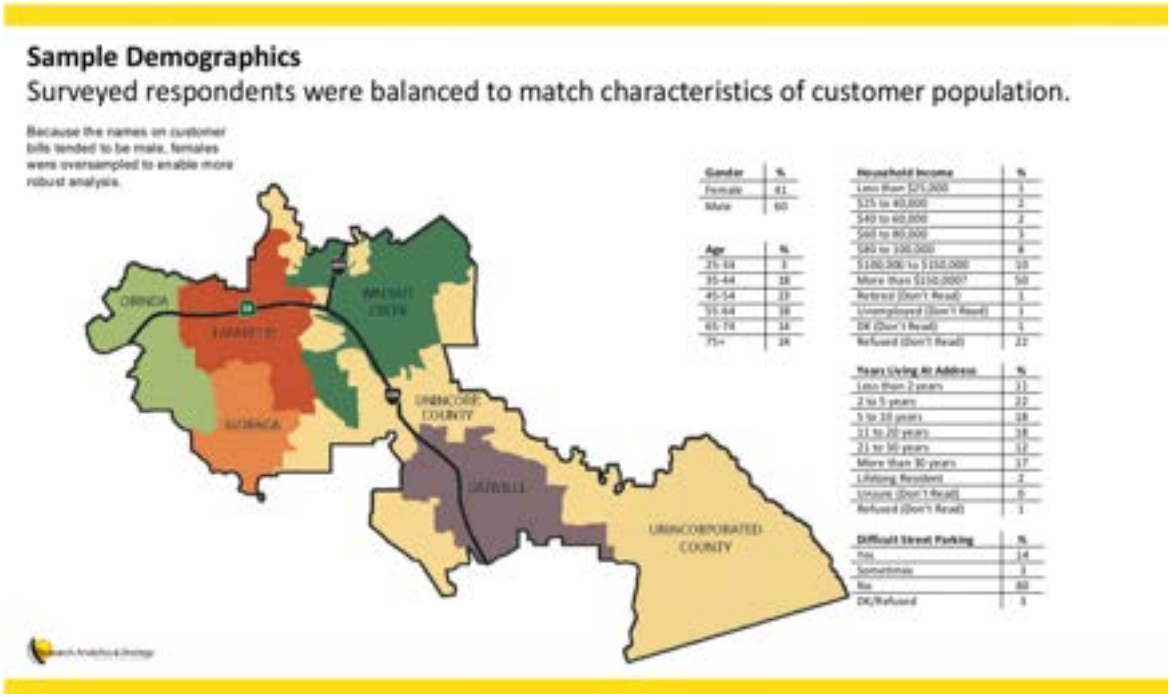
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1.6 Past Performance Record

1. Satisfactory performance in other Agreements.

Each of the municipal references included in Section 1.2 “Collection Experience,” are demonstrations that Republic Services has provided high-quality, on-time, responsive, customer-focused collection services and achieved high levels of customer and contracting agency satisfaction in the past performance of similar agreements with comparable agencies.

Similar to efforts hosted by CCCSWA, Republic Services also conducted an independent customer satisfaction survey led by Research Analytics & Strategy in June 2024. The following results summarize our survey findings and help support an overall customer satisfaction of the services we provide to CCCSWA customers. Despite the challenges and admitted decline in service reliability between 2022 and early 2024, CCCSWA customers gave Republic Services a rating of 83-88% Excellent/Good garbage/recycling/organics collection service rating within the service area. Additionally, CCCSWA customers gave Republic Services an 89% Excellent/Good rating for Customer Service.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Ratings Comparison

High marks in all areas, although garbage collection lags in customer intensity.

Republic certainly gets high marks from its customers, with an 83% combined excellent and good for garbage collection services. Recycling, organics collection and customer service receive even higher customer ratings.

There is a consistent 4% poor/failing rating in all categories, and an inverse relationship with customers' awareness of the service and its overall rating. The greater awareness the lower the rating.

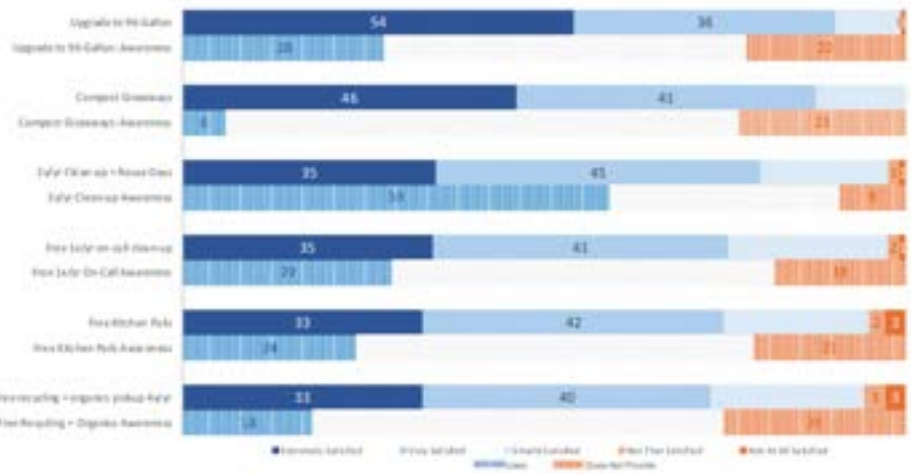


Ancillary Services: Satisfaction & Awareness

High satisfaction rating among most used extra services.

While a significant number of customers take advantage of the 96-gallon cart upgrades, the second highest rated ancillary service (free compost giveaways) is only used by 6% of customers.

Nearly 24% of customers don't believe that Republic Services provides eco-friendly extras including the free compost giveaway and the free recycling and organics pickups.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2. Litigation and Regulatory Actions

Enforcement History Section 5.4.6
#2 and #3 Responsive Regulatory Matters

Responsive Company	Location	Legal Entity Name	State	Facility Type	Caption of Action	Date of Violation	Describe Event	Status of Action	Fine or Penalty Paid	Issuing Agency
Bidding Entity	Pacheco HL	Allied Waste Systems, Inc.	CA	Hauling Facility (HLG)	Notice of Violation	5/20/2021	Test results for retest of spill bucket allegedly submitted to CUPA after the required 30-day time period.	Resolved		Certified Unified Program Agency, Contra Costa Health Services - Hazardous Materials Programs
Bidding Entity	Pacheco HL	Allied Waste Systems, Inc.	CA	Hauling Facility (HLG)	Notice of Violation	12/13/2020	Alleged that Periodic Compliance Report for the period 5/1/20 through 10/31/20 was due 12/2/2020.	Resolved		Central Contra Costa Sanitary District
Bidding Entity	San Diego HL (Central) (Container Shop)	Allied Waste Systems, Inc.	CA	Container Storage/Shop (CS)	Notice of Violation	11/1/2022	Alleged VOC exceedances on several days at the paint booth.	Pending		San Diego Air Pollution Control District
Subsidiary of bidding entity	San Diego HL (Central)	Tayman Industries, Inc.	CA	Hauling Facility (HLG)	Notice of Violation	3/3/2020	Alleged violations of the TB Regulation, alleged violations of the PSIP Regulation, and alleged violations of the Off-Road Regulation.	Resolved	0	California Air Resources Board (CARB)

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

3. Payment of Fines, Penalties, Settlements, or Damages.

City of Antioch, CA

Date of Issuance: 12/11/2023
Amount Paid: $172,500

Causation:
Service metric failures.

Remedy:
In Q3, 2023 and Q1, 2024, Republic Services' Contra Costa Hauling Division added additional operations headcount and equipment assets to prevent/minimize open routes and missed pick-ups. Republic Services also modified the hauling division's leadership structure including the hiring of a new General Manager, Operations Managers, technicians, etc. The Hauling Division temporarily sought outside maintenance assistance to ensure collection vehicles were fully serviced and available for daily route launch.

Central Contra Costa Solid Waste Authority

Date of Issuance: 2020 (annual total)
Amount Paid: $6,825

Date of Issuance: 2021 (annual total)
Amount Paid: $75,550

Date of Issuance: 2022 (annual total)
Amount Paid: $22,550

Date of Issuance: 2023 (annual total)
Amount Paid: $17,048.36

Date of Issuance: 2024 (annual total)
Amount Paid: $169.15

5-Year Total: $188,692.51

Causation:
Service metric failures including:

- Call waiting times.
- Missed pick-ups.
- Missed clean-up days
- Missed on-call pick-ups.
- Container repair/deliveries
- Early start of service times.
- Spills/leaks.

Remedy:
In Q3, 2023 and Q1, 2024, Republic Services' Contra Costa Hauling Division added additional operations headcount and equipment assets to prevent/minimize open routes and missed pick-ups. Republic Services also modified the hauling division's leadership structure including the hiring of a new General Manager, Operations Managers, technicians, etc. The Hauling Division temporarily sought outside maintenance assistance to ensure collection vehicles were fully serviced and available for daily route launch. Based on these improvements to all operating aspects of our Contra Costa Hauling Division, the significant decrease in issued liquidated damages in 2024 is a direct indicator of the remedial action items focused on service improvements.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

1.7 Financial Information

Republic Services is among the leading recycling and waste services companies in the United States, with the financial strength and stability to exceed CCCSWA's expectations for the duration of the contract and beyond.

Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to CCCSWA in our proposal. We have the capacity to continually invest in equipment and preventive maintenance.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. CCCSWA will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

We implore CCCSWA to take financial stability into serious consideration when choosing a long-term partner for your recycling and waste needs. In many instances, the success of a service provider is dependent on their ability to invest in necessary equipment or personnel.

Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at https://investor.republicservices.com/static-files/c6ae65a4-6687-48c8-8803-1f96a35ee4d8 which has also been included in this proposal as "Attachment 1."

We have included the full year results in the "Information – Financial Statement" see figure 19.

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

The financial strength you need in a long-term partner for your municipality

- Financial capacity to continually invest in equipment and preventive maintenance
- The fifth largest in the country
- Reinvesting in state-of-the-art equipment and facilities

Labor Agreements and Wages

Republic Services offers a safe, respectful and rewarding workplace for our employees and provides the best training and safety programs in the industry.

Republic Services focuses on maintaining a positive and professional relationship with its workforce through continuous training and consistent communication. We utilize this approach with both our represented and non-represented employees.

We negotiate fairly with our labor unions, carefully balancing the needs of the

Figure 17 ***Excellence Driven****. Republic Services takes pride in being excellence driven, which includes continuous investment in new vehicles, carts, dumpsters and technologies.*



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workforce with the cost to provide service and the ultimate impact it will have upon the municipality we are partnering with.

Republic Services works tirelessly with our labor partners to ensure labor peace and, although the parties do not always agree, both sides work respectfully and relentlessly to reach an expeditious resolution.

Republic Services will commit to the CCCSWA that the organization will take every reasonable measure to avoid a labor dispute or labor unrest during the term of the collection services agreement.

In the unlikely event of a labor dispute or unrest, Republic Services will immediately implement a plan to minimize the impact to the CCCSWA by utilizing our expansive network of local facilities, equipment and people to ensure there is minimal disruption in service.

Litigation Information

Republic Services is involved in routine judicial and administrative proceedings that arise in the ordinary course of business and that relate to, among other things, personal injury or property damage claims, employment matters and commercial and contractual disputes. We are subject to federal, state and local environmental laws and regulations.

Due to the nature of our business, we are also often routinely a party to judicial or administrative proceedings involving governmental authorities and other interested parties related to environmental regulations or liabilities.

From time to time, we may also be subject to actions brought by citizens' groups, adjacent landowners or others in connection with the permitting and licensing of our landfills or transfer stations, or alleging personal injury, environmental damage, or violations of the permits and licenses pursuant to which we operate. Additional information can be provided upon request.

In the previous five years, Republic Services has not experienced any of the following claims against:

- Officers of the company
- Local key personnel
- A bid or proposal
- Performance bond
- Any contractual default or termination

Figure 18. Republic Services' Identifications, Classifications and Ratings

Republic Services Identifications, Classifications and Ratings	
Federal Employee Identification Number	65-0716904
Dun's Identification Number	61342862
U.S. Dept. of Labor (SIC) Code	4953 – Sanitary Services / Refuse Systems
North American Industry Classification System (NAICS) - Primary	562212 – Solid waste landfills combined with collection and/or hauling of waste materials
North American Industry Classification System (NAICS) – Secondary	562111 – Solid waste collection
Standard & Poor's Identification Number and Rating	562920 – Material Recovery Facilities
Moody's Identification Number and Rating	562920 – Other non-hazardous waste treatment and disposal
Fitch's Identification Number and Rating	(TIN): 13-1026995
Federal Employee Identification Number	BBB+

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Summary Financial Information – Income Statement

Figure 19. ***Republic Services' 2023 Year Ending Consolidated Balance Sheet****. Selected financial data.*

REPUBLIC SERVICES, INC.
CONSOLIDATED BALANCE SHEETS
(in millions, except per share data)

	December 31, 2023	December 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 140.0	$ 143.4
Accounts receivable, less allowance for doubtful accounts and other of $83.2 and $51.9, respectively	1,768.4	1,677.2
Prepaid expenses and other current assets	472.6	536.5
Total current assets	2,381.0	2,357.1
Restricted cash and marketable securities	163.6	127.6
Property and equipment, net	11,350.9	10,744.0
Goodwill	15,834.5	14,451.5
Other intangible assets, net	496.2	347.2
Other assets	1,183.9	1,025.5
Total assets	$ 31,410.1	$ 29,052.9
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,411.5	$ 1,221.8
Notes payable and current maturities of long-term debt	932.3	456.0
Deferred revenue	467.3	443.0
Accrued landfill and environmental costs, current portion	141.6	132.6
Accrued interest	104.1	79.0
Other accrued liabilities	1,171.5	1,058.3
Total current liabilities	4,228.3	3,390.7
Long-term debt, net of current maturities	11,887.1	11,329.5
Accrued landfill and environmental costs, net of current portion	2,281.0	2,141.3
Deferred income taxes and other long-term tax liabilities, net	1,526.8	1,528.8
Insurance reserves, net of current portion	348.8	315.1
Other long-term liabilities	594.6	660.7
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value $0.01 per share; 50 shares authorized; none issued	-	-
Common stock, par value $0.01 per share; 750 shares authorized; 320.7 and 320.3 issued including shares held in treasury, respectively	3.2	3.2
Additional paid-in capital	2,900.8	2,843.2
Retained earnings	8,433.9	7,356.3
Treasury stock, at cost; 6.1 and 4.2 shares, respectively	(783.5)	(504.6)
Accumulated other comprehensive income, net of tax	(12.1)	(12.1)
Total Republic Services, Inc. stockholders' equity	10,542.3	9,686.0
Non-controlling interests in consolidated subsidiary	1.2	0.8
Total stockholders' equity	10,543.5	9,686.8
Total liabilities and stockholders' equity	$ 31,410.1	$ 29,052.9

The accompanying notes are an integral part of these financial statements.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Bank & Credit References

All inquiries for bank references must be made by fax. Credit References are available upon quest.

Bank of America Attn: Confirmation Department Reference: Republic Services Inc. Tax ID 65-0716904 Phone: (803) 832-7770 Fax (Toll #): (900) 733-5100 Online: www.bankVOD.com
J P Morgan Chase Bank Attn: Confirmation Credit Inquiries PO Box 955200 Fort Worth TX 76155-2732 Reference AWIN Management, Inc. Tax ID 76-0353318 Phone: (800) 550 8509 Fax: (817) 345-3795
Wells Fargo Attn: Confirmation Department Reference: Republic Services, Inc. Tax ID 65-0716904 Phone: (540) 563-7323 Fax (Toll #) (844) 879-0544 (Audits and Credit Inquiries) Fax: (844) 879-0416 (Routing Number and Verification Requests)

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

CFO Statement

The following statement from Republic Services' Chief Financial Officer is included in our public filing of the "Form 10-Q" filed October 29, 2024. A copy of Republic's Form 10-Q is included separately from the proposal as "Attachment 2."

EXHIBIT 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Republic Services, Inc. (the Company) for the period ended September 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Brian DelGhiaccio, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ BRIAN DELGHIACCIO

Brian DelGhiaccio
Executive Vice President,
Chief Financial Officer
(Principal Financial Officer)

Date: October 29, 2024

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2. Technical Proposal for Base Services

2.1 Collection Services

Great operations come from great people. Republic Services' locally based operations team draws from extensive training and the backing of a seasoned corporate support team.

Value of Incumbency

Republic Services has successfully implemented new or emerging services in its 2,400 municipalities nationwide. As the current provider, we have developed relationships over the last 3 decades with jurisdiction and Authority staff as well as many community leaders and organizations. Today, we ensure a seamless transition and the early achievement of compliance with new regulations.

As the Authority's current service provider, Republic Services is the only provider who can guarantee no service disruptions during the implementation of new programs and services. Republic Services' incumbency guarantees a seamless implementation on the operations start date since all personnel, equipment, and systems are already in place. As Republic Services and the Authority work together to implement new programs to satisfy CA mandates and regulations, the Authority's existing services will remain intact and unaffected.

Republic Services' incumbency allows our focus and energy to be on introducing new programs rather than the complex administrative responsibilities of account set-up, routing, equipment deployment, and systems development, Republic Services' depth of resources involving IT, routing, and

Republic Services' operations team is market-leading through training, collaboration and hands-on experience

- The most robust operations supervisor training in the industry.
- Average of 15:1 route-to-dedicated-supervisors'-ratio – means prompt response and oversight for your community.
- Proven optimized routing process ensures efficiency, safety and minimal impact on city streets.
- Republic Services executes more than 5M pickups per day.
- 99.9% companywide pickup reliability rate, with an emphasis on safety, sustainable practices, and low-risk operations.

Figure 20. A focus on new service implementation rather than full systems development and deployment.

Decades of experience partnering with municipalities to implement new programs in the community

- 92% track record of successful extension or retention of existing partner contracts
- Frequent and transparent dialogue with the municipality
- All details and plans reviewed.
- National strength with local experts

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customer service will solidly allow our attention to remain on implementing new programs that comply with state laws and regulations.
Republic Services remains a seasoned expert in the low-risk, successful transition of services, whether that requires implementation of new services or programs within a jurisdiction Republic Services currently serves, or whether it requires rollout of new services for a new contract. Republic Services successfully implements more than 75 new municipal contracts each year, bringing national strength and local expertise to every one of them.

The specific transition, for Republic Services – the Authority's incumbent service provider – requires the following elements to ensure success for the transition to new and expanded service offerings:

- Clear and consistent communication, both internally and between Republic Services and the Authority.

  Frequent and proactively scheduled communication with the Authority, follow-up status reports, and daily internal team meetings maintaining project organization and momentum.
- Timely and accurate capital asset procurement and delivery.

  Procurement accuracy and frequent communication with vendors supplying new equipment. Since Republic Services is a major purchaser of equipment nationwide, vendors assign dedicated resources to Republic Services orders.
- Refreshed, targeted messaging, outreach, and recycling technical assistance and training.

  Timely and appropriate communication with residents and businesses – including direct communication through a variety of channels, regular meetings with Authority staff to discuss results and implementation efforts, events, updated website information, and site visits to ensure customer enrollment and participation.
- Personnel training relative to all new programs and initiatives for the Authority.

  Republic Services personnel receive updated and intensive training addressing all necessary aspects of the new Agreement.

Republic Services' Approach

As the incumbent service provider with a longstanding history of dedicated service in the Authority – personnel and systems, facilities, and rolling stock – Republic Services is best positioned to implement the Authority's fully updated scope of work. Our primary approach includes the continued transitioning of residential, commercial, multifamily, and industrial customers to a proven three container solution. Customers will be offered a variety of container options and sizes:

RESIDENTIAL:

- 20-, 32-, 64-, and/or 96-gallon **black MSW carts**.
- 96-gallon **blue recycle carts** or 32- or 64-gallon upon request
- 96-gallon **green organics carts** or 32- or 64-gallon upon request

Figure 21. Even indoor collection containers can be color-oriented to establish familiarity with our customers.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

COMMERCIAL:

- 64- and/or 96-gallon **brown food waste carts** (EBMUD Program).
- 1-, 2-, 3-, 4-, 5-, 6-, and 8-yard **gray front load containers for MSW**.
- 1-, 2-, 3-, 4-, 5-, 6-, and 8-yard **blue front load containers for recycling**.
- 1- and 2-yard front load **brown containers for food waste** (EBMUD program) and **green containers for organics**.

Republic Services has the financial backing, experience, facilities, and most experienced Union employees already in place to continue serving the Authority. Republic Services guarantees to implement all aspects of the new contract as a singular smooth transition with uninterrupted service. Since Republic Services already services every resident, multi-family and commercial customer in the Authority, no customer will go without service.

Operations Overview

Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations team is responsible for the day-to-day collection operations, including development and evaluation of routing (in conjunction with the general manager), training and oversight of drivers, as well as implementation and enforcement of safety procedures.

*Figure 22. **Operational Excellence**. Our rigorous supervisor training program yields highly skilled operations teams.*



We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and that the supervisor knows your community intimately. In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct "ride-along-s" with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route and keeps the supervisor directly aware and familiar with the nuances of the route and the community. Few, if any other companies in the industry, expect their operations staff to achieve success in this manner.

Collection Methodology

Having served the collection needs of this area for nearly three decades, Republic brings extensive local expertise and knowledge to meeting the objectives of the Authority. Our long-standing experience and understanding of various requirements will be of great value in serving the residents and businesses in this area.

Republic Services' locally based management and operations team has proven its commitment to delivering the most efficient use of equipment and labor, with an emphasis on cost-saving measures, safety and sustainable practices. The local team will continue to build upon its extensive operational and customer service experience, including expanding the public education program to foster greater participation and diversion opportunities.

Republic Services will offer collection systems to residential, multi-family and commercial customers that provide high quality, cost-effective and customer friendly services. These collection systems are explained in detail in the following sections.

Operations Training

Our operations supervisor training programs are second to none. Every supervisor, upon starting employment at Republic Services, attends a rigorous 2-week training boot camp. Regardless of prior industry

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experience, this boot camp level sets all our supervisors on the Republic Services way of running operations and builds a strong peer network with those who attend the training together. After the initial training boot camp, supervisors engage in regular refresher and new training opportunities, between 2 and 4 times per year. This yields an operations supervisory team that shares best practices and constantly looks for ways to improve on the level of service in your community.

Routing Optimization

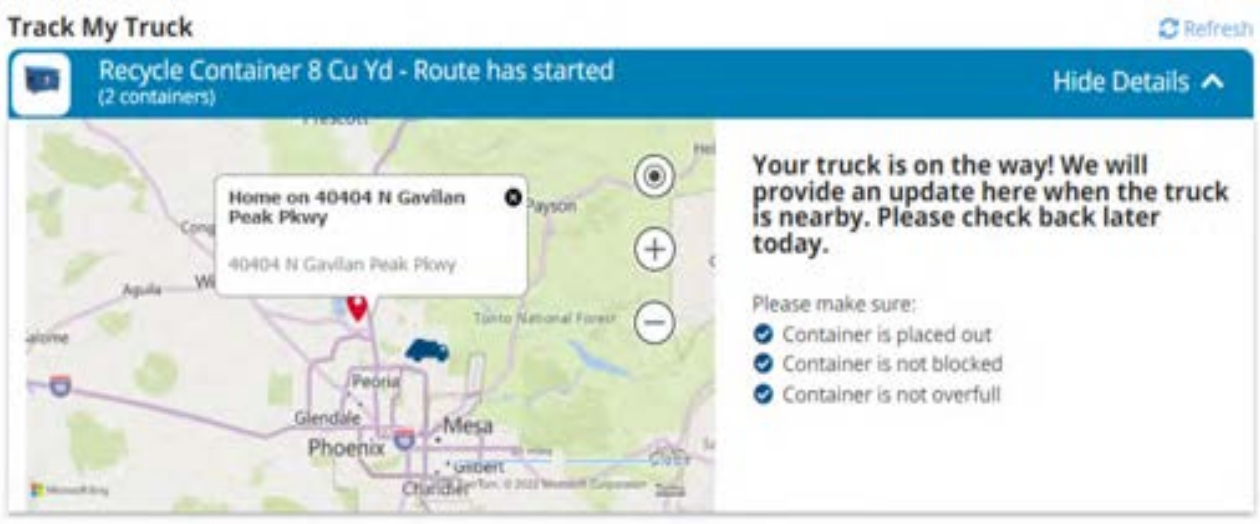
Establishing the most optimized routes for a community has dramatic effects on the quality of service, safety and efficiency of the collection operation through shorter routes, safety in the neighborhoods, and ultimately the wear and tear on the streets within the municipality.

We conduct a proven route optimization process, which involves a tight collaboration between the local team and our corporate route optimization team. Through several iterations, these teams collaborate, sharing local knowledge and details, while running our optimization processes to yield the best routes possible for your community. For example, we evaluate planned routes to ensure that trucks are not conducting collection on streets during times that are known for congestion or traffic.

Republic Services uses a routing program, Route Editor, that creates the most effective routing for our trucks. Efficient routing cuts down on vehicle miles traveled and street wear and tear.
Traditional routing software tools may provide automated sequencing of stops with estimated straight-line distances between stops or use some form of generic vehicle routing programming techniques. A true route optimization took, such as Route Editor, adopts specifically tailored waste industry operations research computation technique as part of its core route optimization algorithm. This makes Republic Services route optimization tool one of the most advanced waste collection route optimization software tools available. The route optimization algorithms are tailored for the waste collection industry to consider waste collection constraints such as truck compaction ratios, landfill trips, maximum lifts, maximum yards, maximum weights, and vehicle approach.

Communication with the Community

*Figure 23. **Track My truck;** Customers can now view their truck proximity when enroute to their location.*



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In addition to the regular collaboration between the routing teams, our operations team can communicate with the residents and commercial customers easily using several forms of technology. Our Republic Services web- and smartphone-based app enables customers to see their accounts, make service requests, or raise issues for resolution. This app also enables our operations team to offer alerts or emails to customers regarding changes in service for holidays or inclement weather. We also employ a technology known as Call-Em-All, which is a phone-based capability for distributing operations updates when needed to customers on effected routes. Residents and business owners can opt in and out of this communication with options for phone, text and email for most alerts.

Digital Operations

We are leveraging technology to digitally connect our customers, drivers, dispatchers, supervisors and trucks via our RISE dispatch platform and in-cab technology. We are utilizing an agile iterative approach to the development and multi-year roll-out of this technology to ensure durable adoption across our driver workforce. With the roll-out of this technology, we are improving productivity through more real-time routing information and data visualization tools; increasing customer connectivity and enabling automated service verification communications; and enhancing the employee experience by providing better tools and technology designed around how our employees will interact with it.

Technological Impact

The expansion into digital operations allows Republic Services to offer a feature set we are proud to provide to our customers to improve access and visibility. With the implementation of RISE and our digital operations suite, customers have unprecedented access to features such as service verification and Track My Truck – see figure 23. What this means for our customers, is not only a reliable operation, but increased confidence and verification to ensure little to no impact to the day-to-day. In addition to increased transparency, customers will have

access to our mobile application, website and other resources that allow deeper interaction of their account, ability to request additional services and other items such as paperless billing and notifications.

GPS Technology

Through the use of Republic Services RISE application, our driver and truck locations are reported at regular time and distance

Figure 24. Our team has a 98% average pickup reliability record for 2024, an industry-leading safety record, sustainable practices and low-risk operations



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

intervals, providing the operations team with the whereabouts and situational awareness of the fleet and all routes during the day. Additionally, Republic Services utilizes geofencing capabilities, to set geographic boundaries for routes, which trigger alerts when vehicles cross a defined geo-fence border. This information assists operations team members in determining whether drivers are on pace for on-time route completion, or whether additional support must be dispatched due to unforeseen circumstances.

Communications via Connect App

Republic Services' Connect application also enables safe, two-way communications between the dispatch team and drivers. Text messages or voice-recorded messages may be sent between the dispatcher and each driver, which can be read or retrieved when the vehicle is stopped at a customer pickup location. Additionally, drivers are able to capture and attach photographic images for specific accounts to document issues, obstructions, or other useful information that can then be shared with both cities or customer, if individually requested. Captured field observations are then attached to customer account records in the InfoPro database.

On-Board Technology

The following hardware and applications are key to service accuracy, verification, as well as data capture and reporting.

The RISE Platform

The RISE Platform was built for Republic Service employees by Republic Service employees. The RISE platform consists of three components:

- RISE Portal
- RISE Map
- RISE Tablet

The heart of the platform is the RISE Portal and the RISE Map, the portal and a map feature an intuitive structure that allows users to easily assign routes, view maps, and quickly identify assets and facilities. The RISE Map quickly allows new or substitute drivers to visually understand the assigned work through the visual representation of the proximity between customers and disposal sites. This benefit helps eliminate unproductive time and total miles traveled, limiting impacts on the city roads and emissions.

The last piece of the RISE platform is the RISE tablet. Republic Services rolled out RISE tablets to our industrial drivers starting in 2020 and to our commercial drivers in 2021/2022. The RISE tablets provide our drivers with an electronic route sheet with turn-by-turn directions to ensure the most efficient route. The navigation software uses real-time traffic conditions to avoid delays and incorporate safety mechanisms that record the truck's height, weight, and length to ensure overpasses and bridges can support our vehicles.

Emerging Technology

Lastly, our innovation and technology teams are constantly monitoring emerging technologies and running operational pilots to determine capabilities that may be suitable for fielding into our live operations across the country. Many times, emerging technologies are unreliable, or struggle to scale to large operations. Other technologies attract attention based on marketing claims that often do not play out when deployed in a large operation for a long period of time.

Figure 25. Technology is ever advancing, and we use every opportunity to leverage it in our daily operations.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

For this reason, we monitor technologies and capabilities that offer promise, and pilot them to confirm they can be applied without impact to your contract. Once this occurs, we implement seamlessly into the operations, and notify any stakeholders who can benefit from the insertion when completed.

Vehicle Appearance

Republic Services always maintains its solid waste and recycling collection fleet in clean condition and in excellent repair. All vehicle parts and systems are checked by maintenance staff according to Republic's established maintenance procedures and the manufacturer's recommended preventive maintenance schedule to ensure that the vehicles operate properly and safely. Republic's route drivers are required to conduct pre- and post-trip vehicle inspections as part of the daily routine to assure all equipment is operable and safe before use. All collection vehicles are washed weekly.

Figure 26. We pride ourselves in our vehicle appearances and our belief that every Republic employee is an agent in customer service.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.1.A. Collection Services – Residential

When it comes to handling your residents' recycling and waste needs, Republic Services will exceed your expectations in providing safe and dependable curbside pickups.

Residential MSW Collection

The best practice for residential collection is through single-family carts using an automated side loader (ASL) truck. The ASL collection vehicle is proven over time to retrieve and return carts to their original location in even the most hard-to-reach locations such as narrow streets, courts, and alleyways, enabling the industry's most efficient, safe and environmentally responsible curbside automated collection services.

Each collection vehicle is operated by a single driver and will be painted in a uniform manner, featuring our logo, and company contact information, and CCSWA-approved truck sign. In this proposal we have proposed a 100% ASL fleet to address litter issues that were previously attributable to Curotto trucks.

The largest provider of municipal residential collection services in the US

- 5 million pickups each day
- 99.9% companywide on-time pickup
- Comprehensive collection services, including solid waste, recycling, organics, and bulk

Residents will be offered the option of choosing a 20-, 32-, 64- or 96-gallon MSW cart that best meets their individual service needs. Recycle and organics carts will be offered in 32-, 64- (upon request) and 96-gallon cart sizes, Townhome customers with no landscaping will receive a 20-gallon organics cart. If a customer needs more than one recycle and/or organics collection cart, we will provide an additional cart for a fee to accommodate the customer's needs.

ASL trucks are safer to operate, as the driver typically stays in the cab, and

*Figure 27. **Residential Collection process**. Our residential collection service is simple, reliable, and environmentally responsible.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

*Figure 28. **Automated Side Load Collection.** Provides a cleaner, safer, more efficient residential collection.*



operates the collection arm at each stop. The ASL cart collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop.

Residential Recycle Collection

We will offer all single-family customers weekly, fully automated single-stream recycling collection services. Recycling carts will be serviced with the same type of equipment and manner as residential solid waste carts.

All single-family customers will be issued a blue 32-, 64- (upon request) or 96-gallon wheeled recycle cart.

Residential Commingled Organic Waste Collection

We offer all residential customers weekly, automated collection of accepted organic materials (food, food soiled paper, and yard waste). Organics carts will be serviced with the same equipment and manner as residential solid waste and recycling carts.

All single-family customers will be issued a 32-, 64-(upon request) or 96-gallon wheeled organics cart.

Service Days

Figure 29 reflects the service schedules for residential MSW, recycle, organics. Each customer will receive once-per-week scheduled service on all non-holiday operating weeks.

Holiday Schedules

Republic Services will be closed on Christmas and New Year's Day, if your service day falls on one of these days, we will service you on your next scheduled collection day following the holiday. Regularly scheduled collections service will continue as normally within 1 week of the holiday.

Used Motor Oil, Filters, and Used Cooking Oil Collection

Republic Services will collect used motor oil and filters, and cooking oil in Republic Services-provided "Used Oil Recovery Kits" and used cooking oil containers from Single-Family Customers, at no additional charge. Service will be offered curbside, up to once per week on the customers' normally scheduled service day. Republic Services will transport all Used Motor Oil and Filters, and used cooking oil to the Approved Maintenance Yard where Republic will arrange for proper recycling of such materials.

Alternative Service Location for Disabled Single-Family Customers.

Republic Services will allow for customers that have a disability as defined by the Americans with Disabilities Act that are occupants of Single-Family Premises to receive collection services at a location other than Curbside, such as "On-Property Service, at no extra charge to the

*Figure 29 **Service Days**. Below are the service days for your contract.*

Service	Days of Week	Collection Hours
MSW	M-F	6:00 a.m. – 6:00 p.m.
Recyclables	M-F	6:00 a.m. – 6:00 p.m.
Yard waste	M-F	6:00 a.m. – 6:00 p.m.
Rossmoor	M-F	7:00 a.m. – 6:00 p.m.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Subscriber." Republic Services will review all applications made by disabled customers to determine conformance with this exemption provision and shall grant exemptions, if applicable.

Cart Overage Program

Republic Services will provide an on-call "overages" program that allows single-family customers to request up to four (4) times per year extra recyclable and organic materials at no additional charge to the customer. Customers may set out up to two (2) cubic yards of additional recyclable and organic materials per on-call pick-up and may bundle flattened cardboard no greater than four (4) feet by four (4) feet in size. Customers must call ahead of their regular collection day. Upon customer's scheduled request, Republic will provide collection service of the overage volume on their next regularly scheduled Collection Day within seven (7) Business Days after receiving the request.

Republic Services will provide additional on-call overage collection services for a customer beyond the four (4) per Rate Year at a Rate not to exceed the Maximum Rate for "Recyclable Materials Overage," and "Organic Materials Overage" respectively.

Battery and Lightbulb Collection Services

Republic Services will collect discarded household batteries and cell phones placed on top of the customers' MSW carts, as well as compact fluorescent bulbs (CFLs) and light emitting diode (LED) bulbs. Lightbulbs will need to be placed adjacent to the customers' cart.

Republic Services will transport all household batteries, cell phones, CFLs and LEDs to the "Approved Maintenance Yard," where we will arrange for proper recycling.

Canyon

Republic Services will collect Solid Waste from Single-Family Premises in the Canyon in a similar manner to Single-Family Customers. Republic Services will provide recycling and organics collection services for Single-Family Customers in the Canyon one (1) time per week from centralized Container(s) at location(s) directed by the Authority, in a similar manner as it does Multi-Family Customers. This service will be provided by Republic at no charge to the customers as the cost of Recyclable Materials Collection service shall be included in the Single-Family Rate for Solid Waste Collection Service.

Customers located in the Canyon will also have access to all Single-Family Customers diversion programs.

Rossmoor

Republic Services provides collection service to the Rossmoor community, and we believe we have maximum operational efficiencies with our current system. This is an exceptionally large and complex service location requiring intimate knowledge of container locations, terrain, on road and overhead obstacles, as well as many other safety and operational specific criteria. Republic Services knows Rossmoor. Rossmoor has a variety of collection service arrangements including single-family cart service, multifamily cart service, multi-family and commercial bin service, and industrial drop-box service. They will be serviced 7am-6pm; Monday - Friday. Collection services will include the Rossmoor

Figure 30. No other hauler knows the unique service needs and collection requirements of the Rossmoor community better than Republic Services.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Recycling center, where Republic Services will collect drop boxes containing green materials and various recyclable materials. Republic Services will collect organic materials from drop boxes at the Rossmoor Recycling center as frequently as the Rossmoor management requests and will provide such service at no additional charge. Republic Services has good working relationships with Rossmoor management and has worked with them on billing to include enclosure location identification as well as any service challenges.

Successful outreach events have also been held at Rossmoor. On April 19th, 2024, the Rossmoor Repair Cafe allowed Rossmoor residents to bring in broken items (appliances/clothes/etc) and Repair coaches were available to help assist in repairing items. Republic attended the event and created registration forms for attendees, provided food for Repair Coaches, made plans with Rapid Recycle to Collect E-Waste and created signage.

In 2021, Republic Services presented at a virtual Recycling Workshop hosted by Sustainable Rossmoor to provide updates on recycling programs and markets as well as answer questions for 65 attendees. In 2019, Republic Services hosted a Saturday Organics launch workshop at Hillside Clubhouse and distributed approximately150 food scrap pails and recycle totes to the 200 attendees. Also in 2019, Republic Services hosted two organics training workshops, distributed food waste pails and tote bags to 400 attendees.

Figure 31. Republic Services hosted a wildly successful "Recycle Café," in 2024 where Rossmoor were able to obtain assistance in repairing household items in lieu of throwing them away.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Residential Burro Trucks

Republic Services identifies hard-to-serve accounts as those premises within the Service Area which require special service considerations resulting from one or more factors that affect vehicle operations, access, and safety, including narrow streets, steep streets, areas with overhanging plant growth, cul-de-sacs or other terrain or geography that may interfere with regular Collection. Republic Services will utilize Peterbuilt 520 dual drive trucks with 2 axles and 12-yard fully automated bodies.

There are also two commercial hard-to-service routes, and we would use one truck for each route. These are customers (primarily multi-family) on steep driveways or tight areas. Republic Services proposes to service these customers with two rear load Autocar, McNeilus body trucks.

Figure 32. Republic Services will utilize 10 residential "burro" collection vehicles to service residential customers located in difficult terrains.



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Residential Carts Specifications

The carts we will utilize are made by Schafer, a nationwide, reputable vendor. Please reference the chart below for full details on the carts we utilized.

Figure 33. ***Durable and easy to move carts*** *make cart set-out simple.*



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Proposed Single-Family Collection Vehicles for the new CCCSWA Agreement

Figure 34. Collection Equipment Planned for Single-Family Collection Services.

Vehicle Type	Body Type	Fuel	Weight	Capacity	Quantity
Peterbilt Mcneilus ZR	Auto-Side Loader	CNG	57,500	28 yards	58
Peterbilt	Burro/MSL	Diesel	34,000	12 yards	10
Peterbilt	Flatbed	Diesel	33,000	N/A	3

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.1.B. Collection Services – Multi-Family

We provide an innovative combination of programs and services for multi-family customers.

Multi-Family MSW Collection

Republic Services offers a range of programs and services for multifamily properties, from cart services similar to those for residential customers, to containerized services akin to those for commercial clients. Once the needs of multifamily customers are assessed and appropriately matched, they are integrated into either residential or commercial collection routes to ensure efficiency and reliability.

In all cases, Republic Services will identify the correct equipment to service multi-family complexes based on individual location and unique characteristics. If the complex requests containerized service, Republic Services can provide them with cart options including 32-, 64- or 96-gallon capacity, or we offer dumpsters ranging in size from 1- to 8-cubic yards (except 7-yards). Additionally, we offer industrial roll-off boxes in 8-, 10-, 20-, 30, and 40-yard capacities as well as 1.5-, 2-, 3-, 4-, and 6-cubic yard Compactors.

MSW collection issues such as narrow streets, traffic blockages and alleyways may require the use of a rear-load vehicle or alternative service options. In all cases, the drivers are familiar with these areas and are trained to ensure the personal safety, property protection, and awareness of traffic stops, distance to parked cars and other objects.

*Figure 35. **Multi-Family Cart and Dumpster Options**. Solutions for Multi-Family complexes include carts and dumpsters, front-load, or roll-off.*



Personalized multi-family solutions to meet your needs

- Industry leading service and customized waste solutions ensures Republic Services will exceed your community's expectations
- The latest single stream recycling technology paired with ongoing education makes certain your community is receiving best-in-class service
- There are approximately 35M multi-family units across the US and growing

Multi-Family Recycle Collection

Republic Services will provide the CCCSWA's required weekly single-stream recycling service as part of its core offerings for all multi-family customers. Cart, dumpster, roll-off, and compactor size options remain the same as MSW.

The same equipment and methodology used in single-family cart collection will be implemented when servicing multi-family recycling customers. Multi-family recycling front-load dumpsters customers will be serviced using the same methodology as multi-family trash front-load dumpster customers and will be integrated into commercial routes.

Multi-Family Organics Collection

Republic Services will offer weekly organics collection services for multi-family customers based on individual service needs. Carts and front load dumpsters will be made available to each MFD property. Republic Services can provide them with cart options including 20- (town homes-only) 32-, 64- or 96-gallon capacity, or we offer dumpsters ranging in size from 1- to 2-cubic yards (due to weight constraints). Additionally, we offer industrial roll-off boxes in 8-, 10-, 20-, 30-, and 40-yard capacities as well as 1.5-, 2-cubic yard Compactors.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Multi-Family Collection Equipment

Trucks and container equipment used for MFD residential cart collection services will be identical to those described previously for SFD residential cart customers. Same as commercial for front-load dumpster customers.

Figure 37. Front-load truck utilized to collect metal dumpsters and bins.



Figure 36. Whether you are a SFD or MFD resident, Republic Services is dedicated to ensure your compliance with SB 1383 and understanding what materials are intended for each collection container.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.1.C. Collection Services – Commercial

Republic Services provides effortless recycling and waste solutions for our commercial customers, working with them to evaluate and optimize their waste stream solutions.

Commercial Solid Waste

From monthly to daily collections, along with cart, dumpster sizes ranging from 1- to 8-yards in size, roll-off debris boxes, and compactors. Republic Services offers solid waste, recycling, commingled organics, and source separated food scraps collection services with a variety of dumpster sizes and service frequencies to meet every business' needs.

Our commitment to you is simple, we will:

- Complete every collection as scheduled.
- Return the cart/bin to its dedicated location.
- Clean loose litter or debris.
- Ensure that enclosures are properly secured.

Commercial Recycling

Republic Services offers single-stream recycling, in which the customer deposits recommended empty, clean and dry recyclable materials in the one recycling cart. Republic Services then collects and transports the materials to the designated Recycling Center for separation and processing. Container sizes remain identical to those offered and previously described for MFD customers.

Commercial Composting & Commercial Food Scraps

Republic Services offers daily/weekly composting collection, including pre-consumer food waste and green waste, for commercial accounts based on their individual service needs. Customers are offered a variety of container size options including carts and front-load bins for collections to the designated Transfer Station prior to its delivery to the designated compost facility (or EBMUD) for processing. Container sizes remain identical to those offered and previously described for MFD customers.

Commercial customers enjoy options and tailored solutions, regardless of company size

- In-person waste audits for commercial customers confirm the right level of service
- Wide range of services, including waste, recycling, and innovative sustainable solutions
- Range of dumpster sizes, from 1 to 8 yards (except 7-yards), with an average lifespan of more than 10 years

Flexible, Tailored Solutions

Our dedicated team of Sustainability Advisors are available to consult with businesses and communities of any size to conduct a comprehensive on-site diversion opportunity assessment to determine the needed services, collection frequencies, and dumpster sizes. During the assessment, we will identify dumpster locations and access paths that allow for safe, convenient service.

Right-sizing service levels can increase waste diversion, improve collection

Figure 38. **Dumpster Placement**. The correct placement allows for safer and consistent service.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

productivity, and lead to reduced costs for customers.

Dumpsters

Republic Services uses small dumpsters constructed of durable steel bodies and two plastic lids. Dumpsters range in size from 1 to 8 yards (except 7-yards), and the smaller bins are placed on casters for easy maneuverability.

Dumpsters are designed to last up to 10 years, with easily interchangeable wheels and lids.

Methodology and Procedures

Republic Services uses front-load collection vehicles to service dumpster commercial customers across the Authority's service area. Customers with a 95-gallon or smaller cart are serviced with an automated side-load (ASL).

Front-Load Vehicles

We service commercial customers with front-load collection vehicles with 28-cubic yard volume bodies because:

- The supplier is a company that has proven to be among the strongest, safest and lowest maintenance trucks in the industry.
- Our first-hand local knowledge shows that this truck's size and attributes will "fit" every neighborhood we service, including hard-to-service accounts.

Automated Side Load Vehicles

Our automated side load vehicles (ASL) are typically dual-side-drive, with a low-entry cab, and equipped with a remote rear camera that:

- Allows easy ingress and egress to the curb.
- Improves driver and pedestrian safety.
- Reduces potential injury.
- Increases productivity.
- ASL's can compact waste at idle speeds or even while on the move and the large 5-cubic yard hopper that greatly reduces litter.

Our ASL vehicles feature an arm, with a patented vertical lift design that goes from ground-to-ground operation in 6.5 seconds, allowing for maximum curbside pickup in

Figure 39. Cart and bin options for Richmond that are color compliant with SB 1383 requirements.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

less time, while also preventing litter and spillage.

Holidays & Schedule Disruptions

Republic Services will take all necessary steps to notify customers prior to all holidays and unforeseen schedule disruptions via our Republic Services app and the Call-Em-All automated calling system.

Commercial Collection Vehicles

Figure 40. Commercial Collection Equipment

Vehicle Type	Body Type	Fuel	Weight	Capacity	Quantity
Peterbilt Mcneilus	Front-end Loader	CNG	57,500	28 yards	18
Peterbilt	Flatbed w/boom	Diesel	33,000	N/A	1
Peterbilt	Rear Loader	CNG	51,500	28 yards	3

Figure 41. Standard Commercial Collection Vehicle Appearance.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.1.D. Collection Services – Industrial

Republic Services' offers reliable roll-off dumpsters for industrial customers across many industries.

Roll-Off and Compactor Collection Overview

Republic Services offers roll-off collection, transportation and disposal services to more than 140,000 customers in the United States, often for the principal employers in an area, such as:

- Construction industry
- Manufacturers
- Public institutions
- Hospitals
- Schools

Roll-off service is unique because every day requires a different route for each of our trucks.

We ensure that all routes are optimized daily for efficiency and service with continual investment in the best employees, best practices, best equipment, and the best technologies.

Republic Services' roll-off services are essential for a strong and growing economy

- High-capacity roll-offs ranging in size
- Large compactor roll-off options
- Complete inventory of roll-offs and back-up equipment
- We have the resources to grow our fleet and equipment to meet industry needs

We provide a large inventory of open-top roll-offs, ranging in sizes from 8-to 40-cubic yards with scheduling options from on-call to multiple times daily, to meet the needs of every customer throughout the year. Republic Services can scale up services during peak times to accommodate large temporary projects or seasonal industries like construction.

Waste Streams

- MSW
- Recycle
- Organics (including wood)
- Construction & Demolition (C&D)
- Concrete & dirt
- Metal

*Figure 42. **Industrial Collection Process**. Our service is efficient, reliable, and comprehensive.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- Temporary and permanent service frequency offerings as well as account set-up

Special Waste

Republic Services' roll-off fleet is also used to meet the special waste needs of our customers. We work with each customer to accurately characterize and profile disposal needs prior to collection, and then collect and dispose of the waste in a manner that meets all regulatory requirements.

Methodology and Procedures

Collection is completed with roll-off trucks on the open top debris boxes or compactors coupled with a highly trained, professional driver.

Servicing the roll-off boxes begins by backing up the vehicle to the box, hooking a cable from the truck, and then using a hydraulic mechanism called a "hoist" to pull the roll-off box onto the truck. All Republic Services roll-off trucks are equipped with an automatic tarp, which is placed over the dumpster to prevent litter or spillage during transport. Typically, a driver will arrive with an empty container, swap that with the existing (full) container, and then haul the full container to the disposal facility.

Our hours of operation are 4 a.m. (when not in proximity to residential properties) to 6 p.m. Monday - Saturday. In a typical day, the driver services 6 to 12 roll-off dumpsters. The maximum weight per load cannot exceed 10 tons on most U.S. highways.

Account Accessibility

Customers can easily access their account 24/7 with the Republic Services app or website. Customers can schedule a pickup, pay invoices, and even sign up for new services while on the go.

Also available in the customer app is our "Track My Truck" feature, which allows customers to see their estimated collection time, and the location of their truck while it progresses on route. This powerful feature offers the customer peace of mind and often prevents calls to the customer service center to inquire on collection status.

Holidays & Schedule Disruptions

Republic Services will take all necessary steps to notify customers prior to all holidays and unforeseen schedule disruptions via our Republic Services app and the Call-Em-All automated calling system.

Industrial Collection Equipment

The roll-off fleet is comprised of three axle collection vehicles with rail and hydraulic hoist systems. These vehicles are extremely durable, and each can service all open-top roll-off sizes while maintaining

*Figure 43. **Track My Truck** is a powerful customer feature on the web/app for them to see the location and status of their collection vehicle*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

maneuverability in tight locations and varying terrain.

Industrial Roll-Offs

Open-top roll-offs are built to last with heavy gauge steel floors, sides and pockets along with fully welded in-seams and are designed for compatibility with our fleet. A rust-inhibiting primer inside and out improves durability. Roll-offs meet all applicable ANSI safety standards.

The roll-off dumpsters vary in size from 8 to 40 cubic yards. The average life span of these dumpsters is typically 10 or more years.

Figure 44. ***Industrial Collection*** *Equipment*

Vehicle Type	Body Type	Fuel	Weight	Capacity	Quantity
Peterbilt	Roll-off	CNG	51,500	8-40 yards	8

Figure 45. ***Roll off Container Size Chart*** *Find the right roll-off for the customers' needs*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.2 Collection Service Quality

With approximately 2,400 municipal contracts, and approximately 100 new contract starts per year, Republic Services offers a depth of meaningful experience and past performance that is low risk and best value.

Our performance and customer satisfaction is reflected in the length of our partnerships. Almost 90% of contracts that are in a negotiating cycle choose to stay with Republic Services.

Performance Anchored in our Values

Our municipal partners give us strong scores on performance, because we place such a high priority on our 5 core values every day.

Republic Services past performance proves that it is the low-risk, best value partner for the CCCSWA

- Environmental Responsibility – approximately 98% of the fleet operates on natural gas (CNG)
- Safer – 38% fewer incidents than industry average
- Environmental Responsibility – #15 on the 2023 Barron's 100 Most Sustainable Companies
- Currently serving over 5 million customers per day nationwide.

- **Safe** – We protect the livelihoods of our colleagues and our communities
- **Committed to Serve** – We go above and beyond to exceed our customer's expectations.

*Figure 46. **Republic Services prioritizes customer loyalty and satisfaction** by providing comprehensive environmental services and making meaningful progress towards climate action plans. We are committed to exceeding the CCCSWA's expectations for impeccable service quality today and every day moving forward.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.
- **Human-Centered** – We respect the dignity and unique potential of every person.

Republic Services values collection service quality as much as, if not more, than the Authority, its residents, and businesses. Republic has been making significant improvements in service and looks forward to providing customers with the service they deserve and have been used to.

Collection on the Scheduled Day

With new trucks and an improved maintenance schedule, Republic will be ready to provide on-time service to residents and businesses. In addition, customers can also sign up for "Track My Truck." Customers will have access to this new feature so they can verify we are on our way. Please see the Customer Service, Collection and Emerging Technology sections for more information.

In this submitted proposal, Republic Services ensures that we have accounted for all the necessary assets to provide worldclass service to CCCSWA on an every day basis. Our operational assets in this proposal will ensure all CCCSWA customers are serviced on their scheduled collection day, routes will be completed each day (unless subject to uncontrollable circumstances), containers will be delivered/removed when scheduled, phones will be answered by local customer service experts, trucks will be maintained and route-ready each morning, and calls to the CCCSWA will be limited. Our proposal includes the following necessary assets to fulfill this promise:

- Appropriate number of routes, vehicles and drivers to service the customer/container quantities and distance to the designated disposal facilities
- Appropriate quantity and maintenance technicians to repair operational issues
- Appropriate administrative staffing to fulfill contractual obligations and reporting
- Appropriate customer service agents to provide "personal" positive experiences
- Appropriate spare vehicles to account for unexpected truck breakdowns and other uncontrollable circumstances

Figure 47. Proposed Vehicle to Spare Ratio

Vehicle Tye	Number of Authority Routes	Number of Non-Authority Routes	Total Routes	Total Vehicles	Spare Ratio (Total Vehicles / Total Routes)
Auto Side-Loader	48	14	62	73	**1.18**
Currato	0	30	30	36	**1.2**
Hard-to-Serve*	9	0.2	9.2	12	**1.3**
Rear-End Loader	2	3.8	5.8	4	**0.69**
Front-End Loader	15	13	28	32	**1.14**
Roll-Off	7	7	14	16	**1.14**
Flatbed/Stinger	4	4	8	9	**1.13**

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- Appropriate space designated at Republic Services' maintenance yard to store/house containers, special collection volumes, and in-kind customer equipment offerings (i.e. kitchen pails, oil jugs, etc.)

Residents will be asked to place carts out by 6am on their collection day. Set carts next to the curb and away from vehicles. Cart lids should be completely closed. Cart weight limit is 150 lbs. Drivers have until 6pm to service.

All household batteries, cell phones, compact fluorescent bulbs (CFL's), LED's, and motor oil filters should be in a sealed plastic bag(s). Tape the ends of lithium-ion batteries. Please call Republic Services at 925.685.4711 for free motor oil and/or cooking oil containers. Please refer to the

Figure 48. Residents will be asked to place carts out by 6am on their collection day. Set carts next to the curb and away from vehicles. Cart lids should be completely closed.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

set-out image below for guidelines on weekly placement at the curb.
Drivers will return containers to their set-out location after service, upright, with lids closed. Supervisors will drive the routes to observe the quality of the driver's service as it relates to container placement, cleanliness, safety, and customer service.

Litter Prevention / Abatement Plan

Republic Services recognizes that external elements, like wind, can cause challenges when servicing containers, resulting in the occasional litter issue. We have developed a protocol to hold drivers accountable for litter that may result when performing collection.

Using the Right Tools

Our best line of defense to prevent litter is using the right tools. Curotto trucks were used in the current contract that had litter issues primarily caused by the front bucket. That's why Automated Side-Load (ASL) vehicles are proposed for this new contract. They are equipped with efficient hydraulic systems that allow for compaction at idle speeds or even while on the move and a large 5-cubic yard hopper that greatly reduces the chance of litter and spillage. All collection vehicles will also be equipped with a remote camera that allows the driver's full visual access to the field of operation.
The ASL features a patented arm, which has an unmatched level of precision. The arm's design feature prevents spillage, which saves driver time while also protecting the environment. The arm's design also minimizes truck rocking. Most automated truck manufacturers have automated arms that begin picking up the container immediately, which can mean the arm is extended nearly seven feet while supporting the weight of the container, causing the truck to rock while the contents are being dumped. With our trucks, the arm is retracted for lifting, so the weight is over the suspension of the vehicle. This keeps the truck from rocking, which can greatly reduce driver fatigue, injury, and spillage.

Front End Load (FEL) vehicles, providing services most typically to commercial and multi-family customers, have the added benefit of an even greater line of sight while performing bin service. Not only are drivers able to see material continuously during service, but FEL vehicles are also equipped with a remote camera that allows the driver to watch material fall into the hopper.

Preventative Maintenance

To prevent spillage during collection, our trucks are also kept on a preventative maintenance plan. Proactive maintenance is also performed prior to summer and truck hoses are thoroughly examined where there might be potential cracks due to heat.

Keeping Our Community Tidy

For spills and litter that occur due to collection, our philosophy is simple: if we spill it, we clean it. Before leaving a service area, our drivers check for any spillage that may have occurred during collection and will clean up if any litter is found. Each collection truck is also equipped with a broom, dustpan, and trash grabber to capture and collect even the smallest items.
To keep our drivers engaged, they undergo routine trainings about the importance of observation. Any litter observed, either

Figure 49. Republic Services has been a long-term partner in keeping your communities clean and even combatting abandoned waste and illegal dumping.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

before collection or after, is to be documented. All staff at Republic receive litter and spillage preventive training. Republic Services recognizes that litter prevention can be difficult during times of extreme weather or windy conditions. During this time, our drivers are trained to take extra precautions to observe conditions on the ground. Republic is ready and willing to discuss options for a joint game plan regarding observed litter on the ground due in no part to collection failure.

Spill Response

For fluid spillage or other significant fluid leakage, Republic drivers are equipped with spill kits containing kitty litter/absorbent and are trained to abide by the following:

- Assess the Situation: Determine the size, type, and location of the spill.
- Identify potential hazards (e.g., flammability, toxicity). Notify Dispatch or Supervisor on duty.

Safety Precautions

- Wear appropriate personal protective equipment (PPE), including gloves, goggles, and protective clothing.

Contain the Spill

- Use booms, dikes, and absorbent materials to prevent the spread of oil.
- Seal off drains and waterways to protect them from contamination.

Clean-up Procedures

- Absorbent Materials: Apply absorbent pads, pillows, or granules to soak up the oi. Allow sufficient time for the absorbents to work before collection.
- Manual Cleanup: Use shovels, rakes, or other tools to remove contaminated soil or debris. Collect waste in labeled containers for proper disposal. Third Party Cleanup: Secure the area of the spill. Examine the area on the map given where the spill occurred. Saturate the floor with degreaser. Pressure wash the area of the spill. Use an extraction hose to get all degreaser, water, and any extra oil off the ground.

Figure 50. Republic Services has a well-trained team and equipment on-hand such as booms, dikes, and absorbent materials to prevent the spread of oil or other spilled fluids.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Reporting and Documentation

- **Incident Report**: Document the spill details, including the time, date, location, and cause. Record the type and amount of oil spilled and the affected area.
- **Cleanup Activities**: Keep detailed records of the cleanup methods used and the duration of the response. Note the types and amounts of materials recovered and disposed of.
- **Post-Cleanup Inspection**: Conduct a final inspection to ensure all oil and contaminated materials have been removed. Verify that the area is safe for normal activities to resume.
- Republic Services to notify the CCCSWA as soon as made aware of the spill.
- Republic Services to notify the CCCSWA of the status of the spill and provide pictures.
- Republic Services to notify the CCCSWA of status of third-party vendor cleanup.
- Provide photos of stage of clean-up.

Service Quality Metrics

Republic Services evaluates the quality and efficiency of its service on a regular basis by using several metrics. We can access reports through one of our systems. The Maintenance Department has reports to track work pending, door traffic stats, road calls, preventative maintenance and work scheduled stats. These reports provide a snapshot of how the maintenance shop is operating and that trucks are being serviced in a safe, efficient, and timely manner.

We can also generate reports for missed pickups and failed service commitments (e.g., carts delivered in the time frame specified in the franchise agreement) as examples. The reports contain the type of commodity missed (trash, recycle, organics), service day, route number, Supervisor, driver, account information and line of business (residential, commercial, roll off). These reports are exported in excel and can be filtered by driver, supervisor, day, and route depending on who needs the report.

Figure 51. We know our customers rely us to be there on-time and collect their disposal as scheduled.



Supervisors can see who has the highest and lowest missed pickups as well as the accounts that have repeat misses. The Supervisors can use this information to coach drivers as well as move toward progressive discipline. Other reports used to evaluate efficiencies are lifts per hour for commercial, drive byes per hour for residential, maximization of disposal trips, yards per haul, minutes per haul, operating labor per hour and percent overtime. Republic Services' companywide goal for 2025 for missed pickups is 7 per 10,000 residential customers and 13 per 10,000 commercial customers. The General Manager sees a dashboard every morning with stats on how the division is doing compared to goal.

Company Service Standards: Stats

As a total enterprise, Republic Services has the following service quality standards for missed pick-ups:

- Residential: 7 MPUs out of every 10,000 drive-by
- Commercial: 13 MPUs out of every 10,000 lifts
- Not to exceed 200 service commitment failures for of every 10,000 services

The following local hauling divisions and jurisdictions serviced by Republic Services are among those to have fulfilled these standards during the past 12 rolling-month period:

- Fresno Hauling: Cities of Clovis, Fresno, and Fresno County

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- Sacramento Hauling: Cities of Citrus Heights, Elk Grove, Sacramento, and Rancho Cordova.
- Daly City Hauling: Cities of Colma, Daly City, and Half Moon Bay.

Customer Satisfaction

Republic Services uses a Net Promoter Score to measure customer satisfaction. A third party randomly selects customers who had requested a service and asks if we met their expectations. These scores are then included on the General Manager's dashboard.
Republic Services also did their own independent, professional poll to evaluate customer satisfaction. Eighty six percent of our customers rated their trash, recycling and organics service excellent/good.

As such, we are confident that our service commitments and improvements are steadily heading in the right direction. We have every intention of continuing our improved service offerings to ensure that 100% of our CCCSWA customers are more than satisfied with the quality of service they receive on a daily basis from Republic Services.

Driver Hours Per Route and Per Day

Republic Services' proposed driver hours per typical workday needed to complete a route:

10-hour routes inclusive of:
- 30-minute lunch
- 2 (15-minute breaks)
- On average of 2 disposal trips:
- Residential: 80 minutes per total trip
- Commercial: 75 minutes per total trip
- Roll-Off: 82 Minutes per trip

The proposed total hours per typical workday for a collection driver, including the time needed to complete their regularly assigned route, plus any additional work hours spent on reassignment covering other routes:

- Republic Services' proposal has added routes to our current route total to make routes 10-hour days or 50-hour work weeks.

Figure 52. Proposed Driver to Route Ratio for the CCCSWA

Number of SWA Routes	Number of Non-SWA Routes	Total Routes	Total Drivers	Driver/Route Ratio
85	72	157	216	1.38

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.2.1 Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to "Think. Choose. Live.®"

Safety Staffing Requirements

Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009.

Republic Services maintains strict compliance with all applicable DOT (includes physical, drug, and alcohol testing), OSHA, federal, state and local safety requirements while performing all work-related functions.

We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate and verify employee practices constantly.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs.

Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.

Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and having zero employee fatalities.

Health and Safety Management

Think. Choose. Live.®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 16,000 drivers.

Our Think. Choose. Live.® philosophy helps navigate these situations by encouraging employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

Driver One on One Program

Driver One on One's (ReSOP) are paramount to decreasing incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week. The purpose is to improve safety, customer experience and productivity. The employee and their leader work together toward excellence.

Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan

*Figure 53. **Continually Improving Safety** is Top Goal for Republic Services.*



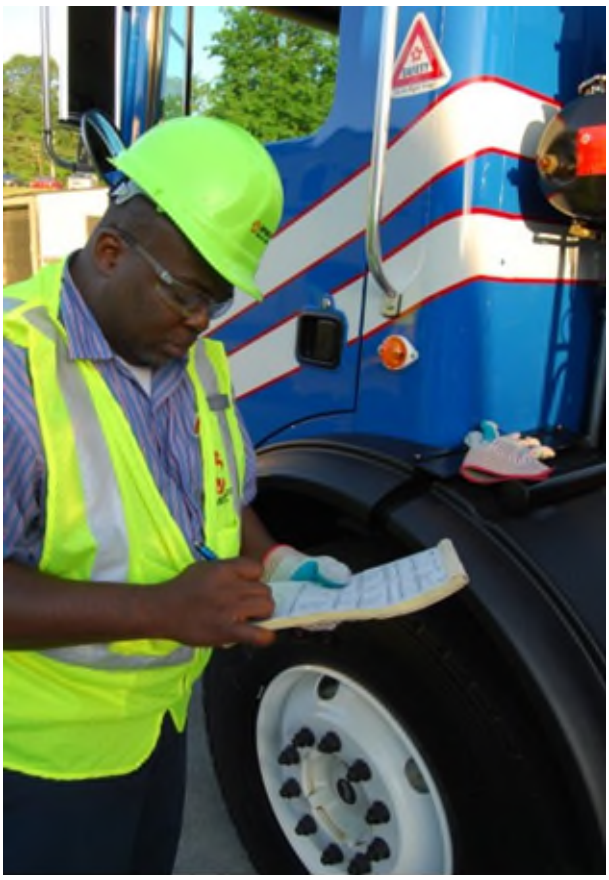
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- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips and falls
- Confined space entry

Safety Recognition Program (Safe Together – Celebrating Zero)

The Republic Services safety programs are designed to identify, recognize and reward safe employees who are dedicated to safety and excellence in their workplace.
Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time and no safety warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

*Figure 54. **Inspections**. Driver performs pre-route inspection to ensure vehicle is safe for operating.*



Quality Control

To ensure extreme reliability and a consistently high level of customer service, Republic Services has a quality control program called Driver Service Management (DSM). DSM includes an extensive driver-lead reporting process, accompanied by regular auditing, that is focused on safeguarding against procedural failures. DSM standards guarantee that all driver issues will be addressed and completely resolved by supervisors or management within seven days of discovery.

The program is monitored and conducted by a Dispatcher responsible for:

- Conducting pre- and post-route briefings with drivers
- Entering and monitoring DSM issues
- Running and distributing reports

During collection activities, drivers are instructed to make notes on their RISE tablets throughout the day. The objective of the post-route briefing is to collect all valuable route information from each driver. Dispatchers must complete the post-route briefing section of the Driver Check-In form and drivers must sign the form before clocking out each day.
Finally, Dispatchers must submit any findings to the appropriate department that same day. For example, customer service will receive issues such as billing concerns and questions; operations will receive issues such as poorly sequenced routes; sales will receive items such as commercial overage issues; safety will receive information pertaining low hanging wires or dangerous dumpster locations; and maintenance will be forwarded issues such as repair and replacement needs.
Should an item remain open for longer than seven days, it is forwarded to the General Manager to bring matters to an immediate resolution.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Together for Safer Roads

As the operator of the 5th largest vocational fleet in the country, with an industry leading safety record, we have a direct effect on roadway safety each day. While our strong safety performance is significant in the communities we serve, we aspire for more. Today, we are proud to be the only recycling and waste services provider associated with Together for Safer Roads. This innovative coalition brings together global private-sector companies across industries to collaborate on improving road safety and reducing deaths and injuries caused by road traffic crashes.

The Coalition's mission to provide guidelines and processes to keep employees, partners and contractors safe on the road closely aligns with our continuous work in fostering an environment that provides ongoing road safety education.

Focus 6

Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and practical skills course exercises that have helped to reduce crashes and injuries.

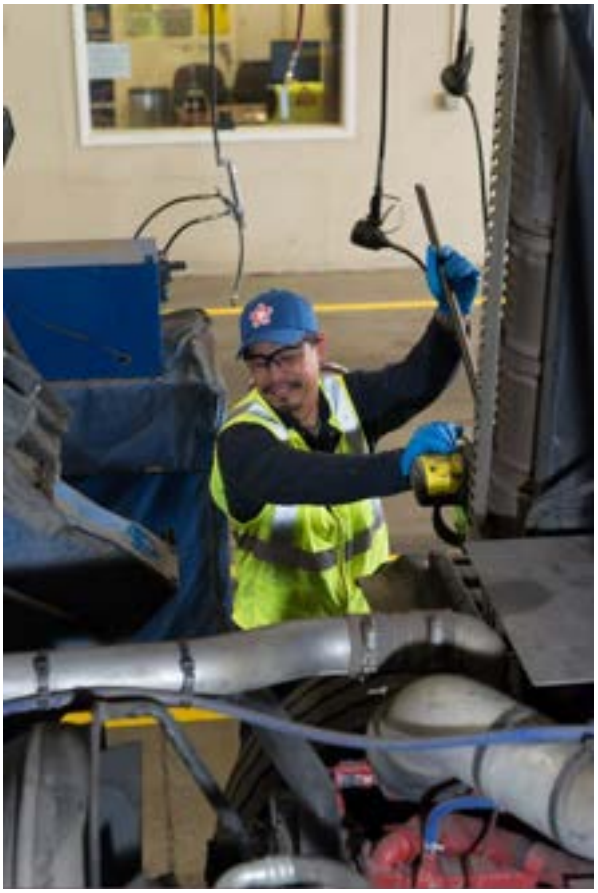
Personal Protective Equipment

Republic Services is committed to providing the safest collection and disposal processes possible. We recognize that effective management of worker safety and health protection is a decisive factor in reducing the extent, severity, and cost of work-related injuries and illnesses. Eye, face, head, hand, and high visibility PPE is required to be worn when applicable.

Driver Qualifications

Republic Services' detailed policy on driver qualifications, including drug and alcohol screening is included on the following pages.

*Figure 55. **PPE Saves Lives.** Our mechanics wear gloves, safety glasses, and high-visibility uniforms.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

REPUBLIC SERVICES

Driver Qualifications

Purpose: Provide guidance on USDOT requirements for maintaining Driver Qualification Files.

Regulatory References: USDOT 49 CFR 391, Qualifications of Drivers; and Applicable State Regulations

Applies to: Hauling companies, transfer stations or other locations that employ Commercial Motor Vehicle (CMV) drivers.

Procedures:

1. **DQF Contents** - All CMV drivers must have a Driver Qualification File (DQF) which will be comprised of 3 separate files: Driver Qualification, Drug and Alcohol and History File.

Contents of the Driver Qualification File:

- **Driver's application** for employment (permanent)
- **Responses of state agencies** to the inquiries and investigations required to be made within 30 days of the driver's employment, concerning the driver's driving record (MVR - Motor Vehicle Report) for prior 3 years (maintain initial MVR and 3 years from MVR run date) Consult MVR Standard for any additional requirements for driver's MVR.
- **Certificate of Road Test** issued to the driver, or a copy of the license or certificate (e.g., Commercial Driver's License) that the motor carrier accepted as equivalent to the driver's road test (permanent)
- **Commercial Driver's License** (copy, must be current)
- **Medical examiner's certificate of the driver's medical** (physical) **qualification** to drive a motor vehicle or a legible photographic copy of the certificate (must be completed every 2 years or as required by medical examiner) (Maintain 3 years from date of examination). The examination long form should be maintained at the office of the medical examiner. If copies of the long form are currently stored in the DQ file, they should be removed and placed into the employee's HIPAA/Medical file.
- **Regional Federal Highway Administrator's** letter granting a **waiver** of certain (medical) physical disqualifications, if a waiver was issued (maintain 3 years from date of waiver)
- **Annual review of the driver's record** to determine if the drive continues to meet minimum requirements for safe driving and is

Procedures:

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

REPUBLIC SERVICES

Driver Qualifications

(continued)

not disqualified from driving (include name of person performing review and date) (maintain 3 years from date of review)

- **Annual list or certificate relating to all violations** of motor vehicle laws and ordinances (other than violations involving only parking) of which the driver has been convicted or on account of which the driver has forfeited bond or collateral (maintain 3 years from date of certification)
- **Single license certification** in which the driver acknowledges that they can only have one license at a time (permanent)
- **Receipt of FMCSRs.** A copy of the signature page documenting proof of receipt of the motor carrier safety regulations (permanent)
- A record of any other matter that relates to the driver's qualifications or ability to drive a motor vehicle safely
- **Meal Period Acknowledgement** (permanent)
- **Statement of On Duty Hours** (required for all new hire or rehire drivers)

Contents of Drug and Alcohol File:

- Drug and alcohol test results (pre-employment, random, post accident, reasonable suspicion)
- Drug and alcohol chain of custody copies
- Acknowledgement of receipt of Drug and Alcohol Free Workplace handbook

Contents of Driver History File

- All new employers must investigate and consider, at a minimum, a driver's employment verification information, accident record, and drug and alcohol information history.
- Information must be obtained from all DOT regulated employers who employed the applicant in the past 3 years. This information can be obtained by
  1. Personal Interview
  2. Telephone Interview
  3. Letter or other written correspondence
- When requested, DOT regulated employers must provide:
  1. General driver information
  2. Employment verification information

Procedures: (continued)

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Driver Qualifications

3. Information about accidents in which the driver may have been involved
4. Whether the driver violated any of the DOT Alcohol and Drug regulations
5. Whether the driver completed the substance abuse rehabilitation program if required

- Any requests from other DOT regulated employers regarding a driver's history as listed above
- FCRA Acknowledgement for authorization to complete background investigations.

The approved Republic Services driver application and hiring process must be followed when hiring new drivers and rehiring drivers. This ensures mandatory DOT information has been received where required, the required information is provided to driver applicants, and the drivers sign specific consents necessary to perform the safety performance check.

Forms:

- Required forms follow within this section

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.3 Vehicle Maintenance Plan

Our OneFleet maintenance program enhances quality of service and maintains a reliable fleet that yields a better customer experience.

Vehicle Maintenance Program

Republic Services' fleet of vehicles undergoes the most extensive preventive maintenance procedures in the industry, which leads to a safer, more efficient, and environmentally sound collection process. Company vehicles undergo rigorous preventive maintenance procedures and comprehensive pre- and post-trip inspections which exceed industry standards to ensure the highest level of performance and safety while on route and minimizing downtime.

These procedures, along with Republic Services' route optimization program and quick disposal turn-around, translates into fewer trucks and truck time on the streets, less air and noise pollution, less wear and tear on the infrastructure, less traffic congestion on public streets, and an enhanced level of safety in the community.

Republic Services has a well-established vehicle maintenance program that includes tracking and recording detailed maintenance history of every piece of rolling stock. The Company keeps accurate and detailed maintenance logs – available to the Authority's staff for inspection upon request – identifying each vehicle by identification number, date purchased, dates of routine maintenance, dates of any additional maintenance, as well as a description of the maintenance performed.

Republic Services is dedicated to operating the best running, safest and most environmentally friendly vehicles in the industry. This goal is achieved through a coordinated vehicular maintenance system called OneFleet.

With standardized procedures and consistent execution, the OneFleet system improves safety for the fleet, decreases repair downtime and improves customer satisfaction.

Our OneFleet program leads the industry in creating a safer, more reliable fleet, both operationally and environmentally

- A scheduled preventive maintenance program enables us to offer a superior fleet traveling on your roads
- Regular preventive maintenance contributes to our companywide 99.9% pickup reliability rate and having a 35% safer-than-industry-average performance
- OneFleet allows us to keep costs low and efficiency high, which ultimately benefits the communities we serve

Preventive Maintenance

Preventive maintenance (PM) is the hallmark of OneFleet. Republic Services prescribes six levels of PM activity at varying truck hour markers.

1. Every 150 hours - full inspection, including nuts/bolts/fluids/no cracks
2. Every 450 hours – #1, plus full lubrication service
3. Every 1,350 hours - transmission, front suspension, air-to-air, hydraulics, CNG inspection
4. Every 2,700 hours – #1- #3, plus drain transmission, new filters and fluids; crank ventilation filters; exhaust system inspection/service, cleaning, catalyst inspection/service

*Figure 56. **Our highly specialized technicians** deliver a best–in-class fleet for your municipality.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

5. Every 5,400 hours – #1-#4, plus differential fluids, DPF system, overhead valve adjustment, fuel systems inspection/service
6. Every Year – Annual Federal Safety Inspection

Planning and Scheduling

Standardized planning and scheduling leads to increased shop capacity and reduced fleet down time. Planning preventive repairs also makes certain that parts are on hand and technicians are scheduled accordingly. This also keeps the shop proactive and prepared and provides the benefit of prioritizing repairs and keeping the fleet ready at route time.

Figure 57. The OneFleet preventive maintenance program contains six pillars.



Workplace Organization

A clean and organized workplace makes for a safer and more efficient environment. At Republic Services, we abide by the Five S's:

- Sort
- Straighten
- Sanitize
- Standardize
- Sustain

Training

The Republic Services' OneFleet program is built on the foundation of an educated workforce. Ongoing tech training, on-the-job projects, as well as formal classroom clinics, are all part of the "Republic Services Way."

Drivers Practice

Joint accountability and proper communication between maintenance crews and operations personnel (drivers and supervisors) foster fewer unscheduled repairs and breakdowns. Each day, drivers:

- Perform a pre/post-trip driver quality control inspection.
- Ensure any issues they identify are accurately communicated to the shop.
- Ensure customer and route expectations are understood in the mornings.

Parts Management

The right part at the right time is critical to maintaining a fleet. With proper inventory management, parts are on hand for all scheduled repairs. That decreases truck and labor down time and reduces overall costs for the customer. Integral to the parts maintenance program is a maintenance bay. The floors and shelves are kept clean and orderly. With proper scheduling, parts are also staged in advance of a technician's arrival.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The real benefit of OneFleet is the positive impact to the customers. Republic Services drivers begin each day with a safe and reliable fleet. A reliable fleet allows the frontline employees to focus outwards and onto the MSW and recycling needs of the community.

Cross-Functional Huddle

Republic Services Operations and Maintenance Teams must meet daily to review Route Ready and OneFleet. This enables the teams to discuss truck needs and fleet health to ensure each driver is in his/her own truck each day to service your city.

Vehicle Inspection Reports

The key to the preventive maintenance program is daily completion of vehicle inspection reports. This is done by the collection vehicle's assigned CDL driver and includes both a pre-trip inspection and post-trip inspection. Drivers check fluid levels, lights, tires and other safety related areas of their truck and indicate on the inspection report any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable or problematic.

Technicians then make any needed repairs before the vehicle returns to the route.

Furthermore, each vehicle undergoes a thorough and comprehensive preventative maintenance inspection (PMI) every 150 hours of service. This inspection is conducted by a trained and certified brake inspector, according to USDOT requirements.

The vehicle is inspected from the top to the bottom and the front to the rear including, but not limited to tires, air pressure, brakes, air system, safety camera system, gauges, engine, cooling system, hydraulic system, batteries, and general overall equipment operation. The vehicle is thoroughly lubricated, and fluids sampled and changed if required. If repairs are needed, all priority repairs are completed prior to other vehicles being returned to service; repairs that can be made are scheduled to be completed at the next service. PMI's are set at different levels ranging from PMI-A to PMI-E. Each level represents a more intense inspection and/or requires different fluid levels changed, e.g., oil, hydraulic, coolant, differential, and so forth.

Tracking and Reporting of Equipment Maintenance and Repairs

Republic's reporting system for tracking vehicle maintenance, vehicle performance, and adherence to Company policies relative to such is called Dossier, which enables Republic to produce weekly reports that are used by the Fleet Maintenance Manager to monitor performance and take appropriate action steps when necessary to enforce compliance with Company policy add procedure. Some of the maintenance-related reports the Dossier system produces, and which are also covered in weekly maintenance and operations meetings are:

- Maintenance Cost per Vehicle Report (with high-cost trucks noted)
- Road Call report
- Towing Report
- Drive Compliance and Error Report
- Mechanic Productivity Report
- Fuel and Meter Report
- System Code Spreadsheet Report
- Preventive Maintenance (PM) Report (with overdue PM sub-report)

*Figure 58. **Parts Management** is a key component of our successful OneFleet program.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Environmental Stewardship

Additionally, Republic Services' commitment to the environment is evident in its maintenance shop practices, where everything that can be recycled, is recycled, including:

- Motor and Hydraulic Oil
- Antifreeze
- Oil, Transmission, and Fuel Filers
- Tires
- Metal Parts
- Batteries
- Brakes

Vehicle Appearance

It is a fact that vehicles that are clean in appearance are usually well-maintained as well. Republic Services washes its collection vehicles weekly, utilizing biodegradable cleansing products, high- and low-pressure washers, as well as a brush.

Active Fleet

The aforementioned safety practices and organizational procedures not only solidify the safest fleet possible, but they ensure the longevity of our fleet. This means that we are well equipped to have sufficient working vehicles at all times for the CCCSWA.

We have 151 vehicles on site; 79 vehicles are dedicated to CCCSWA customers, while the remaining 72 are dedicated to other customers.

This location operates on a 9:1 spare ratio, meaning that for every 9 trucks at this site, we have 1 spare. Trucks launch from this site for the CCCSWA and other customers, meaning we have access to even more spare vehicles than the CCCSWA needs.

These vehicles are all equipped with working air conditioners.

This fleet is comprised of vehicles that run on CNG.

3rd Party Vendors

We partner with several approved vendors who craft materials and services that we need in order to provide worldclass customer service. The main vendors utilized at this maintenance yard include Rush Enterprises, Coast Counties Peterbilt, TEC Equipment of Oakland, and Betts Company.

Reserve Fleet

Republic Services maintains a reserve fleet typically of about 17% to be used in the event a route truck is removed from service for either routine maintenance or due to downtime for necessary repairs. If a route truck must be removed from service during the collection day, a back-up collection vehicle will be dispatched and put into service within one-half hour of the time the breakdown occurs.

Service interruptions due to mechanical breakdowns on route will be further minimized since the Republic's solid waste, recycling and organics routes are serviced by the same type of collection vehicle (identical cab, body, engine, and capacity), which means that all trucks in the reserve fleet will be available to provide back-up for each type of service.

Figure 59. Our Contra Costa Hauling Division's Vehicle to Mechanic Ratio

Vehicle to Mechanic Ratio

Number of Vehicles	Number of Mechanics	Vehicles / Mechanics
182	21	8 : 1

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.4 Zero Emissions Vehicle (ZEV) Implementation Plan

Per Addendum #4, issued January 21, 2025, the Advanced Clean Fleet regulation waiver has been withdrawn, and as such, proposers are no longer required to submit an alternative bid for ZEV implementation (Alt 10 in the Alternative Bid cost forms).

Despite the regulatory change, Republic Services remains committed to the advancement and implementation of fleet electrification and deployment of ZEV collection vehicles. Detailed information regarding Republic's ZEV collection vehicle program is included within Section 2.6 Emerging Technologies of this proposal submission. Additionally, Republic has proposed standalone pricing per ZEV collection vehicle, should the CCCSWA be interested in deploying one or more ZEVs in the service area. The technical proposal and associated proposed pricing per truck is further outlined with Section 4. "Innovative and Cost-Savings Services," of this proposal.

Figure 60. In 2025, Republic Services has begun deploying 100% ZEV collection vehicles to communities around the country. Locally, Republic Services will be utilizing 5 residential ASL ZEV trucks in the City of San Pablo, CA beginning July 1, 2025.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.5 Maintenance Yard

Local Maintenance Yard

Our fleet will be serviced out of our facility that is partially owned, and partially leased by Republic Services.

The site is located at:

441 N Buchanan Circle

Pacheco, CA 94553

This site includes the storage of supervisor vehicles, the storage of collection containers, and offices for staff. Staff parks across the street. Additional inventory is located off-site.

Technicians at this site work on trucks that service CCCSWA as well as trucks that service other customers in the region.

There are currently no plans to expand this site.

At this time, we are not interested in subleasing the available parcel offered by this RFP.

*Figure 61. **Clean, well-maintained trucks**. Our well-maintained fleet is a direct reflection of your municipalities.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.6 Emerging Technologies

Republic Services employees are dedicated to progressing the company through an evolving world.

Our innovation and technology teams are constantly monitoring emerging technologies and running operational pilots to determine capabilities suitable for fielding into our live operations across the country. Many times, emerging technologies are unreliable, or struggle to scale to large operations. Other technologies attract attention based on marketing claims that often do not play out when deployed in a large operation for a long period of time.

For this reason, we monitor technologies and capabilities that offer promise, and pilot them to confirm they can be applied without impact to your contract. Once this occurs, we implement seamlessly into the operations, and notify any stakeholders who can benefit from the insertion when completed.

RISE and Track My Truck

RISE allows our logistic analysts to see trucks in real-time, adjust their routes, check communications from drivers about specific locations, and ensure our customers are being serviced.

Track My Truck varies based on the customer type, but whether they are residential, commercial, or industrial customers, they have instant access to their truck location at their fingertips.

Track My Truck utilizes route guides and GPS data to determine which parts of a route have been completed. Not only can customers see if their location has been serviced, but they can see if there is a route delay.

Utilizing information from RISE, Track My Truck gives live information to customers so they never have to wonder where their driver is.

AI Technology

Artificial Intelligence (AI) is quickly engraining itself in our world, and Republic Services is embracing this technology for the long-term. We have already introduced several applications that use AI to improve the customer experience.

AI in Customer Service

Republic Services utilizes NICE/s Nexidia Analytics AI-enabled Omnichannel speech analytics platform to improve the customer sentiment and streamline analysis of our call center service performance.

Nexidia Analytics is one of the only interaction analytics solutions that uses Deep Learning neural networks, which allows our analytics algorithm to deliver the highest accuracy against real-world conversational audio. Features utilized in this platform include supervisor alerts and escalations. Nexidia Analytics provides more than the missing piece of the puzzle – assembles the puzzle, providing vital agent and customer behavioral data found in contact center interactions from audio.

AI in the Bin

Republic Services utilizes AI technology to identify contamination inside commercial bins. When contamination is identified automatically, the driver can focus on safely servicing the customer instead of monitoring the contents of each bin. Once

Figure 62. Compliance Advisors utilize AI technology with Zabble Zero™



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

contamination is identified, Republic Services can educate customers on the responsible way to dispose of material.

In some markets, Republic Services has partnered with Zabble to use the Zabble Zero™ application when auditing residential containers. This technology captures images and data instantly so that users can understand how much material customers are disposing of, what kind of material, and can tailor outreach and programs accordingly.

AI in Safety

Using external truck cameras, in-cab cameras, and the application Samsara, AI is utilized to detect unsafe situations when our drivers are on route.

The Samsara technology analyzes the truck speed, the facial features of the driver, the road, and surrounding environment. Using this information, Samsara will audibly alert the driver if they are driving in a distracted or unsafe manner.

This AI technology has the ability to pick-up on hazards and potential unsafe scenarios before they cause an accident, making our trucks even safer on the road.

Polymer Center

The Polymer Center is the perfect example of Republic Services identifying a need and employing everything at our disposal to innovate a solution.

While the recyclables for the CCCSWA will not be processed by Republic Services, this one-of-a-kind facility serves as an illustration of our ability to source emerging technologies to give our communities a sustainable solution.

Zero Emissions Vehicles (ZEV)

As one of the largest solid waste and recycling service providers in the nation, Republic Services is constantly investing in new technologies and modernized equipment to enhance efficiencies, productivity, and required maintenance schedules. This extends to the development and utilization of electric vehicles.

With more than 16,000 vehicles in operation daily, we have set one of our sustainability goals to reduce our greenhouse gas emissions 35% by 2030. This is an aggressive target, which is backed by the Science Based Targets Initiative (SBTi) and is also in line with the Paris Climate Accord. One of the greatest opportunities of achieving this goal is to advance the state-of-the-art technology for electrification, to enable the conversion of our fleet.

Understanding Factors for Success

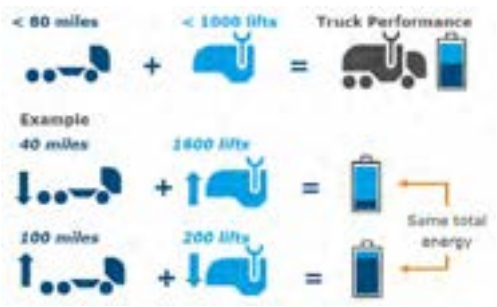
To successfully convert operations from a diesel- or RNG-powered fleet to electric, it is important to understand the complexity of the environmental services operation, and the balance that must be achieved across four key factors. See figure 63 below.

Truck Performance

The operational requirements of a modern recycling and waste collection vehicle make it arguably one of the most challenging platforms to electrify. This is due to several operational constraints:

- Route trucks must run continuously throughout the day and do not have the ability to stop and recharge for hours at a time.
- On collection routes, trucks touch 800-1,600 homes, starting and stopping every few hundred feet, which presents

Figure 63. ***Power Trade-offs*** *– Power utilization is a function of route distance and number of lifts/compaction.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

a greater body power draw than a long-haul over-road truck.

- During the collection operation, the truck must power the lift arm that grabs the cart, tips the material, and places the cart back on the curb. Additionally, as the truck hopper fills with material, the truck must power the compactor, which compresses the material in the body of the truck to allow it to maximize the number of homes it can collect before requiring a disposal trip.
- The weight of the collected material in a solid waste truck can be multiple tons, which place an additional burden on the drive train and require more power draw to propel the vehicle than when empty.

Together, these operational constraints create an initial performance requirement for a solid waste truck that is far greater than a transit bus or over-road tractor trailer. This means that the major platform manufacturers of industry collection platforms must innovate and advance the state of the technology to achieve these operational requirements.

Infrastructure

Charging a fleet of collection vehicles presents a utility power challenge that must be considered. The entire fleet in a hauling facility is on route at the same time during the day. This requires an electric fleet to be charged during a specific period, typically from end of day until early morning hours. As the size of the electric fleet increases at each hauling facility, the need for sufficient power (transformers, switch gears, distribution line and charging stations) also increases. In very large hauling facilities, which contain upward of 100 trucks or more, a partnership with the local power company may be required to design and construct infrastructure to deliver the required power to the fleet during the same down time.

Route Dynamics

The location and terrain of routes will play a factor in early ability to electrify a fleet successfully.

- Terrain is a factor in early-stage operations because of the power draw increases when navigating hilly terrain, especially with heavier collection loads. Routes with terrain will tend to deplete the current battery charge before the route can be completed, which would require the truck to be taken out of service to recharge during the day. Correspondingly, a route that is flat will not present the added power draw to the platform, and thus be more successful in the early stages of development.
- The climate of each route can also present operations challenges, as some

*Figure 64. **Four Factors of Success** – In order to convert a program to electric powered vehicles, these four factors must be aligned*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

routes are in extreme heat, while others are in extreme cold during a portion of the year. Cabin comfort and battery conditioning consume more energy in hot and cold environments. For this reason, in initial stages of development, ideal routes will be in moderate temperature markets.

- Lastly, the weight of the collected material will place an added power burden on the platform. This indicates that initial routes to electrify will best be focused on recycling (over solid waste), until platform performance can complete a full route with heavier solid waste payloads.

Until battery technology and platform performance exceed operational requirements, the optimal route will be on flat terrain, in mild climate temperatures, and collect relatively lighter loads.

Economics

Like any new and emerging technology, electric-powered waste collection vehicles cost a premium. On average, the trucks cost about $200,000 more than a RNG powered equivalent truck in 2022. Additionally, the infrastructure required to bring power and a charging station to the hauling yard parking space will add an additional cost to the initial capital. The cost per truck for the infrastructure investment will vary depending on the total number of trucks being implemented in the rollout, as there is a considerable cost to bring the power into the hauling yard, regardless of whether it is for one truck or 21 trucks.

To make the economics work for a municipal program, there either needs to be incentives to help close the economic gap, or the municipality needs to be supportive of the additional costs flowing through to the price per home. In either case, the introduction of the new technology must have the awareness of the municipality in their procurement, as the cost differences would otherwise cause a bidder to lose on price unintentionally.

Lastly, the economic topic is one that will likely change over time. Like most new technology topics, Mohr's Law will apply to fleet electrification. Technology will improve over time and costs will decrease over time, opening the topic for fleet transition to EV in more and more cities over the coming years. We strongly encourage municipalities interested in bringing electric vehicles to their program to engage in dialogue with Republic Services, to monitor where they are in the "4-Factors for Success."

Pushing State of the Art

Republic Services is very proud to lead the industry in our aggressive push to electrify our fleet. Despite the challenges described, we are not shying away from the topic. In fact, we are engaged with multiple platform manufacturers. Our investment in the advancement of the technology is multi-faceted. We start by flowing operational facts and needs to them, so that their development teams understand the real-world paces that the platform must perform. We then put our money where our mouth is by buying their prototype and early production trucks and running them through their paces on real routes in multiple locations in the United States. Lastly, we give the feedback from those real-world routes back to the manufacturers, so they can learn from our efforts and improve on their designs.

Ongoing Pilot Programs

In 2022, we have two pilot programs running on real routes. One in Hickory NC, and the other in Boise ID. Each of these locations is using a different platform manufacturer's truck, offering performance feedback to both teams. The experience from these research efforts was incredibly informative.

In 2023, we announced a partnership with McNeilus Trucks, where we designed the industry's first all-electric fully integrated truck from the ground up. We have taken delivery of the initial trucks in late 2023 and have over 50 trucks planned in 2024 to expand our research efforts into more

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

markets, climates, and terrain environments.
In 2025, thanks to our intentional pilot programs and thoughtful planning, we will have seamlessly integrated hundreds of electric collection vehicles into various locations around the country.
We lead the industry on the race to electrify our fleet. While this speaks to our commitment to sustainability, it also demonstrates our ability to identify the direction of the future, and use the talent and resources at our disposal to launch us there.

Carbon Calculator

We are constantly finding ways to add value for our customers. As organizations and policy makers continue to craft sustainable initiatives, we pride ourselves on being the partner who can help you comply. Our readily available and free-to-use Carbon Calculator is one way we do this. Customers of any type can click a few buttons and calculate their carbon impact based on their subscribed services.

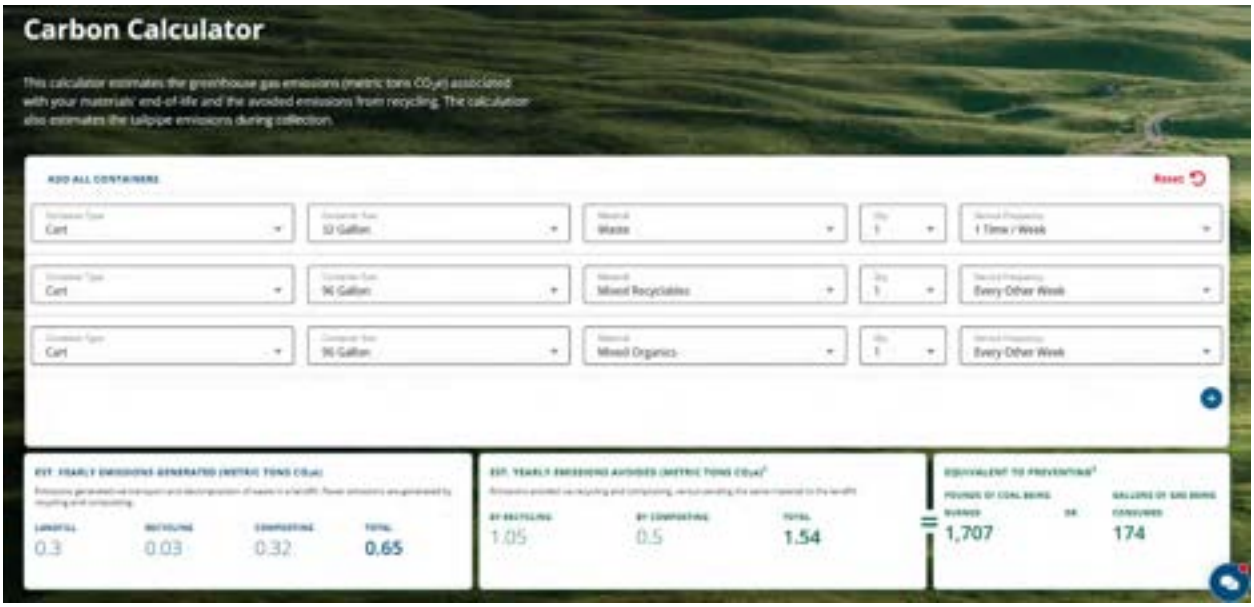
Republic Services App

Modern day customer service is about customer options and simple solutions. Newer generations expect web-based and mobile app-based abilities to self-serve simple needs at any time of the day or night. Certainly, more complex topics may still require person-to-person interaction, but a vast majority of customer service contacts in this industry are topics that can be self-served.
For this reason, Republic Services has invested to create a state-of-the-art website and mobile app. Our customers now can reach us 24/7 via our website, www.RepublicServices.com, or our Republic Services mobile app.
Our self-service options are designed to improve overall customer service response times. Additionally, the app enables resolution to simple customer inquiries and their requests in real time, with the least amount of customer inconvenience possible.

Through our website and mobile app customers can:

- Pay their bill.
- Schedule an extra pick up.
- Discover new services.
- Receive weather and holiday service updates.
- Sign up for autopay and paperless billing.
- Submit inquiries or complaints.

*Figure 65. **Carbon Calculator** is an online tool that is free to use at Republic Services website.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

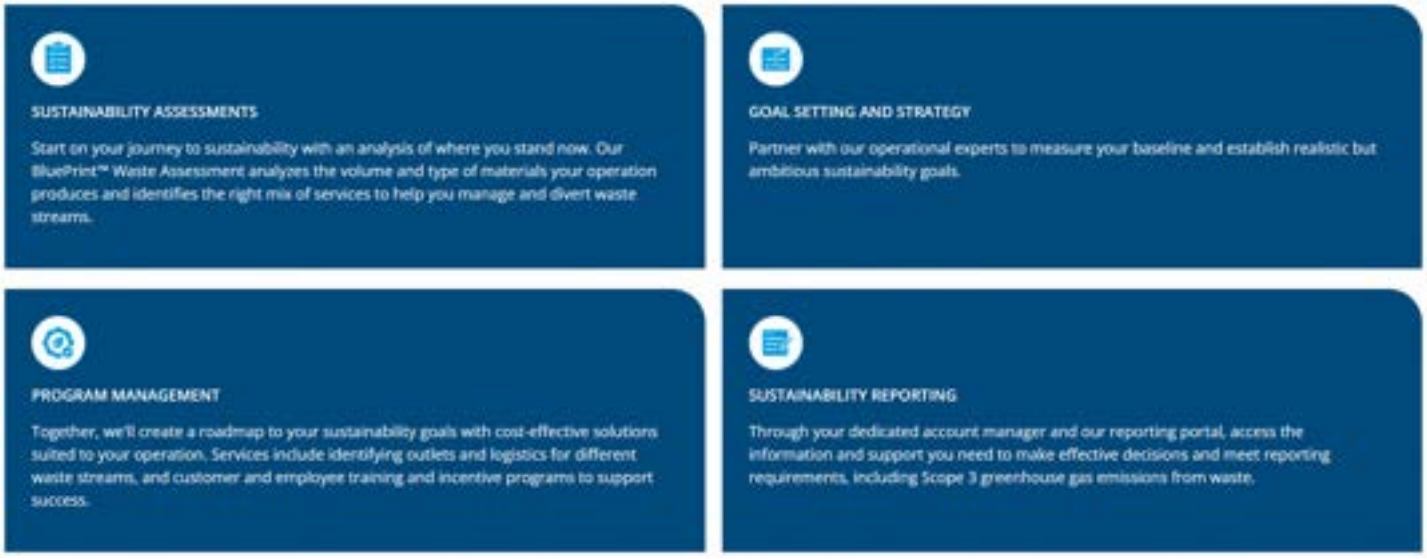
- Receive service alerts to notify residences or businesses of changes or delays.

Technological Impact

The expansion into digital operations allows Republic Services to offer a set of features that we are proud to provide to our customers to improve access and visibility. With the implementation of RISE and our digital operations suite, customers have unprecedented access to features such as service verification and Track My Truck. What this means for our customers, is not only a reliable operation, but increased confidence and verification to ensure little to no impact to the day-to-day. In addition to increased transparency, customers will have access to our mobile application, website, other resources that allow deeper interaction of their account, and the ability to request additional services and other items such as paperless billing and notifications.

Figure 66. Supporting Your Strategy.

Reaching your waste-related sustainability goals may feel like a lengthy and complicated process. But our team of experts can help you find your way. Our work begins with understanding your business and sustainability objectives.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.7 Inspection for Unpermitted / Excluded / Hazardous Waste

The purpose of Republic's Unpermitted Waste Screening Protocol is to prevent forbidden wastes from entering the waste stream through any of the weekly collection services or special services provided by Republic, or to manage forbidden wastes inadvertently collected through weekly collection or special services under this Agreement.

Unpermitted wastes are typically defined as:

1. Materials that are not Solid Waste, including Universal Waste (*1), household hazardous waste and other hazardous waste, medical waste, radioactive waste.

2. Waste tires in excess of the limitations prescribed in 14 CCR 17355(b) or reduced in volume as required in 14 CCR 17355(A).
3. Any other materials that cannot be disposed of in class II sanitary landfills described in 27 CCR 20250.

*1 Universal Waste means "hazardous wastes that are universal waste (as defined and listed, respectively, in 22 CCR §66273.9, such as batteries thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans and certain mercury-containing devices) exempt from the hazardous waste management requirements of chapter 6.5 Division 20 of the California Health and Safety Code and subject to the universal waste management requirements of Chapter 23 of Division 20 of the California Health and Safety Code."

Employee Education

All new employees will receive training regarding unpermitted waste identification, safety, and notification procedures. Furthermore, local management, drivers, and customer service representatives will continue to receive annual unpermitted waste screening protocol training. Drivers will be reminded about the importance of unpermitted waste screening protocol at each monthly safety meeting and will receive additional training as needed based on field incidents. Republic includes identification training of unpermitted wastes with special emphasis on hazardous wastes, flammable, combustible, and explosive materials. Upon contract award, Republic will circulate its draft Unpermitted Waste Screening Protocol to the proper local emergency response agencies for review and input such that the final document reflects local agency emergency response policy and procedure.

Spot Checks

Because of the nature of the collection services being bid, Republic will perform ongoing spot checks as it collects from its regular schedule. Republic will additionally utilize its CCCSWA assigned Sustainability Advisors and Route Supervisors to aid our drivers in their ability to screen for these unpermitted materials at the set-out site of containers.

Unpermitted Waste and Spill Response Plan

If any unpermitted waste or hazardous waste is disposed within the solid waste

Figure 67. Labels to aid in the prevention of hazardous waste disposal



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

stream, immediate and appropriate action will be taken to contain and remove it. Operations personnel are trained both in unpermitted/hazardous waste identification and appropriate responses to unpermitted/hazardous waste incidents. Periodic training is provided and recorded to ensure skill proficiency. The following procedure is used for identifying and handling unpermitted/hazardous waste:

- Notification of unpermitted/hazardous waste disposed of in the waste stream will be communicated from the driver in the field to the dispatch center.
- Dispatch will notify field supervisor and management for determination of appropriate response level.
- Coordinating instructions will be issued and executed.
- Trained personnel will be assigned the task of inspecting any materials suspected of containing unpermitted/hazardous waste. Inspection involves identification of both labeled and unlabeled unpermitted/hazardous waste containers and materials.
- An appropriate course of action/customer education based on the seriousness of the waste involved will be decided upon and taken.

Figure 68. Clean and vibrant labels help customers identify proper disposal of materials in correct containers



Should the driver determine, without any question or doubt, that the unpermitted waste is not hazardous, the following procedure is used:

- The unpermitted/nonhazardous item will be removed, placed safely back onto the premises, and tagged with a non-collection notice indicating the reason for non-collection.
- The driver will immediately call the dispatch center and report the incident, including street address and time item was detected.
- Dispatch relays this information to customer service.
- A customer service representative will phone the customer to inform them of the event, why the item was left, direct them to proper alternatives for reuse or disposal of the item, and respond to any questions the customer may have.

Labeling

Republic will place labels on all containers clearly displaying our company name, phone number, website, and contents for which the container is designated. The labels will also clearly display a warning that the disposal of unpermitted wastes is prohibited. The label will also list what are acceptable and not acceptable contents for each container type.

Unpermitted Waste and/or Excluded Waste Handling and Costs.

Except for cases where it can be attributed to a specific Generator and where Republic Services followed the procedures listed in Section 5.2.C.1, Exhibit B and Exhibit C-2, Unpermitted Waste and/or Excluded Waste identified during unloading at the Designated Facility and attributable to Republic's vehicle shall be handled by the Republic. Republic will arrange for, or provide, Transportation and delivery of the Unpermitted Waste and/or Excluded Waste to a Recycling facility, incinerator, or landfill permitted in accordance with Applicable

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Law. Republic Services will be solely responsible for making those arrangements or provisions and paying for all costs thereof, subject to the remedies available under Section 5.2.C of the draft agreement.

Figure 69. Inspecting for unpermitted waste helps us prevent disastrous outcomes like fires, truck breakdowns, and combustion.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.8 Contamination Detection and Reduction Plan

CCCSWA and Republic Services are required to monitor containers to minimize prohibited container contaminants. Monitoring requires routinely physical container inspections along every collection route to ensure all containers are correctly sorted.
A high contamination level requires more processing and negatively affects the quality of the finished product. To achieve a sustainable recyclable and organic diversion program and meet the law's monitoring requirement, CCCSWA and Republic Services must work together to minimize contamination in every container. CCCSWA and Republic Services are required to monitor containers to minimize prohibited cart contaminants.

Our proposed contamination minimization program will include:

- **Route Reviews (see required alternative):** Carts/dumpsters will be randomly selected and physically inspected along each route, throughout each year.
- **Notify Customers about Non-Collection Events:** Cart/bin "Oops," tags will inform customers of proper material separation and reason for non-collection.
- **Contamination Fees:** Contamination fees will be charged to all customers with contaminated carts/bins after a 3-month grace/educational period and documented initial observations as well as subsequent "warnings," to address the added costs to further process and dispose of the contaminated materials.

Figure 70. Republic's team members will conduct visual contamination inspections along on all routes, customer types, and source separated commodity containers daily operations. Observed results and instructions for proper participation will be communicated directly to each customer when contamination is observed.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Driver Contamination Monitoring Methods

- For recycling and organic waste setouts, Republic Services drivers perform a periodic visual contamination check of the cart contents.
- During the 3-month education period where container contamination is visible, the cart will be tagged with a "Corrective Action Notice," informing the customer why they received the notice and how to properly sort materials in the future. Subsequent infractions or ongoing unacceptable levels of contamination after the 3-month education period will also be noticed, and a fee may be assessed. A picture is taken with the RISE tablet and uploaded to the customer's account.
- As with all Corrective Action Notices and other route events and incidents, this information will be logged into Republic Services' customer database and routinely shared with CCCSWA via the agreement's reporting requirements.
- Upon Republic Services' observation of contaminated materials, a customer service representative or dispatcher will make contact with the customer that same day. If returned service is requested by the customer within two business days after they have removed such contaminants, Republic Services will return and provide service the next business day following the "go-back," request. Each customer's "go back," request will be subject to a standalone rate for the returned collection service prior to their next regularly scheduled collection day.

Figure 71. The 3-month education period will allow both CCCSWA customers and Republic staff to work together in ensuring proper source separation and contamination minimization. In return, CCCSWA will be better suited to maximize diversion opportunities and fulfill the intents of CA laws.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

We propose to implement a "contamination educational period" of three months upon contract commencement. Republic will include information about this education program in our initial service notifications and outreach materials to all customers at the commencement of the franchise agreement. During the three-month education period, customers will be given a waiver of fees for any contamination violation events and an abundance of educational materials. Upon conclusion of the three-month period, contamination charges and non-collection notices will commence on each observed instance thereafter. Upon a customer's request to provide return collection service prior to the customer's next normally scheduled collection day, Republic Services will collect the contaminated collection container as its intended commodity type. Thus, the contamination fee is imperative at incentivizing proper source separation and diversion by the customer.

The 3-month contamination education period will also be effective for any new account set-up and/or new accountholder.

As such, when a new service account/accountholder is created, they will receive the same 3-month contamination education period without the issuance of contamination fees identical to the process that all existing customers will receive at the start of contract commencement.
Republic Services will develop and utilize non-collection notices and courtesy notices, pursuant to Section 7.11.B, in clear instances of customer non-compliance.
Republic will develop and maintain a system of keeping records of and following up with customers who receive non-Collection notices and courtesy notices during Collection of materials.
In the event that Republic Services encounters contamination circumstances at a customer's set-out site, we will promptly and proactively notify the customer regarding the reason for non-collection. Proactive communication to the customer will include:

- A paper non-collection notice (in a format approved the advance by the Authority) left by Republic Services on the customer's container at the time of non-collection.

Reporting: Notice of Non-Collection

Republic Services will notify the Authority via email of Premises where materials are tagged by the Contractor and not picked up, describing the type of material(s) and reason.

Figure 72. Posters near set-out sites help remind our customers what materials are allowed in each service container.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.9 Public Education, Outreach, and Technical Assistance Plan

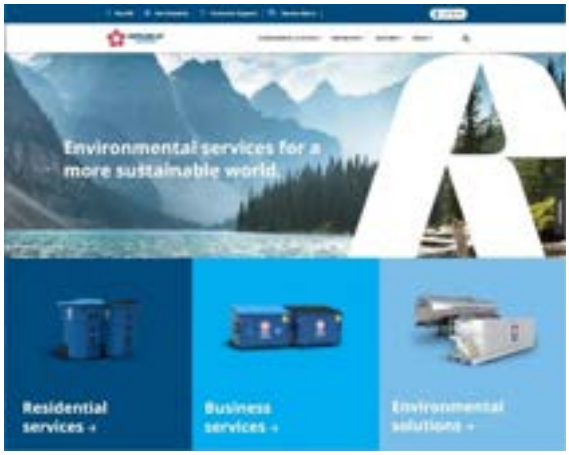
Public education is critical to maintaining an efficient and cost-effective program for environmental services in your community.

The goal of Republic Services' public education and outreach program is to educate residents on industry trends and best practices, and the specific programs across the CCCSWA service area. We do this by engaging community groups and business associations, to educate residents and businesses about the key elements of the program, including relevant program changes, and highlighting customer service, cost, environmental benefits and state requirements.

Republic Services is committed to partnering with CCCSWA to provide comprehensive public education, outreach, and technical assistance to multi-family properties, commercial businesses, city facilities, and the broader community. The goals of this plan include:

- Ensure compliance with state and local regulations, such as SB 1383.
- Reduce contamination and increase participation in recycling and organics programs.
- Build trust and awareness among customers using best practices.
- Collaborate with CCCSWA, member agencies, and stakeholders to align messaging and enhance program effectiveness.

*Figure 73. **Republic Services' Website**. RepublicServices.com is a one-stop resource.*



Republic Services brings a proactive, integrated approach to its customer communications and will use a variety of methods, such as direct mail, posters, media relations, special events, RecycleSmart's website, and other methods as appropriate, to convey service and recycling messages to reach various audiences. We have extensive experience designing and implementing customized education and outreach programs for single-family, multi-family and commercial customers that effectively promote recycling and increase diversion. Republic Services will also annually purchase mailing lists for residential, multi-family and commercial customers.

Website

The Republic Services website is designed to be a one-stop resource for current and potential customers. They will find news updates, collection information and educational tools. The educational program provides in-depth information for both residential and commercial customers, and the programs are downloadable and can be used for outreach and environmental initiatives.

RepublicServices.com provides in-depth content specific to residential and commercial needs. If the customer is directly billed by Republic Services, they can also inquire into billing-related questions or even view and securely pay their bill. Residential customers will also find resources for recycling and environmental needs.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Business pages allow users to login and view/pay their bills, view billing history, and schedule pickups. Commercial users will also find resources on how to responsibly dispose of electronics waste, hazardous household material, and other environmentally harmful materials.

On the main page of RepublicServices.com, visitors will be able to view a video clip of recycling education that features our "closed loop" recycling collection program. This video can easily be edited to focus on any new initiatives agreed upon with CCCSWA. Additionally, residents can view a video on our new Plastics Polymer center featuring our innovative techniques for creating plastics circularity.

Republic Services App

Our application for mobile devices can be used to schedule a pick-up, report a missed pick-up, receive service notifications, search additional products and services, and much more. It can be easily downloaded from the App Store for Apple users or for Android users from Google Play.

Residential Outreach and Education

Republic Services will work with the Authority to develop residential Customer Guides, newsletters, educational tags, and other materials as needed. Since the Sustainability Advisors will be doing the residential route audits, they are well equipped to address any contamination or questions from residents with verbal responses and written communication and outreach materials Outreach will inform residents that contamination and proper sorting of organics will be monitored by performing annual route audits.

This data will be tracked in Recyclist, or other software purchased by the Authority, and can be reviewed to determine if any changes need to be made to the outreach material to address specific issues.

Residents will be notified that organic material accounts for more than half of the

We develop and maintain a library of public education programs and materials that our municipalities can leverage to drive awareness

- Instant access to information via website and the Republic Services app
- Facility tours
- School education and take-home materials
- Videos and public service announcements
- Community newsletters

Figure 74. All service offerings and collection programs available to SFD customers will be outlined in the residential service guide mailed to each household.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

material in California's waste stream. Greenhouse gas emissions caused by the decomposition of organic material in landfills contribute to climate change. Residents are required to separate organics, including all food scraps, uncoated food-soiled paper, and yard trimmings.

Residents can participate by:

- Preventing/reducing food waste (reducing food waste generation)
- Backyard composting
- Using the curbside green organics cart

Customer outreach will include instructions for the proper set out of motor oil, cooking oil, household batteries, CFL's and LED's.

Approach to Technical Assistance

Republic Services will provide the technical expertise, resources and staffing needed to identify and address challenges specific to multi-family and commercial customers. Republic Services will employ five (5) full-time sustainability advisors (SA) who will dedicate their duties to multi-family properties and businesses by delivering tailored educational materials and onsite support, monitor progress, and continuously refine outreach strategies based on feedback and data.

The SA will conduct waste audits and site visits, provide hands-on training for tenants, employees and custodial staff, and offer ongoing support to ensure continuous improvement in waste diversion. SA's will utilize Recyclist, or another software purchased by the Authority, a recycling management software system which is a centralized, collaborative, and comprehensive recycling software system for tracking, record-keeping, and reporting requirements for all of California's mandates, including SB 1383. The SA will provide the customer with a Diversion Opportunity Assessment as specified in the Franchise Agreement.

Member Agency Technical Assistance

The SA's will provide outreach, training, and other technical assistance to Member Agency facilities in coordination with both CCCSWA and city staff.

Best Practices for Contacting and Visiting Multi-Family Dwellings

To effectively educate multi-family residents about proper waste disposal, our SAs will provide clear and accessible information on the state's mandatory organic waste recycling laws (SB 1383), including what constitutes organic waste, how to properly sort it, the designated collection bins, visible signage, online platforms, resident meetings, and regular communication with building management, emphasizing the importance of reducing food waste and promoting responsible recycling practices.

Multi-Family Resident Outreach and Engagement

Republic's Sustainability Advisors will perform the following activities at multi-family properties:

- Conduct regular meetings with building managers to discuss recycling compliance and address any concerns.

Figure 75. Republic Services proposes to continue its use and utilization of the Recyclist Program Tracker as a means to document customer technical assistance in real-time for the CCCSWA.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- Organize tenant information sessions or workshops to educate residents on new recycling guidelines and answer questions.
- Distribute recycle tote bags, kitchen pails, services guides, newsletters, and move in/move out kits.
- Verify visible labels on all recycling and organic waste bins with clear graphics and easy-to-understand language, outlining what can and cannot be placed in each container.
- Post signage in common areas like hallways, laundry rooms, and elevators with recycling guidelines.
- Utilize www.RecycleSmart.org to post online educational materials like videos and infographics explaining proper sorting, as well as detailed information regarding recycling regulations, including lists of acceptable items, FAQs, and contact details.
- Periodically assess resident compliance and adjust the education strategy based on feedback and observed issues.

Focus on Key Aspects of SB 1383

Our SAs will emphasize the importance of separating food scraps and food-soiled paper from regular trash, explain how to properly prepare organic waste (e.g., removing excess liquids, scraping food scraps from plates), and highlight the benefits of recycling organics, such as reducing landfill waste and creating compost.

Republic Services understands the success of multi-family recycling and organics programs is contingent on gaining the support of resident managers or associations in larger complexes and educating a relatively transient population on a continuous basis. To address these potential barriers, the SAs will reach out to property managers and residents of multi-family units to provide recycling and organics information using direct mail, recycling totes, events on-site, kitchen pails, posters, and any other means to create a successful program. The Sas will provide the customer with a diversion opportunity assessment. Republic Services currently submits an annual public outreach action plan to CCCSWA, which includes creative educational ideas for multi-family residents.

By implementing a comprehensive technical assistance and outreach plan tailored to the specific needs of multi-family dwellings, Republic Services can effectively encourage

Figure 76. Service guides made specifically for MFD residents will also aide in the onsite education efforts to help aide proper participation.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

residents to comply with California's recycling laws and promote sustainable waste management practices.

Best Practices for Contacting and Visiting Businesses

Republic Services' SAs will educate businesses on organics and recycling best practices by providing clear, concise information about what can and cannot be recycled, emphasizing the importance of proper food waste separation for composting, offering on-site training sessions, utilizing visual aids like posters and services guides, regularly communicating with key decision-makers, and tailoring the best approach to the specific needs of each business based on industry and waste generation patterns; all while highlighting the environmental and economic benefits of responsible waste diversion practices in collaboration with CCCSWA and its member agencies, contractors, and consultants. The SAs will provide the customer with a diversion opportunity assessment.

*Figure 77. **MFD Site Assessments**. We provide materials that property managers can relay to their residents.*



The SAs will target outreach based on business type, such as restaurants, offices, retail, and waste generation profile. They will also engage with local chambers of commerce and business associations to distribute information and schedule trainings. Site visits will be scheduled proactively by identifying businesses with high contamination rates or low participation.
SAs will be given a new customer start report every morning. They will do a site visit to verify the customer has all 3 containers, talk to the new business, offer educational materials and training, and answer any questions they may have.

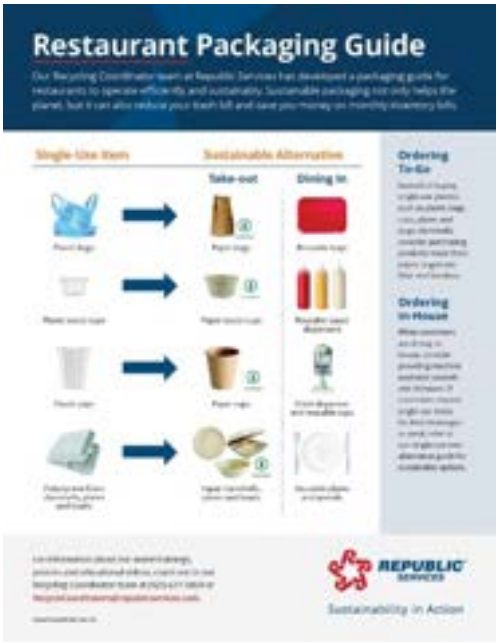
A typical site visit will include an initial assessment, which involves a walkthrough to observe waste generation points, bin placement, and current practices. Our SAs will use Recyclist to capture and analyze data such as verifying bin sizes, service levels, and contamination rates. Findings will be reviewed with the customer and the SA will provide actionable recommendations, including suggested service level adjustments and education. Free resources will be distributed, such as bin labels, signage, and recycling guides. The SAs will schedule follow-up visits to ensure implementation of recommendations and from there will tailor outreach and education specific to customer needs.
SAs will organize on-site presentations to address common recycling challenges and provide in-depth information with the use of visual aids like infographics and posters explaining recycling and organics best practices. Customers will also be informed about online resources found at www.RecycleSmart.org where they will have access to detailed information, FAQs, and downloadable guides.

The following key points will be included in site visits and presentations, ensuring all information aligns with state and local recycling and organics mandates and ordinances:

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- **What can be recycled:** Clearly list accepted recyclable materials like paper, cardboard, plastic bottles, aluminum cans, and metal items.
- **What can be composted:** Educate businesses on food scraps and yard waste that can be composted, explaining the benefits of organic waste diversion. The SAs will determine whether the business should receive commingled organics or source separated food waste collection services.
- **Contamination issues:** Highlight the importance of keeping recycling bins clean and free from non-recyclable materials like plastic bags, food debris, and liquids, which can contaminate the entire recycling stream. Highlight the importance of keeping organics bins clean and free from recyclables, pet waste, diapers, compostable and biodegradable plastic, polystyrene foam, treated or painted wood, and coated food soiled paper
- **Proper sorting:** Explain the need for separate bins for recycling, trash, and organics, and provide clear labeling for each container. Explain the importance of the trash, recycle and organics bin colors, the labeling on each container.
- **Employee training:** Conduct training sessions for employees to ensure they understand recycling guidelines and how to properly sort waste.
- **Waste Audits**: Offer to conduct diversion opportunity assessments to identify areas for improvement and develop customized recycling plans for each business.
- **Waste Reduction / Diversion:** Conduct site visits and make recommendations to reduce waste and the use of single use materials. Republic Services will provide sustainable purchasing outreach with options for reuseable and compostable materials.

Figure 78. Clearly defined and visually simple posters with assist business staff in proper source separation while limiting container contamination.



By providing comprehensive education and tailored support, Republic Services can effectively empower businesses to optimize their recycling and organics programs, contributing to a more sustainable waste management approach.

Below are some examples of trainings and presentations provided by Republic Services' Sustainable Advisors:

Multi-family

- A presentation was given to residents at Merrill Gardens, a senior living facility, in

Figure 79. Truck visits and recycling presentations to local schools in the CCCSWA service area.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Lafayette, where 12 residents attended. The facility was then interested in getting food scrap pails and recycling tote bags.

- A presentation to the HOA board at Carriage Place where 30 homeowners attended. The SA went over proper waste sorting tips and answered questions. She provided the HOA with signage for all enclosures, pamphlets for all residents and also dropped off 154 food scrap pails and tote bags.
- Tabled at The Lyric in Walnut Creek where residents stopped by to pick-up food scrap pails, recycling tote bags, service guide brochures, and ask questions about waste sorting. Many residents asked how to dispose of bulky items and household hazardous waste, such as batteries.

Commercial

- Conducted two bilingual trainings at Flemings Steakhouse in Walnut Creek, one training for kitchen staff (12 participants) and one for servicing staff (30 participants). Provided new sets of posters and container stickers. Also rightsized service and had food waste carts replaced with new carts to help further encourage food waste recycling. After the presentation, provided additional slim-jims to help increase diversion and reduce contamination.
- Conducted three trainings at the Treat Towers in Walnut Creek, one training was in Spanish for the janitorial staff and two were in English for the office staff. All three trainings had around 30 employee participants. We also tabled at their Earth Day Event where we handed out 10 food scrap pails for offices, provided pamphlets and answered waste sorting questions.

Schools

- Scheduled a truck visit and training at Chabad School. SA went over proper waste sorting and played a fun waste sorting game with the staff and preschoolers. We also provided all 30 students with recycling coloring books so they could learn about recycling at home.

Multi-Family and Business Public Education and Outreach Materials

As one of its highest priorities, Republic Services will collaborate with CCCSWA staff to ensure unified messaging in the creation of effective outreach materials to individually address each generator type and through friendly, straightforward

Figure 80. Republic's presentation to residents at Merrill Gardens senior living facility in Lafayette.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

messaging and graphics, inform customers about Republic Services' service offerings and concise participation instructions.

Customized educational materials will be available and distributed to both multi-family dwellings and businesses including multi-lingual flyers, posters, newsletters, services guides, and bin labels, among other appropriate outreach collateral. Social media and videos will be used to emphasize recycling and organics mandates and educational resources.

Once the contract term begins, Republic Services will begin a new educational outreach schedule. Throughout the contract, we will distribute through a variety of channels, timely and appropriate communication to residents and businesses. Examples of outreach materials currently utilized for multi-family and businesses follow.

Reference Guides & Collateral

As one of its highest priorities, Republic Services will collaborate with CCCSWA staff to ensure unified messaging in the creation of effective outreach materials to individually address each generator type and through friendly, straightforward messaging and graphics, inform customers about Republic Services' offerings and concise participation instructions.

Customized educational materials will be available and distributed to both multi-family dwellings and businesses including multi-lingual flyers, posters, newsletters, services guides, and bin labels, among other appropriate outreach collateral. Social media and videos will be used to emphasize recycling and organics mandates and educational resources.

Once the contract term begins, Republic Services will begin a new educational outreach schedule. Throughout the contract, SA's will distribute through a variety of channels, timely and appropriate communication to residents and businesses.

- Single-family service guides
- Multi-family service guides
- Commercial business service guides
- School services guides
- Member Agency service guides
- Customer sector-specific posters
- Mailers & videos
- Newsletters
- Truck signs

Figure 81. Republic Services will work in tandem with CCCSWA staff to conceptualize, design, and produce graphic-based container labels, indoor posters, decals, etc. to help educate our customers.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Collateral Examples

Move-in / Move-out Kits









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Customer Newsletters



Clayton

Commercial Recycling & Waste Solutions

REPUBLIC SERVICES

Sustainability in Action

Feeding Hungry People While Reducing Food Waste

Food Recovery Programs for Certain Businesses:

Commercial Edible Food Generators

Tier 1

Tier 2

Start Donating Today!

Green Business Resources

925.685.4711

REPUBLIC SERVICES

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Special Events

Republic Services participates in numerous community events on an annual basis and proposes to build on these existing efforts by partnering with CCCSWA to develop and launch sustainability-themed outreach for public events.

This would involve creating a family of recycling and organics-specific educational hand-outs, and a common, customizable booth design that could be used at local street fairs, art festivals, concerts, and other community events to highlight local environmental initiatives. Republic Services will collaborate with CCCSWA staff on publicity to increase awareness and foot traffic.

Key messages to communicate with the public regarding landfill, recycling, and organics services should align with state regulations, like SB 1383, local goals, and best practices for proper waste diversion as well as source reduction and reuse.

Booth Design and Activities

Republic Services will create an interactive booth with clear signage, waste sorting stations, and RecycleSmart and Republic Services branding. Below are creative and engaging activities that can be offered at the booth during public events. These activities are fun, interactive, and designed to educate the public about proper recycling, organics, and waste diversion practices.

Sorting Challenge

- The objective it to test participant's knowledge of proper waste sorting.
- Set up bins labeled Recycling, Organics, and Landfill.
- Provide a selection of sample items such as clean food containers, plastic bags, banana peels, etc.
- Participants sort the items into the correct bins.
- Award prizes (e.g. reusable bags, compost samples) for high accuracy.
- Include a digitial screen in the booth to stream "Sorting Challenge" leaderboard.

Recycling Trivia Wheel

- Objective is to educate participants about waste and recycling facts.
- Spin a trivia wheel with categories like "Recycling Facts," Organics," or "California Laws."
- Ask participants a question from the selected category (e.g., "What percentage of a landfill is food waste?" or "Can pizza boxes be recycled?")
- Give prizes for correct answers and provide quick explanations for incorrect ones.

Compost Guessing Game

- Objective is to teach participants about composting and organic waste.
- Fill a transparent containers with compost or mulch.
- Have participants guess how much food waste (in pounds or percentage) it took to create the compost.
- Use the opportunity to share information about organics programs and methane education.

Recycling Jenga

- The objective is to emphasize the importance of sorting and reducing contamination.
- Label Jenga blocks with items that are recyclable, compostable, or landfill.

Figure 82. Recycling Trivia Wheel and source separation sorting stations at special events throughout the year.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- As participants pull out blocks, they must correctly identify which category the item belongs to.
- For an extra challenge, discuss why certain items contaminate recycling streams.

SB 1383 Mandate Awareness Game

- The objective is to teach participants about California's organics law and its impact.
- Set up a board with true/false questions or a quick quiz about SB 1383 requirements.
- Ask questions like, "Is it mandatory to separate food waste in California?" or "Can plastic bags go in the organics bin?"

Republic Services is committed to delivering an effective, customer-focused technical assistance and outreach program that drives waste diversion, reduces contamination, and engages the community. By leveraging our expertise, resources, and innovative tools, we will help CCCSWA achieve its sustainability goals and create a cleaner, greener future for all.

Presentations to Schools and Other Community Organizations

Republic Services is a well-known friend, supporter and partner to local schools in CCCSWA. We believe that providing an environmental education to students will build a foundation and an appreciation to preserving and protecting the planet. Students, in turn, bring this knowledge back to their families and become catalysts for promoting sustainable habits at home.

Republic Services provides teachers, staff and students with training on proper diversion and disposal practices. We place significant emphasis on the importance of recycling as it diverts reusable materials from being disposed in and allows for a longer lifespan for local landfills.

We provide education on all aspects of environmental stewardship including trash, electricity, water, paper, chemical, and emissions reductions. Our goal is to empower students to utilize what they have learned in their school communities about environmental sustainability to make a global impact.

Creating Sustainability Focused Generations

Republic Services will include the following elements when addressing the education and training needs of each community member:

1.) Communication and Feedback

Republic Services will communicate the availability of educational resources to each school's administrators through a variety of outlets prior to the opening of school each fall. In addition, a recycling representative will follow up and respond to school/teacher requests for educational materials, resources, and presentations throughout the year.

2.) Logistical Training

Republic Services will meet with administrators, faculty, facilities personnel, and parents (through PTA meetings and other means) initially, and as needed, to establish and pro-vide training on internal materials capture systems. We will provide educational curriculum and program how-to information in a fun format, such as storytelling, recycling re-lays, competitions, waste audits and videos. Educational

Figure 83. Local education effort come in the forms of games, trivia, booths, and sorting stations.



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curriculum, activities and presentations are geared toward grade level/age groups**.**

3.) Recycling Education

All educational materials will be provided in the primary languages represented in the student body of the district and can be found at RecyclingSimplified.com

Republic Services involvement with local schools goes beyond how we can help with environmental education; we also believe in supporting students at all levels. For example, we provide educational and safety programs at local schools featuring characters such as Recycling Rosie, Garbage Gus and Driver Mike.

The presentation is interactive and features information on how to recycle and teaches children how to be safe around collection vehicles. Children receive a complimentary coloring book that reinforces the safety message. At the end of the presentation, children are escorted out to the parking lot, where a Republic Services truck and driver are on hand so that children can sit in the cab, view the controls, and ask the driver questions.

Republic Services also encourages an annual recycling contest among local elementary schools. Each school is challenged to reduce waste, recycle more, and separate their food scraps for composting. Schools will compete for the greatest year-over-year diversion results (measured Fall through early Spring). The winning school is rewarded with an all-expenses paid recycling fair that will feature multiple activity stations including recycled art projects, an opportunity to view the inside of a recycling collection truck, and products made from recycled materials.

In addition to providing a unique and comprehensive school outreach program, Republic Services plans to reach out to various community organizations such as the Chamber of Commerce, Rotary, business associations and other appropriate groups to provide detailed recycling outreach education and offer tools and support for successful programs.

Figure 84. ***Engaging kids through schools****. We believe that providing an environmental education to students will build a foundation and an appreciation to preserving and protecting the planet.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.10 Customer Service

We have redefined the best practices in Customer Service coverage and user experiences through our response to the 2020 pandemic.

Republic is committed to providing excellent customer service to the Central Contra Costa Solid Waste Authority. In keeping with the requests of the Solid Waste Authority, Republic Services will have an office space within 30 miles of the Authority service area. This office will be located at our facility in Pacheco at 441 N. Buchanan Circle.

This office will be staffed by at least five (5) customer service representatives (CSRs) and one customer service manager who are dedicated to the Solid Waste Authority. Residents and customers will be able to connect with such representatives from 7 am to 6 pm, PST, from Monday to Saturday. In the event that high call volume necessitates overflow options, residents and customers will be transferred to remote CSRs who are dedicated to the customers of our Contra Costa Hauling Division - specifically. This option will be available to residents and customers if high call volume occurs due to an abundance of calls or agent absences.

CSR job duties will include answering incoming calls regarding services and rates. Our CRS agents will be trained through our customer service system best practices program. Based on 2024 call metrics, it is estimated that each agent will answer approximately 60 calls per day. The salary range for our CSR agents will be $21 - $35+ and $25 - $50+ for the customer service managers, subject to market fluctuations and costs of doing business. Both roles also have benefit packages.

Redefining Customer Service

Over the past 5 years, Republic Services has redefined the way we deliver superior customer service. A 2017 commitment to shift from hundreds of distributed, nonintegrated call centers to a national technology platform gave us insights and experiences that informed and shaped our thinking today. Additionally, those prior investments in establishing a national customer service network and tool suite.

We provide an exceptional customer experience when your residents or businesses contact us for assistance

- Leverage technology and data to enable virtual agents to serve customers from any location seamlessly
- Over 1M customers expertly served each month via text, web, email, or phone
- Hours are when customer demand is highest – Monday through Friday from 7:30 a.m. – 5 p.m. for each time zone
- Web-based applications offering 24/7 access for customers on their own time
- Companywide Net Promoter Score has improved year-over-year for 5 consecutive years

enabled us to lead the industry in our rapid response to the pandemic, when we shifted 1,800 agents to a work-from-home posture in three days, and never dropped a call.

Refinements to Our Approach

Optimal Call Center Hours

During a 12-month period in 2019, we collected and tracked every call that was made to our staffed call centers across America. In total, more than 12.7M calls were received during that timeframe, when our call centers were open Monday through

*Figure 85 . **Optimal Call Center Hours**. Analysis of over 12M calls in a 12-month period shows over 90%+ of all calls occur M-F between 7:30am and 5:00pm*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Friday 7 a.m. to 6 p.m. and Saturday 8 a.m.-1 p.m. When analyzing the data, we learned that less than 1.5% of daily calls were received from 7 a.m. to 8 a.m., and less than 1% of daily calls were received after 5 p.m. daily. We further learned that less than 2% of the entire weekly call volume occurred on Saturday. Through the data, the customers were telling us that they were busy during those times, and it was not necessary for the call centers to be running fully staffed for such a small percentage of the total call volume.

This insight allowed us to define our best practice for call center hours, which is to be open Monday through Friday from 7:00 a.m. to 6 p.m.

Customer Self-Service

Modern day customer service is about customer options and simple solutions. Newer generations expect web-based and mobile app-based abilities to self-serve simple needs at any time of the day or night. Certainly, more complex topics may still require person-to-person interaction, but a vast majority of customer service contacts in this industry are topics that can be self-served.

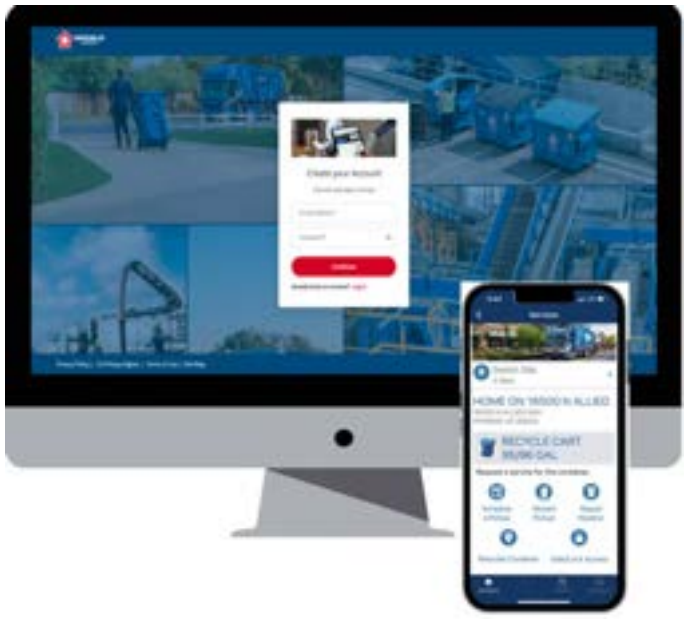
For this reason, Republic Services has invested to create a state-of-the-art website and mobile app. Our customers now can us 24/7 via our website, www.RepublicServices.com, or https://www.republicservices.com/municipality/recyclesmart-ca or via our Republic Services mobile app. Our Republic website will be linked to the Authority website via one-click, with understanding that the Authority's website will be focused on public education, while our website will be more focused on billing and customer service. Customers will also be able to access resources via our Republic Services mobile app.

Our self-service options are designed to improve overall response time, enabling resolutions to simple customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible. Through our website and mobile app customers can experience the following features:

Online Account

- Pay their bill and easily review statements
- Schedule an extra pick up

Figure 86. Individually Billed Municipality Online Account Capabilities: Bill Pay, Enroll in Autopay and Paperless invoicing, Schedule Services, Manage Preferences, Service Notifications



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- Discover new services
- Receive weather and holiday service updates
- Sign up for autopay
- Eco-friendly & paperless billing by opting for digital statements & communications
- Submit inquiries or complaints
- "Track My Truck" where customers can see where a truck is currently located on route.
- Service alerts to notify residences or businesses of changes or delays. Alerts such as a blocked containers will provide a notification with a photo uploaded to the app.
- Email Republic and receive a reply within 1 business day. Customers can include videos and pictures.

See Schedule

- **Real-time Schedule Access**: Quickly view your upcoming collection days, and track your truck on service day
- **Holiday & Disruption Alerts**: Stay prepared for schedule shifts during holidays or unforeseen interruptions
- **Personalized Content**: Receive facility and service information tailored to your address

Automated Customer Notifications

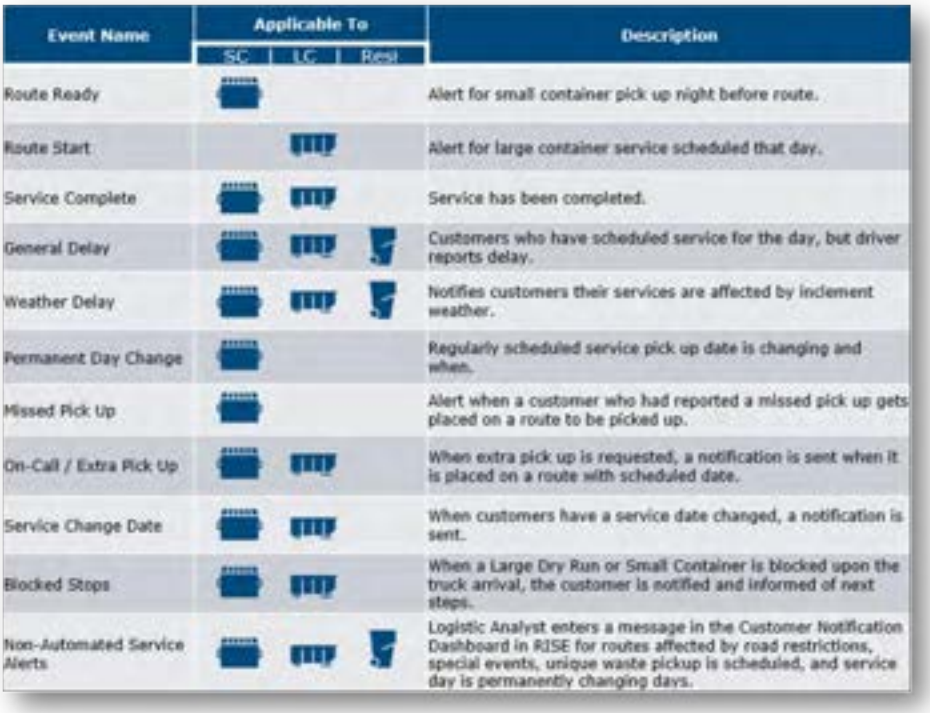
- **Improves Customer Satisfaction**: Real-time updates on service changes, service disruptions, and scheduling updates
- **Personalized Customer Experience**: Tailored notifications fostering stronger brand trust and loyalty
- **Proactive Customer Communication**: Reduces call volumes and case creations

Process for Handling Calls

When a customer calls a CSR agent, a sophisticated series of actions begin:

- Initial call-prompt questions for the customer help determine the complexity

Figure 87. Automated Customer Notifications Provide: proactive customer communication, flexible notification options, and customizable preferences.



Event Name	Applicable To			Description
	SC	LC	Resi	
Route Ready	✓			Alert for small container pick up night before route.
Route Start		✓		Alert for large container service scheduled that day.
Service Complete	✓	✓		Service has been completed.
General Delay	✓	✓	✓	Customers who have scheduled service for the day, but driver reports delay.
Weather Delay	✓	✓	✓	Notifies customers their services are affected by inclement weather.
Permanent Day Change	✓			Regularly scheduled service pick up date is changing and when.
Missed Pick Up	✓			Alert when a customer who had reported a missed pick up gets placed on a route to be picked up.
On-Call / Extra Pick Up	✓	✓		When extra pick up is requested, a notification is sent when it is placed on a route with scheduled date.
Service Change Date	✓	✓		When customers have a service date changed, a notification is sent.
Blocked Stops	✓	✓		When a Large Dry Run or Small Container is blocked upon the truck arrival, the customer is notified and informed of next steps.
Non-Automated Service Alerts	✓	✓	✓	Logistic Analyst enters a message in the Customer Notification Dashboard in RISE for routes affected by road restrictions, special events, unique waste pickup is scheduled, and service day is permanently changing days.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

of the request. Simple requests are routed for agents that can handle calls remotely, while more complex needs can be routed to specialized agents with advanced skills and knowledge of the geography and local operations if appropriate.

- The customer's phone number then associates with known customer details in our database and triggers the integrated system to populate with a map of the service address, level of service, past service requests, and Authority-specific contract information. This knowledge-based system even shows the customer's current weather.
- The agent confirms the customer's name and service address and begins to assist the customer with their request.
- If the question requires communication with the local operations team (such as, missed pick-up or container exchange), the agent can access additional systems to run the resolution to ground.
- Often, the customer's concern is handled by the time they hang up the phone. For those calls requiring operations support the issue is scheduled for resolution in a timely manner.

*Figure 3688 . **Immediate Customer Feedback**. Customers can answer a simple post-call survey, offering us immediate insight into customer satisfaction*.



Call Metrics

Republic is proud of the service it provides to customers. At a minimum, Republic customer service standards are as follows, with the goal to always meet these metrics.

- Answer customer calls within 25 seconds.
- Have a call abandon rate of less than three percent
- Have a "one call" resolution experience
- To receive monitoring scores of 90 percent or greater

Republic strives to exceed these standards every day and closely track our performance metrics to find areas for improvement.

Post-Call Analysis

Customer Satisfaction Surveys

When a call is completed, the customer is offered the opportunity to take an optional 3-question survey, enabling them to tell us if they are satisfied with the service we have provided. This immediate insight tells us daily that we are on track, and enables us to take corrective action quickly if ever needed. The survey is voluntary and if customers choose to participate, they are asked 3 simple questions.

- **Question 1:** On a scale of 0-10, How likely would you be to recommend Republic Services to a friend or colleague? 0 meaning that you are 'Not at all Likely' and 10 meaning you are 'Extremely Likely' to recommend Republic Services as a recycling and waste provider.
- **Question 2**: Were we able to resolve your issue or answer your question on this call?
  - a. Press 1 if yes
  - b. Press 2 if the agent could not personally resolve your issue but told you what to expect next.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- c. Press 3 if the agent did not resolve your issue and did not tell you what would happen next.

- **Question 3**: Once you reached an agent, how long did your call with Republic last? Did it take:

  a. Press 1 if less time than you expected,

  b. Press 2 if about as much time as you expected, or

  c. Press 3 if more time than you expected

Net Promoter Score

Our Voice of Customer program captures feedback from more than 200,000 customers each year. Net Promoter Score (NPS) is at the core of our Voice of Customer program. Most anyone can recall answering the tell-tale NPS question, “On a scale of 1-10, how likely are you to recommend this service to a friend or family member?” Republic Services’ strong NPS performance has demonstrated that our customers appreciate our service and our strong commitment to them.



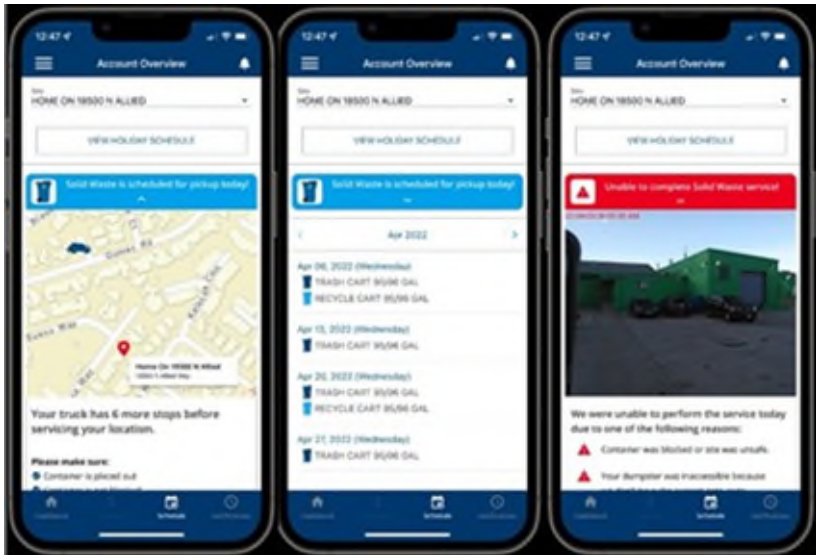
Track My Truck

Track My Truck is an available feature through our mobile app and online account that allows our sales team, customer service team, and customers to see real-time updates on their service status by utilizing updates from RISE and driver tablets.

Authority staff will be able to use a Track My Truck website to input any address (residential, multi-family, or commercial) to view updates on any route in the Authority service area.

Track My Truck utilizes route guides & GPS data to determine if a customer’s street has been serviced. GPS marks the segments complete based on the side of the road the truck has traversed.

*Figure 37. **Track My Truck and Service Alerts** – when a customer enrolls on our mobile app or online account management.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

If both sides of the street will be serviced these are separate segments and marked complete once the truck services each side.

Track My Truck provides for statuses: 1). On the way with route complete %, 2). Container not out, 3). Street Has Been Serviced, 4). Route Delays.

The status of route completion will be provided in 25% increments online.

CCCSWA Specific Reporting View Access

Republic is proud to propose that Track My Truck and Salesforce will be available for the Authority and its member agencies to access to review its requested information including:

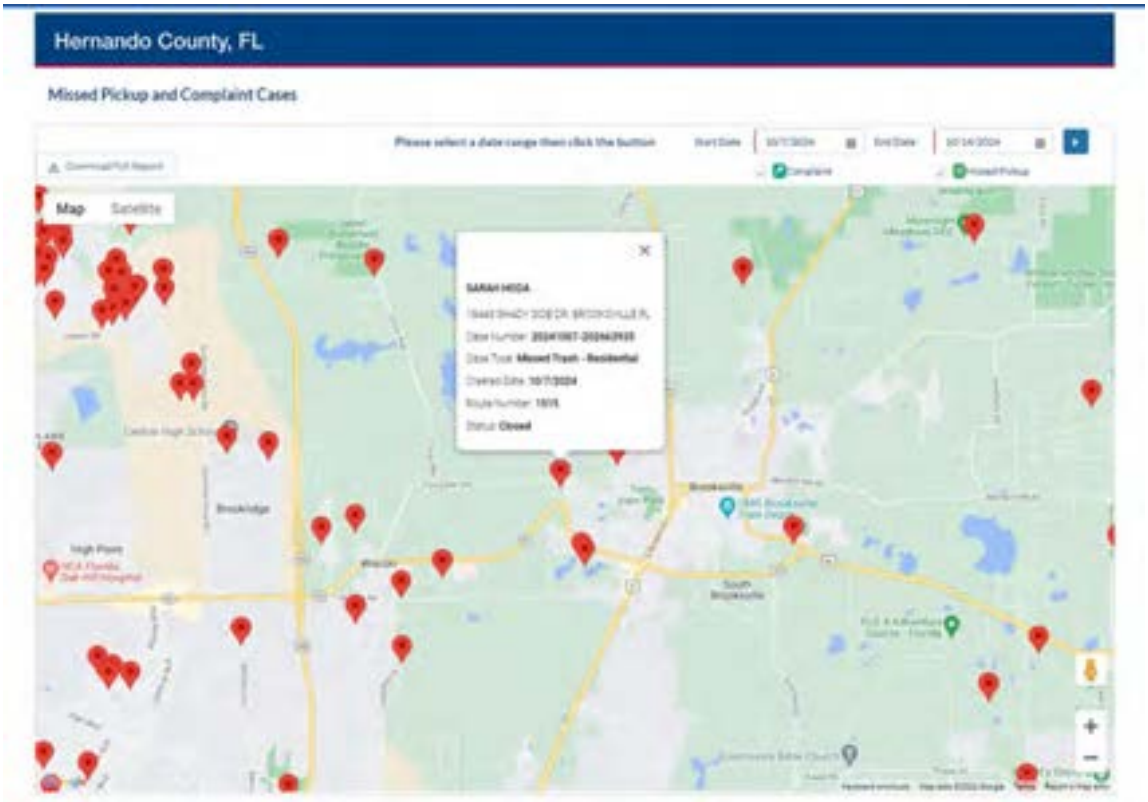
- Customer service-related information by service type.
- Sort by time period.
- See all cases labeled as complaint or missed pick up from Salesforce.
- Visualize locations on a map. (see below)
- See the address, date, and status.
- Export the information.

All information on our external-facing Salesforce platform is based on CRC case data that originate as a call to our customer service center or an action in a customer's online account portal.

Digital Operations

We are leveraging technology to digitally connect our customers, drivers, dispatchers, supervisors and trucks via our RISE dispatch platform and in-cab technology. We are utilizing an agile iterative approach to the development and multi-year roll-out of this technology to ensure durable adoption across our driver workforce. With the roll-out of this technology, we are improving productivity through more real-time routing information and data visualization tools;

Figure 89. Example of the Reporting View Access made available to the CCCSWA via Republic's Salesforce CRC platform.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

increasing customer connectivity and enabling automated service verification communications; and enhancing the employee experience by providing better tools and technology designed around how our employees will interact with it.

Technological Impact

The expansion into digital operations allows Republic Services to offer a set of features that we are proud to provide to our customers to improve access and visibility. With the implementation of RISE and our digital operations suite, customers have unprecedented access to features such as service verification and Track My Truck. What this means for our customers, is not only a reliable operation, but increased confidence and verification to ensure little to no impact to the day-to-day. In addition to increased transparency, customers will have access to our mobile application, website and other resources that allow deeper interaction of their account, ability to request additional services and other items such as paperless billing and notifications.

Emerging Technology

Lastly, our innovation and technology teams are constantly monitoring emerging technologies and running operational pilots to determine capabilities that may be suitable for fielding into our live operations across the country. Many times, emerging technologies are unreliable, or struggle to scale to large operations. Other technologies attract attention based on marketing claims that often do not play out when deployed in a large operation for a long period of time.

For this reason, we monitor technologies and capabilities that offer promise, and pilot them to confirm they can be applied without impact to your contract. Once this occurs, we implement seamlessly into the operations, and notify any stakeholders who can benefit from the insertion when completed.

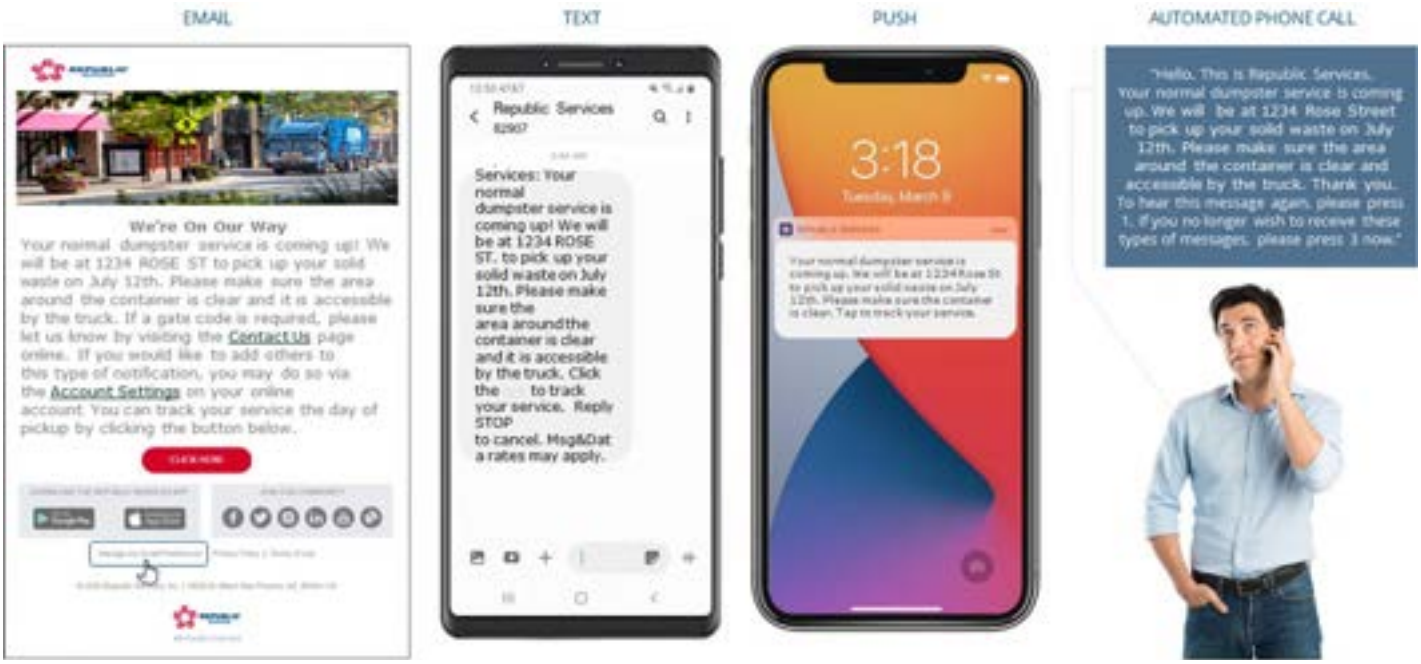
Figure 90. Coming soon…Municipal Online Service Start where customers will be able to set-up their service online.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

For more information on Republic's emerging technology, please reference Section 2.6 of this proposal submission.

Figure 91. Examples of Automated Customer Notification available to CCCSWA customers.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.11 Billing

Modern day customer service is about customer options and simple solutions.

More than 2.4 million Republic Services customers are billed nationwide on a monthly basis, ranging from residential, multi-family and commercial billing. Our bills are easy to understand, detailing service levels and corresponding charges, and contain self-addressed envelopes for payment.

To make bill paying convenient and easy for customers, Republic Services offers online bill pay service through our website and mobile application detailed in earlier sections, which allow customers to make payments with either a credit card or electronic debit to a checking account. In the interest of conserving paper, customers who select this option will have the ability to have paperless bills, billing inserts, newsletters, and program announcements sent to an email account.

As the current service provider, Republic Services already has a database of all CCCSWA customers, eliminating the need for the often challenging and problematic issues that arise when transitioning customers' account and billing information – ensuring that customers in the Authority's service area continue to receive professional and courteous service with regard to billing matters.

All Single-Family customers will be billed quarterly, in advance of provision of services. Multi-Family and Commercial customers will be billed monthly in arrears of provision of service, as will Drop Box customers. The itemized billing format, with approval by the Authority, will continue to be what customers are currently familiar with, eliminating any confusion over how to find the pertinent information. This will include separating the invoices by Mutuals for the Rossmoor community. Republic Services will continue to encourage paperless/electronic billing and automatic recurring payments through our website, mobile application, and bill inserts and messages, and in collaboration with the Authority on their outreach efforts.

Customers will have the ability to pay their bills by cash, check, electronic check, money order and credit card.

As described in the Customer Service section of this proposal, our CSRs are highly trained to address customers' needs, including providing program information, answering questions, addressing service issues and any billing concerns. Our CSRs are trained to actively listen and understand the customer's concern, review the invoice, and investigate and gather supporting relevant information to successfully resolve the customer's concern.

In the spirit of a one-call resolution, the customer's concern is typically resolved at that time. If a situation requires escalation to the Customer Service Manager, they will immediately and professionally attempt to resolve the issue to the customer's satisfaction.

Republic Services provides billing services for an extensive list of jurisdictions throughout the state and across the country as their choice service provider. As such, we have provided a list of the jurisdictions in the Authority's service area that we currently provide the billing for below, otherwise it would be an incredibly long listing of jurisdictions. We have also included sample invoices that provide the detailed itemized billing information as required on the following page.

Republic Services currently provides billing reports to the Authority on a monthly, quarterly and annual basis to ensure transparency and will continue to do so under the new Franchise Agreement. These reports allow the Authority to sort, group and analyze the customer data.

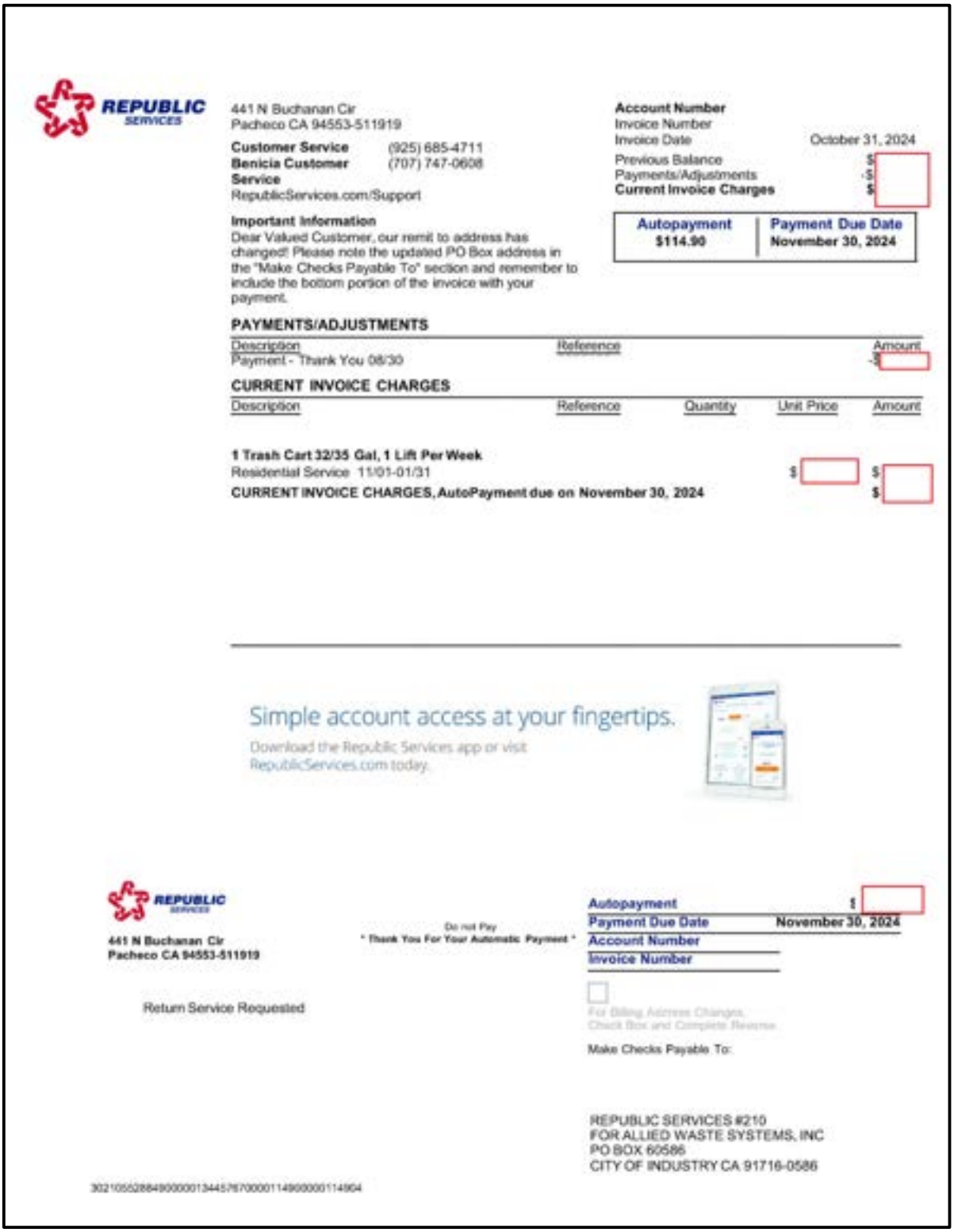
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Jurisdiction Billing References

Jurisdiction	Contact	Title	Phone	Email
CCCSWA	David Krueger	Executive Director	(925) 906-1803	david@recyclesmart.org
Benicia	Sharon Denny	Management Analyst II	707-746-4215	SDenney@ci.benicia.ca.us
Clayton	Regina Rubier	Assistant City Manager	925-673-7308	reginar@claytonca.gov
Pleasant Hill	Ann James	Director of Public Works	925-671-5244	ajames@pleasanthillca.org
Unincorporated Central Contra Costa	David Brockbank	Conservation Programs Manager	925-655-2911	David.Brockbank@dcd.cccounty.us

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Sample Residential Billing Invoice



REPUBLIC SERVICES

441 N Buchanan Cir
Pacheco CA 94553-511919

Customer Service (925) 685-4711
Benicia Customer Service (707) 747-0608
RepublicServices.com/Support

Important Information
Dear Valued Customer, our remit to address has changed! Please note the updated PO Box address in the "Make Checks Payable To" section and remember to include the bottom portion of the invoice with your payment.

Account Number
Invoice Number
Invoice Date October 31, 2024
Previous Balance $
Payments/Adjustments -$
Current Invoice Charges $

Autopayment	Payment Due Date
$114.90	November 30, 2024

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 08/30		-$

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
1 Trash Cart 32/35 Gal, 1 Lift Per Week				
Residential Service 11/01-01/31			$	$
CURRENT INVOICE CHARGES, AutoPayment due on November 30, 2024				$

Simple account access at your fingertips.
Download the Republic Services app or visit RepublicServices.com today.

REPUBLIC SERVICES

441 N Buchanan Cir
Pacheco CA 94553-511919

Return Service Requested

Do not Pay
* Thank You For Your Automatic Payment *

Autopayment $
Payment Due Date November 30, 2024
Account Number
Invoice Number

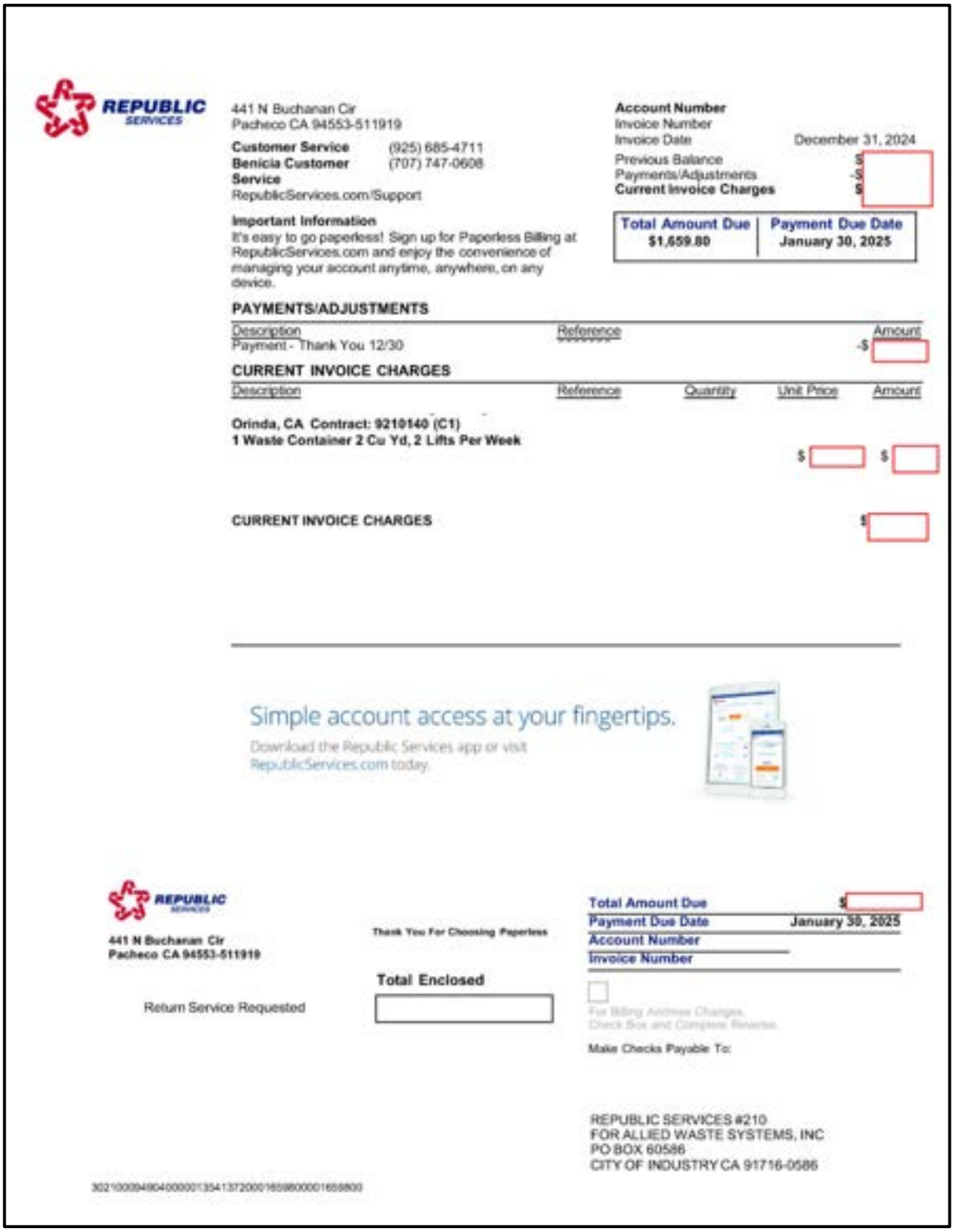
For Billing Address Changes, Check Box and Complete Reverse

Make Checks Payable To:

REPUBLIC SERVICES #210
FOR ALLIED WASTE SYSTEMS, INC
PO BOX 60586
CITY OF INDUSTRY CA 91716-0586

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Sample Commercial Billing Invoice



REPUBLIC SERVICES

441 N Buchanan Cir
Pacheco CA 94553-511919

Customer Service (925) 685-4711
Benicia Customer Service (707) 747-0608
RepublicServices.com/Support

Important Information
It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Account Number
Invoice Number
Invoice Date December 31, 2024
Previous Balance
Payments/Adjustments
Current Invoice Charges

Total Amount Due	Payment Due Date
$1,659.80	January 30, 2025

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 12/30		-$

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Orinda, CA Contract: 9210140 (C1)				
1 Waste Container 2 Cu Yd, 2 Lifts Per Week			$	$

CURRENT INVOICE CHARGES $

Simple account access at your fingertips.
Download the Republic Services app or visit RepublicServices.com today.

REPUBLIC SERVICES

441 N Buchanan Cir
Pacheco CA 94553-511919

Return Service Requested

Thank You For Choosing Paperless

Total Enclosed

Total Amount Due $
Payment Due Date January 30, 2025
Account Number
Invoice Number

For Billing Address Changes, Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #210
FOR ALLIED WASTE SYSTEMS, INC
PO BOX 60586
CITY OF INDUSTRY CA 91716-0586

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.12 Implementation Plan

We have successfully implemented new or emerging services into our 2,400 municipalities nationwide. Our team takes pride in our ability to implement new services without service impacts.

Our Approach

Your transition will take into consideration the unique needs of the contract and CCCSWA. The key to success, regardless of project details, relies on communication plans to include:

- We start with a plan, crafted in collaboration with the CCCSWA. This plan includes milestones, roles/responsibilities and contact information and timeline for execution.
- Frequent, proactive communication with the CCCSWA to ensure no surprises along the way.
- Weekly in-person meetings and phone calls/emails as the situation requires. Our philosophy is open communication is best for everyone. Should a bad situation arise, it gives everyone a chance to prepare and respond in a timely and calm fashion.
- Data sharing and field coordination with CCCSWA to ensure all open requests are met and service information is accurate.
- Monitoring of open service notes is critical, especially when the transition date nears. Republic Services will work with CCCSWA to address any outstanding concerns prior to the implementation of new services. Our operations teams, customer service professionals and data partners understand the need to keep a close eye on open service notes.
- Newly requested dumpster removal and delivery also require careful coordination with field crews. Customers need same-day service, and our local teams work with the customer to streamline this function.
- Timely and appropriate communication with residents and businesses—from events and mailings to website information and direct communication (phone, email, live chat, etc.). Redundant communications through a variety of channels is paramount to success.
- Daily communication with the internal team to assess project status.
- Our operations management will meet with our supervisors and maintenance crews daily to ensure critical-path items are addressed.
- The education team meets with the transition lead (operations manager), customer service manager and general manager to ensure customer-specific

Decades of experience partnering with municipalities to implement new programs in the community

- 90% track record of successful extension or retention of existing partner contracts
- 95% overall customer retention
- Frequent and transparent dialogue with the municipality
- All details and plans reviewed
- National strength, with local experts

*Figure 92. **Open Communications**. Republic Services communicates with residents and businesses regarding services changes.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

aspects of the rigorous training for customer service staff and drivers.

- Contract-specific information, route development and truck test drives will be used to bring a safe and well-informed team to the CCCSWA.
- Regular communication with vendors supplying carts and dumpsters, printed material, trucks and on-board computing systems.

Republic Services brings relationships and experience to CCCSWA. We have extensive expertise in implementing collection programs. From purchasing to operations to communications, Republic Services has the national strength and the local experts to get the job done using our network of national and local suppliers.

As the incumbent service provider to the CCCSWA, our customers will directly benefit from a limited implementation plan that is focused on service level changes and deployment of new programs/services. All containers are already deployed, customer accounts are established, routes are developed, and familiarity with Republic's communications are currently in place.

As the current service provider, we can ensure a seamless transition as the critical foundations necessary for one – customer account information, routing, labor, maintenance yard – are already in place. Instead, our primary focus will be on implementing any changes to our current programs and services, communicating the needed information to our customers through our joint education and outreach efforts, and working closely in collaboration with the Authority.

The above fact aside, Republic Services remains a seasoned expert in the low-risk, successful transition of services, whether that requires implementation of new services or programs within a jurisdiction Republic currently serves, or whether it requires rollout of city-wide services for a new contract. Republic Services successfully implements more than 75 new municipal

*Figure 93. **New Container Delivery Based on Customer's Requests/Needs**. Final assembly and delivery of carts takes coordination with our suppliers and implementation team members.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

contracts each year, bringing national strength and local expertise to every one of them.

Our transition plan (see table at the end of this section for a full schedule) entails the steps outlined below:

- Order and acquire all new collection vehicles to be in place by the contract start date of March 1, 2027. Detailed information on the number of vehicles and other relevant data is provided in Section 2.1 of this Proposal.
- As the new contract allows for the use of existing containers, we will continue to maintain an inventory for replacements as needed on an ongoing basis.
- We will not be requiring any development or expansion of our maintenance yard.
- In addition to our current personnel and the key team highlighted in previous sections, Republic Services will be hiring one customer service manager, 5 dedicated CSR agents, and eight additional drivers, six residential and two commercial, in preparation for the new Agreement. Republic Services personnel will receive updated and intensive training, both related to the operational aspects of their positions and equipment, as well as all aspects of the new Agreement.
- Republic Services will continue to use its existing computers, software and data management systems as detailed in the Customer Services section earlier.
- We do not anticipate any route changes with the start of the new contract, and can provide routing information and maps for the Authority's review well in advance of the contract start.
- In coordination with the Authority, we will develop when the new billing will be sent to the customers that reflect the rates that go into effect on March 1, 2027. Updating the rates is a process we are familiar with and is an integrated part of our billing system that makes it simple and accurate, requiring minimal time.
- We will begin re-labeling all commercial and multi-family bins, and repair/replace them as needed at the start of the new contract so that the work is completed by June 30, 2028 as required.
- As stated previously, the most significant components of a contract transition are already in place by Republic Service as the current service provider – eliminating the issues that otherwise may arise. We currently have significant resources available to us regionally and across the country from labor to equipment to containers as contingencies should the need arise.

Figure 94. With ample container sizes and service offerings, Republic Services is capable of fulfilling every customer's service need that might arise.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Implementation Table

Description	Target Start	Target Complete	Owner	Status	Notes
Contract Negotiations, Award and Implementation Plan	**Apr-25**	**Jul-25**	**Victor / Kim Lam**		
Authority Board Awards Agreement	7/24/2025	7/24/2025			
Monthly Transition Meetings with Authority	8/1/2025	Ongoing			As contract start date draws closer, transition meetings may need to increase to weekly frequency
Franchise Term Begins	3/1/2027	N/A			
Develop & Submit Transition Outreach Plan to CCCSWA	8/1/2025	90 days after contract award			Per Section 7.1 of the draft agreement
Equipment and Procurement			**Victor**		
Issue Performance Bond Letter of Intent	7 days after contract award	N/A	Kim Lam		Submit letter to staff
Issue payment for RFP procurement expenses	15 days after contract award	N/A	Kim Lam		Submit payment to CCCSWA staff
New Collection Vehicle Order	7/25/2025	8/15/2025	Area Fleet Manager		Final order contingent upon CCCSWA acceptance of alternative proposals
Container Ongoing Inventory	Status Quo	Ongoing	Container Manager		Manage existing container inventories and submit orders as necessary to correspond with CCCSWA acceptance of alternative proposals
CCCSWA to order Sharps containers, and Republic to order cooking oil & motor oil kits	Q2 2026	Ongoing			Work in tandem with CCCSWA staff to order containers that contractor is responsible for purchasing vs. containers CCCSWA is responsible for purchasing. Upon receipt of all order containers, store such containers at Republic's maintenance yard awaiting distribution
Intake of new vehicles from manufacturer(s)	Post-Order	12/31/2026	Area Fleet Manager		
Calibration and inspection of new trucks prior to commencement	Upon Arrival	1/1/2027	Area Fleet Manager		
Order container labels and stickers	6/30/2026	7/31/2026	Muni team		Oder placed after design and production done in tandem with CCCSWA staff
Deploy new container labels and stickers	3/1/2027	2/28/2028	Container Pros & Internal		Residential and Commercial existing containers. All new containers will already nbe equipped with appropriate labeling
Distribute Residential indoor kitchen food scrap pails, in-home Multi-Family recycling tote bags, and move-in kits provided by the Authority	3/1/2027	Ongoing	Maintenance yard Manager		Receive and store kitchen pails provided by CCCSWA for customer distribution
Distribute Commercial indoor containers, provided by the Authority	3/1/2027	Ongoing	Maintenance yard Manager		Receive and store indoor containers provided by CCCSWA for customer distribution
Employees			**Victor**		
Host Job Fair to Hire Local Empoyee Prospects	6/1/2026	6/30/2026	HR Manager		CRC agents, sustainability advisors, drivers, and management
Hire and train required staff as necessary	Ongoing	Ongoing	HR Manager		
Establish local CRC center of 5 agents + 1 manager	6/1/2026	3/1/2027	Corporate IT & CRC management		Establish call center location, IT and phone systems, onboarding and internal systems support
Assign key staff and train responsible team members for ongoing reporting requirements	6/1/2026	Ongoing	Muni Manager		Emphasis on ensuring IT systems are in place to generate all required reportable data
Kick-off Review of New Agreement Service Requirements for implementation planning	8/1/2025	Ongoing	Muni Manager		
Customer Service and Outreach			**Kimberly**		
High Level Review of New Agreement Service Requirements related to marketing, collateral, and educational materials	8/1/2025	Ongoing	Muni team		
Submit updated Annual Outreach Plan	3/1/2028	Annually			Each March 1st beginning 2028.The plan for 2027 will be outlined in the "Transition Outreach Plan," submitted to CCCSWA by no later than 90 days after contract award date.
Create, design, review, approve, print, and distribute new educational materials	2/1/2026	Ongoing	Muni team		As conducted by CCCSWA staff
Obtain mailing list for ALL customers	3/1/2027	Annually	Muni team		Team to purchase, obtain and share USPS mailing list with CCCSWA each March 1st
Instructional Packet for Key Transition Dates and Service for All Customers	7/1/2026	2/28/2027	Muni team		
Include announcements on Bills and Bill inserts	3/1/2027	ongoing	Muni & billing teams		Done in coordination and approval with CCCSWA staff
Produce and deploy information signs on Collection vehicles (up to 3 designs annually, designed by the Authority).	9/1/2027	Ongoing	Muni team		CCCSWA to lead efforts and Republic to ensure signs are attached to vehicles.
Provide Information for Authority Website	Q1 & 4 2026	Ongoing	Muni team		
Launch technical assistance: develop annual plan and implementation schedule	6/1/2026	Annually	SA's		Separate implementations for MFD's, businesses, and Member Agency facilities.
Provide at least one assessment for each Commercial, Multifamily, and public-school service location annually (unless otherwise specified in the Annual Plan).	3/1/2027	Annually	SA's		
Conduct Diversion opportunity assessments	9/1/2026	Ongoing	SA's		Conducted onsite with customers
Develop and utilize non-Collection notices and courtesy notices	1/1/2027	Ongoing	Muni team		
Participation in Special Events	3/1/2027	Ongoing	SA's		assist in planning service needs for events and venues, with a focus on Source Reduction, reuse, and Diversion to minimize the Disposal of materials resulting from such events or venues
Promote environmental sustainability to Member Agencies' K-12 school students	3/1/2027	Ongoing	SA's		
IT/Internal Systems			**Victor (lead)**		
Review and Update Customer Service Database (RMF, Salesforce, and Infispro) with New Agreement Requirments	8/1/2025	2/28/2027	Muni and billing teams		
Update Billing Rates	1/1/2027	2/28/2027	Billing team		New billing rates go live 3/01/2027
Update Republic Services Website with New Agreement Information	Q3 & 4 2026	Ongoing	Muni team		
New route design/development	8/1/2025	10/1/2026	Area Route Manager		Develop new routes and design efficiencies of existing routes to account for travel time from service area to MDWR transfer station and back to hauling division. Provide re-routes to CCCSWA staff.
Reroute notification to customers	1/1/2027	2/28/2027	CRC		Notify any customers impacted by revised routing. Follow-up with reminder call the night before their new collection day.
Implement new routes	3/1/2027	N/A	Operations		Implement route notification plan. New routes begin March 1, 2027.
CCCSWA Coordination			**Kimberly**		
Establish schedule to provide CCCSWA updates	6/1/2027	Ongoing			Create regular meeting schedule with CCCSWA staff for implementation updates
Address any concerns that may arise during transition	3/1/2027	Ongoing			

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.13 Subcontractors

Please see Section 1.1 “Business Structure. Subcontractors,” of this proposal submission for a complete list of the subcontractors we will be utilizing to assist with the contractual requirements and scope of services within this collection agreement.

Figure 95. Some of our best partners are the youth of our CCSWA communities, like these amazing Girl Scouts from Orinda!



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2.14 Management and Customer Service Systems

Republic Services' technology expertise is designed to fully support the customer experience, which is why this detail is included. Republic Services is grounded by a team of seasoned information technology professionals dedicated to the identification, development, and integration of advanced and appropriate technology solutions to automate data capture and reporting functions to the greatest possible extent. Republic Services currently uses a sophisticated suite of integrated applications to ensure Republic Services and its municipal clients have access to accurate data. The brief description of each primary technology component follows.

InfoPro

Republic's InfoPro software is the backbone of the Company's customer management system, as indicated previously. InfoPro is the main customer database. Billing information, service location, container specification, and rate information are the primary components of this module. Accounting controls as well as collection event information is displayed. A direct link to the Accounts Receivable is available. Sales management information including territory, representative, contract information, SIC, and key contacts is stored in the service location section. The container's routing, processing/disposal, and billing schedule is defined. The rate logic allows for multiple rate variations to be applied to the single container group such as: monthly rates, lift rates, volume rates, excess weight disposal, minimum lifts, multiple additional rates, and supplemental service rates. Historical rate information is also retained. Each service location (site) within the customer account has a unique contract number, each service location can have multiple containers types such as front-loader, front-loader recycling, or roll-off. Line of business is designated at the container level.

There is a high level of data flow and interaction between the different modules, thus eliminating duplicate keying in any area. At the end of the day the information that has been keyed into InfoPro by the

Figure 96. Our management systems help us get to our destination, locate containers, service them, communicate with our in-office operations team members and safely move to our next service stop along each route.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

various users of the system is processed. At that point, history files are updated, charges are generated for customers, production values are updated, container inventory is updated, and preventive vehicle values are also calculated. InfoPro routing and dispatch modules are fully integrated within Republic's online customer portal, which allows customers to view their accounts and service levels, review and pay invoices, and submit service requests.

Salesforce

Republic Customer Service Representatives utilize Salesforce, which streams data directly into RISE for routing purposes. See the KMT/Salesforce job aid included at the end of this section for more information on this platform.

Trux

TRUX Weigh-IT is the industry standard software for ticketing, billing, materials management, and accounts receivable processing in the waste industry. Designed specifically for landfills, transfer stations, and recycling facilities. Weigh-IT is a Windows-based application which uses the .NET platform and Microsoft SQL service technology to organize and securely store data. Weigh-IT is scalable and capable of handling operations and billing processes for any size company, from single-site facilities to multiple scale locations with centralized reporting. Scale ticket entry has been optimized to be as quick and efficient as possible, allowing scale operators to process loads quickly. All Republic-owned facilities as of 9/30/14, and listed in this proposal, run TRUX software.

Dossier

At its core, Dossier includes a powerful and flexible relational database which helps users manage fleet assets. Dossier allows for the definition of an unlimited number of asset categories, and each category may have an unlimited number of user defined characteristics. There is no practical limit to the number of assets which may be maintained with the Dossier system. The Dossier system size ranges from single locations with less than ten assets, to large enterprise systems with hundreds of shops or sites, hundreds of thousands of assets, and thousands of users. Assets can be added or inactivated at any time by user personnel with appropriate program security credentials.

Dossier also provides the business management environment for the support of maintenance management, namely cataloging of maintenance, operations, and management personnel along with relevant licenses and certifications, parts, or along with relevant licenses and certifications, parts and inventory management, as well as a purchasing environment for materials and externally sourced services.

In addition to characterization of static asset data, Dossier's unique architecture allows for the definition of hierarchical scheduled maintenance activities and equipment and parts warranties based on time and/or utilization.

Once assets exist in Dossier, the program tracks all asset activity, including, but not limited to:

- Scheduled and unscheduled work, including cost, parts, technician, and time spent.
- Work and cost performed by external providers.
- The asset utilization in terms of miles and hours.
- Fuel and parts inventory and individual asset usage.
- Special handling for tires and tracking even if transferred to different assets or sent out for recapping.
- Requests for work or repairs reported by drivers and technicians.

Data capture functions are automated in Dossier eliminating duplicate entry and associated errors. Some of this automation is achieved within Dossier and some is the result of live interfaces to other business systems. For example, Dossier can electronically import fuel dispensing systems records and external provider work records. The true benefit of Dossier's ability to integrate data from a variety of sources, as in the above example, is the resulting business analysis and decision support,

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

including cost and productivity optimization, compliance, and safety management. Dossier includes management dash-boarding for key fleet metrics such as fuel cost and efficiency, preventive maintenance on-time scorecard, and more. The system containers over 150 built-in reports which allows Republic to get clarity on and so drive improvements and change in its fleet operations. Dossier is a best-in-class fleet management tool designed to optimize maintenance operations.

Phone System

Republic Services utilizes Cisco Unified Communications, which is an IP-based communications system integrating voice, video, data, and mobility. It enables an effective and secure communications line for our customers and removes any geographic barriers. Our system enables distributed communications to ensure all customer calls are answered in a fast response time. All calls will be answered from our newly established local call center.

Our highly integrated phone system promotes efficient and effective customer communications with the capabilities to directly connect to the local hauling team to escalate complex service needs resourcefully.

Digital Operations - RISE

Republic Services utilizes the RISE platform which was built for Republic Service employees by Republic Service employees. We are leveraging technology to digitally connect our customers, drivers, dispatchers, supervisors and trucks via our RISE dispatch platform and in-cab technology. We are improving productivity through more real-time routing information and data visualization tools; increasing customer connectivity and enabling automated service verification communications; and enhancing the employee experience by providing better tools and technology designed around how our employees will interact with it.
The RISE platform consists of three components:

- RISE Portal
- RISE Map
- RISE Tablet

Figure 97. Our newly implemented RISE platform allows us to verify service competition in real-time.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The heart of the platform is the RISE Portal and the RISE Map. The portal and map feature an intuitive structure that allows users to easily assign routes, view maps, and quickly identify assets and facilities. The RISE map quickly allows new or substitute drivers to visually understand the assigned work through the visual representation of the proximity between customers and disposal sites. This benefit will help eliminate unproductive time and total miles traveled, limiting impacts on the City roads and emissions.

The last piece of the RISE platform is the RISE tablet that we employ in most vehicles. The RISE tablets provide our drivers with an electronic route sheet with turn-by-turn directions to ensure the most efficient route. The navigation software uses real time traffic condition to avoid delays and will incorporate safety mechanism that records the height, weight, and length of the truck to ensure overpass and bridges can support our vehicles.

Technological Impact

The expansion into digital operations allows Republic Services to offer a feature set we are proud to provide to our customers to improve access and visibility. With the implementation of RISE and our digital operations suite, customers have unprecedented access to features such as service verification and Track My Truck. What this means for our customers, is not only a reliable operation, but increased confidence and verification to ensure little to no impact to the day-to-day. In addition to increased transparency, customers will have access to our mobile application, website and other resources that allow deeper interaction of their account, ability to request additional services and other items such as paperless billing and notifications.

Recyclist Software Tracking and Reporting System

Recyclist creates cloud-based solutions that make solid waste program management easy. The triple-bottom-line company designs software to empower citizens, government and business with the information they need to move our world toward a more sustainable future. Recyclist's Software and service products — used by cities, counties and waste haulers — provide

Figure 98. Jurisdictions serviced by Republic Services who currently use the Recyclist tracking software

Jurisdictions Utilizing Recyclist		
City of Alhambra	City of Lafayette	City of Union City
City of Anaheim	City of Lathrop	City of Walnut Creek
City of Antioch	City of Martinez	City of West Sacramento
City of Benicia	City of Newark	City of Yorba Linda
City of Carlsbad	City of Orinda	Contra Costa County
City of Chula Vista	City of Pinole	Contra Costa County
City of Clayton	City of Pleasant Hill	Mt. View Sanitary District
City of Clovis	City of Richmond	Orange County
City of Compton	City of Rosemead	Sacramento County
City of Daly City	City of Sacramento	San Diego County
City of Fairfield	City of Salinas	San Diego County
City of Fountain Valley	City of San Diego	San Joaquin County
City of Fremont	City of San Fernando	San Mateo County
City of Garden Grove	City of San Jose	San Mateo County
City of Half Moon Bay	City of San Pablo	Town of Colma
City of Hawthorne	City of Santa Ana	Town of Danville
City of Hercules	City of Stockton	Town of Moraga
City of Inglewood	City of Suisun City	

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

new visibility into waste stream data, innovative ways to track residential, multi-family, and commercial outreach and compliance, and state-of-the-art digital recycling education for residents. Republic Services will continue to utilize Recyclist and provide accessibility of its program tracker and dashboard to the city for all SB 1383 compliance and reporting purposes. Recyclist's cloud-based software tracking include the following features providing invaluable data to CCCSWA in a user-friendly dashboard:

Identifying generators

- Tracking education and outreach to generators
- Recording waivers issued
- Establishing a system for self-hauler reporting
- Maintaining a detailed list of food recovery organizations and services
- Monitoring compliance of generators, recovery services and organizations
- Tracking annual inspections and compliance reviews
- Issuing notices of violation, following up every 90 days, imposing penalties
- Keeping centralized records for 5 years and providing access on demand within 1 business day

Many of the jurisdictions we service utilize Recyclist which provides a centralized, collaborative, and comprehensive recycling software system for tracking, record-keeping, and reporting requirements for all of California's mandates, including SB 1383 among others.

Emerging Technology

Lastly, our innovation and technology teams are constantly monitoring emerging technologies and running operational pilots to determine capabilities that may be suitable for fielding into our live operations across the country. Many times, emerging technologies are unreliable, or struggle to scale to large operations. Other technologies attract attention based on marketing claims that often do not play out when deployed in a large operation for a long period of time. For this reason, we monitor technologies and capabilities that offer promise, and pilot them to confirm they can be applied without impact to your contract. Once this occurs, we implement seamlessly into the operations, and notify any stakeholders who

Figure 99. Recyclist inputs your service data and makes it accessible and useful. Recyclist's system makes data easy to understand so you can get all the insight you need into business and multi-family waste streams throughout the CCCSWA service area.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

can benefit from the insertion when completed.

Managing Inquiries and Complaints

Republic Services shall be responsible for prompt and courteous attention to service inquiries and complaints. A detailed complaint log will be used during the agreement term. The log will include the name, address, date, time, complaint type, and resolution. Inquiries and complaints received will be promptly responded to within twenty-four (24) hours.

Missed Pick-Ups

When a missed collection is reported—whether a miss actually occurred or not, Republic Services operations team takes it seriously and responds immediately as if every incident is actual. The route supervisor completes a root cause analysis on each miss and addresses it with the driver. Together they drill down on the incident to resolve issue or the conditions that created it. The general procedure for addressing all customer service inquiries and concerns is:

- If observed by a driver, driver to immediately self-report to dispatch and/or operations supervisor, even if it was not the “fault” of the driver. Document the incident/observed abnormal situation via photos.
- If received by Republic Services’ local CSR in CCCSWA or an external party, process a work order for a missed pickup, late set out, or spills and litter resulting from collection.
- CSR will notify dispatch with specific information regarding the work order. This information, also communicated to the route supervisor, is maintained as an open work order until the task has been completed.
- This process is always aimed to be completed within the same-day, but there may be exceptions if the complaint is received after the designated cutoff time.
- Work orders are classified and kept in our internal systems for data-tracking and reporting purposes.

Noise

All Collection operations shall be conducted as quietly as possible and shall conform to applicable federal, State, and local noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet at a height of five (5) feet from the Collection vehicle or more stringent standards if applicable.

When a noise complaint is received, route supervisors immediately contact the driver and take appropriate action to ensure drivers are operating within authorized collection times.

Spills and Leaks

Drivers shall use care to prevent spills and leaks. If any materials are spilled or leak during collection, the area shall be cleaned before leaving the site. All trucks are equipped with spill kits. Drivers are to stop the flow (PTO, engine, Valve) as soon as the spill is noticed. They will then secure the scene and control the area with the spill kit. Supervisors and Maintenance are notified and will determine if a sweeper truck is necessary to clean the area.

When a complaint is received, route supervisors will respond to assess and clean the area.

Litter

Republic Drivers shall clean up litter that has fallen during service, whether it was caused by the driver or not. If there are instances of repeated spillage, not caused by the driver, these locations will be reported to CCCSWA. The Authority shall attempt to rectify such situations with the Generator if the Contractor has already attempted to do so without success.

Quality Control Documentation

To additionally mitigate any impacts to our ability to provide reliable service, Republic’s customer management software application, InfoPro, automatically generates a number of reports that are routinely reviewed by

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Republic managers, most on a daily basis. These include:

Production Reports

- Route Analysis
- Route Downtime Analysis
- Customer Service History
- Daily Operating Summary
- Daily Fuel Report
- Daily Disposal Report
- Disposal Exception Report
- Daily Truck / Employee Replacement Report
- Customer Service Report
- Blocked / No Service Report

These reports are used in the daily activities of the division in order to monitor productivity and effectiveness.

- Divisional Management Reports
- This section is made up of numerous reports that aid in the overall management of the division. They include:
- Revenue Analysis by Service Period
- Revenue Analysis by General Ledger
- Customer Count Report
- Customer Profitability for accounts on routes with on board computers
- Manual Invoice Report
- Service History Report
- Revenue Forecast Report
- Municipal Contract Payments Report
- Franchise Commercial Billing Report
- Multiple Audit Reports

Service Verification, Data Tracking: RISE

Republic will utilize RISE to collect on-route data in real time. RISE provides the following:

- Service Verification
- GPS tracking including visit documentation help improve customer service by eliminating disputes.
- Photo Documentation
- Drivers can take photos of issues to help identify trends and to help explain potential problems. These photos help resolve disputes.
- Customer Service Tools
- Republic's customer service team has access to GPS history and driver estimated arrival times.
- Decreases Driver Distraction
- Less voice traffic between dispatch and driver.
- Historical Route Data
- RISE's system keeps the tracks of the vehicles for 90 days.

Customer Satisfaction Surveys

Net Promoter Score

Our Voice of Customer program captures feedback our customers each year. Net Promoter Score (NPS), is at the core of our Voice of Customer program. Most anyone can recall answering the tell-tale NPS question, "On a scale of 1-10, how likely are you to recommend this service to a friend or family member?" Republic Services' strong NPS performance has demonstrated that our customers appreciate our service and our strong commitment to them. Please reference the Customer Service Section of this proposal for more information on the NPS program administered at Republic Services.

Universal Service Commitments

Universal Service Commitments are our promises to our customers about the services we deliver. They expect that our Operations team will fulfill what our Sales and Customer Resource Centers promised them. When our Hauling operations run efficiently and service our customers according to the Universal Service Commitments, we honor those promises and differentiate ourselves from the competition. These commitments will be tailored to align with the requirements of the franchise agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

JOB AID
DEFINING UNIVERSAL SERVICE COMMITMENTS

Defining Universal Service Commitments

Universal Service Commitments *are our promises to our customers about the services we deliver. They expect that our Operations will fulfill what our Sales and Customer Resource Centers promised them. When our Hauling operations run efficiently and service our customers according to the Universal Service Commitments, we honor those promises and differentiate ourselves from the competition.*

Small Container Missed Pickup		
Timeline	**Next business day by 4:00 p.m.**	**Drivers:** Review Cover Page for MPUs. Service the container listed on the Cover Page and per Logistics Analyst communication. Photograph unserviceable containers if possible. **Logistics Analysts:** Regularly review the Unscheduled service screen in RISE Map to identify MPUs. Inform the responsible Driver about MPUs that have occurred. Add to Driver's Route Sheet. Notify customer.
What	*This is any time a small container is not serviced on the regular scheduled day.*	
Small Container Extra Pickup		
Timeline	**Next business day by 4:00 p.m.**	**Drivers:** Review the Cover Page and service any documented extra pickups. **Logistics Analysts:** Schedule the extra pickup on the respective Route Sheet by the next business day. Use the Unscheduled service screen in RISE Map to identify on-call requests.
What	*This is when a customer requests an extra lift of a small container that is already onsite.*	
Small Container Delivery and Removal		
Timeline	**Three business days**	**Drivers:** Deliver or remove the small container listed on the Route Sheet. **Logistics Analysts:** Schedule service to be completed within three business days for the customer according to the plan date in RISE Map.
What	*A small container is delivered to or removed from a customer's location.*	
Small Container Exchange		
Timeline	**Five business days**	**Drivers:** Exchange the small container listed on the Route Sheet. **Logistics Analysts:** Schedule service to be completed within five business days for the customer according to the plan date in RISE Map.
What	*A customer requests a replacement of their container due to odor, dirt, or physical damage.*	
Large Container On-Call Request		
Timeline	**Next business day by 4:00 p.m.**	**Drivers:** Perform the documented service for the large container per the Route Sheet and Logistics Analyst communication. **Logistics Analysts:** Regularly review the Unscheduled service screen in RISE Map to identify on-call requests for large containers.
What	*A customer requests a large container be delivered, removed, or dumped and returned quickly and reliably.*	
Residential Missed Pickup		
Timeline	**Next business day by 4:00 p.m.**	**Drivers:** Review the Cover Page for MPUs. Service the container listed on the Cover Page and per Logistics Analyst communication. **Logistics Analysts:** Regularly review the Unscheduled service screen in RISE Map to identify MPUs. Inform the responsible Driver about MPUs that have occurred. Add to Driver's Route Sheet. Notify customer.
What	*This is any time a residential container is not serviced on the regularly scheduled day.*	
Residential Delivery, Exchange, and Removal		
Timeline	**Next service day**	**Drivers:** Deliver, exchange, or remove the container listed on the Route Sheet. **Logistics Analysts:** Schedule service to be completed on the next service day for customer according to the plan date in RISE Map.
What	*A container is delivered, exchanged, or removed from a residential customer's location.*	

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Sample Reports

Samples of Republic's jurisdictional Monthly & Quarterly Reports are included separate from this proposal and uploaded as Attachment 6.

These sample reports include detailed data and information related to:

- Tonnage and diversion
- Customer lists and service levels
- Customer complaint logs
- Contamination monitoring
- Missed pick-ups
- Participation rates
- Clean-up Activities
- Extra services
- Billing and gross receipts
- Site visits and technical assistance results

Figure 100. Event reports even include the total number of attendees or training participants. Our trainings often pack the house, like this organics training in Rossmoor.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Customer Service Call Stats

The customer call stats included below respresent real-time performance averages for the Contra Costa Hauling Division's customer service virtual pod. These statistics represent call our performance during the past 7 months (July 1, 2024 – February 7, 2025).

Each performance metric included in the chart below:

- **Calls offered:** total number of customer calls received at our call center
- **Calls handled:** total number of calls answered and processed
- **Max calls in Q:** average number of callers at any given time. This includes customers who elect to receive a call back rather than wait on the line.
- **ASA:** average speed of answer indicating the average time a customer is on-hold.
- **Abandonment Rate:** average percentage of callers who call and ultimately hang-up. Industry standards assume an average of 2% abandonment for all call centers.
- **AHT:** average handle time indicating the length of time customers are on the line with an agent from start to finish while fulfilling the reason of their call.

Figure 101. The figures below represent our Customer Service Call Stats specifically for our Contra Costa Hauling Division, which includes all calls specifically from our CCCSWA customers as well the neighboring franchise areas serviced by the Division. These are current call stats showing the average performance in each category between 7/01/2024 and 2/07/2025.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

KMT / Salesforce Job Aid



WHO: CRC Service and Inside Sales

WHAT: This job aid provides an overview of Ask KMT, the agent experience and the benefits of using our new technology.

ASK KMT	
Overview	We have created a tool for you to best assist our customers with KMT-related questions. This tool will provide you the opportunity to strengthen customer interactions via a SalesForce user interface update designed for: Improving First Call Resolution (FCR) through providing correct and accurate information located within KMT. Decreasing AHT through quicker search and location of customer requests. Enhancing quality conversations through providing various additional disposal notes for customer requests.
Customer Benefits	Our customers receive accurate information in all areas, but especially ones with lengthy contracts.
Your Benefits	We will see a reduction in return and escalated calls due to the FCR we can provide utilizing this tool.

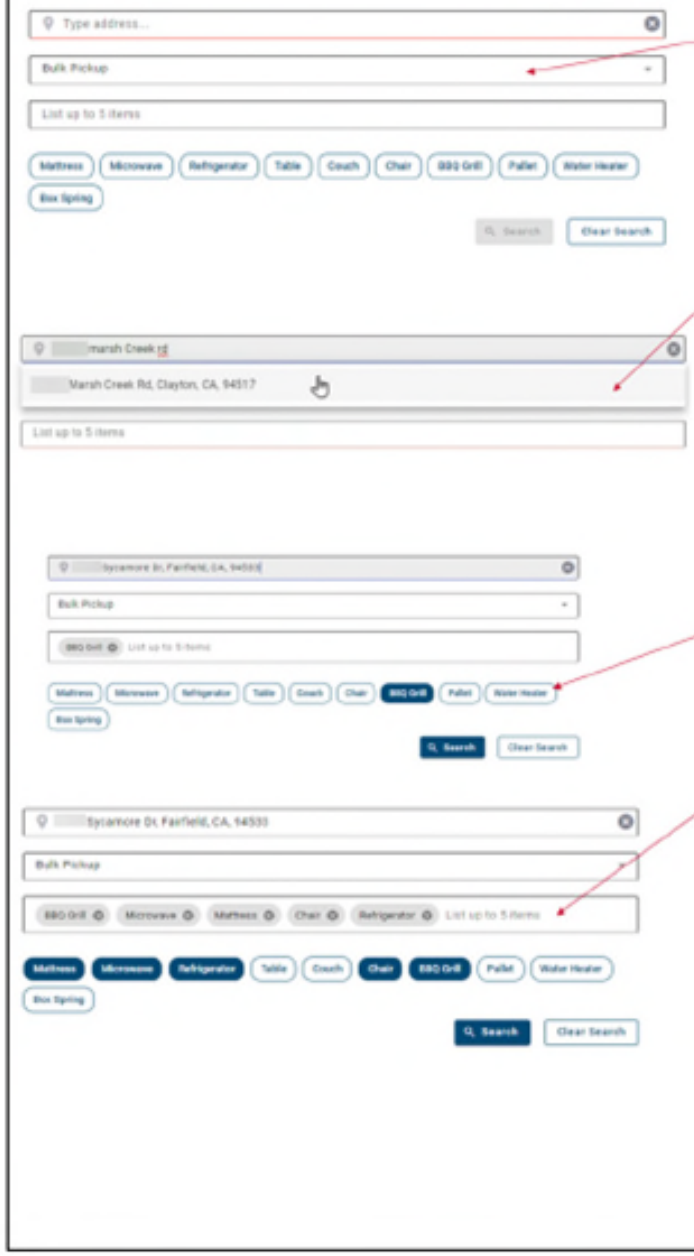
USER INTERFACE DESIGN

This tool will be integrated into an iFrame within the Salesforce UI as shown in this illustration. This means it will be visible to the right of your customer's Salesforce account as pictured below.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

USER EXPERIENCE



- Bulk Pickup will be automatically selected for the agent.
- Agents will begin by typing in the customer's address in the address box provided.
- The address will auto populate once it is recognized.
- Agents must also have KMT readily available for comparison of search results.

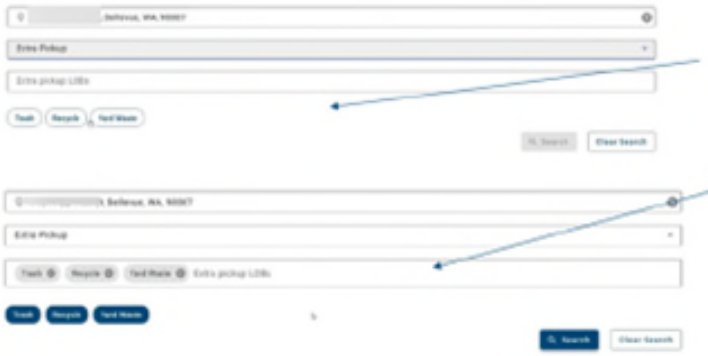
- Once the address has been inputted, the agent will have the option to select a bulk item from the prepopulated options list or the agent may manually type in the bulk item.
- Only **5** items at a time are allowed to be entered into the search box.
- Should a 6th item be added, the first item will drop off the list.
- The agent will need to do an additional search for any additional items.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236



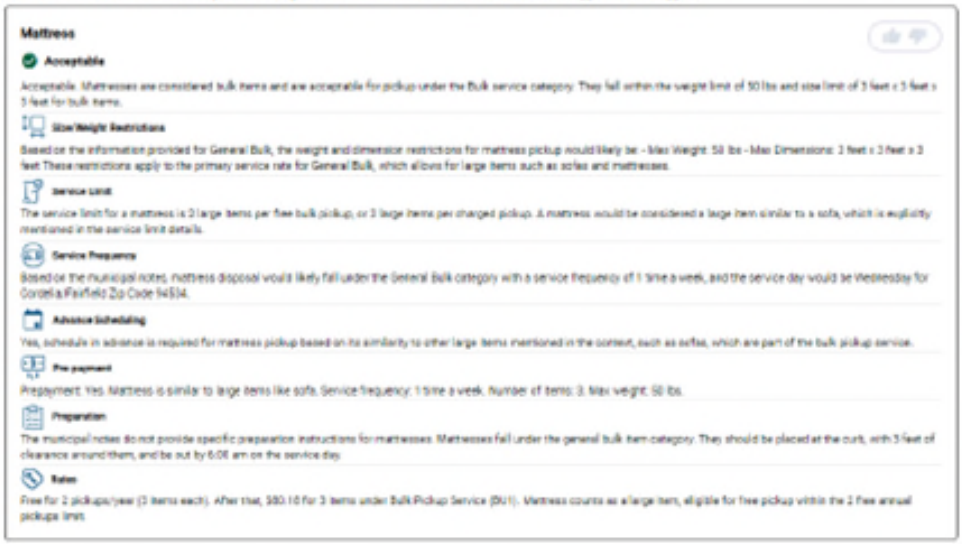
- Bulk Pickup will be automatically selected for the agent.

If you are assisting our customer with extra pickup, you will need to modify the drop-down selection.



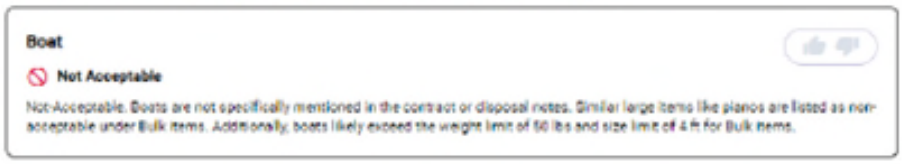
- Once the address has been inputted, the agent will have the option to select a waste type from the prepopulated options list or the agent may manually type in the waste type.
- Only **3** options are allowed to be entered into the search box.
- Should a 6th item be added, the first item will drop off the list.
- The agent will need to do an additional search for any additional items.

1. If an item is acceptable, you will receive the following message:

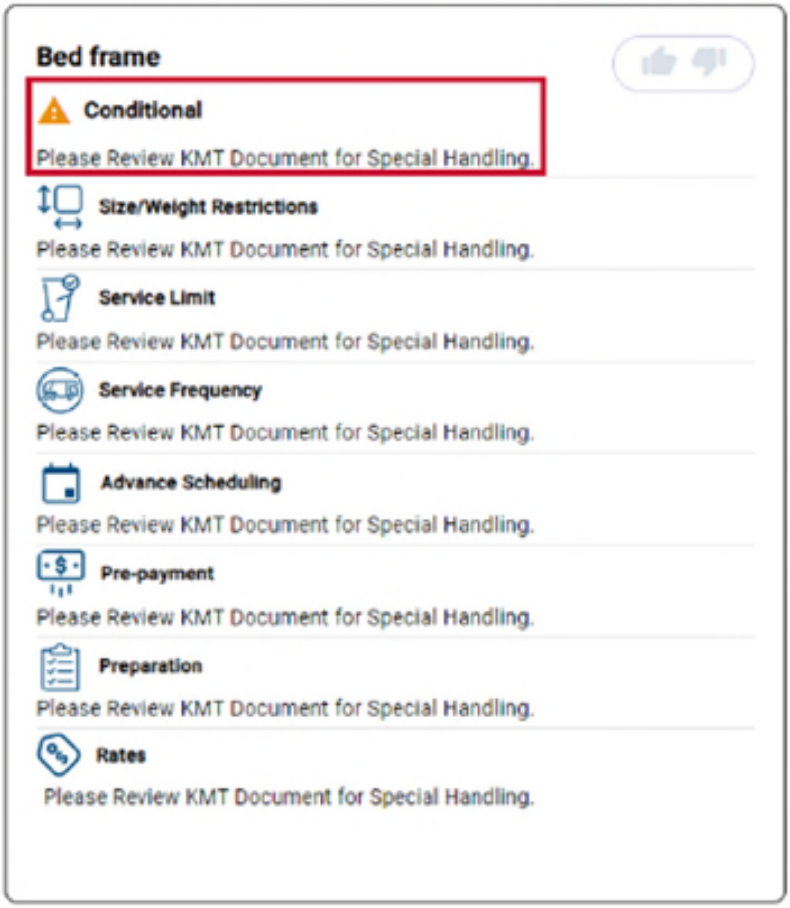


Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

2. If an item is not acceptable you will receive this message:



3. If the tool is unsure if the item is acceptable or not, you will be directed back to KMT.

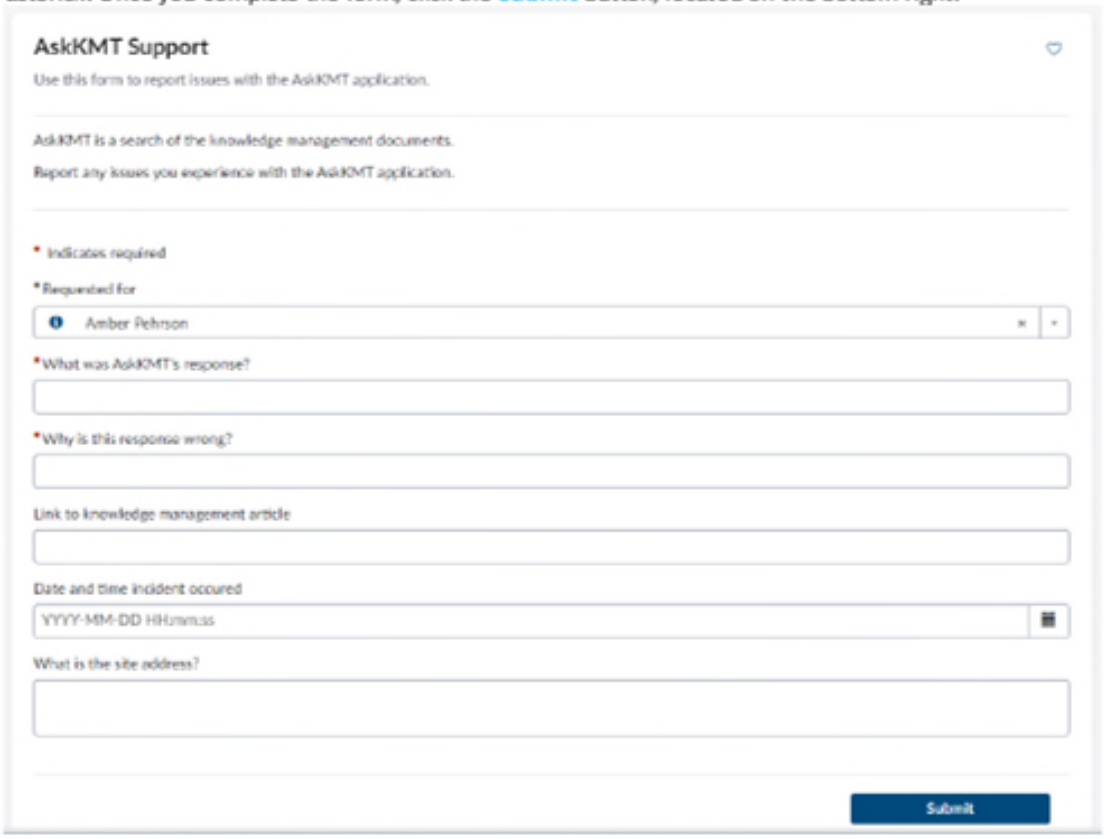


Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EMPLOYEE FEEDBACK/IT TICKETS

If you are experiencing any issues with the Ask KMT tool, please follow these steps to submit an IT ticket.

1. Go to the Employee Self Service Center - https://republicservices.service-now.com/esc
   Call 1-800-327-500 or email republicservices@service-now.com
2. In the middle of your screen, click the search bar where you can see **Find what you need.**
3. In the search bar type **Ask KMT**, then select **AskKMT Support.**
4. Included here is a sample of the form to complete. Remember, you must complete each field with an asterisk. Once you complete the form, click the **Submit** button, located on the bottom right.



DO NOT, under any circumstances, transfer the customer to our IT team or provide the IT phone number.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

3. Technical Proposal for Required Alternative Bid Services

Alternative 1: Re-label all carts by end of year 1.

- The baseline proposal and draft agreement requires Republic Services to relabel/re-sticker all existing MFD and commercial bins by the end of year 1.
- Alternative #1 requires Republic Services to re-label all existing carts (lid and sides) by the end of rate year 1. The re-labeled carts are intended to be "hauler neutral," and not marked with a company logo and displaying a customer service phone number specific to the Authority's service area that could be given to the Authority or the next franchisee at the end of the franchise agreement. If this alternative is selected by the CCCSWA, Republic Services will prepare an implementation plan specific to the re-labeling of all carts. At the time of this bid submission, Republic Services intends to conduct all re-labeling labor activities in-house. Re-labeling efforts will be coordinated across the service area based on regularly scheduled collection days and geographic areas. Cart customers will be notified in advance of such re-labeling efforts commencing on the carts located at their site.
- Republic Services' proposed costs associated with the print, production, and labor of alternative #1 are included within our "Cost Proposal for Alternative Services."

Alternative 2: Replace all Carts by end of year 1.

- The baseline proposal and draft agreement assumes the use of all existing and currently deployed container equipment (carts, bins, and debris boxes) for the continued use in the service area. Republic Services will continue to be responsible for the purchase and deployment of all newly requested carts and containers by customers.
- Alternative #2 requires Republic Services to replace all existing carts by the end of rate year 1. At each service location, the new carts will be delivered by Republic Services deployment team at the same time as the old carts are removed. Should this alternative be selected by the CCCSWA, Republic Services will be utilizing the assistance of a 3rd party contractor to assist with the delivery of all new carts and the removal of all existing carts. Republic Services will develop a standalone deployment schedule based on regularly scheduled collection days and geographic locations. Republic Services will be responsible for notifying customers in advance of such cart replacement activities. Customers will also be given the chance to modify their current cart service size at this time. Otherwise without receiving a customer's request to change cart sizes, the customer's current cart size will remain as their default replacement.
- Republic Services' proposed additional costs associated with the cart replacement in year 1 option is included within our "Cost Proposal for Alternative Services."

Alternative 3: Second Recycling Cart (no additional charge for SFD).

- In the baseline proposal and draft agreement, SFD customers are allowed to receive one (or more) additional recycling carts for a "rate not to exceed," our bid submitted applicable rate. Per alternative #3, SFD customers may receive a second recycling cart, above the one mandatory service cart offering, at no additional charge upon the customer's request.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- Republic Services' proposed additional costs associated with the SFD additional recycling cart option is included within our "Cost Proposal for Alternative Services."

Alternative 4: Unlimited recycling (no additional charge for SFD overages and/or additional carts).

- In the baseline proposal, SFD customers are allowed to receive one mandatory recycling service cart and eligible to receive one (or more) recycling carts for a "rate not to exceed," our bid submitted applicable rate. Additionally, SFD customers are eligible to receive 4 x on-call recycle overage collection events capped at the specified volume/parameters outlined in the draft agreement.
- Per Alternative #4, SFD customers may set out recyclable overages on their regular weekly collection day next to their full blue carts in paper bags, cardboard boxes, or resident-provided containers. Extra cardboard boxes that do not fit in the blue cart and are not used to set out other recyclables must be flattened. SFD customers do not need to notify Republic Services regarding overages. SFD recyclables overages will be collected at no additional charge to the customer. SFD customers may receive a second recycling cart at no additional charge upon request. This program offering replaces the on-call 4x/year extra recyclables collection overages in the baseline proposal.
- Republic Services' proposed additional costs associated with the SFD unlimited recycling service option is included within our "Cost Proposal for Alternative Services."

Alternative 5: Second Organics Cart (no additional charge for SFD).

- In the baseline proposal and draft agreement, SFD customers are allowed to receive one (or more) additional organics carts for a "rate not to exceed," our bid submitted applicable rate. Per alternative #5, SFD customers may receive a second organics cart, above the one mandatory service cart offering, at no additional charge upon the customer's request.
- Republic Services' proposed additional costs associated with the SFD additional organics cart option is included within our "Cost Proposal for Alternative Services."

Alternative 6: Unlimited organics (no additional charge for SFD overages and/or additional carts).

- In the baseline proposal, SFD customers are allowed to receive one mandatory organics service cart and eligible to receive one (or more) organics carts for a "rate not to exceed," our bid submitted applicable rate. Additionally, SFD customers are eligible to receive 4 x on-call organics overage collection events capped at the specified volume/parameters outlined in the draft agreement.
- SFD customers may set out organic overages on their regular weekly collection day next to their full green carts in paper bags or resident- provided containers. Branches must be bundled and tied. SFD Customers do not need to notify Republic Services regarding overages. SFD organics overages will be collected at no additional charge to the customer. SFD customers may also receive a second organics cart at no additional charge upon request If selected by the CCCSWA, this alternative program offering replaces the on-call 4x/year extra organics collection.
- Republic Services proposed additional costs associated with the SFD unlimited organics service option is included within our "Cost Proposal for Alternative Services."

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Alternative 7: MFD Battery Collection (16+ unit properties).

- Similar to the SFD battery collection program, Alternative #7 requires Republic to provide a household battery collection bucket to specific MFD properties where it will be placed in the property management office for household battery collection at MFDs with 16 units or more.
- Republic Services' proposed additional costs associated with the MFD battery collection service option is included within our "Cost Proposal for Alternative Services."

Alternative 8: Weekend Collection of public litter in downtown areas.

- In the baseline proposal and draft agreement, Republic Services will provide collection service of designated public receptacles for each member agency. Member Agencies shall be responsible for maintaining public Solid Waste, Recyclable Materials, and Commingled Organics containers listed in Exhibit B-4 of the draft agreement and Republic provides collection service at no cost to the Member Agencies.
- If this service alternative program is selected by the CCCSWA, Republic will provide weekend service to those public receptacles specifically designated in downtown areas of each member agency. Republic Services will utilize the same collection methodologies and equipment as is utilized during the Monday – Friday collection services of the public receptacles. Republic Services will continue to be responsible for the service and maintenance of these receptacles.
- Republic Services' proposed additional costs associated with the MFD battery collection service option is included within our "Cost Proposal for Alternative Services."

Alternative 9: SB 1383 Route Reviews/Container Audits.

- In the baseline proposal and draft agreement, route audits associated with SB 1383 are handled by the CCCSWA and contracted separately with an outside firm.
- Per Alternative #9, route audits for the purpose of contamination monitoring will be performed by Republic Services SAs. Route audits will be conducted along each (5-day) route and such review shall transpire at least once per calendar year. Audited routes will be proportional by member agency, but consist of no fewer than 25 containers per route per service day along each 5-day route. Republic proposes to conduct such route audits on a calendar-year basis. The goal of the route audit process is to comply with the requirements of Section 18984.5 of the SB 1383 regulations, which requires that an "adequate" number of accounts on every collection route must be reviewed annually. The process conducted by Republic Services will consist of visual inspections of the three service streams (commingled organics, single stream recycling, and landfill) for each residential and commercial route, including the tracking and reporting of findings. For commercial accounts, inspectors shall distinguish between generators who use the commingled organics program and those on the source separated food scraps program.
- If alternative bid #9 is selected by the CCCSWA, Republic Services will prepare an annual route review plan and submit it to the Authority by January 1 of each calendar year. The plan will include the total number of routes per line of business and commodity type as well as the estimated number of containers that will receive visual inspections. A summary report of the visual inspection findings will be provided to the CCSWA each year for statewide reporting purposes.
- Republic Services' proposed additional costs associated with the route review

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

service option is included within our
“Cost Proposal for Alternative Services.”

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

4. Innovative and Cost-Saving Services

Alternative 1: Implementation of ZEV Residential ASL's (Innovative: Alt. 15 in the cost forms)

As outlined in Sections 2.4 and 2.6 of this proposal submission, Republic Services has the capabilities and fleet inventory to deploy brand-new, state-of-the-art fully electric residential ASL collection vehicles on day 1 of the new franchise agreement. Should the CCCSWA be interested in the deployment of these innovative and zero emission collection vehicles, Republic Services will work with the Authority to develop an implementation schedule and rate structure that is equitable for all CCCSWA customers. Republic Services has the ability to deploy an entire fleet conversion of all ASL's used to service this contract. Alternatively, Republic Services can work with the CCCSWA to implement multiple ZEV trucks over a multi-year phased-in approach, or even simply offer just one standalone ZEV for the service area. The costs of such vehicles may also be shared amongst multiple customer sectors, as our ASL's service SFD and MFD residents as well as some commercial businesses. We look forward to discussing this innovative service offering with the CCCSWA. This proposed rate impact for the ZEV service offering is reflected in the Cost Proposal for Innovative and Cost-Savings Alternatives.

Cost Impact:
$0.11/Municipal Resident/Month/ZEV truck

Alternative 2: Cooking Oil Program (Cost Savings: Alt. 12 in the cost forms)

If the Authority chooses not to implement the new cooking oil collection and recycling program, CCCSWA customers would see the cost savings listed below and reflected in the Cost Proposal for Innovative and Cost-Savings Alternatives.

Cost Impact: $26,228

Alternative 3: Commercial Bin/Dumpster Re-Stickering & Brown Food Waste Containers (Cost Savings: Alt. 11 in the cost forms)

If the Authority chooses not to implement the new commercial bin re-stickering requirements and painting the source separated food waste containers brown-in-color, CCCSWA customers would see the cost savings listed below and reflected in the Cost Proposal for Innovative and Cost-Savings Alternatives.

Cost Impact: $9,819

Alternative 4: Member Agency Roll-off Service (Cost Savings: Alt. 13 in the cost forms)

Based on 2023-2024 service data, Republic Services observed that 84% of roll-off hauls from Member Agency facilities were scheduled for permanent service (rather than on-call). Upon collection, 88% of all roll-off hauls at these sites contained less than 6 total tons. In many instances, the roll-off containers only included 1-2 tons. As a cost savings alternative, Republic Services proposes to modify this service offering and require roll-off hauls from Member Agency facilities to be set-up as on-call services. Additionally, boxes would be required to have no less than 6-tons of disposal, or visually ¾ full, at the time of service. Member Agencies would be instructed to direct-contact our newly appointed CCCSWA Customer Service Manager to schedule service, which will be scheduled/routed for service within 1-business day.
If the Authority chooses to implement this service program modification, CCCSWA customers would see the cost savings listed below and reflected in the Cost Proposal for Innovative and Cost-Savings Alternatives.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Cost Impact: $162,793

Alternative 5: Phased-in Truck replacement Schedule Combined with Cost Savings Alternatives #2 – 4 (Cost Savings: Alt. 14 in the cost forms)

Instead of all new trucks on day 1 of the new franchise agreement, Republic Services proposes a tailored truck replacement schedule consisting of the following:

- 65 new trucks, including all 10 burros between 1/01/2026 and 3/01/2027
- 15 new trucks in 2028
- 15 new trucks in 2029
- 13 new trucks in 2030

*Please see proposed phased-in truck replacement schedule in the table below.

This proposed cost-savings alternative would be offered to the Authority in combination with alternatives #2 – 4 as described immediately above.

If the Authority chooses to implement this combined alternative, CCCSWA customers would see the cost savings listed below and reflected in the Cost Proposal for Innovative and Cost-Savings Alternatives.

Cost Impact: $889,490

Figure 102. Proposed phased-in truck replacement scheduled associated with Cost Savings Alternative #5

Truck Type	5 Yr Phase In					
	2026	Prior to 3/1/2027	2028	2029	2030	Total Purchased
RO		1	3	4		8
FL		7	5	4	2	18
SL	2	41	5	5	5	58
RL					3	3
Burro	3	7				10
Flatbed W/Boom		1				1
Flatbed		3				3
Service Truck					1	1
Supervisor			2	2	2	6
Truck per year	5	60	15	15	13	108
Cost Breakdown	$ 1,679,679.58	$ 24,937,681.25	$ 5,698,589.17	$ 5,573,659.35	$ 4,606,873.29	$ 42,496,482.64

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

5. Environmental Considerations

We're committed to partnering with customers to create a more sustainable world.

This is our company vision, which is intentionally ambitious because we believe we are uniquely positioned to help our customers achieve their own sustainability goals.

Determining our Goals

As one of the largest environmental services companies in the United States, with the 5th largest vocational fleet in operation, our opportunity to make a meaningful impact on the sustainability of the country is real. Our foundational Elements of Sustainability are deeply integrated into our business and serve as the anchor for our 2030 sustainability goals.

- **Safety** drives every decision we make. Our dedication to safety extends to our customers and into our communities. We are committed to creating a safe environment for our customers, communities, and employees. Republic's safety performance has consistently been 38% better than the industry average, based on available OSHA data.
- **Talent** We employ and develop talented professionals that demonstrate an unwavering commitment to sustainability, including the well-being of our customers, communities, and each other. We proudly celebrate diversity by maintaining our culture of inclusion, a culture that allows employees to bring their whole selves to work.
- **Climate Leadership** We are focused on delivering services and solutions for a more sustainable world. Through landfill and fleet innovation, recycling and circularity of key materials, and renewable energy production, we're committed to environmentally responsible operations that increase efficiency, grow our business, and drive performance of our customers' goals.
- **Communities** Investing in the communities where our employees and customers live and work is vital, so our charitable giving platform revolves around sustainable neighborhood revitalization. We directly support people, places, and spaces in need with

Republic Services is a recognized leader in Sustainability, with major investments toward our 2030 goals.

- Listed on Dow Jones Sustainability Index since 2016
- Named to Barron's 100 Most Sustainable Companies
- Named to 3BL Media's 100 Best Corporate Citizens list
- Certified as Great Place to Work®
- Included in the S&P Global Sustainable Sustainability Yearbook
- Scored at Leadership Level for CDP Climate Change since 2019

*Figure 103. **Elements of Sustainability**. Republic Services is the lowest risk, best-value partner for your municipality, focusing our sustainability platform around these areas.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

financial grants, in-kind donations and volunteer time.

We have defined relevant, ambitious goals under these four elements, and are the first US environmental services company to have a greenhouse gas goal approved by the Science Based Targets Initiative (SBTi). Figure 72 below offers a look at our 2030 Sustainability Goals.

Advancing our Goals

Once we had set our 2030 Sustainability Goals, we set out to identify meaningful investments and innovations that would drive the types of major changes we require to achieve the goals by the end of the decade.

In total, we invest more than $100 million per year in our sustainability initiatives, as a commitment to our planet. Examples of our investments to make a measurable improvement in our 2030 Sustainability Goals are offered below:

- **Reduce Emissions** – Operating the 5th largest vocational fleet in the country, we have over 16,000 trucks in operation. For this reason, our commitment to electrify our fleet will drive a meaningful portion of our GHG emission reduction goal. We have been running pilot operations for electric vehicles at multiple sites across the country with aggressive, long-term plans to grow our EV fleet each year as technology advances. In March 2023, we unveiled an electric truck designed from the frame up in collaboration with OshKosh. This design effort further demonstrates our commitment to electrification, and our willingness to innovate from scratch rather than simply retrofit a legacy vehicle.

*Figure 104. **Elements of Sustainability**. Republic Services is the lowest risk, best-value partner for your municipality, focusing our sustainability platform around these areas*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

- **Reduce Emissions (and) Renewable Energy** – As the owner and operator of a large portion of landfills in the country, our ability to capture and reuse otherwise-emitting gases from those facilities will contribute to the majority of our emissions reduction goal (in addition to our EV fleet conversion). As of 2022, we had 74 landfill gas-to-energy (LFGTE) projects, generating power, or renewable natural gas (RNG), from the methane produced by the landfills. In addition to this, we announced a joint venture with Archaea Energy to develop RNG projects at 39 more landfills, above and beyond the 17 already being developed at the time of the announcement – including Keller Canyon Landfill. In late 2022, Archaea announced they were acquired by BP, further strengthening our position for the success of America's largest RNG portfolio. One fifth of our collections fleet, comprising 100% of our CNG vehicles, is powered by RNG, thereby avoiding the extraction and use of fossil-gas.
- **Charitable Giving** – We continue to expand our focus on community reinvestments through our Republic Services Charitable Foundation, local Community Grants, in-kind donations and employee volunteerism. The focus of our efforts are on placemaking, which refers to projects that have the potential to make a positive impact of a large portion of the community. Our Foundation announces approximately 12 major grant projects each year, investing $2-3M annually into communities where we live and work, ranging from parks to community gardens; schools to community center revitalization. Additionally, throughout the year, our employees and local business units invest in smaller grant projects as well as volunteerism in the local community. From inception through year-end 2022, we have impacted over 5.5M people toward our goal, placing over $17M in various grants to help make a difference across the markets that we serve.
- **Reduce Emissions (and) Circular Economy** – To meet the demand to further reduce emissions in landfills by diverting food and other organic waste, we have built one of the largest portfolios of organics facilities in the nation. Our drive to push the envelope as we develop these facilities led us to be named the 2020 Organics Recycler of the Year by the National Waste and Recycling Association (NWRA), recognizing Republic Services for

*Figure 105. **Electric Vehicle** technology is evolving quickly, enabling us to electrify our fleet over the coming years.*



*Figure 106. **National Neighborhood Promise** is our foundation grant program for charitable giving.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

innovation and leadership in diverting food and yard waste from landfills through food recovery, organics pre-processing and composting, all of which contributes to a circular economy.

- **Circular Economy** – In order to address the growing desire to manage circularity of plastics, we announced a bold investment and innovation to create a hub and spoke network of Plastic Polymer Centers across the United States. These centers represent the first time a single North American company will manage the plastics stream from curbside collection to delivery of high-quality, and even food-grade, recycled content for consumer packaging. By keeping materials in use at their highest quality, a water bottle can live on to become another water bottle, transforming what it means to commercially recycle and bringing material circularity directly to our customers.

Transforming Plastics Circularity

At Republic Services, we are innovating to meet our customers' sustainability needs. We challenge every truckload we collect, striving for diversion opportunities, and we're developing new solutions to reduce waste and advance circularity and decarbonization.

Through our innovations in circularity, we are transforming the plastics value chain, from curbside collection to consumer packaging and back again. In 2023, we opened North America's first Polymer Center, and broke ground on a second, to advance circularity for rigid plastics and support sustainable packaging. Through our Polymer Center network, we're helping ensure a plastic bottle or jug is turned back into a new bottle or jug, instead of being downcycled into a product such as carpet, clothing or construction pipe that has few options for further recycling. The Polymer Center processes sorted and baled plastics from recycling facilities, further separating plastics by type and color to ultimately produce hot-washed recycled PET (rPET) flake and color-sorted olefins. We also launched Blue Polymers, a joint venture with Ravago, to further process the olefins from our Polymer Centers. Each Blue Polymers facility will be paired with a Polymer Center to compound, blend and pelletize recycled HDPE and polypropylene, creating custom

Figure 107. ***Organics Innovations*** *such as our solar-powered Otay Compost Facility in Chula Vista CA, operating entirely off-grid, have earned awards such as 2022 Organics Management Facility of the Year.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

drop-in solutions for customers. Consumer product companies are setting aggressive recycled content goals for their packaging, and our innovative facilities are designed to help them meet their commitments.

Advancing Decarbonization Solutions

Our customers are looking for low-carbon solutions, and Republic Services is leveraging our network of landfills to help meet that need. At nearly 70 sites across the country, we're turning naturally occurring landfill gas into energy. We are not new to this – we've been generating electricity and producing renewable natural gas (RNG) at our landfills for decades. What is new is our approach to renewable energy development. We identified a portfolio of projects that would beneficially reuse landfill gas and develop low-carbon solutions at scale. To bring this vision to life, we partnered with Archaea Energy, now a subsidiary of bp, to form the Lightning Renewables joint venture. Through Lightning Renewables, we'll build and bring online approximately 40 RNG projects over the next few years. RNG is a low-carbon fuel source that can be used in a variety of applications to displace gas derived from fossil fuels. As a transportation fuel, it can reduce emissions in local communities by as much as 95% over gasoline or diesel. As of 2023, natural gas-powered trucks make up 20% of Republic Services' fleet, all of which are powered by RNG. The first Lightning Renewables RNG project to come online is at our National Serv-All Landfill in Fort Wayne, Indiana. Construction is underway on several more, with additional openings planned in 2024. We expect the Lightning Renewables RNG projects to bring our total renewable energy portfolio to more than 100 projects, creating decarbonization solutions for customers and communities across North America.

Alternative Fuel Collection Vehicles

We use renewable fuel vehicles for all collection activities in the form of compressed natural gas (CNG).

Recycled Products - Operations

1) Vehicle fluids recycling

– We recycle all capturable vehicle fluids through a local vendor allowing for circularity of any necessary hydrocarbon fluids.

2) Maintenance core returns

– Most parts used within our trucks use "cores" which can be refurbished and reused within a future remanufactured part.

3) Use of local parts vendors to reduce GHG emissions.

– In order to maintain our fleet in the most efficient manner and support the local vendor network we primarily source our parts from local vendors which has a beneficial effect of reducing GHG emissions from shipping parts over long distances.

4) Metal recycling

– We take every opportunity to recycle metals within our maintenance processes to avoid wasteful introduction of primary metals and recover some of our cost of purchase, thereby reducing rates to service recipients.

5) Tire recycling

– All tires that are worn to the point of being removed from service or irreparably damaged are diverted from landfills via partnering with our tire partner.

Internal Waste Reduction and Reuse Protocol:

6) 3 stream system set up in breakrooms to capture all food waste, recycling, and trash.

7) Each desk area has recycling baskets.

8) Recycling baskets are readily available at all printer stations around the office.

9) Nearly all employees have their own reusable water bottle.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

10) Kitchen is stocked with re-usable cups, plates, and utensils to minimize single use waste.
11) E-waste (laptops, cell phones, keyboards, printer ink) is returned to IT for recycling or internal reuse.
12) Batteries and other specialty waste items are collected and dropped off to the maintenance yard in Pacheco.
13) Electricity is reduced after hours and weekends.
14) Upgraded water system – integrated filtration system that eliminates the need for single use plastic water bottles and water jugs.

Our office fosters a culture of sustainability through a comprehensive waste reduction and recycling program. Breakrooms boast a 3-stream system for food scraps, recyclables, and general trash, while personal recycling baskets sit at every desk. Printer stations are equipped with readily available recycling bins, and nearly all employees carry their own reusable water bottles, minimizing single-use plastic. The kitchen is stocked with reusable plates and utensils, further minimizing single-use waste. Even electronics get a second life through responsible e-waste recycling by the IT team. Responsible energy use extends to after-hours and weekends with reduced electricity consumption, and a state-of-the-art water filtration system eliminates the need for plastic water bottles. Additionally, the commitment to sustainability extends beyond waste, with electricity being conserved after hours and weekends, demonstrating our dedication to both environmental and economic responsibility.

This multi-pronged approach not only benefits the planet but also fosters a collective sense of environmental awareness and action within our office.

*Figure 108 . **Pre-defined Response Plans**. Our teams are there after disasters to assist the municipality and residents with cleanup and disposal needs.*



Emergency Response

As a leading environmental services partner, we have the resources to mobilize a response to help clean up the mess.

Republic Services has been a leader in providing reliable and compliant emergency response solutions for more than 30 years. Our national and global response programs with fully integrated services, including waste disposal, offer convenience and reduced risk of working with a single trusted partner.

Response to Disaster Events

It all starts with a plan. Republic Services' key objectives in responding to an emergency or disaster recovery includes a prioritized sequence of steps to prepare for and navigate a disaster event:

- Protect our employees and their families (when our employees know their families are safe, they can concentrate on helping their neighbors).
- Secure and safeguard our property and assets, so they are available for you when needed.
- Provide service to our customers and satisfy their needs, even if this means calling up resources from other parts of the country.
- Expedite the post-emergency/disaster cleanup effort, which includes coordinating with FEMA and other relief agencies.

At the onset, and throughout the term of an emergency or disaster, we work closely with the CCCSWA personnel to define our role and develop solutions.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Republic Services is among the first responders after large disasters. We are eager to share our response plan with you, so we can join forces to ensure safety and essential services for our community during a major catastrophe.

Sequence of a Response

Once word of a major disaster occurs, our local team and corporate leaders initiate our disaster communications and response plan. The strength of a national company backing our local teams is evident in these situations. Our team maintains a complete disaster response playbook, that outlines specific roles and responsibilities for members of the local team, the Area leadership, and our headquarters support staff. Logistics teams ensure coverage of a long list of important items that make sure our local team is safe and free of worry for their families and well-being. Everything from fuel, water, safe accommodations for employees and their families to communications and payroll is managed and addressed within a day of activation.

Once the event has occurred, and employees are confirmed safe, our local team will:

- Conduct damage assessment of facilities and the fleet, as well as all employee homes
- Identify staging site for extra assets and equipment needed
- Contact and coordinate with national debris removal companies who are typically contracted for FEMA debris cleanup
- Conduct meetings/briefings with Authority staff to understand and address any unique needs. It is common that recycling routes are temporarily suspended in the initial days after an event, to allow for less contamination from material tied to the event in the recycling containers.

Disaster Response for Hazardous Waste

Disaster Response Services for hazardous cleanups are available through a simple Emergency response Addendum to your contract.

Our Environmental Services team is here to help you plan for the hazardous materials cleanup from unexpected natural disasters and other catastrophic events, including hurricanes and wildfires, to minimize their impact on your operations. Typically, they would partner with your FEMA cleanup contractors to handle the hazardous cleanups across your municipality.

Our goal is to support you until life returns to normal

- We coordinate our response with you and have experience working directly with FEMA and other disaster relief organizations.
- Our national footprint means that crews from outside the area can be drawn upon to respond locally.
- Our human resources team ensures our local employees have what they need so they can concentrate on helping your community.

Emergency Response to Non-Disaster Events

Even without a disaster event, normal daily operations across a municipality can include spills and cleanups that require emergency response. To address this, Republic Services maintains a constant state of readiness with certified experts and specialized equipment for incidents at facilities, businesses, on land, in the water, over the road and on rail across a spectrum of industries.

Oil Spill Response and Compliance

We are uniquely qualified to address oil spills through NRC, a Republic Services-owned company, which is the world's largest commercial Oil Spill Recovery Organization (OSRO). We are the only private contractor to hold MMPD, WCD1, WCD2, and WCD3 classifications from the United States Coast Guard, meeting federal oil spill response requirements for inland, rivers/canals and oceans.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Biohazardous Decontamination

Should a biohazard event occur in your service area, Republic Services can protect your businesses and residents with a multi-faceted decontamination service plan designed to reduce the risk of additional exposure and contagion.

Other Response Services

The list of additional scenarios and needs for emergency response services can be quite long. The list below offers examples of services that are offered in various markets across the country.

- Rapid response and containment
- Transportation incidents, rollovers and releases
- Freight emergencies
- Rail response and standby services
- Confined space entry and rescue
- Industrial fires and explosions
- Pressurized cylinder releases
- Petroleum and chemical spills
- Illegally dumped chemicals and containers
- Emergency pump outs and vacuum services
- Tank and pipeline emergencies

By including a standard Emergency Response Agreement as an addendum to your contract, we can be there when you may need us most, from initial mobilization through final closeout.

If desired, we would be happy to address the needs of CCCSWA with the locally available services from our Environmental Solutions team.

Light Bulbs and Batteries

Marketplace conditions often make once-simple procedures more complicated. Today, communities and businesses face an increasing number of compliance requirements related to the disposal of light bulb & battery waste items. These items contain mercury, lead or other hazardous materials that should not be thrown away with regular waste. Keeping up with compliance requirements can be time-consuming and burdensome.

To answer this need, Republic Services will collect these items at the residential customer's curbside set-out location.

Medical Waste

Republic Services offers a straightforward, cost-effective, confidential and convenient method for proper disposal of sharps waste. Every year, millions of people use needles and syringes to manage medical conditions at home. This waste stream should never be mixed with household waste, as it poses a health and safety risk for industry workers. The sharps collection containers are in locations approved by the Authority. Republic Services contracts with Trilogy to collect, transport, and dispose of the sharps materials.

Leveraging Public Education

We are partnering with communities to help be more environmentally responsible by increasing recycling and diversion of materials from the landfill while also reducing recycling contamination. The best way to do this is through established programs and public education.

*Figure 109. In addition to the CCCSWA containers, customers may also order **Republic Services Sharps Disposal Kits** from our website for additional fee.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Once these programs are in place and operational, whether through drop-off locations or collection events, we recommend clear and consistent public education to build up the proper behavior and habits in the municipality. Over time, residents will properly adhere to these program guidelines and divert these important materials from the MSW stream and the landfill, accomplishing another key aspect of an environmentally and socially responsible program for your municipalities.

We are partnering with communities to help reduce contamination and the best way to do this is through education. We also know that children are integral in driving behaviors in the home. We are extremely proud to offer a free service to the schools to assist in this effort. The Recycling Simplified Education Program contains everything needed to teach students about recycling. You'll find step-by-step lesson plans and supporting materials including activities, videos, student certificates and handouts for students to bring home. The curriculum is based on grade level. There are four categories – PreK-2, 3rd-5th, 6-8th and 9-12th grade.

Lessons within each grade range build upon students' understanding and help them gain greater awareness of the broader environmental, sustainability, and societal issues related to recycling and its role in conserving natural resources. The lessons can be taught as a unit or individually – whatever fits best for your students and your curriculum.

Recycling Simplified Overview

We believe we have a responsibility to educate our customers when it comes to recycling the right way. We understand recycling can be confusing at times, so we have created a campaign to educate people how and what to recycle.

There aren't enough resources or technology to reverse contamination once it takes place. Some of these items are contaminated with food or another residue. Think of a ketchup bottle – if there's still ketchup inside, it's contaminated and can ruin an entire load of recyclables.

Other items people put into their recycling carts simply shouldn't be there at all. From dirty diapers to garden hoses to bowling balls, non-recyclable materials should be disposed of or donated.

We know people want to be responsible and do the right thing to ensure the local recycling programs they know, and love, are sustainable for future generations. We encourage consumers to take a couple extra minutes a day to think about what they are putting in their carts, and for them to recognize there is a true cost to local recycling programs.

Many people are "wish-cycling" – throwing items in their recycling bin that they hope can be recycled. Remember: When in doubt, throw it out.

There also shouldn't be 50 different items in your recycling cart! Stick to these materials, and you'll be doing it right:

- Paper and cardboard
- Metal or aluminum cans
- Plastic bottles and jugs
- Glass

We mean it when we say we are making recycling simple. Follow three important rules:

- Know what to throw – [See materials above]. Also check with your local provider for specific details about what's accepted in your local recycling program.
- Make sure recyclables are Empty. Clean. Dry.
- Don't bag it. Recyclables should be placed loosely in your cart – and plastic bags never belong.

To help consumers know how and what to recycle, we launched our Recycling Simplified campaign. Visit **RecyclingSimplified.com** for tips, videos and resources to become a better recycler and reduce contamination rates.

Prior to the recent changes, 30% of our recyclable material used to go to China, now it's less than 1%.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The good news is that we are moving all our recycled material – we have new markets for recyclables both domestically and internationally. But the prices paid for recycled commodities are nowhere near where they were just one year ago.

The Future?

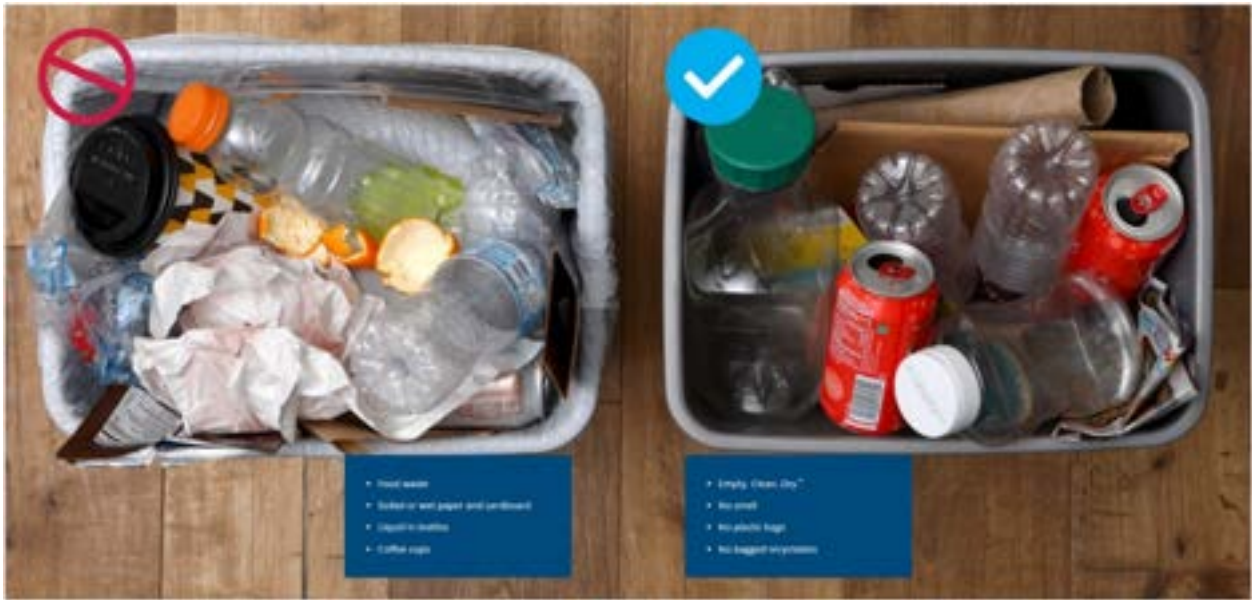
Republic Services doesn't know where the recycling commodity markets will be next year or the next 10 years. We do know that we're making recycling simpler for customers, and if Americans take the necessary steps now, the model will be profitable and sustainable for generations to come.

We believe we can transform the business model from one that largely relies on the value of the recovered commodities to one that fully acknowledges the cost of collecting and processing the recycled material and shares the value of the commodities. We are actively transitioning our municipal customers to a more durable and sustainable pricing model with an equitable risk-sharing arrangement, partnering as we navigate the effects of China Sword and the pandemic.

Municipalities also need to join us in shifting their focus to extracting materials that have positive environmental (life cycle) benefits and have end markets. Diversion needs to be about re-introducing materials into production and manufacturing systems, not about hitting a number. Over the past 25 years, state legislatures have been racing to 50%, 75%, or even zero-waste goals.

For Americans, recycling will be much simpler and more convenient in the future. Consumers will better understand what and how to recycle properly. We launched a new website, RecyclingSimplified.com, to help them learn what to recycle while minimizing contamination. We want to simplify the entire process to make it easy for Americans to feel good about what they do to protect our environment.

Figure 110. ***What Your Recycling Container Should Look Like.*** *Visit our Residential Resources page on recyclingsimplified.com for printable reminders that can help everyone in your house become better at recycling.*



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

6. Acceptance of RFP and Franchise Agreement

Republic Services has reviewed the Draft Collection Services Agreement and understands the roles, responsibilities, rights, and obligations of both the Authority and Republic Services. We have proposed revisions to the Franchise Agreement that we believe clarify conditions in a manner that is beneficial to both Republic Services, as the Contractor, and the Authority. The following sections of the draft agreement are items in which Republic Services wishes to take exception to. All other comments in the draft agreement are **not** exceptions, but rather included as "requests for further discussion" with the Authority as contract negotiations ensue upon receipt of this technical proposal and corresponding cost proposal forms. These items noted as exceptions are also submitted separately to the Authority in an attached redline mark-up Microsoft Word file of the draft Collections Agreement accompanying this proposal as **Attachment 7**.

Exceptions

- #1: Section 7.3. Billing
- #2: Section 8.11. Personnel
- #3: Exhibit A. Definitions. "Applicable Law"
- #4: Exhibit B. Scope of Services. Listed roll-off/debris box sizes
- #5: Exhibit B. Scope of Services. Listed organic bin sizes.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

7. Cost Proposal

7.1 General Guidelines

Republic Services has completed the cost proposal forms assuming that none of our proposed exceptions to the draft agreement will be accepted by the Authority. For any proposed exceptions with a significant monetary value, we have itemized the corresponding reduction and/or increase in proposed compensation for each exception. We have utilized the comment feature in the redlined MS Word version (Attachment 7) of the draft Agreement to note the compensation impacts of Republic's exceptions.

Republic Services has prepared its cost proposal based on the following general guidelines outlined within the CCCSWA's RFP document:

- 1. Terms based on Agreement.
- 2. Scope per RFP and Agreement.
- 3. Valid for the Twelve (12) Month Period Ending February 29, 2028.
- 4. Wage and Benefit Requirements.
- 5. Depreciation and Interest.
- 6. Start-up Costs Annualized
- 7. Fuel
- 8. Compactor Service
- 9. Non-Allowable Costs
- 10. Reimbursements
- 11. Service Level Assumptions

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

7.2 Cost Proposal for Base Services

The Cost Proposal for Base Services (Required) is saved in their original MS Excel file format and uploaded separately as **Attachment 8**.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

7.3 Cost Proposal for Alternative Services

The Cost Proposal for Alternative Services (Required) is saved in their original MS Excel file format and uploaded separately as **Attachment 9**.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

7.4 Cost Proposal for Innovative and Cost-Saving Services

The Cost Proposal for Innovative and Cost-Saving Services (Required) is saved in their original MS Excel file format and uploaded separately as **Attachment 9**.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

8. Other Proposal Forms

8.1 Secretary's Certificate

ATTACHMENT D:
SECRETARY'S CERTIFICATE

The undersigned, being the Secretary of Allied Waste Systems, Inc. (Company Name), a California corporation ("the Company"), does hereby certify that the following resolution was adopted by the Board of Directors of the Company and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that Victor Cabrera, General Manager (Name of Designated Representative) be, and hereby is, authorized to sign the Company's proposal and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to the **Request for Proposals for Organics, Recyclables, and Solid Waste Collection Services** issued by the Central Contra Costa Solid Waste Authority, and that any such action taken to date is hereby ratified and approved.

Dated: February 07, 2025

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

8.2 Anti-Collusion Affidavit

ATTACHMENT E:
ANTI-COLLUSION AFFIDAVIT

Anti-Collusion Affidavit

The following affidavit is submitted by proposer as a part of their proposal for organics, recyclables, and solid waste collection services.

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says that he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said proposer; that proposer has not directly or indirectly entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or proposers, the parceling or farming out to any proposer or proposers or other persons of any part of the agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the said sealed proposal or proposals are opened.

Deponent further states that the proposer has not been a party to any collusion among proposers in restraint of freedom of competition, by agreement to make a proposal at a fixed price or to refrain from submitting a proposal, or with any Central Contra Costa Solid Waste Authority staff, Town of Danville staff or official, Town of Moraga staff or official, City of Lafayette staff or official, City of Orinda staff or official, City of Walnut Creek staff or official, or Contra Costa County staff or official as to quantity, quality, or price in the prospective agreement; or in any discussions between proposers and any Central Contra Costa Solid Waste Authority staff, Town of Danville staff or official, Town of Moraga staff or official, City of Lafayette staff or official, City of Orinda staff or official, City of Walnut Creek staff or official, or Contra Costa County staff or official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the proposer/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of the Central Contra Costa Solid Waste Authority, Town of Danville, Town of Moraga, City of Lafayette, City of Orinda, City of Walnut Creek, or Contra Costa County directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

Executed under penalty of perjury on this 16 day of January 2025 at 9:40 am.

SIGNED BY: _____

TITLE: General Manager

Subscribed and sworn to before me this _____ day of _____, 2025 at _____.

Notary Public *see following page for notary*

My Commission expires:_____

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa)

On 1/16/2025 before me, Andrew James O'Callaghan, Notary Public
(insert name and title of the officer)

personally appeared Victor Cabrera,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANDREW JAMES O'CALLAGHAN
COMM. #2385956
Notary Public - California
Contra Costa County
My Comm. Expires Dec. 9, 2025

Signature _____ (Seal)

Clear Form Print Form

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

8.3 Iran Contracting Act Certification

ATTACHMENT F:
IRAN CONTRACTING ACT CERTIFICATION

Iran Contracting Act Certification

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Grantee certifies that:

(1) Grantee is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and

(2) Grantee is not a financial institution that extends twenty million dollars ($20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).
I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Grantee to this Certification, which is made under the laws of the State of California.

Allied Waste Systems, Inc. dba Allied Waste Services of Contra Costa County (Company Name)

By: _____ (Signature)

Name: Victor Cabrera (Printed Name)

Title: General Manager

Date: 02/07/2025

Signature

Area President
Title

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

9. Value Added Service Offerings to the CCCSWA

Existing Containers

Republic Services acknowledges that the Authority has the option to purchase the remaining book value and own the existing containers deployed across the CCCSWA service area at the end of the current franchise agreement. This option includes carts and bins, as well as roll-off containers used for permanent and temp service. We also acknowledge that the new collection contractor will only be required to provide replacement containers over the term of the agreement. If the CCCSWA selects Republic as the collection's contractor for the new franchise agreement, the Authority would **save ~$1 million** in estimated container assets.

Annual Compost Giveaways

Compost Giveaways are **very** popular with CCCSWA residents. However, this contractual requirement is no longer included in the new draft agreement. We see that the composting post-collections agreement requires the contractor to provide 1,000 cubic yards of compost material per year for various purposes in the CCCSWA service area. Republic Services commits ourselves to providing the staff and manpower to administer 2 compost giveaway events per year. We recognize it is difficult for some customers to shovel their own compost and lift their containers into their vehicles. To make these events accessible for all residents and assist customers who need that extra help, Republic is willing to staff these two compost events at no additional cost.

Shredding Events

Republic Services is excited to introduce a new program to the CCCSWA service area! We propose the inclusion of two annual "shred events" that will assist CCCSWA residents in safely disposing of sensitive paper documents, ensuring the protection of their identities. Republic Services will identify a shredding service provider to offer such services and will host these events in 2

Figure 111. Compost Giveaway Events have always been a hit amongst CCCSWA customers – hence why we want to keep them in place!



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

different locations per year. We propose starting each event at 9 am and ending at 12 noon (or if the truck is full). Residents will be asked to drive up, unload their boxes to be shredded with the attendants, and then drive out. Republic is willing to offer these two shredding events at no additional cost.

Virtual Town Halls

Prior to the new contract commencement, in Q4 2026 and Q1, 2027, Republic Services will host two (2) separate virtual community town halls. The Town Halls will be structured, and intended, to educate CCCSWA residents on compliance with SB 1383 as well as the new contract's provisions. Focus will be on proper source separation, minimization of contamination, new service offerings and programs available to them – including these proposed value-added programs.

Annual Route Reviews for Contamination Monitoring

In the baseline proposal and draft agreement, route audits associated with SB 1383 are handled by the CCCSWA and contracted separately with an outside firm. Per the Required Alternative #9, route audits for the purpose of contamination monitoring will be performed by Republic SAs and audits will be conducted along each (5-day) route and such review shall transpire at least once per calendar year. Audited routes will be proportional by member agency, but consist of no fewer than 25 containers per route per service day along each 5-day route. Republic proposes to conduct such route audits on a calendar-year basis. The goal of the route audit process is to comply with the requirements of Section 18984.5 of the SB 1383 regulations, which requires that an "adequate" number of accounts on every collection route must be reviewed annually. The process conducted by Republic will consist of visual inspections of the three service streams (commingled organics, single stream recycling, and landfill) for each residential and commercial route, including the tracking and reporting of findings. For commercial accounts, SAs shall distinguish between generators who use the commingled organics program and those on the source separated food scraps program.

Figure 112. Our proposed value-added programs and service offerings have been carefully curated to best meet the needs and of the CCCSWA customers. No one knows these customers better than Republic.



Republic will prepare an annual route review plan and submit it to the Authority by January 1 of each calendar year. The plan will include the total number of routes per line of business and commodity type as well as the estimated number of containers that will receive visual inspections (approx. 25 containers per route). A summary report of the visual inspection findings will be provided to the CCSWA each year for statewide reporting purposes.
Republic Services is pleased to offer this route review program to the CCCSWA rate payers at no additional charge.

RecycleSmart-ies Program

Republic Services will create an annual residential customer recognition program for CCCSWA residents called "RecycleSmart-ies." During the annual route review process as proposed by Republic, Republic and CCCSWA will partner in selecting the 6 best

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

residential source separators (one from each member agency city) with the least amount of contamination during visual container inspections. The overall best of the 6 “Smarties” (one customer) in each year will receive 1-year free-of-charge residential trash service. Republic would greatly encourage partnership with the CCCSWA Board of Directors to have these “RecycleSmart-ies” recognized during a Board meeting each year and/or their local city council meetings.

Creating Top Talent

Once we hire the best employees from outside our industry, it is imperative to train them on the nuances and complexities that make the environmental services industry so interesting. We run a series of intentional programs to help train and certify our employees to comply with industry, local laws and the Republic Way of running our operations. Our programs are even capable of creating a long-term career for an employee who lacks the training and certifications on their initial day of hire. For those interested in learning and mastering a trade such as CDL driving or becoming a technician, we will train and mentor them every step of the way.

Driver Training Program

There continues to be a growing national shortage of CDL drivers across all industries needing commercial drivers in country. The rate of retiring CDL drivers exiting the industry after a successful career is greater than the rate of new CDL drivers entering the industry. If left unchecked, this will result in a continued premium being placed on the CDL salary to attract drivers, as well as competitors poaching drivers using signing bonuses or other incentives.

To address this national challenge, Republic Services is working to hire driver candidates, and work with them to train and ultimately earn their CDL certification. By working with our employees to train, certify and establish a successful career as a CDL driver, we plan to maintain our position as a company with one of the longest tenured drivers teams in the industry.

Technical Institute

It is becoming increasingly competitive to attract and retain technician talent in our industry. For this reason, we created our Technical Institute, located in Dallas Texas, which enables Republic Services to develop a pipeline for talent and will provide ongoing training to retain technicians

The Technical Institute offers a systematic training approach and ongoing support to improve our fleet maintenance, increase productivity, and reduce downtime of our trucks and equipment.

Our state-of-the-art Technical Institute offers a unique learning and development environment. Students receive paid training programs designed to provide new hires with high-tech classroom, computer-based and on-the-job opportunities while working toward industry-related technical certifications. Apprenticeships combine paid-on-the-job training with classroom instruction to prepare workers for skilled technical careers.

The Republic Services Technician Apprenticeship Program is a two (2) year program including:

- Twelve (12) weeks of company-paid training at the Technical Institute
- Successful graduates of the Technical Institute will continue with an additional twenty-one (21) months of on-the-job training (OJT) at a Business Unit.
- Upon successful completion of the apprenticeship requirements, apprentices will become C-Technicians and earn industry-recognized and

Figure 113. State of the Art Technical Institute is creating our top technicians of tomorrow.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

nationally portable credential based on Department of Labor standards

General Manager Accelerated Program (GMAP)

The General Manager Accelerated Program (GMAP) is a full-time two-year development program that provides on the job training and formal learning through a structured sequence of tasks and rotations. Assigned to a Business Unit in the field, GMAPs learn the fundamentals of the business, sharpen their leadership skills, and establish close working relationships with executives, Area and BU leaders, employees, and our customers. The strong operational, networking and leadership skills developed, enable our GMAPs to effectively prepare for placement as a General Manager upon completion of the program.

Leadership Academy

The Republic Services Leadership Academy (RSLA) is a year-long transformative leadership development experience for mid-level leaders to increase capabilities in their current role and support growth towards greater responsibilities by strengthening their leadership effectiveness, business acumen, strategic thinking, & innovation. Employees identified as having the potential to be a future leader in the company are placed in the leadership academy, which gives them exposure the real-world business challenges while also expanding their professional network across their peers and company executives. Many of our upper-level leaders were previous members of the leadership academy.

DoD SkillBridge

In 2022, Republic Services proudly opened its doors to the Department of Defense's SkillBridge program. SkillBridge is a nationwide program that provides transitioning Service members an opportunity to gain valuable civilian work experience through specific industry training, apprenticeships, or internships during their last 180 days of service. SkillBridge provides Republic Services the opportunity to access and leverage highly trained and motivated individuals. Service members participating in SkillBridge receive their military compensation and benefits, and Republic Services provides them with training and work experience.

With thousands of Veterans already working hard and giving their best at Republic every day, we look forward to helping the next generation of Veterans find impactful and fulfilling work in the next chapter of their careers.

Talent Link

With a national workforce of over 39,000 employees, Republic Services is constantly seeking talent to join our growing team. Equally, we recognize that our municipal partners have workforce development initiatives, seeking to increase the average wage of residents in their municipality.

Our Talent Link program connects the dots between two existing initiatives that are happening separately. We want to help your workforce development objectives while hiring more people into long-term careers with Republic Services.

- The Municipality positions our hiring program to residents through appropriate websites or marketing that fit the local initiative for workforce development

Figure 114. Our hope is that members of the CCCSWA communities will one day be part of the Republic Services team.



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- Interested candidates visit RepublicServices.com/Talent Link, where they can:
  - Better understand positions and careers at Republic Services
  - Decide if they aspire to work in their local municipality, or if they aspire to live in another location
  - Apply to one or more positions
- Candidates who are hired either start in their roles immediately, or may be trained in skills and certifications before being placed in their career
  - Three positions we're training and hiring for are drivers, technicians and call center agents

Republic Services then tracks candidates who originate through your Municipal Talent Match program efforts, enabling summary reports of hiring and careers impacted over time.

Employee Engagement

Employee Engagement is defined as the extent to which employees feel passionate about their jobs, are committed to the organization, and put discretionary effort into their work. Not only can levels of engagement be observed and measured, but they can also be influenced through promoting a deepening sense of belonging, meaning, and value to the work.
Twice each year, Republic Services runs an Employee Engagement Survey across all of our 39,000 employees. We currently enjoy

Figure 115. Today's CCCSWA youth could very well be the Republic drivers, managers, and Sustainability Advisors of our future. Well, that's our hope!



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a 99% participation rate and continue to strive to achieve 100%. The responses provide us with guidance to help shape our benefits, processes, and working environment to continue to foster a great place to work. We also use this information to create action plans focusing on specific improvements that teams can focus on to enable a positive and productive work environment.

Our Engagement Survey is administered by a third-party partner, who runs similar surveys for companies across the United States. Using their experience, we know that the top performing companies in the country have an employee engagement score of 80 or higher. In 2022, our engagement score was 86, and we maintain our 2030 Sustainability Goal to achieve a score of 88 or higher by 2030.

In combination with Republic's rich history in the CCCSWA communities, recruiting strategies and competitive total compensation packages we have established ourselves as an employer of choice in providing long-term sustainability careers in the CCCSWA service area. All these activities contribute to the economic engine that helps drive our community and local businesses.

Figure 116. On behalf of the entire Republic Services team, it is our honor to serve you and present this proposal!



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EXHIBIT G-1:
IMPLEMENTATION PLAN AND SCHEDULE

In accordance with Article 5, the Contractor shall develop an Implementation Plan and Schedule, which will be attached as Exhibit G-1.

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EXHIBIT G-2:
FINAL COST FORMS

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Form 1

General Proposer Information

RecycleSmart

Proposer Name: Republic Services	
	Note to proposer: Input data in yellow shaded areas only.
A. Primary Contact Information	
1. Name	Victor Cabrera
2. Title	General Manager
3. Phone	925-374-2724
4. Fax	
5. E-mail	vcabrera2@republicservices.com
B. Support Facilities	
1. Address of collection vehicle parking, maintenance, washing, and route staff parking facility(ies)	441 N. Buchanan CirclePacheco, CA 9455
2. Address of administrative office	441 N. Buchanan CirclePacheco, CA 9455
3. Address of billing office	441 N. Buchanan CirclePacheco, CA 9455
4. Address of customer service office	441 N. Buchanan CirclePacheco, CA 9455
C. Vehicle Manufacturer and Specifications (Body Capacity, GVWR, Load Capacity)	
1. Side Load / Rear Load / Burro Vehicles	PeterbiltMcNeilus - Auto-Side Loader - GVWR - 57,500 - Load Capacity 28yd PeterbiltMcNeilus - Rear-End Loader - GVWR - 51,500 - Load Capacity 28yd PeterbiltMcNeilus - Burro/MSL - GVWR - 34,000 - Load Capacity 12yd
2. Front Load Vehicles	PeterbiltMcNeilus - Front-End Loader - GVWR - 57,500 - Load Capacity 28yd
3. Drop Box Vehicles	PeterbiltMcNeilus - Roll-Off - GVWR - 51,500 - Load Capacity 40yd

*** Insert Rows as Needed to Reflect Additional Facility and/or Subcontractor Information.**

Burro = smaller vehicles for hard-to-serve routes

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Operating Statistics
Proposer Name: Republic Services

RecycleSmart

Form 2

Note to proposer: Input data in yellow shaded areas only. Fill out Form 2 for combined service areas within the Franchise.

	REPORT FOR RY 1 (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS	Side Load/ Rear Load/ Burro (6A)							Front Load (6B)				Roll off (Form 6C)				Public Litter Containers (6D)	
		Solid Waste	Recyclable Materials	Commingled Organics	Commercial Food Scraps	Burro Route: Solid Waste	Burro Route: Recyclable Materials	Burro Route: Commingled Organics	Solid Waste	Recyclable Materials	Commingled Organics	Commercial Food Scraps	Solid Waste	Recyclable Materials	Commingled Organics	Commercial Food Scraps	Public Litter Containers	TOTAL
1	**Account Information**																	
	# of weekly lifts	60,280	60,672	59,537	0	5,128	5,128	5,128	1,768	1,525	1,444	618	99	30	36	0	201	
	Labor Information																	
2	# of regular route personnel	18.2	18.2	18.0		4.0	4.0	4.0	7.0	6.0	1.0	2.0	5.07	0.6	1.8			89.9
3	Labor hours/day/person	9.7	9.6	9.6		9.6	9.6	9.6	10.0	10.1	10.0	10.1	10.3	10.3	10.3			
4	**Total labor hours/year**	45,701	45,498	44,741	0	9,942	9,942	9,942	18,256	15,830	2,600	5,230	13,576	1,614	4,887	0	0	227,759
	Route Information																	
	# of routes																	
5	Weekday	16.20	17.20	17.00		4.00	4.00	4.00	7.00	6.00	1.00	2.00	5.07	0.60	1.83		0.00	85.9
6	Saturday (MFD & COM Only)								1.00	2.00								3.0
7	Sunday																	0.0
	# of persons per route																	
8	Weekday	1.0	1.0	1.0		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0		0.0	
9	Saturday								1.0	1.0								
10	Sunday																	
	# of route hours per day per route (Truck Hours)																	
11	Weekday	9.7	9.6	9.6		9.6	9.6	9.6	10.0	10.1	10.0	10.1	10.3	10.3	10.3			
12	Saturday								8.0	8.0								
13	Sunday																	
	# of route hours per year (Truck Hours)																	
14	Weekday	40,679	42,998	42,255	0	9,942	9,942	9,942	18,256	15,830	2,600	5,230	13,576	1,614	4,887	0	0	217,752
15	Saturday								416	832								1,248
16	Sunday																	0
17	Total Route Hours per Year (all routes)	40,679	42,998	42,255	0	9,942	9,942	9,942	18,672	16,662	2,600	5,230	13,576	1,614	4,887	0	0	219,000
18	# of FTE routes	19.56	20.67	20.32	0.00	4.78	4.78	4.78	8.98	8.01	1.25	2.51	6.53	0.78	2.35	0.00	0.00	105.29
19	Total # of cart setouts per day for all routes	12,568	13,116	13,391		1,068	1,058	1,209										
20	Additional Container Set-outs (Beyond First)	0	75	75	0	0	25	25										
21	# of cart setouts/day/FTE route	643	634	659	0	224	221	253										
22	# of cart setouts per week for all routes	62,839	65,956	67,328	0	5,342	5,417	6,170										
23	# of household drive-bys per wk for all routes	60,280	60,672	59,537	0	5,128	5,128	5,128										
24	# of lifts or pulls per week for all routes								3,813	4,023	2,363	2,709	60	18	21	0		
25	# of lifts or pulls per year for all routes								198,276	209,196	122,876	140,868	3,105	954	1,111	0	0	
26	# of lifts or pulls per route hour								10.62	12.56	47.26	26.93	0.23	0.59	0.23	0.00	0.00	
	Vehicle Information																	
27	# of regular collection vehicles (from Form 4)	16.5	17.5	17.0	0.0	4.0	4.0	4.0	7.0	6.0	1.0	2.0	5.0	1.0	1.0	0.0	0.0	86.0
28	# of spare collection vehicles (from Form 4)	5.0	3.0	3.0	0.0	1.3	1.3	1.3	1.0	1.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	19.0
29	**Total # of collection vehicles**	21.5	20.5	20.0	0.0	5.3	5.3	5.3	8.0	7.0	1.0	3.0	6.0	1.0	1.0	0.0	0.0	105.0

Notes for Form 2:

Line 1 - Should equal the number of customer serviced on a weekly basis

Line 2 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6D.

Line 3 - Identify number of hours per day each regular route employee will work each day (including breaks, pre- and post-route checks, etc., excludes casual/pool personnel).

Line 4 - Should equal Line 2 * Line 3 * 260 days. Total should tie to total payroll hours.

Lines 5, 6, and 7 - Information is to be reported for collection routes only and does not include any support (e.g., container delivery routes, cleanup routes, missed pickup routes etc.)

Line 8, 9, and 10 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6D.

Lines 11, 12, and 13 - Identify number of hours per day each route will take to complete (including collection time and hauling time to transfer station, landfill, or processing site).

Line 14 - Should equal Line 5 * Line 11* 260 days

Line 15 - Should equal Line 6 * Line 12 * 52 weeks

Line 16 - Should equal Line 7 * Line 13 * 52 weeks

Line 17 - Should equal Line 14 + Line 15 + Line 16

Line 18 - Should equal Line 17 / 2,080 hours

Line 19 - Data to be input by proposer. Data should reflect the number of base carts set out.

Line 20 - Should equal the number of carts set out beyond the 1st.

Line 21 - Should equal Line 19 / Line 18

Line 22 - Should equal Line 19 and Line 20 * 5 days

Line 23 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Form 6A. "Household drive-bys" includes all carts on the route, whether or not they were set out.

Line 24 - Data to be input by proposer. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6D.

Line 25 - Data to be input by proposer and should equal Line 24 * 52 weeks. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6B - 6D.

Line 26 - Should equal Line 25/ Line 17

Line 27 - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6D.

Line 28 - No input needed by proposer, data linked to Form 4 - Capital. Data should reflect the assumptions used for the basis of the costs proposed in Forms 6A - 6D.

Line 39 - Should equal Line 27 + Line 28

Pulls = pull and return etc.

Full Time Equivalent (FTE) = 40 hours per week, 2,080 hours per year

Burro Route = Hard-To-Serve Route requiring smaller (e.g. 10 yard capacity) "Burro" trucks, mini-side-loaders, etc.

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Operating Statistics
Proposer Name: Republic Services

Form 2

		Selected Alternative Service Proposals					
		Containers	**Recyclable Materials**	**Organic Materials**	**HHW**	**Public Litter Containers**	**SB 1383 Route Audits**
	REPORT FOR RY 1 (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS	Alt 1: Re-label Carts[1]	Alt 3: 2nd Recycling Cart[3]	Alt 5: 2nd Organics Cart[5]	Alt 7: MFD Battery Collection[7]	Alt 8: Weekend Collection[8]	Alt 9: SB 1383 Route Audits[9]
1	**Account Information**						
	# of weekly lifts	217,872	8,958	17,114	276	50	
	Labor Information						
2	# of regular route personnel		0.5	1.0	1.0	2.00	
3	Labor hours/day/person		5.0	10.0	2.1	8.0	
4	**Total labor hours/year**	0	650	2,600	554	4,160	0
	Route Information						
	# of routes						
5	Weekday		0.50	1.00	1.00	2.00	
6	Saturday (MFD & COM Only)						
7	Sunday						
	# of persons per route						
8	Weekday		0.5	1.0	1.0	1.0	
9	Saturday						
10	Sunday						
	# of route hours per day per route (Truck Hours)						
11	Weekday		5.0	10.0	2.1	16.0	
12	Saturday						
13	Sunday						
	# of route hours per year (Truck Hours)						
14	Weekday		1,300	520	554	832	
15	Saturday						
16	Sunday						
17	Total Route Hours per Year (all routes)		1,300	520	554	832	0
18	# of FTE routes		0.63	0.25	0.27	0.40	0.00
19	Total # of cart setouts per day for all routes		0				
20	Additional Container Set-outs (Beyond First)		2,972	12,836			
21	# of cart setouts/day/FTE route		0	0			
22	# of cart setouts per week for all routes		14,860	64,180			
23	# of household drive-bys per wk for all routes		14,860	64,180			
24	# of lifts or pulls per week for all routes						
25	# of lifts or pulls per year for all routes				0	0	0
26	# of lifts or pulls per route hour				0.00	0.00	0.00
	Vehicle Information						
27	# of regular collection vehicles (from Form 4)						
28	# of spare collection vehicles (from Form 4)						
29	**Total # of collection vehicles**						

[1] Contractor to re-label all existing carts (lids and slides) by the end of rate year 1.

[3] SFD customers may receive a second recycling cart at no additional charge upon request.

[5] SFD customers may receive a second organics cart at no additional charge upon request

MFDs with 16 units or more.

[8] Contractor to empty public litter containers on weekends in downtown areas.

[9] Audits to be performed by Contractor. Each (5-day) route must be audited at least once per year. Audited routes must be proportional by member age

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Form 3

Proposed Labor Requirements **RecycleSmart**

Proposer Name: Republic Services

Note to proposer: Input data in yellow shaded areas only.

Route Personnel Headcount (include fraction of employee)	**# of Regular Personnel**	**# of Casual/Pool**	**Total**	**Hourly Rate[1]**	**Annual Benefits Cost/Hour[1]**
Side Load/Rear Load Service Solid Waste (6A)	18.2	6.4	24.6	$43.34	$47.89
Side Load/Rear Load Service Recyclable Materials (6A)	18.2	5.9	24.1	$43.34	$47.89
Side Load/Rear Load Service Commingled Organics (6A)	18.0	6.1	24.1	$43.34	$47.89
Side Load/Rear Load Service Commercial Food Scraps (6A)	0.0	0.0	0.0		
Burro Service Solid Waste (6A)	4.0	1.5	5.5	$43.34	$47.89
Burro Service Recyclable Materials (6A)	4.0	1.5	5.5	$43.34	$47.89
Burro Service Commingled Organics (6A)	4.0	1.5	5.5	$43.34	$47.89
Front Load Service Solid Waste (6B)	7.0	2.0	9.0	$43.34	$47.89
Front Load Service Recyclable Materials (6B)	6.0	1.7	7.7	$43.34	$47.89
Front Load Service Commingled Organics (6B)	1.0	0.0	1.0	$43.34	$47.89
Front Load Service Commercial Food Scraps (6B)	2.0	0.6	2.6	$43.34	$47.89
Roll-Off Service Solid Waste (6C)	5.1	1.5	6.6	$43.34	$47.89
Roll-Off Service Recyclable Materials (6C)	0.6	0.2	0.8	$43.34	$47.89
Roll-Off Service Commingled Organics (6C)	1.8	0.4	2.2	$43.34	$47.89
Roll-Off Service Food Scraps (6C)	0.0	0.0	0.0		
Public Litter Containers (6D)	0.0	0.0	0.0	$43.34	$47.89
Subtotal Route Personnel	**89.9**	**29.1**	**119.0**		

Other Personnel Headcount (include fraction of employee)	**Notes**	**# of Employees**	**Hourly Rate[1]**	**Annual Benefits Cost/Hour[1]**
Executive Management (CEO, CFO, COO, etc.)				
General Manager		0.5	$56.50	$19.78
Operations Manager		1.0	$56.50	$19.78
Municipal Contract Manager	Min 1 Position Required per Section 7.1.C	1.0	$56.50	$19.78
Route Supervisor		5.0	$56.50	$19.78
Dispatcher		4.0	$35.73	$14.73
Container Distribution Includes Pool		4.0	$43.34	$47.89
Container Maintenance/Welder		3.0	$49.42	$10.07
Maintenance Supervisor		1.0	$56.50	$19.78
Maintenance Personnel Includes Pool		16.0	$44.72	$10.32
Controller		0.5	$56.50	$19.78
Safety Specialist				
Staff Accountant		1.0	$56.50	$19.78
Office Manager				
Human Resources		0.5	$56.50	$19.78
Accounting Clerk		2.0	$27.02	$9.46
Billings Clerk		1.0	$27.02	$9.46
Accounts Receivable Clerk				
Collection Clerk		0.5	$27.02	$9.46
Financial Analyst				
Benefits Coordinator				
Customer Service Manager	Min 1 Position Required per Section 7.11.A	1.0	$31.30	$10.96
Customer Service Representatives	Min 5 Positions Required per Section 7.11.A	5.0	$31.30	$10.96
Sales Coordinator				
Sustainability Advisors	Min 5 Positions Required per Section 7.1.C	5.0	$31.30	$10.96
Other (specify): _____		1.0	$27.02	$9.46
Other (specify): _____				
Other (specify): _____				
Subtotal Other Personnel		**53.0**		
	Total All Personnel	**172.0**		

[1] *Hourly rates are achieved by dividing the annual salary or benefits of the given position by 2,080 hours per work year.*

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Capital Requirements **RecycleSmart**

Proposer Name: Republic Services

Note to proposer: Input data in yellow shaded areas only. Column I = Total Vehicle costs over the term of the contract.

			Quantity New			Total Capital Cost Over Contract Term - 10 Years (in 2025 dollars)	Average Price
			Actual	Spare	Total		
Vehicles							
Collection Vehicles							
Side Load Solid Waste (6A)			14.50	4.00	18.5	9,351,995.54	$ 505,513.27
Side Load Recyclable Materials (6A)			16.50	3.00	19.5	9,857,508.82	$ 505,513.27
Side Load Commingled Organics (6A)			16.00	3.00	19	9,604,752.18	$ 505,513.27
Side Load Commercial Food Scraps (6A)			-	-	0	-	N/A
Rear Load Solid Waste (6A)			2.00	1.00	3	1,229,287.62	$ 409,762.54
Rear Load Recyclable Materials (6A)			1.00		1	409,762.54	$ 409,762.54
Rear Load Commingled Organics (6A)			1.00		1	409,762.54	$ 409,762.54
Rear Load Commercial Food Scraps (6A)					0		N/A
Burro Service Solid Waste (6A)			4.00	1.33	5	1,450,000.00	$ 271,875.00
Burro Service Recyclable Materials (6A)			4.00	1.33	5	1,450,000.00	$ 271,875.00
Burro Service Commingled Organics (6A)			4.00	1.33	5	1,450,000.00	$ 271,875.00
Front Load Solid Waste (6B)			7.00	1.00	8	3,946,732.90	$ 493,341.61
Front Load Recyclable Materials (6B)			6.00	1.00	7	3,453,391.28	$ 493,341.61
Front Load Commingled Organics (6B)			1.00	-	1	493,341.61	$ 493,341.61
Front Load Commercial Food Scraps (6B)			2.00	1.00	3	1,480,024.84	$ 493,341.61
Roll-Off Solid Waste (6C)			5.00	1.00	6	2,144,882.60	$ 357,480.43
Roll-Off Recyclable Materials (6C)			1.00	-	1	357,480.43	$ 357,480.43
Roll-Off Commingled Organics (6C)			1.00	-	1	357,480.43	$ 357,480.43
Roll-Off Food Scraps (6C)			-	-	0	-	N/A
Public Litter Containers (6D)			-	-	0	-	N/A
Subtotal			86.00	19.00	105	**$ 47,446,403.34**	
Other Vehicles							
Pickup Trucks			6.00		6	$ 852,003.97	$ 142,000.66
Container Distribution			4.00		4	$ 652,500.00	$ 163,125.00
Mobile Service Truck			1.00		1	163,125.00	$ 163,125.00
Other (specify): _____					0		N/A
Subtotal			11	0	11	**$ 1,667,628.97**	
Total Vehicle Depreciation						**$ 49,114,032.30**	

Containers	**Current Inventory**	**New**					
	Actual	As Needed Replacement	New Services*	Spare	Total	Total Capital Cost Over Contract Term - 10 Years (in 2025 dollars)	
Carts							
Solid Waste 20-gallon	8,296	4,624		1,659	6283	$ 233,792.54	$ 37.21
Solid Waste 32-gallon	40,500	22,573		8,100	30673	$ 1,141,344.95	$ 37.21
Solid Waste 64-gallon	17,476	9,740		3,495	13235	$ 492,497.39	$ 37.21
Solid Waste 96-gallon	3,606	2,010		721	2731	$ 101,621.97	$ 37.21
Recyclable Material 32-gallon	1,142	636		228	865	$ 32,183.11	$ 37.21
Recyclable Material 64-gallon	54,454	30,350		10,891	41241	$ 1,534,587.61	$ 37.21
Recyclable Material 96-gallon	13,945	7,772		2,789	10561	$ 392,989.02	$ 37.21
Commingled Organics 20-gallon		-		-	0	$ -	N/A
Commingled Organics 32-gallon	4,333	2,415		867	3282	$ 122,109.82	$ 37.21
Commingled Organics 64-gallon	50,710	28,263		10,142	38405	$ 1,429,076.61	$ 37.21
Commingled Organics 96-gallon	20,201	11,259		4,040	15299	$ 569,291.59	$ 37.21
Commercial Food Scraps 32-gallon carts	1	1	419	0	420	$ 28.18	$ 0.07
Commercial Food Scraps 64-gallon carts	1,073	598	629	215	1441	$ 30,238.60	$ 20.98
Subtotal	215,737	120240.85	1048	43147.4	164436	$ 6,079,761.39	
Bins							
Solid Waste 1 cubic yards	531	80		11	90	$ 65,778.11	$ 728.55
Solid Waste 2 cubic yards	536	80		11	91	$ 66,397.49	$ 728.55
Solid Waste 3 cubic yards	408	61		8	69	$ 50,541.38	$ 728.55
Solid Waste 4 cubic yards	427	64		9	73	$ 52,895.02	$ 728.55
Solid Waste 5 cubic yards	9	1		0	2	$ 1,114.88	$ 728.55
Solid Waste 6 cubic yards	28	4		1	5	$ 3,468.53	$ 728.55
Solid Waste 8 cubic yards	25	4		1	4	$ 3,096.90	$ 728.55
Recyclable Material 1 cubic yards	265	40		5	45	$ 32,827.12	$ 728.55
Recyclable Material 2 cubic yards	662	99		13	113	$ 82,005.86	$ 728.55
Recyclable Material 3 cubic yards	378	57		8	64	$ 46,825.10	$ 728.55
Recyclable Material 4 cubic yards	516	77		10	88	$ 63,919.98	$ 728.55
Recyclable Material 5 cubic yards	7	1		0	1	$ 867.13	$ 728.55
Recyclable Material 6 cubic yards	41	6		1	7	$ 5,078.91	$ 728.55
Recyclable Material 8 cubic yards	40	6		1	7	$ 4,955.04	$ 728.55
Commingled Organics 1 cubic yards		0		0	0	$ -	N/A
Commingled Organics 2 cubic yards		0		0	0	$ -	N/A
Commingled Organics 3 cubic yards		0		0	0	$ -	N/A
Commingled Organics 4 cubic yards		0		0	0	$ -	N/A
Commingled Organics 5 cubic yards		0		0	0	$ -	N/A
Commingled Organics 6 cubic yards		0		0	0	$ -	N/A
Commercial Food Scraps 1 cubic yards	54	8		1	9	$ 6,689.30	$ 728.55
Commercial Food Scraps 2 cubic yards	102	15		2	17	$ 12,635.34	$ 728.55
Subtotal	4,029	604.47	0	80.58	685	$ 499,096.09	
Compactor Bins/Debris Boxes							
1.5 cubic yards	6	0		0	1	$ 2,707.47	$ 4,763.14
2 cubic yards					0		N/A
3 cubic yards					0		N/A
4 cubic yards					0		N/A
6 cubic yards					0		N/A
8 cubic yards					0		N/A
10 cubic yards	24	2		1	2	$ 10,829.87	$ 4,763.14
12 cubic yards	3	0		0	0	$ 1,353.73	$ 4,763.14
14 cubic yards	1	0		0	0	$ 451.24	$ 4,763.14
15 cubic yards	9	1		0	1	$ 4,061.20	$ 4,763.14
16 cubic yards	1	0		0	0	$ 451.24	$ 4,763.14
20 cubic yards	82	5		2	8	$ 37,002.06	$ 4,763.14
25 cubic yards	6	0		0	1	$ 2,707.47	$ 4,763.14
30 cubic yards	58	4		2	5	$ 26,172.19	$ 4,763.14
32 cubic yards		0		0	0	$ -	N/A
40 cubic yards	38	2		1	4	$ 17,147.29	$ 4,763.14
Subtotal	228	15	0	6.84	22	$ 102,883.77	
Other (specify):	17		17		17	$53,041	$ 3,120.05
Other (specify):					0		N/A
Subtotal	17	0	17	0	17	**$53,041**	
						$ 6,734,782.05	

Other	Description	
Offices		
Corporation Yard/Maintenance	Yard/Maintenance Improvements	$182,476
Container Storage Yard		
Shop Equipment	Shop Infrastrucre Improvements	$20,027
Fueling Equipment	Fueling Equipment Upgrades	$263,850
Computer and Office Equipment		
Other Capital		
Other (Specify): _____		
		$466,352
Total Container and Other Capital Costs		**$7,201,134**

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Alternatives Capital Requirements

Note to Proposer: Include only the incremental/decremental capital required above the base services.

REPORT FOR RY 1 (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS	Containers Alt 1: Re-label Carts	Recyclable Materials Alt 3: 2nd Recycling Cart	Organic Materials Alt 5: 2nd Organics Cart	HHW Alt 7: MFD Battery Collection	Public Litter Alt 8: Weekend Collection	Route Audits Alt 9: SB 1383 Route Audits
Additional Vehicles Above Base Services						
Collection Vehicles						
Side Load Solid Waste						
Side Load Recyclable Materials						
Side Load Commingled Organics			$ 50,551.00			
Side Load Commercial Food Scraps						
Rear Load Solid Waste						
Rear Load Recyclable Materials						
Rear Load Commingled Organics						
Rear Load Commercial Food Scraps						
Burro Solid Waste						
Burro Recyclable Materials						
Burro Organic Materials						
Subtotal	$ -	$ -	$ 50,551.00	$ -	$ -	$ -
Other Vehicles						
Pickup Trucks						
Container Distribution						
Mobile Service Truck						
Other (specify): _____						
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -
Total Incremental Vehicle Cost	**$ -**	**$ -**	**$ 50,551.00**	**$ -**	**$ -**	**$ -**
Additional Containers Above Base Services						
Carts						
Solid Waste 20-gallon						
Solid Waste 32-gallon						
Solid Waste 64-gallon						
Solid Waste 96-gallon						
Recyclable Material 32-gallon						
Recyclable Material 64-gallon						
Recyclable Material 96-gallon		$ 504,916.00				
Organic Materials 20-gallon						
Organic Materials 32-gallon						
Organic Materials 64-gallon						
Organic Materials 96-gallon			$ 509,460.44			
Commercial Food Scraps 32-gallon carts						
Commercial Food Scraps 64-gallon carts						
Subtotal	$ -	$ 504,916.00	$ 509,460.44	$ -	$ -	$ -
Other (specify):						
Other (specify):						
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -
Total Incremental Container Cost	**$ -**	**$ 504,916.00**	**$ 509,460.44**	**$ -**	**$ -**	**$ -**
Other Capital Costs Above Base Services						
ZEV Infrastructure/Site Improvements (excluding per vehicle costs)[1]						
[Proposer input here]						
[Proposer input here]						
[Proposer input here]						
[Proposer input here]						
[Proposer input here]						
[Proposer input here]						
[Proposer input here]						
[Proposer input here]						
Total Incremental Other Cost	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

[1] All per vehicle ZEV charging/fueling infrastructure should be included in Form 4a.

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Form 5

Summary of Proposed Costs **RecycleSmart**

Proposer Name: Republic Services

Note to proposer: No data input required for base services; costs are pulled automatically from Forms 6, and 6A through 6D.

REPORT FOR RY 1 (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS	Side Load/ Rear Load/ Burro (6A)							Front Load (6B)				Roll off (Form 6C)				Public Litter Containers (6D)	
	Solid Waste	Recyclable Materials	Commingled Organics	Commercial Food Scraps	Burro Route: Solid Waste	Burro Route: Recyclable Materials	Burro Route: Commingled Organics	Solid Waste	Recyclable Materials	Commingled Organics	Commercial Food Scraps	Solid Waste	Recyclable Materials	Commingled Organics	Commercial Food Scraps	Public Litter Containers	**BASE TOTAL**
Cost of Operations																	
Labor-Related Costs	$4,638,193	$4,995,114	$5,004,595	$0	$1,129,050	$1,129,050	$1,129,050	$2,003,515	$1,799,714	$220,042	$558,352	$1,540,132	$172,149	$429,933	$0	$0	$24,748,889
Vehicle-Related Costs	$822,638	$884,128	$879,305	$0	$174,826	$175,208	$187,950	$391,903	$359,287	$51,780	$151,168	$284,357	$40,935	$75,312	$0	$0	$4,478,798
Fuel Costs	$267,953	$290,719	$300,923	$0	$23,089	$23,608	$26,831	$136,366	$131,968	$16,266	$95,083	$81,539	$21,584	$17,653	$0	$0	$1,433,583
Other Costs	$255,571	$269,859	$266,196	$0	$68,467	$68,467	$86,472	$117,974	$106,086	$14,824	$32,859	$90,781	$10,137	$25,217	$0	$0	$1,412,911
Direct Depreciation	$1,202,735	$1,248,095	$1,122,068	$0	$176,614	$138,896	$168,219	$342,050	$341,446	$49,334	$336,381	$149,988	$109,096	$37,762	$0	$0	$5,422,684
Total Allocated Costs - Labor, Vehicle, Fuel & Other	$2,238,528	$2,376,709	$2,349,072	$0	$552,723	$552,723	$552,723	$967,265	$829,084	$138,181	$276,361	$701,064	$82,908	$252,383	$0	$0	$11,869,725
Total Allocated Costs - Depreciation & Start-Up	$58,700	$62,324	$61,599	$0	$14,494	$14,494	$14,494	$25,364	$21,741	$3,623	$7,247	$18,384	$2,174	$6,618	$0	$0	$311,257
Total Cost of Operations	$9,484,319	$10,126,948	$9,983,758	$0	$2,139,263	$2,102,446	$2,165,739	$3,984,438	$3,589,327	$494,051	$1,457,450	$2,866,245	$438,984	$844,878	$0	$0	$49,677,846
Profit	$1,417,197	$1,513,222	$1,491,826	$0	$319,660	$314,159	$323,616	$595,376	$536,336	$73,824	$217,780	$428,289	$65,595	$126,246	$0	$0	$7,423,126
Pass-Through Costs																	
Interest Expense	$271,717	$292,493	$305,149	$0	$28,102	$28,629	$45,965	$138,281	$133,821	$14,068	$96,419	$82,685	$21,887	$17,901	$0	$0	$1,477,117
Direct Lease Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Operating Yard and Lease Costs Allocated	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Pass-Through Costs	$271,717	$292,493	$305,149	$0	$28,102	$28,629	$45,965	$138,281	$133,821	$14,068	$96,419	$82,685	$21,887	$17,901	$0	$0	$1,477,117
Total Costs*	$11,173,233	$11,932,663	$11,780,733	$0	$2,487,026	$2,445,233	$2,535,320	$4,718,095	$4,259,484	$581,942	$1,771,649	$3,377,219	$526,467	$989,025	$0	$0	$58,578,089
Authority Reimbursement	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	$38,000,000
Total Costs plus Authority Reimbursement	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	$96,578,089
Net Margin on RY 1 Revenue	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	7.69%
*Amounts to tie to Forms 6A through 6E.																	

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Summary of Proposed Costs
Proposer Name: Republic Services

Note to proposer: No data input required for base services; costs a	Selected Alternative Proposals						
REPORT FOR RY 1 (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS	**Containers** Alt 1: Re-label Carts[1]	**Recyclable Materials** Alt 3: 2nd Recycling Cart[3]	**Organic Materials** Alt 5: 2nd Organics Cart[5]	**HHW** Alt 7: MFD Battery Collection[7]	**Public Litter Containers** Alt 8: Weekend Collection[8]	**SB 1383 Route Audits** Alt 9: SB 1383 Route Audits[9]	**COMBINED TOTAL**
Cost of Operations							
Labor-Related Costs		$120,252	$83,316	$27,490	$56,024		$25,035,972
Vehicle-Related Costs		$47,814	$49,325		$30,006		$4,605,943
Fuel Costs		$0			$6,712		$1,440,295
Other Costs		$4,831	$22,105	$8,508			$1,448,355
Direct Depreciation	$0	$50,492	$101,497	$0	$0	$0	$5,574,673
Total Allocated Costs - Labor, Vehicle, Fuel & Other							$11,869,725
Total Allocated Costs - Depreciation & Start-Up	$107,056						$418,312
Total Cost of Operations	$107,056	$223,389	$256,243	$35,998	$92,742	$0	$50,393,274
Profit	$15,997	$33,380	$38,289	$5,379	$13,858	$0	$7,530,030
Pass-Through Costs							
Interest Expense		$12,497	$25,121				$1,514,734
Direct Lease Costs							$0
Total Operating Yard and Lease Costs Allocated							$0
Total Pass-Through Costs	$0	$12,497	$25,121	$0	$0	$0	$1,514,734
Total Costs*	$123,053	$269,266	$319,653	$41,378	$106,600	$0	$59,438,038
Authority Reimbursement	- - -	- - -	- - -	- - -	- - -	- - -	$38,000,000
Total Costs plus Authority Reimbursement	$123,053	$269,266	$319,653	$41,378	$106,600	$0	$97,438,038
Net Margin on RY 1 Revenue	13%	12%	12%	13%	13%	0%	7.73%
*Amounts to tie to Forms 6A through 6E.							

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Collection Cost Proposal **RecycleSmart**

Proposer Name: Republic Services

Form 6

Note to proposer: No data input required for base services; costs are pulled automatically from Forms 6A through 6D.

SUMMARY (Total Costs from Forms 6A through 6E)		Rate Period One REPORT FOR RY 1 (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS
		Proposed 10-Year Cost Scenario
Labor-Related Costs (include regular & pool personnel)		
Regular Wages		$8,783,911
Overtime Wages (1.5x)		$3,294,123
Overtime Wages (2.5x+)		$0
Reassignment Wages		$950,775
Holiday Wages		$646,879
Vacation Wages		$539,064
Sick Leave Wages		$539,064
Workers Compensation Insurance Premiums		$789,536
Workers Compensation Claims		$526,357
Health & Welfare		$4,407,165
Pension/ Retirement Benefits		$1,905,577
Payroll Taxes		$1,351,681
Other (Subject to CBA)		$540,458
Other (Not Subject to CBA)		$474,299
Total Labor Related-Costs		$24,748,889
Vehicle-Related Costs (do **not** include depreciation)		
Tires & Tubes		$442,319
Parts & Supplies (fluid, oil, etc.,)		$1,464,442
Taxes & Licenses		$340,362
Equipment Rental		$259,742
Materials and Supplies		$12,053
Hardware		$38,244
Oil & Lube		$198,757
Outside Repairs		$1,395,340
Truck Washing		$94,219
Shop Cleaning		$156,072
Shop Supplies		$61,076
Shop Small Tools		$16,171
Total Vehicle-Related Costs		$4,478,798
Fuel Costs		
Compressed Natural Gas		$1,194,930
Diesel		$238,654
Electricity		$0
Hydrogen		$0
Total Fuel Costs		$1,433,583
Other Costs		
Liability & Property Damage Insurance		$372,342
Equipment Insurance		$656,580
Medical Testing		$24,823
Training & Safety Programs		$74,468
First Aid		$148,937
Uniforms		$135,761
Yard Rent		$0
Performance Bond Costs		$0
Total Other Costs		$1,412,911
Direct Depreciation		
Container Depreciation		$668,468
Route Vehicle Depreciation		$4,754,215
Other Depreciation		$0
Total Direct Depreciation		$5,422,684
Allocated Costs - **Labor, Vehicle, Fuel & Other Costs**		
From General and Administrative (6E)		$9,008,932
From Vehicle Maintenance (6E)		$2,260,967
From Container Maintenance (6E)		$599,826
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs		$11,869,725
Allocated Costs - **Depreciation and Start-Up Costs**		
From General and Administrative (6E)		$229,694
From Vehicle Maintenance (6E)		$16,313
From Container Maintenance (6E)		$65,250
Total Allocated Costs - Depreciation and Start-Up Costs		$311,257
Total Cost of Operations		$49,677,846
Gross Operating Ratio (% Operating Ratio; i.e., 90%):	87 %	$7,423,126
Pass-Through Costs		
Interest Expense		$1,477,117
Direct Lease Costs		
Route Vehicles		$0
Other (Please List)		$0
Total Direct Lease Costs		$0
Allocated Operating Yard and Lease Costs		
From General and Administrative (6E)		$0
From Vehicle Maintenance (6E)		$0
From Container Maintenance (6E)		$0
Total Allocated Operating Yard and Lease Costs		$0
Total Pass-Through Costs		$1,477,117
Total Costs		**$58,578,089**
Authority Reimbursement		$38,000,000
Total Costs Plus Authority Reimbursement		**$96,578,089**
Net Margin on RY 1 Revenue	7.69 %	$7,423,126

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Detailed Collection Cost Proposal Information
Proposer Name: Republic Services

Form 6A

RecycleSmart

Note to proposer: Input data in yellow shaded areas only in 2025 dollars.

Side Load/Rear Load Service	Rate Period (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS: Solid Waste	Recyclable Materials	Commingled Organics	Commercial Food Scraps	Burro Route: Solid Waste	Burro Route: Recyclable Materials	Burro Route: Commingled Organics	Subtotal
Labor-Related Costs (include regular & pool personnel)								
Regular Wages	$1,640,928	$1,777,373	$1,782,032	$0	$400,392	$400,392	$400,392	$6,401,508
Overtime Wages (1.5x)	$615,393	$666,515	$668,340	$0	$150,147	$150,147	$150,147	$2,400,688
Overtime Wages (2.5x+)								$0
Reassignment Wages	$180,440	$179,641	$176,886	$0	$44,102	$44,102	$44,102	$669,273
Holiday Wages	$120,847	$130,886	$131,244	$0	$29,485	$29,485	$29,485	$471,432
Vacation Wages	$100,705	$109,071	$109,370	$0	$24,571	$24,571	$24,571	$392,858
Sick Leave Wages	$100,705	$109,071	$109,370	$0	$24,571	$24,571	$24,571	$392,858
Workers Compensation Insurance Premiums	$147,497	$159,750	$160,188	$0	$35,987	$35,987	$35,987	$575,398
Workers Compensation Claims	$98,332	$106,500	$106,792	$0	$23,991	$23,991	$23,991	$383,598
Health & Welfare	$823,326	$891,722	$894,164	$0	$200,880	$200,880	$200,880	$3,211,850
Pension/ Retirement Benefits	$355,991	$385,564	$386,620	$0	$86,857	$86,857	$86,857	$1,388,745
Payroll Taxes	$252,515	$273,492	$274,241	$0	$61,610	$61,610	$61,610	$985,077
Other (Subject to CBA)	$111,532	$109,454	$109,563		$24,799	$24,799	$24,799	$404,945
Other (Not Subject to CBA)	$89,982	$96,075	$95,786	$0	$21,659	$21,659	$21,659	$346,821
Total Labor Related-Costs	$4,638,193	$4,995,114	$5,004,595	$0	$1,129,050	$1,129,050	$1,129,050	$18,025,053
Vehicle-Related Costs (do **not** include depreciation)								
Tires & Tubes	$81,969	$86,913	$85,376	$0	$20,034	$20,034	$20,034	$314,361
Parts & Supplies (fluid, oil, etc.,)	$271,394	$287,737	$282,676	$0	$66,332	$66,332	$66,332	$1,040,805
Taxes & Licenses	$57,618	$65,427	$67,556	$0	$8,640	$8,757	$19,851	$227,848
Equipment Rental	$48,500	$52,751	$54,467	$0	$4,179	$4,273	$4,856	$169,027
Materials and Supplies	$2,233	$2,370	$2,326	$0	$546	$546	$546	$8,565
Hardware	$7,141	$7,767	$8,020	$0	$615	$629	$715	$24,887
Oil & Lube	$37,112	$40,366	$41,679	$0	$3,198	$3,270	$3,716	$129,341
Outside Repairs	$258,585	$274,165	$269,334	$0	$63,202	$63,202	$63,202	$991,689
Truck Washing	$17,461	$18,512	$18,187	$0	$4,268	$4,268	$4,268	$66,963
Shop Cleaning	$27,264	$32,166	$33,212	$0	$2,548	$2,606	$2,961	$100,757
Shop Supplies	$10,342	$12,669	$13,081	$0	$1,004	$1,026	$1,166	$39,289
Shop Small Tools	$3,019	$3,284	$3,391	$0	$260	$266	$302	$10,523
Total Vehicle-Related Costs	$822,638	$884,128	$879,305	$0	$174,826	$175,208	$187,950	$3,124,056
Fuel Costs								
Compressed Natural Gas	$223,346	$242,322	$250,827	$0	$19,245	$19,678	$22,364	$777,783
Diesel	$44,607	$48,397	$50,096	$0	$3,844	$3,930	$4,467	$155,340
Electricity								$0
Hydrogen								$0
Total Fuel Costs	$267,953	$290,719	$300,923	$0	$23,089	$23,608	$26,831	$933,124
Other Costs								
Liability & Property Damage Insurance	$69,120	$72,962	$71,993	$0	$16,894	$16,894	$16,894	$264,756
Equipment Insurance	$115,199	$121,604	$119,988	$0	$34,158	$34,158	$52,163	$477,270
Medical Testing	$4,608	$4,864	$4,800	$0	$1,126	$1,126	$1,126	$17,650
Training & Safety Programs	$13,824	$14,592	$14,399	$0	$3,379	$3,379	$3,379	$52,951
First Aid	$27,648	$29,185	$28,797	$0	$6,758	$6,758	$6,758	$105,902
Uniforms	$25,173	$26,652	$26,219	$0	$6,153	$6,153	$6,153	$96,502
Yard Rent	$0	$0	$0	$0	$0	$0	$0	$0
Performance Bond Costs	$0	$0	$0	$0	$0	$0	$0	$0
Total Other Costs	$255,571	$269,859	$266,196	$0	$68,467	$68,467	$86,472	$1,015,032
Direct Depreciation								
Container Depreciation	$177,578	$181,962	$199,428	$0	$15,301	$15,646	$17,782	$607,697
Route Vehicle Depreciation	$1,025,156	$1,066,133	$922,641	$0	$161,313	$123,250	$150,438	$3,448,929
Other Depreciation								$0
Total Direct Depreciation	$1,202,735	$1,248,095	$1,122,068	$0	$176,614	$138,896	$168,219	$4,056,626
Allocated Costs - **Labor, Vehicle, Fuel & Other Costs**								
From General and Administrative (6E)	$1,699,007	$1,803,884	$1,782,909	$0	$419,508	$419,508	$419,508	$6,544,323
From Vehicle Maintenance (6E)	$426,399	$452,720	$447,456	$0	$105,284	$105,284	$105,284	$1,642,425
From Container Maintenance (6E)	$113,122	$120,105	$118,708	$0	$27,931	$27,931	$27,931	$435,729
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	$2,238,528	$2,376,709	$2,349,072	$0	$552,723	$552,723	$552,723	$8,622,478
Allocated Costs - **Depreciation and Start-Up Costs**								
From General and Administrative (6E)	$43,318	$45,992	$45,457	$0	$10,696	$10,696	$10,696	$166,856
From Vehicle Maintenance (6E)	$3,076	$3,266	$3,228	$0	$760	$760	$760	$11,850
From Container Maintenance (6E)	$12,306	$13,065	$12,913	$0	$3,038	$3,038	$3,038	$47,399
Total Allocated Costs - Depreciation and Start-Up Costs	$58,700	$62,324	$61,599	$0	$14,494	$14,494	$14,494	$226,105
Total Cost of Operations	$9,484,319	$10,126,948	$9,983,758	$0	$2,139,263	$2,102,446	$2,165,739	$36,002,473
Profit (Enter % Operating Ratio; i.e. 95%): 87.00 %	$1,417,197	$1,513,222	$1,491,826	$0	$319,660	$314,159	$323,616	$5,379,680
Pass-Through Costs								
Interest Expense								$972,055
	$271,717	$292,493	$305,149	$0	$28,102	$28,629	$45,965	
Direct Lease Costs								
Route Vehicles								$0
Other (Please List)								$0
Total Direct Lease Costs	$0	$0	$0	$0	$0	$0	$0	$0
Allocated Operating Yard and Lease Costs								
From General and Administrative (6E)	$0	$0	$0	$0	$0	$0	$0	$0
From Vehicle Maintenance (6E)	$0	$0	$0	$0	$0	$0	$0	$0
From Container Maintenance (6E)	$0	$0	$0	$0	$0	$0	$0	$0
Total Allocated Operating Yard and Lease Costs	$0	$0	$0	$0	$0	$0	$0	$0
Total Pass-Through Costs	$271,717	$292,493	$305,149	$0	$28,102	$28,629	$45,965	$972,055
Total Cost	**$11,173,233**	**$11,932,663**	**$11,780,733**	**$0**	**$2,487,026**	**$2,445,233**	**$2,535,320**	**$42,354,208**

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Detailed Collection Cost Proposal Information Form 6B **RecycleSmart**

Proposer Name: Republic Services

Note to proposer: Input data in yellow shaded areas only in 2025 dollars.

Front Load Service	Rate Period (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS Solid Waste	Recyclable Materials	Commingled Organics	Commercial Food Scraps	Subtotal
Labor-Related Costs (include regular & pool personnel)					
Regular Wages	$709,974	$638,432	$77,167	$197,744	$1,623,316
Overtime Wages (1.5x)	$266,240	$239,412	$28,971	$74,154	$608,777
Overtime Wages (2.5x+)					$0
Reassignment Wages	$83,293	$74,900	$11,055	$23,199	$192,447
Holiday Wages	$52,283	$47,014	$5,689	$14,562	$119,548
Vacation Wages	$43,569	$39,178	$4,741	$12,135	$99,623
Sick Leave Wages	$43,569	$39,178	$4,741	$12,135	$99,623
Workers Compensation Insurance Premiums	$63,812	$57,382	$6,944	$17,773	$145,912
Workers Compensation Claims	$42,542	$38,255	$4,629	$11,849	$97,275
Health & Welfare	$356,199	$320,306	$38,760	$99,210	$814,475
Pension/ Retirement Benefits	$154,014	$138,495	$16,759	$42,896	$352,164
Payroll Taxes	$109,247	$98,238	$11,888	$30,428	$249,800
Other (Subject to CBA)	$40,745	$34,924	$4,547	$11,641	$91,858
Other (Not Subject to CBA)	$38,030	$33,998	$4,152	$10,626	$86,806
Total Labor Related-Costs	$2,003,515	$1,799,714	$220,042	$558,352	$4,581,623
Vehicle-Related Costs (do **not** include depreciation)					
Tires & Tubes	$37,838	$34,025	$5,102	$10,539	$87,503
Parts & Supplies (fluid, oil, etc.,)	$125,278	$112,654	$16,867	$34,893	$289,693
Taxes & Licenses	$30,613	$29,626	$3,815	$21,346	$85,400
Equipment Rental	$24,682	$23,886	$3,076	$17,210	$68,855
Materials and Supplies	$1,031	$927	$141	$287	$2,386
Hardware	$3,634	$3,517	$453	$2,534	$10,138
Oil & Lube	$18,887	$18,278	$2,354	$13,169	$52,688
Outside Repairs	$119,365	$107,337	$16,080	$33,246	$276,028
Truck Washing	$8,060	$7,248	$1,085	$2,245	$18,638
Shop Cleaning	$15,050	$14,565	$1,876	$10,494	$41,985
Shop Supplies	$5,928	$5,737	$739	$4,133	$16,537
Shop Small Tools	$1,537	$1,487	$192	$1,071	$4,287
Total Vehicle-Related Costs	$391,903	$359,287	$51,780	$151,168	$954,138
Fuel Costs					
Compressed Natural Gas	$113,664	$109,999	$13,558	$79,255	$316,476
Diesel	$22,701	$21,969	$2,708	$15,829	$63,207
Electricity					$0
Hydrogen					$0
Total Fuel Costs	$136,366	$131,968	$16,266	$95,083	$379,683
Other Costs					
Liability & Property Damage Insurance	$31,906	$28,691	$3,989	$8,887	$73,473
Equipment Insurance	$53,177	$47,819	$6,648	$14,811	$122,454
Medical Testing	$2,127	$1,913	$266	$592	$4,898
Training & Safety Programs	$6,381	$5,738	$798	$1,777	$14,695
First Aid	$12,762	$11,476	$1,595	$3,555	$29,389
Uniforms	$11,620	$10,449	$1,529	$3,236	$26,835
Yard Rent					$0
Performance Bond Costs					$0
Total Other Costs	$117,974	$106,086	$14,824	$32,859	$271,743
Direct Depreciation					
Container Depreciation	$18,728	$18,124	$0	$13,058	$49,910
Route Vehicle Depreciation	$323,322	$323,322	$49,334	$323,322	$1,019,302
Other Depreciation					$0
Total Direct Depreciation	$342,050	$341,446	$49,334	$336,381	$1,069,211
Allocated Costs - **Labor, Vehicle, Fuel & Other Costs**					
From General and Administrative (6E)	$734,139	$629,262	$104,877	$209,754	$1,678,032
From Vehicle Maintenance (6E)	$184,246	$157,926	$26,321	$52,642	$421,135
From Container Maintenance (6E)	$48,880	$41,897	$6,983	$13,966	$111,725
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	$967,265	$829,084	$138,181	$276,361	$2,210,892
Allocated Costs - **Depreciation and Start-Up Costs**					
From General and Administrative (6E)	$18,718	$16,044	$2,674	$5,348	$42,784
From Vehicle Maintenance (6E)	$1,329	$1,139	$190	$380	$3,038
From Container Maintenance (6E)	$5,317	$4,558	$760	$1,519	$12,154
Total Allocated Costs - Depreciation and Start-Up Costs	$25,364	$21,741	$3,623	$7,247	$57,976
Total Cost of Operations	$3,984,438	$3,589,327	$494,051	$1,457,450	$9,525,266
Profit (Enter % Operating Ratio; i.e. 95%): 87.00 %	$595,376	$536,336	$73,824	$217,780	$1,423,316
Pass-Through Costs					
Interest Expense	$138,281	$133,821	$14,068	$96,419	$382,589
Direct Lease Costs					
Route Vehicles					$0
Other (Please List)					$0
Total Direct Lease Costs	$0	$0	$0	$0	$0
Allocated Operating Yard and Lease Costs					
From General and Administrative (6E)	$0	$0	$0	$0	$0
From Vehicle Maintenance (6E)	$0	$0	$0	$0	$0
From Container Maintenance (6E)	$0	$0	$0	$0	$0
Total Allocated Operating Yard and Lease Costs	$0	$0	$0	$0	$0
Total Pass-Through Costs	$138,281	$133,821	$14,068	$96,419	$382,589
Total Cost	**$4,718,095**	**$4,259,484**	**$581,942**	**$1,771,649**	**$11,331,171**

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Detailed Collection Cost Proposal Information Form 6D **RecycleSmart**

Proposer Name: Republic Services

Note to proposer: Input data in yellow shaded areas only in 2025 dollars.

Roll-Off Service	Rate Period (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS Solid Waste	Recyclable Materials	Commingled Organics	Commercial Food Scraps	Subtotal
Labor-Related Costs (include regular & pool personnel)					
Regular Wages	$546,323	$61,007	$151,757		$759,087
Overtime Wages (1.5x)	$204,871	$22,878	$56,909		$284,658
Overtime Wages (2.5x+)					$0
Reassignment Wages	$64,094	$7,157	$17,804		$89,055
Holiday Wages	$40,231	$4,493	$11,175		$55,899
Vacation Wages	$33,526	$3,744	$9,313		$46,583
Sick Leave Wages	$33,526	$3,744	$9,313		$46,583
Workers Compensation Insurance Premiums	$49,104	$5,483	$13,640		$68,227
Workers Compensation Claims	$32,736	$3,656	$9,093		$45,485
Health & Welfare	$274,095	$30,608	$76,137		$380,840
Pension/ Retirement Benefits	$118,513	$13,234	$32,920		$164,668
Payroll Taxes	$84,065	$9,387	$23,351		$116,804
Other (Subject to CBA)	$29,947	$3,492	$10,216		$43,655
Other (Not Subject to CBA)	$29,100	$3,267	$8,305		$40,672
Total Labor Related-Costs	$1,540,132	$172,149	$429,933	$0	$2,142,214
Vehicle-Related Costs (do **not** include depreciation)					
Tires & Tubes	$29,116	$3,251	$8,088		$40,455
Parts & Supplies (fluid, oil, etc.,)	$96,401	$10,765	$26,778		$133,944
Taxes & Licenses	$18,305	$4,845	$3,963		$27,114
Equipment Rental	$14,759	$3,907	$3,195		$21,861
Materials and Supplies	$793	$89	$220		$1,102
Hardware	$2,173	$575	$470		$3,219
Oil & Lube	$11,293	$2,989	$2,445		$16,728
Outside Repairs	$91,851	$10,257	$25,514		$127,622
Truck Washing	$6,202	$693	$1,723		$8,618
Shop Cleaning	$8,999	$2,382	$1,948		$13,330
Shop Supplies	$3,545	$938	$767		$5,250
Shop Small Tools	$919	$243	$199		$1,361
Total Vehicle-Related Costs	$284,357	$40,935	$75,312	$0	$400,604
Fuel Costs					
Compressed Natural Gas	$67,965	$17,991	$14,714		$100,670
Diesel	$13,574	$3,593	$2,939		$20,106
Electricity					$0
Hydrogen					$0
Total Fuel Costs	$81,539	$21,584	$17,653	$0	$120,777
Other Costs					
Liability & Property Damage Insurance	$24,552	$2,742	$6,820		$34,113
Equipment Insurance	$40,920	$4,569	$11,367		$56,856
Medical Testing	$1,637	$183	$455		$2,274
Training & Safety Programs	$4,910	$548	$1,364		$6,823
First Aid	$9,821	$1,097	$2,728		$13,645
Uniforms	$8,942	$998	$2,484		$12,424
Yard Rent					$0
Performance Bond Costs					$0
Total Other Costs	$90,781	$10,137	$25,217	$0	$126,135
Direct Depreciation					
Container Depreciation	$6,996	$1,852	$2,014		$10,862
Route Vehicle Depreciation	$142,992	$107,244	$35,748		$285,984
Other Depreciation					$0
Total Direct Depreciation	$149,988	$109,096	$37,762	$0	$296,846
Allocated Costs - **Labor, Vehicle, Fuel & Other Costs**					
From General and Administrative (6E)	$532,096	$62,926	$191,555	$0	$786,577
From Vehicle Maintenance (6E)	$133,540	$15,793	$48,074	$0	$197,407
From Container Maintenance (6E)	$35,428	$4,190	$12,754	$0	$52,371
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	$701,064	$82,908	$252,383	$0	$1,036,355
Allocated Costs - **Depreciation and Start-Up Costs**					
From General and Administrative (6E)	$13,566	$1,604	$4,884	$0	$20,055
From Vehicle Maintenance (6E)	$963	$114	$347	$0	$1,424
From Container Maintenance (6E)	$3,854	$456	$1,387	$0	$5,697
Total Allocated Costs - Depreciation and Start-Up Costs	$18,384	$2,174	$6,618	$0	$27,176
Total Cost of Operations	$2,866,245	$438,984	$844,878	$0	$4,150,107
Profit (Enter % Operating Ratio; i.e. 95%): 87.00 %	$428,289	$65,595	$126,246	$0	$620,131
Pass-Through Costs					
Interest Expense	$82,685	$21,887	$17,901		$122,473
Direct Lease Costs					
Route Vehicles					$0
Other (Please List)					$0
Total Direct Lease Costs	$0	$0	$0	$0	$0
Allocated Operating Yard and Lease Costs					
From General and Administrative (6E)	$0	$0	$0	$0	$0
From Vehicle Maintenance (6E)	$0	$0	$0	$0	$0
From Container Maintenance (6E)	$0	$0	$0	$0	$0
Total Allocated Operating Yard and Lease Costs	$0	$0	$0	$0	$0
Total Pass-Through Costs	$82,685	$21,887	$17,901	$0	$122,473
Total Cost	**$3,377,219**	**$526,467**	**$989,025**	**$0**	**$4,892,711**

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Detailed Collection Cost Proposal Information Form 6D **RecycleSmart**

Proposer Name: Republic Services

Note to proposer: Input data in yellow shaded areas only in 2025 dollars.

	Rate Period REPORT FOR RY 1 (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS	
Public Litter Containers	**Public Litter Containers**	**Subtotal**
Labor-Related Costs (include regular & pool personnel)		
Regular Wages		$0
Overtime Wages (1.5x)		$0
Overtime Wages (2.5x+)		$0
Reassignment Wages		$0
Holiday Wages		$0
Vacation Wages		$0
Sick Leave Wages		$0
Workers Compensation Insurance Premiums		$0
Workers Compensation Claims		$0
Health & Welfare		$0
Pension/ Retirement Benefits		$0
Payroll Taxes		$0
Other (Subject to CBA)		$0
Other (Not Subject to CBA)		$0
Total Labor Related-Costs	$0	$0
Vehicle-Related Costs (do **not** include depreciation)		
Tires & Tubes		$0
Parts & Supplies (fluid, oil, etc.,)		$0
Taxes & Licenses		$0
Equipment Rental		$0
Materials and Supplies		$0
Hardware		$0
Oil & Lube		$0
Outside Repairs		$0
Truck Washing		$0
Shop Cleaning		$0
Shop Supplies		$0
Shop Small Tools		$0
Total Vehicle-Related Costs	$0	$0
Fuel Costs		
Compressed Natural Gas		$0
Diesel		$0
Electricity		$0
Hydrogen		$0
Total Fuel Costs	$0	$0
Other Costs		
Liability & Property Damage Insurance		$0
Equipment Insurance		$0
Medical Testing		$0
Training & Safety Programs		$0
First Aid		$0
Uniforms		$0
Yard Rent		$0
Performance Bond Costs		$0
Total Other Costs	$0	$0
Direct Depreciation		
Container Depreciation		$0
Route Vehicle Depreciation		$0
Other Depreciation		$0
Total Direct Depreciation	$0	$0
Allocated Costs - **Labor, Vehicle, Fuel & Other Costs**		
From General and Administrative (6E)	$0	$0
From Vehicle Maintenance (6E)	$0	$0
From Container Maintenance (6E)	$0	$0
Total Allocated Costs - Labor, Vehicle, Fuel & Other Costs	$0	$0
Allocated Costs - **Depreciation and Start-Up Costs**		
From General and Administrative (6E)	$0	$0
From Vehicle Maintenance (6E)	$0	$0
From Container Maintenance (6E)	$0	$0
Total Allocated Costs - Depreciation and Start-Up Costs	$0	$0
Total Cost of Operations	$0	$0
Profit (Enter % Operating Ratio; i.e. 95%): 87.00 %	$0	$0
Pass-Through Costs		
Interest Expense		$0
Direct Lease Costs		
Route Vehicles		$0
Other (Please List)		$0
Total Direct Lease Costs	$0	$0
Allocated Operating Yard and Lease Costs		
From General and Administrative (6E)	$0	$0
From Vehicle Maintenance (6E)	$0	$0
From Container Maintenance (6E)	$0	$0
Total Allocated Operating Yard and Lease Costs	$0	$0
Total Pass-Through Costs	$0	$0
Total Cost	**$0**	**$0**

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Detailed Collection Cost Proposal Information **RecycleSmart**

Proposer Name: Republic Services

Form 6F

Note to proposer: Input data in yellow shaded areas only in 2025 dollars.

PROPOSED ALLOCATED COST	Rate Period (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS General and Administrative	Vehicle Maintenance	Container Maintenance	Subtotal
Labor-Related Costs (include non-route personnel only)				
Regular Wages	$2,814,273	$810,483	$175,442	$3,800,198
Overtime Wages	$204,637	$179,952	$43,860	$428,449
Holiday Wages	$129,929	$40,924	$9,686	$180,538
Vacation Wages	$124,346	$60,662	$9,998	$195,007
Sick Leave Wages	$82,898	$40,441	$6,665	$130,004
Workers Compensation Insurance Premiums	$0	$0	$0	$0
Workers Compensation Claims	$0	$0	$0	$0
Health & Welfare	$102,471	$357,588	$87,783	$547,841
Pension/ Retirement Benefits	$140,153	$349,520	$87,783	$577,456
Payroll Taxes	$208,043	$110,531	$25,785	$344,359
Municipal Contract Manager (Labor and Benefits)	$199,742	$0	$0	$199,742
Sustainability Advisors (Labor and Benefits)	$77,625	$0	$0	$77,625
Total Labor Related-Costs	$4,084,117	$1,950,101	$447,001	$6,481,219
Vehicle-Related Costs				
Tires & Tubes	$1,392	$5,828	$0	$7,220
Parts & Supplies (fluid, oil, etc.,)	$228	$1,307	$707	$2,242
Taxes & Licenses	$1,035	$1,501	$0	$2,536
Equipment Rental	$0	$0	$0	$0
Materials and Supplies	$1,078	$1,307	$26,513	$28,897
Hardware	$0	$0	$0	$0
Oil & Lube	$0	$0	$0	$0
Outside Repairs	$3,416	$6,037	$25,667	$35,119
Truck Washing	$0	$0	$20,947	$20,947
Shop Cleaning	$0	$2,309	$80	$2,388
Shop Supplies	$0	$1,307	$0	$1,307
Shop Small Tools	$0	$0	$0	$0
Total Vehicle-Related Costs	$7,148	$19,595	$73,913	$100,656
Fuel Costs				
Compressed Natural Gas				$0
Diesel	$118,820	$21,550	$4,709	$145,079
Electricity				$0
Hydrogen				$0
Total Fuel Costs	$118,820	$21,550	$4,709	$145,079
Other Costs				
Liability & Property Damage Insurance	$0	$0	$0	$0
Equipment Insurance	$0	$0	$0	$0
Medical Testing	$0	$0	$0	$0
Training & Safety Programs	$0	$0	$0	$0
First Aid	$0	$0	$0	$0
Uniforms	$0	$5,336	$0	$5,336
Yard Rent	$584,936	$0	$0	$584,936
Performance Bond Costs	$112,658	$0	$0	$112,658
Accounting Services	$763,404	$0	$0	$763,404
Advertising	$104,764	$0	$0	$104,764
Bad Debt	$301,113	$0	$0	$301,113
Bank Charges	$314,615	$0	$0	$314,615
Bank Charges-CPCFA	$0	$0	$0	$0
Building Security	$74,269	$0	$0	$74,269
Business Licenses	$5,000	$0	$0	$5,000
Consulting Services	$51,752	$0	$0	$51,752
Container Replacements*	$0	$0	$0	$0
Continuing Education	$8,000	$0	$0	$8,000
Contract Services	$294,997	$0	$0	$294,997
Contributions	$156,429	$0	$0	$156,429
Dues & Subscriptions	$43,020	$0	$0	$43,020
Insurance - General Liability	$0			$0
Janitorial Services	$72,484			$72,484
Legal Services	$74,453	$0	$0	$74,453
Meals & Entertainment	$63,362	$0	$0	$63,362
Office Equipment Expense	$32,828	$0	$0	$32,828
Part Time Office	$0	$0	$0	$0
Office Supplies	$20,000	$0	$0	$20,000
Payroll Processing Fees	$25,000	$0	$0	$25,000
Mailing Services	$40,000	$0	$0	$40,000
Postage	$62,703	$0	$0	$62,703
Annual Public Education and Outreach	$309,465	$0	$0	$309,465
Promotion	$10,000	$0	$0	$10,000
Repairs & Maintenance - Office	$30,000	$0	$0	$30,000
Rent - Office	$94,968	$0	$0	$94,968
Rent - Yard	$70,553	$0	$0	$70,553
Taxes - Property State & Federal	$20,000	$0	$0	$20,000
Travel	$35,880	$0	$0	$35,880
Gas & Electricity	$123,848	$0	$0	$123,848
Telephone	$43,910	$0	$0	$43,910
Water	$53,078	$0	$0	$53,078
Wages - Office & Admin.	$469,573	$0	$0	$469,573
FICA - Employer's Contribution	$32,870	$110,160	$30,918	$173,948
FUI - Employer's Contribution	$16,435	$55,080	$15,459	$86,974
SUI - Employer's Contribution	$16,435	$55,080	$15,459	$86,974
Employee Benefits	$65,740	$33,048	$9,275	$108,064
Payroll Insurance W/C Admin	$16,435	$11,016	$3,092	$30,543
Sewer Expense	$89,559	$0	$0	$89,559
Yard Maintenance	$94,311	$0	$0	$94,311
Total Other Costs	$4,798,847	$269,721	$74,203	$5,142,771
Total Labor, Vehicle, Fuel, and Other Costs	$9,008,932	$2,260,967	$599,826	$11,869,725
Depreciation (non-route specific) and Start-Up Costs				
Vehicle Depreciation (non-route vehicles)	$85,200	$16,313	$65,250	$166,763
Other Depreciation	$51,939			$51,939
Procurement Cost Reimbursement				$0
Start-up Costs (Not related to Public Education - See Form 4)	$92,554			$92,554
Total Depreciation and Start-Up Costs	$229,694	$16,313	$65,250	$311,257
Operating Yard and Lease Costs				
Facility Costs: Development Costs as Applicable				$0
Operating Yard Expenses and/or Lease Cost				$0
Lease Costs to Authority as Applicable				$0
Total Lease Costs	$0	$0	$0	$0
Total Costs to be Allocated	$9,238,626	$2,277,280	$665,076	$12,180,981

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Detailed Collection Cost Proposal Information **RecycleSmart**

Proposer Name: Republic Services

Form 6F

Note to proposer: Input data in yellow shaded areas only in 2025 dollars.

		Rate Period (12-MONTH PERIOD ENDING FEB. 29, 2028) IN 2025 DOLLARS			
PROPOSED ALLOCATED COST		**General and Administrative**	**Vehicle Maintenance**	**Container Maintenance**	**Subtotal**
Labor, Vehicle, Fuel, & Other Costs Allocated Out	Percentage				
To Side Load/ Rear Load Solid Waste (6A)	18.86%	$1,699,007	$426,399	$113,122	$2,238,528
To Side Load/ Rear Load Recyclable Materials (6A)	20.02%	$1,803,884	$452,720	$120,105	$2,376,709
To Side Load/ Rear Load Commingled Organics (6A)	19.79%	$1,782,909	$447,456	$118,708	$2,349,072
To Side Load/ Rear Load Commercial Food Scraps (6A)	0.00%	$0	$0	$0	$0
To Burro Solid Waste (6A)	4.66%	$419,508	$105,284	$27,931	$552,723
To Burro Recyclable Materials (6A)	4.66%	$419,508	$105,284	$27,931	$552,723
To Burro Commingled Organics (6A)	4.66%	$419,508	$105,284	$27,931	$552,723
To Front Load Solid Waste (6B)	8.15%	$734,139	$184,246	$48,880	$967,265
To Front Load Recyclable Materials (6B)	6.98%	$629,262	$157,926	$41,897	$829,084
To Front Load Commingled Organics (6B)	1.16%	$104,877	$26,321	$6,983	$138,181
To Front Load Commercial Food Scraps (6B)	2.33%	$209,754	$52,642	$13,966	$276,361
To Roll-Off Solid Waste (6C)	5.91%	$532,096	$133,540	$35,428	$701,064
To Roll-Off Recyclable Materials (6C)	0.70%	$62,926	$15,793	$4,190	$82,908
To Roll-Off Commingled Organics(6C)	2.13%	$191,555	$48,074	$12,754	$252,383
To Roll-Off Food Scraps (6C)	0.00%	$0	$0	$0	$0
To Public Litter Containers (6D)	0.00%	$0	$0	$0	$0
Total Labor, Vehicle, Fuel & Other Costs Allocated Out	100.00%	$9,008,932	$2,260,967	$599,826	$11,869,725
Depreciation and Start-Up Costs Allocated Out					
To Side Load/ Rear Load Solid Waste (6A)	18.86%	$43,318	$3,076	$12,306	$58,700
To Side Load/ Rear Load Recyclable Materials (6A)	20.02%	$45,992	$3,266	$13,065	$62,324
To Side Load/ Rear Load Commingled Organics (6A)	19.79%	$45,457	$3,228	$12,913	$61,599
To Side Load/ Rear Load Commercial Food Scraps (6A)	0.00%	$0	$0	$0	$0
To Burro Solid Waste (6A)	4.66%	$10,696	$760	$3,038	$14,494
To Burro Recyclable Materials (6A)	4.66%	$10,696	$760	$3,038	$14,494
To Burro Commingled Organics (6A)	4.66%	$10,696	$760	$3,038	$14,494
To Front Load Solid Waste (6B)	8.15%	$18,718	$1,329	$5,317	$25,364
To Front Load Recyclable Materials (6B)	6.98%	$16,044	$1,139	$4,558	$21,741
To Front Load Commingled Organics (6B)	1.16%	$2,674	$190	$760	$3,623
To Front Load Commercial Food Scraps (6B)	2.33%	$5,348	$380	$1,519	$7,247
To Roll-Off Solid Waste (6C)	5.91%	$13,566	$963	$3,854	$18,384
To Roll-Off Recyclable Materials (6C)	0.70%	$1,604	$114	$456	$2,174
To Roll-Off Commingled Organics(6C)	2.13%	$4,884	$347	$1,387	$6,618
To Roll-Off Food Scraps (6C)	0.00%	$0	$0	$0	$0
To Public Litter Containers (6D)	0.00%	$0	$0	$0	$0
Total Depreciation and Start-Up Costs Allocated Out	100.00%	$229,694	$16,313	$65,250	$311,257
Operating Yard and Lease Costs Allocated Out					
To Side Load/ Rear Load Solid Waste (6A)	0.00%	$0	$0	$0	$0
To Side Load/ Rear Load Recyclable Materials (6A)	0.00%	$0	$0	$0	$0
To Side Load/ Rear Load Commingled Organics (6A)	0.00%	$0	$0	$0	$0
To Side Load/ Rear Load Commercial Food Scraps (6A)	0.00%	$0	$0	$0	$0
To Burro Solid Waste (6A)	0.00%	$0	$0	$0	$0
To Burro Recyclable Materials (6A)	0.00%	$0	$0	$0	$0
To Burro Commingled Organics (6A)	0.00%	$0	$0	$0	$0
To Front Load Solid Waste (6B)	0.00%	$0	$0	$0	$0
To Front Load Recyclable Materials (6B)	0.00%	$0	$0	$0	$0
To Front Load Commingled Organics (6B)	0.00%	$0	$0	$0	$0
To Front Load Commercial Food Scraps (6B)	0.00%	$0	$0	$0	$0
To Roll-Off Solid Waste (6C)	0.00%	$0	$0	$0	$0
To Roll-Off Recyclable Materials (6C)	0.00%	$0	$0	$0	$0
To Roll-Off Commingled Organics(6C)	0.00%	$0	$0	$0	$0
To Roll-Off Food Scraps (6C)	0.00%	$0	$0	$0	$0
To Public Litter Containers (6D)	0.00%	$0	$0	$0	$0
Total Lease Costs Allocated Out	0.00%	$0	$0	$0	$0
Total Allocated Out		$9,238,626	$2,277,280	$665,076	$12,180,981

*Cost of container replacements shall be expensed annually (not depreciated over the term of the agreement). Please indicate the annual container replacement costs.

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EXHIBIT H:
APPROVED AFFILIATES AND SUBCONTRACTORS

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EXHIBIT H
APPROVED AFFILIATES AND SUBCONTRACTORS

The list of Subcontractors below has been approved by the Authority for use by the Contractor. The Contractor shall use each Subcontractor for its stated and intended purpose, unless otherwise directed or approved by the Authority.

Subcontractor	**Service Provided**
Cross Ocean Technologies, Inc.	**Temporary Labor.** Subcontracted to provide staffing at Compost Product giveaway events, as described in Section 7.9, and other temporary labor needs as dictated by the Contractor.
Green Mary	**Special Event Support.** Subcontracted to provide staffing for special events and Special Event Stations, including Special Event Station setup, servicing, and teardown and public education, as described in Section 5.8.
Race to Zero Waste	**Special Event Support.** Subcontracted to provide staffing for special events and Special Event Stations, including Special Event Station setup, servicing, and teardown and public education, as described in Section 5.8.
Sweeping Corp. of America	**Public Litter Container Service.** Subcontracted to provide public litter Collection for Walnut Creek and Danville public litter Containers.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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EXHIBIT I:
LABOR AGREEMENTS

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Ref. #15 Labor Relations Dept. Copy

State: CA

Division(s): 4210

AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.
d/b/a Allied Waste Services of Contra Costa County /
Republic Services of Contra Costa County

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 315

Garbage Collection Unit

August 24, 2020 through August 23, 2025

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

TABLE OF CONTENTS

Article	Title	Page
Article I	Parties and Terms of Agreement	1
Article II	Recognition	1
Article III	Union Membership	1
Article IV	Management Rights	2
Article V	Union Representative / Bulletin Boards	3
Article VI	No Strikes	4
Article VII	Wages and Hours	4
Article VIII	Vacations	7
Article IX	Holidays	8
Article X	Seniority	9
Article XI	Discipline and Discharge	11
Article XII	Grievance Procedure	12
Article XIII	Arbitration	13
Article XIV	Health and Welfare	14
Article XV	Sick Leave	15
Article XVI	Leave of Absence	17
Article XVII	Uniforms and Equipment	18
Article XVIII	General Provisions	18
Article XIX	Employees at Risk Policy	20
Article XX	Funeral Leave	21
Article XXI	Jury Duty	21
Article XXII	Pension	21
Article XXIII	Competition with the Company	23
Article XXIV	Drug and Alcohol Policy	24
Article XXV	D.R.I.V.E.	24
Attachment 1	Rules for Dispute & Grievance Procedures	26

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE I

PARTIES AND TERMS OF AGREEMENT

Section 1

THIS AGREEMENT is made and entered into effective the 24th day of August, 2020, between ALLIED WASTE SYSTEMS, INC. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County, hereinafter referred to as the "Company or Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 315, hereinafter referred to as the "Union."

Section 2

This Agreement became effective August 24, 2020, and shall continue in full force and effect through August 23, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless, at least sixty (60) days prior to the end of any anniversary year, either party shall serve notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement, the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement, then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

Section 3

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

ARTICLE II– RECOGNITION

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

ARTICLE III – UNION MEMBERSHIP

Section 1

A) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing; and those who are not members on the effective date of this Agreement shall, on or immediately after the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all members covered by this Agreement and hired on or after its effective date shall, on or immediately after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

B) The Employer shall discharge an employee within seven (7) days after receipt of written notice from the Union that said employee has not become or remained a member in good standing, provided the employee has failed to pay dues and initiation fees required for membership. The Union agrees to hold Employer harmless from any financial liability whatsoever should the Union exercise its right under this section.

C) The Employer shall, upon proper authorization, deduct the dues of each member and shall deduct the initiation fee of each new employee and shall remit the same to the Union. The dues deduction of each member shall be deducted on the second pay period of each month.

D) The Union shall provide the Employer with properly executed authorizations for deductions. Such authorizations shall be approved in advance by the Employer.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 2 – Hiring

A) Applicants for a position must possess a valid California driver's license covering the specific work to be performed by the applicant as a prerequisite to being considered for employment.

B) When the Company requires the hiring of additional permanent employees under this Agreement, the Employer agrees to provide preferential consideration to applicants who have previously demonstrated their competency, efficiency, skill and ability to be satisfactory (of which the Employer shall be the sole judge) for the work and position available. The Union shall have a reasonable opportunity to refer applicants for vacancies.

C) The Employer agrees to inform the Union of new hires within five (5) days after a new hire has been put to work, providing the Union with the employee's name, classification, rate of pay and date of hire.

D) The Employer agrees to provide the Union a list of the employees covered by this Agreement upon execution thereof and subsequently upon request in writing, but not more frequently than semi-annually.

Section 3 – Payroll Deduction

A) Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, and (2) allotments to be made to a credit union as identified in the authorization. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month, and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Avenue., Martinez, CA 94553, by the 15th of each month following the month for which the deductions have been made, together with a list of employees for whom deductions have been made.

B) Deductions for the initiation fee shall be at the rate of no less than $75 a week.

C) Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1 – Listings of Management Rights

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct and control operations; to establish work and quality standards; to perform periodic evaluations of employee job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and, from time to time, redetermine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes and means of productions; the right to hire, select, transfer, promote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority because of lack of work or other legitimate reasons.

Section 2 – Recognition of Management Rights

A) The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All

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management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations, subject only to the express provisions of this Agreement.

B) The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with wages, hours, terms and conditions of this Collective Bargaining Agreement.

Section 3 – Route Standards

The Union has the right to challenge the reasonability and fairness of any route standards that are established by the Employer. Any dispute under this provision will be subject to the Grievance/Arbitration procedure.

ARTICLE V – UNION REPRESENTATIVE AND BULLETIN BOARDS

Section 1

An accredited representative of the Union may visit the Company's facility during normal business hours with reasonable advance notice to the General Manager or his/her designee to assist with the settlement of grievances and to observe the administration of the contract. This privilege will be observed so as not to interfere with an employee's work unless the matter is of such urgency that it cannot wait until after the employee is finished working. The Company shall not deny an accredited representative's visit pursuant to this paragraph except for reasonable, legitimate business reasons, and then only if the Company's representative offers the earliest alternative time that is reasonably available.

Section 2

Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative if they are available. Such representative shall not interfere in any way with or interrupt the operation of the Company's business, cause any lost time by employees during such visit, or conduct Union business or meet with employees who are on the clock, unless the matter is of such urgency that it cannot wait until after the employees are finished working.

Section 3

A) Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of union activities.

B) A Steward who is on disability or other leave of absence will be accompanied by a Union Business Agent at all times when on Company property conducting union business.

Section 4

A) The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting official union notices and a seniority list updated by the Company every six months.

B) The Company will keep one key and the other key will be kept by the business representative or shop steward. All such notices must be on Union letterhead and signed by an authorized representative of the union. There shall be no other general distribution or posting by employees of any kind of literature upon Company property.

Section 5 – Official Union Security

Any employee who is elected or officially appointed to office in the Union, which office requires his/her absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

of seniority, entitling him/her upon retirement from such office to reinstatement consistent with his/her seniority. Employees on such leave shall not be eligible for any benefits under this contract.

ARTICLE VI – NO STRIKES

A) There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts or honoring a picket line except as described herein during the term of this Agreement by the Union, its officers, agents and members, or by the employees.

B) The Union agrees that it will not authorize, ratify or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents and representatives will make a very good faith effort to end such activity.

C) Any employee(s) participating in any activity described herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill or consumer boycott picket established by the Union and/or sanctioned by Teamsters Joint Council No.7) at any property other than an Allied Waste property or facility. Should, under the foregoing conditions, an employee refuses to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D) The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

ARTICLE VII – WAGES AND HOURS

Section 1 – Wages

The wages are as listed below:

	8/24/2020	8/24/2021	8/24/2022	8/24/2023	8/24/2024
Driver	$36.54	$37.54	$38.54	$39.54	$40.54
Helper	$36.16	$37.16	$38.16	$39.16	$40.16
Casual	$32.85	$33.85	$34.85	$35.85	$36.85
Front End Loader	$36.54	$37.54	$38.54	$39.54	$40.54
Roll-Off Driver	$36.98	$37.98	$38.98	$39.98	$40.98
Sweeper	$36.54	$37.54	$38.54	$39.54	$40.54

The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

Section 2 – Light Duty

Employees who are called in to work on a light duty program will be guaranteed eight (8) hours pay.

Section 3 – Bargaining Unit Work

The Company will not contract bargaining unit work. Temporary employees may be used in cases of staffing shortages or emergencies. The Company will not use temporary employees to diminish the collective bargaining unit.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 4 – Starting Times

A) The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed and to assign employees covered by the Agreement to any shift subject to forty-eight (48) hours' notice.

B) The Company shall have the exclusive right to establish and, from time-to-time, change the hours for the commencement of the work shift, for different job classifications, and for individual employees within each job classification, subject to forty-eight (48) hours' notice.

C) No employee will be permitted to start work prior to his scheduled starting time without the expressed permission of his dispatcher.

D) The Company shall post an accurate and current scheduled start time for each driver. If a driver is assigned a new permanent start time, forty-eight (48) hours' notice will be given, provided that this forty-eight (48) hours' notice is not required with respect to relief drivers or reassignments.

Section 5 – Hours

A) All regular employees shall be guaranteed eight (8) hours per day and forty (40) hours per week, and shall be paid time and one-half (1½) for the sixth (6th) day worked and double (2) time for the seventh (7th) day worked, and the work week shall be any five (5) consecutive days. A driver who vacates a route that is changed from Monday through Thursday to include a weekend day shall have the right to bump the most junior driver assigned to a route within the applicable line of business and labor agreement. Routes other than Monday through Friday will be posted and bid.

B) The regular workday for all employees shall be eight and one-half (8½) hours per day and forty (40) hours per week, with a one-half (½) hour unpaid lunch. Employees will be entitled to two (2) fifteen (15) minute breaks to be taken halfway through the first and second four hours of employment. These breaks will not be combined or taken with lunch. Employees will be entitled to an additional fifteen (15) minute break after eight and one-half (8½) hours of work.

C) In order to lessen fatigue, all drivers must take an interrupted meal period of at least thirty (30) minutes each day. All drivers must sign the Company's Driver Meal Period Acknowledgement Form and abide by the practice described therein. The policy will comply with all applicable federal and state laws.

D) Drivers shall be allowed to go home after completion of their route unless the Company, at its discretion, requires that they assist in running other garbage or recycle routes or in performing other garbage or recycle work. In the event the Company requires the assistance of garbage drivers to perform work in the Recycling Division after completion of their regular routes, the Company will post a volunteer list for garbage drivers willing to perform recycle work. Such reassignments will first go to volunteers on the volunteer list in seniority order. The Company will determine the number of volunteers needed to perform the recycle work. In the event that garbage drivers are required to assist the running of other garbage or recycle routes, those drivers will be paid at a rate of time and one-half (1½) for work performed on the reassigned route.

The Company will pay reassignment when the driver is assigned work in addition to their regular route. The Company may determine when the additional work is to be performed and will compensate the driver at one and one-half (1½) times their regular rate for time spent on the additional work. The Company will attempt to spread such additional work among all drivers.

Daily open routes (i.e., shorter than five (5) consecutive workdays) will be posted for bid ten (10) minutes before the start time and will be awarded to available qualified relief drivers (i.e., a driver who does not have a bidded route) in seniority order. If an employee arrives for work at their scheduled start time without having been given notice to delay their report time, paid time begins at the scheduled time even if actual start time is delayed.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Temporary route vacancies of five (5) consecutive work days or longer (i.e., Monday – Friday) will be posted for bid each week ten (10) minutes before the start time and will be filled in seniority order, so long as the employee is qualified to perform the work. Employees who bid on a temporary route vacancy and are assigned to a temporary route assignment shall remain on such assignment until the end of the five (5) consecutive day period or until the permanent route driver returns to work, whichever comes first. If such drivers are removed from their temporary bidded route and placed on a different route, they shall be paid reassignment for the entire day.

A driver with a bidded route will not be removed from their bidded route unless there is no other available employee to perform the needed work.

E) Nothing in this article, section or anywhere in this Collective Bargaining Agreement shall be interpreted to place a limitation on the hours of work per day or per week consistent with DOT regulations.

Section 6 – Casuals

A) The Company may hire up to five (5) casual employees in order to cover employee absences and to handle temporary increases in the workload. Individuals hired on a casual basis will be paid eighty-five percent (85%) of the full helper rate and be entitled to overtime payment. An individual hired on a casual basis will be told that he/she is a casual employee. Casual employees cannot work for a period of over six (6) consecutive months.

B) With the sole exception of pension contributions, a casual employee will not receive any other benefits or payment under this Agreement. Casual employees are guaranteed eight (8) hours for each day worked, but are not guaranteed forty (40) hours per week.

C) If a casual employee is offered a permanent position, he/she will not receive credit for hours worked towards his/her completion of the probationary period.

D) A casual employee will only become a permanent employee if an opening exists and if the Company, in its sole discretion, determines that the employee is suitable for permanent hire. Casuals will not be used to displace permanent employees.

Section 7 – Higher Wages

A) An employee receiving a higher rate of pay shall not suffer a reduction in pay by reason of the execution of this Agreement.

B) Employees who start work at 12:00 PM or anytime thereafter shall receive a shift premium of twenty-five cents ($0.25) per hour over the wage scale.

Section 8 – Overtime

A) Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week.

B) Employees called for work on Saturday to perform route work shall be guaranteed eight (8) hours pay at time and one-half (1½) for those hours worked in excess of forty (40) hours in a week.

C) Employees called for work on Sunday to perform route work shall be guaranteed eight (8) hours pay at the rate of double (2) time.

D) Employees called to work on Saturday to participate in special training shall be guaranteed a minimum of four (4) hours pay at time and one-half (1½) for those hours in excess of forty hours in a week. In the event training exceeds four (4) hours, the employee will be guaranteed eight (8) hours pay.

E) Overtime shall be assigned to the employees who regularly work the route or routes for which overtime work is needed.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

F) If the overtime assignment is not related to a regular route or if additional persons are needed to work overtime, overtime shall be assigned on the basis of seniority. Employees shall not unreasonably refuse to work overtime.

G) Overtime must be worked in accordance with the Company's assignment or prior authorization. An employee must obtain permission from the Company before performing pick-ups for another driver or going to dump with less than a one-fourth (¼) load after 3:00 p.m. and must notify the Company when his/her route is complete.

Section 9 – Pay Period

The bargaining unit shall be paid weekly for their labor. Any payroll errors will be paid on the paycheck following notice of error.

Section 10 – Helper

A) It is understood that a helper shall driver a truck upon which he/she is working over the route assigned insofar as such driving is necessary to best carry out the work then being done by him/her and the regular driver of said truck.

B) A helper that assumes the driver's responsibility in his/her absence, *i.e.*, vacation, illness, failure to report to work, injury or emergency, will receive driver's pay for hours worked as a driver that day.

ARTICLE VIII – VACATIONS

Section 1 – Vacation Entitlement

Employees having completed one (1) year of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of one (1) week.

Employees having completed two (2) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of two (2) weeks.

Employees having completed five (5) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of three (3) weeks.

Employees having completed ten (10) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of four (4) weeks.

Employees having completed fifteen (15) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of five (5) weeks.

Section 2

A) Vacation pay shall be computed at fifteen percent (15%) over and above the employee's normal rate of pay. His/her normal rate of pay shall be that of his/her permanent assignment immediately prior to his/her vacation period.

B) It is agreed by both parties to the Agreement that employees must take their accrued vacation each year and that no arrangement to work for additional compensation during their earned vacation will be allowed except where mutually agreed to by the Company and the Union.

C) However, employees eligible for two (2) weeks of vacation or more may, at their option, designate their final week as an optional vacation week and, upon request, be paid a week's pay without taking time off. Pay for this optional week will be calculated as previously referred to in this section.

D) Each month the Employer will post open vacation for the following month, to be bid by seniority.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

E) Vacation calendars shall be posted weekly and updated during the selection process. At the end of the selection process, a final calendar shall be posted for display to the entire work group.

F) A combined total of eleven (11) Garbage and Recycle drivers is the maximum allowed on vacation per week, to be bid by seniority among both bargaining units, and to be awarded by seniority among both bargaining units. Garbage vacations will be bid and awarded in seniority order without regard to line of business.

Section 3 – Prorated Vacations

Any employee who dies, is laid off, terminated or otherwise severs his/her employment with his/her Company for any reason prior to the completion of his/her vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his/her years of service.

Section 4

A) All accrued vacation pay is to be paid to the employee at the completion of his/her last shift prior to commencement of his/her vacation.

B) Whenever possible and when desired by the employee, he/she may stagger or spread his/her vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week.

C) Seniority choice of vacation shall apply to all vacation periods each year.

Section 5 – Vacation Selection Procedure

A) The vacation schedule shall be posted by December 1st of the year preceding the vacation period. All employees will have until December 31st to select their vacations using rolling groups of twenty (20) by seniority starting on the 1st day of December. Disputes regarding selection shall be decided by seniority.

B) Vacations must be taken in no less than one-week increments.

C) The Company retains the right to place a reasonable restriction on the number of employees to be off at any given time so that vacation scheduling does not interfere with the Company's operations.

Section 6 – Holiday Falling During Vacation

If an employee is on vacation for a week in which a holiday falls, he/she will receive a day of holiday pay upon his/her return from vacation.

ARTICLE IX – HOLIDAYS

A) The following days have been agreed upon as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Two (2) Floating Holidays	

B) These twelve (12) days shall be paid at the rate of eight hours straight time if no work is performed, and if worked, they shall be paid at the rate of double time and one-half (2 ½) for all hours worked. Employees that work a holiday and qualify for holiday pay under paragraph E below shall be guaranteed eight (8) hours pay for the holiday worked.

C) The employee must provide at least two (2) weeks' notification in advance of the day to be taken off as a floating holiday, and the particular day to be taken off is subject to the Company's approval. If the

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Company does not respond to the request within seven (7) calendar days, the employee is granted the requested time off.

D) The employee's individual birthday shall be considered and treated as a national holiday and, if worked, the employee shall receive double time and one-half (2½). Employee must notify the Company in order to qualify. It is in the Company's sole discretion whether or not any employee works on their birthday.

E) An employee shall work the day before, the day of and the day after the holiday unless excused by the Company in order to receive holiday pay. In the instances where the Company does not work the holiday, an employee must work the day before and the day after the day on which the holiday falls.

F) New employees shall not become eligible for the birthday holiday or the floating holiday until they have completed one hundred twenty-six (126) days of service in the garbage contract. The floating holiday shall be taken at a date mutually agreed upon between the Company and the employees.

G) An employee's birthday shall be treated as any other holiday except when the employee's birthday falls on another holiday Monday through Friday, he/she will receive two (2) days' pay for the holiday and will not be allowed to work.

ARTICLE X – SENIORITY

Section 1 – Seniority

In order to obtain seniority, an employee must have worked ninety (90) calendar days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined herein for regular employees. The Company is the sole judge during this probationary period (consisting of both the ninety (90) calendar day and twelve (12) month requirement) to continue or terminate the employee. Seniority shall commence on completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee. The probationary period is waived for any regular (*i.e.*, non-probationary) recycle driver who transfers directly from Recycle to Garbage.

Section 2 – Routes

All routes will be posted for bid whenever a permanent vacancy occurs, including all new routes. Employee must be qualified on the equipment. The qualification requirements and rate of pay for job openings shall be posted for five (5) working days and drivers awarded new routes will be placed on those routes within ten (10) working days of the award. All routes will be posted for bid whenever a permanent vacancy occurs. A permanent vacancy occurs when the existing route driver is the successful bidder on another route or is terminated from employment.

Daily open routes (i.e., shorter than five (5) consecutive workdays) will be posted for bid ten (10) minutes before the start time and will be awarded to available qualified relief drivers (i.e., a driver who does not have a bidded route) in seniority order. If an employee arrives for work at their scheduled start time without having been given notice to delay their report time, paid time begins at the scheduled time even if actual start time is delayed.

Temporary route vacancies of five (5) consecutive work days or longer (i.e., Monday – Friday) will be posted for bid each week ten (10) minutes before the start time and will be filled in seniority order, so long as the employee is qualified to perform the work. Employees who bid on a temporary route vacancy and are assigned to a temporary route assignment shall remain on such assignment until the end of the five (5) consecutive day period or until the permanent route driver returns to work, whichever comes first. If such drivers are removed from their temporary bidded route and placed on a different route, they shall be paid reassignment for the entire day.

In the event that there is a temporary reduction of work for bidded roll-off routes, roll-off drivers normally working those routes will be bumped down to the relief pool in reverse seniority order.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 3 – Layoffs

In reducing the workforce due to slackness of work, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. Senior, qualified employees shall be granted preference on all promotions. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period layoff.

Section 4 – Vacancies

Any vacancies, excluding those created as a result of any merger or acquisition, shall be offered to regular, full-time qualified employees, in seniority order on the appropriate seniority list where the opening becomes available. All permanent job vacancies will be bid in seniority order among qualified employees.

Section 5 – Qualifications

The Company reserves the right to establish qualifications for any particular job opening. The qualifications and requirements for the opening shall be posted for five (5) working days, including the rate of pay. Once having accepted a bid position, an employee may not request a change until such employee has remained in that position for a period of six (6) months, except to exercise seniority to qualify for a higher paid position.

Section 6 – Recycling Seniority

Employees previously employed under the Recycling Agreement will establish their seniority date for bidding and layoff purposes upon completion of their probationary period referred to above, if required. If no probationary period is required, seniority will be established upon commencement of work as a garbage driver. Such employees, however, shall retain their Company seniority for fringe benefits under this Agreement. Qualified recycling employees will move up into the garbage unit by seniority. These employees will not lose fringe benefits as a result of this move.

Employees that bid into the Recycling unit will establish their seniority date for bidding and layoff purposes upon commencement of work as a recycling driver. Such employees shall retain their Company seniority for fringe benefits under this Agreement.

Section 7 – Leave Forms

A form will be provided to all employees going on leave that will allow them to designate the dispatcher to sign their name on any bid lists. Employees are encouraged to specify interested lines of business.

Section 8 – Seniority List

Valley Waste Management employees and Pleasant Hill Bayshore employees will maintain separate seniority lists. All newly hired employees will be placed on a common seniority list.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE XI – DISCIPLINE AND DISCHARGE

Section 1

The Company shall not discharge, suspend or take any disciplinary action against an employee without just cause. With respect to discharge, the employee shall have been issued at least three (3) warning notices prior to discharge, except for the charges set forth below:

a. Insubordination.

b. Theft.

c. Proven dishonesty relating to the employee's job duties.

d. Falsification of time records, driver logs or other official documents.

e. Misappropriation or unauthorized use of Company property or the property of customers.

f. Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property of the Company, its customers or other third party individuals while on duty or while in a Company-owned or leased vehicle.

g. Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.

h. Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company's Drug and Alcohol policy.

i. Threats or acts of violence in the workplace.

Section 2 – Warning Notice

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. Warning notices may be faxed or mailed to the business agent of the local. If a letter is postmarked or faxed after ten (10) working days, it will be considered untimely and dismissed. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. If a letter is postmarked or faxed after fifteen (15) days, it will be considered untimely and dismissed. During the period of investigation, the employee shall remain on the job. Employees shall not be required to sign written reprimands. An employee's refusal to sign a written reprimand does not render the warning notice invalid.

Section 3 – Union Notification

A) No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than nine (9) months. A copy of such warning notice(s) shall be sent to the Union shop steward or business agent of the local at or about the time it is given to the employee.

B) The Company will meet and confer with the Union prior to the imposition of a suspension. An exception will be made in cases of gross negligence or insubordination.

Section 4 – Employee Investigation

Any employee on the Company's premises for the purpose of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 5 – Company Rules

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement.

Section 6 – Just Cause

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period, either under this Agreement or under a different agreement with the Company. Prior to the completion of the probationary period, provisions of **Article X** apply to terminations.

Section 7 – Reasonable Suspicion

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.

ARTICLE XII – GRIEVANCE PROCEDURE

Section 1 – Definition of a Grievance

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this grievance procedure, unless otherwise mutually agreed. There shall be no retaliation or discrimination against an employee for filing a grievance.

Step 1 – In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company, in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the Company has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within ten (10) days of a grievance filing, the disciplinary action will be void. However, the Company and Union may mutually agree, in writing, to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10) days following receipt of the notice to submit a written grievance to the Company or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance filing period shall be extended until proper notice has been given.

Step 2 – The parties will meet within ten (10) days following the Company's receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten (10) calendar days after said meeting.

Step 3 – If the grievance is not resolved at Step 2, it shall be submitted to a joint committee of Union and Employer representatives. Grievances involving pay irregularities shall not exceed a period of more than forty-five (45) days prior to the date of filing, unless the failure to file such grievance earlier shall be justified by good cause.

The joint committee of Union and Employer representatives referred to in the above paragraph will be an adjustment panel. The adjustment panel shall meet on a regularly scheduled day once a month to be determined by the parties. The adjustment panel shall be established for the purpose of hearing and deciding

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

disputes which arise and are presented during the term of this Agreement and which involve the interpretation or enforcement of any of the sections of this Agreement or the terms or provisions of Agreements between the parties supplementary hereto. The panel shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The two persons selected by the Union to serve as members of the adjustment panel shall not include persons on the payroll of the Employer involved in the dispute. Panel members for the Union shall not be employed by Local 315. The Employer panel members shall not be from where the grievance was generated. The adjustment panel shall elect a chairperson and secretary to adopt rules of procedure. A majority decision by the adjustment panel shall be final and binding.

Step 4 – If the above joint committee fails to issue a final and binding decision due to a deadlock, then in order to proceed to arbitration, the Employer or Union must request arbitration within five (5) calendar days of receipt of written notice of deadlock.

ARTICLE XIII – ARBITRATION

Section 1

If arbitration is requested in accordance with the above requirements, the parties shall attempt to reach agreement. The parties agree to the selection of a mutually agreed upon arbitrator, who shall meet every other month on a regularly scheduled basis in the event that the dispute is not settled by the Joint Labor-Management Committee. The permanent arbitrator shall not be changed for a minimum period of one (1) year. In the event that either party wishes to change arbitrators and after completion of the one (1) year period, the party wanting the change must notify the other party by Certified Mail not later than thirty (30) days before the expiration of the one (1) year period.

Section 2

Jurisdiction of the arbitrator is limited to:

a. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provision of this Agreement; and

b. The rendition of a decision or award which is not retroactive to a date preceding the time of events giving rise to the grievances; and

c. The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based; and

d. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs, if any; and

e. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to the arbitrator, provided that such time period may be extended by both parties.

Section 3

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

Section 4

No one arbitrator shall have more than one (1) grievance submitted to him/her and under consideration by him/her at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered his/her decision in writing.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 5

The decision and award of the arbitrator within the limits herein described shall be final and binding on the Company and the Union, except that either party may petition the court for an order vacating or confirming the award, as provided by law.

Section 6

The arbitration fees and expenses, and any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of the case.

ARTICLE XIV – HEALTH AND WELFARE

Section 1

A) A. The Company agrees to utilize Teamsters Benefit Trust Plan 1 (which includes employee and dependent hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of TBT Plan 1 up to Twenty-Two Hundred Forty-Three Dollars ($2,243.00) per employee per month for each employee who works eighty (80) hours or more in the month. Effective January 1st of each contract year, the Company will be responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The caps and increases are:

EFFECTIVE DATE	COMPANY CONTRIBUTES UP TO
January 1, 2021	$2,333
January 1, 2022	$2,426
January 1, 2023	$2,523
January 1, 2024	$2,624
January 1, 2025	$2,729

Section 2

A) Unused monies from the prescribed caps referenced above may be used to fund RSP increases or PPA surcharges as described in Article XXII, Section 5.

B) In addition, the Company agrees to pay the current amount of Seven Hundred Eighty-Eight and 57/100 Dollars ($788.57) to the Teamsters Benefit Trust Retiree Security Plan (RSP) per employee per month for each employee who works eighty (80) hours or more in the month. The Company is responsible for a maximum payment of:

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EFFECTIVE DATE	MONTHLY MAXIMUM
January 1, 2021	$820
January 1, 2022	$853
January 1, 2023	$887
January 1, 2024	$923
January 1, 2025	$959

C) If this amount is insufficient to maintain the level of benefits, the Employees shall be responsible for the excess costs for health and welfare and RSP in the form of increased payroll deductions. However, at any time during this Agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the TBT Plan 1 as long as the coverage is equivalent to that provided by TBT Plan 1. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator in accordance with the provisions of the Grievance and Arbitration procedures. In the event of a change in the Plan, the RSP will remain intact.

D) "Employee" shall mean any employee who has been on the payroll of the Company continuously for a period of thirty (30) days or more, commencing with the first day of the next month following the date of the employee's employment.

E) If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits which would have been provided by such insurance coverage.

ARTICLE XV – SICK LEAVE

Section 1

All full-time regular employees shall receive ten (10) days of sick leave with pay each year commencing with the first day of illness. For any absence that occurs due to an illness, which lasts three (3) consecutive days or longer, the employee must submit a doctor's note upon return to duty. Acceptable written excuses are those that indicate that the employee was seen by a doctor or case nurse. Excuses that are submitted more than one day after return, or do not reflect that the employee was seen by a doctor or case nurse, will not be acceptable. All absences in excess of paid sick days are considered unexcused absences. Language contained in Article XV, Section 9, of the current Agreement that refers to disciplinary action will remain in effect. Language in effect addresses excessive sick leave.

Section 2 – Unused Sick Leave

A. Unused sick leave shall be paid out once each year to each full-time regular employee at the employee's current daily rate in an amount not to exceed ten (10) days, or by mutual agreement between the Company and the employee, as paid time off to be taken at a time mutually agreed upon. The pay out of unused sick leave shall occur on the last pay period of December each year.

B. Upon resignation, discharge or death, an employee or his/her estate shall collect payment for all unused sick leave.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 3

There shall be no accumulation of sick leave from one calendar year into the next calendar year. All sick leave earned must be taken in the same calendar year or it shall be paid out or taken as time off in accordance with the provisions of Section 2 of this Article.

Section 4 – On-the-Job Injury

In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay for the day of the injury.

Section 5

The Company has the right to deny sick leave pay and/or take disciplinary action if the employee has developed a pattern of sick leave absences. *See Section 7-Absenteeism.*

Section 6

In cases where an employee is entitled to receive weekly disability benefits under either the *California Unemployment Compensation Act* or the *California Workers' Compensation Act,* the employee shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event, exceed the employee's regular pay.

Section 7 – Absenteeism

A) It is essential to the success of the Company and to the security of everyone's job that productivity schedules are met on time and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.

B) If an employee finds it necessary to be absent or tardy, that employee must notify his or her supervisor no later than one hour prior to his or her starting time.

C) Notification received from another employee, friend or relative is not considered proper, except under emergency conditions.

D) If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.

E) An employee will not receive an unexcused absence for any day for which the employee has unused sick leave available unless a pattern of absences develops.

F) Unexcused absences and tardiness will be handled in the following manner upon the employee's return to work.

1. The employee must report to his or her supervisor and disclose the reason for the absence or tardiness:
    a. If the supervisor accepts the reason as valid, no penalty will be imposed.
    b. If the reason is not acceptable, the absence will be considered unexcused and the employee will be disciplined in accordance with the following rules.
2. An employee who has one (1) unexcused absence and/or tardy will receive a verbal warning. A second (2nd) unexcused absence or tardy will be cause for a written warning letter. A third (3rd) unexcused absence or tardy will be cause for a second written warning letter. A fourth (4th) unexcused absence or tardy in a rolling 12-month period will be grounds for immediate termination.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

3. "No Call No Show" is defined as the failure of an employee to call their supervisor by the start of their scheduled work shift and fail to show up to work during their scheduled work shift. In the event an employee fails to call their supervisor by the start of their scheduled work shift and fails to show up to work on their scheduled work shift that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second (2nd) No Call No Show event, the employee will receive a second written warning letter. On the third (3rd) No Call No Show event within a rolling 12-month period, the employee will be terminated.

G) At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

ARTICLE XVI – LEAVE OF ABSENCE

Section 1 – Approved Leave

A) The Company shall comply with the provisions of the Family Medical Leave Act and the Pregnancy Disability Act.

B) All requests for leaves of absences must be approved by the Company and a copy of the approval to be sent to the Union. Any employee desiring a leave of absence from his/her employment shall give ten (10) days written notice to the Company. Except as otherwise provided for in this Agreement, leaves of absences shall be for thirty (30) day periods and shall be granted by the Company on the basis of one (1) thirty (30) day period for each three (3) years of seniority.

C) Extensions to the above leaves of absence can only be secured by written permission from the Company. Regular leaves of absence and such extended leaves of absence as may be granted may not exceed a maximum period of six (6) months provided, however, any leave of absence in excess of thirty (30) days can only be taken upon written permission by the Company. During an approved leave of absence, the employee shall not engage in gainful employment. Any employee who has utilized his/her right to a leave of absence as spelled out above will not be entitled to another leave of absence, except for medical reasons, for a period of three (3) years. Extensions of approved leaves of absence when requested during the course of a leave of absence require the approval of the Company.

D) An employee who is unable to work because of sickness or injury shall be deemed to be on a leave of absence. Such leave shall not exceed two (2) years, except with written consent of the Company.

E) A leave of absence as provided above shall not result in the loss of seniority rights.

F) After an employee returns from FMLA leave, they may still use scheduled unused vacation. Pay will be calculated based on accrual.

Section 2 – Effect of Vacation / Holidays

A) Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.

B) All regular employees off the job due to illness or an off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of the illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.

C) All regular employees off due to an on-the-job injury shall accumulate vacation rights uninterrupted for a period of one (1) year.

D) All regular employees off due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period of ninety (90) days.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 3 – Health and Welfare When on Leave

The employee shall make suitable arrangements for continuation of Health and Welfare payments consistent with the Health and Welfare policy or request discontinuance of his/her Health and Welfare benefits before the leave is approved by the Company.

ARTICLE XVII – UNIFORMS AND EQUIPMENT

Section 1 – Uniforms

The Company agrees to furnish free of charge to each and every member of the unit, any and all required uniforms including one (1) set of rain gear each year, caps and/or hats.

Section 2 – Upkeep of Uniforms

A) The upkeep and laundry of uniforms must be borne by the Company. The Company shall reserve the right to enforce the proper wearing of all assigned uniforms in performance of job duties.

B) No employee will be permitted to start work without proper uniform attire. Safety boots and uniforms must be worn at all times while on Company time.

Section 3 – Safety Boots & Equipment

A) The cost of up to one (1) pair of safety boots per year shall be shared equally between the Company and the employee, and the Company will reimburse the employee for the entire cost of resoling boots as may be necessary.

B) Specifications of qualified boots are in the Company Rules and Regulations.

C) The Company agrees to furnish gloves to all employees on an as-needed basis. The employee will be required to turn in his/her gloves before receiving a new pair.

D) In addition, safety equipment including hard hats and vests will be provided. Employees are responsible for maintaining safety equipment.

ARTICLE XVIII – GENERAL PROVISIONS

Section 1

A) The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

B) The Company does not utilize special pick-ups; employees are expected to pick up all refuse related to their assigned work.

C) The Company agrees to furnish a list of its employees to the Union upon demand.

D) Employees will be expected to keep the inside of the cab and hopper clean at all times.

E) If an employee has hours left on his/her shift, he/she may be required to wash his/her truck once every week.

F) Where the employee is required to take a physical examination, the Company shall bear the cost of said examination unless it is otherwise covered by insurance.

G) New hires will be trained on all equipment within a reasonable amount of time, except roll-off.

H) The Employer has advised the Union of its intent to install Video Event Recorders and GPS devices in all of their vehicles, including all types of vehicles driven by employees in classifications covered under the Collective Bargaining Agreement. The parties agree and understand that current and future technology may

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

be needed to meet customer, operational and competitive demands. No employee shall be disciplined if such discipline is based solely upon information received from a Video Event Recorder or GPS device or any successor system unless the employee engaged in dishonesty as outlined in this Agreement or the employee violated federal or state law. Any such discipline is subject to Article XI of the Collective Bargaining Agreement. The Employer will advise the employee before an investigatory interview that there is video or GPS evidence pertaining to the matters to be discussed.

I) The Company may implement paperless communication for dispatch-driver coordination and routing via in-vehicle computer tablets as it deems necessary, both as to the decision and the effects.

Section 2 – Retraining

Any employee who is suspended from work for disciplinary reasons relating to safety issues may be offered, at the Company's discretion, retraining during their suspension. Should the employee elect to enter the retraining program, the employee shall be paid at fifty percent (50%) of the regular hourly rate existing at the time until successful completion of the retraining program, which shall not exceed three (3) days at eight (8) hours per day in duration. Drivers shall not perform any of their regular work during the retraining program.

Section 3 – Americans with Disabilities Act ("ADA")

A) The parties agree to abide by the provisions of the ADA. The Company shall be required to negotiate with the Local Union prior to providing a reasonable accommodation to a qualified employee, if the accommodation is contrary to the terms of this Agreement or a supplement, rider or appendix.

B) Further, the Union acknowledges that the Company's obligation to provide reasonable accommodation exists independent of any other provisions in this or any other Agreement between the Union and the Company.

Section 4 – Equal Employment, Non-Discrimination and Military Leave

The Company is an equal opportunity employer and committed to its equal opportunity and affirmative action obligations. The Company's policies related to equal employment opportunity, non-discrimination and anti-harassment will be followed by all employees.

Any employee in military service entitled to return to work under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), as amended, will be returned to his/her job, retain his/her seniority and be entitled to all other benefits identified in the Act.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE XIX – EMPLOYEES AT RISK – MANAGEMENT POLICY

Section 1

The purpose of this policy is to address corrective and disciplinary action with regard to employees involved in ***preventable*** accidents and/or injuries.

OFFENSE	TIME FRAME	CORRECTIVE ACTION
First Preventable Incident	Within 6 months	Written Warning Corrective Measures
Second Preventable Incident	Within 12 months	Written Warning 1-day Suspension Without Pay Corrective Measures
Third Preventable Incident	Within 12 months	Written Warning 3-day Suspension
Fourth Preventable Incident	Within 12 months	Termination

A) *Failure to immediately report any accident, property damage or injury will be cause for immediate termination.*

B) *Any accident caused by gross negligence, willful misconduct or actions that knowingly place someone at risk will be cause for immediate termination.*

Section 2 – Corrective Measures Are to Include

Meeting with involved employee, immediate supervisor and general manager to be held within 24 hours of the incident to determine possible cause/contributing factors.

Development of corrective action plan

a. Type of training/retraining-Classroom/OJT
b. Target date for completion of training

Follow-up once training/retraining measures have been completed.

Section 3 – Safety

A) The Union and the Company will cooperate to maintain a safe work environment for all its employees and its customers. Any employee who violates any safety rule or engages in any activity considered by the Company to involve dangerous or reckless conduct toward any person or property shall be subject to discipline, up to and including termination.

B) The Company shall establish a safety committee, comprised of representatives from each classification, to review current policies, review accidents or injuries, and provide feedback to management of their conclusions. The Company will consider the input of the committee to modify or implement rules.

Section 4 – Traffic Citations

A) If an employee loses his/her license for a period of less than forty-five (45) days, he/she will be suspended without pay for the period of his/her license suspension. Any employee who loses his/her license for a period of forty-five (45) days or more may be terminated. At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one (1) year or less. Conditions are: completes treatment in the ***Teamsters Assistance Program ("TAP")***; would be used as needed in the pool in a helper position; the employee would lose their bid route; employee would be subject to drug and/or alcohol testing at the Employer's discretion for a period of three (3) years. Each case will not be precedent setting.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

B) If an employee is cited for driving under the influence, he/she will be assigned a temporary work assignment not to exceed forty-five (45) calendar days. The assignment shall be at the Employer's discretion and direction. If the employee is not acquitted of the DUI citation or if the case is not dismissed by the 45th day, the employee's employment will be terminated. In the event the employee is acquitted of the charge or the citation is dismissed after the 45-day period and within six (6) months of having received the citation, he/she will be reinstated without back pay.

ARTICLE XX – FUNERAL LEAVE

Section 1

In the event of the death of an employee's parent, spouse, child, brother or sister, grandparent, stepparent, stepchild, mother-in-law or father-in-law, and brother-in-law or sister-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of death and the date of the funeral. The compensable day or days must fall within the employee's regular scheduled work week. The purpose of the funeral leave is to enable the bereaved employee to attend the funeral. No funeral leave benefits shall be given during the vacation period of any employee.

Section 2

If an employee attends a funeral outside the State of California, the employee will be entitled to an additional two (2) days of funeral leave. Such leave is to be taken in accordance with all provisions of this section. The Company may request adequate proof of death.

ARTICLE XXI – JURY DUTY

Section 1

An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his/her regular daily straight time rate of pay for the day on which he/she misses work because of reporting for jury duty for a maximum of five (5) days per year.

Section 2

The employee will not, under any circumstances, receive more than a day's pay at his/her regular daily straight time rate. He/she cannot receive pay for working and jury duty pay. An employee is required to do everything possible to work for as much of his/her shift, unless excused by the Company. If the employee is to report to jury duty mid-day or is released from jury duty early, he/she is to come to work immediately, unless excused by the Company.

ARTICLE XXII – PENSIONS

Section 1 – Company Contributions

The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from the first compensable hour.

Section 2 – For Employees Covered Under the Garbage Agreement

The Company shall contribute the following monthly sum of Thirteen Hundred Thirty-Four Dollars and Sixty-Four Cents ($1,334.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Six Dollars and Sixty-One Cents ($6.61) per hour from the first compensable hour, plus One Dollar and Nine Cents ($1.09) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Seven Dollars and Seventy Cents ($7.70)** per hour.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Effective September 1, 2021, the Company shall contribute the monthly sum of Thirteen Hundred Eighty-Six Dollars and Sixty-Four Cents ($1,386.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Six Dollars and Eighty-Seven Cents ($6.87) per hour from the first compensable hour, plus One Dollar and Thirteen Cents ($1.13) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Eight Dollars and Zero Cents ($8.00)** per hour.

Effective September 1, 2022, the Company shall contribute the monthly sum of Fourteen Hundred Thirty-Eight Dollars and Sixty-Four Cents ($1,438.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Twelve Cents ($7.12) per hour from the first compensable hour, plus One Dollar and Eighteen Cents ($1.18) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Eight Dollars and Thirty Cents ($8.30)** per hour.

Effective September 1, 2023, the Company shall contribute the monthly sum of Fourteen Hundred Ninety Dollars and Sixty-Four Cents ($1,490.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Thirty-Eight Cents ($7.38) per hour from the first compensable hour, plus One Dollar and Twenty-Two Cents ($1.22) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Eight Dollars and Sixty Cents ($8.60)** per hour.

Effective September 1, 2024, the Company shall contribute the monthly sum of Fifteen Hundred Forty-Two Dollars and Sixty-Four Cents ($1,542.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Sixty-Four Cents ($7.64) per hour from the first compensable hour, plus One Dollar and Twenty-Six Cents ($1.26) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Eight Dollars and Ninety Cents ($8.90)** per hour.

Section 3

A) Under no circumstances shall the Company pay in excess of one hundred seventy-three and one-third (173.33) hours per month for any regular employee.

B) The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent.

C) It is understood between the parties that all compensable hours include hours paid for but not worked such as vacation, paid sick leave, paid holiday, etc.

Section 4 – Teamsters 401(k)

Employees will be allowed to participate in the Teamsters Supplemental 401(k) Retirement Plan.

Section 5

In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act ("PPA") or are mandated by the Fund Trustees (the "required contributions"), the Employer will comply with any and all legal obligations to commence making such additional required contributions, provided that the Employer shall offset the added cost in the form of wage reductions. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 6 – Payments During Leaves of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Company of such an absence, the Company shall continue to make the required health and welfare and pension contributions for a period of three (3) months (twelve [12] weeks) after contribution for active employment ceases. If an employee is injured on the job, the Company shall continue to pay the required health and welfare and pension contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months beginning with the first month after contribution for active employment ceases. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies and the level of benefits provided shall be at the sole discretion of the Board of Trustees.

Section 7 – Delinquent Contributions

Action for delinquent contributions may be instituted by the Local Union or the Area Conference of Trustees.

Section 8 – Posting Notice

The Company shall post on the Union's bulletin board a duplicate copy of reporting form sent to the Administrator's office of payment made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

Section 9 – P.E.E.R. 80 Program

The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit of accrual purposes under the plan. The additional contribution for ***P.E.E.R. 80*** must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 10

Bargaining unit work is that work as defined in this collective bargaining agreement performed by employees within the bargaining unit as defined by National Labor Relations Board certification or by historic recognition. Subject to the terms hereof, pension contributions shall be made on individuals performing bargaining unit work, as described herein, it being understood and agreed that nothing contained herein shall expand either the scope of the bargaining unit as duly certified by the National Labor Relations Board or as historically recognized.

For temporary agency personnel ("TAP") performing bargaining unit work, as described herein, hired or utilized for the first time at a particular location on or after this Agreement is fully executed, the Employer shall pay an hourly contribution rate of $.10 from the first day of utilization, but in no case for a period longer than 90 calendar days from the TAP's first utilization in the performance of bargaining unit work, as described herein. After the expiration of this 90-day period, the contribution shall be increased to the full contractual rate stated in the pension clause of the applicable collective bargaining agreement.

ARTICLE XXIII – COMPETITION WITH THE COMPANY

The Company and the Union agree that the employees covered by this Collective Bargaining Agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this Agreement will result in disciplinary action up to and including termination.

ARTICLE XXIV – DRUG AND ALCOHOL POLICY

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

A) The Company is continually committed to providing a safe and productive drug and alcohol-free workplace, as well as maintaining a safe and healthy work environment for all of its employees. This policy supersedes any previous drug and alcohol policy issued by the Company or any of its subsidiaries and affiliates.

B) In order to continue providing a safe and healthy workplace for its employees, the Company has established the practice of conducting pre-employment, random, reasonable suspicion, post-accident and follow-up testing for controlled substances and alcohol misuse. This commitment applies to all employees, regardless of position or stature.

C) It is the policy of the Company that the use, sale, purchase, transfer, possession, consumption, presence in one's system or transportation of any alcoholic beverage by any employee during Company time, while on Company premises, while operating Company equipment or while under the authority of the Company is strictly prohibited.

D) Any employee who violates or refuses to comply with this policy will be subject to immediate termination.

E) This policy applies to all employees of the Company, its subsidiaries and affiliates wherever located, under whatever name, whether regular, temporary, full-time or part-time. The Company retains the sole right to change, amend or modify any term or provision of this policy to comply with applicable federal or state laws and regulations.

F) Although this summary is provided to employees to give them an overview of the Company's *Drug and Alcohol Policy*, every employee is strongly encouraged to read the actual policy that they received at the time of hire.

ARTICLE XXV – D.R.I.V.E.

The Employer will deduct from the paycheck of each employee covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her pay on a weekly basis for all weeks worked, which must be supported by written consent of the employee. The Employer shall transmit to D.R.I.V.E.'s national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee's social security number and the amount deducted from that employee's pay.

AGREED UPON BY THE UNDERSIGNED PARTIES:

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of May 2021.

ALLIED WASTE SYSTEMS, INC. d/b/a **ALLIED WASTE SERVICES OF CONTRA COSTA COUNTY / REPUBLIC SERVICES OF CONTRA COSTA COUNTY**

By: _____

Printed Name: Troy Mancini

Title: General Manager

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 315

By: _____

Printed Name: David Rodriguez

Title: Business Representative

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ATTACHMENT 1

RULES FOR DISPUTE AND GRIEVANCE PROCEDURES

Meetings shall be held on the third (3rd) Thursday of each month. The agenda for each meeting must be received by the Employer and Union representatives one (1) week prior to each meeting. Meetings will alternate between the Employer offices and the offices of Teamsters Local 315.

Officers

1. There shall be a Chairperson of the Employer members of the Committee and a Chairperson of the Union members of the Committee. The two (2) Chairpersons shall alternate in presiding. The Chairperson will serve as Secretary.

Filing of Cases

1. All cases to be heard must have received the benefit of all prior stages of the grievance procedure before they are properly before the Mid-Month Labor-Management Committee.

2. Grievances not submitted to the Union Coordinator ten (10) days prior to the scheduled meeting will not be placed on the agenda. However, discharge cases are not subject to the prior time requirement and may be heard by mutual agreement of both parties.

3. The Union Coordinator shall prepare the agenda and submit it to the Employer Chairperson one (1) week prior to each mid-month meeting.

4. The case may be withdrawn at any time by either party.

5. The case may be postponed by mutual agreement of the parties with proper notification to the Union Coordinator.

Hearing of Cases

1. Meetings will start promptly at 3:00 p.m.

2. Cases must be called in the order they appear on the agenda. Discharge cases shall be heard first.

3. The Chairperson will call each case in order and if either the Union or Employer is not present, five (5) minutes will be allowed for search of the premises to determine their availability. If the party or parties cannot be found, the case moves to the next step of the grievance procedure.

4. The designation of two (2) voting members of the Union and two (2) voting members of the Employer.

5. Discussion and vote will be handled in executive session. Voting shall be by voice on the formerly stated motion.

6. Executive Session: Only voting panel members will be allowed in executive session.

7. All parties present shall recognize the authority of the Chairperson at all times.

8. Legal counsel shall not be permitted to present cases. They may be present, however, to act in an advisory capacity.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

9. Only panel members, persons presenting the case, witnesses and the Chairperson shall be allowed to be present during the hearing of each case.

Order of Business

1. Approval of agenda.
2. Hearing of cases.

Case Presentation Method

1. Identification of parties and witnesses.
2. Reading of the filing by the Chairperson.
3. Question as to timeliness of the filing and full completion of prior stages of the grievance procedure.
4. The moving party presents its case first. In discharge and suspension cases, the Employer shall always be designated as the moving party for purpose of case presentation.
5. The case will be presented in its entirety by the moving party. The second party will then present its case in its entirety. The moving party shall then have an opportunity to rebut the evidence presented by the second party, but shall introduce no new evidence which the second party did not have the opportunity to meet in the presentation at its case. Upon finishing, the Chairperson will open the hearing for questions. Upon conclusion of the questioning, the moving party will rebut and summarize their position. Upon their conclusion, the second party will do the same.
6. Executive session for deliberation.
7. The decision will be read by a member of the executive panel.
8. Deadlocked cases will be placed on the agenda for the permanent arbitrator's meeting and will be heard or settled by the parties prior to the date of that meeting.

Amendments

Additions, deletions and/or amendments may be made by the mutual agreement of both parties. In the event that the parties are unable to reach agreement, the matter shall be submitted to the permanent arbitrator for a binding decision.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County (collectively "Allied") and International Brotherhood of Teamsters and Chauffeurs, Warehousemen and Helpers Local Union No. 315 ("Union" or "Teamsters Local 315"):

As part of the commitments made to each other to reach agreement on new collective bargaining agreements, the Parties agree that:

1. From the below signing date until August 23, 2025, Article VI Paragraph C. shall be modified to add thefollowing:

C. Any employee(s) participating in any activity prescribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill, or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No. 7... 2) at Allied's Pacheco, CA and/or Martinez, CA facilities if the picket line is the result of a primary strike by Teamsters Local 315 against the Company based on an expired Collective Bargaining Agreement to which the Company and Teamsters Local 315 are signatories (for purposes of this sentence only, "Company" means Republic Services, Inc., Richmond Sanitary Service, Inc., Solano Garbage Co., Solano Recycling, Allied Waste Services, Inc., Golden Bear Transfer Station, Inc. and West County Resource Recovery). Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D. Allied for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

This MOU and its modifications will be effective only through midnight on August 23, 2025 when Article VI, Section 3 shall automatically revert back exclusively to the language in the collective bargaining agreement only and any rights established by this MOU will be completely extinguished.

AGREED TO AND ENTERED INTO BY:

ALLIED WASTE SYSTEMS, INC. d/b/a **ALLIED WASTE SERVICES OF CONTRA COSTA COUNTY / REPUBLIC SERVICES OF CONTRA COSTA COUNTY**

By: _____

Printed Name: Tony Mancini

Title: General Manager

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSMEN AND HELPERS OF AMERICA, LOCAL 315

By: _____

Printed Name: David Rodriguez

Title: Business Representative

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Letter of Understanding

Between

RECEIVED
8/11/2022
WCTPT

ALLIED WASTE SYTEMS, INC
(Garbage Collection Unit)

And

Teamsters Local No. 315

This Letter of Understanding amends the Garbage Collection Unit Collective Bargaining Agreement ("CBA") dated August 24, 2020 through August 23, 2025 between Allied Waste Systems, Inc., d/b/a Republic Services of Contra Costa County (the "Company) and Teamsters Local 315 (the "Union") (collectively the "Parties") with reference to the following.

ARTICLE XXII

Section 2 – For Employees Covered Under the Garbage Agreement

Effective September 1, 2020, the Company shall contribute the following monthly sum of Thirteen Hundred Thirty-Four Dollars and Sixty-Four Cents ($1334.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Six Dollars and Sixty-One Cents ($6.61) per hour from the first compensable hour, plus One Dollar and Nine Cents ($1.09) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Seven Dollars and Seventy Cents** ($7.70) per hour.

Effective September 1, 2022, the Company shall contribute the following monthly sum of Fourteen Hundred Thirty-Eight Dollars and Sixty-Four Cents ($1438.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute **Seven Dollars and Thirteen Cents** ($7.13) per hour from the first compensable hour, plus **One Dollar and Seventeen Cents** ($1.17) per hour to fund PEER/80 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Eight Dollars and Thirty Cents** ($8.30) per hour.

ARTICLE XXII-Section 5

In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act ("PPA") or are mandated by the Fund Trustees (the "required contributions"), the Employer will comply with any and all legal obligations to commence making such additional required contributions, provided that the Employer shall divert wages to account for any increased benefit costs. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Letter of Understanding

Between

ALLIED WASTE SYTEMS, INC
(Garbage Collection Unit)

And

Teamsters Local No. 315

Section 9 – P.E.E.R. 80 Program

The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit of accrual purposes under the plan. The additional contribution for ***P.E.E.R. 80*** must at all times be 16.5% of the basic contribution, and cannot be decreased or discontinued at any time.

Section 10

Bargaining unit work is that work as defined in this collective bargaining agreement performed by employees within the bargaining unit as defined by National Labor Relations Board certification or by historic recognition. Subject to the terms hereof, pension contributions shall be made on individuals performing bargaining unit work, as described herein, it being understood and agreed that nothing contained herein shall expand either the scope of the bargaining unit as duly certified by the National Labor Relations Board or as historically recognized.

For temporary agency personnel ("TAP") performing bargaining unit work, as described herein, hired or utilized for the first time at a particular location on or after this Agreement is fully executed, the Employer shall pay an hourly contribution rate of **Ten Cents** ($0.10), from the first day of utilization, but in no case for a period longer than 90 calendar days from the TAP's first utilization in the performance of bargaining unit work, as described herein. ***The Ten Cents ($0.10) is inclusive of the required PEER 80 contribution.*** After the expiration of this 90-day period, the contribution shall be increased to the full contractual rate stated in the pension clause of the applicable collective bargaining agreement.

ALLIED WASTE SYSTEMS, INC. d/b/a
ALLIED WASTE SERVICES OF CONTRA COSTA COUNTY / REPUBLIC SERVICES

By: _____

Printed Name: Tony Mancini

Title: General Manager

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSMEN AND HELPERS OF AMERICA, LOCAL 315

By: _____

Printed Name: Don E Garcia

Title: Sec-Treas

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Western Conference of Teamsters Pension Trust
An Employer-Employee Jointly Administered Pension Plan - Founded 1955

Southwest Administrative Office
225 South Lake Avenue, Suite 1200
Pasadena, CA 91101-3000
(626) 463-6100
(626) 463-6099 Fax

August 12, 2022

Tony Mancini, General Manager
Allied Waste Systems, Inc.
3260 Blume Drive, Suite 200
Richmond, CA 94806

Don E. Garcia, Secretary-Treasurer
Teamsters Local Union No. 315
2727 Alhambra Avenue
Martinez, CA 94553

RE: Garbage Collection Unit Labor Agreement effective August 24, 2020 through August 23, 2025
Contract #: KOYDX
Employer #: 313842 (*non-TAP employees*); 318174 (*TAP employees*)

To the Bargaining Parties:

Your Collective Bargaining Agreement ("Agreement") referenced above has been accepted by the Western Conference of Teamsters Pension Trust with the understanding that the pension contribution rate from August 24, 2020 through August 31, 2020 is $7.40, the same as it had been since the prior Agreement. The Trust's records have been updated with the relevant information from the new Agreement.

We have on file your jointly signed Employer-Union Pension Certificate ("E-U") binding the Parties to the Agreement and Declaration of Trust and Pension Plan which reiterate the Trust's policy that pension contributions are due and owing on all persons performing bargaining unit work regardless of job classification and, at all times, reserves the right to audit Employer records and apply its interpretation of Trust policy. The terms of the E-U apply to the Collective Bargaining Agreement (collectively "Agreement"), a copy of which is enclosed for your convenience, and are perpetual in nature. The obligation to contribute to the Trust Fund will remain in effect beyond expiration of the Agreement.

Please retain this letter to document acceptance of the Agreement. If you have any questions or concerns, please feel free to contact me at drosenberg@wctpt.com or (626) 463-6032.

Sincerely,

Daniel Rosenberg, Contract Administrator
Contract Administration

Enclosure(s): Employer-Union Pension Certificate

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER Allied Waste Systems, Inc.(Garbage Collection Unit) NAME OF ASSOCIATION _____
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER

STREET ADDRESS 3260 Blume Drive, Suite 200 CITY, STATE, ZIP CODE Richmond, Ca. 94806

EFFECTIVE DATE OF THIS LABOR AGREEMENT 8/24/20

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

INDICATE:

RENEWAL ☒ NEW PENSION ACCOUNT ☐ NEW PENSION ACCOUNT BUT EMPLOYER PREVIOUSLY MADE PENSION CONTRIBUTIONS ☐

EMPLOYER OWNERSHIP CHANGE ☐ DATE OF CHANGE _____ SELLER _____

EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES ☐

NAME OF PARENT COMPANY _____

STREET ADDRESS _____ CITY, STATE, ZIP _____

RECEIVED
08/20/2021
Contract Administration
WCTPT

FOR LABOR AGREEMENT RENEWALS:
INDICATE PENSION ACCOUNT NUMBER(S) 313842

EMPLOYER IS A: CORPORATION ☒ PARTNERSHIP ☐ UNINCORPORATED SOLE PROPRIETORSHIP ☐
PUBLIC ENTITY ☐ LIMITED LIABILITY COMPANY ☐ (INDICATE - PARTNERSHIP ☐ CORPORATION ☐)
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 100

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union 315 EMPLOYER Allied Waste Systems Inc. (Garbage Collection Unit)

BY _____ DATE 6/11/21 BY _____ DATE 7-16-21
(SIGNATURE) (SIGNATURE)

Ron E Garcia Tony Mancini
(PRINT NAME OF INDIVIDUAL SIGNING) (PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Secretary-Treasurer PHONE NO. 6730 2225 TITLE General Manager PHONE NO. 925-822-1537

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.

BY _____ DATE 8/11/2022

01/2020

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TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970

(As revised for amendments, extensions and new Pension Agreements effective on or after January 1, 2020)

It is the policy of the Trustees of the Western Conference of Teamsters Pension Trust Fund to accept as Employer Contributions only payments made in accordance with a Pension Agreement that is not detrimental to the Plan. The determination of whether or not a Pension Agreement is detrimental to the Plan shall be made by the Trustees in their sole discretion. However, the list of provisions that follows is furnished as an illustration of those whose inclusion in a Pension Agreement may result in a determination by the Trustees that the Pension Agreement is detrimental to the Plan. It should be noted, however, that the list is not intended as an inclusive list of all such types of provisions.

1. Provisions that limit the employees on whose account contributions are to be made to those above a specific age.
2. Provisions that limit the employees on whose account contributions are to be made to those who will be eligible for retirement within a specified period.
3. Provisions that limit the persons on whose account contributions are to be made to those who have satisfied a specific minimum period of employment or seniority, except that persons performing the work of the bargaining unit may, for a period not to exceed ninety (90) calendar days, be covered under a contribution rate not less than ten (10) cents per hour, including PEER, from their first date of employment or utilization.
4. Provisions that limit the employees on whose account contributions are to be made to those who have worked more than a specified minimum number of hours in a particular period.
5. Provisions that permit contributions on a basis that will produce a contribution less than on all straight time hours worked by the employee, provided that for purpose of this rule paid vacation and paid holiday hours shall be included in straight time hours worked.
6. Provisions which permit or require pension contributions for persons who are not performing the work of the bargaining unit.
7. Provisions which reduce contributions for each compensable hour to less than that which applied prior to any date, except as provided in Number 3 above.
8. Provisions that provide different contribution rates within the same job classification other than during the specified waiting period as defined in Number 3 above. (Different contribution rates for substantially different job descriptions or classifications are permissible as determined by the Trustees in their sole discretion. To illustrate this concept: driver, warehouse, office, mechanic, sales, production would be considered substantially different descriptions/classifications under this provision.)

In administering the foregoing provisions, the Trustees, with regard to the interpretation of these Guidelines, will attempt to accommodate the bona fide needs of the parties to Pension Agreements as long as the Pension Agreements are not detrimental to the Plan. The Trustees, while retaining sole discretion over these issues, invite the parties to Pension Agreements to present proposals to the Trustees in advance of their adoption so that the Trustees may advise the parties on the acceptability of such proposals.

TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS

If a Covered Employer has been on referral to the Trust Fund's attorneys for a period of three months or more for collection of delinquent pension contributions due under a Pension Agreement, then the decision of whether to accept as a Pension Agreement any extensions, renewal, modification or replacement of that Pension Agreement shall be made by the Chairman and Co-Chairman/Secretary, acting jointly, rather than by an Area Administrative Office of the Trust Fund.

This Policy shall not apply to an extension, renewal, modification or replacement of a Pension Agreement where the sole reason the Covered Employer is on referral is a delinquency discovered through an examination of the books and records of the Covered Employer by the Trustees or their representatives or resulting from a Trust billing for contribution amounts supplemental to amounts the Covered Employer has reported to the Trust Fund on monthly transmittal report forms.

This Policy is supplemental to, and not in derogation of, the existing authority of the Chairman and Co-Chairman/Secretary to determine whether a collective bargaining agreement or other written agreement qualifies as a Pension Agreement and whether Employer Contributions under such agreement are accepted under the rules and regulations of the Trust Fund.

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TEAMSTERS BENEFIT TRUST

Revised 5-1-07

APPLICATION AND SUBSCRIBER'S AGREEMENT *for All Monthly (Non-Hour Bank) Plans*

Employer: Allied Waste Systems, Inc. (Garbage Collection Unit)

Address: 3260 Blume Drive, Suite 200

Richmond, Ca. 94806

By Employer		By Union	
Co. is a Corporation	☐	New Account	☐
Partnership	☐	Rate Change	☐
Proprietorship	☐	Contract Renewal	☒
Other	☐	Inter-Fund Transfer	☐

Phone No.: (510) 262-7550 **Employee Benefits Contact Person:** Melissa Hughes

Employees covered as of the effective date of this Agreement (check all that apply):

☒ **Collectively Bargained Employees:** Party to a Master Agreement: ☐ Yes ☒ No. If "yes," name of Employer Association: _____ Number of Collectively Bargained Employees: 100

THE FUND REQUIRES THAT A COPY OF THE COLLECTIVE BARGAINING AGREEMENT BE PROVIDED TO THE PLAN ADMINISTRATION OFFICE.

☐ **Non-Collectively Bargained Employees:** **IF ANY NON-COLLECTIVELY BARGAINED EMPLOYEES ARE COVERED, FUND RULES REQUIRE THAT ALL EMPLOYEES IN THAT GENERAL CATEGORY MUST BE COVERED:** ☐ Supervisors - Number _____ ☐ Clericals - Number _____ ☐ Other (specify) _____ Number _____ Number of Non-Collectively Bargained Employees: _____

☐ **Others:** Retirees ☐ Number _____ COBRA Participants ☐ Number _____ Total Other Employees Covered: _____

EMPLOYEE ELIGIBILITY REQUIRES RECEIPT OF THE FULL CONTRIBUTION. IF THE FULL CONTRIBUTION FOR THE PLAN IS NOT RECEIVED, THE EMPLOYEE WILL NOT BE ELIGIBLE FOR BENEFITS.

Plan Name/Number: Plan 1 **(Current Contribution Rate):** $2,288.00

Supplemental Benefit (SB): _____ $ _____ **Retirement Security Plan?** ☒ Yes ☐ No **(Current Contribution Rate):** $788.57

Supplemental Benefit (SB): _____ $ _____ **SB Benefits (Total Contribution Rate):** $ _____

Supplemental Benefit (SB): _____ $ _____ **Total Contribution on Commencement Date:** $3,031.57

The undersigned Employer has entered into a collective bargaining agreement or agreements with Teamsters Local Union No. 315 under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for acceptance as a participating Employer in the Fund. The Employer hereby adopts the Trust Agreement providing for the Teamsters Benefit Trust and agrees to be bound by its terms and by any amendments adopted in the manner provided therein. The Employer hereby grants power of attorney to the Employer Trustees now in office, and their successors, to administer the Fund as the representatives of the Employer with full authority to act for the Employer in the administration of the Fund.

Commencing on the first day of September 1, 2021 **(based on qualifying hours worked in the preceding month)**, the Employer shall contribute the amount specified by the Trustees to provide; (1) active Plan benefits and (2) post-retirement benefits in the Fund's *Retirement Security Plan*, if provided for in the collective bargaining agreement (CBA), for each employee covered by the CBA and for such additional employees accepted by the Fund as participants in the Plan for the term of the agreement, pursuant to uniform rules. **Contributions are due on the 1st day of the commencement month and payable no later than the 20th day of that month and each month thereafter.** Refer to the Plan's *Guide to Your Benefits* for employee eligibility rules. The *Retirement Security Plan's* eligibility rules are printed on the reverse side of this form.

If the Employer fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Employer understands and agrees that the Trustees may assess certain additional amounts as interest, liquidated damages, attorney's fees and other collection costs. Excess contributions paid to the Fund shall be refunded or credited only for the *36 calendar months* preceding the date the Fund receives notice of the error or, if discovered through a payroll audit by the Fund's accountant, the *36 calendar months* preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustees.

The Employer hereby agrees to make available in the State of California to the Trustees or their agents, all books, records, and papers necessary to conduct an audit to verify that the required contributions have been paid. The Employer hereby agrees that in the event it withdraws from the Fund, the Fund is entitled to assess a withdrawal premium in an amount determined under the Trust Agreement.

It is the purpose and intent of the parties to maintain this Subscriber's Agreement in full force and effect at all times during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscriber's Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke this Subscriber's Agreement by sending written notice thereof by certified mail to the Union and Fund Administrator not less than 30 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties (or written extension thereto). By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable collective bargaining agreement without the consent of the Trustees.

For Union (Print or Type Name) Don E Garcia (Signature) _____ Date: 6/11/21

For Employer (Print or Type Name) Tony Mancini (Signature) _____ Date: 7-16-21

Accepted on _____ ___, _____, **on behalf of the Board of Trustees of the Teamsters Benefit Trust.**

Union Trustee: _____ Employer Trustee: _____

DISTRIBUTION: **Send the signed two-page form to the TBT Plan Administration Office. Completed copies will be returned to Union & Employer.**

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NEW ACCOUNT ☐
RENEWAL ☑

SUPPLEMENTAL INCOME TRUST FUND
Subscriber Agreement for the Supplemental Income 401(k) Plan

The undersigned Employer and Union hereby certify that they are parties to a written labor agreement, and they desire to supplement that Agreement to provide for participation in the Supplemental Income 401(k) Plan. A complete copy of the labor agreement and upon initial participation and no less frequently than annually a roster of the employees currently covered under the agreement (including name, date of birth, address, date of hire, email address and Social Security number) is attached or, if not yet available, will be furnished to the Administrative Office within the next thirty (30) days. The undersigned further certify that the following information is true and correct and accurately reflects the intent of the undersigned Employer and Union.

NAME OF EMPLOYER: Allied Waste Systems, Inc. (Garbage Collection Unit)

NAME OF ASSOCIATION (IF ANY - See Reverse): _____

EMPLOYER STREET ADDRESS: 3260 Blume Drive, Suite 200

CITY, STATE & ZIP CODE: Richmond, Ca. 94806

TERM OF LABOR AGREEMENT: 8/24/20-8/23/25 **EFFECTIVE DATE OF PARTICIPATION IN 401(k) PLAN:** 9/1/2020

APPROXIMATE NUMBER OF EMPLOYEES COVERED BY THIS AGREEMENT: 100

PAY PERIOD (check one): ☑ Weekly ☐ Every Two Weeks ☐ Monthly ☐ Other (specify) _____

The Employer agrees that during each pay period, in addition to any Employer contribution required under the labor agreement, it shall deduct on behalf of any employee covered under the labor agreement the amount that the employee designates on a properly signed "401(k) election form" provided by the Trust Fund. Employers are required to submit a "401(k) election form" for each and every employee for whom an Employer contribution is made and for each and every employee making contributions to the Plan by wage deferral (only one form is required per employee). The Employer agrees to (1) maintain up to date copies of all employee election forms and (2) transmit this deduction (along with the Employer contribution, if any) to the Trust Fund Administrative Office immediately after each payroll period, or no less frequently than twice per month along with the contribution data. The Employer agrees to transmit all monies via Automated Clearing House (ACH) and that every transmittal will show the pay period and date for that transmittal. **Said contributions must be received by the Plan within fifteen (15) calendar days of each pay day and will be considered delinquent if not fully transmitted and received by the Fund by the 15th calendar day following the pay day.** The Employer agrees that 6 percent liquidated damages (or $25.00, whichever is greater) plus interest shall be assessed for contributions past due for a period of two weeks or less, and that 12 percent liquidated damages (or $25.00, whichever is greater) plus interest shall be assessed for contributions past due in excess of two weeks. The Employer further agrees to provide the Trust Fund with notice of any employees who are added to or deleted from the roster of employees covered by the labor agreement (including name, date of birth, address, date of hire, email address and Social Security number) and to update status including new eligible and of change of address information for any employee covered by the labor agreement who notifies the employer of a change in address within 30 days of the date of hire or change of address.

1) **Employee Elective Deferrals; Elective deferrals** will be made based on percentage of total compensation for the pay period ("total compensation" for this purpose defined in the CBA) Federal tax law limits the amount an employee can defer annually. In 2021 that limit is $19,500 (and up to $6,500 in "catch up contributions" for employees age 50 and over) to a 401(k) plan. For employees age 50 and older, Employer hereby also agrees to timely submit "catch up contributions."

2) **Employer Contributions:** Is the Employer obligated under the CBA to make employer contributions on behalf of the employees? ☐ Yes ☑ No
If yes, check the appropriate boxes selected:

☐ Option 1: Flat amount per pay period (the minimum monthly contribution is $20.00) in the amount of $_____.
☐ Option 2: Specified hourly contribution rate per compensable hour of $_____. See CBA and/or Letter of Understanding (page/section) _____.
☐ Option 3: Percentage of total compensation paid to employee during reporting period: ___ 1% ___ 2% ___ 3% ___ 4% ___ 5%, Other percentage ___%.
☐ Option 4: Matching contribution of _____.

Employer tax deductions for contributions to a 401(k) plan are limited by law to 25% of total compensation paid in the year to all employees eligible to participate in the plan.

3) **Operational Fee:**
The Employer is obligated to pay the quarterly operational fee ($4.50 in 2021 but adjusted periodically) for each employee for whom an Employee elective deferral and/or an Employer contribution made on his behalf during a calendar quarter.

4) **Entry/Participation Date:**
Eligibility to participate in the Plan may be delayed for no longer than the first 12 months of employment for newly hired employees. The Union and Employer agree that (initial one):

☐ A. Employees eligible from first hour of employment (no waiting period).
☑ B. Employees eligible after 3 months of employment.

5) **Non-Discrimination Testing/Maximum Contribution:**

This Plan, like all 401(k) plans, must ensure that (1) contributions conform to the Internal Revenue Code's "non-discrimination testing" requirements; (2) Employer contributions and employee deferrals to the Plan do not exceed $57,000 or 100% of the participating employees' compensation (whichever is less); and (3) no employee's contributions will exceed the then current IRS maximum annual contribution ($19,500 and $6,500 in "catch up contributions" for employees age 50 and over in 2021). Under federal law, "non-discrimination testing" is required if any of the employees covered by this Agreement is a 5% owner or is paid over $130,000 (in 2020) in a calendar year. **Do any employees covered by this Agreement own 5% or more of the Employer or make in excess of $130,000 in the calendar year?** YES ☐ NO ☑

If "Yes" is marked above, the Trust Fund will perform the "non-discrimination testing" required by federal law once annually. Employers which may be subject be subject to testing may be eligible to sign an addendum (available from the Administrative Office) to this Agreement permitting "safe harbor" contributions and eliminating the need for testing on a prospective basis. Contact the Administrative Office regarding the safe harbor.

If "No" is marked in the box above, the Employer hereby agrees to annually certify on a form to be provided by the Trust Fund that no employees covered by this Agreement were paid more than $130,000 during that year. *All Employers are also required to certify once annually on a form to be provided by the Trust Fund that no employee's deferrals have exceeded the then current IRS maximum annual contribution ($19,500 and $6,500 in "catch up contributions" for employees age 50 and over in 2020).*

6) **Participant Education:**

The Employer agrees that it shall provide the Trust Fund reasonable access to its employees necessary to provide them with information concerning their investment options under the Plan sufficient to meet the requirements of federal law for a retirement plan in which investments are directed by the participant.

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7) **Duration of this Agreement:**

It is the purpose and intent of the parties to maintain this Subscriber Agreement in full force and effect at all times during which the Employer is obligated by contract or by law to continue participation in the Plan. Accordingly, this Subscriber Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement, during which the Employer agrees to make contributions to the Trust in the manner provided herein and thereafter for the term of any subsequent collective bargaining agreement until revoked. The Employer may revoke this Subscriber Agreement by sending written notice thereof by certified mail to the Union and the Trust Fund not less than 15 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of the collective bargaining agreement or written extension thereto.

The Trust Fund does not accept contributions on behalf of sole proprietors or partners in a partnership. The Trust Fund will accept contributions on behalf of a shareholder of a corporation that is duly organized and operated under the laws of a State of the United States of America who is employed by that corporation to render services pursuant to a Collective Bargaining Agreement or Adoption Agreement.

The undersigned Union and Employer agree to be bound by the Trust Fund's Agreement and Declaration of Trust and shall become party to that agreement upon the submission of contributions to the Fund pursuant to a collective bargaining agreement and/or Subscriber Agreement, and the acceptance of those contributions by the Trust Fund.

UNION: Teamsters Local Union 315 **TEL** (925) 228-2246

BY: [signature]

PRINT NAME: DONE GARCIA

TITLE: SEC-TREAS

EMPLOYER: [illegible] Waste Systems, Inc. (Garbage Collection Unit) **TEL.** 925-822-1537

BY: [signature]

PRINT NAME: Tom Mancini

TITLE: General Manager

ACCEPTED ON BEHALF OF THE TRUSTEES OF THE SUPPLEMENTAL INCOME TRUST FUND:

BY: _____ **DATE:** _____

RETURN WITH SIGNED COLLECTIVE BARGAINING AGREEMENT TO:

Mon Roc Administrators
420 Virginia Street, Suite 2B
Vallejo, CA 94590
1-800-477-3829
Fax: 415-433-5128

Form SIP01 Revised 01/01/2020

TRUST POLICY ON ACCEPTANCE OF TRANSMITTALS TO THE 401(k) PLAN

The Supplemental Income Trust Fund accepts Employer 401(k) Plan transmittals only in accordance with a written labor agreement that is not detrimental to the Plan or in violation of any statute. The determination of whether or not a labor agreement is acceptable to the Plan shall be made by the Trustees at their sole discretion. While the Trustees do not want to interfere in the collective bargaining process, they have determined that the following provisions must be adhered to in order to allow continued participation in the 401(k) Plan:

1. 401(k) Plan deductions for employee wages may be made only pursuant to a signed authorization by the employee covered by a collective bargaining agreement providing for participation in this 401(k) Plan.
2. Transmittals of 401(k) Plan deductions must be made to the Trust Fund in an electronic format specified by the Trust Fund.
3. Transmittals may not be made for persons not covered by the collective bargaining agreement.

* If this Agreement is signed by an Association, the Association warrants and represents that it has written authorization from each listed Employer to sign this Agreement *and* to sign the labor agreement on behalf of such Employer (if the labor agreement is not signed by the Employer). An Association must also attach a list of names and addresses of each such Employer.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.
d/b/a Allied Waste Services of Contra Costa County /
Republic Services of Contra Costa County

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL 315

Vehicle Maintenance Unit

August 24, 2020 through August 23, 2025

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

TABLE OF CONTENTS

Article	Title	Page
Article I	Parties and Terms of Agreement	1
Article II	Recognition	1
Article III	Union Membership	1
Article IV	Management Rights	2
Article V	Union Representative / Bulletin Boards	2
Article VI	Employee List	3
Article VII	No Strikes	3
Article VIII	Wages and Hours	4
Article IX	Vacations	7
Article X	Holidays	8
Article XI	Sick Leave	9
Article XII	Funeral Leave	11
Article XIII	Jury Duty	11
Article XIV	Seniority	11
Article XV	Discipline and Discharge	13
Article XVI	Grievance Procedure	14
Article XVII	Arbitration	15
Article XVIII	Health and Welfare	16
Article XIX	Leave of Absence	17
Article XX	General Provisions	18
Article XXI	Pension	20
Article XXII	Transfer of Work / Subcontracting	23
Article XXIII	Supervisors / Lead Persons	23
Article XXIV	This Contract is Exclusive	24
Article XXV	Instructional Meetings	24
Article XXVI	Workmanship and Efficiency	24
Article XXVII	Competition with the Company	24
Article XXVIII	Drug and Alcohol Policy	24
Article XXIX	D.R.I.V.E.	25
Exhibit "A"	Class A Mechanic Requirements	26
Exhibit "B"	Class B Mechanic Requirements	27
Attachment 1	Rules for Dispute & Grievance Procedures	28

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE I

PARTIES AND TERMS OF AGREEMENT

Section 1

THIS AGREEMENT is effective the 24th day of August, 2020, between ALLIED WASTE SYSTEMS, INC. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County, hereinafter referred to as the "Company" or "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 315, hereinafter referred to as the "Union."

Section 2

This Agreement is effective August 24, 2020, and shall continue in full force and effect through August 23, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless, at least ninety (90) days prior to the end of any anniversary year, either party shall serve notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement, the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement, then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

Section 3

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

ARTICLE II– RECOGNITION

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

ARTICLE III – UNION MEMBERSHIP

Section 1

All employees covered by this Agreement shall become and remain members of the Union within thirty-one (31) days after employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment shall maintain their membership in the Union. Membership, for purposes of this provision, will be deemed satisfied by the employee either (i) becoming a member in good standing by paying the uniform initiation fee and monthly dues and charges pursuant to the Union's Bylaws, or (ii) becoming a financial core member and paying an amount equal to the uniform initiation fee and monthly dues without joining the Union, or (iii) paying a service fee which shall be equal to the percentages of the Union initiation fee and monthly dues which reflects the proportion of the amount the Union's collective bargaining expenditures bear to the Union's total expenditures, provided that the employees choosing this option shall notify the union in writing.

Section 2 – Hiring

The Company retains the exclusive authority over the obtaining and selection of employees. Hiring is a matter within a Company's exclusive discretion. Employees covered by this contract have no right or preference for hire in any other position with the Company not covered by this contract.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 3 – Payroll Deduction

A) Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, and (2) allotments to be made to a credit union as identified in the authorization. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month, and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Avenue., Martinez, CA 94553, by the 15th of each month following the month for which the deductions have been made, together with a list of employees for whom deductions have been made.

B) Deductions for the initiation fee shall be at the rate of no less than $75 a week.

C) Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1 – Listings of Management Rights

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct and control operations; to establish work and quality standards; to perform periodic evaluations of employee job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and, from time to time, redetermine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes and means of productions; the right to hire, select, transfer, promote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority because of lack of work or other legitimate reasons.

Section 2 – Recognition of Management Rights

A) The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations, subject only to the express provisions of this Agreement.

B) The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with wages, hours, terms and conditions of this Collective Bargaining Agreement.

ARTICLE V – UNION REPRESENTATIVE AND BULLETIN BOARDS

Section 1

An accredited representative of the Union may visit the Company's facility during normal business hours with reasonable advance notice to the General Manager or his/her designee to assist the settlement of grievances and to observe the administration of the contract. This privilege will be observed so as not to interfere with an employee's work unless the matter is of such urgency that it cannot wait until after the employee is finished working. The Company shall not deny an accredited representative's visit pursuant to this paragraph except

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

for reasonable, legitimate business reasons, and then only if the Company's representative offers the earliest alternative time that is reasonably available.

Section 2

Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative if they are available. Such representative shall not interfere in any way with or interrupt the operation of the Company's business, cause any lost time by employees during such visit, or conduct Union business or meet with employees who are on the clock, unless the matter is of such urgency that it cannot wait until after the employees are finished working.

Section 3

A) Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of union activities.

B) A Steward who is on disability or other leave of absence will be accompanied by a Union Business Agent at all times when on Company property conducting union business.

Section 4

A) The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting official union notices and a seniority list updated by the Company every six months.

B) The Company will keep one key and the other key will be kept by the business representative or shop steward. All such notices must be on Union letterhead and signed by an authorized representative of the union. There shall be no other general distribution or posting by employees of any kind of literature on Company property.

Section 5 – Official Union Security

Any employee who is elected or officially appointed to office in the Union, which office requires his/her absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss of seniority, entitling him/her upon retirement from such office to reinstatement consistent with his/her seniority. Employees on such leave shall not be eligible for any benefits under this contract.

ARTICLE VI – EMPLOYEE LIST

The Company agrees to furnish to the Union, upon demand, a list of its employees doing bargaining unit work.

ARTICLE VII – NO STRIKES

A) There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts or honoring a picket line except as described herein during the term of this Agreement by the Union, its officers, agents and members, or by the employees.

B) The Union agrees that it will not authorize, ratify or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents and representatives will make a very good faith effort to end such activity.

C) Any employee(s) participating in any activity proscribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No.7 at any property other than an Allied Waste

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

property or facility. Should, under the foregoing conditions, an employee refuses to go through such a pick line, the Company may utilize a non-bargaining unit employee to service the customers.

D) The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

ARTICLE VIII – WAGES AND HOURS

Section 1 – Wages

A) The wages listed below are effective August 24th of each contract year:

	8/24/2020	8/24/2021	8/24/2022	8/24/2023	8/24/2024
Mechanic A	$35.53	$36.53	$37.53	$38.53	$40.03
Mechanic B	$31.05	$32.05	$33.05	$34.05	$35.55
Welder A	$35.53	$36.53	$37.53	$38.53	$40.03
Welder B	$31.05	$32.05	$33.05	$34.05	$35.55
PM Mechanic	$27.63	$28.63	$29.63	$30.63	$31.63
Parts	$27.63	$28.63	$29.63	$30.63	$31.63
Laborer	$20.70	$21.70	$22.70	$23.70	$24.70
Paint & Body	$31.97	$32.97	$33.97	$34.97	$35.97
Tire	$31.97	$32.97	$33.97	$34.97	$35.97

The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

Section 2 – Start Time

A) No employee shall be permitted to start work prior to his/her scheduled starting time without express permission from his/her supervisor.

B) The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed and to assign employees covered by the Agreement to any shift subject to forty-eight (48) hours' notice.

Section 3 – Hours

A) Eight (8) hours, exclusive of lunch period, shall constitute a day's work; forty (40) hours shall constitute a week's work. The provisions of this Article are intended merely to provide for normal hours of work and to provide a basis for determining the number of hours of work for which an employee shall be paid at overtime rates. Employees are entitled to an additional fifteen (15) minute break after eight and one-half (8½) hours of work.

B) A one-half (½) hour lunch period shall be provided on each shift. The Company shall designate the time and length of said break period. Employees will be entitled to two (2) fifteen (15) minute coffee breaks to be taken halfway through the first and second four hours of employment. These breaks will not be combined or taken with lunch.

Section 4 – Weekly Hour Guarantee

The following applies only to full-time employees who have seniority. Unless discharged for cause or affected by an equipment breakdown or other unexpected circumstance, employees will be guaranteed a forty (40) hour work week absence a discharge for cause or reduction in force situation (layoff or recall).

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 5 – Light Duty

Employees called in to work on a light duty program will be guaranteed eight (8) hours pay.

Section 6 – Disabling On-the-Job Injuries

In the event of a disabling injury on the job, an employee shall be entitled to eight (8) hours pay for the day on which the injury occurred.

Section 7– Job Descriptions

A) The job description, function, duties, classification and minimum requirements for Mechanics A and B are attached hereto as Exhibits "A" and "B," respectively. Those employees who are Class A Mechanics on August 24, 1998 shall be grandfathered as to the requirements of having an ASE Master Mechanic Certificate. After August 24, 1998, all employees wishing to become a Class A Mechanic must satisfy all requirements as set forth on Exhibit "A".

B) A PM Mechanic can move to Mechanic B classification and a Mechanic B classification can move to Mechanic A classification by seniority as long as the employee meets the minimum requirements of the position.

C) A PM Mechanic can move to Welder B classification and a Welder B classification can move to Welder A classification by seniority as long as the employee meets the minimum requirements of the position.

D) Mechanics, welders and paint and body repair technicians shall be required to supply the tools set forth in their respective position and classification in Exhibit "A."

Section 8 – Higher Wages

A) Employees who start work at 12:00 PM or anytime thereafter shall receive a shift premium of seventy-five cents ($0.75) per hour over the wage scale.

B) Mechanics now earning above the initial hourly rate for mechanics and welders now earning above the initial hourly rate for welders will not be reduced to that rate but will continue at their current hourly rate. However, such employees will not receive any hourly increases until they either achieve a higher classification or the scheduled increase for their respective classification would bring them above their current rate.

C) No employee shall receive a reduction in pay as a result of this Agreement.

D) Any person assigned work in a classification with a higher wage rate, as determined by management, shall receive the higher wage rate for the entire day.

Section 9 – Voluntary Downgrading

An employee who at his/her own request is placed in a lower classification, will be paid at the current rate of the lower classification.

Section 10 – Overtime

A) Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week, Monday through Friday inclusive.

B) Employees assigned to work on Saturday shall be guaranteed eight (8) hours of pay at time and one-half (1½) the regular rate.

C) Employees called in to work on Sunday shall be paid double (2) time. Employees will be paid at time and one-half (1½) for the Saturdays following Christmas and New Year's Day if these holidays fall during the work week.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

D) No employee is to work overtime unless approved by the Company. Employees are required to work overtime if directed to do so. However, the Company shall give appropriate consideration to an employee's request to be excused from an overtime assignment.

E) In cases of assigned, involuntary overtime required Monday - Friday, the Company will give two (2) hours' notice before end of shift to the impacted employees unless the event creating the need for overtime occurs within two (2) hours of the applicable end of shift.

Section 11 – Pay Period

A) The employees covered by this collective bargaining agreement shall be paid weekly for their labor.

B) Payroll errors will be paid by the next week.

Section 12 – Call Back Pay

An employee who has exited the Company's property at 441 N. Buchanan Circle, Pacheco, CA or 951 Waterbird Way, Martinez, CA after the completion of their shift and are called back to work shall be entitled to a minimum of four (4) hours of work at one and one-half (1½) times their normal hourly rate and shall perform such duties as the Company assigns. This call back pay shall not be applicable if the hours actually worked by the employee while called back are contiguous with work for which the employee was previously scheduled.

Section 13 – Bonus / Incentive Plans

Nothing in this Agreement shall preclude the Company from instituting, implementing, modifying or discontinuing any quality bonus plan and/or incentive compensation system. Such bonus plans or incentive systems shall not be subject to either collective bargaining or the grievance procedure set forth above during the term of this Agreement, unless the Company fails to provide each employee the minimum rates and benefits set forth in this Agreement.

Section 14 – Casual Employees

A) The Company has the right to hire casuals to handle workload fluctuations, cover employee absences and otherwise meet business needs which require temporary or intermittent hiring to supplement the regular employee workforce. As long as the individual is classified as a casual, he/she will be paid at the casual rate and receive overtime as required by law. With the sole exception of pension contributions, a casual employee will not receive any other benefits or payment under this Agreement. An individual hired on a casual basis will be told that he/she is a casual temporary employee. Casual employees cannot work for a period of over six (6) consecutive months.

B) If a casual employee is offered a permanent position, he/she will not receive credit for hours worked towards his/her completion of the probationary period.

C) A casual employee will only become a permanent employee if an opening exists and if the Company, in its sole discretion, determines that the employee is suitable for permanent hire. Casuals will not be used to displace permanent employees.

Section 15 – Part-Time Employees

A) A part-time employee is one working thirty (30) or fewer hours per week. The hours per week limitation will not apply to work of part-time employees during the summer (June through September) when the Company and employee agree to a higher number of hours per week. Part-time employees will be entitled to receive the hours wage rate for the classification worked, pension contributions for hours worked and overtime. Part-time employees working eighty (80) or more hours in a month will qualify for health and welfare benefits in the following month. They will receive no other benefits. Any part-time employee who applies for, is accepted into a full-time position and successfully completes the probationary period, will have his/her seniority with the Company date back to the most recent date of part-time hire, with that date adjusted for all time not worked.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

B) Part-time employees will have dues deducted from their pay after thirty-one (31) days of employment, but will not pay the Union initiation fee.

Section 16 – Job Assignments

A) The Company has the right to assign work on an as-needed basis among employees in the unit. Employees can be transferred from function to function at the determination of the Company.

B) Within the provisions of Article VIII, the Company shall assign and change work hours based upon its business needs. Employees may be assigned a workweek of four (4) or five (5) consecutive days, starting on any day of the week

C) Job assignments among full-time unit employees (excluding shop laborers and PM person) will be rotated in accordance with a schedule developed by the Company at the beginning of each contract year. The rotation will include all shifts. All full-time mechanics shall bid once a year in seniority order for the shifts they will work. The Company shall have the unrestricted right to determine the number of employees and the classification of employees for each shift.

D) The Company will continue to provide a driver's test sign-off, if possible under law, for any qualified employee.

Section 17 – Standby Pay

An employee who is designated as on standby to cover weekend work that is not part of their normal work schedule will be paid two (2) hours pay at one and one-half (1½) times their normal hourly rate to be on weekend standby if they are not called report to a service issue. If an employee who is on weekend standby is called to report to a service issue, they will be guaranteed four (4) hours at one and one-half (1½) times their normal hourly rate. Should they work more than four (4) hours, they will be guaranteed eight (8) hours pay at time and one-half (1½) their normal hourly rate. Employees on weekend standby will be rotated if qualified.

ARTICLE IX – VACATIONS

Section 1 – Vacation Entitlement

Regular, permanent employees having completed one (1) year of continuous service with the Company shall be entitled to an annual vacation with pay of one (1) week.

Regular, permanent employees having completed two (2) years of continuous service with the Company shall be entitled to an annual vacation with pay of two (2) weeks.

Regular, permanent employees having completed five (5) years of continuous service with the Company shall be entitled to an annual vacation with pay of three (3) weeks.

Regular, permanent employees having completed ten (10) years of continuous service with the Company shall be entitled to an annual vacation with pay of four (4) weeks.

Regular, permanent employees having completed fifteen (15) years of continuous service with the Company shall be entitled to an annual vacation with pay of five (5) weeks.

Section 2 – Vacation Pay

Vacation pay shall be computed at 10 percent (10%) over and above the employee's normal rate of pay whether vacation time is actually taken or is cashed out at the end of the year. His/her normal rate of pay shall be that of his/her permanent assignment immediately prior to his/her vacation period.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 3 – Prorate Vacations

Any employee who dies, is laid off, terminated or otherwise severs his/her employment with his/her Company for any reason prior to the completion of his/her vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his/her years of service.

Section 4 – Time Off Required

A) An employee must take vacation each year of the employee's vacation entitlement. Vacation cannot carry over from year to year unless the employee has secured prior written approval from the Company to do so because of unusual circumstances.

B) Employees are limited to two (2) consecutive weeks of time off for vacation unless written management approval for additional consecutive weeks has been obtained.

Section 5 – Time of Vacation Pay

Vacation pay for the period being taken is to be paid to the employee at the completion of his/her last shift prior to commencement of his/her vacation.

Section 6 – Vacation Scheduling

A) The vacation schedule for the next calendar year shall be posted by November 15th. All employees will have until December 15th to select their vacations.

B) Vacations must be taken in no less than one (1) week increments.

C) Disputes regarding selection shall be decided by seniority. However, seniority choice of vacation shall be allowed an employee for only one continuous vacation period each year.

D) The Company retains the right to place a reasonable restriction on the number of employees to be absent at any given time so that vacation scheduling does not interfere with the Company's operations.

ARTICLE X – HOLIDAYS

Section 1 - Holidays

The following days have been agreed upon as holidays:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Christmas Day
Memorial Day	Two (2) Floating Holidays
Fourth of July	Employee's Birthday
Labor Day	

Section 2 – Holiday Pay

If the employee does not work the holiday, the employee will receive straight time pay for the number of straight time hours worked per day of the schedule he/she was working the week of the holiday (8 hours or 10 hours) depending on the schedule. Employees working the holiday will be paid at the rate of double time and one-half (2½) for hours worked.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 3 – Eligibility

The employee must work the day before, the day of and the day after the holiday, unless excused by the Company, in order to receive the double time and one-half (2½) holiday rate of pay. In instances where the Company does not work the holiday, an employee must work the day before and the day after the day on which the holiday falls in order to receive Holiday Pay.

Section 4 – Floating Holiday

The employee must provide the Maintenance Manager or his/her designee at least two (2) weeks' notice in advance of the day to be taken off as a floating holiday. The particular day to be taken off is subject to the Company's approval.

Section 5 – Holiday Falling During Vacation

A) If an employee is on vacation for a week in which a holiday falls, he/she will receive a day of holiday pay upon his/her return from vacation.

B) The Employer will post a sign-up list the week prior to any holiday. The Employer will notify employees the day before the holiday if they can have that holiday off with pay.

ARTICLE XI – SICK LEAVE

Section 1

All full-time regular employees shall receive ten (10) days of sick leave with pay each year commencing with the first day of illness. For any absence that occurs due to an illness, which lasts three (3) consecutive days or longer, the employee must submit a doctor's note upon return to duty. Acceptable written excuses are those that indicate that the employee was seen by a doctor or case nurse. Excuses that are submitted more than one day after return, or do not reflect that the employee was seen by a doctor or case nurse, will not be acceptable. All absences in excess of paid sick days are considered unexcused absences. Language contained in Article XI, Section 7, of the current Agreement that refers to disciplinary action will remain in effect. Language in effect addresses excessive sick leave. All regular full-time employees shall be eligible for sick leave on a prorated basis after four (4) months of service with the Company, retroactive to the date of employment. Sick leave pay shall be payable for days falling during the work week only. The anniversary date will be January 1st each calendar year.

Section 2 – Unused Sick Leave

Unused sick leave shall be paid out once each year to each full-time regular employee at the employee's current daily rate in an amount not to exceed ten (10) days, or by mutual agreement between the Company and the employee, as paid time off to be taken at a time mutually agreed upon. The pay out of unused sick leave shall occur on the last pay period of December each year.

Section 3

Upon resignation, discharge or death, an employee or his/her estate shall collect cash payment for all unused accumulated sick leave.

Section 4

There shall be no accumulation of sick leave. All sick leave earned must be taken in the year in which earned, paid off or taken as time off in accordance with the provisions of Section 2 of this Article.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 5

The Company has the right to deny sick leave pay and/or take disciplinary action if the employee has developed a pattern of sick leave absences as described in Section 7 of this Article below.

Section 6

In cases where an employee is entitled to receive weekly disability benefits under either the *California Unemployment Compensation Act* or the *California Workers' Compensation Act*, the employee shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event exceed, the employee's regular rate of pay.

Section 7 – Absenteeism

A) It is essential to the success of the Company and to the security of everyone's job that productivity schedules are met on time and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.

B) If an employee finds it necessary to be absent or tardy, that employee must notify his/her supervisor no later than one hour prior to his/her scheduled start time.

C) Notification received from another employee, friend or relative is not considered acceptable, except under emergency conditions.

D) If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.

E) Unexcused absences and tardiness will be handled in the following manner upon the employee's return to work.

1. The employee must report to his or her supervisor and disclose the reason for the absence or tardiness:
    a. If the supervisor accepts the reason as valid, no penalty will be imposed.
    b. If the reason is not acceptable, the absence will be considered unexcused, and the employee will be disciplined in accordance with the following rules.
2. An employee who has one (1) unexcused absence and/or tardy will receive a verbal warning. A second (2nd) unexcused absence or tardy will be cause for a written warning letter. A third (3rd) unexcused absence or tardy will be cause for a second written warning letter. A fourth (4th) unexcused absence or tardy in a rolling 12-month period will be grounds for immediate termination.
3. "No Call No Show" is defined as the failure of an employee to call their supervisor by the start of their scheduled work shift and fail to show up to work during their scheduled work shift. In the event an employee fails to call their supervisor by the start of their scheduled work shift and fails to show up to work on their scheduled work shift, that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second (2nd) No Call No Show event, the employee will receive a second written warning letter. On the third (3rd) No Call No Show event within a rolling 12-month period, the employee will be terminated.

G) At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE XII – FUNERAL LEAVE

Section 1

In the event of the death of an employee's parent, spouse, child, brother or sister, grandparent, grandchild, stepparent, stepchild, mother-in-law or father-in-law and brother-in-law or sister-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of death and the date of the funeral or a celebration of life ceremony. The compensable day or days must fall within the employee's regular scheduled work week. The purpose of the funeral leave is to enable the bereaved employee to attend the funeral. No funeral leave benefits shall be given during the vacation period of any employee.

Section 2

If an employee attends a funeral outside the State of California, the employee will be entitled to an additional two (2) days of funeral leave. Such leave is to be taken in accordance with all provisions of this section. The Company may require verification of the need for such leave.

ARTICLE XIII – JURY DUTY

Section 1

An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his/her regular daily straight time rate of pay for the day on which he/she misses work because of reporting for jury duty for a maximum of five (5) days per year.

Section 2

The employee will not, under any circumstances, receive more than a day's pay at his/her regular daily straight time rate. He/she cannot receive pay for working and jury duty pay. An employee is required to do everything possible to work for as much of his/her shift, unless excused by the Company.

Section 3

If the employee is to report to jury duty mid-day or is released from jury duty early, he/she is to come to work immediately, unless excused by the Company.

ARTICLE XIV – SENIORITY

Section 1 – Probationary Period

All regular employees will be subject to a probationary period of ninety (90) working days of employment. Only regular, full-time employees who have completed their probationary period will attain seniority. An employee's seniority date will revert back to his/her date of hire as a permanent full-time employee once the employee successfully completes the probationary period. Only employees who have attained seniority will be eligible for benefits, *i.e.*, sick leave, holidays, vacation, health and welfare.

Section 2 – Layoff and Recall

A) In order to obtain seniority, an employee must have worked ninety (90) days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined herein for regular employees. The Company is the sole judge during this probationary period (consisting of both the ninety (90) day and twelve (12) month requirement) to continue with the employee's

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

employment or to terminate the employee. Seniority shall commence on completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee.

B) In reducing the workforce due to slackness of work, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. An employee must be qualified to do the job. The Employer is not required to train an employee for the job. If an employee is a transfer from another contract, said employee shall go to the bottom of the seniority list. Senior, qualified, capable employees shall be granted preference on all promotions. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period layoff.

Section 3 – Bids

A) All jobs will be posted for bid whenever a permanent vacancy occurs, including all new jobs.

B) A form will be provided to all employees going on leave that will allow them to designate the Shop Steward to sign their name to any bid lists.

Section 4 – Acquisition

Any vacancies, excluding those created as a result of any merger or acquisition shall be offered to regular, full-time qualified employees, in seniority order on the appropriate seniority list where the opening becomes available.

Section 5 – Job Qualifications

The Company reserves the right to establish qualifications for any particular job opening. The qualifications necessary, job requirements, and rate of pay for the opening shall be posted for five (5) working days. The Company will not disqualify an employee from such bid except for just cause. Once having accepted a bid position, an employee may not request a change until such employee has remained in that position for a period of twelve (12) months except to exercise seniority to qualify for a higher paid position or different classification.

Section 6 – Breaks in Seniority

Seniority will be broken, and the employee will be deemed terminated for the following reasons:

a. A resignation;

b. A discharge for cause;

c. Being on layoff for more than twelve (12) months;

d. Being off because of illness or injury, whether or not worked-related, for a period of more than eighteen (18) months;

e. Failure to return from an authorized leave;

f. Failure to respond to a notice of recall (*sent by certified mail*) within two (2) days of the date for recall; and

g. Failure to report or call in for two (2) consecutive scheduled workdays.

Section 7 – Bidding for Overtime

Consistent with current practice, overtime will be bid by seniority.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE XV – DISCIPLINE AND DISCHARGE

Section 1

The Company shall not discharge, suspend or take any disciplinary action against an employee without just cause. With respect to discharge, the employee shall have been issued at least three (3) warning notices prior to discharge, except for the charges set forth below:

a. Insubordination.

b. Theft.

c. Proven dishonesty relating to the employee's job duties.

d. Falsification of time records, driver logs or other official documents.

e. Misappropriation or unauthorized use of Company property or the property of customers.

f. Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property of the Company, its customers or other third-party individuals while on duty or while in a Company-owned or leased vehicle.

g. Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.

h. Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company's Drug and Alcohol policy.

Section 2 – Warning Notice

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. Warning notices may be faxed, mailed. If a letter is postmarked or faxed after ten (10) working days, it will be considered untimely and dismissed. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. If a letter is postmarked or faxed after fifteen (15) days, it will be considered untimely and dismissed. During the period of investigation, the employee shall remain on the job. Employees shall not be required to sign written reprimands. An employee's refusal to sign a written reprimand does not render the warning notice invalid.

Section 3 – Union Notification

A) No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than nine (9) months. A copy of such warning notice(s) shall be sent to the Union shop steward or business agent of the local at or about the time it is given to the employee.

B) The Company will meet and confer with the Union prior to the imposition of a suspension. An exception will be made in cases of gross negligence or insubordination.

Section 4 – Employee Investigation

Any employee on the Company's premises for purposes of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 5 – Company Rules

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement.

Section 6 – Just Cause

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period, either under this Agreement or under a different agreement with the Company.

Section 7 – Reasonable Suspicion

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.

ARTICLE XVI – GRIEVANCE PROCEDURE

Section 1 – Definition of a Grievance

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this grievance procedure, unless otherwise mutually agreed. There shall be no retaliation or discrimination against an employee for filing a grievance.

Step 1 – In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company, in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the Company has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within ten (10) days of a grievance filing, the disciplinary action will be void. However, the Company and Union may mutually agree, in writing, to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10) days following receipt of the notice to submit a written grievance to the Company or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance filing period shall be extended until proper notice has been given.

Step 2 – The parties will meet within ten (10) days following the Company's receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten (10) calendar days after said meeting.

Step 3 – If the grievance is not resolved at Step 2, it shall be submitted to a joint committee of Union and Employer representatives. Grievances involving pay irregularities shall not exceed a period of more than forty-five (45) days prior to the date of filing, unless the failure to file such grievance earlier shall be justified by good cause.

The joint committee of Union and Employer representatives referred to in the above paragraph will be an adjustment panel. The adjustment panel shall meet on a regularly scheduled day once a month to be determined by the parties. The adjustment panel shall be established for the purpose of hearing and deciding disputes which arise and are presented during the term of this Agreement and which involve the interpretation

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

or enforcement of any of the sections of this Agreement or the terms or provisions of Agreements between the parties supplementary hereto. The panel shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The two persons selected by the Union to serve as members of the adjustment panel shall not include persons on the payroll of the Employer involved in the dispute. The adjustment panel shall elect a chairperson and secretary to adopt rules of procedure. A majority decision by the adjustment panel shall be final and binding.

Panel members for the Union shall not be employed by Local 315. The Employer panel members shall not be from where the grievance was generated.

Step 4 – If the above joint committee fails to issue a final and binding decision due to a deadlock, then in order to proceed to arbitration, the Employer or Union must request arbitration within five (5) calendar days of receipt of written notice of deadlock.

ARTICLE XVII – ARBITRATION

Section 1

If arbitration is requested in accordance with the above requirements, the parties agree to the selection of a mutually agreed upon arbitrator, who shall meet every other month on a regularly scheduled basis in the event that the dispute is not settled by the Joint Labor-Management Committee. The permanent arbitrator shall not be changed for a minimum period of one (1) year. In the event that either party wishes to change arbitrators and after completion of the one (1) year period, the party wanting the change must notify the other party by Certified Mail not later than thirty (30) days before the expiration of the one (1) year period.

Section 2

Jurisdiction of the arbitrator is limited to:

a. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provision of this Agreement; and

b. The rendition of a decision or award which is not retroactive to a date preceding the time of events giving rise to the grievances; and

c. The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based; and

d. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs, if any; and

e. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to the arbitrator, provided that such time period may be extended by both parties.

Section 3

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 4

No one arbitrator shall have more than one (1) grievance submitted to him/her and under consideration by him/her at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered his/her decision in writing.

Section 5

The decision and award of the arbitrator within the limits herein described shall be final and binding upon the Company and the Union, except that either party may petition the court for an order vacating or confirming the award, as provided by law.

Section 6

The arbitration fees and expenses, and any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of the case.

ARTICLE XVIII – HEALTH AND WELFARE

Section 1

A) The Company agrees to utilize Teamsters Benefit Trust Plan 1 ("TBT Plan 1") (which includes employee and dependent hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of TBT Plan 1 up to Twenty-Two Hundred Forty-Three Dollars ($2,243.00) per employee per month for each employee who works eighty (80) hours or more in the month. Effective January 1st of each contract year, the Company will be responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The following increases are as follows:

B) ***Effective 1/1/2021***, the Employer agrees to contribute up to $2,333.00 per employee for this contract term.

C) ***Effective 1/1/2022***, the Employer agrees to contribute up to $2,426.00 per employee for this contract term.

D) ***Effective 1/1/2023***, the Employer agrees to contribute up to $2,523.00 per employee for this contract term.

E) ***Effective 1/1/2024***, the Employer agrees to contribute up to $2,624.00 per employee for this contract term.

F) ***Effective 1/1/2025***, the Employer agrees to contribute up to $2,729.00 per employee for this contract term.

Section 2

A) Unused monies from the prescribed caps referenced above may be used to fund any Teamsters Benefit Trust Retirement Security Plan increases or Pension Protection Act surcharges as described in Article XXI, Section 4.

B) In addition, the Company agrees to pay the current amount of Seven Hundred Eighty-Eight and 57/100 Dollars ($788.57) to the Teamsters Benefit Trust Retiree Security Plan (RSP) per employee per month for each employee who works eighty (80) hours or more in the month. The Company is responsible for a maximum payment of:

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Date	Monthly Maximum
1/1/2021	$820.00
1/1/2022	$853.00
1/1/2023	$887.00
1/1/2024	$923.00
1/1/2025	$959.00

The balance will be paid by the employee through unused money from health and welfare caps and/or payroll deduction as described below.

C) If this amount is insufficient to maintain the level of benefits, the Employees shall be responsible for the excess costs for health and welfare and RSP in the form of increased payroll deductions. However, at any time during this Agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the TBT Plan 1 as long as the coverage is equivalent to that provided by TBT Plan 1. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator in accordance with the provisions of the Grievance and Arbitration procedures. In the event of a change in the Plan, the RSP will remain intact.

D) "Employee" shall mean any employee who has attained seniority as spelled out in Article XIV.

E) If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits which would have been provided by such insurance coverage.

ARTICLE XIX – LEAVE OF ABSENCE

Section 1 – Approved Leave

A) The Company shall comply with the provisions of the Family Medical Leave Act of 1993. After an employee returns from FMLA leave, they may still use scheduled unused vacation. Pay will be calculated based upon accrual. In the event than an employee has expended all accrued vacation during the FMLA leave, they may still use scheduled vacation on an unpaid basis provided it has been approved by management.

B) Any employee desiring a leave of absence from his/her employment shall give ten (10) days written notice to his/her Company and shall obtain written permission from the Company for the leave and any extension of the leave. Any such leave or extension therefore shall be for a maximum of four months. The Company shall notify the Union of the leave and of the employee's return to work following the leave.

Section 2 – Conditions of a Leave

A) The employee shall not engage in gainful employment during an approved leave. An employee who has received an approved leave shall not receive a further leave for other than statutorily required reasons or medical reasons in a three-year period. A leave of absence shall be without pay.

B) A leave of absence shall not result in the loss of seniority rights.

C) Employees on leaves of absence are expected to maintain their membership in the Union in good standing.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

D) The employee shall make suitable arrangements for continuance of health and welfare payments consistent with the health and welfare policy or request discontinuance of health and welfare benefits before the leave is approved. An employee's failure to make suitable arrangements, prior to commencement of a leave of absence, or subsequent failure to make promised premium payments, will result in the discontinuation of health and welfare coverage.

E) The above provisions shall not conflict with the employee's rights under Family Medical Leave Act or the Pregnancy Disability Act.

Section 3 – Effect of Vacation / Holidays

A) Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.

B) All regular employees off the job due to illness or off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of the illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.

C) All regular employees off due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period of one (1) year from date of injury.

Section 4 – Cut-Off in Seniority

An employee who does not return from an approved leave will have his/her seniority broken.

ARTICLE XX – GENERAL PROVISIONS

Section 1 – Rules and Regulations

The Company shall have the right to make reasonable rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement. The Company will provide the Union with a copy of all such rules and regulations.

Section 2 – Safety Committee

For the duration of this Agreement, the Company agrees that it will continue to have safety procedures in the workplace, which it has or may hereafter adopt in fulfillment of its Injury and Illness Prevention Program. Unit employees will be given notice of such procedures. Disputes over safety conditions affecting unit members shall be subject to the grievance/arbitration procedure.

Section 3 – Protective Clothing, Tools and Equipment

A) The Company agrees to furnish free of charge to each and every member of the unit, any and all required uniforms including one (1) set of rain gear each year, caps and/or hats. The Company agrees to reimburse employees up to $250 per calendar year for the purchase of work boots. The employee must present a receipt to qualify for reimbursement. Reimbursement of work boots shall be made within two pay periods of submission of receipt by the employee.

B) The upkeep and laundry of uniforms must be borne by the Company. The Company shall reserve the right to enforce the proper wearing of all assigned uniforms in performance of job duties. Uniforms are required.

C) The Company agrees to furnish all employees one (1) pair of gloves each month if requested to do so by the employee. The employee will be required to turn in his/her gloves before receiving a new pair. Any safety equipment required by the Company will be provided to the employees. The employees have the obligation to keep such equipment and apparel in good condition.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

D) If an employee wears prescription eyeglasses, the Company agrees to furnish, free of charge, one (1) pair of safety eyewear per year. The employee must present a prescription and a receipt for eyeglasses before being reimbursed.

E) The employee will receive a new Company-furnished item only if he/she turns in the used item to the office and only if replacement is necessary.

F) All mechanics, welders and paint and body repair technicians will be required to provide the hand tools and equipment for the respective grades in accordance with the Company's tool list. Class A, B and C mechanics are entitled to reimbursement for up to Six Hundred Dollars ($600.00) per calendar year to purchase tools required for specialized equipment. Submission of a receipt is required to qualify for reimbursement.

G) The Company will furnish special tools, certain power tools, electric tools and replace broken drill bits, files and hacksaw blades that are damaged at the workplace. Pneumatic tools shall be either repaired or replaced at the Company's option should the need arise. All pneumatic tools shall be used on the Company's premises only. The employee must have completed six (6) months of employment in order to qualify for the benefit. The expense of the repaired or replaced tool shall be shared equally between the Company and the employee.

H) The employee is responsible for the proper use and care of all Company supplied tools and equipment. The employee will be required to report any and all damage or repairs needed to such tools and equipment.

I) The Union agrees that the Company has the right to institute reasonable rules for the purpose of providing tool insurance, including, but not limited to, requirements for tool inventories, audit of tool inventories, restrictions on the removal of tools from the Company's premises and proper safeguarding of tools by employees.

J) The Company will not subcontract bargaining unit work. Temporary employees may be used in cases of manpower shortages or emergencies.

K) The Employer has advised the Union of its intent to install Video Event Recorders and GPS devices in all of their vehicles, including all types of vehicles driven by employees in classifications covered under the Collective Bargaining Agreement. The parties agree and understand that current and future technology may be needed to meet customer, operational and competitive demands. No employee shall be disciplined if such discipline is based solely upon information received from a Video Event Recorder or GPS device or any successor system unless the employee engaged in dishonesty as outlined in this Agreement or the employee violated federal or state law. Any such discipline is subject to Article XV of the Collective Bargaining Agreement. The Employer will advise the employee before an investigatory interview that there is video or GPS evidence pertaining to the matters to be discussed.

L) The Company may implement paperless communication for maintenance related functions, dispatch-driver coordination and routing via hand-held or in-vehicle computer tablets as it deems necessary, both as to the decision and the effects.

Section 4 – Suspension of Driver's License

If an employee loses his/her license for a period of thirty (30) days or less, he/she will be suspended, without pay, for the period of his/her license suspension. Any employee who loses his/her license for a period greater than thirty (30) days will be terminated.

Section 5 – Respect and Dignity

The Company will treat employees with dignity and respect at all times. Employees will also treat each other as well as representatives of the Company with dignity and respect.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE XXI – PENSIONS

Section 1 – Company Contributions

A) The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from the first compensable hour.

B) For probationary employees, the Employer shall pay an hourly contribution rate of Ten Cents ($0.10) to PEER/82 during the probationary period as defined in Article XIV-Seniority, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article XXI-Pensions of the Agreement. After the expiration of the probationary period as defined in Article XIV-Seniority, but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

C) Time paid for but not worked such as holidays, vacation time and sick leave, pay shall be considered as time worked for purposes of this Article.

Section 2 – For Mechanics, Welders, Paint & Body Technicians, Parts

Effective September 1, 2020, the Company shall contribute the monthly sum of Thirteen Hundred Fifty-Seven Dollars and Seventeen Cents ($1,357.17) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Two Cents ($7.02) per hour from the first compensable hour, plus Eighty-One Cents ($0.81) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Seven Dollars and Eighty-Three Cents ($7.83) per hour.

Effective September 1, 2021, the Company shall contribute the monthly sum of Fourteen Hundred Dollars and Fifty-One Cents ($1,400.51) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Twenty-Five Cents ($7.25) per hour from the first compensable hour, plus Eighty-Three Cents ($0.83) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Eight Dollars and Eight Cents ($8.08) per hour.

Effective September 1, 2022, the Company shall contribute the monthly sum of Fourteen Hundred Forty-Three Dollars and Eighty-Four Cents ($1,443.84) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Forty-Seven Cents ($7.47) per hour from the first compensable hour, plus Eighty-Six Cents ($0.86) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Eight Dollars and Thirty-Three Cents ($8.33) per hour.

Effective September 1, 2023, the Company shall contribute the monthly sum of Fourteen Hundred Eighty-Seven Dollars and Seventeen Cents ($1,487.17) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Seventy Cents ($7.70) per hour from the first compensable hour, plus Eighty-Eight Cents ($0.88) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Eight Dollars and Fifty-Eight Cents ($8.58) per hour.

Effective September 1, 2024, the Company shall contribute the monthly sum of Fifteen Hundred Thirty Dollars and Fifty Cents ($1,530.50) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Seven Dollars and Ninety-Two Cents ($7.92) per hour from the first compensable hour, plus Ninety-One Cents ($0.91) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Eight Dollars and Eighty-Three Cents ($8.83) per hour.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 3 – For Shop Laborers

Effective September 1, 2020, the Company shall contribute the monthly sum of Nine Hundred Eighty-Seven Dollars and Ninety-Eight Cents ($987.98) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Five Dollars and Eleven Cents ($5.11) per hour from the first compensable hour, plus Fifty-Nine Cents ($0.59) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Seventy Cents ($5.70) per hour.

Effective September 1, 2021, the Company shall contribute the monthly sum of One Thousand Thirty-One Dollars and Thirty-One Cents ($1,031.31) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Five Dollars and Thirty-Four Cents ($5.34) per hour from the first compensable hour, plus Sixty-One Cents ($0.61) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Five Dollars and Ninety-Five Cents ($5.95) per hour.

Effective September 1, 2022, the Company shall contribute the monthly sum of One Thousand Seventy-Four Dollars and Sixty-Four Cents ($1,074.64) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Five Dollars and Fifty-Six Cents ($5.56) per hour from the first compensable hour, plus Sixty-Four Cents ($0.64) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Twenty Cents ($6.20) per hour.

Effective September 1, 2023, the Company shall contribute the monthly sum of Eleven Hundred Seventeen Dollars and Ninety-Eight Cents ($1,117.98) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Five Dollars and Seventy-Eight ($5.78) per hour from the first compensable hour, plus Sixty-Seven Cents ($0.67) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Forty-Five Cents ($6.45) per hour.

Effective September 1, 2024, the Company shall contribute the monthly sum of Eleven Hundred Sixty-One Dollars and Thirty-One Cents ($1,161.31) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Six Dollars and One Cent ($6.01) per hour from the first compensable hour, plus Sixty-Nine Cents ($0.69) per hour to fund PEER/82 (Program for Enhanced Early Retirement) from the first compensable hour for a total of Six Dollars and Seventy Cents ($6.70) per hour.

Section 4

Pension Protection Act language will not be effective until January 1, 2013.

In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act ("PPA") or are mandated by the Fund Trustees (the "required contributions"), the Employer will comply with any and all legal obligations to commence making such additional required contributions, provided that the Employer shall offset the added cost in the form of wage reductions. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 5 – Payments During Leaves of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Company of such an absence, the Company shall continue to make the required health and welfare and pension contributions for a period of three (3) months (twelve weeks) after contribution for active employment ceases. If an employee is injured on the job, the Company shall continue to pay the required health and welfare and pension contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months beginning with the first month after contribution for active employment ceases. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies and the level of benefits provided shall be at the sole discretion of the Board of Trustees.

Section 6 – Delinquent Contributions

Action for delinquent contributions may be instituted by the Local Union or the Area Conference of Trustees.

Section 7 – Posting Notice

The Company shall post on the Union's bulletin board a duplicate copy of reporting form sent to the Administrator's office of payment made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

Section 8 – P.E.E.R. 82 Program

The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for the benefit of accrual purposes under the plan. The additional contribution for the ***P.E.E.R. 82*** must at all times be eleven and one-half percent (11.5%) of the basic contribution, and cannot be decreased or discontinued at any time.

Section 9 – Teamsters 401(k)

The employees may contribute to a Teamsters Supplemental 401(k) plan.

Section 10 – Temporary Agency Personnel

Bargaining unit work is that work as defined in this collective bargaining agreement performed by employees within the bargaining unit as defined by National Labor Relations Board certification or by historic recognition. Subject to the terms hereof, pension contributions shall be made on individuals performing bargaining unit work, as described herein, it being understood and agreed that nothing contained herein shall expand either the scope of the bargaining unit as duly certified by the National Labor Relations Board or as historically recognized.

For temporary agency personnel ("TAP") performing bargaining unit work, as described herein, hired or utilized for the first time at a particular location on or after this Agreement is fully executed, the Employer shall pay an hourly contribution rate of $.10 from the first day of utilization, but in no case for a period longer than 90 calendar days from the TAP's first utilization in the performance of bargaining unit work, as described herein. After the expiration of this 90-day period, the contribution shall be increased to the full contractual rate stated in the pension clause of the applicable collective bargaining agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE XXII – TRANSFER OF WORK / SUBCONTRACTING

Section 1

Should the Company transfer work presently performed or hereafter assigned to the collective bargaining unit working at its present location to another operation of the Company (the Company is Allied Waste Services of Contra Costa County) within the jurisdiction of Teamsters Local No. 315 in Contra Costa County, which transfer would result in the termination of employees covered by this Agreement, the Company will provide to the Union as much advance notice as possible (no less than thirty [30] days) prior to any transfer and thereafter consult with the Union concerning the transfer. The Company will offer bargaining unit employees, by seniority, and by mechanics, welder, paint and body repair technician and shop laborer classification, available job opportunities at the new operation. If employees accept a transfer, they will retain their Company seniority for the purpose of fringe benefits. The Company will also discuss with the Union whether to pay severance to any individuals who do not obtain employment in the new operation.

Section 2

No employee employed as of the date of ratification of this Agreement shall be terminated due to the Company's utilization of any subcontractor.

Section 3

In addition to repair work historically performed by outside vendors, supplemental, non-permanent employees may be used as set forth below. Supplemental, non-permanent for the purposes of this provision may be employees from another location within the Company, an agency, service vendor or any third party that can provide employees with the necessary skills to perform the work. The Company may utilize supplemental, non-permanent employees in the Maintenance Department when the number of trucks on the down truck list is equal to or greater than ten percent (10%) of the number of routes in a given day (example: if there are 150 routes in a given day and there are 15 or more trucks on the down truck list); or when ten percent (10%) or more of the bargaining unit employees stationed at the Pacheco hauling location are absent as a result of an unscheduled absence in the Vehicle Maintenance Unit. Unscheduled absences for the purposes of this provision are defined as any of the following: FMLA, Workmen's Comp or a Sick Day. The Company agrees to utilize a supplemental, non-permanent employee for no more than sixty (60) total working days in a rolling twelve (12) month period. The intent is that the Company will not use supplemental, non-permanent employees to diminish the number of employees in the bargaining unit.

ARTICLE XXIII – SUPERVISORS / LEAD PERSONS

Section 1

Supervisors may train employees to operate machinery and equipment. Supervisors may themselves train on machinery and equipment in order to learn unit work. A supervisor can cover for an employee in a bona fide emergency situation and may, on occasion, perform bargaining unit work to resolve productivity issues, provided that this will not occur on a continuous basis. Supervisors will not perform bargaining unit work to the extent that they displace a unit person.

Section 2

Lead persons who are part of the unit may be selected by the Company, at the Company's discretion, and may, also at the Company's sole discretion, be paid at a rate up to one hundred and five percent (105%) of the highest grade in their respective job classification.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE XXIV – THIS CONTRACT IS EXCLUSIVE

This Agreement sets forth the employees' exclusive entitlement to wages and benefits. Any wage or benefit not expressly referenced in this Agreement may be discontinued at the discretion of the Company.

ARTICLE XXV – INSTRUCTIONAL MEETINGS

Employees may be required to attend meetings scheduled by the Company for the purpose of instruction or information relative to changes in equipment, new processes or such other matters that are deemed necessary for the proper, safe and efficient performance of their assignments. Employees shall be compensated for their attendance at these meetings only if their regular assigned shift coincides with the time selected by the Company for such instruction.

ARTICLE XXVI – WORKMANSHIP AND EFFICIENCY

Employees shall maintain an acceptable quality of workmanship in all phases of their work. Company shall have the right to discipline employees for, without limitation, excessive errors, comebacks, omissions or negligence. Employees who fail to correct such performance deficiencies after written warning shall be subject to discipline.

ARTICLE XXVII – COMPETITION WITH THE COMPANY

The Company and the Union agree that the employees covered by this Collective Bargaining Agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this Agreement will result in disciplinary action up to and including termination.

ARTICLE XXVIII – DRUG AND ALCOHOL POLICY

A) The Company is continually committed to providing a safe and productive drug and alcohol-free workplace, as well as maintaining a safe and healthy work environment for all of its employees. This policy supersedes any previous drug and alcohol policy issued by the Company or any of its subsidiaries and affiliates.

B) In order to continue providing a safe and healthy workplace for its employees, the Company has established the practice of conducting pre-employment, random, reasonable suspicion, post-accident and follow-up testing for controlled substances and alcohol misuse. This commitment applies to all employees, regardless of position or stature.

C) It is the policy of the Company that the use, sale, purchase, transfer, possession, consumption, presence in one's system or transportation of any alcoholic beverage by any employee during Company time, while on Company premises, while operating Company equipment or while under the authority of the Company is strictly prohibited.

D) Any employee who violates or refuses to comply with this policy will be subject to immediate termination.

E) This policy applies to all employees of the Company, its subsidiaries and affiliates wherever located, under whatever name, whether regular, temporary, full-time or part-time. The Company retains the sole right to change, amend or modify any term or provision of this policy to comply with applicable federal or state laws and regulations.

F) At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one (1) year or less. Conditions are: completes treatment in the Teamsters Assistance Program ("TAP"); would be used as needed in the pool in a helper position; the

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

employee would lose their bid route. The employee would be subject to drug and/or alcohol testing at the Employer's discretion for a period of three (3) years. Each case will not be precedent setting.

ARTICLE XXIX – D.R.I.V.E.

The Employer will deduct from the paycheck of each employee covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her pay on a weekly basis for all weeks worked, which must be supported by written consent of the employee. The Employer shall transmit to D.R.I.V.E.'s national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee's social security number and the amount deducted from that employee's pay.

AGREED UPON BY THE UNDERSIGNED PARTIES:

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of August, 2021.

ALLIED WASTE SYSTEMS, INC. d/b/a **ALLIED WASTE SERVICES OF CONTRA COSTA COUNTY / REPUBLIC SERVICES OF CONTRA COSTA COUNTY**

By: _____

Title: General Manager.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 315

By: _____

Title: Business Representative

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT "A"

Class "A" Mechanics

Minimum Requirements: Must have an ASE Certificate (Master Mechanic), heavy-duty truck; must have a Class B or Class A Commercial Driver's License (CDL) with a good driving record.

Duties:

1. Performs repairs and maintenance work in a productive, efficient and safe manner.
2. Provides all hand tools necessary to efficiently and safely perform repairs assigned.
3. Provides technical assistance to other mechanics that are having difficulty determining how to make a repair.
4. Ensures the accuracy of all records. Makes sure repair orders are properly filled out with parts, price and part number, and reflect clock-in and clock-out time.
5. Ensures by personal inspection that all preventive maintenance and repairs are properly accomplished in a quality manner.
6. Determines what parts are required and examines parts to determine cause of failure.
7. Enforces all Company policies and ensures that all procedures are properly followed, *i.e.*, OSHA and environmental regulations.
8. Enforces proper safety practices, ensuring that the garage is clean and safe at all times.
9. Enforces security policies and procedures to protect the Company from pilferage of parties and supplies.
10. Ensures that all repairs performed are productive. Communicates poor employee performance to managers or supervisors so that disciplinary actions may be taken.
10. Employee is responsible for controlling their overtime hours. Any hours over their regularly scheduled hours must be pre-approved by the manager or supervisor.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT "B"

Class "B" Mechanics

Function: Under immediate supervision, performs any and all necessary repairs and maintenance work as assigned by the foreman, supervisor or lead mechanic.

10. **Minimum Requirements**: Is required to have a Commercial Driver's License (CDL) Class B and at least two (2) ASE certifications with at least one (1) the ASE certifications in brakes.

Duties:

1. Performs repairs and maintenance work in a productive, efficient and safe manner.
2. Informs the foreman or supervisor when one assignment is complete and another work assignment is required.
3. Indicates to the foreman or supervisor any repairs found to be necessary which were not previously assigned.
4. Records all time spent and parts used on the appropriate forms provided.
5. Informs the foreman or supervisor immediately of any unsafe practices or conditions.
6. Provides all hand tools necessary to efficiently and safely perform repairs assigned.
7. Enforces all Company policies and ensures that all procedures are properly followed, *i.e.*, OSHA and environmental regulations.
8. Employee is responsible for controlling their overtime hours. Any hours over your regularly scheduled hours must be pre-approved by the manager or supervisor.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ATTACHMENT 1

RULES FOR DISPUTE AND GRIEVANCE PROCEDURES

Meetings shall be held on the third (3rd) Thursday of each month. The agenda for each meeting must be received by the Employer and Union representatives one (1) week prior to each meeting. Meetings will alternate between the Employer offices and the offices of Teamsters Local 315.

Officers

1. There shall be a Chairperson of the Employer members of the Committee and a Chairperson of the Union members of the Committee. The two (2) Chairpersons shall alternate in presiding. The Chairperson will serve as Secretary.

Filing of Cases

1. All cases to be heard must have received the benefit of all prior stages of the grievance procedure before they are properly before the Mid-Month Labor-Management Committee.

2. Grievances not submitted to the Union Coordinator ten (10) days prior to the scheduled meeting will not be placed on the agenda. However, discharge cases are not subject to the prior time requirement and may be heard by mutual agreement of both parties.

3. The Union Coordinator shall prepare the agenda and submit it to the Employer Chairperson one (1) week prior to each mid-month meeting.

4. The case may be withdrawn at any time by either party.

5. The case may be postponed by mutual agreement of the parties with proper notification to the Union Coordinator.

Hearing of Cases

1. Meetings will start promptly at 3:00 p.m.

2. Cases must be called in the order they appear on the agenda. Discharge cases shall be heard first.

3. The Chairperson will call each case in order and if either the Union or Employer is not present, five (5) minutes will be allowed for search of the premises to determine their availability. If the party or parties cannot be found, the case moves to the next step of the grievance procedure.

4. The designation of two (2) voting members of the Union and two (2) voting members of the Employer.

5. Discussion and vote will be handled in executive session. Voting shall be by voice on the formerly stated motion.

6. Executive Session: Only voting panel members will be allowed in executive session.

7. All parties present shall recognize the authority of the Chairperson at all times.

8. Legal counsel shall not be permitted to present cases. They may be present, however, to act in an advisory capacity.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

9. Only panel members, persons presenting the case, witnesses and the Chairperson shall be allowed to be present during the hearing of each case.

Order of Business

1. Approval of agenda.
2. Hearing of cases.

Case Presentation Method

1. Identification of parties or witnesses.
2. Reading of the filing by the Chairperson.
3. Question as to timeliness of the filing and full completion of prior stages of the grievance procedure.
4. The moving party presents its case first. In discharge and suspension cases, the Employer shall always be designated as the moving party for purpose of case presentation.
5. The case will be presented in its entirety by the moving party. The second party will then present its case in its entirety. The moving party shall then have an opportunity to rebut the evidence presented by the second party, but shall introduce no new evidence which the second party did not have the opportunity to meet in the presentation at its case. Upon finishing, the Chairperson will open the hearing for questions. Upon conclusion of the questioning, the moving party will rebut and summarize their position. Upon their conclusion, the second party will do the same.
6. Executive session for deliberation.
7. The decision will be read by a member of the executive panel.
8. Deadlocked cases will be placed on the agenda for the permanent arbitrator's meeting and will be heard or settled by the parties prior to the date of that meeting.

Amendments

Additions, deletions and/or amendments may be made by the mutual agreement of both parties. In the event that the parties are unable to reach agreement, the matter shall be submitted to the permanent arbitrator for a binding decision.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

TEAMSTERS BENEFIT TRUST

Revised 5-1-07

APPLICATION AND SUBSCRIBER'S AGREEMENT *for All Monthly (Non-Hour Bank) Plans*

Employer: Allied Waste Systems, Inc. (Vehicle Maintenance Unit)

Address: 3260 Blume Drive, Suite 200

Richmond, Ca .94806

By Employer		By Union	
Co. is a Corporation	☒	New Account	☐
Partnership	☐	Rate Change	☐
Proprietorship	☐	Contract Renewal	☒
Other	☐	Inter-Fund Transfer	☐

Phone No.: (510) 262-7550 **Employee Benefits Contact Person:** Melissa Hughes

Employees covered as of the effective date of this Agreement (check all that apply):

☒ **Collectively Bargained Employees:** Party to a Master Agreement: ☐ Yes ■ No. If "yes," name of Employer Association: _____ Number of Collectively Bargained Employees: 30

THE FUND REQUIRES THAT A COPY OF THE COLLECTIVE BARGAINING AGREEMENT BE PROVIDED TO THE PLAN ADMINISTRATION OFFICE.

☐ **Non-Collectively Bargained Employees:** **IF ANY NON-COLLECTIVELY BARGAINED EMPLOYEES ARE COVERED, FUND RULES REQUIRE THAT ALL EMPLOYEES IN THAT GENERAL CATEGORY MUST BE COVERED:** ☐ Supervisors - Number _____ ☐ Clericals - Number _____ ☐ Other (specify) _____ Number _____

Number of Non-Collectively Bargained Employees: 0

☐ **Others:** Retirees ☐ Number _____ COBRA Participants ☐ Number 315 Total Other Employees Covered: _____

EMPLOYEE ELIGIBILITY REQUIRES RECEIPT OF THE FULL CONTRIBUTION. IF THE FULL CONTRIBUTION FOR THE PLAN IS NOT RECEIVED, THE EMPLOYEE WILL NOT BE ELIGIBLE FOR BENEFITS.

Plan Name/Number: Plan 1 **(Current Contribution Rate):** $2,268.00

Supplemental Benefit (SB): _____ $ _____ **Retirement Security Plan?** ■ Yes ☐ No **(Current Contribution Rate):** $788.57

Supplemental Benefit (SB): _____ $ _____ **SB Benefits (Total Contribution Rate):** $ _____

Supplemental Benefit (SB): _____ $ _____ **Total Contribution on Commencement Date:** $3,031.57

The undersigned Employer has entered into a collective bargaining agreement or agreements with Teamsters Local Union No. 315 under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for acceptance as a participating Employer in the Fund. The Employer hereby adopts the Trust Agreement providing for the Teamsters Benefit Trust and agrees to be bound by its terms and by any amendments adopted in the manner provided therein. The Employer hereby grants power of attorney to the Employer Trustees now in office, and their successors, to administer the Fund as the representatives of the Employer with full authority to act for the Employer in the administration of the Fund.

Commencing on the first day of September, 2021 **(based on qualifying hours worked in the preceding month)**, the Employer shall contribute the amount specified by the Trustees to provide; (1) active Plan benefits and (2) post-retirement benefits in the Fund's *Retirement Security Plan*, if provided for in the collective bargaining agreement (CBA), for each employee covered by the CBA and for such additional employees accepted by the Fund as participants in the Plan for the term of the agreement, pursuant to uniform rules. **Contributions are due on the 1st day of the commencement month and payable no later than the 20th day of that month and each month thereafter.** Refer to the Plan's *Guide to Your Benefits* for employee eligibility rules. The *Retirement Security Plan's* eligibility rules are printed on the reverse side of this form.

If the Employer fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Employer understands and agrees that the Trustees may assess certain additional amounts as interest, liquidated damages, attorney's fees and other collection costs. Excess contributions paid to the Fund shall be refunded or credited only for the *36 calendar months* preceding the date the Fund receives notice of the error or, if discovered through a payroll audit by the Fund's accountant, the *36 calendar months* preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustees.

The Employer hereby agrees to make available in the State of California to the Trustees or their agents, all books, records, and papers necessary to conduct an audit to verify that the required contributions have been paid. The Employer hereby agrees that in the event it withdraws from the Fund, the Fund is entitled to assess a withdrawal premium in an amount determined under the Trust Agreement.

It is the purpose and intent of the parties to maintain this Subscriber's Agreement in full force and effect at all times during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscriber's Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke this Subscriber's Agreement by sending written notice thereof by certified mail to the Union and Fund Administrator not less than 30 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties (or written extension thereto). By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable collective bargaining agreement without the consent of the Trustees.

For Union

David Rodriguez
(Print or Type Name)

(Signature)

Date: 8/24/21

For Employer

Tony Mancini
(Print or Type Name)

(Signature)

Date: 8-27-21

Accepted on _____, _____, **on behalf of the Board of Trustees of the Teamsters Benefit Trust.**

Union Trustee: _____ Employer Trustee: _____

DISTRIBUTION: **Send the signed two-page form to the TBT Plan Administration Office. Completed copies will be returned to Union & Employer.**

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER Allied Waste Systems, Vehicle Maintenance Unit NAME OF ASSOCIATION _____
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER

STREET ADDRESS 3260 Blume Drive, Suite 200 CITY, STATE, ZIP CODE Richmond, Ca. 94806

EFFECTIVE DATE OF THIS LABOR AGREEMENT 8/24/20

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

INDICATE:

RENEWAL ☒ NEW PENSION ACCOUNT ☐ NEW PENSION ACCOUNT BUT EMPLOYER PREVIOUSLY MADE PENSION CONTRIBUTIONS ☐

EMPLOYER OWNERSHIP CHANGE ☐ DATE OF CHANGE _____ SELLER _____

EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES ☐

NAME OF PARENT COMPANY _____

STREET ADDRESS 3260 Blume Drive, Suite 200 CITY, STATE, ZIP Richmond, Ca. 94806

FOR LABOR AGREEMENT RENEWALS:
INDICATE PENSION ACCOUNT NUMBER(S) 310731, 310732

EMPLOYER IS A: CORPORATION ☒ PARTNERSHIP ☐ UNINCORPORATED SOLE PROPRIETORSHIP ☐
PUBLIC ENTITY ☐ LIMITED LIABILITY COMPANY ☐ (INDICATE - PARTNERSHIP ☐ CORPORATION ☐)
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES Approx 30

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union 315

BY _____ (SIGNATURE) DATE 8/27/21

DAVID RODRIGUEZ
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Secretary-Treasurer PHONE NO. 925-374-2370

EMPLOYER Allied Waste Services, Inc.(Vehicle Maintenance Unit)

BY _____ (SIGNATURE) DATE 8-27-21

TONY MANCINI
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE GENERAL MANAGER PHONE NO. 925-822-1537

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.

BY _____ DATE _____

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

NEW ACCOUNT ☐
RENEWAL ☒

SUPPLEMENTAL INCOME TRUST FUND
Subscriber Agreement for the Supplemental Income 401(k) Plan

The undersigned Employer and Union hereby certify that they are parties to a written labor agreement, and they desire to supplement that Agreement to provide for participation in the Supplemental Income 401(k) Plan. A complete copy of the labor agreement and upon initial participation and no less frequently than annually a roster of the employees currently covered under the agreement (including name, date of birth, address, date of hire, email address and Social Security number) is attached or, if not yet available, will be furnished to the Administrative Office within the next thirty (30) days. The undersigned further certify that the following information is true and correct and accurately reflects the intent of the undersigned Employer and Union.

NAME OF EMPLOYER: Allied Waste Systems, Inc. (Vehicle Maintenance Unit)

NAME OF ASSOCIATION (IF ANY - See Reverse): _____

EMPLOYER STREET ADDRESS: 3260 Blume Drive, Suite 200

CITY, STATE & ZIP CODE: Richmond, Ca. 94806

TERM OF LABOR AGREEMENT: 8/24/2020-8/23/2025 **EFFECTIVE DATE OF PARTICIPATION IN 401(k) PLAN:** 9/1/2020

APPROXIMATE NUMBER OF EMPLOYEES COVERED BY THIS AGREEMENT: 30

PAY PERIOD (check one): ☒ Weekly ☐ Every Two Weeks ☐ Monthly ☐ Other (specify) _____

The Employer agrees that during each pay period, in addition to any Employer contribution required under the labor agreement, it shall deduct on behalf of any employee covered under the labor agreement the amount that the employee designates on a properly signed "401(k) election form" provided by the Trust Fund. Employers are required to submit a "401(k) election form" for each and every employee for whom an Employer contribution is made and for each and every employee making contributions to the Plan by wage deferral (only one form is required per employee). The Employer agrees to (1) maintain up to date copies of all employee election forms and (2) transmit this deduction (along with the Employer contribution, if any) to the Trust Fund Administrative Office immediately after each payroll period, or no less frequently than twice per month along with the contribution data. The Employer agrees to transmit all monies via Automated Clearing House (ACH) and that every transmittal will show the pay period and date for that transmittal. **Said contributions must be received by the Plan within fifteen (15) calendar days of each pay day and will be considered delinquent if not fully transmitted and received by the Fund by the 15th calendar day following the pay day.** The Employer agrees that 6 percent liquidated damages (or $25.00, whichever is greater) plus interest shall be assessed for contributions past due for a period of two weeks or less, and that 12 percent liquidated damages (or $25.00, whichever is greater) plus interest shall be assessed for contributions past due in excess of two weeks. The Employer further agrees to provide the Trust Fund with notice of any employees who are added to or deleted from the roster of employees covered by the labor agreement (including name, date of birth, address, date of hire, email address and Social Security number) and to update status including new eligible and of change of address information for any employee covered by the labor agreement who notifies the employer of a change in address within 30 days of the date of hire or change of address.

1) **Employee Elective Deferrals: Elective deferrals** will be made based on percentage of total compensation for the pay period ("total compensation" for this purpose defined in the CBA) Federal tax law limits the amount an employee can defer annually. In 2021 that limit is $19,500 (and up to $6,500 in "catch up contributions" for employees age 50 and over) to a 401(k) plan. For employees age 50 and older, Employer hereby also agrees to timely submit "catch up contributions."

2) **Employer Contributions:** Is the Employer obligated under the CBA to make employer contributions on behalf of the employees? ☐ Yes ☒ No
If yes, check the appropriate boxes selected:

☐ Option 1: Flat amount per pay period (the minimum monthly contribution is $20.00) in the amount of $_____.
☐ Option 2: Specified hourly contribution rate per compensable hour of $_____. See CBA and/or Letter of Understanding (page/section) _____.
☐ Option 3: Percentage of total compensation paid to employee during reporting period: ___ 1% ___ 2% ___ 3% ___ 4% ___ 5%. Other percentage ____%.
☐ Option 4: Matching contribution of _____.

Employer tax deductions for contributions to a 401(k) plan are limited by law to 25% of total compensation paid in the year to all employees eligible to participate in the plan.

3) **Operational Fee:**
The Employer is obligated to pay the quarterly operational fee ($4.50 in 2021 but adjusted periodically) for each employee for whom an Employee elective deferral and/or an Employer contribution made on his behalf during a calendar quarter.

4) **Entry/Participation Date:**
Eligibility to participate in the Plan may be delayed for no longer than the first 12 months of employment for newly hired employees. The Union and Employer agree that (initial one):

☐ A. Employees eligible from first hour of employment (no waiting period).
☒ B. Employees eligible after 3 months of employment.

5) **Non-Discrimination Testing/Maximum Contribution:**

This Plan, like all 401(k) plans, must ensure that (1) contributions conform to the Internal Revenue Code's "non-discrimination testing" requirements; (2) Employer contributions and employee deferrals to the Plan do not exceed $57,000 or 100% of the participating employees' compensation (whichever is less); and (3) no employee's contributions will exceed the then current IRS maximum annual contribution ($19,500 and $6,500 in "catch up contributions" for employees age 50 and over in 2021). Under federal law, "non-discrimination testing" is required if any of the employees covered by this Agreement is a 5% owner or is paid over $130,000 (in 2020) in a calendar year. **Do any employees covered by this Agreement own 5% or more of the Employer or make in excess of $130,000 in the calendar year?** YES ☐ NO ☒

If "Yes" is marked above, the Trust Fund will perform the "non-discrimination testing" required by federal law once annually. Employers which may be subject be subject to testing may be eligible to sign an addendum (available from the Administrative Office) to this Agreement permitting "safe harbor" contributions and eliminating the need for testing on a prospective basis. Contact the Administrative Office regarding the safe harbor.

If "No" is marked in the box above, the Employer hereby agrees to annually certify on a form to be provided by the Trust Fund that no employees covered by this Agreement were paid more than $130,000 during that year. *All Employers are also required to certify once annually on a form to be provided by the Trust Fund that no employee's deferrals have exceeded the then current IRS maximum annual contribution ($19,500 and $6,500 in "catch up contributions" for employees age 50 and over in 2020).*

6) **Participant Education:**

The Employer agrees that it shall provide the Trust Fund reasonable access to its employees necessary to provide them with information concerning their investment options under the Plan sufficient to meet the requirements of federal law for a retirement plan in which investments are directed by the participant.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

7) **Duration of this Agreement:**

It is the purpose and intent of the parties to maintain this Subscriber Agreement in full force and effect at all times during which the Employer is obligated by contract or by law to continue participation in the Plan. Accordingly, this Subscriber Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement, during which the Employer agrees to make contributions to the Trust in the manner provided herein and thereafter for the term of any subsequent collective bargaining agreement until revoked. The Employer may revoke this Subscriber Agreement by sending written notice thereof by certified mail to the Union and the Trust Fund not less than 15 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of the collective bargaining agreement or written extension thereto.

The Trust Fund does not accept contributions on behalf of sole proprietors or partners in a partnership. The Trust Fund will accept contributions on behalf of a shareholder of a corporation that is duly organized and operated under the laws of a State of the United States of America who is employed by that corporation to render services pursuant to a Collective Bargaining Agreement or Adoption Agreement.

The undersigned Union and Employer agree to be bound by the Trust Fund's Agreement and Declaration of Trust and shall become party to that agreement upon the submission of contributions to the Fund pursuant to a collective bargaining agreement and/or Subscriber Agreement, and the acceptance of those contributions by the Trust Fund.

UNION: Teamsters Local 315 **TEL.** 925-228-2246

BY: [signature]

PRINT NAME: David Rodriguez

TITLE: Business Representative

EMPLOYER: Allied Waste Systems, Inc. (Vehicle Maintenance) **TEL.** 925-822-1537

BY: [signature]

PRINT NAME: Tony Maiani

TITLE: General Manager

ACCEPTED ON BEHALF OF THE TRUSTEES OF THE SUPPLEMENTAL INCOME TRUST FUND:

BY: _____ **DATE:** _____

RETURN WITH SIGNED COLLECTIVE BARGAINING AGREEMENT TO:

Mon Roc Administrators
420 Virginia Street, Suite 2B
Vallejo, CA 94590
1-800-477-3829
Fax: 415-433-5128

Form SIP01 Revised 01/01/2022

TRUST POLICY ON ACCEPTANCE OF TRANSMITTALS TO THE 401(k) PLAN

The Supplemental Income Trust Fund accepts Employer 401(k) Plan transmittals only in accordance with a written labor agreement that is not detrimental to the Plan or in violation of any statute. The determination of whether or not a labor agreement is acceptable to the Plan shall be made by the Trustees at their sole discretion. While the Trustees do not want to interfere in the collective bargaining process, they have determined that the following provisions must be adhered to in order to allow continued participation in the 401(k) Plan:

1. 401(k) Plan deductions for employee wages may be made only pursuant to a signed authorization by the employee covered by a collective bargaining agreement providing for participation in this 401(k) Plan.
2. Transmittals of 401(k) Plan deductions must be made to the Trust Fund in an electronic format specified by the Trust Fund.
3. Transmittals may not be made for persons not covered by the collective bargaining agreement.

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* If this Agreement is signed by an Association, the Association warrants and represents that it has written authorization from each listed Employer to sign this Agreement *and* to sign the labor agreement on behalf of such Employer (if the labor agreement is not signed by the Employer). An Association must also attach a list of names and addresses of each such Employer.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Ref. #16 Labor Relations Dept. Copy

State: CA

Division(s): 4210

AGREEMENT

Between

ALLIED WASTE SYSTEMS, INC.
d/b/a **Allied Waste Services of Contra Costa County /**
Republic Services of Contra Costa County

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 315

Recycle Collection Unit

August 24, 2020 through August 23, 2025

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

TABLE OF CONTENTS

Article	Title	Page
Article I	Parties and Terms of Agreement	1
Article II	Recognition	1
Article III	Union Membership	1
Article IV	Management Rights	2
Article V	Union Representative / Bulletin Boards	3
Article VI	No Strikes	4
Article VII	Wages and Hours	4
Article VIII	Vacations	8
Article IX	Holidays	10
Article X	Seniority	10
Article XI	Discipline and Discharge	12
Article XII	Grievance Procedure	13
Article XIII	Arbitration	14
Article XIV	Health and Welfare	15
Article XV	Sick Leave	16
Article XVI	Leave of Absence	18
Article XVII	Uniforms and Equipment	19
Article XVIII	General Provisions	19
Article XIX	Employees at Risk Policy	20
Article XX	Funeral Leave	21
Article XXI	Jury Duty	22
Article XXII	Pension	22
Article XXIII	Competition with the Company	24
Article XXIV	Drug and Alcohol Policy	24
Article XXV	D.R.I.V.E.	25
Attachment 1	Rules for Dispute & Grievance Procedures	26

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE I

PARTIES AND TERMS OF AGREEMENT

Section 1

THIS AGREEMENT is made and entered into effective the 24th day of August, 2020, between ALLIED WASTE SYSTEMS, INC. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County, hereinafter referred to as the "Company or Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 315, hereinafter referred to as the "Union."

Section 2

This Agreement became effective August 24, 2020, and shall continue in full force and effect through August 23, 2025, inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless, at least sixty (60) days prior to the end of any anniversary year, either party shall serve notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. If either party serves such notice, the parties shall attempt to reach an agreement with respect to the proposed changes. At least forty (40) days prior to the expiration date of the Agreement, the parties shall meet to consider such changes. In the event the parties do not reach a written agreement by the expiration date of this Agreement, then it shall be deemed terminated. The parties can mutually agree in writing to extend this Agreement.

Section 3

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Company and the Union, including any letter of interpretation, verbal understanding and/or past practice.

ARTICLE II– RECOGNITION

The Company hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

ARTICLE III – UNION MEMBERSHIP

Section 1

A) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing; and those who are not members on the effective date of this Agreement shall, on or immediately after the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all members covered by this Agreement and hired on or after its effective date shall, on or immediately after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

B) The Employer shall discharge an employee within seven (7) days after receipt of written notice from the Union that said employee has not become or remained a member in good standing, provided the employee has failed to pay dues and initiation fees required for membership. The Union agrees to hold Employer harmless from any financial liability whatsoever should the Union exercise its right under this section.

C) The Employer shall, upon proper authorization, deduct the dues of each member and shall deduct the initiation fee of each new employee and shall remit the same to the Union. The dues deduction of each member shall be deducted on the second pay period of each month.

D) The Union shall provide the Employer with properly executed authorizations for deductions. Such authorizations shall be approved in advance by the Employer.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 2 – Hiring

A) Applicants for a position must possess a valid California driver's license covering the specific work to be performed by the applicant as a prerequisite to being considered for employment.

B) When the Company requires the hiring of additional permanent employees under this Agreement, the Employer agrees to provide preferential consideration to applicants who have previously demonstrated their competency, efficiency, skill and ability to be satisfactory (of which the Employer shall be the sole judge) for the work and position available. The Union shall have a reasonable opportunity to refer applicants for vacancies.

C) The Employer agrees to inform the Union of new hires within five (5) days after a new hire has been put to work, providing the Union with the employee's name, classification, rate of pay and date of hire.

D) The Employer agrees to provide the Union a list of the employees covered by this Agreement upon execution thereof and subsequently upon request in writing, but not more frequently than semi-annually.

Section 3 – Payroll Deduction

A) Upon being furnished with an appropriate authorization form executed by an employee, the Employer shall deduct from that employee's pay, in the amount stated, the following: (1) initiation fees, dues, assessments and fines as established by the Union, and (2) allotments to be made to a credit union as identified in the authorization. Such deductions shall be remitted to the recipient as stated in the authorization, no later than the last day of each month, and payments to the Union should be remitted to the office of Union Local 315, 2727 Alhambra Avenue., Martinez, CA 94553, by the 15th of each month following the month for which the deductions have been made, together with a list of employees for whom deductions have been made.

B) Deductions for the initiation fee shall be at the rate of no less than $75 a week.

C) Dues shall be deducted from employees classified as "casuals" on the first day worked in any month that they are employed as a non-seniority employee. Deduction authorization forms shall be made available to casuals at the time of their original hire.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1 – Listings of Management Rights

The Company reserves the right to operate and manage all operations of the Company and to direct the workforce of the Company including, but not limited to, the right to plan, direct and control operations; to establish work and quality standards; to perform periodic evaluations of employee job performance and to make employment decisions based on the results of such evaluations; to determine and select the equipment to be used in the Company's operations, and from time to time, change or discontinue the use of any equipment and select new equipment for its operations, including equipment for new operations; to discontinue or move its business or operations in whole or in part; to determine and, from time to time, redetermine the methods, processes and materials to be employed; determine the nature and format of the programs to be produced, purchased or presented, and determine the extent to which such programs will be produced or presented by its employees; the scheduling of productions and the methods, processes and means of productions; the right to hire, select, transfer, promote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; and the right to lay off employees from duty by seniority because of lack of work or other legitimate reasons.

Section 2 – Recognition of Management Rights

A) The Union recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of state and federal laws, upon the Company's right to manage its business. All

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management rights not curtailed or surrendered by this Agreement are reserved to the Company and the Company has the right to take any steps necessary to maintain efficient and profitable operations, subject only to the express provisions of this Agreement.

B) The Union agrees to respect the rights of the Company to conduct and supervise its business as long as it does not conflict with wages, hours, terms and conditions of this Collective Bargaining Agreement.

Section 3 – Route Standards

The Union has the right to challenge the reasonability and fairness of any route standards that are established by the Employer. Any dispute under this provision will be subject to the Grievance/Arbitration procedure.

ARTICLE V – UNION REPRESENTATIVE AND BULLETIN BOARDS

Section 1

An accredited representative of the Union may visit the Company's facility during normal business hours with reasonable advance notice to the General Manager or his/her designee to assist the settlement of grievances and to observe the administration of the contract. This privilege will be observed so as not to interfere with an employee's work unless the matter is of such urgency that it cannot wait until after the employee is finished working. The Company shall not deny an accredited representative's visit pursuant to this paragraph except for reasonable, legitimate business reasons, and then only if the Company's representative offers the earliest alternative time that is reasonably available.

Section 2

Before beginning his/her business at the facility, the accredited representative shall first announce his/her arrival to the General Manager or his/her designated representative if they are available. Such representative shall not interfere in any way with or interrupt the operation of the Company's business, cause any lost time by employees during such visit, or conduct Union business or meet with employees who are on the clock, unless the matter is of such urgency that it cannot wait until after the employees are finished working.

Section 3

A) Stewards shall be provided for at the option of the Union, such stewards to be selected by the employees on the job. The duties of the Steward shall be to report to the Union any and all grievances which may arise and cannot be adjusted on the job. There shall be no discrimination of any kind against the Steward because of union activities.

B) A Steward who is on disability or other leave of absence will be accompanied by a Union Business Agent at all times when on Company property conducting union business.

Section 4

A) The Company agrees to provide an enclosed bulletin board which may be used by the Union for posting official union notices and a seniority list updated by the Company every six months.

B) The Company will keep one key and the other key will be kept by the business representative or shop steward. All such notices must be on Union letterhead and signed by an authorized representative of the union. There shall be no other general distribution or posting by employees of any kind of literature upon Company property.

Section 5 – Official Union Security

Any employee who is elected or officially appointed to office in the Union, which office requires his/her absence from the Company's service, shall be granted a leave of absence not to exceed three (3) years, without loss

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

of seniority, entitling him upon retirement from such office to reinstatement consistent with his/her seniority. Employees on such leave shall not be eligible for any benefits under this contract.

ARTICLE VI – NO STRIKES

A) There shall be no strikes (including sympathy or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts or honoring a picket line except as described herein during the term of this Agreement by the Union, its officers, agents and members, or by the employees.

B) The Union agrees that it will not authorize, ratify or condone any strike or any other picket line activity described herein. In the event of any strike not authorized, ratified or condoned by the Union, the Union and its officers, agents and representatives will make every good faith effort to end such activity.

C) Any employee(s) participating in any activity proscribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No.7 at any property other than an "Allied" property or facility. Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D) The Company for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

ARTICLE VII – WAGES AND HOURS

Section 1 – Wages

A. The wages are as listed below:

	8/24/2020	8/24/2021	8/24/2022	8/24/2023	8/24/2024
Recycle Driver	$33.98	$35.29	$37.00	$38.75	$40.54
Cart & Container Delivery	$33.98	$35.29	$37.00	$38.75	$40.54
Casuals	$30.55	$31.82	$33.46	$35.13	$36.85

The employees may divert monies from wages or future wage increases to the Western Conference of Teamsters Pension Trust Fund.

B) New Hire Rates:

85% of 100% rate for first 3 months

90% of 100% rate for second 3 months

95% of 100% rate for third 3 months

100% at 12 months / Anniversary Date.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 2 – Light Duty

Employees who are called in to work on a light duty program will be guaranteed eight (8) hours pay.

Section 3 – Staffing Shortages

A) The Company will not subcontract bargaining unit work. Casual employees may be used in cases of staffing shortages or emergencies. The Company will not use casual employees to diminish the collective bargaining unit.

B) In the event the Company must use casual help in the garbage contract which would prevent a recycling driver from working in the unit and making garbage wage and pension contributions, the Company agrees to the following compensation for recycle drivers. This language does not apply to the Christmas tree collection period.

a. If one (1) casual is used, the top seniority recycle driver will receive garbage driver pay and pension contributions.

b. If two (2) casuals are used, the top two (2) seniority recycle drivers will receive garbage driver pay and pension contributions.

c. If three (3) casuals are used, the top three (3) seniority recycle drivers will receive garbage driver pay and pension contributions.

d. If four (4) casuals are used, the stop four (4) seniority recycle drivers will receive garbage driver pay and pension contributions.

e. If five (5) casuals are used, the stop five (5) seniority recycle drivers will receive garbage driver pay and pension contributions.

Section 4 – Starting Times

A) The Company shall have the exclusive right to establish new shifts in addition to the shifts in effect at the time this Agreement was executed and to assign employees covered by the Agreement to any shift subject to forty-eight (48) hours' notice.

B) The Company shall have the exclusive right to establish and, from time-to-time, change the hours for the commencement of the work shift, for different job classifications, and for individual employees within each job classification, subject to forty-eight (48) hours' notice.

C) No employee will be permitted to start work prior to his/her scheduled starting time without the express permission of his/her dispatcher/supervisor.

D) The Company shall post an accurate and current scheduled start time for each driver. If a driver is assigned a new permanent start time, forty-eight (48) hours' notice will be given, provided that this forty-eight (48) hours' notice is not required with respect to relief drivers or reassignments.

Section 5 – Hours

A) All regular employees shall be guaranteed eight (8) hours per day and forty (40) hours per week, and shall be paid time and one-half (1½) for the sixth (6th) day worked and double (2) time for the seventh (7th) day worked, and the work week shall be any five (5) consecutive days. A driver who vacates a route that is changed from Monday through Thursday to include a weekend day shall have the right to bump the most junior driver assigned to a route within the applicable line of business and labor agreement. Routes other than Monday through Friday will be posted and bid.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

B) The regular workday for all employees shall be eight and one-half (8½) hours per day and forty (40) hours per week, with a one-half (½) hour unpaid lunch. Employees will be entitled to two (2) fifteen (15) minute coffee breaks to be taken halfway through the first and second four hours of employment. These breaks will not be combined or taken with lunch. Employees will be entitled to an additional fifteen (15) minute break after eight and one-half (8½) hours of work.

C) In order to lessen fatigue, all drivers must take an interrupted meal period of at least thirty (30) minutes each day. All drivers must sign the Company's Driver Meal Period Acknowledgement Form and abide by the practice described therein. The policy will comply with all applicable federal and state laws.

D) Drivers shall be allowed to go home after completion of their route unless the Company, at its discretion, requires that they assist in running other garbage or recycle routes or in performing other garbage or recycle work. In the event that recycle drivers are required to assist the running of other garbage or recycle routes, those drivers will be paid at a rate of time and one-half (1½) for work performed on the reassigned route. In the event that there is a surplus of garbage drivers and there are open routes in the Recycling Division, the Company may assign garbage drivers to cover open routes in the Recycling Division.

The Company will pay reassignment when the driver is assigned work in addition to their regular route. The Company may determine when the additional work is to be performed and will compensate the driver at one and one-half (1½) times their regular rate for time spent on the additional work. The Company will attempt to spread such additional work among all drivers.

Drivers shall have the right to work the split portion of an open route and will complete the open route work as directed by the Company. Non-relief drivers will not be removed from bid routes unless there is no other available employee to perform the needed work. If an employee arrives for work at their scheduled start time without having been given notice to delay their report time, paid time begins at the scheduled time even if actual start time is delayed.

E) Nothing in this article, section or anywhere in this Collective Bargaining Agreement shall be interpreted to place a limitation on the hours of work per day or per week consistent with DOT regulations.

Section 6 – 10-Hour Shift

Employees may be assigned a four (4) ten (10) hour per day work schedule. Time and one-half (1½) the employee's regular rate of pay will be paid after ten (10) through twelve (12) hours per day or beyond forty (40) hours per week, and all work performed in excess of twelve (12) hours per day or in excess of eight (8) hours per day on any days beyond four (4) days in a work week, will be paid at double the employee's regular rate of pay.

Section 7 – Job Assignments

A) The Company has the right to assign work on an as-needed basis among employees. Employees are expected to know every job; they can be transferred from function to function at the determination of the Company.

B) Within the provisions of Article VII, the Company shall assign and change work hours based upon its business needs. Employees may be assigned a work week upon its business needs. Employees may be assigned a work week of four (4) or five (5) consecutive days, starting on any day of the week. The Company retains the right to assign responsible drivers and driver helpers to different routes. Employees will be paid the rate of the classification in which they are performing work for all time worked in that classification.

C) Recycling employees can be assigned to any recycling work and/or driver/helper work. Such assignments will be at the Company's discretion. All driver/helper work includes driving to the extent necessary to service the routes. The responsible driver will be in charge of the helper. All recycling employees, except those with good reason and as excused by the Company, will be expected to obtain and maintain a license

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

allowing them to drive the recycling vehicles so that they may perform the driver/helper function. Those who are so excused cannot bid on a driving position. The Company will provide for a drivers' test sign-off, if possible under the law, for any qualified helper.

D) Employees covered by the terms and conditions of this Collective Bargaining Agreement shall have first opportunity to move to a position on the common seniority list for the Garbage Collection Unit by seniority, if qualified.

Section 8 – Casuals

The Company may hire casual employees in order to cover employee absences and to handle temporary increases in the workload. Individuals hired on a casual basis will be paid at the casual rate and be entitled to overtime payment. An individual hired on a casual basis will be told that he/she is a casual employee.

B) If a casual employee is offered a permanent position, he/she will receive credit for hours worked towards his/her completion of the probationary period.

C) If a casual employee is offered a permanent position, he/she will not receive credit for hours worked towards his/her completion of the probationary period.

D) A casual employee will only become a permanent employee if an opening exists and if the Company, in its sole discretion, determines that the employee is suitable for permanent hire. Casuals will not be used to displace permanent employees.

E) The Company may terminate a casual employee at any time without reason or cause at the Company's sole discretion. Seniority will not be a consideration or factor when terminating the employment of a casual employee.

Section 9 – Part-Time Employees

A) A part-time employee is one working thirty (30) or less hours per week. The hours per week limitation will not apply to work of part-time employees during the summer (June through September) when the Company and employee agree to a higher number of hours per week.

B) Part-time employees will be entitled to receive the hours wage rate for the classification worked, pension contributions for hours worked and overtime. They will receive no other benefits. Any part-time employee who applies for, is accepted into a full-time position and successfully completes the probationary period, will have his/her seniority with the Company date back to the most recent date of part-time hire, with that date adjusted for all time not worked.

C) The Company will have no more than three (3) part-time employees at any time. Part-time employees will not be used if such usage displaces a seniority employee.

D) Part-time employees will have dues deducted from their pay after thirty-one (31) days of employment, but will not pay the Union initiation fee.

Section 10 – Higher Wages

A) An employee receiving a higher rate of pay shall not suffer a reduction in pay by reason of the execution of this Agreement.

A) B) Employees who start work at 12:00 P.M. or any time thereafter shall receive a shift premium of twenty-five cents ($0.25) per hour over the wage scale.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 11 – Voluntary Downgrading

An employee who, at his/her own request, is placed in a lower classification will be paid at that rate.

Section 12– Overtime

A) Overtime at the rate of time and one-half (1½) shall be paid for all work performed after eight (8) hours in any one day or forty (40) hours in any one week.

B) Employees called for work on Saturday to perform route work shall be guaranteed eight (8) hours pay at time and one-half (1½) for those hours worked in excess of forty (40) hours in a week.

C) Employees called for work on Sunday to perform route work shall be guaranteed eight (8) hours pay at the rate of double (2) time.

D) Employees called to work on Saturday to participate in special training shall be guaranteed a minimum of four (4) hours pay at time and one-half (1½) for those hours in excess of forty hours in a week. In the event training exceeds four (4) hours, the employee will be guaranteed eight (8) hours pay.

E) Overtime shall be assigned to the employees who regularly work the route or routes for which overtime work is needed.

F) If the overtime assignment is not related to a regular route or if additional persons are needed to work overtime, overtime shall be assigned on the basis of seniority. Employees shall not unreasonably refuse to work overtime.

G) Overtime must be worked in accordance with the Company's assignment or prior authorization. An employee must obtain permission from the Company before performing pick-ups for another driver or going to dump with less than a one-fourth (¼) load after 3:00 p.m. and must notify the Company when his/her route is complete.

Section 13 – Pay Period

The bargaining unit shall be paid weekly for their labor. Any payroll errors will be paid on the paycheck following notice of error.

ARTICLE VIII – VACATIONS

Section 1 – Vacation Entitlement

Employees having completed one (1) year of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of one (1) week.

Employees having completed two (2) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of two (2) weeks.

Employees having completed five (5) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of three (3) weeks.

Employees having completed ten (10) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of four (4) weeks.

Employees having completed fifteen (15) years of continuous service with the Company or its subsidiaries shall be entitled to an annual vacation with pay of five (5) weeks.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 2

A) Vacation pay shall be computed at ten percent (10%) over and above the employee's normal rate of pay. His/her normal rate of pay shall be that of his/her permanent assignment immediately prior to his/her vacation period.

B) It is agreed by both parties to the Agreement that employees must take their accrued vacation each year and that no arrangement to work for additional compensation during their earned vacation will be allowed except where mutually agreed by the Company and the Union.

C) However, employees eligible for two (2) weeks' vacation or more may, at their option, designate their final week as an optional vacation week and, upon request, be paid a week's pay without taking time off. Pay for this optional week will be calculated as previously referred to in this section.

D) Each month the Employer will post open vacation for the following month, to be bid by seniority.

E) Vacation calendars shall be posted weekly and updated during the selection process. At the end of the selection process, a final calendar shall be posted for display to the entire work group.

F) A combined total of eleven (11) Garbage and Recycle drivers is the maximum allowed on vacation per week, to be bid by seniority among both bargaining units, and to be awarded by seniority among both bargaining units.

Section 3 – Prorated Vacations

Any employee who dies, is laid off, terminated or otherwise severs his/her employment with his/her Company for any reason prior to the completion of his/her vacation year, will be paid for all earned vacation. Prorated earned vacation is to be computed proportionate to his/her years of service.

Section 4

A) All accrued vacation pay is to be paid to the employee at the completion of his/her last shift prior to commencement of his/her vacation.

B) Whenever possible and when desired by the employee, he/she may stagger or spread his/her vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week.

C) Seniority choice of vacation shall apply to all vacation periods each year.

Section 5 – Vacation Selection Procedure

A) The vacation schedule shall be posted by December 1st of the year preceding the vacation period. All employees will have until December 31st to select their vacations using rolling groups of twenty (20) by seniority starting on the 1st day of December. Disputes regarding selection shall be decided by seniority.

B) Vacations must be taken in no less than one (1) week increments.

C) The Company retains the right to place a reasonable restriction on the number of employees to be off at any given time so that vacation scheduling does not interfere with the Company's operations.

Section 6 – Holiday Falling During Vacation

If an employee is on vacation for a week in which a holiday falls, he/she will receive a day of holiday pay upon his/her return from vacation.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE IX – HOLIDAYS

A) The following days have been agreed upon as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Christmas Day
Easter Sunday	Two (2) Floating Holidays
Memorial Day	Employee's Birthday
Fourth of July	

B) These twelve (12) days shall be paid at the rate of eight (8) hours straight time if no work is performed and, if worked, they shall be paid at the rate of double and one-half times (2½) for all hours worked.

C) The employee must provide at least two (2) weeks' notification in advance of the day to be taken off as a floating holiday, and the particular day to be taken off is subject to the Company's approval. If the Company does not respond to the request within seven (7) calendar days, the employee is granted the requested time off.

D) The employee's individual birthday shall be considered and treated as a national holiday and, if worked, the employee shall receive double time and one-half (2½). Employee must notify the Company in order to qualify. It is in the Company's sole discretion whether or not any employee works on their birthday.

E) An employee shall work the day before, the day of and the day after the holiday unless excused by the Company in order to receive holiday pay. In the instances where the Company does not work the holiday, an employee must work the day before and the day after the day on which the holiday falls.

F) New employees shall not become eligible for the birthday holiday or the floating holiday until they have completed one (1) year of service in the recycling contract.

G) An employee's birthday shall be treated as any other holiday except when an employee's birthday falls on another holiday Monday through Friday. In this instance, he/she will receive two (2) days' pay for the holiday and will be paid at a rate of one and one-half (1½) times his/her regular rate if the holiday is actually worked provided the employee works the work day immediately before and immediately after the holiday, unless waived by the Company.

ARTICLE X – SENIORITY

Section 1 – Seniority

In order to obtain seniority, an employee must have worked ninety (90) calendar days during twelve (12) consecutive months. After completing this requirement, the employee shall be deemed a regular employee rather than a probationary employee. As a regular employee, the employee then becomes eligible for benefits as defined herein for regular employees. The Company is the sole judge during this probationary period (consisting of both the ninety (90) calendar day and twelve (12) month requirement) to continue or terminate the employee. Seniority shall commence on completion of such date. Upon attainment of seniority, an individual shall be considered a regular employee. Upon ratification, all newly hired employees will be placed on a common seniority list.

Section 2 – Routes

All routes will be posted for bid whenever a permanent vacancy occurs, including all new routes. Employee must be qualified on the equipment. The qualification requirements and rate of pay for job openings shall be posted for five (5) working days and drivers awarded new routes will be placed on those routes within ten (10) working days of the award. All routes will be posted for bid whenever a permanent vacancy occurs. A

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

permanent vacancy occurs when the existing route driver is the successful bidder on another route or is terminated from employment.

Temporary route vacancies, which are vacancies consisting of five (5) consecutive workdays or longer due to Leave of Absence, Vacation, Workers Compensation or any other reason, will be posted for bid each Monday following the Company's knowledge of said temporary route vacancy. Temporary route vacancies will be filled in seniority order, so long as the employee is qualified to perform the work.

Employees who bid on a temporary route vacancy and are awarded a temporary route assignment shall remain on that route until the regular employee returns to work. Said temporary route assignments will be treated the same as a permanent route assignment for purposes of bidding and reassignment except that an Employee who holds a temporary route vacancy may bid for and be awarded a permanent route if a permanent route becomes available.

Recycle Drivers working under this Agreement, who are interested in bidding on open routes in the garbage Agreement, must be present at least ten (10) minutes before the scheduled start time to bid on an open garbage route.

Daily open routes (i.e., shorter than five (5) consecutive workdays) will be assigned to an available qualified driver (i.e., a driver who does not have a bidded route). If an employee arrives for work at their scheduled start time without having been given notice to delay their report time, paid time begins at the scheduled time even if actual start time is delayed.

Section 3 – Layoff

In reducing the workforce due to slackness of work, the last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. Senior, qualified employees shall be granted preference on all promotions. A laid-off employee shall have no right to recall upon the expiration of a twelve (12) month period layoff.

Section 4 – Vacancies

Any vacancies, excluding those created as a result of any merger or acquisition, shall be offered to regular, full-time qualified employees, in seniority order on the appropriate seniority list where the opening becomes available. All permanent job vacancies will be bid in seniority order among qualified employees.

Section 5 – Qualifications

The Company reserves the right to establish qualifications for any particular job opening. The qualifications and requirements for the opening shall be posted for five (5) working days, including the rate of pay. Once having accepted a bid position, an employee may not request a change until such employee has remained in that position for a period of six (6) months, except to exercise seniority to qualify for a higher paid position or different classification.

Section 6 – Recycling Seniority

Employees previously employed under the Recycling Agreement will establish their seniority date for bidding and layoff purposes upon completion of their probationary period referenced above. Such employees, however, shall retain their Company seniority for fringe benefits under this Agreement. Employees who bid into the garbage unit become permanent employees and may move back down into the Recycling Agreement, but cannot bump employees in the Recycling Agreement and will be placed at the bottom of the Recycling Agreement seniority list at the time of the move. This transfer date will become the employee's new seniority date under this Agreement for the purposes of job bids, vacation selection and lay off. Qualified recycling employees will move up into the garbage unit by seniority. These employees will not lose fringe benefits as a result of this move.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 7 – Breaks in Seniority

Seniority will be broken, and the employee will be deemed terminated for the following reasons:

1. A resignation;
2. A discharge for cause;
3. Being on layoff for more than 12 months;
4. Being off because of illness or injury, whether or not worked-related, for a period of more than one year;
5. Failure to return from an authorized leave;
6. Failure to respond to a notice of recall (*sent by certified mail*) within two (2) days of the date for recall.

Section 8 – Leave Forms

A form will be provided to all employees going on leave that will allow them to designate the dispatcher to sign their name on any bid lists. Employees are encouraged to specify interested lines of business.

ARTICLE XI – DISCIPLINE AND DISCHARGE

Section 1

The Company shall not discharge, suspend or take any disciplinary action against an employee without just cause. With respect to discharge, the employee shall have been issued at least three (3) warning notices prior to discharge, except for the charges set forth below:

a. Insubordination.

b. Theft.

c. Proven dishonesty relating to the employee's job duties.

d. Falsification of time records, driver logs or other official documents.

e. Misappropriation or unauthorized use of Company property or the property of customers.

f. Gross negligence in the operation of Company equipment resulting in an accident or injury, damage to the owned or leased property of the Company, its customers or other third-party individuals while on duty or while in a Company-owned or leased vehicle.

g. Carrying of unauthorized passengers while on the job or operating a Company-owned or leased vehicle.

h. Possession of a container of alcohol where the seal is broken; use of alcohol on the job; being under the influence of alcohol or drugs while working; possession of illegal drugs on duty; or a violation of the Company's Drug and Alcohol policy.

i. Threats or acts of violence in the workplace.

Section 2 – Warning Notice

In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. Warning notices may be faxed or mailed to the business agent of the local. If a letter is postmarked or faxed after ten (10) working days, it will be considered untimely and dismissed. In the case of a vehicle accident, the Company shall be allowed up to and including fifteen (15) days to investigate an accident. If a letter is postmarked or faxed after fifteen (15) days, it will be considered untimely and dismissed. During the period of investigation,

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

the employee shall remain on the job. Employees shall not be required to sign written reprimands. An employee's refusal to sign a written reprimand does not render the warning notice invalid.

Section 3 – Union Notification

A) No employee shall be discharged or suspended for reasons other than those set forth above without first receiving a written warning. Warning notices will not remain in effect for more than nine (9) months. A copy of such warning notice(s) shall be sent to the Union shop steward or business agent of the local at or about the time it is given to the employee.

B) The Company will meet and confer with the Union prior to the imposition of a suspension. An exception will be made in cases of gross negligence or insubordination.

Section 4 – Employee Investigation

Any employee on the Company's premises for the purpose of investigating a grievance or for any other purpose for which the Company has given its permission will be subject to the same rules of conduct expected of all other employees.

Section 5 – Company Rules

The Company shall have the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations are not in conflict with any of the provisions of this Agreement.

Section 6 – Just Cause

The just cause provision of this Article applies only to regular employees (not to casuals) who have completed their probationary period, either under this Agreement or under a different agreement with the Company. Prior to the completion of the probationary period, provisions of Article X apply to terminations.

Section 7 – Reasonable Suspicion

The Company reserves the right to require an employee who is reasonably suspected of being under the influence of alcohol or drugs while working to take an alcohol and/or drug test. Refusal to take the test will result in immediate termination. The Company will bear the cost of any such test if not otherwise covered by insurance.

ARTICLE XII – GRIEVANCE PROCEDURE

Section 1 – Definition of a Grievance

A grievance is defined as a claim or dispute with the Company by the Union, an employee or group of employees involving an alleged violation by the Company of the terms of this Agreement. All grievances shall be handled strictly in accordance with this grievance procedure, unless otherwise mutually agreed. There shall be no retaliation or discrimination against an employee for filing a grievance.

Step 1 – In order for a warning, notice, suspension or discharge to be valid, it must be issued no more than ten (10) working days after the Company first has knowledge of the facts giving rise to the discipline. The Union shall have the right to present to the Company, in writing, within ten (10) working days from the time of the occurrence giving rise to the dispute, a grievance setting forth any claim, dispute or grievance arising under this Agreement which the Union believes the Company has violated. If the Company has not received a written grievance within ten (10) working days, the matter will be deemed waived, cannot be grieved any time in the future, and will not be subject to the arbitration procedure set forth in this section at any time in the future. If the Company fails to meet with a Union representative within ten (10) days of a grievance filing, the disciplinary action will be void. However, the Company and Union may mutually agree, in writing, to extend beyond ten (10) working days the Union's time to present a written grievance. In any situation where an employee receives written notice of disciplinary action, the Company must inform the employee in writing that he/she has ten (10)

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

days following receipt of the notice to submit a written grievance to the Company or the employee otherwise waives the right to challenge that disciplinary action through the grievance and arbitration process. If the Company fails to give the employee such written notice, the ten (10) day grievance filing period shall be extended until proper notice has been given.

Step 2 – The parties will meet within ten (10) days following the Company's receipt of the written grievance. For the purpose of preparing for the grievance procedure, the parties will cooperate by providing any supporting documents that exist that are relevant to their position. The Company will provide a written answer to the grievance within ten (10) calendar days after said meeting.

Step 3 – If the grievance is not resolved at Step 2, it shall be submitted to a joint committee of Union and Employer representatives. Grievances involving pay irregularities shall not exceed a period of more than forty-five (45) days prior to the date of filing, unless the failure to file such grievance earlier shall be justified by good cause.

The joint committee of Union and Employer representatives referred to in the above paragraph will be an adjustment panel. The adjustment panel shall meet on a regularly scheduled day once a month to be determined by the parties. The adjustment panel shall be established for the purpose of hearing and deciding disputes which arise and are presented during the term of this Agreement and which involve the interpretation or enforcement of any of the sections of this Agreement or the terms or provisions of Agreements between the parties supplementary hereto. The panel shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The two persons selected by the Union to serve as members of the adjustment panel shall not include persons on the payroll of the Employer involved in the dispute. Panel members for the Union shall not be employed by Local 315. The Employer panel members shall not be from where the grievance was generated. The adjustment panel shall elect a chairperson and secretary to adopt rules of procedure. A majority decision by the adjustment panel shall be final and binding.

Step 4 – If the above joint committee fails to issue a final and binding decision due to a deadlock, then in order to proceed to arbitration, the Employer or Union must request arbitration within five (5) calendar days of receipt of written notice of deadlock.

ARTICLE XIII – ARBITRATION

Section 1

If arbitration is requested in accordance with the above requirements, the parties shall attempt to reach agreement. The parties agree to the selection of a mutually agreed upon arbitrator, who shall meet every other month on a regularly scheduled basis in the event that the dispute is not settled by the Joint Labor-Management Committee. The permanent arbitrator shall not be changed for a minimum period of one (1) year. In the event that either party wishes to change arbitrators and after completion of the one (1) year period, the party wanting the change must notify the other party by Certified Mail not later than thirty (30) days before the expiration of the one (1) year period.

Section 2

Jurisdiction of the arbitrator is limited to:

a. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any provision of this Agreement; and

b. The rendition of a decision or award which is not retroactive to a date preceding the time of events giving rise to the grievances; and

c. The rendition of a decision or award in writing which shall include a statement of reasoning and grounds upon which such decision or award is based; and

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

d. The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties in the presence of each other and the arguments presented in the written briefs, if any; and

e. The rendition of a decision or award within thirty (30) calendar days of the final submission of the case to the arbitrator, provided that such time period may be extended by both parties.

Section 3

Any dispute which is based on the events that occur after the termination of the Agreement is expressly excluded from the jurisdiction of the arbitrator, unless the parties agree otherwise.

Section 4

No one arbitrator shall have more than one (1) grievance submitted to him/her and under consideration by him/her at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until the arbitrator has rendered his/her decision in writing.

Section 5

The decision and award of the arbitrator within the limits herein described shall be final and binding on the Company and the Union, except that either party may petition the court for an order vacating or confirming the award, as provided by law.

Section 6

The arbitration fees and expenses, and any FMCS administrative fees, shall be shared equally by the parties. Each party will bear its own legal expenses and costs incidental to the presentation of the case.

ARTICLE XIV – HEALTH AND WELFARE

Section 1

A) A. The Company agrees to utilize Teamsters Benefit Trust Plan 1 (which includes employee and dependent hospital-medical coverage, dental, vision care, prescription drug coverage and supplemental retiree coverage). Upon execution of this contract, the Company agrees to pay the current amount of TBT Plan 1 up to Twenty-Two Hundred Forty-Three Dollars ($2,243.00) per employee per month for each employee who works eighty (80) hours or more in the month. Effective January 1st of each contract year, the Company will be responsible for the following capped increases. Any increases above the listed caps below will be paid by the employee through payroll deductions. The caps and increases are:

EFFECTIVE DATE	COMPANY CONTRIBUTES UP TO
January 1, 2021	$2,333
January 1, 2022	$2,426
January 1, 2023	$2,523
January 1, 2024	$2,624
January 1, 2025	$2,729

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 2

A) Unused monies from the prescribed caps referenced above may be used to fund any PPA surcharges as described in Article XXII, Section 5.

B) If this amount is insufficient to maintain the level of benefits, the Company shall have the right to adjust the wages of the employees to offset excess costs for health and welfare. However, at any time during this Agreement, the Company and Union may mutually agree to substitute an alternative medical plan for the TBT Plan 1 as long as the coverage is equivalent to that provided by Plan 1. If there is a disagreement regarding the equivalency of the plan, the matter will be decided by a mutually agreed upon mediator or arbitrator.

C) "Employee" shall mean any employee who has been on the payroll of the Company continuously for a period of thirty (30) days or more, commencing with the first day of the next month following the date of the employee's employment.

D) If the Company fails to pay for the insurance and health and welfare benefits as provided herein, the Company shall be held personally responsible for the employees and their dependents as covered by the Plan for the benefits which would have been provided by such insurance coverage.

ARTICLE XV – SICK LEAVE

Section 1

A) All full-time regular employees shall receive ten (10) days of sick leave with pay each year commencing with the first day of illness. For any absence that occurs due to an illness, which lasts three (3) consecutive days or longer, the employee must submit a doctor's note upon return to duty. Acceptable written excuses are those that indicate that the employee was seen by a doctor or case nurse. Excuses that are submitted more than one day after return, or do not reflect that the employee was seen by a doctor or case nurse, will not be acceptable. All absences in excess of paid sick days are considered unexcused absences. Language contained in Article XV, Section 9, of the current Agreement that refers to disciplinary action will remain in effect. Language in effect addresses excessive sick leave.

Section 3 – Prorated Paid Sick Leave

All full-time regular employees shall be eligible for sick leave on a prorated basis after four (4) months of service with the Company, retroactive to the date of employment. Sick leave pay shall be payable for days falling during the workweek only except in cases where an employee is required to report to work on a Saturday or Sunday and they instead call in sick. The anniversary date will be January 1st each calendar year.

Section 4 – Unused Sick Leave

A. Unused sick leave shall be paid out once each year to each full-time regular employee at the employee's current daily rate in an amount not to exceed ten (10) days, or by mutual agreement between the Company and the employee, as paid time off to be taken at a time mutually agreed upon. The pay out of unused sick leave shall occur on the last pay period of December each year.

B. Upon resignation, discharge or death, an employee or his/her estate shall collect payment for all unused accumulated sick leave.

Section 5

There shall be no accumulation of sick leave from one calendar year into the next calendar year. All sick leave earned must be taken in the same calendar year in which it was earned, or it shall be paid out or taken as time off in accordance with the provisions of Section 4 of this Article.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 6 – On-the-Job Injury

In the event of a disabling injury on the job, an employee shall be entitled to a full day's pay for the day of the injury.

Section 7

The Company has the right to deny sick leave pay and/or take disciplinary action if the employee has developed a pattern of sick leave absences. *See Section 9-Absenteeism.*

Section 8

In cases where an employee is entitled to receive weekly disability benefits under either the *California Unemployment Compensation Act* or the *California Workers' Compensation Act*, the employee shall receive the full disability benefit payment plus such portion of earned sick leave pay that shall equal, but in no event, exceed the employee's regular pay.

Section 9 – Absenteeism

A) It is essential to the success of the Company and to the security of everyone's job that productivity schedules are met on time and that our customers receive consistent, uninterrupted services. To accomplish these objectives, regular and prompt attendance at work is required of all employees.

B) If an employee finds it necessary to be absent or tardy, that employee must notify his/her supervisor no later than one hour prior to his/her starting time.

C) Notification received from another employee, friend or relative is not considered proper, except under emergency conditions.

D) If an employee fails to give adequate notice or if notice is given and the Company considers the reason unacceptable, the employee will be charged with an unexcused absence or tardy.

E) Unexcused absences and tardiness will be handled in the following manner upon the employee's return to work.

1. The employee must report to his or her supervisor and disclose the reason for the absence or tardiness:
    a. If the supervisor accepts the reason as valid, no penalty will be imposed.
    b. If the reason is not acceptable, the absence will be considered unexcused and the employee will be disciplined in accordance with the following rules.
2. An employee who has one (1) unexcused absences and/or tardy will receive a verbal warning. A second (2nd) unexcused absence or tardy will be cause for a written warning letter. A third (3rd) unexcused absence or tardy will be cause for a second written warning letter. A fourth (4th) unexcused absence or tardy in a rolling 12-month period will be grounds for immediate termination.
3. "No Call No Show" is defined as the failure of an employee to call their supervisor by the start of their scheduled work shift and fail to show up to work during their scheduled work shift. In the event an employee fails to call their supervisor by the start of their scheduled work shift and fails to show up to work on their scheduled work shift, that employee will receive no pay or paid time off benefits and will receive a warning letter. On the second (2nd) No Call No Show event, the employee will receive a second written warning letter. On the third (3rd) No Call No Show event within a rolling 12-month period, the employee will be terminated.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

F) At the sole discretion of management, the disciplinary actions described above will be waived if an employee can show extraordinary circumstances.

ARTICLE XVI – LEAVE OF ABSENCE

Section 1 – Approved Leave

A) The Company shall comply with the provisions of the Family Medical Leave Act and the Pregnancy Disability Act.

B) All requests for leaves of absences must be approved by the Company and a copy of the approval to be sent to the Union. Any employee desiring a leave of absence from his/her employment shall give ten (10) days written notice to the Company. Except as otherwise provided for in this Agreement, leaves of absences shall be for thirty (30) day periods and shall be granted by the Company on the basis of one (1) thirty (30) day period for each three (3) years of seniority.

C) Extensions to the above leaves of absence can only be secured by written permission from the Company. Regular leaves of absence and such extended leaves of absence as may be granted may not exceed a maximum period of six (6) months provided, however, any leave of absence in excess of thirty (30) days can only be taken upon written permission of the Company. During an approved leave of absence, the employee shall not engage in gainful employment. Any employee who has utilized his/her right to a leave of absence as spelled out above will not be entitled to another leave of absence, except for medical reasons, for a period of three (3) years. Extensions of approved leaves of absence when requested during the course of a leave of absence require the approval of the Company.

D) An employee who is unable to work because of sickness or injury shall be deemed to be on a leave of absence. Such leave shall not exceed one (1) year, except with written consent of the Company.

E) A leave of absence as provided above shall not result in the loss of seniority rights.

F) After an employee returns from FMLA leave, they may still use scheduled unused vacation. Pay will be calculated based on accrual.

Section 2 – Effect of Vacation / Holidays

A) Time off in excess of fourteen (14) working days in a calendar month due to an approved leave of absence other than illness or injury shall cause an employee to lose vacation credit for that month.

B) All regular employees off the job due to illness or off-the-job injury shall accumulate vacation rights and holiday pay beginning with the date of the illness or off-the-job injury and continuing to the end of the month and thirty (30) days thereafter.

C) All regular employees off due to an on-the-job injury shall accumulate vacation rights uninterrupted for a period of six (6) months.

D) All regular employees off due to an on-the-job injury shall accumulate holiday pay uninterrupted for a period of ninety (90) days.

Section 3 – Health and Welfare When on Leave

The employee shall make suitable arrangements for continuation of Health and Welfare payments consistent with the Health and Welfare policy or request discontinuance of his/her Health and Welfare benefits before the leave is approved by the Company.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE XVII – UNIFORMS AND EQUIPMENT

Section 1 – Uniforms

The Company agrees to furnish free of charge to each and every member of the unit, any and all required uniforms including one (1) set of rain gear each year, caps and/or hats.

Section 2 – Upkeep of Uniforms

A) The upkeep and laundry of uniforms must be borne by the Company. The Company shall reserve the right to enforce the proper wearing of all assigned uniforms in performance of job duties.

B) No employee will be permitted to start work without proper uniform attire. Safety boots and uniforms must be worn at all times while on Company time.

Section 3 – Safety Boots & Equipment

A) The cost of up to one (1) pair of safety boots per year shall be shared equally between the Company and the employee, and the Company will reimburse the employee for the entire cost of resoling boots as may be necessary.

B) Specifications of qualified boots are in the Company Rules and Regulations.

C) The Company agrees to furnish gloves to all employees on an as-needed basis. The employee will be required to turn in his/her gloves before receiving a new pair.

D) In addition, safety equipment including hard hats and vests will be provided. Employees are responsible for maintaining safety equipment.

ARTICLE XVIII – GENERAL PROVISIONS

Section 1

A) The Employer will treat employees with dignity and respect at all times. Employees will also treat each other as well as the Employer with dignity and respect.

B) The Company does not utilize special pick-ups; employees are expected to pick up all refuse related to their assigned work.

C) The Company agrees to furnish a list of its employees to the Union upon demand.

D) Employees will be expected to keep the inside of the cab and hopper clean at all times.

E) If an employee has hours left on his/her shift, he/she may be required to wash his/her truck once every week.

F) Where the employee is required to take a physical examination, the Company shall bear the cost of said examination unless it is otherwise covered by insurance.

G) New hires will be trained on all equipment except roll-off.

H) The Employer has advised the Union of its intent to install Video Event Recorders and GPS devices in all of their vehicles, including all types of vehicles driven by employees in classifications covered under the Collective Bargaining Agreement. The parties agree and understand that current and future technology may be needed to meet customer, operational and competitive demands. No employee shall be disciplined if such discipline is based solely upon information received from a Video Event Recorder or GPS device or any successor system unless the employee engaged in dishonesty as outlined in this Agreement or the employee violated federal or state law. Any such discipline is subject to Article XI of the Collective Bargaining Agreement.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

The Employer will advise the employee before an investigatory interview that there is video or GPS evidence pertaining to the matters to be discussed.

I) The Company may implement paperless communication for dispatch-driver coordination and routing via in-vehicle computer tablets as it deems necessary, both as to the decision and the effects.

Section 2 – Retraining

Any employee who is suspended from work for disciplinary reasons relating to safety issues may be offered, at the Company's discretion, retraining during their suspension. Should the employee elect to enter the retraining program, the employee shall be paid at fifty percent (50%) of the regular hourly rate existing at the time until successful completion of the retraining program, which shall not exceed three (3) days at eight (8) hours per day in duration. Drivers shall not perform any of their regular work during the retraining program.

Section 3 – Americans with Disabilities Act ("ADA")

A) The parties agree to abide by the provisions of the ADA. The Company shall be required to negotiate with the Local Union prior to providing a reasonable accommodation to a qualified employee, if the accommodation is contrary to the terms of this Agreement or a supplement, rider or appendix.

B) Further, the Union acknowledges that the Company's obligation to provide reasonable accommodation exists independent of any other provisions in this or any other Agreement between the Union and the Company.

Section 4 – Equal Employment, Non-Discrimination and Military Leave

The Company is an equal opportunity employer and committed to its equal opportunity and affirmative action obligations. The Company's policies related to equal employment opportunity, non-discrimination and anti-harassment will be followed by all employees.

Any employee in military service entitled to return to work under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), as amended, will be returned to their job, retain his/her seniority and be entitled to all other benefits identified in the Act.

ARTICLE XIX – EMPLOYEES AT RISK – MANAGEMENT POLICY

Section 1

The purpose of this policy is to address corrective and disciplinary action with regard to employees involved in ***preventable*** accidents and/or injuries.

OFFENSE	TIME FRAME	CORRECTIVE ACTION
First Preventable Incident	Within 6 months	Written Warning Corrective Measures
Second Preventable Incident	Within 12 months	Written Warning 1-day Suspension Without Pay Corrective Measures
Third Preventable Incident	Within 12 months	Written Warning 3-day Suspension
Fourth Preventable Incident	Within 12 months	Termination

A) *Failure to immediately report any accident, property damage or injury will be cause for immediate termination.*

B) *Any accident caused by gross negligence, willful misconduct or actions that knowingly place someone at risk will be cause for immediate termination.*

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 2 – Corrective Measures Are to Include

Meeting with involved employee, immediate supervisor and general manager to be held within 24 hours of the incident to determine possible cause/contributing factors.

Development of corrective action plan

a. Type of training/retraining-Classroom/OJT
b. Target date for completion of training

Follow-up once training/retraining measures have been completed.

Section 3 – Safety

A) The Union and the Company will cooperate to maintain a safe work environment for all its employees and its customers. Any employee who violates any safety rule or engages in any activity considered by the Company to involve dangerous or reckless conduct toward any person or property shall be subject to discipline, up to and including termination.

B) The Company shall establish a safety committee, comprised of representatives from each classification, to review current policies, review accidents or injuries, and provide feedback to management of their conclusions. The Company will consider the input of the committee to modify or implement rules.

Section 4 – Traffic Citations

A) If an employee loses his/her license for a period of less than forty-five (45) days, he/she will be suspended without pay for the period of his/her license suspension. Any employee who loses his/her license for a period of forty-five (45) days or more may be terminated. At the sole discretion of the Employer, the employee may be allowed to work under certain conditions if they lose their license for a period of one (1) year or less. Conditions are: completes treatment in the ***Teamsters Assistance Program ("TAP")***; would be used as needed in the pool in a helper position; the employee would lose their bid route; employee would be subject to drug and/or alcohol testing at the Employer's discretion for a period of three (3) years. Each case will not be precedent setting.

B) If an employee is cited for driving under the influence, he/she will be assigned a temporary work assignment not to exceed forty-five (45) calendar days. The assignment shall be at the Employer's discretion and direction. If the employee is not acquitted of the DUI citation or if the case is not dismissed by the 45th day, the employee's employment will be terminated. In the event the employee is acquitted of the charge or the citation is dismissed after the 45-day period and within six (6) months of having received the citation, he/she will be reinstated without back pay.

ARTICLE XX – FUNERAL LEAVE

Section 1

In the event of the death of an employee's parent, spouse, child, brother or sister, grandparent, stepparent, stepchild, mother-in-law or father-in-law, the employee will be granted a leave of absence with pay not to exceed three (3) days falling between the date of death and the date of the funeral. The compensable day or days must fall within the employee's regular scheduled work week. The purpose of the funeral leave is to enable the bereaved employee to attend the funeral. No funeral leave benefits shall be given during the vacation period of any employee.

Section 2

If an employee attends a funeral outside the State of California, the employee will be entitled to an additional two (2) days of funeral leave. Such leave is to be taken in accordance with all provisions of this section. The Company may request adequate proof of death.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE XXI – JURY DUTY

Section 1

An employee who is summoned and reports for jury duty shall receive the difference between jury pay and his/her regular daily straight time rate of pay for the day on which he/she misses work because of reporting for jury duty for a maximum of five (5) days per year.

Section 2

The employee will not, under any circumstances, receive more than a day's pay at his/her regular daily straight time rate. He/she cannot receive pay for working and jury duty pay. An employee is required to do everything possible to work for as much of his/her shift, unless excused by the Company. If the employee is to report to jury duty mid-day or is released from jury duty early, he/she is to come to work immediately, unless excused by the Company.

ARTICLE XXII – PENSIONS

Section 1 – Company Contributions

A) The Company shall contribute to the Western Conference of Teamsters Pension Trust Fund, the provisions of which the undersigned parties agree to accept and to abide by the rules and regulations established or as may be established by the Trustees of such Trust Fund, the applicable sum as listed below for each employee covered by this Agreement, from the first compensable hour.

B) For temporary agency personnel or probationary employees, the Employer shall pay an hourly contribution rate of Ten Cents ($0.10) ($0.09 Basic and $0.01 PEER/84) during the probationary period as defined in Article X-Seniority, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article XXII-Pensions of the Agreement. After the expiration of the probationary period as defined in Article X-Seniority, but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

C) Time paid for but not worked such as holidays, vacation time and sick leave, pay shall be considered as time worked for purposes of this Article.

Section 2 – For Employees Covered Under the Recycle Agreement

Effective September 1, 2020, the Company shall contribute the monthly sum of Eight Hundred Seventy-One Dollars and Eighty-Five Cents ($871.85) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Four Dollars and Thirty-Two Cents ($4.32) per hour from the first compensable hour, plus Seventy-One Cents ($0.71) per hour to PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour, for a total of **Five Dollars and Three Cents ($5.03)** per hour.

Effective September 1, 2021, the Company shall contribute the monthly sum of Nine Hundred Fifteen Dollars and Eighteen Cents ($915.18) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Four Dollars and Fifty-Three Cents ($4.53) per hour from the first compensable hour, plus Seventy-Five Cents ($0.75) per hour to PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour, for a total of **Five Dollars and Twenty-Eight Cents ($5.28)** per hour.

Effective September 1, 2022, the Company shall contribute the monthly sum of Nine Hundred Fifty-Eight Dollars and Fifty-One Cents ($958.51) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

contribute Four Dollars and Seventy-Five Cents ($4.75) per hour from the first compensable hour, plus Seventy-Eight Cents ($0.78) per hour to PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour, for a total of **Five Dollars and Fifty-Three Cents ($5.53)** per hour.

Effective September 1, 2023, the Company shall contribute the monthly sum of One Thousand One Dollars and Eighty-Five Cents ($1,001.85) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Four Dollars and Ninety-Six Cents ($4.96) per hour from the first compensable hour, plus Eighty-Two Cents ($0.82_) per hour to PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour, for a total of **Five Dollars and Seventy-Eight Cents ($5.78)** per hour.

Effective September 1, 2024, the Company shall contribute the monthly sum of One Thousand Forty-Five Dollars and Eighteen Cents ($1.045.18) for employees working one hundred sixty (160) hours or more per month. For employees working less than one hundred sixty (160) hours per month, the Company shall contribute Five Dollars and Eighteen Cents ($5.18) per hour from the first compensable hour, plus Eighty-Five Cents ($.85) per hour to PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour, for a total of **Six Dollars and Three Cents ($6.03)** per hour.

Section 3

A) Under no circumstances shall the Company pay in excess of one hundred seventy-three and one-third (173.33) hours per month for any regular employee.

B) The Company agrees to remit these payments to the appropriate area administrative office by the date designated by that office and monies received after that date shall be considered delinquent.

Section 4 – Teamsters 401(k)

Employees will be allowed to participate in the Teamsters Supplemental 401(k) Retirement Plan.

Section 5

In the event that additional contributions to the Fund are legally required to be made by the Employer due to any law, rule or regulation, including the Pension Protection Act ("PPA") or are mandated by the Fund Trustees (the "*required contributions*"), the Employer will comply with any and all legal obligations to commence making such additional required contributions subject to the following, and the Employer shall be entitled to increase the Employee Weekly Contribution for Health and Welfare Benefits, as set forth in Article XIV of this Agreement, by the amount of the additional Employer contribution rate to the Pension Plan. It is the intent of the parties that the total cost to the Employer of the Wage, Health & Welfare and Fringe Benefit package will not be increased above the agreed upon rates during the term of this Agreement as a result of this paragraph.

The Local Union shall notify the Employer of this allocation thirty (30) days prior to its effective date, or, if earlier, when the Fund issues a notification of additional required contributions in maintaining the Fund.

Section 6 – Payments During Leaves of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Company of such an absence, the Company shall continue to make the required health and welfare and pension contributions for a period of three (3) months (twelve [12] weeks) after contribution for active employment ceases. If an employee is injured on the job, the Company shall continue to pay the required health and welfare and pension contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months beginning with the first month after contribution for active employment ceases. If an employee is granted a leave of absence, the Company shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies and the level of benefits provided shall be at the sole discretion of the Board of Trustees.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Section 7 – Delinquent Contributions

Action for delinquent contributions may be instituted by the Local Union or the Area Conference of Trustees.

Section 8 – Posting Notice

The Company shall post on the Union's bulletin board a duplicate copy of reporting form sent to the Administrator's office of payment made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

Section 9 – P.E.E.R. 84 Program

The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit of accrual purposes under the plan. The additional contribution for the ***P.E.E.R. 84*** must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

ARTICLE XXIII – COMPETITION WITH THE COMPANY

The Company and the Union agree that the employees covered by this Collective Bargaining Agreement are expressly prohibited from engaging in direct competition with the Company. Direct competition with the Company is defined as designing, selling or rendering other products or services similar to those offered by the Company for personal economic benefit or the economic benefit of a competitor employer. Violation of this Agreement will result in disciplinary action up to and including termination.

ARTICLE XXIV – DRUG AND ALCOHOL POLICY

A) The Company is continually committed to providing a safe and productive drug and alcohol-free workplace, as well as maintaining a safe and healthy work environment for all of its employees. This policy supersedes any previous drug and alcohol policy issued by the Company or any of its subsidiaries and affiliates.

B) In order to continue providing a safe and healthy workplace for its employees, the Company has established the practice of conducting pre-employment, random, reasonable suspicion, post-accident and follow-up testing for controlled substances and alcohol misuse. This commitment applies to all employees, regardless of position or stature.

C) It is the policy of the Company that the use, sale, purchase, transfer, possession, consumption, presence in one's system or transportation of any alcoholic beverage by any employee during Company time, while on Company premises, while operating Company equipment or while under the authority of the Company is strictly prohibited.

D) Any employee who violates or refuses to comply with this policy will be subject to immediate termination.

E) This policy applies to all employees of the Company, its subsidiaries and affiliates wherever located, under whatever name, whether regular, temporary, full-time or part-time. The Company retains the sole right to change, amend or modify any term or provision of this policy to comply with applicable federal or state laws and regulations.

F) Although this summary is provided to employees to give them an overview of the Company's *Drug and Alcohol Policy*, every employee is strongly encouraged to read the actual policy that they received at the time of hire.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ARTICLE XXV – D.R.I.V.E.

The Employer will deduct from the paycheck of each employee covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her pay on a weekly basis for all weeks worked, which must be supported by written consent of the employee. The Employer shall transmit to D.R.I.V.E.'s national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee's social security number and the amount deducted from that employee's pay.

AGREED UPON BY THE UNDERSIGNED PARTIES:

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of May, 20 21.

ALLIED WASTE SYSTEMS, INC. d/b/a **ALLIED WASTE SERVICES OF CONTRA COSTA COUNTY / REPUBLIC SERVICES OF CONTRA COSTA COUNTY**

By: _____

Printed Name: Tony Mancini

Title: General Manager

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSMEN AND HELPERS OF AMERICA, LOCAL 315

By: _____

Printed Name: David Rodriguez

Title: Business Representative

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ATTACHMENT 1

RULES FOR DISPUTE AND GRIEVANCE PROCEDURES

Meetings shall be held on the third (3rd) Thursday of each month. The agenda for each meeting must be received by the Employer and Union representatives one (1) week prior to each meeting. Meetings will alternate between the Employer offices and the offices of Teamsters Local 315.

Officers

1. There shall be a Chairperson of the Employer members of the Committee and a Chairperson of the Union members of the Committee. The two (2) Chairpersons shall alternate in presiding. The Chairperson will serve as Secretary.

Filing of Cases

1. All cases to be heard must have received the benefit of all prior stages of the grievance procedure before they are properly before the Mid-Month Labor-Management Committee.

2. Grievances not submitted to the Union Coordinator ten (10) days prior to the scheduled meeting will not be placed on the agenda. However, discharge cases are not subject to the prior time requirement and may be heard by mutual agreement of both parties.

3. The Union Coordinator shall prepare the agenda and submit it to the Employer Chairperson one (1) week prior to each mid-month meeting.

4. The case may be withdrawn at any time by either party.

5. The case may be postponed by mutual agreement of the parties with proper notification to the Union Coordinator.

Hearing of Cases

1. Meetings will start promptly at 3:00 p.m.

2. Cases must be called in the order they appear on the agenda. Discharge cases shall be heard first.

3. The Chairperson will call each case in order and if either the Union or Employer is not present, five (5) minutes will be allowed for search of the premises to determine their availability. If the party or parties cannot be found, the case moves to the next step of the grievance procedure.

4. The designation of two (2) voting members of the Union and two (2) voting members of the Employer.

5. Discussion and vote will be handled in executive session. Voting shall be by voice on the formerly stated motion.

6. Executive Session: Only voting panel members will be allowed in executive session.

7. All parties present shall recognize the authority of the Chairperson at all times.

8. Legal counsel shall not be permitted to present cases. They may be present, however, to act in an advisory capacity.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

9. Only panel members, persons presenting the case, witnesses and the Chairperson shall be allowed to be present during the hearing of each case.

Order of Business

1. Approval of agenda.
2. Hearing of cases.

Case Presentation Method

1. Identification of parties and witnesses.
2. Reading of the filing by the Chairperson.
3. Question as to timeliness of the filing and full completion of prior stages of the grievance procedure.
4. The moving party presents its case first. In discharge and suspension cases, the Employer shall always be designated as the moving party for purpose of case presentation.
5. The case will be presented in its entirety by the moving party. The second party will then present its case in its entirety. The moving party shall then have an opportunity to rebut the evidence presented by the second party, but shall introduce no new evidence which the second party did not have the opportunity to meet in the presentation at its case. Upon finishing, the Chairperson will open the hearing for questions. Upon conclusion of the questioning, the moving party will rebut and summarize their position. Upon their conclusion, the second party will do the same.
6. Executive session for deliberation.
7. The decision will be read by a member of the executive panel.
8. Deadlocked cases will be placed on the agenda for the permanent arbitrator's meeting and will be heard or settled by the parties prior to the date of that meeting.

Amendments

Additions, deletions and/or amendments may be made by the mutual agreement of both parties. In the event that the parties are unable to reach agreement, the matter shall be submitted to the permanent arbitrator for a binding decision.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

MEMORANDUM OF AGREEMENT

This Memorandum of Understanding ("MOU") is entered into between Allied Waste Systems, Inc. d/b/a Allied Waste Services of Contra Costa County / Republic Services of Contra Costa County (collectively "Allied") and International Brotherhood of Teamsters and Chauffeurs, Warehousemen and Helpers Local Union No. 315 ("Union" or "Teamsters Local 315"):

As part of the commitments made to each other to reach agreement on new collective bargaining agreements, the Parties agree that:

1. From the below signing date until August 23, 2025, Article VI Paragraph C, shall be modified to add the following:

C. Any employee(s) participating in any activity prescribed herein shall be subject to disciplinary action, including discharge. Notwithstanding the foregoing, it shall not be a violation of this Article and shall not be cause for discharge or disciplinary action if an employee refuses to go through any lawful primary picket line (which the parties agree does not include any informational, handbill, or consumer boycott picket) established by the Union and/or sanctioned by Teamsters Joint Council No. 7... 2) at Allied's Pacheco, CA and/or Martinez, CA facilities if the picket line is the result of a primary strike by Teamsters Local 315 against the Company based on an expired Collective Bargaining Agreement to which the Company and Teamsters Local 315 are signatories (for purposes of this sentence only, "Company" means Republic Services, Inc., Richmond Sanitary Service, Inc., Solano Garbage Co., Solano Recycling, Allied Waste Services, Inc., Golden Bear Transfer Station, Inc. and West County Resource Recovery). Should, under the foregoing conditions, an employee refuse to go through such a picket line, the Company may utilize a non-bargaining unit employee to service the customers.

D. Allied for its part agrees that it will not lockout the Union or its members during the term of this Agreement.

2. This MOU and its modifications will be effective only through midnight on August 23, 2025 when Article VI, Section 3 shall automatically revert back exclusively to the language in the collective bargaining agreement only and any rights established by this MOU will be completely extinguished.

AGREED TO AND ENTERED INTO BY:

ALLIED WASTE SYSTEMS, INC. d/b/a **ALLIED WASTE SERVICES OF CONTRA COSTA COUNTY / REPUBLIC SERVICES OF CONTRA COSTA COUNTY**

By: _____

Printed Name: Tony Mancini

Title: General Manager

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSMEN AND HELPERS OF AMERICA, LOCAL 315

By: _____

Printed Name: David Rodriguez

Title: Business Representative

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Letter of Understanding

Between

ALLIED WASTE SYTEMS, INC
(Recycle Collection Unit)

And

Teamsters Local No. 315

This Letter of Understanding is in accordance with Article XXII. Section 2 of the Recycle Collection Unit Collective Bargaining Agreement ("CBA") dated August 24, 2020 through August 23, 2025 between Allied Waste Systems, Inc., d/b/a Republic Services of Contra Costa County (the "Company) and Teamsters Local 315 (the "Union") (collectively the "Parties") with reference to the following.

The undersigned parties agree that the following amounts shall be retroactively corrected and forwarded to the Western Conference of Teamsters Pension Trust for all classifications based on the maximum contributions below.

It is understood by the parties that all hours worked includes vacation, paid sick leave, and paid holidays.

ARTICLE XXII

Total Pension Contribution Schedule for Employees who transferred from Valley Waste Management, inclusive of PEER/84 (317669)

1/1/2017	1/1/2018	1/1/2019	1/1/2020	9/1/2020
$4.65	$4.65	$4.65	$4.78	$5.03

PENSION ALLOCATION SCHEDULE

1/1/2017	1/1/2018	1/1/2019	1/1/2020	9/1/2020
$0.00	$0.00	$0.00	$0.13	$0.25

Total Pension Contribution Schedule for Employees who did not transfer from Valley Waste Management, inclusive of PEER/84 (310642 314750)

3/1/2017	1/1/2018	1/1/2019	1/1/2020	9/1/2020
$2.83	$3.48	$4.13	$4.78	$5.03

PENSION ALLOCATION SCHEDULE

1/1/2017	1/1/2018	1/1/2019	1/1/2020	9/1/2020
$0.65	$0.65	$0.65	$0.65	$0.25

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Letter of Understanding

Between

ALLIED WASTE SYTEMS, INC
(Recycle Collection Unit)

And

Teamsters Local No. 315

Section 2 – For Employees Covered Under the Recycle Agreement

The Company shall contribute the following monthly sum of Eight Hundred Twenty-Eight Dollars and Fifty-Two Cents ($828.52) for employees working one hundred sixty (160) hours from ***August 24, 2020 to August 31, 2020.*** For employees working less than one hundred sixty (160) hours per month, the Company shall contribute *Four Dollars and Forty-Nine Cents ($4.49)* per hour from the first compensable hour, plus *Twenty-Nine Cents ($0.29)* per hour to fund PEER/84 (Program for Enhanced Early Retirement) from the first compensable hour for a total of **Four Dollars and Seventy Eights** ($4.78) per hour.

ALLIED WASTE SYSTEMS, INC. d/b/a
ALLIED WASTE SERVICES OF CONTRA COSTA COUNTY / REPUBLIC SERVICES

By: _____

Printed Name: Tony Mancini

Title: General Manager

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSMEN AND HELPERS OF AMERICA, LOCAL 315 OF CONTRA COSTA COUNTY

By: _____

Printed Name: DON E GARCIA

Title Sec-Treas

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

TEAMSTERS BENEFIT TRUST

Revised 5-1-07

APPLICATION AND SUBSCRIBER'S AGREEMENT *for All Monthly (Non-Hour Bank) Plans*

Employer: Allied Waste Systems, Inc. (Recycle Collection Unit)

Address: 3260 Blume Drive, Suite 200

Richmond, Ca. 94806

By Employer		By Union	
Co. is a Corporation	☐	New Account	☐
Partnership	☐	Rate Change	☐
Proprietorship	☐	Contract Renewal	☐
Other	☐	Inter-Fund Transfer	☐

Phone No.: (___) (510) 262-7550 **Employee Benefits Contact Person:** Melissa Hughes

Employees covered as of the effective date of this Agreement (check all that apply):

☒ **Collectively Bargained Employees:** Party to a Master Agreement: ☐ Yes ■ No. If "yes," name of Employer Association: _____ Number of Collectively Bargained Employees: 100

THE FUND REQUIRES THAT A COPY OF THE COLLECTIVE BARGAINING AGREEMENT BE PROVIDED TO THE PLAN ADMINISTRATION OFFICE.

☐ **Non-Collectively Bargained Employees:** **IF ANY NON-COLLECTIVELY BARGAINED EMPLOYEES ARE COVERED, FUND RULES REQUIRE THAT ALL EMPLOYEES IN THAT GENERAL CATEGORY MUST BE COVERED:** ☐ Supervisors - Number _____ ☐ Clericals - Number _____ ☐ Other (specify) _____ Number _____

Number of Non-Collectively Bargained Employees: _____

☐ **Others:** Retirees ☐ Number _____ COBRA Participants ☐ Number 315 Total Other Employees Covered: _____

EMPLOYEE ELIGIBILITY REQUIRES RECEIPT OF THE FULL CONTRIBUTION. IF THE FULL CONTRIBUTION FOR THE PLAN IS NOT RECEIVED, THE EMPLOYEE WILL NOT BE ELIGIBLE FOR BENEFITS.

Plan Name/Number: Plan 1 **(Current Contribution Rate):** $2,288.00

Supplemental Benefit (SB): _____ $ _____ **Retirement Security Plan?** ☐ Yes ■ No **(Current Contribution Rate):** $ _____

Supplemental Benefit (SB): _____ $ _____ **SB Benefits (Total Contribution Rate):** $ _____

Supplemental Benefit (SB): _____ $ _____ **Total Contribution on Commencement Date:** $2,288.00

The undersigned Employer has entered into a collective bargaining agreement or agreements with Teamsters Local Union No. 315 under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for acceptance as a participating Employer in the Fund. The Employer hereby adopts the Trust Agreement providing for the Teamsters Benefit Trust and agrees to be bound by its terms and by any amendments adopted in the manner provided therein. The Employer hereby grants power of attorney to the Employer Trustees now in office, and their successors, to administer the Fund as the representatives of the Employer with full authority to act for the Employer in the administration of the Fund.

Commencing on the first day of September 1, 2021 **(based on qualifying hours worked in the preceding month)**, the Employer shall contribute the amount specified by the Trustees to provide; (1) active Plan benefits and (2) post-retirement benefits in the Fund's *Retirement Security Plan*, if provided for in the collective bargaining agreement (CBA), for each employee covered by the CBA and for such additional employees accepted by the Fund as participants in the Plan for the term of the agreement, pursuant to uniform rules. **Contributions are due on the 1st day of the commencement month and payable no later than the 20th day of that month and each month thereafter.** Refer to the Plan's *Guide to Your Benefits* for employee eligibility rules. The *Retirement Security Plan's* eligibility rules are printed on the reverse side of this form.

If the Employer fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Employer understands and agrees that the Trustees may assess certain additional amounts as interest, liquidated damages, attorney's fees and other collection costs. Excess contributions paid to the Fund shall be refunded or credited only for the *36 calendar months* preceding the date the Fund receives notice of the error or, if discovered through a payroll audit by the Fund's accountant, the *36 calendar months* preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustees.

The Employer hereby agrees to make available in the State of California to the Trustees or their agents, all books, records, and papers necessary to conduct an audit to verify that the required contributions have been paid. The Employer hereby agrees that in the event it withdraws from the Fund, the Fund is entitled to assess a withdrawal premium in an amount determined under the Trust Agreement.

It is the purpose and intent of the parties to maintain this Subscriber's Agreement in full force and effect at all times during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscriber's Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke this Subscriber's Agreement by sending written notice thereof by certified mail to the Union and Fund Administrator not less than 30 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties (or written extension thereto). By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable collective bargaining agreement without the consent of the Trustees.

For Union DANE GARCIA (Print or Type Name) _____ (Signature) Date: 10/26/2021

For Employer Tony Maggiani (Print or Type Name) _____ (Signature) Date: 10-28-2021

Accepted on _____, _____, **on behalf of the Board of Trustees of the Teamsters Benefit Trust.**

Union Trustee: _____ Employer Trustee: _____

DISTRIBUTION: **Send the signed two-page form to the TBT Plan Administration Office. Completed copies will be returned to Union & Employer.**

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER Allied Waste Systems, Inc.(Recycle Collection Unit) NAME OF ASSOCIATION _____
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER

STREET ADDRESS 3260 Blume Drive, Suite 200 CITY, STATE, ZIP CODE Richmond, Ca. 94806

EFFECTIVE DATE OF THIS LABOR AGREEMENT 8/24/20

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

INDICATE:

RENEWAL ☒ NEW PENSION ACCOUNT ☐ NEW PENSION ACCOUNT BUT EMPLOYER PREVIOUSLY MADE PENSION CONTRIBUTIONS ☐

EMPLOYER OWNERSHIP CHANGE ☐ DATE OF CHANGE _____ SELLER _____

EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES ☐

NAME OF PARENT COMPANY _____

STREET ADDRESS _____ CITY, STATE, ZIP _____

FOR LABOR AGREEMENT RENEWALS:
INDICATE PENSION ACCOUNT NUMBER(S) 310642 & 314750

EMPLOYER IS A: CORPORATION ☒ PARTNERSHIP ☐ UNINCORPORATED SOLE PROPRIETORSHIP ☐
PUBLIC ENTITY ☐ LIMITED LIABILITY COMPANY ☐ (INDICATE - PARTNERSHIP ☐ CORPORATION ☐)
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 100

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union 315

BY _____ (SIGNATURE) DATE 6/11/21

Don E Garcia
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Secretary-Treasurer PHONE NO. 7073102225

EMPLOYER Allied Waste Systems Inc. (Garbage Collection Unit)

BY _____ (SIGNATURE) DATE 7-16-21

Tom Marcini
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE GENERAL MANAGER PHONE NO. 925-822-1537

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.

BY _____ DATE _____

01/2020

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

NEW ACCOUNT ☐
RENEWAL ☑

SUPPLEMENTAL INCOME TRUST FUND
Subscriber Agreement for the Supplemental Income 401(k) Plan

The undersigned Employer and Union hereby certify that they are parties to a written labor agreement, and they desire to supplement that Agreement to provide for participation in the Supplemental Income 401(k) Plan. A complete copy of the labor agreement and upon initial participation and no less frequently than annually a roster of the employees currently covered under the agreement (including name, date of birth, address, date of hire, email address and Social Security number) is attached or, if not yet available, will be furnished to the Administrative Office within the next thirty (30) days. The undersigned further certify that the following information is true and correct and accurately reflects the intent of the undersigned Employer and Union.

NAME OF EMPLOYER: Allied Waste Systems, Inc. (Recycle Collection Unit)

NAME OF ASSOCIATION (IF ANY - See Reverse): _____

EMPLOYER STREET ADDRESS: 3260 Blume Drive, Suite 200

CITY, STATE & ZIP CODE: Richmond, Ca. 94806

TERM OF LABOR AGREEMENT: 8/24/20-8/23/25 **EFFECTIVE DATE OF PARTICIPATION IN 401(k) PLAN:** 9/1/2020

APPROXIMATE NUMBER OF EMPLOYEES COVERED BY THIS AGREEMENT: 100

PAY PERIOD (check one): ☑ Weekly ☐ Every Two Weeks ☐ Monthly ☐ Other (specify) _____

The Employer agrees that during each pay period, in addition to any Employer contribution required under the labor agreement, it shall deduct on behalf of any employee covered under the labor agreement the amount that the employee designates on a properly signed "401(k) election form" provided by the Trust Fund. Employers are required to submit a "401(k) election form" for each and every employee for whom an Employer contribution is made and for each and every employee making contributions to the Plan by wage deferral (only one form is required per employee). The Employer agrees to (1) maintain up to date copies of all employee election forms and (2) transmit this deduction (along with the Employer contribution, if any) to the Trust Fund Administrative Office immediately after each payroll period, or no less frequently than twice per month along with the contribution data. The Employer agrees to transmit all monies via Automated Clearing House (ACH) and that every transmittal will show the pay period end date for that transmittal. **Said contributions must be received by the Plan within fifteen (15) calendar days of each pay day and will be considered delinquent if not fully transmitted and received by the Fund by the 15th calendar day following the pay day.** The Employer agrees that 6 percent liquidated damages (or $25.00, whichever is greater) plus interest shall be assessed for contributions past due for a period of two weeks or less, and that 12 percent liquidated damages (or $25.00, whichever is greater) plus interest shall be assessed for contributions past due in excess of two weeks. The Employer further agrees to provide the Trust Fund with notice of any employees who are added to or deleted from the roster of employees covered by the labor agreement (including name, date of birth, address, date of hire, email address and Social Security number) and to update status including new eligible and of change of address information for any employee covered by the labor agreement who notifies the employer of a change in address within 30 days of the date of hire or change of address.

1) **Employee Elective Deferrals: Elective deferrals** will be made based on percentage of total compensation for the pay period ("total compensation" for this purpose defined in the CBA) Federal tax law limits the amount an employee can defer annually. In 2021 that limit is $19,500 (and up to $6,500 in "catch up contributions" for employees age 50 and over) to a 401(k) plan. For employees age 50 and older, Employer hereby also agrees to timely submit "catch up contributions."

2) **Employer Contributions:** Is the Employer obligated under the CBA to make employer contributions on behalf of the employees? ☐ Yes ☑ No
If yes, check the appropriate boxes selected:

☐ Option 1: Flat amount per pay period (the minimum monthly contribution is $20.00) in the amount of $_____
☐ Option 2: Specified hourly contribution rate per compensable hour of $_____. See CBA and/or Letter of Understanding (page/section) _____.
☐ Option 3: Percentage of total compensation paid to employee during reporting period: ___ 1% ___ 2% ___ 3% ___ 4% ___ 5%. Other percentage ___%.
☐ Option 4: Matching contribution of _____

Employer tax deductions for contributions to a 401(k) plan are limited by law to 25% of total compensation paid in the year to all employees eligible to participate in the plan.

3) **Operational Fee:**
The Employer is obligated to pay the quarterly operational fee ($4.50 in 2021 but adjusted periodically) for each employee for whom an Employee elective deferral and/or an Employer contribution made on his behalf during a calendar quarter.

4) **Entry/Participation Date:**
Eligibility to participate in the Plan may be delayed for no longer than the first 12 months of employment for newly hired employees. The Union and Employer agree that (initial one):

☐ A. Employees eligible from first hour of employment (no waiting period).
☑ B. Employees eligible after 3 months of employment.

5) **Non-Discrimination Testing/Maximum Contribution:**

This Plan, like all 401(k) plans, must ensure that (1) contributions conform to the Internal Revenue Code's "non-discrimination testing" requirements; (2) Employer contributions and employee deferrals to the Plan do not exceed $57,000 or 100% of the participating employees' compensation (whichever is less); and (3) no employee's contributions will exceed the then current IRS maximum annual contribution ($19,500 and $6,500 in "catch up contributions" for employees age 50 and over in 2021). Under federal law, "non-discrimination testing" is required if any of the employees covered by this Agreement is a 5% owner or is paid over $130,000 (in 2020) in a calendar year. **Do any employees covered by this Agreement own 5% or more of the Employer or make in excess of $130,000 in the calendar year?** YES ☐ NO ☑

If "Yes" is marked above, the Trust Fund will perform the "non-discrimination testing" required by federal law once annually. Employers which may be subject be subject to testing may be eligible to sign an addendum (available from the Administrative Office) to this Agreement permitting "safe harbor" contributions and eliminating the need for testing on a prospective basis. Contact the Administrative Office regarding the safe harbor.

If "No" is marked in the box above, the Employer hereby agrees to annually certify on a form to be provided by the Trust Fund that no employees covered by this Agreement were paid more than $130,000 during that year. *All Employers are also required to certify once annually on a form to be provided by the Trust Fund that no employee's deferrals have exceeded the then current IRS maximum annual contribution ($19,500 and $6,500 in "catch up contributions" for employees age 50 and over in 2020).*

6) **Participant Education:**

The Employer agrees that it shall provide the Trust Fund reasonable access to its employees necessary to provide them with information concerning their investment options under the Plan sufficient to meet the requirements of federal law for a retirement plan in which investments are directed by the participant.

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7) **Duration of this Agreement:**

It is the purpose and intent of the parties to maintain this Subscriber Agreement in full force and effect at all times during which the Employer is obligated by contract or by law to continue participation in the Plan. Accordingly, this Subscriber Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement, during which the Employer agrees to make contributions to the Trust in the manner provided herein and thereafter for the term of any subsequent collective bargaining agreement until revoked. The Employer may revoke this Subscriber Agreement by sending written notice thereof by certified mail to the Union and the Trust Fund not less than 15 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of the collective bargaining agreement or written extension thereto.

The Trust Fund does not accept contributions on behalf of sole proprietors or partners in a partnership. The Trust Fund will accept contributions on behalf of a shareholder of a corporation that is duly organized and operated under the laws of a State of the United States of America who is employed by that corporation to render services pursuant to a Collective Bargaining Agreement or Adoption Agreement.

The undersigned Union and Employer agree to be bound by the Trust Fund's Agreement and Declaration of Trust and shall become party to that agreement upon the submission of contributions to the Fund pursuant to a collective bargaining agreement and/or Subscriber Agreement, and the acceptance of those contributions by the Trust Fund.

UNION: Teamsters Local Union 315 **TEL** (925) 228-2246

BY: [signature]

PRINT NAME: Don E Garcia

TITLE: Sec-Treas

EMPLOYER: Allied Waste Systems, Inc. (Republic Collection Unit) **TEL** 925-822-1537

BY: [signature]

PRINT NAME: Tony Maricini

TITLE: General Manager

ACCEPTED ON BEHALF OF THE TRUSTEES OF THE SUPPLEMENTAL INCOME TRUST FUND:

BY: _____ **DATE:** _____

RETURN WITH SIGNED COLLECTIVE BARGAINING AGREEMENT TO:

Mon Roc Administrators
420 Virginia Street, Suite 2B
Vallejo, CA 94590
1-800-477-3829
Fax: 415-433-5128

Form SIP51 Revised 01/01/2020

TRUST POLICY ON ACCEPTANCE OF TRANSMITTALS TO THE 401(k) PLAN

The Supplemental Income Trust Fund accepts Employer 401(k) Plan transmittals only in accordance with a written labor agreement that is not detrimental to the Plan or in violation of any statute. The determination of whether or not a labor agreement is acceptable to the Plan shall be made by the Trustees at their sole discretion. While the Trustees do not want to interfere in the collective bargaining process, they have determined that the following provisions must be adhered to in order to allow continued participation in the 401(k) Plan:

1. 401(k) Plan deductions for employee wages may be made only pursuant to a signed authorization by the employee covered by a collective bargaining agreement providing for participation in this 401(k) Plan.
2. Transmittals of 401(k) Plan deductions must be made to the Trust Fund in an electronic format specified by the Trust Fund.
3. Transmittals may not be made for persons not covered by the collective bargaining agreement.

* If this Agreement is signed by an Association, the Association warrants and represents that it has written authorization from each listed Employer to sign this Agreement *and* to sign the labor agreement on behalf of such Employer (if the labor agreement is not signed by the Employer). An Association must also attach a list of names and addresses of each such Employer.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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EXHIBIT I-1:
SAFETY PLAN

In accordance with Section 8.11.C, prior to the Commencement Date, the Contractor shall develop a Safety Training Plan and secure written approval from the Authority on the Safety Training Plan, which will be attached as Exhibit I-1.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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EXHIBIT J:
IRAN CONTRACTING CERTIFICATION

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ATTACHMENT F:
IRAN CONTRACTING ACT CERTIFICATION

Iran Contracting Act Certification

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Grantee certifies that:

(1) Grantee is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and

(2) Grantee is not a financial institution that extends twenty million dollars ($20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).
I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Grantee to this Certification, which is made under the laws of the State of California.

Allied Waste Systems, Inc. dba Allied Waste Services of Contra Costa County (Company Name)

By: _____ (Signature)

Name: Victor Cabrera (Printed Name)

Title: General Manager

Date: 02/07/2025

Signature

Area President
Title

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

EXHIBIT K:
PERFORMANCE BOND

Attached to this Agreement is a Letter of Intent to issue the required Performance Bond in accordance with Section 13.6.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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EXHIBIT L:
GUARANTY AGREEMENT

This Exhibit has been signed under a separate DocuSign envelope, is on file with the Authority, and is attached herein by reference.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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EXHIBIT M:
CAPITAL REQUIREMENTS AND SPECIFICATIONS

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

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Exhibit M - Capital Requirements

RESIDENTIAL PROPOSED CCCSWA ASSET LIST					
RESI ASL					
Rte	Trk Type	Chassis	Body Type	Capacity	Fuel Type
840 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
841 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
842 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
843 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
844 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
845 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
846 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
847 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
848 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
850 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
851 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
852 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
853 MSW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
New MSW Rt	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
864 CNTY/DVIL (Partial Rt)	ASL	Peterbilt			
240 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
241 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
242 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
243 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
244 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
245 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
246 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
247 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
248 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
250 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
251 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
252 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
253 RCY	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
New Rcy Rt	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
540 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
541 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
542 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
543 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
544 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
545 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
546 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
547 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
548 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
549 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
550 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
551 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
552 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
553 YW	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
New YW Rte	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
New YW Rte	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
555 Cty/Clnup (Partial Rt)	ASL	Peterbilt			
Spare	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
Spare	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
Spare	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
Spare	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
Spare	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
Spare	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
Spare	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
Spare	ASL	Peterbilt	McNelius ZR	27 Yds	CNG
Spare	ASL	Peterbilt	McNelius ZR	27 Yds	CNG

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Exhibit M - Capital Requirements

RESIDENTIAL PROPOSED CCCSWA ASSET LIST

Resi Burro

Rte	Trk Type	Chassis	Body Type	Capacity	Fuel Type
860 MSW	Burro	Peterbilt	Newway	14YDS	Diesel
861 MSW	Burro	Peterbilt	Newway	14YDS	Diesel
862 MSW	Burro	Peterbilt	Newway	14YDS	Diesel
New Burro Rte	Burro	Peterbilt	Newway	14YDS	Diesel
260 RCY	Burro	Peterbilt	Newway	14YDS	Diesel
261 RCY	Burro	Peterbilt	Newway	14YDS	Diesel
262 RCY	Burro	Peterbilt	Newway	14YDS	Diesel
New Burro Rte	536	Peterbilt	Newway	11YDS	Diesel
560 YW	Burro	Peterbilt	Newway	14YDS	Diesel
561 YW	Burro	Peterbilt	Newway	14YDS	Diesel
562 YW	Burro	Peterbilt	Newway	14YDS	Diesel
New Burro Rte	536	Peterbilt	Newway	11YDS	Diesel
Spare	536	Peterbilt	Newway	11YDS	Diesel
Spare	536	Peterbilt	Newway	11YDS	Diesel
Spare	Burro	Peterbilt	Newway	11YDS	Diesel
Spare	Burro	Peterbilt	Newway	14YDS	Diesel

Resi REL

Rte	Trk Type	Chassis	Body Type	Capacity	Fuel Type
640 MSW	REL	Peterbilt	McNeilus	28	CNG
641 MSW	REL	Peterbilt	McNeilus	28	CNG
ADD 255 Cnty/Clnup/MF	REL	Peterbilt	McNeilus	28	CNG
Add Org Clnup Rte	REL	Peterbilt	McNeilus	28	CNG
Spare	REL	Peterbilt	McNeilus	28	CNG

Roll-off

Rte	Trk Type	Chassis	Body Type	Capacity	Fuel Type
RT1	Rolloff	Peterbilt	Galbreith	28	CNG
RT2	Rolloff	Peterbilt	Galbreith	28	CNG
RT3	Rolloff	Peterbilt	Galbreith	28	CNG
RT4	Rolloff	Peterbilt	Galbreith	28	CNG
RT5	Rolloff	Peterbilt	Galbreith	28	CNG
RT6	Rolloff	Peterbilt	Galbreith	28	CNG
RT7	Rolloff	Peterbilt	Galbreith	28	CNG
Spare	Rolloff	Peterbilt	Galbreith	28	CNG

Other Vehicles

Rte	Trk Type	Chassis	Body Type	Qty	Fuel Type
Pickup Trucks	P/U	Dodge Ram	P/U	6	Gasoline
Container Distribution	F750	Ford	Flat Bed 26'	4	Diesel
Mobile Service Truck	F550	Ford	Service Truck	1	Diesel

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Exhibit M - Capital Requirements

Com Proposed Asset List					
Com FEL					
Rte	Trk Type	Chassis	Body Type	Capacity	Fuel Type
902 MSW	FEL	Peterbilt	Heil	28	CNG
903 MSW	FEL	Peterbilt	Heil	28	CNG
904 MSW	FEL	Peterbilt	Heil	28	CNG
905 MSW	FEL	Peterbilt	Heil	28	CNG
906 MSW	FEL	Peterbilt	Heil	28	CNG
907 MSW	FEL	Peterbilt	Heil	28	CNG
908 MSW	FEL	Peterbilt	Heil	28	CNG
752 RCY	FEL	Peterbilt	Heil	28	CNG
772 RCY	FEL	Peterbilt	Heil	28	CNG
774 RCY	FEL	Peterbilt	Heil	28	CNG
775 RCY	FEL	Peterbilt	Heil	28	CNG
778 RCY	FEL	Peterbilt	Heil	28	CNG
790 RCY	FEL	Peterbilt	Heil	28	CNG
773 FW	FEL	Peterbilt	Heil	28	CNG
781 FW	FEL	Peterbilt	Heil	28	CNG
554 OR Carts	FEL	Peterbilt	Heil	28	CNG
Spare	FEL	Peterbilt	Heil	28	CNG
Spare	FEL	Peterbilt	Heil	28	CNG
Spare	FEL	Peterbilt	Heil	28	CNG

Com ASL					
Rte	Trk Type	Chassis	Body Type	Capacity	Fuel Type
776 RCY Carts	ASL	Peterbilt	McNelius ZR	28 Yds	CNG
777 RCY Carts	ASL	Peterbilt	McNelius ZR	28 Yds	CNG

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Exhibit M - Capital Requirements

Containers

	Manufacturer	Color	Size	Material	Total
Carts					
Solid Waste 20-gallon	Rehrig Pacific Company	Black	20 gal	Plastic	6283
Solid Waste 32-gallon	Schaefer Plastics North America, LLC	Black	32 gal	Plastic	30673
Solid Waste 64-gallon	Schaefer Plastics North America, LLC	Black	64 gal	Plastic	13235
Solid Waste 96-gallon	Schaefer Plastics North America, LLC	Black	96 gal	Plastic	2731
Recyclable Material 32-gallon	Schaefer Plastics North America, LLC	Blue	32 gal	Plastic	865
Recyclable Material 64-gallon	Schaefer Plastics North America, LLC	Blue	64 gal	Plastic	41241
Recyclable Material 96-gallon	Schaefer Plastics North America, LLC	Blue	96 gal	Plastic	24130
Commingled Organics 20-gallon	Rehrig Pacific Company	Green	20 gal	Plastic	0
Commingled Organics 32-gallon	Schaefer Plastics North America, LLC	Green	32 gal	Plastic	3282
Commingled Organics 64-gallon	Schaefer Plastics North America, LLC	Green	64 gal	Plastic	38405
Commingled Organics 96-gallon	Schaefer Plastics North America, LLC	Green	96 gal	Plastic	28990
Commercial Food Scraps 32-gallon cart	Schaefer Plastics North America, LLC	Brown	32 gal	Plastic	420
Commercial Food Scraps 64-gallon cart	Schaefer Plastics North America, LLC	Brown	64 gal	Plastic	1441
Bins					
Solid Waste 1 cubic yards	CONFAB / Wastequip	Gray	1 cy	Metal	90
Solid Waste 2 cubic yards	CONFAB / Wastequip	Gray	2 cy	Metal	91
Solid Waste 3 cubic yards	CONFAB / Wastequip	Gray	3 cy	Metal	69
Solid Waste 4 cubic yards	CONFAB / Wastequip	Gray	4 cy	Metal	73
Solid Waste 5 cubic yards	CONFAB / Wastequip	Gray	5 cy	Metal	2
Solid Waste 6 cubic yards	CONFAB / Wastequip	Gray	6 cy	Metal	5
Solid Waste 8 cubic yards	CONFAB / Wastequip	Gray	8 cy	Metal	4
Recyclable Material 1 cubic yards	CONFAB / Wastequip	Blue	1 cy	Metal	45
Recyclable Material 2 cubic yards	CONFAB / Wastequip	Blue	2 cy	Metal	113
Recyclable Material 3 cubic yards	CONFAB / Wastequip	Blue	3 cy	Metal	64
Recyclable Material 4 cubic yards	CONFAB / Wastequip	Blue	4 cy	Metal	88
Recyclable Material 5 cubic yards	CONFAB / Wastequip	Blue	5 cy	Metal	1
Recyclable Material 6 cubic yards	CONFAB / Wastequip	Blue	6 cy	Metal	7
Recyclable Material 8 cubic yards	CONFAB / Wastequip	Blue	8 cy	Metal	7
Commingled Organics 1 cubic yards	CONFAB / Wastequip	Green	1 cy	Metal	0
Commingled Organics 2 cubic yards	CONFAB / Wastequip	Green	2 cy	Metal	0
Commingled Organics 3 cubic yards	CONFAB / Wastequip	Green	3 cy	Metal	0
Commingled Organics 4 cubic yards	CONFAB / Wastequip	Green	4 cy	Metal	0
Commingled Organics 5 cubic yards	CONFAB / Wastequip	Green	5 cy	Metal	0
Commingled Organics 6 cubic yards	CONFAB / Wastequip	Green	6 cy	Metal	0
Commercial Food Scraps 1 cubic yards	CONFAB / Wastequip	Brown	1 cy	Metal	9
Commercial Food Scraps 2 cubic yards	CONFAB / Wastequip	Brown	2 cy	Metal	17
Compactor Bins/Debris Boxes					
1.5 cubic yards	CONFAB / Wastequip			Metal	1
2 cubic yards					0
3 cubic yards					0
4 cubic yards					0
6 cubic yards					0
8 cubic yards					0
10 cubic yards	CONFAB / Wastequip			Metal	2
12 cubic yards	CONFAB / Wastequip			Metal	0
14 cubic yards	CONFAB / Wastequip			Metal	0
15 cubic yards	CONFAB / Wastequip			Metal	1
16 cubic yards	CONFAB / Wastequip			Metal	0
20 cubic yards	CONFAB / Wastequip			Metal	8
25 cubic yards	CONFAB / Wastequip			Metal	1
30 cubic yards	CONFAB / Wastequip			Metal	5
32 cubic yards	CONFAB / Wastequip			Metal	0
40 cubic yards	CONFAB / Wastequip			Metal	4

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Exhibit M - Capital Requirements

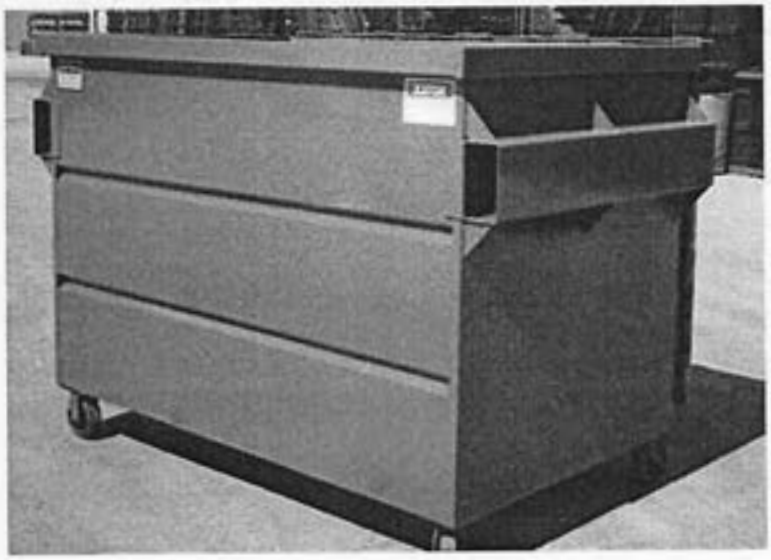
Other (specify): Cooking Oil Racks	McNelius / Newway	N/A	N/A	Metal	17

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

CONFAB

A California waste container company

Flat Top Front Load Container



QUALITY, DURABILITY, VALUE

Standard Specifications

- Plastic lids.
- 14 GA construction with flanged corners and horizontal "V" groove ribs front, back and bottom.
- 12 GA interlocking banding.
- 11 GA 4"x 8" full length gusseted fork channels on ends reinforced at pick-up points (2" recess or flush front & rear). 1 1/2, 2 cu yd with 4 gussets per channel, 3 cu yd with 6 gussets per channel, 4 cu yd with 8 gussets per channel.
- Channels available on bottom with 4 gussets per channel.
- Zinc plated lid rod with 90 degree bend and nylon lock nut.
- 1/2" Lid rods with lock washers at ends.
- Lid holders to hold lids open.
- Lid ears to accommodate plastic or steel lids.
- 6" Roller bearing rubber swivel casters with grease fittings (450 lb. capacity each).
- 10 GA casterplates with flange for strength.
- Interior coated with automotive underseal or rust inhibitive alkyd primer.
- Exterior (including bottom) painted your choice of standard color with alkyd enamel paint. Some colors may be extra.

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CONFAB

A California waste container company

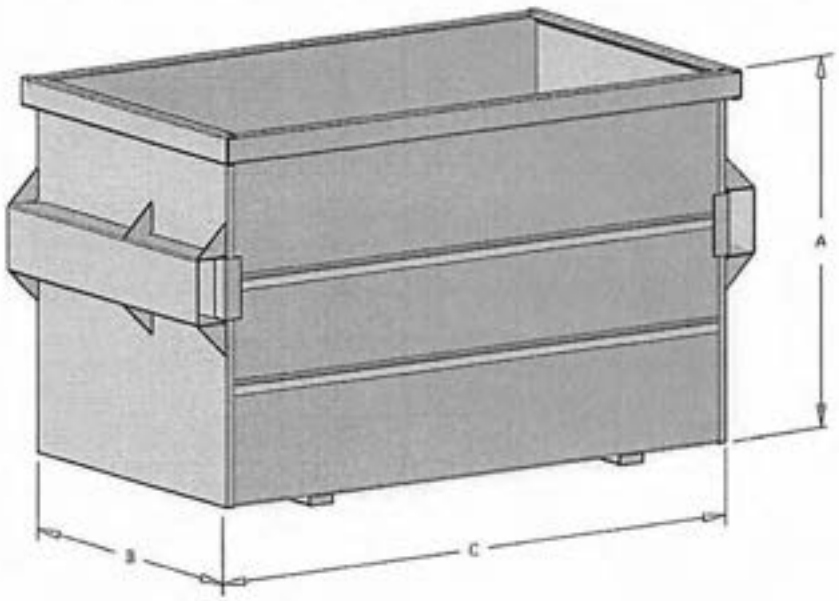
Flat Top Front Load Container



Dimensions and Drawing

PRODUCT #	SIZE	HEIGHT	WIDTH	LENGTH	CUBIC YARDS
		A*	B	C**	
10500***	1 YD 49"	35"	28"	49"	1.03
10501***	1 YD 60"	30"	26"	60"	1.00
9095	1 YD 72"	28"	24"	72"	1.04
10504	2 YD FH	34.5"	34.5"	72"	1.84
9003	2 YD IH	38"	34.5"	72"	2.02
9004	2 YD BH	41.5"	34.5"	72"	2.21
10507	3 YD FH	41.5"	41.5"	72"	2.66
10509	3 YD IH	46"	41.5"	72"	2.95
9006	3 YD BH	50.5"	41.5"	72"	3.23
10512	4 YD FH	46"	50.5"	72"	3.58
9008	4 YD IH	50.5"	50.5"	72"	3.94
10514	4 YD BH	56.5"	50.5"	72"	4.40

*Casters add 8" to height **End Loaders = 80" ***Bottom channels only



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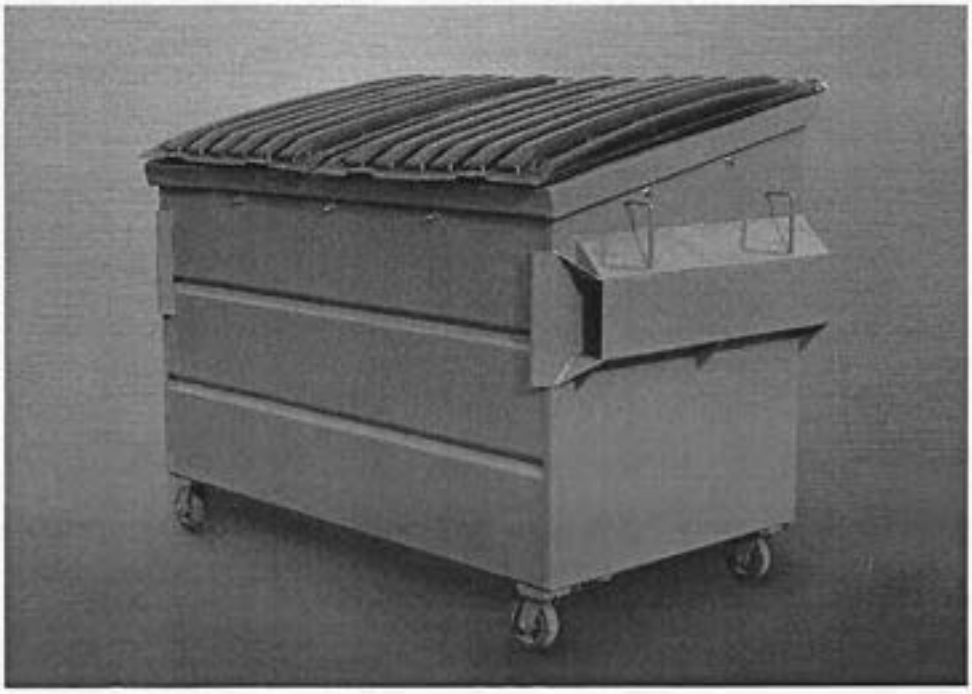
Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

CONFAB

A California waste container company

Pitch Top Container





QUALITY, DURABILITY, VALUE

Standard Specifications

- Plastic lids.
- 14 GA construction with flanged corners and horizontal "V" groove ribs front, back and bottom.
- 12 GA interlocking banding.
- 11 GA 4"x 8" full length gusseted fork channels - on ends reinforced at pick-up points (2" recess or flush front & rear). 1 1/2, 2 cu. yd. with 4 gussets per channel, 3 cu. yd. with 6 gussets per channel, 4 cu. yd. with 8 gussets per channel.
- Channels available on bottom with 4 gussets per channel.
- Zinc plated lid rod with 90 degree bend and nylon lock nut.
- Lid holders to hold lids open.
- Lid ears to accommodate plastic or steel lids.
- 6" Roller bearing rubber swivel casters with grease fittings (450 lb. capacity each).
- 10 GA casterplates with flange for strength.
- Interior coated with automotive underseal or rust inhibitive alkyd primer.
- Exterior (including bottom) painted your choice of standard color with alkyd enamel paint. Some colors may be extra.

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con-fab.com

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CONFAB

A California waste container company

Pitch Top Front Load Container

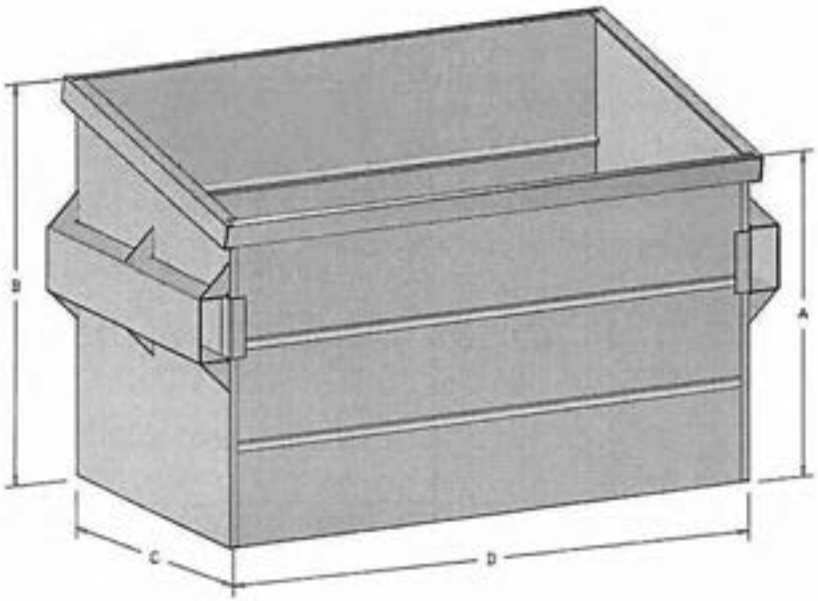


Dimensions and Drawing

PRODUCT #	SIZE	FRONT HEIGHT	BACK HEIGHT	WIDTH	LENGTH
		A*	B*	C	D**
9001	1.5 YD	29.5"	34.5"	29.5"	72"
9002	2 YD	34.5"	41.5"	34.5"	72"
9005	3 YD	41.5"	50.5"	41.5"	72"
9007	4 YD	46"	57"	50.5"	72"

* Casters add 8" to height

** End loader = 80"

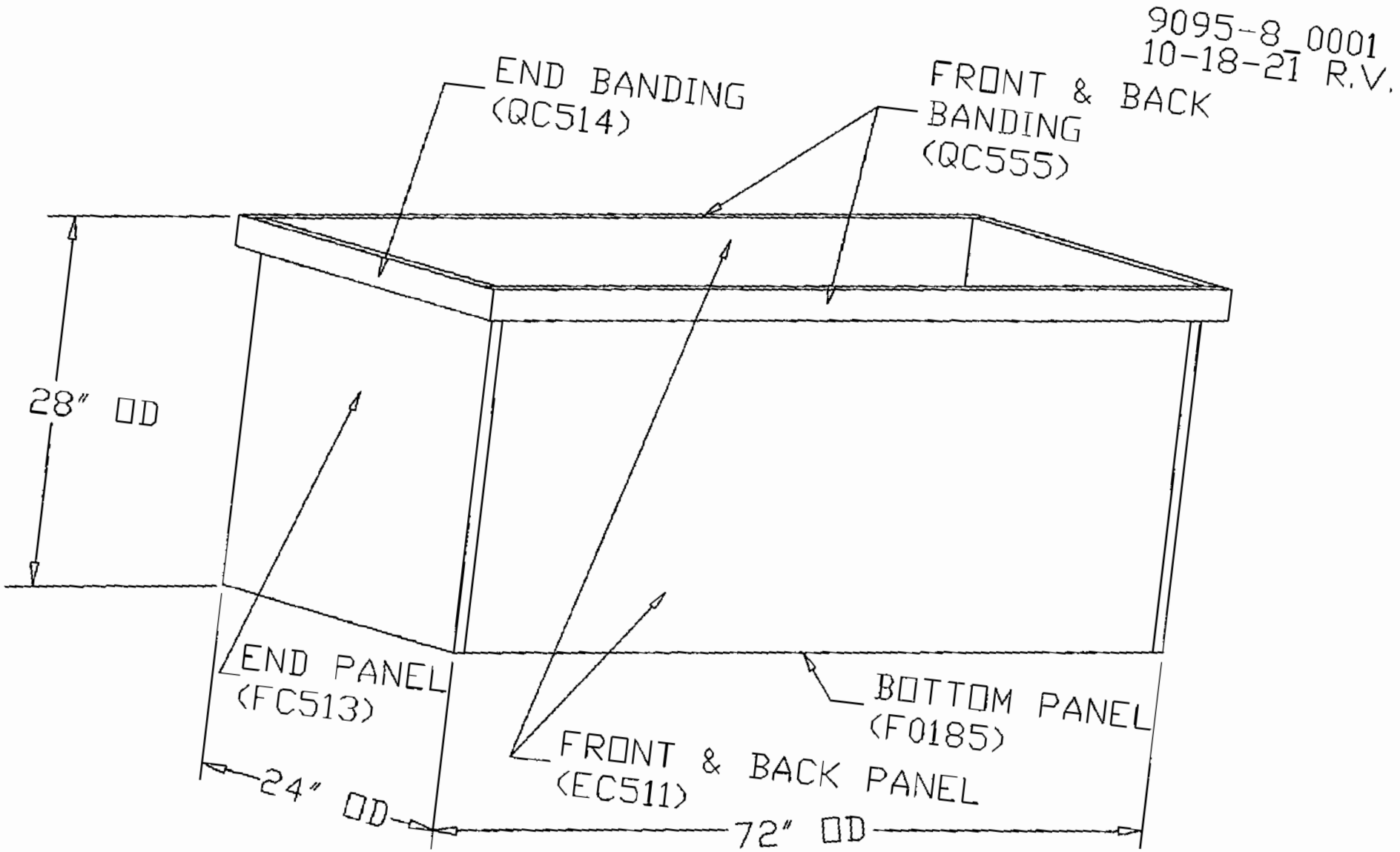


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ASSEMBLY OF 1 YD 72" FLAT TOP SMOOTH FRONT

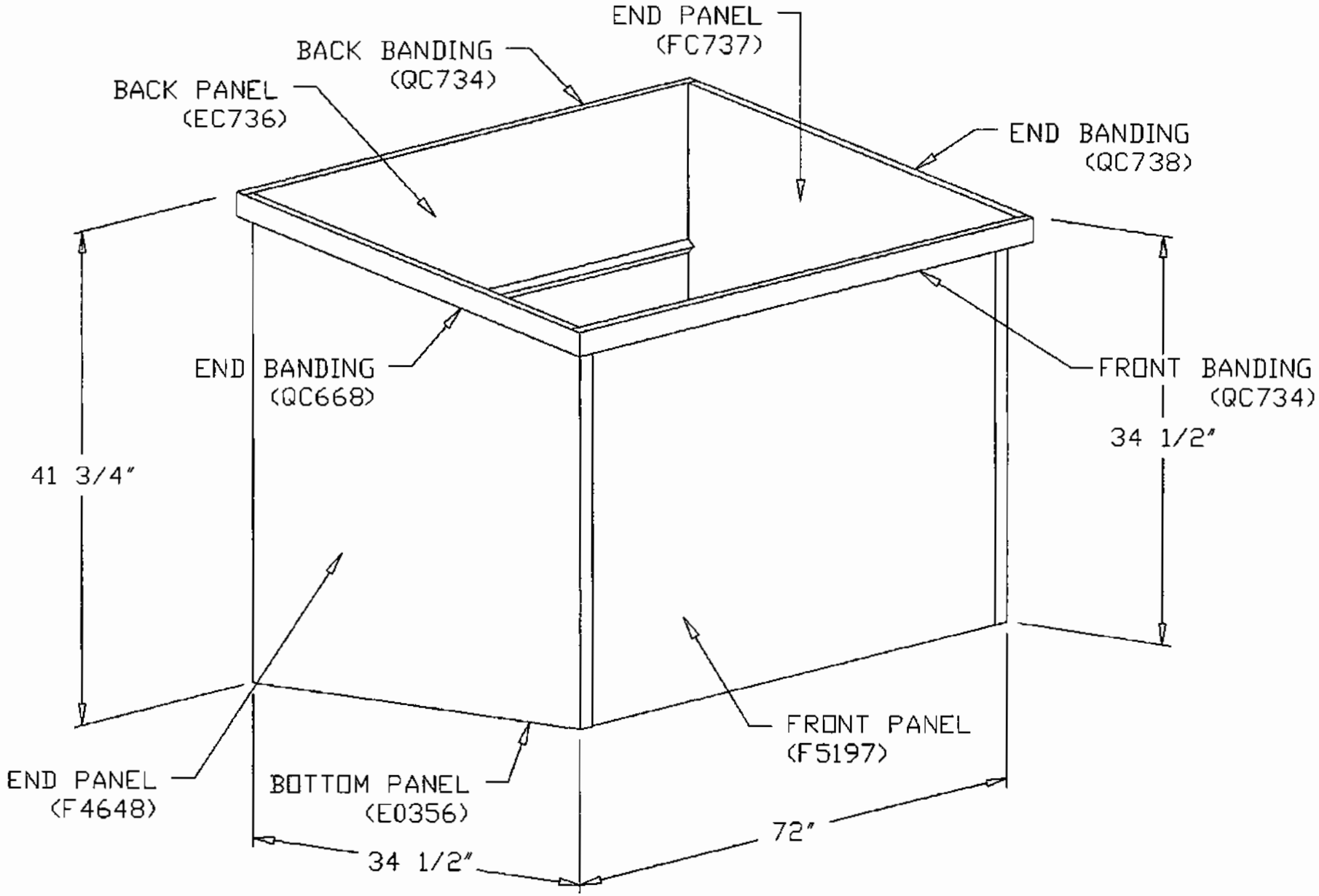
9095-8 0001
10-18-21 R.V.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ASSEMBLY OF 2 YD PITCH TOP SMOOTH FRONT

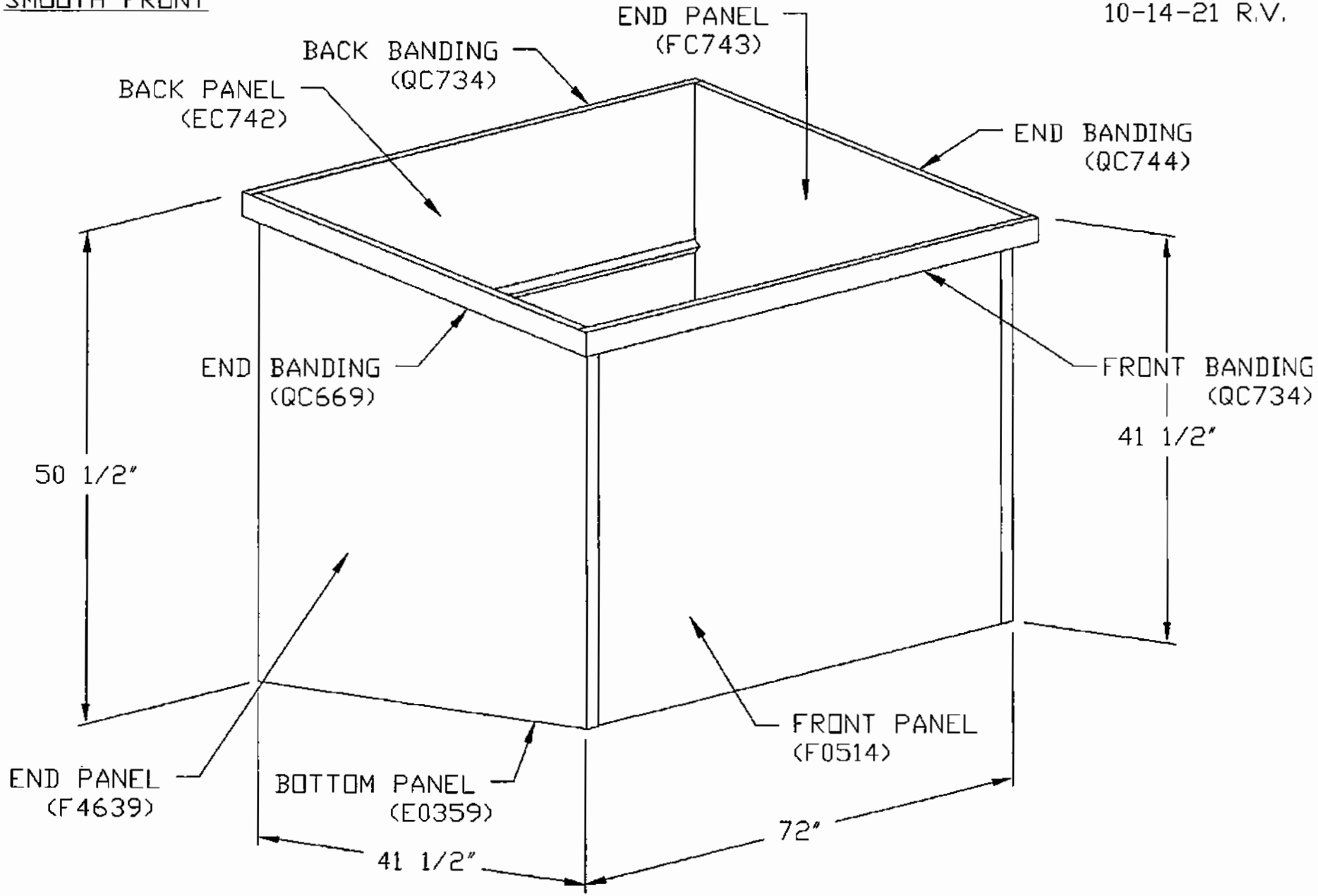
9002-8_0001
10-18-21 R.V.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ASSEMBLY OF 3 YD PITCH TOP SMOOTH FRONT

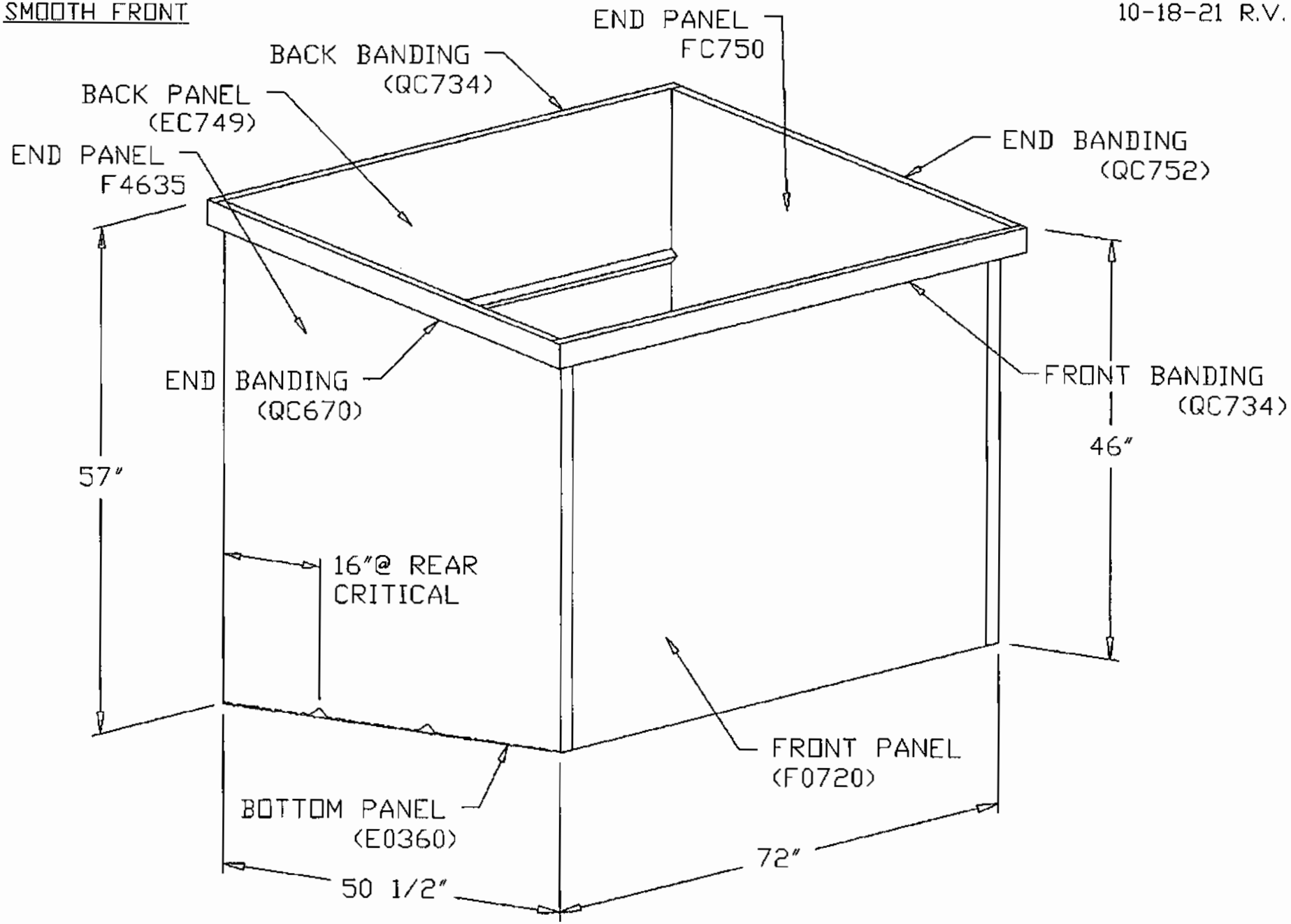
9005-18_0001
10-14-21 R.V.



Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

ASSEMBLY OF 4 YD PITCH TOP
SMOOTH FRONT

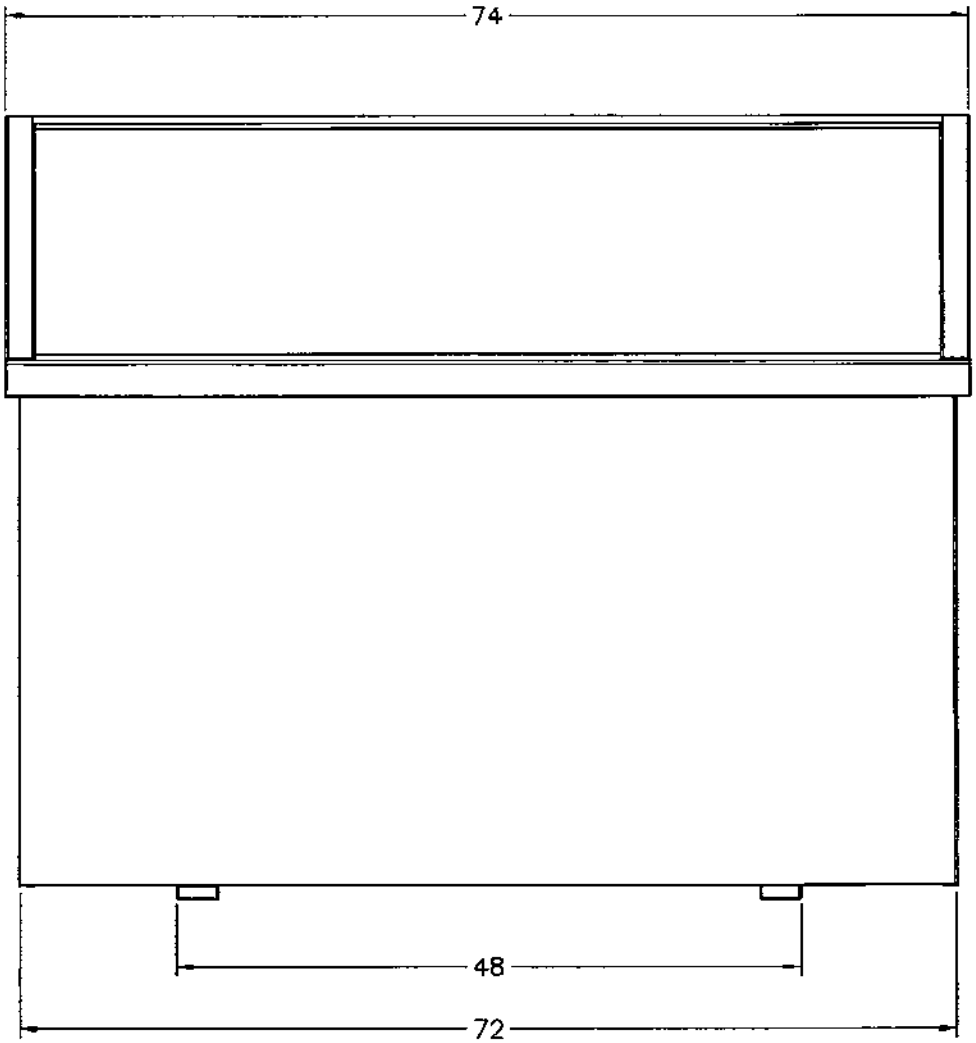
9007-13_0001
10-18-21 R.V.



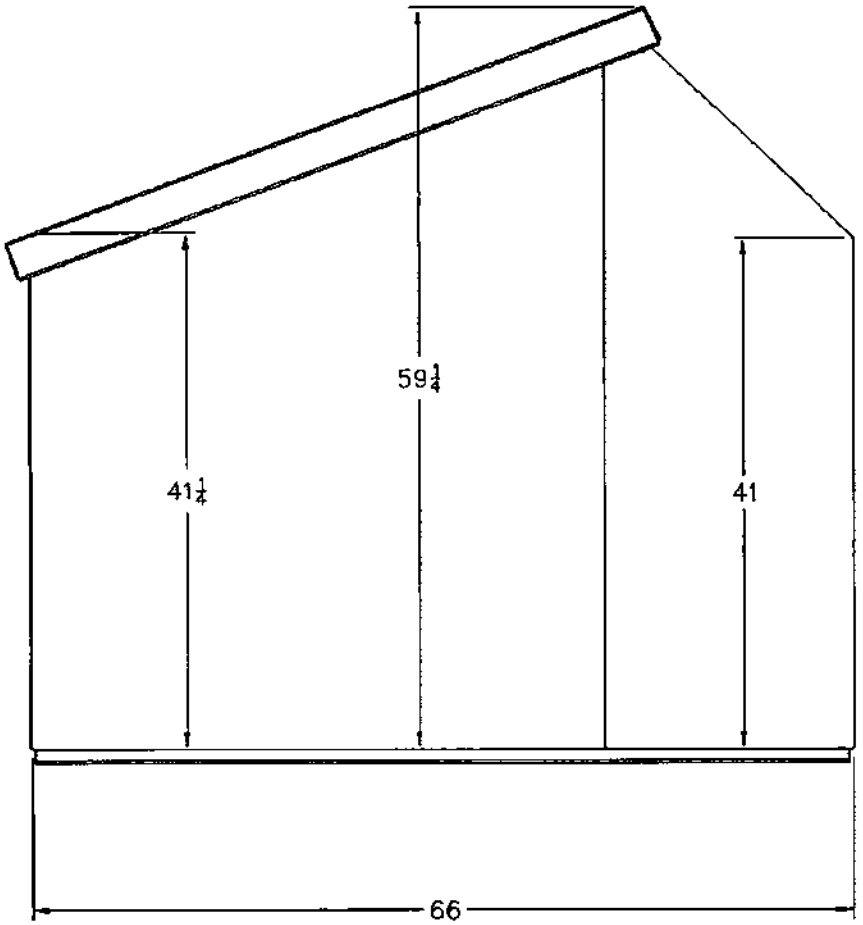
Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

5YD HUMPBACK – 12GA. BOTTOM,
SMOOTH FRONT

9112-5_0001
REVISION: A
05-10-22 R.C.



FRONT VIEW

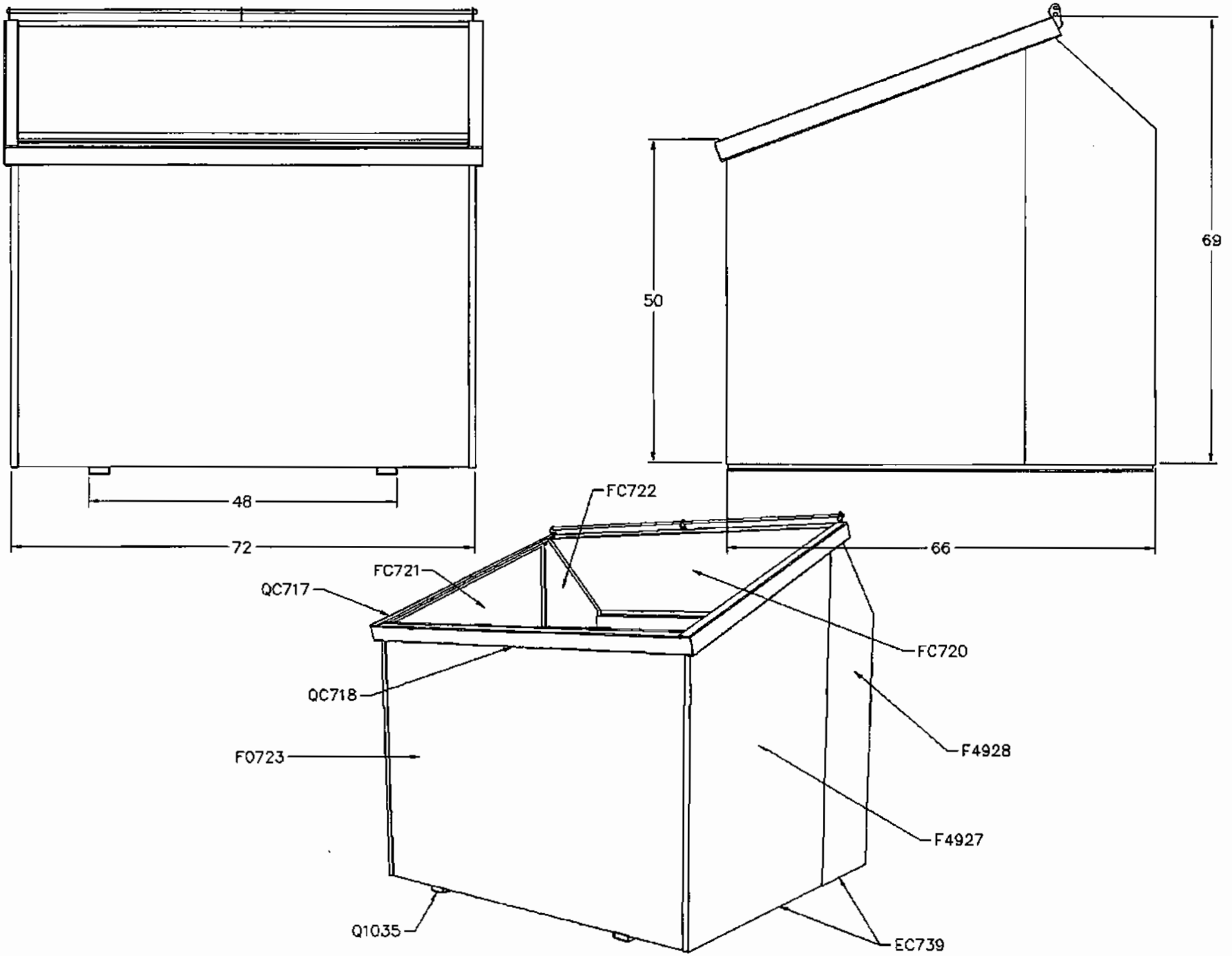


SIDE VIEW

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

12 GA. BOTTOM

#9108-16_0001
REVISION: B
05-11-22 R.C.



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TM - Models

Galbreath®
Tel: 800.285.0666 | sales@wastequip.com
www.galbreathproducts.com

ABOVE FRAME (AF-SERIES)

CABLE HOISTS

MODELS: AFCA-TM-22 & -24

(**AFCA-TM**) – **California Trough Mount** The trough section atop the hoist frame can be manufactured to specific widths and with variations to the tail sections. AFCA-TM hoists can haul a variety of containers with various understructure layouts. Although designed for the West Coast market, these models can be easily adapted for applications in other areas around the country.



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Standard Features

- Inside air controls mounted in our ergonomic Power Tower featuring Plug And Play™ wiring
- Outside controls mounted on driver's side
- Air assist auto folding ICC bumper
- Pintle ready rear aprons featuring a split bumper with LED lighting
- 10" wide troughs with flared tails
- All pivot joints & sheave blocks are easily accessed for service and grease
- 3 micron return filtration inside of steel tank with dual sight/temperature gauge
- Lifetime warranty on hoist frame, 2 year limited hydraulic system warranty
- Customized engineering layouts ensure the exact fit for each customer
- Back up alarm and hoist up alarm with signal light

FEATURE	
Hoist main frame	10" x 4" x ½" – A500 Grade C structural tubing
Hoist sub frame	4" x 4" x ¼" – A500 Grade C structural tubing
Hydraulic pump	Direct mount gear type, 37 ½ gpm @ 1,500 rpm
Operating pressure	3,200 PSI
Hydraulic valve	2 spool / 45 gpm with safety bypass
Oil reservoir	47 gallon BTC with 3 micron return filtration system
Lift cylinders	(2) DA – dual acting rod type
Hinge shaft	2 ½" solid steel
Winch cylinder	(1) DA – dual acting rod type
Cable end	Oval eye
Cable sheaves	10" OD " grease grooved w/ bronze bushings
Cable anchors	Wedge and ferrule
Front stop	(2) moveable steel blocks (various styles offered)
Front hold downs	Heavy duty nylon ratchet straps
Rear hold downs	Heavy duty nylon ratchet straps

** Factory mount models*





Behind the cab, steel tank with 3 micron return filtration (pictured at left)



HD nylon ratchet container hold downs





Inside air controls center mounted in ergonomic Power Tower featuring Plug And Play™ wiring. (Top) traditional cab, (bottom) cab over.



Huck bolted to chassis frames*



Air Assist Auto Folding ICC Bumper



HD rear apron pintle ready with split bumper and LED lighting

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Available Options

- Steel, aluminum and poly fenders
- Pioneer tarping systems
- Trough width and flared tail variations
- Auxiliary stops and hold down systems
- Auxiliary hydraulic hook-ups/wet kits
- Hard plumbing
- Lift axles
- Tires and rims (steel, aluminum)
- Pintle hook and reese style hitch assemblies
- Speed limiting parameters for hoist up ground speed
- Scale systems
- Available in traditional U-Series models
- Special models per customer request
- Cable end types



Toolbox styles and sizes.



Pioneer tarping systems.



Trough widths (10" most common) and Tail flaring styles available.



3 styles of moveable stops.

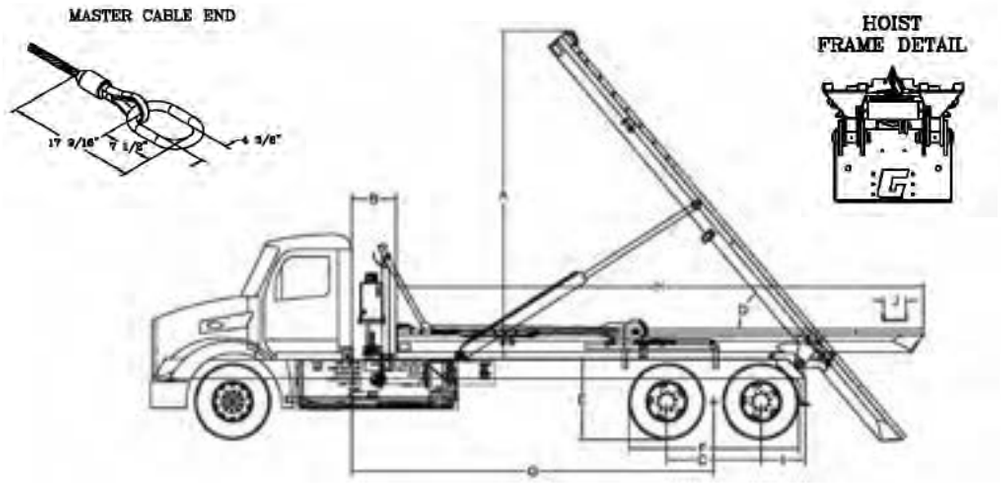


AFCA-TM-24 shown with Pioneer Rack'n Pinion™, safety hi-vis lighting and move-able Standard Shoe front stop options.

AFCA-TM

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Figure 1



Notes for Figure 1

1. When recommending container lengths, weight distribution, fender interference and overhang are all factors that need to be considered.
2. Factory tested with recommended container length and water level load.
3. Frame = top of truck chassis frame.
4. Length is 18″ when oil tank is welded to tarper platform; or 24″ if unable to weld oil tank to platform.
5. Using 22.5″ tires only. For larger tires please consult sales representative.

Minimum Truck Requirements (Tandem Axle)

Axle Rating: 18,000 Front / 44,000 Rear
Truck Torque: 383 ft. lbs.

*The chart below is an example of how to calculate the chassis section modulus (RBM/PSI = SM). Regardless of the frame YIELD and RBM, the min. SM must be 20 in^3 or more per each frame rail.

Specifications	AFCA-TM-22	AFCA-TM-24
Recommended container size	18′ to 22′	20′ to 24′
Rated hoist capacity	60,000 lbs.	60,000 lbs.
Lift cylinders (2)	6″ x 3 ½″ x 73″	6″ x 3 ½″ x 73″
Lift cylinders shaft	2 ½″	2 ½″
Winch cylinder (1)	7″ x 4″ x 80″	7″ x 4″ x 90″
A – Height above frame [3]	173″	186″
B – Back of cab to front of hoist [4]	18″	18″
C – Axle spread	50 – 55″	50 – 55″
D – Raised dump angle	50°	50°
E – Top of frame to ground [3,5]	43″	43″
F – Tire OD to OD	96″ max.	96″ max.
G – Cab to axle (CA), cab to trunnion (CT) Add 12″ for tarper & hard plumbing	174″	194″
H – Hoist length	283″	303″
I – After frame (Add 2″ for Air Ride)	23 – 25″	23 – 25″
J – Trough width	10″ (common)	10″ (common)
Approx. weight with standard features Ship out weight, un-mounted	9,140 lbs.	9,372 lbs.

Truck Channel Ht.	RBM	Yield (PSI)	RBM/PSI = SM in^3
10″ or More (single wall)	1,800,000 – 2,500,000	120,000 psi	15 in^3 - 20.8 in^3
10″ or More (double wall)	2,000,000 – 4,000,000	100,000 psi	20 in^3 - 40 in^3

Note: the single walled 120k psi with RBM less than 2,400,000 would not be acceptable because its SM would fall below the 20 in^3 minimum specification (2,300,000/120,000 = 19.17 in^3). For frames less than 10″ consult engineering.

Distributed by:

WASTEQUIP®

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HEIL

WE NEVER STOP WORKING FOR YOU

LowRider

Optimized Weight, Low-Profile Front End Loader



HALF/PACK LOW RIDER®

Environmental Solutions Group®

Choose the industry leader in safety, productivity and lowest total cost of collection.

www.Heil.com

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Heil LowRider

Productivity with a Low-Profile Attitude



The new Heil® Half/Pack® LowRider® body delivers both residential and commercial performance that will change the way fleet owners define productivity and safety.

Hitting the streets 12" lower than a standard front loader and tipping the scales at 4,150 lbs. less than our standard Half/Pack, fleet owners can service more customers and pack up to two tons more payload. Add in Lightning Cylinders and you have a 23% faster container dump cycle when compared to a non-Lightning equipped Heil front loader. Combine all of this with Odyssey® Controls and you have more uptime due to there not being any prox switches, cylinder cushions, air lines, or MAC valves.

The LowRider handles ANSI-compliant containers with ease, and with optional Heil Autonomous Lift Option (H.A.L.O.), operators have the confidence to be safe and productive on day one without the risk of windshield or cab damage. H.A.L.O. handles the complete container leveling and dump cycle with the push of a single button. For fleets with high turnover and drivers unfamiliar with a front loader, this is a game changer. For experienced operators, it's just easier and quicker than using manual controls.

When combined with The Curotto-Can, the LowRider becomes the most productive residential collection vehicle on the road. With eyes-forward, operators are safer, contamination is identified at the source and no carts are lost. With the Curotto-Can, fleet owners have the ability to handle take-all routes and won't need a second truck to handle bulk collection.

Delivering The Lowest Total Cost of Collection (TCC)

Lowest Total Cost of Collection (TCC)
The ultra-efficient LowRider provides unbeatable productivity to lower your TCC.

Can add up to:

$194,270 Savings

Over the lifetime of the truck

H.A.L.O. Controls
Newly updated controls reduce maintenance & training costs, all while increasing productivity.

Can add up to:

$48,140 Savings

Over the lifetime of the truck

Lightning Cylinder Package
Decreased cycle time increases productivity.

Can add up to:

$20,830 Savings

Over the lifetime of the truck

CNrG CNG Tailgate
Removable valve cover plates allow for quick and easy access, which reduces maintenance costs.

Can add up to:

$20,600 Savings

Over the lifetime of the truck

Lower Route Height
Lower on route height means less body damage. (One incident per route = $2,000 per truck per year)

Can add up to:

$30,000 Savings

Over the lifetime of the truck

Optimized Weight/ High-Compaction Body
4,150 lbs. lighter than typical front loaders.

Can add up to:

$74,700 Savings

Over the lifetime of the truck

Infinitely Customizable Configurations To Maximize YOUR Route Productivity



Available in 20 yard body configuration



Optional Curotto-Can® Residential Package



Available with commercial grabbers



Available with 5-axle configuration

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

Heil LowRider

Productivity with a Low-Profile Attitude

The LowRider has a full 12" lower working height than a standard front loader



LowRider Main Standard Features

+ **ODYSSEY CONTROLS** - Odyssey Controls feature a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. This results in increased productivity, reduced downtime, and lower operating costs.
+ **LESS TIME IN THE SHOP** - When you're stuck in the shop, you're not making money. The Half/Pack features our Service Smart design, which simplifies routine maintenance and helps keep you away from the shop and out servicing your customers.
+ **STREETWISE HYDRAULICS** - Our exclusive "clean front head" relocates the hydraulic body valve from the front head to under the side of the body. This design reduces the influence of engine heat on the hydraulic components, as well as improving access to the valve bodies. This also means improved safety and reliability, all while reducing downtime.
+ **ZINC-PLATED HYDRAULIC TUBES** - Use of zinc-plated hydraulic tubes reduces hydraulic leak-causing corrosion, lessening the frequency with which components need to be replaced over the life of the body. This reduces maintenance and downtime costs.
+ **LIGHTNING CYLINDERS** - Lightning Cylinder package lessens container dump times by up to five seconds per dump, which equals a productivity savings of **$2,083 per truck per year**.
+ **UPDATED INTEGRATED DISPLAY** - Standard 7" In-Sight Display provides real-time feedback, as well as optimal operator control. Operator can look to one place for all of the information they need on the body. Also, the In-Sight Display offers maintenance personnel advanced troubleshooting features. 3rd Eye® camera feeds are also integrated into the display, thus eliminating the need for a separate camera monitor, freeing up line of sight and cab space.
+ **ON-BOARD DIAGNOSTIC TOOLS** - Quickly and easily diagnose problems away from outside hazards and weather. On-board diagnostic tools make troubleshooting a breeze.
+ **ILLUMINATED PUSH BUTTON CONTROLS** - Easy to read and understand touch button body, packer, pump and lighting controls with indicator lights come standard.
+ **ALUMINUM CAB SHIELD & TOP DOOR** - Optimized weight aluminum cab shield with rigid steel frame and aluminum top door increases longevity, dependability and payload without sacrificing strength.
+ **FULLY-ENCLOSED FRONT HEAD** - Fully-enclosed up to 19" from the bottom of the hopper floor, to the bottom of the arc-sensor opening. This reduces the chance of waste water escaping from the body onto the chassis components.

LowRider Optional Features



OPTIONAL H.A.L.O. SEMI AUTOMATED CONTROLS

Single button operation eliminates multi-control movement, reducing driver input by 82%. Reduces training time, increases new driver productivity, and eliminates accidental unit/cab damage. (Available on commercial version only)

Monitor integrated into In-Sight Display



OPTIONAL 3RD EYE DIGITAL PACKAGES

Connect for service verification, body/chassis data, fuel tax reporting, and route management. Includes factory installed 3rd Eye Mobile, IRIS Collision Warning Radar, and the ability to connect up to six cameras with 1080p (FHD) resolution and 30FPS.



OPTIONAL CNRG TAILGATE

The lower profile, fully integrated, CNrG® tailgate fuel-delivery system will revolutionize the way you use CNG garbage trucks. Capable of holding up to six CNG tanks with a total capacity of 90 DGE.



HALF/PACK CYLINDERS WITH 8,000 LB CAPACITY

Optional higher lift capacity Half/Pack arm cylinders allow you to take on even the toughest commercial routes.

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Heil LowRider

Productivity with a Low-Profile Attitude

Heil LowRider Specifications

HEIL HALF/PACK LOWRIDER		
Body Capacity (YD^3)		20, 23, 28
Hopper Capacity (YD^3)		10
Gross Capacity (YD^3)		30, 33, 38
Gross Weight (Approximate)		15,350 lbs.
Overall Length (With arms down and forks up)		365", 377", 409"
Overall Width		96"
Overall Height	Arms Up	120"
	Arms Down	97"
Hopper Opening		83" X 95"
Compaction Rate		117,000 lbs.



The LowRider provides haulers with the lower height of an ASL and all the benefits of an AFL

Lower Height = Less Damage

LowRider AFLs are ideal for residential routes with overhead obstructions such as utility lines, established trees, etc., providing the lower body height of an ASL with the unmatched low Curotto-Can dump height.

Increased Productivity/Payload

LowRider comes standard with the Lightning Cylinder package, reducing dump cycle time by 5 seconds. Optimized-weight body allows for greater payload and less chassis component wear (brakes, tires, etc.)



SEE HOW THE LOWRIDER COMPARES	Standard AFL	Standard ASL	LowRider AFL
Working Height*	12' 8"	11' 8"	11' 8"
Travel Height*	13' 6"	11' 8"	13' 6"
Cart Dump Height*	9' 6"	9' 6"	9' 6"
STD Body Weight (With Curotto-Can) (lb)	21,250	16,700	17,220
54,000 lb. GVRW Payload (lb)**	14,750	19,300	18,780
On Route Time Savings per year VS ASL (h)***	210	N/A	240

Assumptions: *45" Chassis Rail Height **18,000lb Chassis Weight ***Based on 1,000 Cart/Day Example

Please Note: All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.

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Body Specifications



Hydraulic Specifications - Odyssey Controls (Electric/Hydraulic)

Pump	**Type**	Load Sensing HAWE Piston Pump
	Maximum Operating Pressure	2,500
	Working engine RPM (Throttle Advance)	1,250 RPM & 116% PTO
	Flow at Working RPM	50 GPM
Oil Reservoir	**Tank Capacity**	51 gal
	Filters	3 micron return filter with in-cab monitor, 100 mesh reusable suction screen
Valves	**Body Valve Type**	Electric over hydraulic manifold, Multi-section stack valve combination, 50 GPM @ 2,500 psi relief valve to prevent overload damage
	Tailgate Valve Type	Electric over hydraulic manifold, Multi-section stack valve combination, 13 GPM @ 2,500 psi relief valve to prevent overload damage

Body Specifications

Body Capacity		yd^3	**20**	**23**	**28**
Hopper Capacity		yd^3	10	10	10
Gross Capacity		yd^3	30	33	38
Gross Weight (approx.)		lbs.	13,750	13,950	15,350
% Lighter Than Standard 28 Yd. Half/Pack			29%	28%	25%
Overall Length (Arms down, forks fully tucked)		in.	371	390	422
Overall Width		in.	96		
Overall Height	**Arms Down**	in.	97		
	Arms Up	in.	120		
Hopper Opening		in.	83" x 95"		
Body Drain Standard			Yes		

Performance Specifications - Odyssey Controls (Electric/Hydraulic)

Compaction Force		lbs.	117,000
Arm Cycle Time	**Up**	seconds	idle: 9-11 / 1,200 RPM: 5-6
	Complete	seconds	idle: 18-21 / 1,200 RPM: 11-14
Packer Cycle Time		seconds	18-22
Arm Lifting Capacity		lbs.	5,500 (8,000 optional)
Clearance-Stop-Tail-Back-Up-Lamp			FMVSS 108

Please Note: All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment. © Copyright 2024 Heil Environmental, Inc. All rights reserved.

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HEIL

WE NEVER STOP WORKING FOR YOU

LowRider

Optimized Weight, Low-Profile Front End Loader

Sourcewell
Awarded Contract
Contract # 110223-THC

EXPEDITE THE PURCHASE OF YOUR HEIL UNIT THROUGH SOURCEWELL

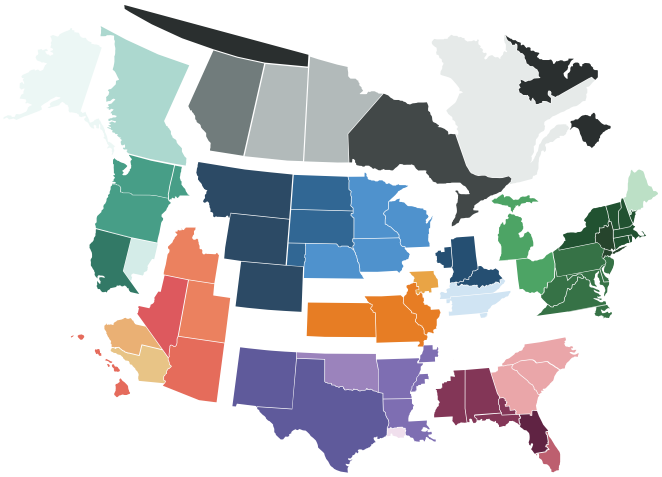
Sourcewell Cooperative Purchasing Program has awarded Heil a nationally bid contract for "Solid Waste and Recycling Collection Equipment with Related Equipment, Accessories, and Supplies." Through the Heil contract, Sourcewell members can purchase any of the Heil line of refuse and recycling equipment, including front-loading, side-loading, and rear-loading refuse collection vehicles, without having to create an RFP and send the project through a time-consuming duplicate bid process. By using the existing nationally bid contract, members can receive the products they need more quickly and cost effectively. Best of all, Sourcewell membership is free! Qualified agencies can join online via the Sourcewell purchasing website at www.sourcewell-mn.gov. To find out more about purchasing Heil equipment via the Sourcewell contract, please contact your local Heil Dealer at **www.heil.com/dealers**.

PARTS CENTRAL

TRUST HEIL CERTIFIED OEM PARTS

Heil Certified OEM parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the bodies. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last - minimizing costly downtime. For more information on parts, contact your Heil dealer. Visit: **www.heil.com/dealers** to find the dealer nearest you.

HEIL Dealer Network | Parts Central | Service Shack | READY TRUCK | Nexteligence



RELY ON EXPERIENCED LOCAL SUPPORT

When you buy from Heil, you gain the aftermarket support of the industry's strongest network of dealers in North America. We stand behind our dealers, so you get the product support you need for the life of your products. Our dealers are also trained to help you find the best product for your particular route needs. To find the Heil dealer nearest you, visit: **www.heil.com/dealers**.

Connected Collections

All Heil products are Connected Collections® ready. This is part of our vision, focused on helping fleet owners make better decisions, faster. For more information on ESG's Connected Collections, contact your local Heil dealer or visit us online at **www.heil.com/connected-collections**

www.heil.com

COUNT ON THE LOWEST TCC

Helping you save money is our passion, and we apply tremendous resources to advance our product and service offerings to improve the profitability of your business and provide the lowest Total Cost of Collection and the maximum return on your investment. You can be confident that choosing Heil equipment brings a long-term partnership with the industry leader.

CONFIGURATION ASSISTANCE

Chassis layout drawings are available through your local Heil dealer. To find your dealer, visit **www. heil.com/dealers.**

HEIL SERVICE SHACK®

Nexteligence® Connected-Tech Training

INDUSTRY-LEADING TRAINING

Heil has completely revamped their training programs with the addition of both the Heil Service Shack® and our four-tiered Nexteligence® Connected-Tech Training Program. Now, customers can visit the Heil Service Shack on the Heil website to learn the latest techniques and view helpful service and training videos any time, as well as sign up for Connected-Tech courses to better train technicians on Heil Refuse Products. Ensure your shops are servicing your Heil products correctly; check out the Heil training offerings at **www.heil.com/nexteligence**.

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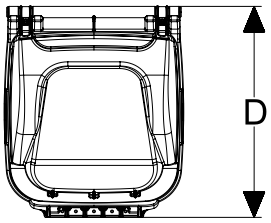
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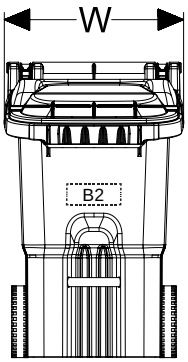
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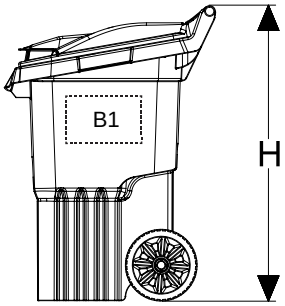
80 Liter Roll Out Cart



vision.







Specifications	IN/LB	CM/KG
Capacity (Gallons / Liters)	21.1 Gal	80 L
Overall Depth (D)	22.7	57.7
Overall Width (W)	19.2	48.8
Overall Height with Lid (H)	32.5	82.6
Assembled Weight	20.5	9.3
53' Trailer Quantity	875	

Decoration Areas	WIDTH (IN)	HEIGHT (IN)
Side Brand - Hot Stamp (B1)	10.0	6.0
Barcode & Serial Number (B2)	9.75	1.25

Features & Benefits

- Proven to withstand the rigors of today's household refuse, recyclables and organics collection programs; Backed by 10 year non-prorated warranty
- Constructed of high quality, resilient UV-Stabilized HDPE; Ability to include Post-Consumer Recycled (PCR) material to support your sustainability goals; Available in a wide range of colors
- Continuous one-piece handle provides strong gripping area designed to provide optimum control of a fully loaded cart while the wide wheelbase is designed for easy maneuvering
- Designed for the urban environment with smaller property parcels in which residents dispose of less and have a much smaller footprint to accommodate for the lack of yard/storage space
- Lid is of one-piece construction with a lid handle throughout the front of the lid
- Carts are shipped with lids already attached reducing assembly time
- One piece blow-molded wheels snap on (BMSO) with integrated spacers, taking seconds to assemble
- Permanently imprint cart bodies and/or lids with customized Hot Stamp Branding of Logos and Recycling Slogans; Multi-Colored In Mold Labels (IML's) are also available
- Barcode & Serial Number imprinted to facilitate A&D distribution and manual inventory control and work order tracking
- RFID Tag Enabled option provides innovative asset and participation tracking programs powered by RVision
- Many additional services and technology offerings available and powered by RVision to improve capital utilization, enhance customer experience and prevent capital and revenue losses
- Additional Cart Options: Lid cut outs or vents, locking options, and lid stops

Corporate Headquarters
4010 East 26th St., Los Angeles, CA 90058
(800) 421-6244 • (323) 262-5145

Locations
Los Angeles, CA • Orlando, FL • Atlanta, GA • De Soto, KS
Erie, PA • Dallas, TX • Kenosha, WI • Quebec, Canada
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Rehrig Pacific Company SINCE 1913

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

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Q SERIES ROLLOUT CART

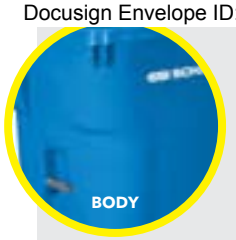
Delivering both Quality and Quantity in every truckload.
Get the industry-leading truckload capacity you want with the product integrity you've come to trust. The Q Cart from SSI SCHAEFER delivers the quality that your customers expect, while offering municipalities and haulers more carts in every truckload.

schaeferwaste.com



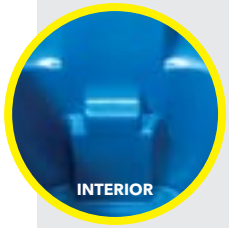
SSI SCHÄFER

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BODY / BAR

- Non-slip, textured finish on corners for grabber traction
- Injection molded for maximum strength and durability
- One-piece high-density polyethylene (HDPE) construction
- Built-in flexibility
- Reinforced wall thickness in critical wear areas
- Externally housed lift bar for water-tight leak-proof body
- Rotating retention bar for less stress on cart body





UPPER ATTACHMENT

- Integrated, reinforced upper attachment for semi-automated lifters
- Highly durable, in-molded bar supports
- Meets all ANSI standards



LIDS / HANDLES

- Solid lid axle with a robust 3-point attachment
- Overlapping lid design with integral moisture barrier lip
- Inside dripping rim to seal in odors
- 270° lid opening
- Ergonomically designed hand grips for easy push and pull motion
- Smooth surface with no protrusions
- Two ergonomic lift handles for easy opening



WHEELS & AXLES

- 3/4" solid axle of tempered, rolled, and Zinc Chromate steel
- Quick release durable HDPE wheel for ease of disassembly and easy rolling motion
- Lubricated maintenance-free bearings
- Rubber wheels optional



BOTTOM

- Angled bottom for easy tilting
- Dual 3/8" wear strip for longer life



OUTSIDE DIMENSIONS

Order #	1 TOTAL HEIGHT	2 BODY HEIGHT	3 WIDTH	4 DEPTH	5 WHEEL DIAMETER	LOAD RATING ↓	TRUCKLOAD QUANTITY
USD 26Q	36.4	35.8	19.8	26.0	8	91 lbs.	1,144
USD 35Q	36.5	36.0	19.7	26.3	8	126 lbs.	1,456
USD 65M	41.5	39.1	24.4	27.5	10	230 lbs.	847
USD 95Q	43.2	41.8	28.0	32.1	10 or 12	333 lbs.	793

ANSI Z245.30 and ANSI Z245.60 Approved. ISO 9001 Certified. Truckload quantity based on 53' trailer. Measurements in inches.

INJECTION MOLDED MANUFACTURING, MANAGED ASSEMBLY & DISTRIBUTION, AND SERVICE VERIFICATION

COLORS, MARKINGS, & OPTIONS

- Available in an array of standard colors. Custom colors available upon request with minimum quantities.
- Smooth surface for hot stamping on lid and body
- Customizable in-mold labeling (IML) on lid

BLUE CL.BLU.1
NAVY CL.NVY.1
GREEN CL.GRN.1
DARK GREEN CL.DGN.1
BROWN CL.BRN.1
DARK BROWN CL.DBN.1
GRAY CL.GRY.1
BLACK CL.BLK.2

MANUFACTURING LOCATIONS

- Charlotte, North Carolina
- Lodi, California

Proud supporters of:

National Waste & Recycling Association
Environmental Research & Education Foundation

www.schaeferwaste.com

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WOLVERINE™

SERIES



SMALL, BUT MIGHTY

The New Way® Wolverine™ is the latest innovation from New Way Trucks and joins the largest and most diverse family of refuse products in the solid waste industry. The Wolverine has all the great features of its big brother the New Way Sidewinder™, just in a smaller package.

Although the Wolverine is a full-fledged collection vehicle, it is available in an under-CDL package, making finding and training new drivers so much easier. Your new drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle, and eventually graduate to a full-size unit bringing those skills forward to a larger yet still familiar vehicle.

The New Way Sidewinder is the best-selling Class 8 automated side loader in the industry. It's just a matter of time before the Wolverine is the best-selling Class 6.

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WOLVERINE™





GENERAL SPECIFICATIONS

Model	10W	12W	14W
Body Capacity	10 yd³	12 yd³	14 yd³
Hopper Capacity	3.3 yd³	3.3 yd³	3.3 yd³
Body Width (A)	96"	96"	96"
Body Height (B)	90.5"	90.5"	90.5"
Body Length (C)	160.5"	173"	183.25"

MINIMUM CHASSIS SPECIFICATIONS

**Minimum GVWR	26,000 lbs	26,000 lbs	27,500 lbs

BODY CONSTRUCTION

Roof	12 gauge 80K
Sides	12 gauge 80K
Packer Ram	3/16" AR450
Body Floor	3/16" AR235
Tailgate	12 gauge 80K
Hopper Floor	3/16" AR235
Ram Guide	1/4" 50K formed tracks 1/4" AR450 wear strips

PACKER SPECIFICATIONS

Hopper Capacity	3.3 yd³
Packer Swept Volume	1.1 yd³
Packer Cycle Time	10-12 secs.
Min. Material Displacement Rate	4.5 yd³/min.
Packer Dimensions	13" x 70"

Body construction and packer specs subject to change as product design develops.

HYDRAULIC SYSTEMS

Oil Reservoir	46 gal
Oil Flow Rate: Body	30 gpm @ 1,200 rpm
Oil Flow Rate: Arm	30 gpm @ 1,200 rpm
Body Pressure Relief	3,000 psi
Arm Pressure Relief	3,000 psi
Over Speed Protection	1,500 rpm
Hydraulic Tank Breather Element	10 micron
Hydraulic Hoses	4-to-1 burst
Return Line Filter	10 micron absolute
Suction Line Strainer	100 mesh

*** Minimum Cummins L9 (or equal) engine and 3,000 series transmission required.

ARM SPECIFICATIONS

Lifting Capacity at Max. Reach	500 lbs
Arm Cycle Time	8-10 secs.
Cart Capacity Able to Handle	36-110 gal
Arm Extension	9'
Min. Gripping Force	1,800 psi
Max. Operating Pressure	2,500 psi

* Approximate body weight empty and exclusive of options

** Any chassis sent to Scranton Manufacturing with less than the minimum guideline requirements will not be mounted. (Chassis must be capable of carrying the net weight of the body plus the weight of the refuse collected.)

STANDARD EQUIPMENT

- Multi-cycle packer
- Hopper and backup cameras
- Imron elite productive paint
- High-grade hydraulic fluid
- Smooth body sidewall design
- Fully-automatic tailgate latches
- In-cab arm & tailgate controls
- Tapered body design
- Rounded & sealed tailgate
- Double-acting tailgate cylinders
- Fully-enclosed hopper sides
- Back up & license plate lights
- Back up alarm
- Arm not stowed warning light & buzzer
- ANSI Z245.1 compliant
- Body & hydraulic 1 year warranties
- LED safety lights & reflectors
- Electric proportional arm control
- Hopper rake teeth
- Partially covered hopper roof
- Hydraulic hopper cover

OPTIONAL EQUIPMENT

- Available in fully and semi-automated configurations

AUTHORIZED NEW WAY DISTRIBUTOR

CNG AVAILABLE ON MOST MODELS

Proudly USA Made

Sourcewell Formerly NJPA
Awarded Contract
Contract # 110223-NWY

NEW WAY® Driving The Difference.®

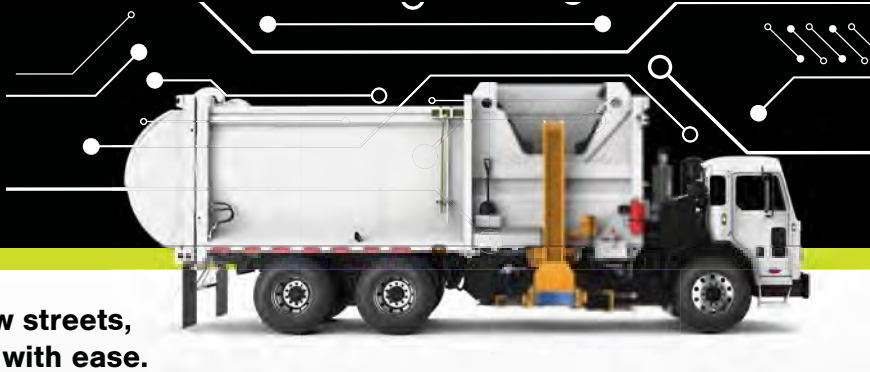
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McNeilus

ZERO RADIUS™ SIDE LOADER



The ultimate in accessibility. Navigate narrow streets, tight alleyways and low clearance obstacles with ease.

- Fast pack cycle and industry leading hopper capacity.
- Load-sense hydraulics offer fuel cost savings, and electronic proportional controls offer smooth operate-at-idle capability.
- Arm's grabber assembly picks up cans from 30 to 110 gallons, plus an optional 12-foot reach makes it easy to navigate route obstacles.
- Full-eject body helps manage chassis wear and simplifies operations.
- Excalibre™ cylinders feature a tool steel shaver, field-proven seals and nitrided rods that drastically reduce hydraulic contamination.
- McNeilus CODE™ system provides simplified CAN-based controls with superior diagnostics and troubleshooting at your fingertips.

PERFORMANCE SPECIFICATIONS (in seconds)*

WORKING RPM @ IDLE	
Arm Out	2-1/2 (6 ft only, not 12 ft arm)
Arm In	2-1/2 (6 ft only, not 12 ft arm)
Arm Up	3
Arm Down	3
Grabber Open	1-1/2
Grabber Closed	1-1/2
Pack Cycle	16 (+/- 10%)
Ejector Extend (to end of body)	27
Ejector Retract (to home position)	13
Top Door Up	1-1/2
Top Door Down	1-1/2
Tailgate Open	16
Tailgate Closed	18

*Cycle times may vary slightly

ARM ASSEMBLY

Arm Construction Tube	Grade 500B tube
Arm Style	Zero Radius (ZR)—ideal for demanding residential routes riddled with tight spaces and tough obstacles
Arm Lifting Capacity = 550 lb	
Arm Reach = 6 ft (standard), 12 ft (optional)	

HOPPER SPECIFICATIONS

Hopper Capacity (w/top door down)	4.8 useable cubic yards
Hopper Walls	3/16 in. AR450
Hopper Floor	1/4 in. AR450

PACKER/EJECTOR SPECIFICATIONS

Lower Packing Face	1/4 in. AR200
Packing Panel Follower	10-gauge grade 50 high-strength steel
Track and Wear Strips	Chromium carbide X-Wear

BODY SPECIFICATIONS

(Standard -more options available)*

*Body Floor	3/16 in. AR200
*Body Walls	AR450 and AR200

TAILGATE SPECIFICATIONS

*Tailgate Side Walls	1/8 in. AR200
*Tailgate Rear Wall	1/8 in. AR500
Seven-Point Automatic Locking Tailgate	

OPERATIONS

McNeilus CODE™ simplified CAN-based controls offer reliable technology and features (vehicle status messages, pre-trip reminders and much more!)

Electronic proportional controls

HYDRAULICS

Pump	Piston type: load sense, PTO-mounted
Control Valves	Proportional electric/hydraulic
Oil Reservoir Capacity	50 gallon
Return Filter	5 micron-in tank
Suction Strainer	40 mesh stainless steel

CYLINDERS

Ejector Cylinder	Multistage Excalibre™ nitrided rods

PAINTING

Packer and components steel shot blasted, then primed and painted separately to provide complete top coat coverage to all areas

Finish: PPG high-performance, high solids acrylic urethane topcoat

McNEILUS WARRANTIES

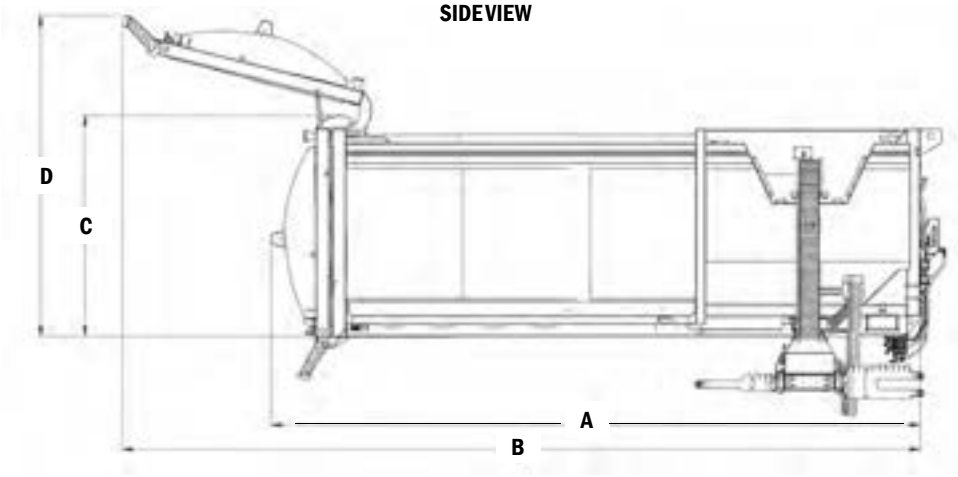
Contact your McNeilus representative on warranty details.
For more information, go to www.McNeilusGarbageTrucks.com

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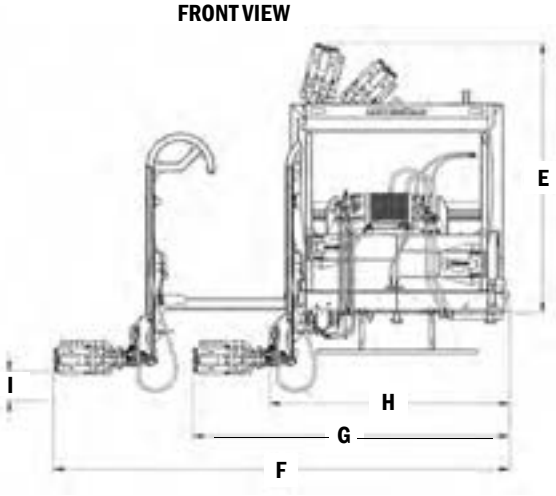
ZERO RADIUS™ SIDE LOADER

- High quality abrasion-resistant steel in all high-wear areas for outstanding strength and durability.
- McNeilus CNG Systems and Service offers compressed natural gas systems in a variety of configurations and capacities for the Zero Radius Side Loader.
- McNeilus partners with top equipment dealers across North America to provide best-in-class support and access to service and parts close to home.
- Proudly made in the USA.

SIDE VIEW



FRONT VIEW



DIMENSIONS

DESCRIPTION	22 YD³ (16.8 M³)		24 YD³ (18.4 M³)		26 YD³ (19.9 M³)		27 YD³ (20.6 M³)		28 YD³ (21.4 M³)		31 YD³ (23.7 M³)	
(A) Body Length: Tailgate Closed	240 in.	6096 mm	260 in.	6604 mm	280 in.	7712 mm	294 in.	7468 mm	300 in.	7620 mm	314 in.	7976 mm
(B) Body Length: Tailgate Open	307 in.	7798 mm	307 in.	7798 mm	347 in.	8814 mm	361 in.	9169 mm	347 in.	8814 mm	361 in.	9169 mm
(C) Height: Tailgate Closed	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm	101 in.	2553 mm
(D) Height: Tailgate Open	145 in.	3683 mm	163 in.	4128 mm	145 in.	3683 mm	145 in.	3683 mm	163 in.	4128 mm	163 in.	4128 mm
(E) Max Height When Dumping	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm	122 in.	3099 mm
(F) Body Width: Arm Out, Grabber Closed *6 ft Reach (12 ft Reach)*	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)	206 in. (269 in.)	5232 mm (6833 mm)
(G) Body Width: Arm In, Grabber Closed	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm	143 in.	3620 mm
(H) Body Width: Arm In, Grbr Open	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm	115 in.	2921 mm
(I) Grabber Height from Ground**	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm	12 in.	305 mm

**Dimension based on 40-inch chassis frame rail height. Actual dimension will vary depending on chassis measurement.

Note: Dimensions will change with roof/tailgate mounted CNG options.

STREET SMART PARTS™

We offer a complete line of aftermarket parts and services to fit all makes and models. View and purchase at www.StreetSmartParts.com or call 888.686.7278.

McNeilus®

Learn more at www.McNeilusGarbageTrucks.com | StreetSmartParts.com

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EXHIBIT P:
LOAD CLASSIFICATION

In accordance with Section 5.2.A, prior to the Commencement Date, the Contractor shall develop a Load Classification Plan and secure written approval from the Authority on the Load Classification Plan, which will be attached as Exhibit P.

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EXHIBIT Q:
ALLOCATION METHODOLOGY

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EXHIBIT Q:
ALLOCATION METHODOLOGY

A. General.

For the purposes of calculating Member Agency allocations by material type and Sector to the Designated Facility, the Contractor shall use a subscribed volume for each Route and use the resultant percentages to allocate Tons Delivered to each Designated Facility. For all Single-Family, Commercial, and Multi-Family Routes, the methodology described below will be used to allocate Tons, whether or not the Routes cross jurisdictional boundaries. Such methodology shall be used on a monthly basis to allocate Tons Delivered to each of the Designated Facilities.

Roll-off Route Tonnages do not need to be allocated based on lifts or volume because Roll-off vehicles only Collect from one (1) Customer at a time. Each individual Load receives its own weight ticket from the Designated Facility, which shall directly allocate one hundred percent (100%) to the Member Agency and Sector assigned to that Customer account.

B. Data Collection and Entry.

The Contractor's Collection vehicles shall receive a weight ticket from each Designated Facility after Delivering each Load of Franchised Materials. Each weight ticket from each Designated Facility shall include, at a minimum, the same information as required by Exhibit D, Subsection A.1.a.i for inbound weight tickets. This information shall be entered by the Contractor into its RISE / InfoPro software program each Day. The Authority shall direct each Designated Facility to provide, and the Contractor shall receive, a daily report from the previous Day's Delivered Franchised Materials, which the Contractor shall use to confirm and balance the daily Tonnage logged in the RISE / InfoPro software program from the previous Day. In the event the Contractor needs to report corrections or updates to the Designated Facility, the Contractor shall notify the operator of the Designated Facility within fourteen (14) Business Days of receiving the report from the Designated Facility.

C. Monthly Allocation Methodology.

Monthly, the Contractor shall conduct the following:

1. Run a 'Service History Report' from the RISE / InfoPro software program that includes the following data for each type of Franchised Material: (i) the total number of lifts per Route; (ii) volume per Container; (iii) Member Agency; and, (iv) Sector assigned for each lift, based on the Customer account contract group.
2. Use the data from the 'Service History Report' to calculate the volume of each type of Franchised Material per Route by calculating the total volume for each Route on each Day, and allocating the volume (as a percent) to each Member Agency and Sector that is serviced by that Route and Day ("Subscribed Volume"). Routes that are run entirely within one (1) Member Agency shall still be subject to this process and reviewed in order for the Contractor to report Tonnage based on Sector within that Member Agency.
3. Apply the calculated Subscribed Volume to each Route's corresponding weight tickets for the previous calendar month to determine each Member Agency's allocated weight in Tons.

Docusign Envelope ID: 5E631951-5810-4EEC-ACDC-A98371B2B236

D. Report Preparation and Submittal.

The Contractor shall use the RISE / InfoPro software program data to provide monthly Tonnage reports, which shall be submitted to the Authority. The Contractor shall also submit the Tonnage allocation information by material type in an Excel spreadsheet, including the totals by Member Agency and Sector, to the Authority monthly. Monthly Tonnage reports shall, by the last Day of the following month, be submitted to the Designated Facility(ies), so the Designated Facility(ies) can accurately bill the Authority for Tons Delivered by the Contractor under this Agreement and report Residue to the Authority and RDRS.

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EXHIBIT R:
DISASTER RESPONSE PLAN

In accordance with Section 7.3, prior to the Commencement Date, the Contractor shall develop a Disaster Response Plan and secure written approval from the Authority on the Disaster Response Plan, which will be attached as Exhibit R.

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