

Franchise Agreement for
Solid Waste Collection and
Diversion Services
Between the City of
Emeryville and Waste
Management of Alameda
County (WMAC)

Effective February 1, 2011

RESOLUTION NO. 10-204

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EMERYVILLE APPROVING
A FRANCHISE AGREEMENT WITH WASTE MANAGEMENT OF ALAMEDA COUNTY
(WMAC) FOR SOLID WASTE COLLECTION AND DIVERSION SERVICES FOR THE
TERM STARTING FEBRUARY 1,2011 AND ENDING DECEMBER 31,2020

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

WHEREAS, in the opinion of the City Council, the public health, safety and well-being require that the collection, transportation, recycling, composting and/or disposal of solid waste, including, but not limited to, the frequency and means of such collection, transportation, recycling, composting and/or disposal, and the charges and fees therefore, be provided by contract; and

WHEREAS, Waste Management of Alameda County (WMAC) is currently providing exclusive garbage collection and disposal services to residents and businesses as well as non-exclusive recycling, organics collection and diversion services to residents and businesses in the City pursuant to written agreement (including amendments) dated August 6, 2002 (Resolution No. 02-120) March 1, 1996 (Resolution No. 96-43), and December 21, 2004 (Resolution No. 04-214); and extended under the terms of the agreement until March 1,2011; and

WHEREAS, in April 2010, the City Council directed staff to develop a proposed new solid waste franchise agreements with WMAC to provide exclusive solid waste collection and diversion services with exemptions as provided under the proposed agreement and a separate agreement for landfill disposal services, based upon proposals submitted by WMAC, reviewed by staff and approved in concept by the City Council; and

WHEREAS, the proposed new solid waste collection franchise agreements are designed to address the City's stated priorities of providing additional services to the community and meeting sustainability/waste diversion goals while maintaining solid waste management fees at rates lower than surrounding communities; and

WHEREAS, WMAC has agreed to the terms of the proposed new solid waste collection and diversion franchise agreement; and

WHEREAS, the public interest will be served by entering into this agreement, now, be it



RESOLVED that the City Council of the City of Emeryville hereby approves the attached "Franchise Agreement for Solid Waste Collection and Diversion Services Between the City of Emeryville and Waste Management of Alameda County" for the term starting February 1, 2011 and ending December 31, 2020.

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, December 21, 2010 by the following vote:

AYES: (4) Mayor Davis. Vice Mayor West and Council Members Bukowski & Brinkman


NOES: (0) None

ABSENT: None

EXCUSED: (1) Council Member Atkin

ABSTAINED: None

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY


MAYOR



Collection Service Agreement

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Collection Service Agreement

CITY OF EMERYVILLE

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into as of this first day of February 1, 2011, by and between the City of Emeryville, a municipal corporation ("CITY") and Waste Management of Alameda County, Inc., a California corporation ("CONTRACTOR").

RECITALS

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

WHEREAS; the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the Act, directed the responsible State agency, and all local agencies, to promote disposal site diversion and to maximize the use of feasible Solid Waste reduction, re-use, recycling, and composting options in order to reduce the amount of Solid Waste that must be disposed of in disposal sites;

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

WHEREAS; the City of Emeryville adopted a new General Plan in October of 2009 which included a Sustainability Element with environmental goals, objectives and policies and which incorporated the City's Climate Action Plan which was adopted in November of 2008 with the goal of reducing greenhouse gas emissions in the City by twenty-five (25) percent over 2004 levels by 2020 and reducing the tons of waste sent to the landfill by fifty (50) percent over 2004 levels by 2020."

WHEREAS; pursuant to California Public Resources Code Section 40059(a) as may be amended from time to time, the CITY has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified CONTRACTOR to provide for the Collection of Solid Waste, Recyclables, and Compostable Materials, except for Collection of materials excluded herein, and other services related to meeting the Act's 50% Diversion goal and other requirements of the Act;

WHEREAS; the CITY further declares its intent to regulate CONTRACTOR'S compensation and set the rates CONTRACTOR will charge customers for the Collection, transportation, processing, recycling, composting, and/or disposal of Solid Waste, Recyclables, Compostable Materials;

WHEREAS; the City Council has determined that CONTRACTOR, by demonstrated experience, reputation and capacity, is qualified to provide for the Collection of Solid Waste, Recyclables, and Compostable Materials within the corporate limits of the CITY, the

transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and the City Council desires that CONTRACTOR be engaged to perform such services on the basis set forth in this Agreement;

WHEREAS; the CONTRACTOR, through its proposal to the CITY, has proposed and represented that it has the experience, the ability and capacity to provide for the Collection of Solid Waste, Recyclables, and Compostable Materials within the corporate limits of the CITY; the transportation of such material to appropriate places for processing, recycling, composting and/or disposal; and the processing of materials at the rates provided for herein; and

WHEREAS, this Agreement has been developed by and is satisfactory to the CITY and the CONTRACTOR.

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

ARTICLE 1. Definitions

For the purpose of this Collection Service Agreement, hereinafter referred to as "Agreement", the definitions contained in this Article shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.01 AB 939. The California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.), as it may be amended from time to time.

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

1.03 Agreement Year. During 2011 an eleven (11) month period beginning February 1, 2011 and ending December 31, 2011, thereafter a twelve (12) month period beginning on January 1st and ending on December 31st.

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

1.05 Backyard Service. The Collection of Discarded Material from any physical location on the Customer's property that is not "curbside."

1.06 Bag-it Bags. A plastic bag approved by CITY and provided by the CONTRACTOR or CITY which may be purchased by residents for the Collection of Solid Waste overages.

1.07 Bin. A Container, with a capacity of at least one (1) cubic yard designed or intended to be mechanically dumped into a loader packer type truck. Bins may also include Compactors that are owned by the MFD or Commercial Customer wherein the MFD or Commercial Collection Service occurs.

12/06/10

83 1.08 Bulky Goods. Materials, such as large and small household appliances
84 (including refrigerators), furniture, carpets, mattresses, White Goods, clothing, un-mounted
85 tires, and oversized Compostable Materials such as tree trimmings and large branches, and
86 similar large items which are attributed to the normal activities of a SFD, MFD, or CITY
87 Customer. Bulky Goods may also include E-Waste and U-Waste to the extent agreed to
88 between CONTRACTOR and CITY. Bulky Goods must be generated by the Customer and at
89 the service address wherein the Bulky Goods are Collected. Limitations to the size and weight
90 of Bulky Goods, the number of specific Bulky Goods which may be set out and the manner in
91 which Bulky Goods are to be set out for Collection shall be as agreed upon between CITY and
92 CONTRACTOR. Bulky Goods do not include items herein defined as Unacceptable Waste or
93 Construction and Demolition Debris.

94 1.09 Cart. A heavy plastic receptacle with a rated capacity of approximately ten (10),
95 twenty (20), thirty two (32), sixty four (64) or ninety-six (96) gallons, having, except for the ten
96 (10) gallon Cart, a hinged tight-fitting lid, and two (2) wheels, that is approved by CITY and is
97 labeled as designated by CITY.

98 1.10 CITY. The City of Emeryville and all the territory lying within its boundaries as
99 presently existing or as such boundaries may be modified during the term of this Agreement.

100 1.11 CITY Council. The City Council of the City of Emeryville.

101 1.12 CITY Clean-up Service. The Collection of Solid Waste, Compostable Material,
102 Recyclables, or Bulky Goods by CONTRACTOR resulting from written or verbal requests from
103 CITY for temporary clean-up of Solid Waste, Compostable Material, Recyclables, or Bulky
104 Goods and the transport and delivery of the Collected materials to the appropriate facilities.
105 Such service shall include the provision of Roll-Off Boxes and Carts by CONTRACTOR and
106 shall be limited to the equivalent of five hundred (500) cubic yards in any full or partial calendar
107 year.

108 1.13 CITY Collection Services. CITY Solid Waste Collection Service, CITY
109 Recyclables Collection Service, CITY Compostable Materials Collection Service, CITY Clean-up
110 Services, CITY Container Services, and CITY Special Event Services.

111 1.14 CITY Compostable Materials Collection Service. The Collection of Compostable
112 Materials from CITY Facilities in the Service Area, the delivery of the Compostable Material to a
113 Composting Facility and the processing, and marketing of the Compostable Material.

114 1.15 CITY Container Service. The Collection of Solid Waste and Recyclables from
115 public Containers within the Service Area and the transport and delivery of the Collected
116 materials to the appropriate facility.

117 1.16 CITY Recyclables Collection Service. The Collection of Recyclables from CITY
118 Facilities in the Service Area, the delivery of the Recyclables to a Recyclables Processing
119 Facility, and the processing and marketing of the Recyclables.

120 1.17 CITY Facilities. Any building, structure, yard, park, or any other facility owned,
121 leased, or operated by CITY as currently set forth in Exhibit 5 or as such Exhibit may be
122 amended by CITY for time to time.

1.18 CITY Solid Waste Collection Service. The Collection of Solid Waste from CITY Facilities in the Service Area and the delivery of the Solid Waste to the Transfer Station.

1.19 CITY Special Event Collection Service. The Collection of Solid Waste, Recyclables and other materials as appropriate at CITY-sponsored special events.

1.20 Collect/Collection. To pick up, transport, and remove Discarded Materials.

1.21 Collection Services. SFD Collection Services, MFD Collection Services, Commercial Collection Services, CITY Collection Services and Construction and Demolition Debris Services.

1.22 Commercial. A commercial establishment and/or industrial facility including, but not limited to, Small Business, governmental, religious, and, those educational facilities set forth in Exhibit 6 to this Agreement.

1.23 Commercial Collection Services. Commercial Solid Waste Collection Service, Commercial Recyclables Collection Service and Commercial Compostable Collection Service.

1.24 Commercial Compostable Materials Collection Service. The Collection of Compostable Materials from Commercial Customers in the Service Area, the delivery of the Compostable Materials to the Composting Facility and the processing and marketing of the Compostable Material.

1.25 Commercial Solid Waste Collection Service. The Collection of Solid Waste from Commercial Customers in the Service Area and the delivery of the Solid Waste to the Transfer Station.

1.26 Commercial Recyclables Collection Service. The Collection of Recyclables from Commercial Customers in the Service Area participating in the recycling program, the delivery of the Recyclables to a Recyclables Processing Facility, and the processing and marketing of the Recyclables.

1.27 Compactor. Any Container which has compaction mechanisms whether stationary or mobile, used or unused, operable or inoperable, all inclusive.

1.28 Compostable Materials. Organics, and Yard Waste, which are segregated from Solid Waste at the source of generation by the Customer and set out for Collection.

1.29 Composting. The purposeful or engineered physical, chemical, and biological degradation of biodegradable Compostable Materials into mature compost as determined by standard laboratory analysis.

1.30 Composting Facility. Any facility in Alameda County designated by CITY, or if no facility is designated by CITY, any facility designated by CONTRACTOR and approved by the CITY for the receipt, processing and Composting of Compostable Materials Collected under this Agreement.

1.31 Construction and Demolition Debris. Discarded Materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any house, or residential property, commercial building, pavement, or other structure. Construction and Demolition Debris includes rocks, soils,

tree remains and other Yard Waste which results from land clearing or land development operations in preparation for construction but does not include Unacceptable Waste.

1.32 Construction and Demolition Debris Processing Facility. Any facility designated by CONTRACTOR and approved by the CITY for the receipt, storage, and processing of Construction and Demolition Debris.

1.33 Construction and Demolition Debris Service. The Collection of Construction and Demolition Debris from a Customer in the Service Area and the transportation and delivery of the Collected material to an approved Construction and Demolition Debris Processing Facility.

1.34 Covered Electronic Device or CEO. Discarded electronic devices that the California Department of Toxic Substances Control (DTSC) has determined to be a covered electronic device. CEDs include cathode ray tube (CRT) devices (including televisions and computer monitors); LCD desktop monitors; laptop computers with LCD displays; LCD televisions; plasma televisions; portable DVD players with LCD screens; and other electronic devices as may be added by the DTSC from time to time.

1.35 Container. A Bin, Cart, Roll-Off Box, Compactor, CITY litter receptacles or other item approved by CITY for use in containing materials set out for Collection under the terms of this Agreement.

1.36 Contract Administrator. The CITY Manager or his/her designee.

1.37 CONTRACTOR. Waste Management of Alameda County, Inc., a California Corporation.

1.38 CONTRACTOR'S Job Truck. A wheeled vehicle used by CONTRACTOR to Collect Bulky Goods or Construction and Demolition Debris.

1.39 Customer. A Generator of Solid Waste, Recyclables, Compostable Materials, Bulky Goods, Construction and Demolition Debris or other Disposed Materials within the CITY'S jurisdiction including homeowners, managers or owners or occupants of rental Single Family Dwellings or Multi-family Dwellings, and Commercial representatives.

1.40 Discarded Material. Solid Waste, Recyclables, Compostable Materials, Bulky Goods, Waste Oil, Waste Oil Filters, E-Waste, Universal Waste or Construction and Demolition Debris placed by a Generator in a Container and/or at a location that is designated for Collection pursuant to this Agreement.

1.41 Disposal. The final processing and disposition by the Disposal Contractor of Solid Waste Collected by CONTRACTOR under the terms of this Agreement.

1.42 Disposal Contractor. The entity who has obtained from the CITY an Agreement to provide Disposal Services.

1.43 Disposal Facility. The Altamont Landfill and Resource Recovery Facility located at 10840 Altamonte Pass Road, Livermore, California as designated by CITY pursuant to this Agreement.

1.44 Disposal Tons. The tons of Solid Waste reported to CITY, Alameda County Waste Management Authority, and the State of California as Solid Waste Disposed of and Collected within this Agreement by CONTRACTOR.

202 1.45 Dwelling Unit. Any individual living unit, including LiveWork, in a: Single Family
203 Dwelling or Multi-family Dwelling structure or building, a mobile home, or a motor home located
204 on a permanent site intended for, or capable of being utilized for, residential living other than a
205 hotel or motel.

206 1.46 E-Waste. Waste that is powered by batteries or electricity, such as computers,
207 telephones, answering machines, radios, stereo equipment, tape players/recorders,
208 phonographs, videocassette players/recorders, compact disc players/recorders, calculators and
209 other items also defined as CED's.

210 1.47 Fiscal Year. The twelve month period beginning July 1st and ending June 30th.

211 1.48 Fixed Body Vehicle. Any wheeled vehicle that does not rely on a Roll-Off Box or
212 other detachable Container to Collect, contain and transport material. Dump trucks shall be
213 considered Fixed Body Vehicles.

214 1.49 Force Majeure. Any acts of God, such as landslides, lightning, fires, storms,
215 floods, pestilence, freezing, and earthquakes; explosions, sabotage, civil disturbances, acts of a
216 public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain,
217 condemnation or other taking, or other events of a similar nature, not caused or maintained by
218 the CITY or CONTRACTOR, which event is not reasonably within the control of the party
219 claiming the excuse from its obligations due to such event, to the extent such event has a
220 significant and material adverse effect on the ability of a party to perform its obligations
221 thereunder. Force Majeure shall not include power outages, fuel shortages, strikes, work
222 stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by
223 the CONTRACTOR, CONTRACTOR'S employees or subcontractors. Force Majeure shall
224 include a change in law if such change in law prohibits a party's performance hereunder.
225 Notwithstanding the foregoing, (i) no event relating to the Disposal Facility or the delivery of
226 Solid Waste and/or materials to that facility shall constitute a Force Majeure under this
227 Agreement unless (and then only to the extent) that such event prevents the delivery of or
228 acceptance of Solid Waste to or by that facility; (ii) no failure of performance by any
229 subcontractor of the CONTRACTOR shall be a Force Majeure unless such failure was itself
230 caused by a Force Majeure; (iii) except as provided herein, no event which merely increases
231 CONTRACTOR'S cost of performance shall be a Force Majeure; and (iv) no event, the effects
232 of which could have been prevented by reasonable precautions, including compliance with
233 agreements and applicable laws, shall be a Force Majeure.

234 1.50 Guarantor. USA Waste of California, Inc. a Delaware Corporation.

235 1.51 Guaranty Agreement. The agreement contained in Exhibit 3, which is attached
236 to and included in this Agreement that is executed by the Guarantor guaranteeing the timely and
237 full performance of CONTRACTOR'S obligations.

238 1.52 Generator. A Person, Commercial business or any other entity that produces
239 Solid Waste, Recyclables, Compostables, Bulky Goods, Construction and Demolition Debris or
240 other Discarded Material.

241 1.53 Hazardous Waste. Any material, substance, waste or component thereof which
242 poses an actual or potential risk to public health and safety or the environment by virtue of being
243 actually or potentially toxic, corrosive, bioaccumulative, reactive, ignitable, radioactive, infectious

or otherwise harmful to public health and safety or the environment, and which requires special handling under any present or future federal, state or local law, excluding de minimis quantities 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 household hazardous waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.54 Livelihood. Units permitted under the Emeryville Municipal Code Title 9 Chapter 4, Article 3, Section 16. Livelihood units shall be deemed Dwelling Units for the purposes of this Agreement.

1.55 Multi-family Dwelling or MFD. Any residence with four (4) or more Dwelling Units, when each Dwelling Unit is designed or used for occupancy by one (1) family, including any flat, apartment, condominium, town home or other premises, other than a hotel or motel, used for housing persons including such premises when combined in the same building with Commercial establishments and serviced with one (1) or more common Containers.

1.56 MFD Collection Services. MFD Solid Waste Collection Service, MFD Recyclables Collection Service, MFD Compostable Materials Collection Service, and MFD Bulky Goods Service.

1.57 MFD Bulky Goods Service. The Collection of Bulky Goods from MFD Customers in the Service Area, the delivery of the Bulky Goods to the appropriate facilities and the processing, and marketing of the Bulky Goods.

1.58 MFD Compostable Materials Collection Service. The Collection of Compostable Materials in Containers from MFD Customers in the Service Area, the delivery of the Compostable Materials to a Composting Facility and the processing, and marketing of the Compostable Materials.

1.59 MFD Solid Waste Collection Service. The Collection of Solid Waste in Containers from MFD Customers in the Service Area and the delivery of the Solid Waste to the Transfer Station.

1.60 MFD Recyclables Collection Service. The Collection of Recyclables in Containers from MFD Customers in the Service Area, the delivery of the Recyclables to a Recyclables Processing Facility, and the processing and marketing of the Recyclables.

1.61 MFD Waste Oil Service. The Collection of Waste Oil in Waste Oil Containers and Waste Oil Filters in Waste Oil Filter Containers, by the CONTRACTOR, from those MFD Customers in SFD neighborhoods as set forth in Exhibit 8 of this Agreement receiving Recycling Cart Service and utilizing Waste Oil and Filter Containers for the accumulation and set-out of Waste Oil and Waste Oil Filters and the appropriate disposition of the Waste Oil and Waste Oil Filters in accordance with the requirements of this Agreement.

1.62 Non-Collection Notice. A form developed by CONTRACTOR and provided at CONTRACTOR'S cost at least 2" by 6" in size, on which CONTRACTOR has provided CONTRACTOR'S phone number and indicated the reasons for CONTRACTOR'S refusal to Collect material, giving reference to the Section(s) of this Agreement which has/have been violated, and which gives grounds for CONTRACTOR'S refusal in writing.

284 1.63 Organics. All organic materials of plant or animal origin which are or were
285 components of human foodstuffs. Organics shall also include non-recyclable and soiled paper,
286 vegetable trimmings, clean uncontaminated wood and sawdust, and other compostable Organic
287 waste common to the occupancy of Single Family and Multi-family Dwelling Units and
288 Commercial establishments.

289 1.64 Person. A natural person, firm, corporation, association, partnership, consortium,
290 joint venture, Commercial entity, governmental entity, or any other legal entity.

291 1.65 Processing Residues. Materials remaining after the processing of Recyclables,
292 Compostable Materials, Bulky Goods and Construction and Demolition Debris, which cannot
293 reasonably be diverted from the landfill.

294 1.66 Recyclables. Those materials designed in this Agreement or City Legislation for
295 Collection and Recycling under this Agreement which are segregated from Solid Waste by the
296 Customer at the source of generation and set out for Collection. Recyclables include those
297 materials defined by the CITY, including newsprint (including inserts, coupons and store
298 advertisements); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated
299 cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, legal
300 pad backing, shoeboxes and telephone books); glass containers, (including brown, clear and
301 green glass bottles and jars) ; aluminum, (including beverage containers and foil products);
302 small scrap and cast aluminum (not exceeding ten (10) pounds in weight nor two (2) feet in any
303 dimension for any single item); steel including "tin" cans, aerosol cans (empty, non-toxic
304 products) and small scrap (not exceeding ten (10) pounds in weight nor two (2) feet in any
305 dimension for any single item); bimetal containers; all rigid food packaging plastics of resin type
306 #1 or #5 and narrow-neck plastic bottles of resin type #2; dry cell household batteries when
307 placed in a sealed clear heavy-duty bag and set out for Collection in the manner prescribed
308 herein; and those materials added by the CONTRACTOR or CITY from time to time.

309 1.67 Recyclables Processing Facility. Any facility designated by CONTRACTOR and
310 approved by the CITY for the temporary or permanent receipt, storage, and/or processing of
311 some or all of the Recyclables

312 1.68 Roll-Off Box. A metal Container of between six (6) and fifty (50) cubic yards that
313 is normally loaded onto a motor vehicle and transported to an appropriate facility. A Roll-Off Box
314 may be open topped or enclosed with or without a compaction unit.

315 1.69 Self-Haul Customer. A Generator of Solid Waste, Recyclables, Compostable
316 Materials, Construction and Demolition Debris, Bulky Goods, E-Waste, or Universal Waste
317 within the CITY'S jurisdiction who delivers materials to a permitted facility rather than being
318 Collected by the CONTRACTOR.

319 1.70 Service Area. That area within the corporate limits of the City of Emeryville.

320 1.71 Single Family Dwelling or SFD. A detached or attached residence containing
321 three (3) or fewer Dwelling Units when each Dwelling Unit is designed or used for occupancy by
322 one (1) family.

323 1.72 SFD Bulky Goods Service. The Collection of Bulky Goods from SFD Customers
324 in the Service Area, the delivery of the Bulky Goods to the appropriate facilities and the
325 processing, and marketing of the Bulky Goods.

12/06/10

326 1.73 SFD Collection Services. SFD Solid Waste Collection Service, SFD Recyclables
327 Collection Service, SFD Compostable Materials Collection Service, SFD Bulky Goods Service
328 and SFD Waste Oil Service.

329 1.74 SFD Compostable Materials Collection Service. The Collection of Compostable
330 Materials in Containers from SFD Customers in the Service Area, the delivery of the
331 Compostable Material to a Composting Facility and the processing, and marketing of the
332 Compostable Material.

333 1.75 SFD Recyclables Collection Service. The Collection of Recyclables in Containers
334 from SFD Customers in the Service Area, the delivery of the Recyclables to a Recyclables
335 Processing Facility, and the processing and marketing of the Recyclables.

336 1.76 SFD Solid Waste Collection Service. The Collection of Solid Waste in
337 Containers from SFD Customers in the Service Area and the delivery of the Solid Waste to the
338 Transfer Station.

339 1.77 SFD Waste Oil Service. The Collection of Waste Oil in Waste Oil Containers and
340 Waste Oil Filters in Waste Oil Filter Containers, by the CONTRACTOR, from SFD Customers in
341 the Service Area utilizing Waste Oil and Filter Containers for the accumulation and set-out of
342 Waste Oil and Waste Oil Filters and the appropriate disposition of the Waste Oil and Waste Oil
343 Filters in accordance with the requirements of this Agreement.

344 1.78 Small Business. A Commercial establishment that is located within the Service
345 Area and uses a two (2) cubic yard Bin Collected once per week or lesser service for Solid
346 Waste Collection.

347 1.79 Solid Waste. Except as provided below, all "Solid Waste" as defined in California
348 Public Resources Code Section 40191, as that section may be amended from time to time,
349 which is generated within the CITY. Solid Waste means all putrescible and non-putrescible
350 solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes,
351 industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not
352 Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other
353 discarded wastes, but does not include abandoned vehicles, Hazardous Waste or other
354 Unacceptable Waste. Solid Waste includes Recyclables, Compostable Materials, Bulky Goods,
355 and Construction and Demolition Debris if such materials are not source separated from Solid
356 Waste at the site of generation or Collected for Recycling, Composting, processing and
357 marketing.

358 1.80 Transfer Station. The facility designated by CONTRACTOR and approved by
359 CITY for the receipt, processing and transfer of some or all of the Discarded Material Collected
360 under this Agreement. The Davis Street Transfer Station has been designated by
361 CONTRACTOR as a Transfer Station and approved by CITY pursuant to this Agreement.

362 1.81 Unacceptable Waste. Any and all waste, including but not limited to, Hazardous
363 Waste, the acceptance or handling of which would cause a violation of any permit condition or
364 legal or regulatory requirement, damage or threatened damage to CONTRACTOR'S equipment
365 or facilities, or present a substantial endangerment to the health or safety of the public or
366 CONTRACTOR'S employees; provided, that de minimis quantities or waste of a type and
367 amount normally found in residential Solid Waste after implementation of programs for the safe

Collection, Recycling, treatment, and Disposal of household hazardous waste in compliance with Sections 41500 and 41802 of the California Public Resources Code shall not constitute Unacceptable Waste. Unacceptable Waste does not include Waste Oil, Waste Oil Filters, or household batteries when placed for Collection as set forth in this Agreement or as otherwise directed by the CITY.

1.82 Universal Waste ("U-Waste"). Materials that the California Department of Toxic Substances Control considers Universal Waste, including materials 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.

1.83 Waste Oil. Used oil fluids for vehicles including motor oil, brake, transmission and hydraulic fluids, crankcase and differential oils, lubricating oils for vehicles and oil filters from automobile and light trucks. Waste Oil must be generated by and at the SFD or MFD residence wherein the Waste Oil is Collected.

1.84 Waste Oil Container. A plain copoly container provided by the CONTRACTOR for the accumulation of Waste Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label, pre-approved by CITY designating it for use as a Waste Oil Container or such container as may be provided by the CITY at their discretion.

1.85 Waste Oil Filter. Any oil filter that is no longer useful to the SFD or MFD Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Waste Oil Filters must be generated by and at the SFD or MFD residence wherein the Waste Oil Filter is Collected.

1.86 Waste Oil Filter Container. A heavy duty zip lock bag provided by the Customer for the accumulation of Waste Oil Filters.

1.87 White Goods. Discarded household appliances such as washers, dryers, refrigerators, stoves, water heaters, freezers, small air conditioning units, and other similar items.

1.88 Work Day. Any day, Monday through Saturday that is not a holiday as set forth in Section 6.07 of this Agreement.

1.89 Yard Waste. Untreated and unpainted wood, pruning, brush, leaves, or grass clippings and such other types of vegetative material resulting from normal yard and landscaping maintenance. Yard Waste must be generated by the Customer and at the service address wherein the Yard Waste is Collected, segregated from Solid Waste at the source of generation and set out by the Customer for Collection. Yard Waste does not include items herein defined as Unacceptable Waste.

ARTICLE 2. Representations and Warranties of CONTRACTOR

CONTRACTOR hereby makes the following representations and warranties for the benefit of the CITY as of the date of this Agreement.

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

2.02 Corporate Authorization. CONTRACTOR has full legal right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Board of Directors of CONTRACTOR (or the shareholders if necessary) has taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution and delivery of this Agreement. The Persons signing this Agreement on behalf of CONTRACTOR have authority to do so.

2.03 Agreement Duly Executed. The Persons signing this Agreement on behalf of CONTRACTOR have been authorized by CONTRACTOR to do so, and this Agreement has been duly executed and delivered by CONTRACTOR in accordance with the authorization of its Board of Directors or shareholders, if necessary, and constitutes a legal, valid, and binding obligation of CONTRACTOR enforceable against CONTRACTOR in accordance with its terms.

2.04 No Conflict With Applicable Law or Other Documents. Neither the execution and delivery by CONTRACTOR of this Agreement nor the performance by CONTRACTOR of its obligations hereunder:

2.04.1 Conflicts with, violates or will result in a violation of any existing applicable law; or

2.04.2 Conflicts with, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing agreement or instrument to which CONTRACTOR is a party, or by which CONTRACTOR or any of CONTRACTOR'S properties or assets is bound; or

2.04.3 Will result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the properties or assets of CONTRACTOR which will interfere materially with CONTRACTOR'S performance hereunder.

2.05 No Litigation. There is no action, suit, proceeding or action at law or equity, or to the best of CONTRACTOR'S knowledge, any investigation before or by any court or governmental entity, pending or threatened against CONTRACTOR or otherwise affecting CONTRACTOR, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect CONTRACTOR'S performance hereunder, or which in any way would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of CONTRACTOR or its parent company. In addition, to the best of CONTRACTOR'S knowledge there is no litigation pending in any court challenging the execution of this Agreement or seeking to restrain or enjoin its performance.

2.06 Financial Ability. Disclosures. No Material Change. CONTRACTOR has sufficient financial resources to perform all aspects of its obligations hereunder. CONTRACTOR has provided CITY with financial statements which present fairly, in accordance with generally accepted accounting principles, the financial resources of CONTRACTOR. There has been no material adverse change in CONTRACTOR'S or CONTRACTOR'S parent company's financial circumstances since the date of the most recent financial statements.

2.07 Expertise. CONTRACTOR has the expert, professional, and technical capability to perform all of its obligations under this Agreement.

2.08 CONTRACTOR'S Investigation. CONTRACTOR has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding this Agreement and the work to be performed by CONTRACTOR under the Agreement, and enters into this Agreement on the basis of that independent investigation.

2.09 Guarantee of CONTRACTOR'S Performance. Pursuant to a guaranty in substantially the form attached as Exhibit 3, which is attached to and included in Agreement, USA Waste of California, Inc. has agreed to guarantee CONTRACTOR'S performance of this Agreement.

ARTICLE 3. Representations and Warranties of CITY

3.01 Representations and Warranties of CITY. CITY hereby makes the following representations and warranties to and for the benefit of CONTRACTOR as of the date of this Agreement.

3.02 Duly Organized. The CITY is a government entity, 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.

3.03 Execution Authorized. The parties executing this Agreement on behalf of the CITY are duly authorized by the City Council to do so. This Agreement constitutes the legal, valid, and binding agreement of the CITY and is enforceable against the CITY in accordance with its terms.

3.04 No Conflict with Applicable Law or Other Documents. Neither the execution and delivery by CITY of this Agreement, nor the performance by CITY of its obligations hereunder:

3.04.1 Conflicts With, violates or will result in a violation of any existing applicable law; or

3.04.2 Conflicts With, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing agreement or instrument to which CITY is a party.

3.05 No Litigation. There is no action, suit, proceeding or, to the best of CITY'S knowledge, investigation at law or equity, before or by any court or governmental entity, pending or threatened against CITY or otherwise affecting CITY, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the

performance by CITY of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement.

ARTICLE 4. CONTRACTOR'S Covenants; CITY Option to Terminate

4.01 General. CONTRACTOR covenants that it shall obtain and deliver to CITY the documents set forth in Sections 4.02 through 4.03 below and use its best efforts to deliver them on or before January 1, 2011. If such documents are not delivered to CITY in satisfactory form by January 15, 2011, CITY may terminate this Agreement with absolutely no continuing obligations to CONTRACTOR and may resort to the rights and remedies provided for in Article 26 hereof.

4.02 Receipt of Performance Bond. CONTRACTOR shall provide CITY with, and CITY shall accept if it complies with Section 27.07, the performance bond described in Section 27.07 of this Agreement.

4.03 Parent Corporation Guaranty. CONTRACTOR shall provide CITY with a guaranty executed by CONTRACTOR'S parent corporation, USA Waste of California, Inc., in a form substantially identical to Exhibit 3 in this Agreement.

4.04 Termination. This Agreement may be terminated prior to the expiration of its term only in accordance with the provisions of this Agreement. At the expiration of the term provided for hereunder, or in the event of a termination as allowed under this Agreement, CONTRACTOR, at its own expense for a period of up to six (6) months, shall cooperate fully with CITY, as reasonably necessary, to ensure an orderly transition to any and all new service providers, and CITY shall have no continuing obligations to CONTRACTOR other than those expressly provided for under this Agreement. CONTRACTOR shall transfer and dispose of all Solid Waste and process all materials that have been Collected or are in process under this Agreement as of the date of expiration or termination.

ARTICLE 5. Term and Scope of Franchise

5.01 Initial Term of Agreement. The initial term of this Agreement shall be for a ten (10) year period commencing on February 1, 2011 and terminating at midnight on December 31, 2020.

5.01.1 Extension of Term. CITY shall have the option to offer to extend this Agreement for up to two (2) additional five (5) year periods, provided the CITY determines that CONTRACTOR has met the minimum diversion requirements as set forth in Article 13 in each year of this Agreement. Offers shall be made in writing no later than seventeen (17) months prior to the termination date of the then current Collection Services Agreement.

5.01.2 Upon receipt of an offer to extend the Agreement, CONTRACTOR shall provide written notice to CITY as to whether CONTRACTOR accepts or rejects CITY'S offer within twenty (20) Work Days of the date of the offer. If CONTRACTOR fails to provide such notice to CITY within said twenty (20) Work Days, CITY'S offer shall be deemed withdrawn and CITY shall have no obligation to extend the term of this Agreement.

524 5.02 Other Provisions. CITY may, at the end of the Agreement term, either
525 renegotiate the terms and conditions of the Agreement with the current CONTRACTOR or
526 request proposals from qualified contractors to provide Collection Services.

527 5.03 Carryover Terms. CITY may elect to carryover the term of the Agreement for up
528 to two (2) consecutive three (3) month periods upon the same terms and conditions set forth
529 herein providing CONTRACTOR agrees. The Contract Administrator will notify CONTRACTOR
530 in writing on CITY'S intent to exercise this right at least thirty (30) days before the carryover
531 term is to begin.

532 5.04 Grant of Exclusive Franchise. Subject to the requirements, conditions and
533 exceptions of this Agreement, CITY hereby grants to CONTRACTOR the exclusive franchise,
534 right, privilege, and duty during the term of this Agreement and any extension thereof to Collect
535 and transport the following materials to the facilities designated in this Agreement.

536 5.04.1 Solid Waste, Recyclables, Compostable Materials, Waste Oil, Waste
537 Oil Filters, holiday trees, Construction and Demolition Debris and Bulky Goods, except for E-
538 Waste, Universal Waste, and CEO's, that is accumulated and set out for Collection by
539 Customers pursuant to this Agreement.

540 5.05 Limitations to Scope of Exclusive Franchise

541 5.05.1 Nothing in this Agreement shall limit the right of any Person to donate
542 or sell his or her Recyclables, Compostable Materials, Bulky Goods, Waste Oil, Waste Oil
543 Filters, holiday trees, E-Waste, U-Waste and CEO's and/or Construction and Demolition
544 Debris. Persons other than CONTRACTOR may pay to collect or collect at no charge such
545 Recyclables, Compostable Materials, Bulky Goods, Waste Oil, Waste Oil Filters, holiday
546 trees, E-Waste, U-Waste and CEO's, and/or Construction and Demolition Debris. Similarly,
547 nothing in this Agreement shall limit the right of any Person to haul the Solid Waste,
548 Recyclables, Compostable Materials, Bulky Goods, Waste Oil, Waste Oil Filters, holiday
549 trees, E-Waste, U-Waste and CEO's and/or Construction and Demolition Debris he or she
550 generates to a facility that holds all applicable permits;

551 5.05.2 Notwithstanding CONTRACTOR'S rights under this Agreement as
552 described above, the following materials may be Collected by Persons other than
553 CONTRACTOR:

554 5.05.3 Construction and Demolition Debris that is:

555 5.05.3.1 removed from a premises by a licensed Contractor as an
556 incidental part of a total construction, remodeling, or demolition service offered by that
557 contractor, rather than as a separately contracted or subcontracted hauling service; or

558 5.05.3.2 collected by a FixedBody Vehicle and hauled directly to a
559 facility that holds all applicable permits;

560 5.05.4 Yard Waste that is:

561 5.05.4.1 removed from residential or Commercial premises by a
562 contractor as an incidental part of a total gardening or landscaping service offered by that
563 contractor, rather than as a separately contracted or subcontracted hauling service; or

564 5.05.4.2 loaded onto a Fixed Body Vehicle and hauled directly to a
565 facility that holds all applicable permits;

566 5.05.5 Bulky Goods removed from a premises by a property cleanup or
567 maintenance company as an incidental part of the total cleanup or maintenance service
568 offered by the company rather than as a hauling service;

569 5.05.6 Bulky Goods removed from a premises for a nominal charge by a
570 retailer as an incidental part of a sale of merchandise;

571 5.05.7 Bulky Goods removed from a premises for a nominal charge by a
572 reuse facility or business;

573 5.05.8 Compostable Materials Composted at the site where it is generated
574 (e.g., backyard composting);

575 5.05.9 Metal of any type that can be collected and recycled except consumer
576 food/beverage cans;

577 5.05.10 Wood of any type;

578 5.05.11 Old corrugated cardboard, (OCC);

579 5.05.12 Animal remains and grease waste Collected for use as tallow;

580 5.05.13 Animal waste Collected for use as a soil amendment;

581 5.05.14 Materials that can be turned into animal feed;

582 5.05.15 Recyclables which the CONTRACTOR is not required to Collect
583 and process under this Agreement as of the effective date of this Agreement which
584 subsequently, in the CITY'S reasonable judgment, become economically feasible to recycle.
585 In such event, CONTRACTOR shall have the exclusive right to Collect and process such new
586 Recyclables if CONTRACTOR agrees to do so without any change in rates. If
587 CONTRACTOR is unwilling to provide service for such new Recyclables at existing rates, the
588 CITY may provide for Collection and processing of new Recyclables in any manner it deems
589 appropriate.

590 5.05.16 Containers delivered for Recycling under the California Beverage
591 Container Recycling Litter Reduction Act, Section 14500, et seq., California Public Resources
592 Code, as such statute may be amended from time to time;

593 5.05.17 Hazardous Waste regardless of its source;

594 5.05.18 By-products of sewage treatment, including sludge, grit, and
595 screenings;

596 5.05.19 E-Waste, U-Waste and/or CEO's if hauled for recycling or reuse;

597 5.05.20 Exemptions as listed and detailed from time to time in CITY
598 Legislation subject to Section 21.02 of this Agreement;

599 5.05.21 The provisions allowing the CITY to provide for Collection,
600 processing and Disposal as specified elsewhere in this Agreement.

601 5.06 Legal Limitations. This grant to CONTRACTOR of rights, privileges, and duties
602 shall be interpreted to be consistent with federal and state statutes and case law in effect now
603 and during the term of this Agreement. In the event future interpretations of current law, or
604 enactment of new laws limit the ability of CITY to lawfully provide for the scope of franchise,
605 rights, privileges, and duties specifically set forth herein, CONTRACTOR agrees the scope will
606 be limited to that scope which may be lawfully provided for under this Agreement, and CITY
607 shall not be responsible for any lost profits claimed by CONTRACTOR to arise out of further
608 limitations of the scope as set forth herein. In such event, it shall be the responsibility of
609 CONTRACTOR to minimize the financial impact to other services being provided as much as
610 commercially feasible.

611 5.07 Acceptance of Franchise. CONTRACTOR hereby accepts the franchise on the
612 terms and conditions set forth in this Agreement.

613 5.08 CITY'S Cooperation in Franchise Enforcement. CITY shall actively and diligently
614 enforce the terms and conditions granted to CONTRACTOR under this Agreement as provided
615 under the CITY'S Solid Waste Ordinance.

616 5.09 CITY Not Liable. CITY shall not be liable for any of the activities to be
617 undertaken by CONTRACTOR pursuant to this Agreement.

618 5.10 Compliance with State, Federal, and Municipal Law. CONTRACTOR shall
619 comply with all applicable CITY, local, state and federal laws now or hereafter in effect, relating
620 to the services provided under this Agreement including, but not limited to, all environmental
621 laws and all laws related to the employment or protection of employees.

622 5.11 Solid Waste Redefinition. Subject to the provisions of this Agreement, CITY and
623 CONTRACTOR may mutually agree to redefine any portion of Solid Waste as Recyclables,
624 Compostable Materials, Bulky Goods, Construction and Demolition Debris or some other
625 component of Solid Waste which is at any time in the future subject to Recycling or Composting
626 and direct that such Solid Waste be Collected in accordance with then current laws and
627 agreements governing Recyclables, Compostable Materials, Bulky Goods, Construction and
628 Demolition Debris or such component.

629 **ARTICLE 6. Service Standards**

630 6.01 Service Standards. CONTRACTOR shall perform all Collection Services under
631 this Agreement in a thorough and professional manner. Collection Services described in this
632 Agreement shall be performed regardless of weather conditions or difficulty of Collection.

633 6.02 Hours and Days of Collection.

634 6.02.1 SFD, MFD, Commercial and CITY Collection Services shall be
635 provided, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m.
636 Monday through Friday (except for holiday service as set forth in Section 6.07 of this
637 Agreement in which case normal Collection hours may be utilized). Saturday service shall
638 commence no earlier than 8:00 a.m. and terminate no later than 7:00 p.m., or as required by
639 the CITY noise ordinance. Except in a time of emergency no Collection shall occur on
640 Sundays. The hours, days, or both of Collection may be extended due to extraordinary
641 circumstances or conditions with the prior written consent of the Contract Administrator.

12/06/10

6.02.2 Saturday Collection. Customers receiving Commercial Solid Waste or Compostable Materials Collection Service at least three (3) times per week shall be entitled to receive an additional Collection of that material on Saturday of each week upon request.

6.02.3 Manner of Collection. The CONTRACTOR shall provide Collection Service with as little disturbance as possible and shall leave any Cart or Bin in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes. CONTRACTOR shall insure its employees close all gates opened by CONTRACTOR, and avoid crossing landscaped areas and climbing or jumping over hedges and fences. CITY shall refer complaints about damage to private property caused by its employees to CONTRACTOR.

6.02.4 Dangerous Animals. Employees of the CONTRACTOR shall not be required to expose themselves to the danger of being bitten by vicious animals in order to accomplish Collection. In any case, where the Customer or tenants have such animals at large, the CONTRACTOR shall immediately notify the Contract Administrator of such condition and of his/her inability to provide Collection Services because of such conditions.

6.02.5 New Customers. CONTRACTOR shall commence service to a new Customer account within seven (7) Work Days after receipt of notification by the Customer or the Contract Administrator.

6.02.6 Service Changes. CONTRACTOR shall commence service to Customer accounts requesting service level changes within seven (7) Work Days after receipt of notification by the Customer or the Contract Administrator.

6.03 Record of Non-Collection. When any Solid Waste, Recyclables, Compostable Materials, Bulky Goods or other materials set out for regular or special Collection are not Collected by the CONTRACTOR for sufficient reason, CONTRACTOR shall leave a Non-Collection Notice. The Non-Collection Notice shall be provided at CONTRACTOR'S cost and be at least 2" x 6" in size, on which the CONTRACTOR has provided CONTRACTOR'S telephone number, and indicated reason, giving reference to the section of the CITY Municipal Code or to the Sections of this Agreement which has been violated, for the refusal to Collect the materials set out for regular or special Collection. At CITY'S request, a copy of any Non-Collection Notice, along with the name and address of the party noticed, shall be delivered to the Contract Administrator within twenty-four (24) hours of CITY'S request.

6.03.1 In addition thereto, CONTRACTOR shall maintain, at CONTRACTOR'S place of business, a log, computerized or written, listing all complaints and notices. Said log shall contain the names and addresses of parties involved, date of such complaint or noticing, nature of same, and the date and manner of disposition of each case. Such log shall be kept so that it may conveniently be inspected by representatives of the CITY upon request and be in a format that can be emailed to CITY within two (2) business days of a request from the Contract Administrator.

6.04 Containers.

6.04.1 Purchase and Distribution of Containers. The CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional Carts, Bins, (and Roll-Off Boxes or Compactors as required) to Customers in the Service Area.

CONTRACTOR shall also distribute Carts, Bins (and Roll-Off Boxes or Compactors as required) to new Customers that are added to CONTRACTOR'S Service Area during the term of this Agreement. Distributions of Containers occurring during the transition period as set forth in Exhibit 7 to this Agreement shall be completed within the time set forth in Exhibit 7. Distributions of Containers occurring after the end of the transition period shall be completed within seven (7) Work Days of receipt of notification from CITY or the Customer.

6.04.2 Carts and Bins Labeling. Carts are to be labeled with the type of materials to be Collected (Le., Solid Waste, Compostable Materials, Recyclables) and instructions for proper usage. Bins are to be labeled with the type of materials to be Collected (I.e., Solid Waste, Compostable Materials, Recyclables) and instructions for proper usage. Labeling and graphics of the Carts and Bins shall be approved by the Contract Administrator. Labels shall be of a type and material that can reasonably be anticipated to last for five (5) years without replacement. CONTRACTOR shall replace any label which has become worn and tattered or when the information provided on the label is no longer intelligible.

6.04.3 Replacement of Carts and Bins. CONTRACTOR'S employees shall take care to prevent damage to Carts or Bins by unnecessary rough treatment. However, any Cart or Bin damaged by CONTRACTOR shall be replaced by CONTRACTOR, at CONTRACTOR'S expense, within seven (7) Work Days at no cost or inconvenience to the Customer.

6.04.3.1 Upon notification to CONTRACTOR by CITY or a Customer that the Customer's Cart(s) or Bin(s) have been stolen or damaged beyond repair through no fault of CONTRACTOR, CONTRACTOR shall deliver a replacement Cart(s) or Bin(s) to such Customer no later than the next regularly scheduled Collection service day, or if requested by CITY or a Customer, within seven (7) Work Days. CONTRACTOR shall maintain records documenting all Cart and Bin replacements occurring on a monthly basis.

6.04.3.2 Where such Cart is lost, stolen or damaged beyond repair through no fault of CONTRACTOR, each SFD Customer shall be entitled to the replacement of two (2) lost, destroyed, or stolen Solid Waste Carts, two (2) lost, destroyed, or stolen Recycling Carts, and two (2), lost, destroyed, or stolen Compostable Material Carts during the initial term of this Agreement at no cost to the Customer. In the event this Agreement is extended as set forth in Section 5.01.1 of this Agreement, Customers shall be entitled to received the number of replacement Carts as provided in this Section during the term of the extension. Additional Cart replacements under this Section 6.04.3.2 shall be charged to the Customer pursuant to the rates set forth in Exhibit 1.

6.04.3.3 Where such Cart or Bin is lost, stolen or damaged beyond repair through no fault of CONTRACTOR, each MFD, Commercial and CITY Customer shall be entitled to the replacement of lost, destroyed, or stolen Bins and Carts during the initial term of this Agreement at no cost to the Customer. Such replacement shall be limited to a number equal to the number of Bins and Carts representing the normal service level of the customer. In the event this Agreement is extended as set forth in Section 5.01.1 of this Agreement, Customers shall be entitled to received the number of replacement Carts or Bins as provided in

this Section during the term of the extension. Additional Cart or Bin replacements under this Section 6.04.3.3 shall be charged to the Customer pursuant to the rates set forth in Exhibit 1.

6.04.3.4 Where such Bin or Cart replacement occurs through no fault of CONTRACTOR, CONTRACTOR shall be compensated by the Customer for the cost of those replacements in excess of the requirements set forth above in accordance with the "Cart or Bin Exchange" service rate, as appropriate, as set forth in Exhibit 1 which is attached to and included in this Agreement or as may be adjusted under the terms of this Agreement

6.04.4 Repair of Carts and Bins. CONTRACTOR shall be responsible for repair of Carts in the areas to include but not be limited to, hinged lids, wheels and axles. No later than the next regularly scheduled Collection service day, or if requested by CITY or a Customer, within seven (7) Work Days of notification of the need for such repairs, CONTRACTOR shall repair the Cart or Bin or if necessary, remove the Cart or Bin for repairs and deliver a replacement Cart or Bin to the Customer.

6.04.5 Cart or Bin Exchange. Upon notification to CONTRACTOR by CITY, or a Customer, that a change in the size or number of Carts or Bins is required, the CONTRACTOR shall deliver such Carts or Bins to such Customer within seven (7) Work Days. Each SFD Customer shall be entitled to receive one (1) free Solid Waste Cart exchange, one (1) free Recycling Cart exchange and one (1) free Compostable Material Cart exchange per Agreement Year during the term of this Agreement. Each MFD or Commercial Customer shall be entitled to receive two (2) free service exchanges, per Agreement Year during the term of this Agreement. For the purposes of this Section, a service exchange represents the exchange of as few as one (1) and as many as the total number of Bins and Carts provided by CONTRACTOR and utilized by the Customer. Accordingly CONTRACTOR shall be compensated for the cost of those exchanges in excess of the limitations set forth herein per Agreement Year, in accordance with the "Cart or Bin Exchange" service rate as set forth in Exhibit 1 of this Agreement

6.04.6 Additional Recycling or Compostable Materials Capacity. Upon request, CONTRACTOR shall provide an additional Recycling and/or Compostable Materials Cart(s) of up to ninety-six (96) gallons of additional capacity to any SFD, or MFD Customer for the provision of Recyclables and/or Compostable Materials Collection Service(s). This service shall be provided by CONTRACTOR at no additional charge to the Customer or to the CITY. CONTRACTOR shall be compensated for the delivery or exchange of additional Recycling and/or Compostable Materials Carts in accordance with Section 6.04.5 above.

6.04.7 Ownership of Carts. Ownership of Carts purchased by CITY shall rest with CITY until such Carts are replaced by CONTRACTOR at which time such ownership shall rest with CONTRACTOR. Ownership of Carts purchased by CONTRACTOR shall rest with CONTRACTOR, except that ownership of Carts in the possession of a Customer at the end of this Agreement shall rest with CITY provided said Carts are fully depreciated. In the event the Carts are not fully depreciated, CITY shall have the option of purchasing them from CONTRACTOR at their then net book value. At its sole discretion, CITY may elect not to exercise its rights with regards to this Section and in such case all of the Carts shall be the property of CONTRACTOR upon termination of this Agreement. In this event, CONTRACTOR shall be responsible for removing all Carts in service from the Service Area

769 and reusing or Recycling such Carts. In addition, in the case of the termination of this
770 Agreement prior to the expiration of the initial term or optional extension term due to the
771 default of CONTRACTOR as set forth in Article 26 of this Agreement CITY shall have the
772 right to take possession of the Carts and shall retain such possession until satisfactory
773 arrangements can be made to provide Collection Services using other equipment. Such time
774 of possession shall not be limited and regardless of the time of possession there shall be no
775 monies owing to CONTRACTOR from CITY for the use of the equipment. Upon the receipt
776 of written notice from CITY, CONTRACTOR shall submit to the Contract Administrator an
777 inventory of Carts, including their locations.

778 6.04.8 Ownership of Bins. Ownership of Bins distributed by CONTRACTOR
779 shall rest with CONTRACTOR except in the case of the termination of the Agreement prior to
780 the expiration of the initial term or optional extension term due to the default of
781 CONTRACTOR as set forth in Article 26 of this Agreement. Under such circumstances,
782 CITY shall have the right to take possession of the Bins and shall retain such possession
783 until satisfactory arrangements can be made to provide Collection Services using other
784 equipment. Such time of possession shall not be limited and regardless of the time of
785 possession there shall be no monies owing to CONTRACTOR from CITY for the use of the
786 equipment for the first six (6) months of that use. In the event CITY uses the Bins for more
787 than six (6) months CITY shall pay CONTRACTOR a mutually agreed rental for each full or
788 partial month beginning with the seventh (7th) month. Upon the receipt of written notice from
789 CITY, CONTRACTOR shall submit to the Contract Administrator an inventory of Bins,
790 including their locations.

791 6.04.9 Ownership of Roll-Off Boxes. Ownership of Roll-Off Boxes or
792 Compactors distributed by CONTRACTOR shall rest with CONTRACTOR except in the case
793 of the termination of the Agreement prior to the expiration of the initial term or optional
794 extension term due to the default of CONTRACTOR. Under such circumstances, CITY shall
795 have the right to take possession of the Containers and shall retain such possession until
796 satisfactory arrangements can be made to provide Collection Services using other
797 equipment. Such time of possession shall not be limited and regardless of the time of
798 possession there shall be no monies owing to CONTRACTOR from CITY for the use of the
799 equipment for the first six (6) months of that use. In the event CITY uses the equipment for
800 more than six (6) months CITY shall pay CONTRACTOR a mutually agreed rental for each
801 full or partial month beginning with the seventh (7th) month. Upon the receipt of written notice
802 from the Contract Administrator, CONTRACTOR shall submit to the Contract Administrator
803 an inventory of Containers, including their locations.

804 6.04.9.1 Compactor equipment may be owned by the Customer or
805 leased from the CONTRACTOR or any other source provided the Compactor Container is
806 compatible with CONTRACTOR'S Collection vehicles.

807 6.04.10 Compostable Materials Containers. Upon mutual agreement
808 between CITY and CONTRACTOR, CONTRACTOR shall allow the use of liners by the
809 Customer for the containment of the Compostable Materials and shall Collect both the
810 Compostable Materials and the liners as part of the Commercial Compostable Collection
811 Service provided under the terms of this Agreement.

812 6.05 Bag-It Bags. CONTRACTOR shall make Bag-It Bags readily available to SFD
813 Customers, through themail.atCONTRACTOR.Sofficeat17298thAvenue.Oakland.CA
814 94603 or at the CITY office at 1333 Park Avenue, Emeryville, CA 94608. CONTRACTOR shall
815 maintain a sufficient inventory of Bag-It Bags to accommodate Customers needs.

816 6.06 Labor and Equipment. CONTRACTOR shall provide and maintain all labor,
817 equipment, tools, facilities, and personnel supervision required for the performance of
818 CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times have
819 sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this
820 Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of
821 labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by
822 CITY or by any Customer except as expressly provided by this Agreement.

823 6.07 Holiday Service. CONTRACTOR shall not be required to provide Collection
824 Services or maintain office hours on the following designated holidays: New Years Day,
825 Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In any week in which
826 one of these holidays falls on a Work Day and CONTRACTOR does not provide SFD Collection
827 Services on that holiday, SFD Collection Services for the holiday and each Work Day thereafter
828 will be delayed one Work Day for the remainder of the week with normally scheduled Friday
829 Collection Services being performed on Saturday. MFD, Commercial and CITY Collection
830 Services shall be adjusted as agreed between the CONTRACTOR and the Customer but must
831 meet the minimum frequency requirement of one (1) time per week. CONTRACTOR shall be
832 responsible for adequately notifying all Customers and the CITY at least thirty (30) days in
833 advance of changes in the Collection day because of a holiday schedule.

834 6.08 Transfer, Disposal and Processing.

835 6.08.1 Transfer Station. Except as set forth below, all Solid Waste Collected
836 as a result of performing Collection Services shall be delivered to the Transfer Station for
837 transfer to the Disposal Facility. In the event the Transfer Station or Disposal Facility is
838 closed on a Work Day, CONTRACTOR shall transport and dispose of the Solid Waste at
839 such other legally permitted facility as is approved by CITY. Failure to comply with this
840 provision shall result in the levy of liquidated damages as specified in Article 23 of this
841 Agreement and may result in CONTRACTOR being in default under this Agreement.

842 6.08.2 Recyclables Processing Facility. All Recyclables Collected as a result
843 of performing Collection Services shall be delivered to the Processing Facility. In the event
844 the Processing Facility is closed on a Work Day, CONTRACTOR shall transport and deliver
845 the Recyclables to such other legally permitted facility as is approved by CITY.
846 CONTRACTOR shall ensure that all Recyclable Material Collected pursuant to this
847 Agreement, except contaminants and residue resulting from processing, is diverted from the
848 landfill. Failure to comply with this provision shall result in the levy of liquidated damages as
849 specified in Article 23 of this Agreement and may result in CONTRACTOR being in default
850 under this Agreement.

851 6.08.3 Composting Facility. CONTRACTOR shall deliver all Collected
852 Compostable Material to the Composting Facility. In the event the facility is closed on a Work
853 Day, the CONTRACTOR shall transport and deliver the Compostable Material to such other
854 legally permitted facility as is approved by CITY. CONTRACTOR shall ensure that all

Compostable Material Collected pursuant to this Agreement, except residue resulting from processing, is diverted from the landfill. In no event shall Compostable Material be used for ADC at a landfill. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 23 of this Agreement and may result in CONTRACTOR being in default under this Agreement.

6.08.4 Bulky Goods Processing and Disposal. To the extent feasible, CONTRACTOR will process and dispose of Bulky Goods Collected from Customers pursuant to Sections 7.09, 8.02 and other appropriate sections of this Agreement in accordance with the following hierarchy:

- 6.08.4.1 Reuse as is (where energy efficiency is not compromised);
- 6.08.4.2 Disassemble for reuse or recycling;
- 6.08.4.3 Recycle; or
- 6.08.4.4 Disposal.

6.08.5 CONTRACTOR shall not landfill such Bulky Goods unless the Bulky Goods cannot be reused or recycled.

6.08.6 Bulky Goods Containing Freon. In the event CONTRACTOR Collects Bulky Goods that contain freon, CONTRACTOR shall handle such Bulky Goods in a manner such that the Bulky Goods are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.

6.08.7 Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris Collected as a result of performing Collection Services shall be delivered to the Construction and Demolition Debris Processing Facility. In the event the Processing Facility is closed on a Work Day, CONTRACTOR shall transport and deliver the Construction and Demolition Debris to such other legally permitted facility as is approved by CITY. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 23 of this Agreement and may result in CONTRACTOR being in default under this Agreement.

6.08.8 Waste Oil Processing. CONTRACTOR shall recycle all Waste Oil Collected pursuant to this Agreement to the extent feasible and shall properly dispose of all Waste Oil and Waste Oil Filters that are contaminated or otherwise cannot be recycled.

6.08.8.1 CONTRACTOR shall recycle the Waste Oil only with persons who are authorized by the State of California to recycle oil. In the event the Waste Oil or Waste Oil Filters Collected pursuant to this Agreement is contaminated to the extent that the Waste Oil or Waste Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Waste Oil or Waste Oil Filters, at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.

6.08.8.2 CONTRACTOR shall notify the Contract Administrator, either by Fax or email, of any contamination which renders the Waste Oil unacceptable for recycling or which requires disposal of the Waste Oil or Waste Oil Filters as a Hazardous Waste.

895 6.08.9 Segregation of Waste Oil. CONTRACTOR shall keep all Waste Oil
896 and Waste Oil Filters Collected pursuant to this Agreement segregated from other materials.

897 6.09 Recycling - Improper Procedure. Except as set forth below, CONTRACTOR
898 shall not be required to Collect Recyclables if the Customer does not segregate the Recyclables
899 from Solid Waste. If Recyclables are contaminated through commingling with Solid Waste,
900 CONTRACTOR shall, if practical, separate the Solid Waste from the Recyclables. The
901 Recyclables shall then be Collected and the Solid Waste shall be left in the Recycling Cart or
902 Bin along with a Non-Collection Notice explaining why the Solid Waste is not considered a
903 Recyclable and how to dispose of it as Solid Waste. However, in the event the Recyclables and
904 Solid Waste are commingled to the extent that they cannot easily be separated by
905 CONTRACTOR or the nature of the Solid Waste renders the entire Recycling Cart or Bin
906 contaminated, CONTRACTOR will leave the Recycling Cart or Bin un-emptied along with a
907 Non-Collection Notice that contains instructions on the proper procedures for setting out
908 Recyclables and Solid Waste.

909 6.10 Recycling - Changes to Work. Should changes in law arise that necessitate any
910 additions or deletions to the work described herein including the type of items included as
911 Recyclables, the parties shall negotiate any necessary cost changes and shall enter into an
912 Agreement amendment covering such modifications to the work to be performed and the
913 compensation to be paid before undertaking any changes or revisions to such work in
914 accordance with Section 21.01.

915 6.11 Inspections. CITY shall have the right to inspect CONTRACTOR'S facilities or
916 the contents of Collection vehicles used in the provision of Collection Services under this
917 Agreement at any time while operating inside or outside the CITY. Inspection of the contents of
918 a Collection vehicle shall take place at the appropriate facility and shall not require the vehicle to
919 be off route for more than one (1) hour. CITY shall provide CONTRACTOR with notice at least
920 twenty-four (24) hours prior to inspecting CONTRACTOR'S facilities.

921 6.12 Commingling of Materials.

922 6.12.1 Solid Waste and Recyclables. CONTRACTOR shall not commingle
923 Solid Waste, Collected pursuant to this Agreement, with any Recyclables separated for
924 Collection pursuant to this Agreement prior to deliver to the Transfer Facility, without the
925 express prior written authorization of the Contract Administrator.

926 6.12.2 Solid Waste Collected in CITY. CONTRACTOR shall not commingle
927 any Solid Waste, Collected pursuant to this Agreement, with any other material Collected by
928 CONTRACTOR inside or outside the CITY prior to delivery to the Transfer Facility unless
929 CONTRACTOR has provided written documentation, in a form that is satisfactory to the
930 Contract Administrator, explaining how the mixed material will be allocated to the
931 jurisdiction(s) of origin and CONTRACTOR has received express, written consent from the
932 Contract Administrator.

933 6.12.3 Recyclables. CONTRACTOR shall not commingle Recyclables
934 Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR
935 inside or outside the CITY prior to delivery to the Processing Facility unless CONTRACTOR
936 has provided written documentation, in a form that is satisfactory to the Contract
937 Administrator, explaining how the mixed material will be allocated to the jurisdiction(s) of

938 origin and CONTRACTOR has received express, written consent from the Contract
939 Administrator.

940 6.12.4 Compostable Materials. CONTRACTOR shall not commingle
941 Compostable Materials Collected pursuant to this Agreement, with any other material
942 Collected by CONTRACTOR inside or outside the CITY prior to delivery to the Processing
943 Facility unless CONTRACTOR has provided written documentation, in a form that is
944 satisfactory to the Contract Administrator, explaining how the mixed material will be allocated
945 to the jurisdiction(s) of origin and CONTRACTOR has received express, written consent from
946 the Contract Administrator.

947 6.12.5 Bulky Goods. CONTRACTOR shall not commingle Bulky Goods
948 Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR
949 inside or outside the CITY prior to delivery to the appropriate Processing Facility unless
950 CONTRACTOR has provided written documentation, in a form that is satisfactory to the
951 Contract Administrator, explaining how the mixed material will be allocated to the
952 jurisdiction(s) of origin and CONTRACTOR has received express, written consent from the
953 Contract Administrator.

954 6.12.6 Material Separation. Solid Waste, Compostable Materials,
955 Recyclables, Bulky Goods, E-Waste, Universal Waste, Construction and Demolition Debris,
956 Waste Oil and Waste Oil Filters shall not be mixed together in CONTRACTOR'S Collection
957 equipment. Each category of material Collected shall be kept separated according to type or
958 classification.

959 6.13 Spillage and Litter. The CONTRACTOR shall not litter premises in the process
960 of providing Collection Services or while its vehicles are on the road. The CONTRACTOR shall
961 transport all materials Collected under the terms of this Agreement in such a manner as to
962 prevent the spilling or blowing of such materials from the CONTRACTOR'S vehicle. The
963 CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services
964 so as to prevent spilling or dropping of Discarded Materials and shall immediately, at the time of
965 occurrence, clean up such spilled or dropped materials.

966 6.13.1 Litter Cleanup. CONTRACTOR is required to clean up litter whether or
967 not CONTRACTOR has caused the litter on a one-time basis and shall discuss the spillage
968 directly with the Customer responsible and shall report such instances to CITY.
969 CONTRACTOR shall work with the Customer to resolve the spillage problem.
970 CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within two (2)
971 hours of spilling or dropping any material or residue or within two (2) hours upon notice from
972 the Contract Administrator.

973 6.13.2 Damage to Public Streets. In the event where damage to public
974 streets within CITY is caused by a hydraulic oil spill, or a vehicle load fire which is dumped
975 onto the street for containment purposes, CONTRACTOR shall be responsible for all repairs
976 to return the street to the same condition it was in prior to the spill or fire. CONTRACTOR
977 shall also be responsible for all clean-up activities related to the spill or fire. Repairs and
978 clean-up shall be performed in a manner satisfactory to the Contract Administrator and at no
979 cost to CITY.

6.13.3 Oil, Other Vehicle Fluid Spills or Vehicle Load Fires. In the event of a vehicle load fire CONTRACTOR shall immediately contact first responders. CONTRACTOR is responsible for cleaning-up all oil, vehicle fluid spills, and/or materials resulting from the containment and extinguishment of a vehicle load fire immediately and must notify CITY within twenty-four (24) hours of each incident. Such notification shall be by email and shall contain at least the following information:

- 6.13.3.1 Location of incident;
- 6.13.3.2 What type of fluid was involved;
- 6.13.3.3 How much fluid was involved;
- 6.13.3.4 What clean-up measures were taken; and
- 6.13.3.5 Date and time of the incident and the completion of the clean-up.

6.13.4 All vehicles must carry an acceptable absorbent material to use in the event of incidents. Each Collection vehicle shall carry a broom and shovel at all times for this purpose. Repair for damages caused by oil, other vehicle fluid spills or fire incidents shall be at CONTRACTOR'S expense. CONTRACTOR will follow the incident procedures below:

- 6.13.4.1 Driver will determine the cause and source of incident;
- 6.13.4.2 Each driver or shop employee is responsible for having enough absorbent in their vehicle to contain or prevent any hydraulic fluid, oil, or other material from entering a storm drain or sewer and to clean up small spills as they occur;
- 6.13.4.3 Driver will contain or stop the leak and clean it up without endangering self;
- 6.13.4.4 Driver may extinguish the fire without endangering self prior to the arrival of the fire department;
- 6.13.4.5 Driver will immediately notify dispatch or supervisor;
- 6.13.4.6 Driver will not leave the incident until either a supervisor or incident response personnel arrive at the scene;
- 6.13.4.7 Driver will keep all people, cars, or other vehicles from walking or driving through the incident; and
- 6.13.4.8 Driver or incident response personnel shall use any measures necessary to ensure that no runoff from the debris ends up in the storm water system in accordance with BMP Guidelines for Non-Point Source Pollutants.

6.14 Care of Private Property. CONTRACTOR shall not damage private property, including private streets. CONTRACTOR shall ensure that its employees close all gates opened by CONTRACTOR, and avoid crossing landscaped areas and climbing or jumping over hedgers and fences. CITY shall refer complaints about damage to private property caused by CONTRACTOR'S employees to CONTRACTOR. CONTRACTOR shall be responsible for all repairs to return the private property, including private streets to the same condition the property was in prior to the damage.

1019 6.15 Care of Public Property. CONTRACTOR shall not damage public property within
1020 the CITY. CONTRACTOR shall be responsible for all repairs to return the public property to the
1021 same condition the property was in prior to the damage.

1022 6.16 Ownership of Materials. Title to Solid Waste, Recyclables, Compostable
1023 Materials, Bulky Goods, Waste Oil, Waste Oil Filters, E-Waste, Universal Waste, or
1024 Construction and Demolition Debris shall pass to CONTRACTOR at such time as said materials
1025 are placed in CONTRACTOR'S Collection Container and the Container is set out for Collection,
1026 or for those materials that are not required to be Containerized, at the time the materials are set
1027 out for Collection. Title to material Collected as part of CITY requested CITY Clean-up Service
1028 or CITY Special Collection Service shall pass to CONTRACTOR at the time the material is
1029 placed in the Roll-Off Box or other Collection vehicle or Container approved for use at the event.

1030 6.17 Hazardous Waste. Under no circumstances shall CONTRACTOR'S employees
1031 knowingly Collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous
1032 Waste, from a Collection Container. If CONTRACTOR determines that material placed in any
1033 Container for Collection is Hazardous Waste, or other material that may not legally be accepted
1034 at the Transfer Station or one of the processing facilities, or presents a hazard to
1035 CONTRACTOR'S employees, CONTRACTOR shall have the right to refuse to accept such
1036 material. The generator shall be contacted by CONTRACTOR and requested to arrange for
1037 proper Disposal Service. If the generator cannot be reached immediately, CONTRACTOR
1038 shall, before leaving the premises, leave a Non-Collection Notice, which indicates the reason for
1039 refusing to Collect the material.

1040 6.17.1 If Hazardous Waste is found in a Collection Container that poses an
1041 imminent danger to people or property, CONTRACTOR shall immediately notify the Alameda
1042 County Fire Department. CONTRACTOR shall immediately notify CITY of any Hazardous
1043 Waste that has been identified.

1044 6.17.2 If Hazardous Waste is identified at the time of delivery to the Transfer
1045 Station, or one of the processing facilities and the generator cannot be identified,
1046 CONTRACTOR shall be solely responsible for handling and arranging transport and
1047 disposition of the Hazardous Waste.

1048 6.18 Regulations and Record Keeping. CONTRACTOR shall comply with emergency
1049 notification procedures required by applicable laws and regulatory requirements. All records
1050 required by regulations shall be maintained at CONTRACTOR'S facility. These records shall
1051 include waste manifests, waste inventories, waste characterization records, inspection records,
1052 incident reports, and training records.

1053 6.19 Transition. CONTRACTOR understands and agrees that the time between the
1054 formal Agreement signing and February 1, 2011 is intended to provide the CONTRACTOR with
1055 ample and sufficient time to, among other things, order equipment, prepare necessary routing
1056 schedules and route maps, obtain any permits and licenses, establish/build facilities, and begin
1057 the public awareness campaign as part of the CONTRACTOR'S transition program as specified
1058 in Exhibit 7 which is attached to and included in this Agreement. CONTRACTOR shall specify
1059 in Exhibit 7 the delivery schedule for new Collection vehicles to be utilized in performing
1060 Collection Services under this Agreement. CONTRACTOR shall be responsible for the

provision of all Collection Services beginning February 1, 2011, except that new Collection vehicles will be provided in the timeframe set forth in Exhibit 7.

ARTICLE 7. SFD Collection Services

7.01 SFD Collection Services. These services shall be governed by the following terms and conditions:

7.01.1 Conditions of Service. CONTRACTOR shall provide SFD Collection Service to all SFD Customers in the Service Area whose Solid Waste is properly Containerized in Carts, except as set forth in Section 7.06, Recyclables are properly Containerized in Carts, except as set forth in Section 7.07; and Compostable Materials are properly Containerized in Carts except as set forth in Section 7.08; where the Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

7.02 Non-Subscription Backyard Service. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide Backyard Service Collection of Solid Waste, Recyclables, and Compostable Materials to a SFD Customer if the Customers residing therein are disabled due to age or infirmity and are unable to place their Solid Waste, Recyclables, and Compostable Materials Carts at the curb for Collection and if a request for Backyard Service has been made to, and approved by, CONTRACTOR in the manner required by CITY. No additional monies shall be due to CONTRACTOR for the provision of non-Subscription Backyard Service.

7.03 Subscription Backyard Service. CONTRACTOR shall provide Backyard Service Collection of Solid Waste, Recyclables, and Compostable Material to a SFD Customer if requested by the Customer for their convenience. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1 for subscription Backyard Service.

7.03.1 Collection Day. CONTRACTOR shall provide Backyard Collection Service on the same Work Day that curbside Collection would otherwise be provided to the SFD Customer.

7.04 Frequency and Scheduling of Service. Except as set forth in Section 7.09, SFD Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Customer receives SFD Solid Waste Collection Service, SFD Recyclables Collection Service, SFD Compostable Material Collection Service, and SFD Waste Oil Service on the same Work Day.

7.05 Non-Collection. Except as set forth in Sections 7.06, 7.07 and 7.08 CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Compostable Material that is not placed in a Roll-out Cart. In the event of non-collection, CONTRACTOR shall affix to the cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

7.06 Solid Waste Overages. CONTRACTOR shall Collect Solid Waste overage to the extent the overage is set out by the Customer using a Bag-it Bag.

1102 7.07 Recycling Overages. In the event the Recycling Cart is full, flattened corrugated
1103 cardboard of a size not exceeding four feet by four feet (4' x 4') may be placed beside the
1104 Recycling Cart for Collection.

1105 7.08 Household Battery Collection. CONTRACTOR shall Collect household batteries
1106 that are contained in a Customer provided sealed heavy-duty plastic bag and placed on the top
1107 of the Recycling Cart as part of SFD Recyclables Collection Service.

1108 7.09 Holiday Tree Collection. Annually, CONTRACTOR shall Collect holiday trees
1109 from all SFD Customers. CONTRACTOR'S Collection of holiday trees shall commence January
1110 1, and end on the last regularly scheduled Collection day of January for each specific route.
1111 Holiday trees shall be Collected that have been placed within three (3) feet of the curb, swale,
1112 paved surface of the public roadway, closest accessible roadway, or other such location agreed
1113 to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to
1114 CONTRACTOR'S Collection crew and vehicle on the Customer's regular Collection day.
1115 Holiday tree Collection services shall be provided at no additional cost to CITY or the Customer.

1116 7.09.1 Diversion. Except as set forth in Section 7.09.2 below, holiday trees
1117 shall be used to produce mulch or compost product or diverted from landfill Disposal in an
1118 alternative manner to count as diversion in accordance with AB 939 with the exception that
1119 holiday trees may not be used for ADC without prior written approval from CITY.

1120 7.09.2 Contaminated Holiday Trees. Holiday trees that are flocked, contain
1121 tinsel or other decorations, or are attached to a tree stand shall be Collected but may be
1122 delivered to the Transfer Station for Disposal at the discretion of CONTRACTOR.

1123 7.10 SFD Bulky Goods Service. This service will be governed by the following terms
1124 and conditions:

1125 7.10.1 Conditions of Service. CONTRACTOR shall provide SFD Bulky Goods
1126 Service to all SFD Customers in the Service Area whose Bulky Goods have been placed
1127 within three (3) feet of the curb, swale, paved surface of the public roadway, closest
1128 accessible roadway, or other such location agreed to by the CONTRACTOR and Customer,
1129 that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and
1130 vehicle. The Customer shall be limited to those materials and amounts agreed to between
1131 CITY and CONTRACTOR. Accordingly CONTRACTOR shall be compensated for the cost of
1132 Collecting Bulky Goods in excess of this limitation in accordance with the "Additional Bulky
1133 Goods Collection" service rate as set by CITY and as may be adjusted under the terms of
1134 this Agreement. CONTRACTOR'S website and other public information materials shall
1135 provide lists of acceptable materials and instructions for setting out the Bulky Goods.

1136 7.10.2 On-Call Bulky Goods Service. Beginning February 1, 2011,
1137 CONTRACTOR, when requested by Customer shall provide services to each SFD Customer
1138 for one (1) on-call Bulky Goods cleanup each full calendar year during the term of this
1139 Agreement by arrangement between CONTRACTOR and the Customer. Collection of Bulky
1140 Goods shall be scheduled within one (1) week of the request for service, unless the
1141 Customer requests a later date.

1142 7.10.3 Annual Neighborhood Bulky Goods Event. Beginning April, 2011, and
1143 annually thereafter in April of each year, CONTRACTOR shall provide SFD Customers with

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one (1) neighborhood Bulky Goods cleanup event. CONTRACTOR shall schedule the event on a "neighborhood" basis, subject to approval by the Contract Administrator, in such a manner that all SFD Customers in each "neighborhood" receive the service on the same day. No later than thirty (30) days prior to the Collection event, CONTRACTOR shall provide each SFD Customer with information that provides guidelines for the event, lists of acceptable materials and instructions for setting out the Bulky Goods.

7.10.4 Non-Collection. In the event of non-collection CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly Disposed of and shall maintain a copy of such notice during the term of this Agreement. CONTRACTOR shall not be required to Collect the following items as part of SFD Bulky Goods Service:

7.10.4.1 Any single item that cannot be handled by two (2) people or weighs in excess of seventy-five (75) pounds (except for Recyclable items or furniture);

7.10.4.2 Hazardous Waste, including anti-freeze;

7.10.4.3 concrete,

7.10.4.4 dirt; or

7.10.4.5 more than four (4) automobile tires from any SFD Customer per Collection.

7.11 SFD Waste Oil Service. This service will be governed by the following terms and conditions:

7.11.1 Conditions of Service. Upon request CONTRACTOR shall provide SFD Waste Oil Service to all SFD Customers in the Service Area utilizing Waste Oil Containers for the accumulation and set-out of their Waste Oil, and Waste Oil Filter Containers for the accumulation and set out of their Waste Oil Filters where the Waste Oil Containers and Waste Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR, CITY and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

7.11.2 Non-Collection. CONTRACTOR shall not be required to Collect material placed in Waste Oil or Waste Oil Filter Containers unless the material is Waste Oil or Waste Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-collection, CONTRACTOR shall affix to the Waste Oil or Waste Oil Filter Container a Non-Collection Notice explaining why Collection was not made and maintain a copy of such notice during the term of this Agreement. Prior to the end of each Work Day, CONTRACTOR shall notify the Contract Administrator, either by Fax or email, of any non-collection occurrences. If non-collection is because the Waste Oil or Filter was placed in an improper container, CONTRACTOR shall also leave Waste Oil Containers in a number sufficient to contain the Waste Oil set out, but not exceeding sixteen (16) quarts along with the Non-Collection Notice.

7.11.3 Spillage. CONTRACTOR shall carry oil absorbent material on all Waste Oil Collection vehicles and shall cleanup any Waste Oil that spills during Collection, which has leaked from the Waste Oil or Waste Oil Filter Container, or which spills or leaks during the time the Waste Oil or Waste Oil Filter is in the Collection vehicle.

7.11.4 Waste Oil Containers. Within seven (7) Work Days of receipt of a verbal request of CITY or a Customer, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the SFD Customer at their residence with Waste Oil Containers in the number requested by CITY or the Customer but not exceeding a number sufficient to hold sixteen (16) quarts of Waste Oil.

7.11.4.1 At the time CONTRACTOR Collects Waste Oil from a SFD Customer, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Waste Oil Container for each Waste Oil Container Collected. CONTRACTOR shall keep the outside of all Waste Oil Containers clean and may re-use the Waste Oil Containers until the condition of the Waste Oil Container makes it inappropriate for re-use.

ARTICLE 8. MFD Collection Services

8.01 Emery Bay Village. MFD Collection Services for Emery Bay Village Customers will be governed by the following terms and conditions:

8.01.1 Basic Services. CONTRACTOR shall provide Backyard Solid Waste Collection Service, using customer provided thirty (30) or forty-five (45) gallon cans, centralized MFD Recyclables Collection Service, centralized Compostable Materials Collection Service, and MFD Bulky Goods Service to all MFD Customers in the Emery Bay Village Association. CONTRACTOR agrees that the level of service and Collection requirements will be considered "curbside" service for the purpose of billing.

8.01.2 Frequency of Service. Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 6.07 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the can, or Bin and the frequency (above the minimum) of Collection shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, or Compostable Materials need be placed outside the can, or Bin on a regular basis.

8.01.3 Accessibility. CONTRACTOR shall Collect all cans or Bins that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of MFD Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the cans or Bins from their storage location for Collection and returning the cans or Bins to the place of pick-up.

8.01.3.1 The CONTRACTOR may notify the Contract Administrator daily, either by Fax or email, of all situations that prevent or hinder Collection from any MFD Customer.

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8.01.4 Non-Collection. CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Compostable Materials that are not placed in a can or Bin unless such Solid Waste, Recyclables, or Compostable Materials is outside the can or Bin as a result of overflow. In the event of non-collection, CONTRACTOR shall affix to the can or Bin a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain copies of the Non-Collection Notice during the term of this Agreement.

8.01.5 Overflow. The first time that a MFD Customer does not discard Solid Waste, Recyclables or Compostable Materials inside a can or Bin, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place all materials in a can or Bin; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside cans or Bins again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the rate schedule set forth in Exhibit 1.

8.01.5.1 The second time, and each time thereafter, that a MFD Customer does not discard Solid Waste, Recyclables or Compostable Material inside a can or Bin CONTRACTOR will Collect the can or Bin and the un-containerized material and will charge the un-containerized surcharge listed on the rate schedule set forth in Exhibit 1.

8.01.6 Household Battery Collection. CONTRACTOR shall provide Customer with Batteryfracker" mail back boxes for the Collection of household batteries.

8.01.7 Holiday Tree Collection. Annually, CONTRACTOR shall Collect holiday trees from all Emery Bay Village MFD Customers. CONTRACTOR shall offer to Collect holiday trees curbside, from Roll-Off Boxes, or by such other Collection venue that is mutually agreed to between CITY, Customer and CONTRACTOR. CONTRACTOR'S Collection of holiday trees shall commence January 1, and end on the last regularly scheduled Collection day of January for each specific route. Holiday trees shall be Collected on the Customer's regular Collection day. Holiday tree Collection services shall be provided at no additional cost to CITY or the Customer.

8.01.7.1 Diversion. Except as set forth in Section 8.01.7.2 below, Holiday trees shall be used to produce mulch or compost product or diverted from landfill disposal in an alternative manner to count as diversion in accordance with AB 939 with the exception that holiday trees may not be used for ADC without prior written approval from CITY.

8.01.7.2 Contaminated Holiday Trees. Holiday trees that are flocked, contain tinsel or other decorations, or are attached to a tree stand shall be Collected but may be delivered to the Transfer Station for Disposal at the discretion of CONTRACTOR.

8.01.8 MFD Bulky Goods Service. CONTRACTOR shall provide MFD Bulky Goods Service to all Dwelling Units in the Emery Bay Village complex whose Bulky Goods have been placed in Bins, Roll-Off Boxes or within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR, HOA manager and Customer, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle. The Customer shall be limited to those materials and amounts agreed to between CITY and CONTRACTOR. Accordingly CONTRACTOR shall be compensated for the cost of Collecting Bulky Goods in excess of this limitation in accordance with the "Additional Bulky Goods Collection" service

rate as set by CITY and as may be adjusted under the terms of this Agreement. CONTRACTOR'S website and other public information materials shall provide lists of acceptable materials and instructions for setting out the Bulky Goods.

8.01.8.1 MFD On-Call Bulky Goods Service. Beginning January 1, 2011, and annually thereafter, CONTRACTOR, when requested by the Customer or the HOA manager, shall provide up to the equivalent of one (1) MFD On-Call Bulky Goods Service cleanup to each Dwelling Unit in the Emery Bay Village complex in a manner agreed to between the CONTRACTOR, the HOA manager and the Customer. Each Collection shall be scheduled within one (1) week of the request for service unless a later date is requested.

8.01.8.2 Annual Neighborhood Bulky Goods Event. Beginning April, 2011, and annually thereafter in April of each year, CONTRACTOR shall provide MFD Customers in the Emery Bay Village complex with one (1) neighborhood Bulky Goods cleanup event. No later than thirty (30) days prior to the Collection event, CONTRACTOR shall provide each Dwelling Unit with information that provides guidelines for the event, lists of acceptable materials and instructions for setting out the Bulky Goods.

8.01.9 Non-Collection. In the event of non-collection CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly disposed of and shall maintain a copy of such notice during the term of this Agreement. CONTRACTOR, shall not be required to Collect the following items as part of MFD Bulky Goods Collection service:

8.01.9.1 Any single item that cannot be handled by two (2) people or weighs in excess of seventy-five (75) pounds (except for Recyclable items or furniture);

8.01.9.2 Hazardous Waste, including anti-freeze;

8.01.9.3 concrete,

8.01.9.4 dirt; or

8.01.9.5 more than a total of four (4) automobile tires from each Dwelling Unit per Collection.

8.02 MFD Customers in SFD Neighborhoods. MFD Collection Services for MFD Customers in SFD Neighborhoods as set forth in Exhibit 8 will be governed by the following terms and conditions:

8.02.1 CONTRACTOR shall provide MFD Solid Waste Collection Service, MFD Recyclables Collection Service, including the MFD Compostable Materials Collection Service, and MFD Bulky Goods Service to all MFD Customers in the SFD neighborhood areas whose Solid Waste, Recyclables, and Compostable Materials are properly Containerized in Carts, Bins or Roll-Off Boxes as appropriate where the Carts, Bins, or Roll-Off Boxes are accessible as set forth in Section 8.02.3.

8.02.2 Frequency of Service. Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 6.07 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Cart, Bin or Roll-Off

Box and the frequency (above the minimum) of Collection shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, or Compostable Materials need be placed outside the Cart, Bin or Roll-Off Box on a regular basis.

8.02.3 Accessibility. CONTRACTOR shall Collect all Carts, Bins or Roll-Off Boxes that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of MFD Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Carts or Bins from their storage location for Collection and returning the Carts or Bins to the place of pick-up.

8.02.3.1 The CONTRACTOR may notify the Contract Administrator daily, either by Fax or email, of all situations that prevent or hinder Collection from any MFD Customer.

8.02.4 Recycling Overages. In the event the Recycling Cart is full, flattened corrugated cardboard of a size not exceeding four feet by four feet (4' x 4') may be placed beside the Recycling Cart for Collection.

8.02.5 Non-Collection. CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Compostable Materials that are not placed in a Cart, Bin or Roll-Off Box unless such Solid Waste, Recyclables, or Compostable Materials is outside the Cart, Bin or Roll-Off Box as a result of overflow. In the event of non-collection, CONTRACTOR shall affix to the Cart, Bin or Roll-Off Box a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain copies of the Non-Collection Notice during the term of this Agreement.

8.02.6 Overflow. The first time that a MFD Customer does not discard Solid Waste, Recyclables or Compostable Materials inside a Cart, Bin or Roll-Off Box, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place all materials in a Cart, Bin or Roll-Off Box; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside the Cart, Bin or Roll-Off Box again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the rate schedule set forth in Exhibit 1.

8.02.6.1 The second time, and each time thereafter, that a MFD Customer does not discard Solid Waste, Recyclables or Compostable Material inside a Cart, Bin or Roll-Off Box, CONTRACTOR will Collect the Cart, Bin or Roll-Off Box and the un-containerized material and will charge the un-containerized surcharge listed on the rate schedule set forth in Exhibit 1.

8.02.7 Household Battery Collection. CONTRACTOR shall Collect household batteries that are contained in a Customer supplied sealed heavy-duty plastic bag and placed on the top of the Recycling Cart, for those Customers using Carts for the accumulation and Collection of their Recyclables. CONTRACTOR shall provide Customers using Bins or Roll-Off boxes for the accumulation and Collection of their Recyclables with Battery'Fracker" mail back boxes as part of MFD Recyclables Collection Service.

1351 8.02.8 Holiday Tree Collection. Annually, CONTRACTOR shall Collect
1352 holiday trees from all MFD Customers. CONTRACTOR shall offer to Collect holiday trees
1353 curbside, from Roll-Off Boxes, or by such other Collection venue that is mutually agreed to
1354 between CITY, Customer and CONTRACTOR. CONTRACTOR'S Collection of holiday trees
1355 shall commence January 1, and end on the last regularly scheduled Collection day of
1356 January for each specific route. Holiday trees shall be Collected on the Customer's regular
1357 Collection day. Holiday tree Collection services shall be provided at no additional cost to
1358 CITY or the Customer.

1359 8.02.8.1 Diversion. Except as set forth in Section 8.02.8.2 below,
1360 Holiday trees shall be used to produce mulch or compost product or diverted from landfill
1361 disposal in an alternative manner to count as diversion in accordance with AB 939 with the
1362 exception that holiday trees may not be used for ADC without prior written approval from CITY.

1363 8.02.8.2 Contaminated Holiday Trees. Holiday trees that are
1364 flocked, contain tinsel or other decorations, or are attached to a tree stand shall be Collected but
1365 may be delivered to the Transfer Station for Disposal at the discretion of CONTRACTOR.

1366 8.02.9 MFD Bulky Goods Service. CONTRACTOR shall provide MFD Bulky
1367 Goods Service to all MFD Complex in SFD neighborhoods whose Bulky Goods have been
1368 placed in Bins, Roll-Off Boxes or within three (3) feet of the curb, swale, paved surface of the
1369 public roadway, closest accessible roadway, or other such location agreed to by the
1370 CONTRACTOR and Customer, that will provide safe and efficient accessibility to the
1371 CONTRACTOR'S Collection crew and vehicle. CONTRACTOR'S website and other public
1372 information materials shall provide lists of acceptable materials and instructions for setting
1373 out the Bulky Goods.

1374 8.02.9.1 MFD On-Call Bulky Goods Service. Beginning January 1,
1375 2011 and annually during the term of this Agreement, CONTRACTOR, when requested by the
1376 MFD complex management, shall provide one (1) MFD On-Call Bulky Goods Service cleanup to
1377 each MFD complex in SFD neighborhoods in a manner agreed to between the CONTRACTOR
1378 and the MFD complex management. Each Collection shall be limited to thirty (30) cubic yards
1379 and one (1) flat-bed truck load. Collection of Bulky Goods shall be scheduled within one (1)
1380 week of the request for service unless a later date is requested. Accordingly CONTRACTOR
1381 shall be compensated for the cost of Collecting Bulky Goods in excess of this limitation in
1382 accordance with the "Additional Bulky Goods Collection" service rate as set by CITY and as
1383 may be adjusted under the terms of this Agreement. CONTRACTOR'S website shall provide
1384 lists of acceptable materials and instructions for setting out the Bulky Goods.

1385 8.02.9.2 Annual Neighborhood Bulky Goods Event. Beginning
1386 January 1, 2011, and annually thereafter during the term of this Agreement at a time mutually
1387 agreed to between CITY and CONTRACTOR, CONTRACTOR shall provide MFD Customers in
1388 SFD neighborhoods with one (1) neighborhood Bulky Goods cleanup event. CONTRACTOR
1389 shall schedule the event on a "neighborhood" basis, subject to approval by the Contract
1390 Administrator, in such a manner that all MFD complexes in each "neighborhood" receive the
1391 service on the same day. No later than thirty (30) days prior to the Collection event,
1392 CONTRACTOR shall provide each MFD complex with information that provides guidelines for
1393 the event, lists of acceptable materials and instructions for setting out the Bulky Goods.

1394 8.02.10 Non-Collection. In the event of non-collection CONTRACTOR
1395 shall affix to the item a Non-Collection Notice explaining why Collection was not made and
1396 how the item may be properly disposed of and shall maintain a copy of such notice during the
1397 term of this Agreement. CONTRACTOR, shall not be required to Collect the following items
1398 as part of MFD Bulky Goods Collection service:

1399 8.02.10.1 Any single item that cannot be handled by two (2) people
1400 or weighs in excess of seventy-five (75) pounds (except for Recyclable items or furniture);

1401 8.02.10.2 Hazardous Waste; including anti-freeze;

1402 8.02.10.3 concrete,

1403 8.02.10.4 dirt; or

1404 8.02.10.5 more than a total of four (4) automobile tires from each
1405 MFD Dwelling Unit per Collection.

1406 8.02.11 MFD Waste Oil Service. The CONTRACTOR shall provide MFD
1407 Waste Oil Service to all participating MFD complexes in the SFD neighborhood areas that
1408 receive MFD Recycling Collection Service using Carts and that utilize Waste Oil Containers
1409 for the accumulation and set out of their Waste Oil, and Waste Oil Filter Containers for the
1410 accumulation and set out of their Waste Oil Filters. Waste Oil Containers and Waste Oil
1411 Filter Containers shall either be placed next to the Cart or at a location that has been agreed
1412 to by the CONTRACTOR, and management of the MFD complex that will provide safe and
1413 efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

1414 8.02.12 Frequency of Service. This service shall be provided once every
1415 week on a scheduled route basis on the same Work Day as MFD Solid Waste, Recyclables,
1416 or Compostable Materials Collection Service. However, in those instances where the
1417 scheduled Collection day falls on a holiday as set forth in Section 6.07 herein, the Collection
1418 day may be adjusted in a manner agreed to between the MFD complex management and
1419 CONTRACTOR as long as service is received a minimum of one (1) time per week.

1420 8.02.13 Non-Collection. CONTRACTOR shall not be required to Collect
1421 material placed in Waste Oil or Waste Oil Filter Containers unless the material is Waste Oil or
1422 Waste Oil Filters, as appropriate, and is free of contamination other than contamination
1423 normally expected to be present as a result of the use, storage or spillage of the oil or filter.
1424 In the event of non-collection, CONTRACTOR shall affix to the Waste Oil or Waste Oil Filter
1425 Container a Non-Collection Notice explaining why Collection was not made. Prior to the end
1426 of the Work Day, CONTRACTOR shall notify the Contract Administrator, either by Fax or
1427 email, of any non-collection occurrences. If non-collection is because the Waste Oil or Filter
1428 was placed in an improper Container, CONTRACTOR shall also leave Waste Oil Containers
1429 in a number sufficient to contain the Waste Oil set out, but not exceeding sixteen (16) quarts
1430 per Dwelling Unit, along with the Non-Collection Notice.

1431 8.02.14 Spillage. CONTRACTOR shall carry oil absorbent material on all
1432 Waste Oil Collection vehicles and shall cleanup any Waste Oil that spills during Collection,
1433 which has leaked from the Waste Oil or Waste Oil Filter Container, or which spills or leaks
1434 during the time the Waste Oil or Waste Oil Filter is in the Collection vehicle.

1435 8.02.15 Waste Oil Containers. Within seven (7) Work Days of receipt of
1436 request for Waste Oil Collection Services, CONTRACTOR shall, at CONTRACTOR'S sole
1437 cost and expense, provide management of the MFD complex with a sufficient number of
1438 Waste Oil Containers.

1439 8.02.15.1 At the time CONTRACTOR Collects Waste Oil from a MFD
1440 complex, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the
1441 complex one (1) Waste Oil Container for each Waste Oil Container Collected. CONTRACTOR
1442 shall keep the outside of all Waste Oil Containers clean and may re-use the Containers until the
1443 condition of the Container makes it inappropriate for re-use.

1444 8.03 Other MFD Customers. Except as set forth in Sections 8.01 and 8.02 above
1445 MFD Collection Services for MFD Customers in the Service Area will be governed by the
1446 following terms and conditions:

1447 8.03.1 Conditions of Service. CONTRACTOR shall provide MFD Solid Waste
1448 Collection Service, MFD Recyclables Collection Service, MFD Compostable Materials
1449 Collection Service, and MFD Bulky Goods Service to all MFD Customers in the Service Area
1450 whose Solid Waste, Recyclables, and Compostable Materials are properly Containerized in
1451 Carts, Bins or Roll-Off Boxes as appropriate where the Carts, Bins, or Roll-Off Boxes are
1452 accessible as set forth in Section 8.03.3.

1453 8.03.2 Frequency of Service. Each service shall be provided at least once
1454 every week on a scheduled route basis. However, in those instances where the scheduled
1455 Collection day falls on a holiday as set forth in Section 6.07 herein, the Collection day may be
1456 adjusted in a manner agreed to between the Customer and CONTRACTOR as long as
1457 service is received a minimum of one (1) time per week. The size of the Cart, Bin or Roll-Off
1458 Box and the frequency (above the minimum) of Collection shall be determined between the
1459 Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide
1460 that no Solid Waste, Recyclables, or Compostable Materials need be placed outside the Cart,
1461 Bin or Roll-Off Box on a regular basis.

1462 8.03.3 Accessibility. CONTRACTOR shall Collect all Carts, Bins or Roll-Off
1463 Boxes that are readily accessible to the CONTRACTOR'S crew and vehicles and not
1464 blocked. However, CONTRACTOR shall provide "push services" as necessary during the
1465 provision of MFD Collection Services. Push services shall include, but not be limited to,
1466 dismounting from the Collection vehicle, moving the Carts or Bins from their storage location
1467 for Collection and returning the Carts or Bins to the place of pick-up.

1468 8.03.3.1 The CONTRACTOR may notify the Contract Administrator
1469 daily, either by Fax or email, of all situations that prevent or hinder Collection from any MFD
1470 Customer.

1471 8.03.4 Recycling Overages. In the event the Recycling Cart is full, flattened
1472 corrugated cardboard of a size not exceeding four feet by four feet (4' x 4') may be placed
1473 beside the Recycling Cart for Collection.

1474 8.03.5 Non-Collection. CONTRACTOR shall not be required to Collect any
1475 Solid Waste, Recyclables, or Compostable Materials that are not placed in a Bin or Cart
1476 unless such Solid Waste, Recyclables, or Compostable Materials is outside the Bin or Cart

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as a result of overflow. In the event of non-collection, CONTRACTOR shall affix to the Bin or Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain copies of the Non-Collection Notice during the term of this Agreement.

8.03.6 Overflow. The first time that a MFD Customer does not discard Solid Waste, Recyclables or Compostable Materials inside a Bin or Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place all materials in a Bin or Cart; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Bins or Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the rate schedule set forth in Exhibit 1.

8.03.6.1 The second time, and each time thereafter, that a MFD Customer does not discard Solid Waste, Recyclables or Compostable Material inside a Bin or Cart, CONTRACTOR will Collect the Bin or Cart and the un-containerized material and will charge the un-containerized surcharge listed on the rate schedule set forth in Exhibit 1.

8.03.7 Household Battery Collection. CONTRACTOR shall Collect household batteries that are contained in a Customer supplied sealed heavy-duty plastic bag and placed on the top of the Recycling Cart, for those Customers using Carts for the accumulation and Collection of their Recyclables. CONTRACTOR shall provide Customers using Bins or Roll-Off boxes for the accumulation and Collection of their Recyclables with Battery"Tracker" mail back boxes as part of MFD Recyclables Collection Service.

8.03.8. Holiday Tree Collection. Annually, CONTRACTOR shall Collect holiday trees from all MFD Customers. CONTRACTOR shall offer to Collect holiday trees curbside or, for MFD complexes with more than one hundred (100) units, from Roll-Off Boxes, or for all MFD Customers by such other Collection venue that is mutually agreed to between CITY, Customer and CONTRACTOR. CONTRACTOR'S Collection of holiday trees shall commence January 1, and end on the last regularly scheduled Collection day of January for each specific route. Holiday trees shall be Collected on the Customer's regular Collection day. Holiday tree Collection services shall be provided at no additional cost to CITY or the Customer.

8.03.8.1 Diversion. Except as set forth in Section 8.03.8.2 below, Holiday trees shall be used to produce mulch or compost product or diverted from landfill disposal in an alternative manner to count as diversion in accordance with AB 939 with the exception that holiday trees may not be used for ADC without prior written approval from CITY.

8.03.8.2 Contaminated Holiday Trees. Holiday trees that are flocked, contain tinsel or other decorations, or are attached to a tree stand shall be Collected but may be delivered to the Transfer Station for Disposal at the discretion of CONTRACTOR.

8.03.9 MFD Bulky Goods Service. The CONTRACTOR shall provide MFD Bulky Goods Service to all MFD complexes in the Service Area in a manner agreed to between the CONTRACTOR and the MFD complex management on an on-call basis. For large complexes (over 500 Dwelling Units), Collection shall be limited to four (4) Collection events per year. For all other complexes (less than 500 Dwelling Units), Collection shall be limited to two (2) Collection events per year. Each Collection event shall be limited to thirty (30) cubic yards and one (1) flat-bed truck load. Collection of Bulky Goods shall be

1520 scheduled within one (1) week of the request for service unless a later date is requested.
1521 Accordingly CONTRACTOR shall be compensated for the cost of Collecting Bulky Goods in
1522 excess of this limitation in accordance with the "Additional Bulky Goods Collection" service
1523 rate as set by CITY and as may be adjusted under the terms of this Agreement.
1524 CONTRACTOR'S website shall provide lists of acceptable materials and instructions for
1525 setting out the Bulky Goods.

1526 8.03.10 Non-Collection. In the event of non-collection CONTRACTOR
1527 shall affix to the item a Non-Collection Notice explaining why Collection was not made and
1528 how the item may be properly disposed of and shall maintain a copy of such notice during the
1529 term of this Agreement. CONTRACTOR, shall not be required to Collect the following items
1530 as part of MFD Bulky Goods Collection service:

1531 8.03.10.1 Any single item that cannot be handled by two (2) people
1532 or weighs in excess of seventy-five (75) pounds (except for Recyclable items or furniture);

1533 8.03.10.2 Hazardous Waste, including anti-freeze;

1534 8.03.10.3 concrete,

1535 8.03.10.4 dirt; or

1536 8.03.10.5 more than a total of four (4) automobile tires from each
1537 MFD Dwelling Unit per Collection.

1538 8.04 Recycling Assessment. During calendar year 2011, CONTRACTOR shall visit
1539 each MFD complex which does not receive MFD Recyclables Collection Service or which
1540 contains twenty (20) or more Dwelling Units to perform a recycling site assessment. Beginning
1541 January 1, 2012 CONTRACTOR shall visit each MFD complex which does not receive MFD
1542 Recyclables Collection Service or which contains twenty (20) or more Dwelling Units at least
1543 once every two (2) years. The assessment schedule shall be coordinated with the Contract
1544 Administrator. As part of the assessment, CONTRACTOR shall meet with the property
1545 manager to review level of service and to discuss recycling opportunities. The results of each
1546 visit shall be documented and reported in the annual report to CITY.

1547 **ARTICLE 9. Commercial Collection Services**

1548 9.01 Commercial Collection Services. These services will be governed by the
1549 following terms and conditions:

1550 9.01.1 Commercial Solid Waste Collection Service. CONTRACTOR shall
1551 provide Commercial Solid Waste Collection Service to all Commercial Customers in the
1552 Service Area whose Solid Waste, is properly containerized in Bins, Carts or Compactors,
1553 Roll-Off Boxes and where the Bins, Carts, Compactors or Roll-Off Boxes are accessible as
1554 set forth in Section 9.03.

1555 9.01.2 Commercial Compostable Materials Collection Service.
1556 CONTRACTOR shall provide Commercial Compostable Materials Collection Service to all
1557 Commercial Customers in the Service Area subscribing to such service whose Compostable
1558 Materials are properly containerized in Bins or Carts as appropriate and where the Bins and
1559 Carts are accessible as set forth in Section 9.03.

1560 9.01.2.1 Compostable Materials Collection Days. CONTRACTOR
1561 shall allow Commercial Compostable Materials Collection Service Customers to schedule
1562 Collection on the Work Day or Work Days that will allow the Customer to maximize diversion.

1563 9.01.3 Commercial Recyclables Collection Service. CONTRACTOR shall
1564 provide Commercial Recyclables Collection Service to all Commercial Customers in the
1565 Service Area subscribing to such service who's Recyclables are properly containerized in
1566 Bins or Carts as appropriate and where the Bins and Carts are accessible as set forth in
1567 Section 9.03.

1568 9.01.3.1 Recyclable Collection Days. CONTRACTOR shall allow
1569 Commercial Recyclables Collection Service Customers to schedule Collection on the Work Day
1570 or Work Days that will allow the Customer to maximize diversion.

1571 9.01.4 Small Business Recyclable and Compostable Materials.
1572 CONTRACTOR shall provide Small Business Customers with up to one (1) cubic yard of
1573 capacity for Recyclables Collection and sixty-four (64) gallons of capacity for Compostable
1574 Materials Collection, or some combination thereof as requested by the Customer at no
1575 additional charge to the Customer. Such capacity shall be provided, using a one (1) cubic
1576 yard Bin and a combination of Carts, or a combination of Carts at the sole discretion of the
1577 Customer. Total Recyclables and Compostable Materials capacity shall not exceed two
1578 hundred sixty-four (264) gallons unless additional capacity is subscribed to by the Small
1579 Business Customer.

1580 9.01.5 Small Business Household Battery Collection. CONTRACTOR shall
1581 Collect household batteries, from Small Business Customers who utilize a Cart for Recycling,
1582 when the household batteries are contained in a Customer provided sealed heavy-duty
1583 plastic bag and placed on the top of the Recycling Cart.

1584 9.02 Frequency of Service. Each service which utilizes a Cart or Bin shall be provided
1585 at least once every week on a scheduled route basis. If a Collection service is provided which
1586 utilizes a Roll-Off Box or Compactor and such service does not include the Collection of
1587 putrescible material the service may be provided less than once per week on a scheduled route
1588 basis or on an "on-call" basis in which case CONTRACTOR shall be required to provide service
1589 no later than the end of the next Work Day. However, in those instances where the scheduled
1590 Collection day falls on a holiday as set forth in Section 6.07 herein, the Collection day may be
1591 adjusted in a manner agreed to between the Customer and CONTRACTOR. The size of the
1592 Cart, Bin, Roll-Off Box or Compactor and the frequency (above the minimum) of Collection shall
1593 be determined between the Customer and the CONTRACTOR. However, size and frequency
1594 shall be sufficient to provide that no Solid Waste or Recyclables need be placed outside the
1595 Container on a regular basis and that no Compostable Materials be placed outside the
1596 Container at any time.

1597 9.03 Accessibility. CONTRACTOR shall Collect all Containers that are readily
1598 accessible to CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR
1599 shall provide "push services" as necessary during the provision of Commercial Collection
1600 Services. Push services shall include, but not be limited to, dismounting from the Collection
1601 vehicle, moving the Bins or Carts from their storage location for Collection and returning the
1602 Bins or Carts to the proper placement in their storage location.

9.03.1 CONTRACTOR may notify the Contract Administrator daily, by Fax and email, of all situations that prevent or hinder Collection from any Commercial Customer, unless otherwise directed by CITY.

9.03.2 Recycling Overages. In the event the Recycling Cart of a Small Business customer is full, flattened corrugated cardboard of a size not exceeding four feet by four feet (4' x 4') may be placed beside the Recycling Cart for Collection.

9.04 Non-Collection. Except as set forth below, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables or Compostable Materials that are not placed in an appropriate Container. In the event of non-collection, CONTRACTOR shall affix to the Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain copies of the Non-Collection Notice during the term of this Agreement.

9.05 Overflow. The first time that a Commercial Customer does not discard Solid Waste, Recyclables or Compostable Materials inside a Bin or Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place all materials in a Bin or Cart; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Bins or Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the rate schedule set forth in Exhibit 1.

9.05.1 The second time, and each time thereafter, that a Commercial Customer does not discard Solid Waste, Recyclables or Compostable Material inside a Bin or Cart, CONTRACTOR will Collect the Bin or Cart and the un-containerized material and will charge the un-containerized surcharge listed on the rate schedule set forth in Exhibit 1.

ARTICLE 10. CITY Collection Services

10.01 CITY Collection Services. These services will be governed by the following terms and conditions:

10.01.1 Conditions of Service. The CONTRACTOR shall provide CITY Collection Services to all CITY Facilities. Except as set forth below, CITY Collection Services shall be provided at no cost to CITY.

10.01.2 Frequency of Service. CITY Solid Waste Collection Service, CITY Recyclables Collection Service, and CITY Compostable Material Collection Service, shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 6.07 herein, the Collection day may be adjusted in a manner agreed to between the Customer and the CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Container and the frequency (above the minimum) of Collection shall be determined between CITY and CONTRACTOR.

10.01.3 Accessibility. CONTRACTOR shall Collect all Containers that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of CITY Collection Services. Push services shall include, but not be limited to, dismounting from the

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Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to the proper placement in their storage location.

10.01.3.1 The CONTRACTOR may notify the Contract Administrator daily, either by Fax or email, of all situations that prevent or hinder Collection from any CITY site or returning Bins or Carts to their original position.

10.02 CITY Clean-Up Services.

10.02.1 Each full or partial calendar year during the term of this Agreement CONTRACTOR shall, at no charge to CITY, provide for a maximum of five hundred (500) cubic yards of CITY Clean-up Service capacity. CONTRACTOR shall be entitled to charge CITY for amounts that exceed five hundred (500) cubic yards per full or partial calendar year in accordance with the rates specified in Exhibit 1.

10.02.2 CONTRACTOR shall, in response to the written request of the Contract Administrator, deliver and Collect Roll-Off Boxes or Carts for use in CITY clean-up programs. Each clean-up event shall consist of a single Collection day beginning at 6:00 a.m. and ending at 6:00 p.m. The Contract Administrator shall notify CONTRACTOR in writing not less than five (5) calendar days prior to the date of the service. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Roll-Off Boxes, the location(s) for delivery, and the number of and size of the Roll-Off Boxes or Carts to be delivered. At such time as the Roll-Off Box is full, but not later than the end of the CITY Clean-Up Service day, CONTRACTOR shall transport and deliver the Collected materials to the Disposal Facility, the Transfer Station, or such other facility as is appropriate for the disposition of the materials and approved by the Contract Administrator.

10.02.3 With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a CITY Clean-up Service event in a vehicle or Container other than a Roll-Off Box or Cart. However, in the event the CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, diverted and disposed in a manner that is acceptable to CITY.

10.03 CITY Container Service. CONTRACTOR shall provide Collection service to those public Solid Waste or Recycling Containers on sidewalks, along main thoroughfares, and in and around park and marina areas in the Service Area, as set forth in Exhibit 4 during the term of this Agreement and as such Exhibit may be amended by CITY from time to time. Such Collection services shall include monitoring Containers and emptying them as per the schedule set forth in Exhibit 4 including Saturdays, Memorial Day, Independence Day or Labor Day.

10.03.1 No later than January 1, 2011, CONTRACTOR shall provide two (2) "Waste Management Solar Compactors Powered by Big Belly" litter cans for the marina. The litter cans shall include the CITY logo and be marked in a manner as directed by CITY.

10.04 CITY Special Event Collection Service. CONTRACTOR shall provide Collection, Disposal and processing as appropriate, of materials for four (4) CITY events per year. CONTRACTOR shall deliver and pickup wheeled Carts for Solid Waste, Recyclables and Compostable Materials at the request of CITY in an amount not to exceed thirty (30) Carts of each type, per year in the size requested by CITY at no cost of any kind to CITY. CITY shall

1685 make the request to CONTRACTOR in the form if an email for the Carts no later that then (10)
1686 business days before each event.

1687 10.05 HHW/ E-Waste/ U-Waste/ or Other Material Collection Events. CONTRACTOR
1688 may provide HHW, E-Waste, U-Waste or other material collection events as part of this
1689 Agreement. Prior to the event taking place the details of the event, such as date, location,
1690 materials to be collected and compensation shall be mutually agreed to between
1691 CONTRACTOR and City

1692 10.06 Abandoned Waste. CONTRACTOR shall direct its Collection vehicle drivers to
1693 note (i) the addresses of any premises at which the driver observes that Solid Waste,
1694 Recyclables, and/or Compostable Materials are accumulating; and (ii) the address, or other
1695 location description, at which Solid Waste, Recyclables, Compostable Materials and/or Bulky
1696 Goods have been dumped in an apparently unauthorized manner. CONTRACTOR shall deliver
1697 the address or description to CITY within three (3) Work Days of such observation.

1698 10.07 School Services. Unless directed by CITY in writing, CONTRACTOR will, during
1699 the term of this Agreement, provide all Emery Unified School District facilities, as listed in Exhibit
1700 6 and as such Exhibit may be amended by CITY from time to time, with Recyclable and
1701 Compostable Materials Collection services at no additional cost to the school or CITY.

1702 10.07.1 CONTRACTOR shall provide all CITY Facilities and all schools in
1703 the Emery Unified School District with BatteryTracker" mail back boxes for the Collection of
1704 household batteries at no additional cost to the school or CITY.

1705 **ARTICLE 11. Construction and Demolition Debris Services**

1706 11.01 General. CONTRACTOR shall perform Construction and Demolition Debris
1707 Services as described in this Agreement as set forth below. CONTRACTOR shall provide all
1708 labor, insurance, supervision, machinery, and equipment, plant building, tipping fees, permits,
1709 licenses, materials, supervision and other items necessary for the performance of the services
1710 under this Agreement.

1711 11.02 Construction and Demolition Debris Service. The Construction and Demolition
1712 Debris Service to be performed by CONTRACTOR shall include the following:

1713 11.02.1 Collection of Construction and Demolition Debris (Recyclables,
1714 commingled Recyclables, and non-recyclables) from construction contractors and other
1715 Construction and Demolition Debris Generators from construction sites. CONTRACTOR shall
1716 respond by the end of the next Work Day to requests by SFD, MFD, or Commercial
1717 Customers for Construction and Demolition Debris Service and shall provide the appropriate
1718 Container for such Collection according to the circumstances;

1719 11.02.2 Provision, maintenance, and replacement of all Containers and
1720 receptacles required for the provision of all Construction and Demolition Debris Service;

1721 11.02.3 Transfer of Construction and Demolition Debris to the
1722 Construction and Demolition Debris Processing Facility designated under this Agreement for
1723 separation and processing; and

11.02.4 Provision of a Contractor's Job Truck on an on-call basis for SFD and MFD Customers to use for Collection of uncontained materials that do not qualify for the Bulky Goods program. Examples of such uncontained material are residential Construction and Demolition Debris, painted wood, trees and tree branches, and other material to be Disposed as Solid Waste or Recycled as Construction and Demolition Debris depending upon the materials' level of contamination. Individual pieces of material cannot exceed seventy-five (75) pounds or one thousand (1,000) pounds in the aggregate for the individual Customer, cannot be of unreasonably large sizes, and no liquid flammables banned from the Transfer Station shall be taken by the Contractor's Job Truck.

11.03 Processing of Construction and Demolition Debris.

11.03.1 All Construction and Demolition Debris Collected shall be visually inspected by CONTRACTOR to estimate if the load contains fifty (50) percent or more of Recyclable materials. If so, the material shall be processed in a manner that will maximize the rate of diversion from the Transfer Station. This processing must, on a calendar year basis beginning January 1, 2011 and each calendar year thereafter during the term of this Agreement, divert a minimum of ninety (90) percent of all asphalt and concrete and a minimum of fifty (50) percent of all other Construction and Demolition Debris Collected under the terms of this Agreement by weight from being Disposed. If CONTRACTOR does not maintain these minimum percentages and defaults in accord with Article 26, then, in addition to the other remedies provided by this Agreement, CITY may provide for such service by any other means notwithstanding the terms of this Agreement.

11.04 Rates. The rates for Construction and Demolition Debris Collection and processing shall be as specified in Exhibit 1.

11.05 Records. CONTRACTOR will conduct proper record keeping to be sure that the Construction and Demolition Debris materials are Recycled to the extent possible and the amount Disposed and amount diverted are properly recorded and reported. Reported amounts may be based on allocation methodologies that have been reviewed and approved by the Contract Administrator.

11.06 Designated Construction and Demolition Debris Processing Facility. The CONTRACTOR and CITY agree that the Davis Street Transfer Station, shall be the designated Processing Facility for Construction and Demolition Debris. The CONTRACTOR may propose use of an alternate Processing Facility for Construction and Demolition Debris which must be approved by CITY. Approval by CITY may not be unreasonably withheld, except that CITY may withhold consent if use of another facility would result in an increase in rates.

11.07 Revenues Generated from Construction and Demolition Debris. Any revenues generated from the sale of Construction and Demolition Debris shall be retained by CONTRACTOR.

ARTICLE 12. Billing and Payment

12.01 Generally. CONTRACTOR shall (i) bill Customers for Collection Services utilizing the rates and fees set forth in Exhibit 1; (ii) collect payment for those services; (iii) maintain billing and payment records; (iv) provide for the collection of delinquent payments and bad debts; (v) provide notification regarding cancellation of services due to non-payment of services

1766 in accordance with this Article; and (vi) remit franchise and regulatory fees to CITY monthly in
1767 accordance with this Article.

1768 12.01.1 CONTRACTOR shall provide CITY with all Customer account and
1769 billing information in the form and, format requested by CITY as may be needed by CITY
1770 under the provisions of Section 12.08.1 below.

1771 12.02 Invoices. SFD Collection Services shall be billed quarterly in advance of services
1772 provided or as otherwise scheduled by CONTRACTOR and approved by CITY. MFD and
1773 Commercial Collection Services, shall be billed monthly as scheduled by CONTRACTOR.
1774 Construction and Demolition Debris Collection Services and any service utilizing Roll-Off Boxes
1775 shall be billed in arrears of the provision of service although a deposit may be required in
1776 advance. Billing errors brought to the attention of CONTRACTOR by CITY or the Customer
1777 shall be corrected on the next billing cycle.

1778 12.03 CITY Inserts. CITY also may direct CONTRACTOR to enclose the equivalent of
1779 up to three (3) 8½" by 11" pages per billing, with invoices CONTRACTOR mails to Customers.

1780 12.04 Partial Month Service. If, during a month, a Customer is added to or deleted from
1781 CONTRACTOR'S service area, the CONTRACTOR'S billing shall be pro-rated based on the
1782 weekly service rate (the weekly service rate shall be the service rate established in Exhibit 1
1783 divided by four (4) times the number of actual weeks in the month that service was provided to
1784 the Customer.

1785 12.05 Low Income Discount. CONTRACTOR shall provide to those SFD Customers
1786 who can demonstrate to CONTRACTOR that they receive assistance under PG&E's California
1787 Alternative Rates for Energy Program (CARE) as it currently exists and is administered, a
1788 discount of twelve and one-half (12.5) percent discount on their monthly Collection Service rate.

1789 12.06 Full Compensation. Rates and ancillary fees charged and collected by
1790 CONTRACTOR as provided for in this Article and as set forth in Exhibit 1 shall be the full, entire,
1791 and complete compensation due to CONTRACTOR pursuant to this Agreement for all costs •
1792 necessary to perform all the services required by this Agreement in the manner and at the times
1793 prescribed.

1794 12.07 Methods of Payment. CONTRACTOR shall provide the means for customers to
1795 pay bills through the following methods: cash, checks, credit cards, internet payment service or
1796 automatic withdrawal from bank account.

1797 12.08 Delinquent Service Accounts. CONTRACTOR may take such action as is legally
1798 available to collect or cause collection of past due amounts, including termination of Collection
1799 Services in accordance with the process in accordance with this Article.

1800 12.08.1 Service Termination Due to Non-Payment for Services.
1801 CONTRACTOR may terminate services to Customers whose accounts are over ninety (90)
1802 days past due as follows:

1803 12.08.1.1 CONTRACTOR sends Customer a Notice of Intent to
1804 Terminate Service. The Notice of Intent to Terminate Service will be sent by certified mail. The
1805 Notice of Intent to Terminate Service will state that service will terminate ten (10) calendar days
1806 after the postmarked date of the Notice of Intent to Terminate Service.

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12.08.1.2 After ten (10) calendar days from the postmarked date of the Notice Of Intent To Terminate Services, CONTRACTOR may terminate service to the Customer. CONTRACTOR shall send a Notice Of Cancellation to the Customer by certified mail, within one (1) business day of terminating service. CONTRACTOR shall send a copy of the Notice Of Cancellation to the Contract Administrator, by certified mail as well as by an electronic format designated by the CITY within one (1) business day of mailing the notice of cancellation.

12.09 Adjustments to Service Rates, Surcharges and Fees. Beginning on January 1, 2012 and annually thereafter, CONTRACTOR may, in compliance with the provisions of this Article, adjust the applicable Collection Service rates, fees or surcharges using the Refuse Rate Index methodology as set forth in this Article and in Exhibit 1 to this Agreement.

12.09.1 Refuse Rate Index eRRI) Adjustment. The RRI adjustment shall be the lower of five (5) percent or the sum of the weighted percentage change in the annual average of each RRI index number between the base Fiscal Year, which shall be the prior preceding Fiscal Year ending June 30th and the preceding Fiscal Year ending June 30th and the percentage change in the prior Fiscal Year and current Fiscal Year Disposal tip fee charged to CONTRACTOR at the Transfer Station. However, in the event the RRI adjustment is less than zero (0) percent, the RRI adjustment for that year shall be zero (0) percent. Therefore, the first rate adjustment will be based on the percentage changes between the annual average of the RRI indices for the Fiscal Year ending June 30 2010 and the annual average of the RRI indices for the Fiscal Year ended June 30, 2011. The RRI shall be calculated using the RRI methodology included in Exhibit 2.

12.09.2 Annual Rate Adjustment.

12.09.2.1 On January 1, 2012, and annually thereafter, the service rates, fees and surcharges set forth in Exhibit 1 shall be adjusted upward or downward by multiplying them by the RRI percentage adjustment.

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

12.10 Financial Information. On or before July 15, 2011, and annually thereafter during the term of this Agreement, CONTRACTOR shall deliver to CITY financial information for the specific services performed under this Agreement for the preceding full or partial Fiscal Year. Such financial information shall be in the format as set forth in Exhibit 2, or as may be further revised by CITY from time to time. If CONTRACTOR fails to submit the financial information in the required format by July 15th, it is agreed that CONTRACTOR shall be deemed to have waived the annual rate adjustment for that year unless such failure is due to Force Majeure.

12.11 Service Rate Elements. Collection Service rates, fees and surcharges shall consist of some combination of the following elements: a Collection Service Element, which shall be the funds collected by the CONTRACTOR from the Customer for the provision of Collection Services and retained by CONTRACTOR, a Franchise Fee Element, which shall be the funds collected by the CONTRACTOR from the Customer for the provision of Collection Services and remitted to the CITY, and such other elements as may be added during the term of this Agreement.

12.12 Adjustments to Franchise Fee Elements. The "*Franchise Fee Element*" shall be adjusted as needed so that it always equals

12.12.1 the "*Collection Service Element*"

12.12.2 *divided by*

12.12.3 *1 minus the authorized franchise fee percentage*

12.12.4 *multiplied by*

12.12.5 *the authorized franchise fee percentage.*

12.13 CONTRACTOR'S Payments to CITY. CONTRACTOR shall make payment to the CITY of a franchise fee, and such other fees as may be specified in this Section 12.13 or as provided for in Section 12.14 below. Payment to the CITY shall be due, on the thirtieth (30th) day of the month following the month the revenues are collected. Each such payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S gross revenues collected during the preceding month. Such accounting shall be in a form and manner that is acceptable to CITY.

12.13.1 Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S gross revenue collected each month under the terms of this Agreement. Except as set forth below, gross revenue shall specifically include revenue received by CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by CONTRACTOR. However, revenue received by the CONTRACTOR from the sale of Recyclables and from related California Redemption Value (CRV) payments shall not be considered as gross revenues for purpose of the calculation of franchise fees. The franchise fee percentage shall be twenty-one (21) percent during the term of this Agreement unless adjusted by CITY.

12.13.1.1 Revenues derived from Collection Services provided to federal, state or county local agencies at the rates set forth under the terms of this Collection Service Agreement shall be considered "gross revenues" for purposes of calculating franchise fees. Notwithstanding the foregoing, if the federal, state or county local agency receives Collection Services outside the scope of this Collection Service Agreement, or otherwise invokes its legal rights to pay fees for services excluding any portion of franchise fees, then such revenues shall not be considered "gross revenues" hereunder for purpose of payment of franchise fees to CITY.

12.13.2 Agreement Negotiation Fee. No later than thirty (30) calendar days after the execution of this Agreement CONTRACTOR shall submit Agreement negotiation fees to CITY in the amount of twenty-five thousand (\$25,000.00).

12.13.3 Environmental Programs Fee. On or before February 1, 2011, and starting on January 1, 2012, annually thereafter during the term of this Agreement, CONTRACTOR shall submit to CITY an environmental programs fee. The initial environmental programs fee shall be in the amount of one hundred fifty thousand dollars (\$150,000) and shall be adjusted upward each year by three (3) percent.

12.13.4 Unused CITY Services Funds. CONTRACTOR agrees to fund certain services as set forth below at specific dollar levels on an annual basis or to submit the unexpended monies to CITY.

12.13.4.1 Public Education as set forth in Article 18 to be funded at a base amount of twenty thousand dollars (\$20,000) the first year of the Agreement, and ten thousand dollars (\$10,000), the second year of the Agreement. Thereafter the base amount shall be increased by the annual average change in the Consumer Price Index as set forth in Exhibit 2 and as calculated as part of the annual RRI calculation in each subsequent year of the Agreement.

12.13.4.2 Additional services as set forth in Section 10.2 to be funded at a base amount of fifteen thousand dollars (\$15,000) the first year of the Agreement. Thereafter the base amount shall be increased by the annual average change in the Consumer Price Index as set forth in Exhibit 2 and as calculated as part of the annual RRI calculation in each subsequent year of the Agreement.

12.13.4.3 Household Battery Mail Back Program as set forth in Articles 7 - 10 to be funded at a base amount of five thousand dollars (\$5,000) the first year of the Agreement. Thereafter the base amount shall be increased by the annual average change in the Consumer Price Index as set forth in Exhibit 2 and as calculated as part of the annual RRI calculation in each subsequent year of the Agreement.

12.13.4.4 CITY-wide CFL Mail Back Program as set forth in Section 17.04 to be funded at a base amount of ten thousand dollars (\$10,000) the first year of the Agreement. Thereafter the base amount shall be increased by the annual average change in the Consumer Price Index as set forth in Exhibit 2 and as calculated as part of the annual RRI calculation in each subsequent year of the Agreement.

12.13.5 On or before January 1, 2012 and annually thereafter during the term of this Agreement, CONTRACTOR shall submit to CITY any unused funds from those services set forth in Section 12.13.4 of this Agreement along with a reconciliation report detailing the expenditures incurred for each of the services.

12.14 Other Fees. CITY may set such other fees as it deems necessary which fees may be passed through to the Customer by CONTRACTOR.

12.15 Acceptance of Payment. No acceptance by CITY of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim CITY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by CITY. If, after the audit, such recompilation indicates an underpayment CONTRACTOR shall pay to CITY the amount of the underpayment and shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Work Days of receipt of written notice from CITY that such is the case. If, after audit, such recompilation indicates an overpayment, CITY shall notify the CONTRACTOR in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recompilation. CONTRACTOR may offset the amounts next due following receipt of such notice by the amount specified therein.

12.16 Billing Records. CONTRACTOR shall keep records, electronically or paper, of all billing documents and Customer account records, including but not limited to, invoices, receipts, and collection notices, each in chronological order, for a period of three (3) years after the date of receipt or issuance.

12.17 Collection Service Census Data. On or before February 15, 2012 and annually thereafter during the term of this Agreement, CONTRACTOR shall deliver to CITY, Collection Service census data for all Customers as of the preceding December 31st.

12.17.1 Census data for SFD Customers shall consist of the number of SFD Customers receiving, SFD Collection Service during the previous month. The census data shall be segregated by type of service and as appropriate, Container size, number of Containers and frequency of Collection.

12.17.2 Census data for MFD, Commercial and CITY Customers shall consist of the number of Customers receiving MFD, Commercial or CITY Collection Service during the preceding month. The census data shall be segregated by type of service and as appropriate, Container size, number of Containers and frequency of Collection.

12.18 Tonnage Data. On or before March 20, 2011 and monthly thereafter during the term of this Agreement, CONTRACTOR shall deliver to CITY a listing of the actual tonnage delivered by CONTRACTOR at the Transfer Station for the preceding month sorted between SFD, MFD Commercial and CITY Customers and between Roll-Off Boxes and all other Containers to the extent practical.

12.19 Extraordinary Rate Review. CONTRACTOR may petition CITY in writing at any time for an adjustment in the maximum rates on the basis of extraordinary and unusual changes in the costs of operations or programs that result from legal or regulatory changes as set forth in Article 21. CONTRACTOR'S request shall contain substantial proof and justification to support the need for the adjustment. CITY may request from CONTRACTOR such further information as it deems necessary to fully evaluate the request and make its determination. CITY shall in the exercise of its reasonable discretion approve or deny the request, in whole or in part, within one hundred twenty (120) calendar days of receipt of the written request and all other additional information requested by CITY.

12.20 Rates for Non-Regular Services. If Customer requests Collection Services not provided in the rates set forth in Exhibit 1, CONTRACTOR may charge Customer that rate agreed upon with Customer and approved by CITY in writing.

ARTICLE 13. Diversion Requirements

13.01 Minimum Requirements. The CITY requires the CONTRACTOR to reduce the annual Disposal Tons to eight thousand (8,000) tons by December 31, 2020. As part of this requirement, on or before October 1, 2010, CONTRACTOR shall submit a diversion plan to the Contract Administrator for review and approval which:

13.01.1 Estimates the tons of material to be Collected by calendar year for calendar years 2011 through 2020 by service type;

13.01.2 Estimates the tons of material to be recycled, reused, processed or otherwise diverted from Disposal for calendar years 2011 through 2020 by service type;

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13.01.3 Estimates the projected tons of material to be disposed for calendar years 2011 through 2020 by service type;

13.01.4 Estimates the maximum tons (the annual compliance tonnage) of material to be disposed for calendar years 2011 through 2020 by service type; and

13.01.5 Meets the goal of reducing total Disposal Tons to eight thousand (8,000) tons by the end of calendar year 2020.

13.02 MRF Fines. For purposes of the diversion requirements set forth in Section 13.01 above, MRF fines shall be designated as beneficial re-use unless such designation is revised in accordance with the provisions of Section 13.03 below.

13.03 Annual Review. On or before January 15, 2012 and annually thereafter, CONTRACTOR shall meet with CITY to compare the actual results of the previous year to the projected results and to adjust the diversion plan projections as needed in order to meet the maximum disposal goal of eight thousand(8,000) tons by the end of calendar year 2020. As part of the 2016 annual review, CONTRACTOR and CITY agree to review the reasonableness of the maximum disposal goal in light of changes in factors such as population and economic growth. In addition CONTRACTOR and CITY agree to review the reasonableness of continuing to classify MRF fines as beneficial re-use for purposes of the diversion calculation.

13.04 Failure to Maintain Disposal Maximum Limits. CONTRACTOR'S failure to maintain total annual Disposal tonnage at or below the maximum disposal limits proposed by CONTRACTOR in the diversion plan set forth in Section 13.01 and as adjusted in accordance with the provisions of Section 13.03 may result in the termination of this Agreement or the imposition of liquidated damages providing that before CITY exercises any right of termination under this provision it first gives CONTRACTOR a minimum of thirty (30) days written notice of the alleged failure to meet stated diversion requirements, supported by reasonable proof of said claim, CONTRACTOR shall have ninety (90) days in which to demonstrate to the CITY that it has adequate procedures in place to ensure that the diversion requirements are met. In determining whether or not to assess liquidated damages or terminate the Agreement, CITY will consider the good faith efforts put forth by CONTRACTOR to meet the minimum diversion requirements. This consideration will include the methods and level of effort of CONTRACTOR to meet the diversion requirements.

ARTICLE 14. Collection Routes

14.01 Collection Routes. Thirty (30) days prior to commencement of Collection Services, CONTRACTOR shall provide CITY with maps precisely defining Collection routes, by number, together with the days and the times at which Collection shall regularly commence, start and end points, number of accounts and collection vehicle type. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by CITY.

14.02 Subsequent Collection Route Changes. CONTRACTOR shall submit to CITY, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by CITY. CONTRACTOR shall not implement any route changes without the prior review of the Contract

Administrator. If the route change will change the Collection day for a Customer, CONTRACTOR shall notify those Customers and CITY in writing of route changes not less than thirty (30) days before the proposed date of implementation.

14.03 CONTRACTOR Audit of Routes. In addition to any other auditing requirements under this Agreement, CONTRACTOR shall perform a comprehensive audit of SFD, MFD and Commercial Customer Routes every full or partial three (3) calendar years, and submit to CITY a written report on the results of that audit, no later than thirty (30) calendar days after completion of the audit. The report should include the testing protocols, and the details of the route audit findings along with recommendations, if any, on how CONTRACTOR will modify the current system to correct any errors noted during the audit. If CITY requests, CONTRACTOR shall cooperate fully with CITY to allow CITY to verify the accuracy of CONTRACTOR'S route audit report.

ARTICLE 15. Collection Equipment

15.01 General Provisions. All equipment used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality. The vehicles shall be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing or falling from the vehicles. The bodies of any vehicle, or any Container, used in Collection or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned.

15.02 Alternate Fuel Vehicles. CONTRACTOR'S Collection Service vehicles shall utilize compressed natural gas (CNG), or liquefied natural gas (LNG) as a fuel or other CITY approved alternative low emission fuel. During the term of this Agreement, to the extent required by law, CONTRACTOR shall provide its Collection vehicles to be in full compliance with local, State and federal clean air requirements that were adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in CCR Title 13, Section 2020 et seq; the Federal EPA's Highway Diesel Fuel Sulfur regulations and any other applicable air pollution control laws. Changes in regulations adopted or enacted after the effective date of this Agreement shall not be subject to the Change in Law provisions set forth in this Agreement.

15.03 Bulky Goods. Vehicles used for Collection of Bulky Goods containing freon or other gases shall not use compactor mechanisms or mechanical handling equipment that may release freon or other gases from pressurized appliances.

15.04 Safety Markings. All Collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, and clearance lights. All such safety markings shall be subject to the approval of the CITY shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

15.05 Vehicle Signage and Painting. Collection vehicles shall be painted and numbered without repetition and shall have the CONTRACTOR'S name, CONTRACTOR'S customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least two and one-half (2 1/2) inches high, on the front and back of each

vehicle. No advertising shall be permitted other than the name of the CONTRACTOR except promotional advertisement of the Recyclables and Compostable Materials programs or such other signage as may be approved by the Contract Administrator in writing. CONTRACTOR shall repaint all vehicles (including vehicles striping if appropriate) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator.

15.05.1 Bin, Compactor and Roll-Off Box Signage, Painting, and Cleaning.

All metal Bins, Compactors or Roll-Off Boxes furnished by the CONTRACTOR shall be either painted or galvanized. All Bins, Compactors or Roll-Off Boxes shall display the CONTRACTOR'S name, CONTRACTOR'S toll free customer service telephone number, and shall be kept in a clean and sanitary condition. Each Bin, Compactor or Roll-Off Box shall include a description of the type of material to be placed in the Container and shall be painted in a color and manner, acceptable to CITY, which is unique to that type of material. Such Bins, Compactors or Roll-Off Boxes as are provided by CONTRACTOR shall be steam cleaned and repainted by CONTRACTOR as frequently as necessary, but no more often than one (1) time per quarter, so as to maintain them in a sanitary condition. However, no more often than one (1) time per quarter, upon receipt of notification by CONTRACTOR of graffiti on a Bin, Compactor or Roll-Off Box, CONTRACTOR shall clean or replace such Bin, Compactor or Roll-Off Box within seven (7) Work Days. Bins, Compactors or Roll-Off Boxes will be subject to periodic, unscheduled inspections by CITY and determination as to sanitary condition.

15.06 Collection Vehicle Noise Level. All Collection operations shall be conducted as quietly as possible and shall conform to applicable CITY noise level regulations. CITY may request CONTRACTOR to check any piece of equipment for conformance with the noise limits when reasonable to do so. CITY may conduct random checks of noise emission levels to ensure such compliance.

15.07 Vehicle Registration, Licensing and Inspection. CONTRACTOR shall maintain documentation to verify that each of CONTRACTOR'S Collection vehicles are in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other applicable laws or regulations. Upon written request by the Contract Administrator copies of such documentation shall be provided to CITY within two (2) Work Days of the request. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements.

15.08 Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition satisfactory to CITY. CONTRACTOR shall wash all Collection vehicles at least once a week and steam cleaned regularly. All graffiti shall be removed immediately. All washings shall be conducted in a manner that conforms to the BMP Guidelines for Non-Point Source Pollutants in the publication entitled Storm Water Best Management Practices Handbook for Industrial Commercial.

2097 15.08.1 CONTRACTOR shall make vehicles available to the Alameda
2098 County Health Department for inspection, at any frequency it requests. CONTRACTOR
2099 shall:

2100 15.08.1.1 Inspect each vehicle daily to ensure all equipment is
2101 operating properly. Vehicles which are not operating properly shall be taken out of service until
2102 they are repaired and operate properly; and

2103 15.08.1.2 Perform all scheduled maintenance functions in
2104 accordance with the manufacturer's specifications and schedule. CONTRACTOR shall keep
2105 accurate records of all vehicle maintenance, recorded according to date and mileage, and shall
2106 make such records available to the CITY upon request.

2107 15.08.2 Maintenance Log. CONTRACTOR shall maintain a maintenance
2108 log for all Collection vehicles. The log shall at all times be accessible to CITY by physical
2109 inspection upon request of Contract Administrator, and shall show, at a minimum, each
2110 vehicles' CONTRACTOR assigned identification number, date purchased or initial lease,
2111 dates of performance of routine maintenance, dates of performance of any additional
2112 maintenance, and description of additional maintenance performed.

2113 15.09 Equipment Inventory. On or before February 1, 2011, CONTRACTOR shall
2114 provide to CITY an inventory of Collection vehicles and major equipment used by
2115 CONTRACTOR for Collection or transportation and performance of services under this
2116 Agreement. The inventory shall indicate each Collection vehicle by CONTRACTOR assigned
2117 identification number, DMV license number, the age of the chassis and body, type of fuel used,
2118 the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition,
2119 the decibel rating and the maintenance status. CONTRACTOR shall submit to the Contract
2120 Administrator, either by Fax or email, an updated inventory annually to CITY.

2121 15.10 Reserve Equipment. The CONTRACTOR shall have available to it, at all times,
2122 reserve Collection equipment which can be put into service and operation within one (1) hour of
2123 any breakdown. Such reserve equipment shall correspond in size and capacity to the
2124 equipment used by the CONTRACTOR to perform the contractual duties.

2125 15.11 Covering of Loads. All loads not in covered body trucks shall be tarped or
2126 restrained to prevent spilling.

2127 15.12 Weight Restrictions. CONTRACTOR shall not load vehicles in excess of the
2128 manufacturer's recommendations or limitations imposed by state or local weight restrictions on
2129 vehicles. CONTRACTOR acknowledges that CITY may document compliance with this
2130 provision of the Agreement through review of scale tickets and records of the Disposal and
2131 Processing Facilities.

2132 15.13 Vehicle Tare Weights. Between the time this Agreement is executed and
2133 December 1, 2010, CONTRACTOR shall have the Disposal Contractor weigh and determine
2134 the unloaded ("tare") weight of each of CONTRACTOR'S vehicles that will be used to deliver
2135 Solid Waste and other materials to the Transfer Station and Disposal Facility. CONTRACTOR
2136 shall, at least every two (2) years, have the Disposal Contractor reweigh and revise tare weights
2137 for all CONTRACTOR'S vehicles used to deliver Solid Waste and other materials to the
2138 Transfer Station and Disposal Facility.

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2139 15.13.1 When new vehicles are placed into service and immediately after
2140 any significant repairs to vehicles by CONTRACTOR, CONTRACTOR shall have the
2141 Disposal Contractor promptly weigh such vehicles and determine the tare weight of each
2142 vehicle. CONTRACTOR, CITY, and Disposal Contractor shall have the right to request re-
2143 tarring of vehicles up to two (2) times per year, unless there is reasonable suspicion or
2144 evidence that tare weights are not accurate, in which case, tare weights may be updated
2145 more frequently to ensure accuracy.

2146 **ARTICLE 16. CONTRACTOR'S Personnel**

2147 16.01 Personnel Requirements. CONTRACTOR shall employ and assign qualified
2148 personnel to perform all services set forth herein. CONTRACTOR shall be responsible for
2149 ensuring that its employees comply with all applicable laws and regulations and meet all federal,
2150 state and local requirements related to their employment and position.

2151 16.02 Employee Appearance and Conduct. All employees of CONTRACTOR, while
2152 engaged in providing Collection Services within CITY, shall carry an identification badge clearly
2153 identifying the employee as an employee of CONTRACTOR and be attired in suitable and
2154 acceptable uniforms of a type standard in the industry. Employees shall also have embroidered
2155 on the uniform or prominently displayed on the badge, their name for identification by the
2156 Customer. CONTRACTOR shall use its best efforts to assure that all employees present a neat
2157 appearance and conduct themselves in a courteous manner. CONTRACTOR shall regularly
2158 train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and
2159 shall instruct Collection crews to perform the work as quietly as possible. If any employee is
2160 found not to be courteous or not to be performing services in the manner required by this
2161 Agreement, CONTRACTOR shall take all appropriate corrective measures.

2162 16.03 No Gratuities. CONTRACTOR shall not permit its employees to demand or
2163 solicit, directly or indirectly, additional compensation or gratuity from members of the public for
2164 any of the services provided under this Agreement.

2165 16.04 Valid License. Each driver of a Collection vehicle shall at all times carry a valid
2166 California driver's license and all other required licenses for the type of vehicle that is being
2167 operated.

2168 16.05 Safety Training. CONTRACTOR shall provide suitable operational and safety
2169 training for all its employees who utilize or operate vehicles or equipment for Collection.
2170 CONTRACTOR shall train its employees to identify, and not collect, Hazardous Waste or
2171 Unacceptable Waste.

2172 16.06 Provision of Field Supervision. CONTRACTOR shall designate an adequate
2173 number of field supervisors to check on Collection operations, including responding to
2174 complaints.

2175 16.07 Report Accumulation of Solid Waste. CONTRACTOR shall direct its drivers to
2176 note (a) the addresses of any premises at which they observe that Solid Waste is accumulating
2177 and is not being delivered for Collection; and (b) the address, or other location description, at
2178 which Solid Waste has been dumped in an apparently unauthorized manner. CONTRACTOR
2179 shall deliver the address or description to the Contract Administrator within one (1) Work Day of
2180 such observation.

2181 16.08 Applicable Laws. Each driver of a Collection vehicle shall at all times comply
2182 with all applicable state and federal laws, regulations and requirements.

2183 16.09 Representation. CONTRACTOR'S employees, officers, and agents shall at no
2184 time be allowed to identify themselves or in any way represent themselves as being employees
2185 of CITY.

2186 **ARTICLE 17. Other Services**

2187 17.01 Emergency Services. In the event of a tornado, major storm, earthquake, fire,
2188 natural disaster, or other such event, the Contract Administrator may grant CONTRACTOR a
2189 variance from regular routes and schedules. As soon as practicable after such event,
2190 CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes
2191 and schedules can be resumed. The Contract Administrator shall make an effort through the
2192 local news media to inform the public when regular services may be resumed.

2193 17.01.1 Emergency Service Compensation. CONTRACTOR shall provide
2194 emergency services (Le., special collections, transport, processing and disposal) at CITY'S
2195 request in the event of major accidents, disruptions, or natural calamities. CONTRACTOR
2196 shall be capable of providing emergency services within twenty-four (24) hours of notification
2197 by CITY or as soon thereafter as is reasonably practical in light of the circumstances. An
2198 emergency number shall be accessible throughout the year, twenty-four (24) hours per day
2199 for the Contract Administrator to contact CONTRACTOR. Emergency services which exceed
2200 the scope of work under this Agreement and which are not compensated as special services
2201 in accordance with Exhibit 1 shall be compensated through extraordinary rate review
2202 procedures as set forth in this Agreement.

2203 17.02 Franchise Service Coordinator. No later than January 1, 2011, CONTRACTOR
2204 shall provide the name of a Franchise Service Coordinator to be the main contact between the
2205 CITY and CONTRACTOR. Within twenty four (24) hours of replacing the coordinator,
2206 CONTRACTOR shall notify CITY in writing of the name and qualifications of the new
2207 coordinator. CONTRACTOR shall insure that such replacement is an individual with like
2208 qualifications and experience. The coordinator shall be available to the Contract Administrator
2209 through the use of telecommunication equipment, and be able to respond to voice messages
2210 within thirty (30) minutes during normal business hours on all Work Days. In the event the
2211 coordinator is unavailable due to illness or vacation, CONTRACTOR shall designate an
2212 acceptable substitute who shall be available and who has the authority to act in the same
2213 capacity as the coordinator.

2214 17.03 Household Battery Collection Service. CONTRACTOR shall provide for the
2215 Collection of dry cell household batteries in a manner and place as set forth in the appropriate
2216 Sections of Articles 7, 8, 9, and 10 herein as part of the Recycling Collection Services provided
2217 under the terms of this Agreement. For those Customers using Battery'l'racker" mail-back
2218 boxes, CONTRACTOR shall make provision for Customers to request service by phone or
2219 electronically through CONTRACTOR'S web-site. CONTRACTOR shall also provide
2220 Battery'l'racker" containers for distribution through CITY events.

2221 17.04 Compact Fluorescent Light (CFL) LampTracker™ Service. CONTRACTOR
2222 shall provide Lamp'Fracker" services upon the request of Customers within the Service Area.

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This service shall consist of the provision of LampTracker" mail-back boxes in the amount requested by the Customer. CONTRACTOR shall make provision for Customers to request LampTracker" service by phone or electronically through CONTRACTOR'S web-site. CONTRACTOR shall also provide LampTracker" containers for distribution through CITY events.

17.05 Program Funding. CONTRACTOR'S cost for providing household battery Collection services, as described in Section 17.03, shall be limited to ten thousand dollars (\$10,000) in the initial year of this Agreement. CONTRACTOR'S cost for providing CFL service, as described in Section 17.04, shall be limited to ten thousand dollars (\$10,000) in the initial year of this Agreement. Thereafter, these amounts shall be increased by the annual average change in the Consumer Price Index as set forth in Exhibit 2 and as calculated as part of the annual RRI calculation each year. CITY may at its sole discretion allocate these annual funds, plus any unspent funds from prior years to other services during the term of this Agreement.

17.06 Compost Give-Back. CONTRACTOR shall provide CITY with twenty (20) cubic yards of compost delivered one (1) time per Agreement Year at CITY'S request and at no charge.

17.06.1 Compost, Mulch and Other Landscaping Materials for CITY Projects. Each calendar year of this Agreement, for an amount of tons not to exceed the total tons of Compostable Materials Collected by CONTRACTOR in the CITY during the prior calendar year under the terms of this Agreement, CITY shall consider CONTRACTOR as the preferred vendor for the provision of Compost, mulch and other landscaping materials for CITY projects requiring the use of those materials providing CONTRACTOR meets the following requirements:

17.06.1.1 Material must meet the specific standards set by the CITY for the project, including but not limited to USDA material standards; and

17.06.1.2 Material must be priced as low or lower than comparable material available to the CITY which meets the standards set by the CITY as per Section 17.06.1.1 above.

17.07 Additional Programs and Services. CONTRACTOR shall provide additional services and programs as requested by CITY at a price to be mutually agreed upon between CONTRACTOR and the Contract Administrator. In the event CONTRACTOR and the Contract Administrator cannot reach a mutually agreed upon price for the requested service or program, CITY shall have the right to procure the service of other vendors or contractors to provide the requested service.

17.08 News Media Relations. CONTRACTOR shall notify the Contract Administrator by Fax, email or phone of all requests for news media interviews related to the Collection Services programs provided to CITY under the terms of this Agreement no later than the end of the next Work Day after CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the Contract Administrator.

2264 17.08.1 Copies of draft news releases or proposed trade journal articles
2265 related to the provision of Collection Services under this Agreement shall be submitted to
2266 CITY for prior review and approval at least five (5) Work Days in advance of release, except
2267 where CONTRACTOR is required by any law or regulation to submit materials to any
2268 regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit
2269 such materials to CITY simultaneously with CONTRACTOR'S submittal to such regulatory
2270 agency.

2271 17.08.2 Copies of articles resulting from media interviews or news
2272 releases shall be provided to CITY within five (5) Work Days after-publication.

2273 17.09 Waste Generation and Characterization Studies. CONTRACTOR acknowledges
2274 that CITY may need to perform Solid Waste generation and characterization studies periodically
2275 to comply with AB 939 or other federal, state, regional or City requirements. CONTRACTOR
2276 agrees to participate and cooperate with CITY and its agents and to perform studies and data
2277 collection exercises, as needed, to determine weights, volumes and composition of Solid Waste
2278 generated, disposed, transformed, diverted or otherwise processed to comply with AB 939. If
2279 CITY requires CONTRACTOR to participate in such a study, CONTRACTOR and CITY shall
2280 mutually agree on the scope of services to be provided by CONTRACTOR.

2281 17.10 StopWaste.Org Programs. CONTRACTOR acknowledges that it will cooperate
2282 with StopWaste.Org on behalf of CITY to provide StopWaste.Org with data from the provision of
2283 Collection Services in the CITY for possible use with the Green Halo System being studied by
2284 StopWaste.Org. CONTRACTOR further agrees to work with CITY and StopWaste.Org. to
2285 implement the Green Halo System program, or other initiatives and/or studies within CITY if
2286 requested in writing by CITY.

2287 17.11 Annual Performance and Billing Review. At CITY'S sole discretion, within thirty
2288 (30) days after written notification to CONTRACTOR, CITY may conduct an annual performance
2289 and billing review. The review will be performed by CITY or a qualified firm under contract with
2290 CITY. CITY shall have the final responsibility for the selection of the firm but shall seek and
2291 accept comments and recommendations from CONTRACTOR.

2292 17.12 Purpose. The review shall be designed to meet the following objectives:

2293 17.12.1 Verify that Customer billing rates including special services/fees
2294 have been properly calculated and they correspond to the level of service received by the
2295 Customer.

2296 17.12.2 Verify that franchise fees, and other fees required under this
2297 Agreement have been properly calculated and paid to CITY.

2298 17.12.3 Verify CONTRACTOR'S compliance with the reporting
2299 requirements and performance standards of the Collection Service Agreement.

2300 17.12.4 Verify the Disposal tons reported by CONTRACTOR.

2301 17.13 Funding of the Performance and Billing Reviews. During the initial term of this
2302 Agreement as set forth in Section 2.01, CONTRACTOR shall be responsible for the cost of one
2303 (1) review up to a maximum of thirty-five thousand dollars (\$35,000.00) adjusted by the CPI (as
2304 defined in Exhibit 2) at the same time as the Collection Service rates under Article 12. Nothing

2305 in this section shall prohibit CITY from conducting additional performance and billing reviews at
2306 CITY'S own expense.

2307 17.14 CONTRACTOR'S Cooperation. CONTRACTOR shall cooperate fully with the
2308 review and provide all requested data, including operational data, financial data and other data
2309 requested by CITY within thirty (30) Work Days of receipt of the request. Failure of
2310 CONTRACTOR to cooperate or provide the requested documents in the required time shall be
2311 considered an event of default.

2312 17.15 Special Services. In addition to the services described in this Agreement,
2313 CONTRACTOR shall provide to Customers in CITY such special services as may be agreed
2314 upon between CITY and CONTRACTOR from time to time. The additional charge to the
2315 Customer for provision of such services shall be determined between CONTRACTOR and the
2316 Customer prior to provision of the service, and shall be established in conformity with the rates
2317 set out in Exhibit 1, or such parameters agreed to by CITY and CONTRACTOR from time to
2318 time. Upon request by the Customer to CITY, charges for special services shall be subject to
2319 review and approval or adjustment by CITY. If CONTRACTOR is unwilling to provide such
2320 service or CITY and CONTRACTOR are unable to agree on a price for such service, Customer
2321 can seek service from another vendor.

2322 17.16 Report Accumulation of Solid Waste and Unauthorized Dumping.
2323 CONTRACTOR shall direct its drivers to note 1) the addresses of any premises at which they
2324 observe that Solid Waste or other materials are accumulating and not being delivered for
2325 Collection; and 2) the address, or other location description, at which Solid Waste or other
2326 materials has been dumped in an apparent unauthorized manner, CONTRACTOR shall deliver
2327 the address or description to the Contract Administrator within three (3) working days of such
2328 observation.

2329 **ARTICLE 18. Public Education Programs**

2330 18.01 Public Information/Education Campaign. Within ten (10) days of approval of the
2331 Agreement CONTRACTOR shall submit the initial public education plan for calendar year 2011.
2332 Beginning on September 1, 2011 and annually thereafter, CONTRACTOR shall submit an
2333 annual public education plan for the following calendar year. CITY shall review and respond in
2334 writing within forty-five (45) calendar days. Implementation of the annual plan will begin on
2335 January 1st of each calendar year of the Agreement. At a minimum, the CONTRACTOR shall
2336 submit for approval and implement a public education plan with the following components:

2337 18.01.1 SFD Customers. At least annually, the CONTRACTOR shall
2338 include a flyer, notice or other printed device as a part of the Collection Service billing,
2339 describing the services provided under this Agreement to all eligible SFD Customers. At a
2340 minimum, this flyer, notice or other printed device shall describe the current program's
2341 components and notify all SFD Customers about complaint procedures, rates, regulations,
2342 acceptable and non-acceptable materials, proper preparation, and set-out of materials,
2343 Household Hazardous Waste Disposal alternatives, as well as days of Collection. If
2344 requested by CITY, CONTRACTOR shall provide a camera-ready copy of this material.

2345 18.01.2 MFD Customers. CONTRACTOR shall make available for CITY
2346 use, a camera-ready copy of a flyer describing the services provided under this Agreement to

2347 MFD Customers. This camera-ready flyer shall be updated as necessary to reflect changes
2348 in service at the expense of CONTRACTOR. CONTRACTOR shall also provide additional
2349 copies of this material as may be requested by CITY.

2350 18.01.3 Commercial and Roll-Off Box Services. CONTRACTOR shall
2351 make available for CITY use, a camera-ready copy of a flyer describing the services provided
2352 under this Agreement for Commercial and Roll-Off Box Services. This camera-ready flyer
2353 shall be updated as necessary to reflect changes in service at the expense of
2354 CONTRACTOR. CONTRACTOR shall also provide additional copies of this material as may
2355 be requested by CITY.

2356 18.01.4 Bulky Goods Services. CONTRACTOR shall mail each SFD
2357 Customer, information regarding Bulky Goods services: one (1) scheduled neighborhood
2358 Bulky Goods Collection, and one (1) Bulky Goods Collection by appointment, per calendar
2359 year, at the resident's request. Information will include the program's components,
2360 acceptable and non-acceptable materials, proper preparation and set out of materials,
2361 Household Hazardous Waste Disposal alternatives, as well as date and time of Collection.
2362 CONTRACTOR shall also provide additional copies of this material as may be requested by
2363 CITY.

2364 18.01.5 CITY Events. CONTRACTOR agrees to participate in the Earth
2365 Day event and one (1) other event within CITY, either as an independent participant or a joint
2366 participant with CITY.

2367 18.01.6 Public Education Budget. CITY and CONTRACTOR acknowledge
2368 CONTRACTOR'S start-up public education/outreach budget is twenty thousand dollars
2369 (\$20,000) for calendar year 2011. Beginning in calendar year 2012, CONTRACTOR'S annual
2370 budget will be at least ten thousand dollars (\$10,000) which beginning with calendar year
2371 2013 will be increased by the annual average change in the Consumer Price Index as set
2372 forth in Exhibit 2 and as calculated as part of the annual RRI calculation each year. At the
2373 direction of CITY, Any unexpended amounts from a given year shall accumulate for CITY'S
2374 future public education use or be submitted to CITY in accordance with the requirements of
2375 Section 12.13.4 of this Agreement. Partial years shall be prorated. CONTRACTOR shall
2376 inform CITY of funds expended on public education by quarter.

2377 18.02 Public Education Materials.

2378 18.02.1 CONTRACTOR shall not perform or produce public education
2379 materials without the prior written approval from CITY. CITY may, at its option, cause to be
2380 produced or produce any or all written public information materials. In the event CITY elects
2381 to produce such material, any and all expenses shall be paid by CONTRACTOR from its
2382 designated CITY public education/outreach budget. CITY will seek input from
2383 CONTRACTOR prior to finalizing production and method of distribution of said materials
2384 produced. All materials produced by CONTRACTOR, including art work, shall be submitted in
2385 writing for CITY review and approval. CITY shall have seven (7) Work Days to review and
2386 approve or amend said materials. If CONTRACTOR is not advised of changes within said
2387 seven (7) day period, the materials shall be deemed approved by CITY. Written
2388 authorization by CITY is required prior to final production of any public educational materials.

Such authorization shall not be unreasonably withheld. CONTRACTOR shall provide bilingual/Spanish educational materials upon request of CITY.

18.02.2 All public education materials must be printed on one hundred (100) percent recyclable paper, with at least fifty (50) percent post-consumer recycled content with soy-based (or other non-toxic) ink unless otherwise approved by CITY. All public education materials must include the CONTRACTOR'S refuse and recycling telephone number.

18.02.3 CITY may insert information in the SFD, MFD and Commercial bills. The format of such inserts will be mutually agreed upon by CONTRACTOR and CITY and shall relate to CITY-sponsored events and activities. If a postage increase is incurred for said mailing, the CITY will be responsible for the actual reasonable amount of the increase.

18.03 Annual Collection Service Notice. Starting in 2012, and annually thereafter, during the term of this Agreement, the CONTRACTOR shall publish and distribute separate notices to all SFD Customers regarding the SFD Collection Service programs, to all MFD Customers regarding MFD Collection Service programs and to all Commercial Customers regarding Commercial Collection Service programs. To the extent appropriate, based on the category of Customer receiving the notice, said notice shall contain at a minimum; definitions of the materials to be Collected, procedures for setting out the materials, maps of the Service Area indicating the day that Solid Waste Collection Service, Recyclables Collection Service, including Waste Oil Collection Service, and Compostable Materials Collection Service will be provided, the availability of Bulky Goods Service and Construction and Demolition Debris Collection Service and the CONTRACTOR customer service phone number. Unless CONTRACTOR is notified by CITY the notice shall be provided in English, and shall be distributed by CONTRACTOR no later than January 1, of each year during the term of the Agreement. If requested by City, CONTRACTOR shall also provide the notice in Spanish, and provide CITY with a camera-ready copy.

18.04 Collection Service Mailing Labels. CONTRACTOR shall provide CITY with a set of reproducible mailing labels, updated annually, for all site addresses receiving SFD, MFD and Commercial Collection Services.

ARTICLE 19. CONTRACTOR'S Office

19.01 CONTRACTOR'S Office. CONTRACTOR shall maintain an office that provides toll-free telephone access to residential and commercial Customers of CITY and is staffed by trained and experienced customer service representatives (CSR's). CSR staff available during the Work Day must include at least one (1) CSR who has been specifically trained on the service requirements of the CITY. Such office shall be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered by an employee within five (5) rings, and shall have responsible persons in charge during Collection hours and shall be open during such normal business hours, 8:00 a.m. to 5:00 p.m. on all Work Days. CONTRACTOR shall provide either a telephone answering service or mechanical device to receive Customer inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the morning of the next Work Day.

2430 19.02 Emergency Contact. CONTRACTOR shall provide the Contract Administrator
2431 with an emergency phone number where CONTRACTOR can be reached outside of the
2432 required office hours. The emergency contact number must be answered by an individual at all
2433 times.

2434 19.03 MultilingualTDD Service. CONTRACTOR shall at all times maintain the CSR's
2435 with the capability of responding to telephone calls in English, Spanish, and provide the
2436 capability to respond to other languages through the use of "Language Line Service".
2437 CONTRACTOR shall at all times maintain the capability or responding to telephone calls
2438 through Telecommunications Device for the Deaf (TDD) Services.

2439 19.04 Customer Calls. During office hours, CONTRACTOR shall maintain a
2440 telephone answering system capable of accepting at least fifteen (15) incoming calls at one (1) ,
2441 time. CONTRACTOR shall record all calls including any inquiries, service requests and
2442 complaints into a customer service log.

2443 19.04.1 All incoming calls, whether directed to the call center or a local
2444 customer service representative at CONTRACTORS local office will be answered within five
2445 (5) rings. Any call "on-hold" in excess of one and one half (1.5) minutes shall have the option
2446 to remain "on-hold" or to be switched to a message center where Customer can leave a
2447 message. Customers electing to remain on-line shall not wait longer than three (3) minutes
2448 on the average from the time their call was originally answered, but in no case longer than
2449 ten (10) minutes from the time their call was originally answered to speak to a CSR.
2450 CONTRACTOR'S customer service representative shall return Customer calls. For all
2451 messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one time
2452 prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs"
2453 shall be attempted a minimum of one time prior to noon the next Work Day. CONTRACTOR
2454 shall make minimum of three (3) attempts within twenty-four (24) hours of the receipt of the
2455 call. If CONTRACTOR is unable to reach the Customer on the next Work Day, the
2456 CONTRACTOR shall send a postcard to the Customer on the second Work Day after the call
2457 was received, indicating that the CONTRACTOR has attempted to return the call.

2458 19.04.2 CONTRACTOR will utilize the customer service log to maintain a
2459 record of all inquiries and complaints in a manner approved by CITY; complaints shall be
2460 recorded in a separate log. CONTRACTOR shall note in the complaint log the address of the
2461 complainant, date and time of the complaint, nature of the complaint, and nature and date of
2462 the resolution.

2463 19.05 Web Site. CONTRACTOR shall develop and maintain a web site describing
2464 services provided in the CITY that is accessible by the public. The site shall be complete and
2465 available to the public beginning no later than February 1, 2011 and shall include answers to
2466 frequently asked questions, rates for all Collection Services, specifications for Recyclables and
2467 Compostable Materials Collection Service schedules and maps, and other related topics.
2468 CONTRACTOR shall arrange for CITY'S web site to include an email link to CONTRACTOR
2469 and a link to CONTRACTOR'S web site. CONTRACTOR'S web site shall provide the public the
2470 ability to email complaints to CONTRACTOR.

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2471 **ARTICLE 20. Service Inquiries and Complaints**

2472 20.01 CONTRACTOR'S Customer Service. All service inquiries and complaints shall
2473 be directed to CONTRACTOR. A representative of CONTRACTOR shall be available to receive
2474 the complaints during normal business hours. All service complaints will be handled by
2475 CONTRACTOR in a prompt and efficient manner. An initial response to the Customer shall be
2476 within one (1) Work Day. In the case of a dispute between CONTRACTOR and a Customer, the
2477 matter will be reviewed and a decision made by the Contract Administrator.

2478 20.02 Customer Service data Base. CONTRACTOR shall insure that the customer
2479 service data base contains complete and current information related to the CITY and its
2480 Collection Services in order to allow CSR'S to provide accurate information to CITY Customers.
2481 CONTRACTOR shall correct or update data in the customer service data base within three (3)
2482 Working Days of notification by CITY.

2483 20.03 CSR Accuracy. CONTRACTOR CSR's shall fully utilize the customer service
2484 data base and other resources as necessary in order to provide an accurate and complete
2485 response to questions from CITY Customers.

2486 20.04 Response Requirements. For those complaints related to missed Collections
2487 that are received by 3:00 p.m. on a Work Day, CONTRACTOR will return to the Customer
2488 address and Collect the missed materials before leaving the Service Area for the day. For
2489 those complaints related to missed Collections that are received after 3:00 p.m. on a Work Day,
2490 the CONTRACTOR shall have twenty-four (24) hours to resolve the complaint. For those
2491 complaints related to repair or replacement of Carts or Bins, the appropriate Articles of this
2492 Agreement shall apply.

2493 20.05 Missed Collections. CONTRACTOR agrees that it is in the best interest of the
2494 CITY that all Solid Waste, Recyclables and Compostable Materials be Collected on the
2495 scheduled Collection day. Accordingly, missed Collections will normally be Collected as set
2496 forth above regardless of the reason that the Collection was missed. However, in the event a
2497 Customer requests missed Collection Service more than two (2) times in any consecutive two
2498 (2) month period the Contract Administrator will work with CONTRACTOR to determine an
2499 appropriate resolution to that situation. In the event CONTRACTOR believes any complaint to
2500 be without merit, CONTRACTOR shall notify the Contract Administrator, either by Fax or email.
2501 The Contract Administrator will investigate all disputed complaints and render a decision.

2502 20.06 Disputes about Collection of Certain Items. It is recognized that disputes may
2503 arise between CITY and CONTRACTOR with regard to the Collection of certain items due to
2504 disputes over the specific language of this Agreement. The Contract Administrator may from
2505 time to time notify CONTRACTOR to remove all such material. If it is determined that the
2506 disputed material did not conform to this Agreement's specifications, CONTRACTOR shall be
2507 entitled to compensation for removal as set forth in Exhibit 1 to this Agreement.

2508 **ARTICLE 21. Modifications to the Agreement**

2509 21.01 Agreement Modifications and Changes in Law. CITY and CONTRACTOR
2510 understand and agree that the California Legislature has the authority to make comprehensive
2511 changes in Solid Waste Management legislation and that these and other changes in law in the

future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. CONTRACTOR agrees that the terms and provisions of CITY Legislation, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of CONTRACTOR located within the Service Area. In the event any future change in law, modifications to CITY Legislation, or directed changes by CITY materially alters the obligations of CONTRACTOR, then the affected compensation as established under this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function. contrary to law. CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, CITY and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in the Agreement under this Article. CITY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

21.02 CITY-Directed Changes. CITY may direct CONTRACTOR to perform additional services (including new diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum diversion requirement set forth in Article 13 of this Agreement, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which CITY may direct. CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

21.03 Service Proposal. Within thirty (30) calendar days of receipt of a request for a service change from CITY, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

21.03.1 Program objectives and goals to be used in measuring the success of the program as discussed in Section 21.07 below;

21.03.2 Collection methodology to be employed (equipment, manpower, etc.);

21.03.3 Equipment to be utilized (vehicle number, types, capacity, age, etc.);

21.03.4 Labor requirements (number of employees by classification);

21.03.5 Type of Carts or Bins to be utilized;

21.03.6 Provision for program publicity, education, and marketing; and

21.03.7 Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

21.04 Incremental Costs. In the event the change(s) in service results in an incremental cost increase over the life of the Agreement, CONTRACTOR will be responsible for the first ten thousand (\$10,000) of such increase in the aggregate. To the extent costs are projected to exceed ten thousand dollars (\$10,000), CITY and CONTRACTOR shall agree on the amount of additional costs to be reimbursed to CONTRACTOR prior to the initiation of the service change.

21.05 Other Contractors. CONTRACTOR acknowledges and agrees that CITY may permit other contractors or companies besides CONTRACTOR to provide additional Collection Services and such other services not otherwise contemplated by this Agreement if CONTRACTOR and CITY cannot agree on terms and conditions, including compensation adjustments, of such services in one hundred twenty (120) calendar days from the date when CITY first requests a proposal from CONTRACTOR to perform such services.

21.06 Monitoring and Evaluation. At CITY'S request, CONTRACTOR shall meet with CITY to describe the progress of each new program and other service issues. At each meeting, CITY and CONTRACTOR shall have the opportunity to discuss revisions to the program. If applicable, CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by CONTRACTOR and/or CITY necessary to evaluate the performance of each program.

21.07 Termination for Cause. CITY shall have the right to terminate a program or assign the program to a third party for cause at no cost to CITY or CITY'S ratepayers if CONTRACTOR is not achieving the program's agreed to and defined goals and objectives. Prior to such termination or assignment, CITY shall meet and confer with CONTRACTOR for a period of up to ninety (90) calendar days to resolve CITY'S concerns. Thereafter, CITY may terminate the program or utilize a third party to perform these services if CITY reasonably believes CONTRACTOR cannot meet or is not meeting the agreed to and defined project goals and objectives. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, in the event CITY elects to utilize a third party to continue the program, thereafter until the third party takes over the program.

21.08 Termination without Cause. CITY shall also have the right to terminate a program without cause. As a condition of the termination, CITY shall reimburse CONTRACTOR for all costs incurred for implementation and performance of the program that were identified in the program proposal prepared and submitted by CONTRACTOR and agreed to by CITY which will have not been funded or otherwise recovered through program compensation at the time the program is terminated.

21.09 Rate Adjustment at Termination. In the event a program is terminated as set forth in Section 21.07 or 21.08 above, CONTRACTOR shall adjust all Customer rates to remove the component of the rate used to fund the program. The rates shall be adjusted as of the effective date of the termination of the program.

ARTICLE 22. Recordkeeping, Inspections, and Reporting

22.01 Record Keeping.

22.01.1 Accounting Records. CONTRACTOR shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services provided under this Agreement, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be subject to audit, copy, and inspection. Gross revenues derived from provision of the Collection Services, including revenues from the sale of Recyclables, including CRV revenue or revenue from the sale of Composted Material, whether such services are performed by the CONTRACTOR or by a subcontractor or subcontractors, shall be recorded as revenues in the accounts of CONTRACTOR. These records shall be separate and segregated from other records maintained by CONTRACTOR for the provision of other services outside the scope of this Agreement as may be provided by CONTRACTOR. CONTRACTOR shall maintain and preserve all cash, billing and disposal records for a period of not less than five (5) years following the close of each of CONTRACTOR'S fiscal years. CITY shall have access to any statistics and data related to this Agreement.

22.01.1.1 CONTRACTOR shall submit to CITY a monthly, quarterly, and annual statement of revenues collected and a breakdown of the franchise fees being remitted.

22.01.1.2 CONTRACTOR shall submit to CITY a monthly, quarterly, and annual statement of expenditures related to the household batteries collection program and the CFL program.

22.01.2 Agreement Materials Records. CONTRACTOR shall maintain records, by material type, of the quantities of Discarded Material Collected, processed, sold, donated or given for no compensation, and Disposed, including residue, under the terms of this Agreement. CITY shall have access to any statistics and data related to this Agreement.

22.01.3 Other Records. CONTRACTOR shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Article 22 or elsewhere in the Agreement. CITY shall have access to any statistics and data related to this Agreement.

22.02 Reporting Requirements. Monthly reports shall be submitted quarterly within twenty (20) days of the end of the last calendar month in which service was provided. Quarterly summaries of the monthly reports shall be submitted at the same time. Annual reports shall be submitted no later than sixty (60) calendar days after the end of each calendar year. Except as set forth herein, monthly, quarterly and annual reports shall be submitted electronically in a format that is approved by CITY using software acceptable to CITY.

22.03 Monthly Reports. Monthly reports to the CITY shall include:

22.03.1 Solid Waste Data. The number of SFD, MFD, school, CITY and Commercial Customers and the number of Solid Waste Bins and Carts distributed by size and Customer type. A listing of the actual tonnage from all Collection Services, including Bulky Goods Service, Collected, diverted and Disposed by CONTRACTOR at the Disposal Facility for the preceding month sorted between SFD, MFD, CITY and Commercial Customers and between Roll-Off Boxes and all other Containers to the extent practical, and CITY Special Event Collection Service results. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.

2638 22.03.1.1 CONTRACTOR shall only be responsible for providing
2639 self-haul data from CONTRACTOR owned facilities. CONTRACTOR shall use the best
2640 available data to determine material type, diversion and disposal information.

2641 22.03.2 Recycling Data. The number of gross tons Collected monthly on
2642 average by material type by route for SFD, MFD, CITY, school and Commercial Customers,
2643 including Recyclables Collected as part of Bulky Goods Service, for the preceding month.
2644 The weekly and average participation rates for each month relative to the total number of
2645 Customers by Customer type and set-outs by percent. All tonnage data should be compared
2646 to the corresponding tonnage data from the prior year comparable period. Separate reports
2647 shall be prepared for the following major program components: (1) SFD; (2) MFD; (3) CITY
2648 facilities; (4) Emery Unified School District; (5) Commercial.

2649 22.03.3 Compostable Material Data. The average daily gross tons
2650 Collected monthly by route for SFD, MFD, CITY, school and Commercial Customers, and
2651 average daily number of set-outs. Indicate average participation rates relative to the total
2652 number of Customers in terms of weekly set-out counts. Indicate number of Compostable
2653 Bins and Carts distributed by size and Customer type. All tonnage data should be compared
2654 to the corresponding tonnage data from the prior year comparable period.

2655 22.03.4 Bulky Goods Collection Data. The number of gross tons
2656 Collected monthly, along with the number of tires and appliances Collected.

2657 22.03.5 Customer Service Log. A summary of the customer service log,
2658 including the type and number of complaints and their resolution. Copies of all written and/or
2659 electronic records of all calls related to missed pickups and responses to such calls.

2660 22.04 Quarterly Reports. Quarterly reports to CITY shall include:

2661 22.04.1 Monthly Data. All monthly reports in Section 22.04 summarized
2662 by month and averaged for the quarter. All tonnage data should be compared to the
2663 corresponding tonnage data from the prior year comparable period.

2664 22.04.2 Public Education and Information Activities. CONTRACTOR shall
2665 report on all public education and information activities undertaken during the period,
2666 including distribution of bill inserts, Collection notification tags, community information and
2667 events, school visits, tours and other activities related to the provision of Collection Services.
2668 This report shall discuss the impact of these activities on Recycling and Compostable
2669 Material program participation and provide details of events and activities planned for the
2670 next period.

2671 22.04.3 Recycling and Compostable Material Programs. An analysis of
2672 any Recycling and Compostable Material Collection, processing and marketing issues or
2673 conditions occurring during the previous quarter (such as participation, setouts,
2674 contamination, etc.) and possible solutions, discussed separately for SFD, MFD, CITY,
2675 school and Commercial programs. This data shall contain the percentage of total Commercial
2676 service volume that is Solid Waste, Recyclables, and Compostable Materials and other
2677 materials as appropriate so that the total equals one hundred (100) percent of the total
2678 volume Collected during the quarter.

2679 22.04.4 Customer Service Data. A summary narrative of problems
2680 encountered with Collection and processing activities and actions taken. Indicate type and
2681 number of Non-Collection Notices left at Customer locations. Indicate instances of property
2682 damage or injury, significant changes in operation, market factors, publicity conducted, needs
2683 for publicity. Include description of processed material loads rejected for sale, reason for
2684 rejection and disposition of load after rejection. A printed copy of the "screen print-out" of the
2685 most current Emeryville customer service data base pages.

2686 22.04.5 Customer Base Data. CONTRACTOR shall provide, Customer
2687 base data consisting of the number of SFD, MFD and Commercial Customers billed, sorted
2688 by Customer type, Container size, number of Containers and frequency of Collection. This
2689 data shall contain the percentage and number of MFD and Commercial Customers that have
2690 Recycling Collection Service reported separately for Commercial and MFD Customers. This
2691 data shall also include a separate list of all service accounts cancelled due to non-payment,
2692 consisting of name, service address, billing address, service received, service level for each
2693 service received including Cart or Bin size and frequency of service, days of Collection and
2694 for SFD, MFD, and Commercial Customers, the Customer contact information.

2695 22.04.6 Special Events. Summary of each special event activity, (CITY-
2696 sponsored or drop-off) including; the name and date of the event, the tonnage Collected,
2697 diverted and Disposed by material type, and other services provided. CONTRACTOR shall
2698 also provide information regarding the logistics of the event and suggestions for improving
2699 future events.

2700 22.04.7 Summary of Historical and Proposed Activities. CONTRACTOR
2701 shall provide a narrative of activities undertaken during the quarter and those planned or
2702 proposed for the upcoming quarter.

2703 22.05 Annual Reports. The annual report to CITY shall include:

2704 22.05.1 Quarterly Data. All quarterly reports in Section 22.05 summarized
2705 by quarter and averaged for the year. For all annual reports beginning with the report for the
2706 second calendar year, CONTRACTOR shall include a historical comparison of the last
2707 calendar year and the average of all calendar years.

2708 22.05.2 Recycling Data. Indicate, by material type (and grade where
2709 appropriate), the monthly totals of Recyclables processed and sold including facility name
2710 and location, average price received per ton and total recycling revenue received. Indicate
2711 any quantities, by material type, donated or otherwise disbursed without compensation.
2712 Indicate number of Recycling Bins and Carts distributed by size and Customer type. Also
2713 provide the total and location for residue Disposed.

2714 22.05.3 Waste Oil Program. CONTRACTOR shall provide detailed
2715 financial data regarding the cost of providing Waste Oil Collection Service. To the extent
2716 practical segregate the program costs between the SFD and MFD programs. Financial data
2717 should include but not be limited to costs in the following four categories, administration,
2718 Collection, transportation and Disposal.

2719 22.05.4 Compostable Materials. Indicate the monthly totals of
2720 Compostable Materials Collected, processed and sold including facility name and location,

average price received per ton and total Compostable Materials revenue received. Indicate total tons provided to CITY, or otherwise disbursed without compensation. Indicate number of Compostable Material Bins and Carts distributed by size and Customer type. Indicate number of Commercial indoor Compostable Materials Containers distributed. Also provide the total and location for residue Disposed.

22.05.5 Customer Base Data. CONTRACTOR shall provide, Customer base data, segregated by Customer class into SFD, MFD, Commercial, school and CITY Customers, consisting of name, service address, billing address service received, service level for each service received including Cart or Bin size and frequency of service, days of Collection and for MFD and Commercial Customers, the Customer contact information. This data shall also include a separate list of all service accounts cancelled due to non-payment, consisting of name, service address, billing address, service received, service level for each service received including Cart or Bin size and frequency of service, days of Collection and for SFD, MFD, and Commercial Customers, the Customer contact information.

22.05.6 Special Events. Provide a summary of each special event activity, including; the name and date of the event, the tonnage Collected, diverted and Disposed by material type, and other services provided. CONTRACTOR shall also provide information regarding the logistics of the event and suggestions for improving future events. For all annual reports beginning with the report for the second Agreement Year, CONTRACTOR shall include a historical comparison of the last Agreement Year and the average of all Agreement Years.

22.05.7 Recycling Assessments. Provide a summary of each visit, including; the name and service address of the complex, the date of the visit, and the results of the assessment in a form and format mutually agreed to between CITY and CONTRACTOR.

22.06 Additional Reporting. CONTRACTOR shall furnish CITY with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

22.07 Correction of Reports. In the event CONTRACTOR is notified in writing by CITY of the need to resubmit a corrected monthly or annual report, as set forth above, CONTRACTOR shall submit the corrected report within three (3) Work Days of the written notification.

22.08 Inspection. CITY shall be granted access upon two (2) Work Days notice to all records and reports maintained or submitted by CONTRACTOR under this Agreement, including all computerized records maintained by CONTRACTOR, and shall be granted access upon reasonable notice to hard copies of such records at CONTRACTOR'S facilities. CITY shall be granted access upon one (1) Work Days notice to inspect CONTRACTOR'S facilities. CITY shall have the right to accompany Collection vehicles on routes with one (1) week prior notice to CONTRACTOR. Expense information submitted by CONTRACTOR under the terms of this Agreement shall be held in strict confidence by CITY to the extent permitted by law; provided, however, that CONTRACTOR shall indemnify CITY (in the manner specified in Article 27) and, with counsel reasonably acceptable to CITY, assume the defense of (including all fees

and costs of defense) any suit or other action challenging CITY'S confidential treatment of such information.

22.09 Records Security. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as fire, theft, and earthquake. Electronically maintained data/records shall be protected and backed up at least monthly. Where CITY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, CITY may, by written request or demand of the Contract Administrator, require that custody of the records be given to CITY and that the records and documents be maintained at CITY offices. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

22.10 Financial Records. In addition to all other reports required under this Agreement, CONTRACTOR shall submit annually to CITY, year-end financial statements for its parent corporation.

ARTICLE 23. Quality of Performance of Contractor

23.01 Intent. CONTRACTOR acknowledges and agrees that one of CITY'S primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent feasible.

23.02 Service Supervisor. CONTRACTOR will provide the name of the supervisor to be in charge of the Collection Service within the Service Area to the CITY no later than January 1, 2011. At least thirty (30) calendar days prior to replacing the supervisor, CONTRACTOR shall notify CITY in writing of the name and qualifications of the new service supervisor. CONTRACTOR shall insure that such replacement is an individual with like qualifications and experience. The supervisor shall be available to the Contract Administrator through the use of telecommunication equipment, and be able to respond to voice messages within thirty (30) minutes at all times that CONTRACTOR is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor. The service supervisor shall provide CITY with an emergency phone number where the supervisor can be reached outside of normal business hours.

23.03 Liquidated Damages. The parties further acknowledge that consistent and reliable Collection Service is of utmost importance to CITY and that CITY has considered and relied on CONTRACTOR'S representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if CONTRACTOR fails to achieve the performance standards or fails to submit required documents in a timely manner CITY, and residents and businesses of CITY will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to CITY'S right to treat such non-performance as an event of default under Article 26, the parties agree that the liquidated damage amounts defined in this Article represent

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2806 reasonable estimates of the amount of such damages considering all of the circumstances
 2807 existing on the effective date of this Agreement, including the relationship of the sums to the
 2808 range of harm to CITY, Customers and the community as a whole that reasonably could be
 2809 anticipated and the anticipation that proof of actual damages would be costly or impractical. In
 2810 placing their initials at the places provided, each party specifically confirms the accuracy of the
 2811 statements made above and the fact that each party has had ample opportunity to consult with
 2812 legal council and obtain an explanation of the liquidated damage provisions at the time that the
 2813 Agreement was made.

2814 CITY Initial Here

P.O.

CONTRACTOR Initial Here

[Signature]

2815 CONTRACTOR agrees to pay (as liquidated damages and not as ~~penalty~~) the following
 2816 amounts:

LIQUIDATED DAMAGES			
Item		Section	Amount
a.	Failure to obtain any approval, or consent of CITY or to notify CITY when required.	5.01.2 and Various Sections (See Exhibit 9)	\$100.00 per incident.
b.	Failure to comply with the hours of operation as required by this Agreement.	6.02.1	\$100.00 per incident.
c.	Failure to properly return empty Carts or Bins, upon notification of the Customer to the place and position in which the Cart or Bin was found or to place Carts upright with lids secured in excess of twenty-five (25) occurrences per quarter.	6.02.3	\$100.00 per incident per day.
d.	Failure to commence service to a new Customer account within seven (7) Work Days after initial order or date scheduled by the Customer.	6.02.5	\$100.00 per incident.
e.	Failure to change service to a Customer account within seven (7) Work Days or date scheduled by the Customer after notification.	6.02.6	\$100.00 per incident per day.
f.	Delivery of Carts or Bins without proper labels.	6.04.3	\$100.00 per Cart or Bin.
g.	Failure to repair or replace damaged Carts, Bins, or other Containers within the time required by this Agreement in excess of five (5) occurrences per commodity per quarter.	6.04.4	\$100.00 per incident.
h.	Failure to deliver or exchange Carts, Bins, or other Containers within the time required by this Agreement or date scheduled by the Customer.	6.04.5	\$100.00 per incident.

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LIQUIDATED DAMAGES			
Item		Section	Amount
i.	Failure to deliver any Collected materials to a CITY approved Disposal, transfer or processing facility as appropriate, except as otherwise expressly provided in this Agreement.	6.08	\$1,000.00 first failure. \$5,000.00 each subsequent failure.
j.	Disposal of Recyclables or Compostable Materials in the Disposal Facility without first obtaining the required permission of CITY.	6.08.2 & 6.08.3	\$1,000.00 per load.
k.	Commingling Solid Waste with Recyclables during Collection and transportation to the Transfer Station.	6.12.1	\$500.00 per incident.
l.	Failure to clean up litter or spillage of material, or vehicle fluids proven to be caused by CONTRACTOR.	6.13	\$100.00 per incident.
m.	Damage to public streets within the CITY proven to be caused by CONTRACTOR to its condition immediately prior to the incident.	6.13.2	Actual cost of repair to CITY'S reasonable satisfaction at no cost to CITY.
n.	Failure to repair damage to private property proven to be caused by CONTRACTOR or its personnel to its condition immediately prior to the incident.	6.14	\$100.00 per incident.
o.	Damage to private streets within the CITY proven to be caused by CONTRACTOR to its condition immediately prior to the incident.	6.14	Actual cost of repair to Customers reasonable satisfaction at no cost to Customer.
p.	Failure to repair damage to public property proven to be within the CITY caused by CONTRACTOR or its personnel to its condition immediately prior to the incident.	6.15	\$100.00 per incident.
q.	Failure to replace Waste Oil Container at the time of Collection in excess of five (5) occurrences per quarter.	7.11.4 & 8.02.15	\$100.00 per incident.
r.	Failure to deliver Waste Oil Container within seven (7) Work Days of notification of need for delivery or replacement in excess of five (5) occurrences per quarter.	7.11.4 & 8.02.15	\$100.00 per incident.
s.	Failure to empty public litter Containers as required by this Agreement in excess of five (5) occurrences per quarter.	10.03	\$100.00 per incident per location.

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LIQUIDATED DAMAGES			
Item		Section	Amount
t.	Charging rates that are not included in Exhibit 1	12.01	\$100.00 per incident.
u.	Failure to correct incorrect billing of a Customer brought to the attention of CONTRACTOR by CITY or Customer, by the next billing cycle.	12.02	\$100.00 per incident.
v.	Failure to provide notice of intent to cancel service or notice of cancellation as required under the provisions of this Agreement.	22.08.1	\$500.00 per incident.
w.	Failure to meet the annual compliance tonnage requirements of the diversion plan approved by CITY. (Calculated per calendar year.)	13.0	Shortfall of 5.001 % - 10%: \$7,500.00 per calendar year. Shortfall of 10.001 % or greater: \$15,000.00 per calendar year.
x.	Changing residential routes without proper notification to the Customer.	14.02	\$50.00 per Customer.
y.	Failure to conduct route audits as required by this Agreement.	14.03	\$100.00 per incident.
z.	Failure to provide and utilize required vehicles, as specified in this Agreement in excess of five (5) occurrences per quarter.	15.01	\$100.00 per incident.
aa.	Failure to display CONTRACTOR'S name and customer service phone number on Collection vehicles, Bins Compactors and Roll-Off Boxes.	15.05	\$100.00 per incident.
bb.	Failure to maintain equipment, vehicles, Carts, Bins and other Containers in a clean, safe, and sanitary manner.	15.08	\$100.00 per incident.
cc.	Failure to properly cover materials in Collection vehicles.	15.11	\$250.00 per incident.
dd.	For each proven occurrence of obvious uncourteous behavior to a Customer in excess of one (1) occurrence per quarter.	16.02	\$100.00 per incident.
ee.	Failure to have CONTRACTOR personnel in proper uniform.	16.02	\$50.00 per incident.
ff.	Failure to have a vehicle operator properly licensed.	16.04	\$500.00 per incident.

LIQUIDATED DAMAGES			
Item		Section	Amount
gg.	Failure to maintain office hours as required by this Agreement.	19.01	\$100.00 per incident.
hh.	Failure to provide Spanish, speaking customer service representatives and Language Line Service as required by this Agreement.	19.03	\$100.00 per incident.
ii.	Failure to provide Telecommunications Device for the Deaf (TOO) Services.	19.03	\$100.00 per incident.
jj.	Failure to have a Customer service representative answer a phone call within a three (3) minute average for any month and or for each single caller having to wait more than ten (10) minutes. In excess of five (5) occurrences per quarter.	19.04.1	\$100.00 per incident.
kk.	Failure to initially respond to a Customer complaint within the time period set in this Agreement.	20.01	\$100.00 per incident.
ll.	Failure to maintain data approved by CITY in customer service data base, not corrected within three (3) Working Days	20.02	\$100.00 per incident
mm.	Failure by a CSR to provide complete and accurate information in response to a Customer inquiry or complaint in excess of five (5) occurrences per quarter.	20.03	\$100.00 per incident
nn.	Failure or neglect to resolve each missed Collection within the time set forth in Section 20.04, in excess of twenty-five (25) occurrences per commodity per quarter.	20.04	\$100.00 per incident.
oo.	Failure to provide accurate documents and reports as required under the provisions of this Agreement.	22.03,22.04 & 22.05	\$100.00 per incident.
pp.	Failure to correct submittal of inaccurate data within three (3) days (or such other time period as may be agreed to in writing between CITY and CONTRACTOR) of notification by CITY.	22.08	\$250.00 per incident per day.
qq.	Failure to cure non-compliance with the provisions of Sections 26.01.4 and 26.01.5 of this Agreement in the manner and time set forth herein.	26.01	\$150.00 per incident.
rr.	Failure to comply with applicable CITY Ordinances, laws and permit requirements.	24.01 and 24.02	\$500.00 per incident.

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LIQUIDATED DAMAGES			
Item		Section	Amount
ss.	Failure to meet the requirements of the CITY Living Wage Ordinance,	33.01	\$50.00 per employee per pay period.
tt.	Failure or neglect to complete at least eighty (80) percent of each route on the regular scheduled Collection Service Work Day.	General Requirement	\$500.00 for each route not completed.
uu.	Failure to Collect from the same Customer on two (2) consecutive schedule pick-up days.	General Requirement	\$100.00 per incident.

2817

2818 **23.04 Procedure for Assessing Liquidated Damages.**

2819 23.04.1 CITY may determine the occurrence of events giving rise to
 2820 liquidated damages through the observation of its own employees or representative or
 2821 investigation of Customer complaints.

2822 23.04.2 Prior to assessing liquidated damages, CITY shall give
 2823 CONTRACTOR notice of its intention to do so. The notice will include a brief description of
 2824 the incident(s)/non-performance. CONTRACTOR may review (and make copies at its own
 2825 expense) all information in the possession of CITY relating to incident(s)/non-performance.
 2826 CONTRACTOR may, within ten (10) working days after receiving notice, request a meeting
 2827 with CITY to present evidence regarding the accuracy of the facts related to the incident. If a
 2828 meeting is requested, it shall be held by the Contract Administrator or his/her designee.
 2829 CONTRACTOR may present evidence in writing and through testimony of its employees and
 2830 others relevant to the incident(s)/non-performance. The Contract Administrator or designee
 2831 will provide CONTRACTOR with a written explanation of his or her determination on each
 2832 incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The
 2833 decision of the Contract Administrator or designee may be appealed to the CITY Council.
 2834 The decision of the CITY Council shall be final and CONTRACTOR shall have been deemed
 2835 to have exhausted its administrative remedies and can thereafter challenge such ruling in
 2836 court or through procedures established herein.

2837 23.04.3 CITY may assess liquidated damages for each calendar day or
 2838 event, as appropriate, CONTRACTOR is determined to be liable in accordance with this
 2839 Agreement.

2840 23.04.4 CONTRACTOR shall pay any liquidated damages assessed by
 2841 CITY within ten (10) days after they are assessed. If they are not paid within the ten (10) day
 2842 period, CITY may proceed against the performance bond required by the Agreement or
 2843 terminate the franchise granted by this Agreement, or both.

2844 **ARTICLE 24. Compliance with Laws and Permits**

2845 24.01 Compliance with Law. CONTRACTOR shall comply, at its expense, fully and
 2846 faithfully with all local, state, and federal laws, ordinances, regulations and permit requirements,

including CITY Legislation, as they may be amended from time to time, applicable to its performance under this Agreement, or in any way related to CONTRACTOR'S performance of the services required under this Agreement; including, but not limited to, local, state, and federal laws, ordinances, and regulations relating to Collection, Disposal, and processing of Solid Waste; and laws, ordinances, and regulations relating to protection or contamination of the environment. Without limiting the generality of the foregoing, CONTRACTOR shall, at its sole expense, prepare and complete, or arrange for the preparation and completion of, any environmental impact report or other environmental review required under applicable local, state and federal law for the construction, modification, or operation of physical plants it owns and/or operates independent of this Agreement, if any, necessary to perform the services described in this Agreement.

24.02 Permits, Authorizations, and Licenses. CONTRACTOR shall obtain, and shall maintain throughout the term of this Agreement, at CONTRACTOR'S sole expense, all necessary permits, licenses, inspections, and approvals required for CONTRACTOR to perform all the work and services agreed to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall show proof of such permits, licenses, or approval and shall demonstrate compliance with the terms and conditions of such permits, license, or approvals upon the request of the CITY.

ARTICLE 25. Independent Contractor

25.01 CONTRACTOR an Independent Contractor. CONTRACTOR shall perform all work under this Agreement as an independent contractor. Neither CONTRACTOR nor its officers, employees, agents, consultants, contractors, or subcontractors shall be considered an officer, employee, agent, consultant, or servant of CITY. No approval or review by CITY of a subcontract or other agreement between CONTRACTOR and a third party shall affect the status of CONTRACTOR as an independent contractor.

25.02 CONTRACTOR Solely Responsible for its Acts and Omissions. CONTRACTOR shall have exclusive control over the details of the services and work performed pursuant to this Agreement, and over all Persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, consultants, employees, and contractors or subcontractors, and shall indemnify CITY therefore as provided in Article 27.

25.03 No Partnership or Joint Venture Created. Nothing in this Agreement shall be construed as creating a partnership or joint venture between CITY and CONTRACTOR, or as giving CITY a duty to supervise or control the acts or omissions of any Person performing services or work under the Agreement.

25.04 No Entitlement to Benefits. Neither CONTRACTOR nor its officers, employees, agents, consultants, contractors, or subcontractors shall be entitled to any retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to any CITY employees, and CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

ARTICLE 26. Default of Agreement

26.01 Termination. CITY may cancel this Agreement, except as otherwise provided below in this Article, by giving CONTRACTOR thirty (30) calendar days advance written notice,

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to be served as provided in Article 32.07, upon the occurrence of anyone of the following events:

26.01.1 Insolvency. CONTRACTOR takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy court or a petition or answer seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

26.01.2 Bankruptcy. By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall become null, void and of no effect, unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

26.01.3 Receivership. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of CONTRACTOR, and such possession or control continues in effect for a period of sixty (60) calendar days; or

26.01.4 Refusal to Pay Liquidated Damages. CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due CITY and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

26.01.5 Final Judgment Unsatisfied. CONTRACTOR has defaulted by allowing any final judgment for the payment of money to CITY stand against it unsatisfied and said default is not cured within thirty (30) calendar days of entry of judgment or receipt of written notice by CITY to do so, whichever date occurs earlier; or

26.01.6 Failure to Perform. CONTRACTOR has failed or refused to perform or observe the terms, conditions or covenants in this Agreement, including satisfactory compliance with the requirements of the service levels prescribed herein, or any of the rules and regulations promulgated by CITY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto: and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or, if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by CONTRACTOR of written demand from CITY to do so, CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced, fails thereafter to diligently pursue a cure to the default.

26.02 Performance Bond or Letter of Credit. In the event that the monies due CITY under Article 26.01.4 above or an unsatisfied final judgment under Article 26.01.5 above is the subject of a judicial proceeding, CITY may, at its option call the performance bond or letter of

2931 credit, or hold CONTRACTOR in default of this Agreement. All bonds shall be in the form
2932 acceptable to the City Attorney; or

2933 26.03 Burden of Proof. In any dispute concerning failure to remedy or diligence in
2934 pursuing a cure, CONTRACTOR shall have the burden of proof to demonstrate: (a) that the
2935 default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with
2936 diligence to cure said default, and such default will be cured within a reasonable period of time.

2937 26.04 Interim Collection Services. In the event CONTRACTOR fails to provide
2938 Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work
2939 Day, CITY may secure CONTRACTOR'S equipment, records and other property used or useful
2940 in providing Collection Services under this Agreement in order to provide interim Collection
2941 Services until such time as the matter is resolved and CONTRACTOR is again able to perform
2942 pursuant to this Agreement. If CONTRACTOR is unable for any reason or cause to resume
2943 performance at the end of thirty (30) calendar days all liability of CITY under this Agreement to
2944 CONTRACTOR shall cease and this Agreement may be deemed terminated by CITY, and CITY
2945 shall retain equipment, records and other property used in providing Collection Services on an
2946 interim basis until CITY has made other suitable arrangements for the provision of Collection
2947 Services, which may include award of this Agreement to another contractor.

2948 26.05 Business Records. In the event that the Agreement is terminated,
2949 CONTRACTOR shall furnish CITY with immediate access to all of its business records related
2950 to its Customer and billing accounts for Collection Services.

2951 26.06 Violations. Notwithstanding the foregoing and as supplemental and additional
2952 means of termination of this Agreement under this Article, in the event CONTRACTOR'S record
2953 of performance shows CONTRACTOR has frequently, regularly or repetitively defaulted in the
2954 performance of any of the covenants and conditions required herein to be kept and performed
2955 by CONTRACTOR in the reasonable opinion of CITY, and regardless of whether
2956 CONTRACTOR has corrected each individual condition of default, CONTRACTOR shall be
2957 deemed a "habitual violator". If CONTRACTOR is deemed a habitual violator in the opinion of
2958 CITY, CONTRACTOR shall be deemed to have waived the right to any further notice or grace
2959 period to correct, and all of said defaults shall be considered cumulative and collectively shall
2960 constitute a condition of irredeemable default. CITY shall thereupon issue CONTRACTOR a
2961 final warning citing the circumstances. Any single default by CONTRACTOR of whatever
2962 nature, SUBsequent to the occurrence of the last of said cumulative defaults, shall be grounds
2963 for immediate termination of this Agreement. A history of substantial liquidated damages
2964 imposed pursuant to Article 23 may be used as a basis for deeming CONTRACTOR as a
2965 habitual violator. Any failure by CITY to have imposed liquidated damages where applicable
2966 shall not prevent CITY from considering CONTRACTOR'S underlying failures in any
2967 determination by CITY that CONTRACTOR shall be deemed as a habitual violator. In the event
2968 of any default, CITY may terminate this Agreement upon final, written notice of cancellation to
2969 CONTRACTOR, to be effective upon the date specified in CITY'S written notice to
2970 CONTRACTOR. All contractual fees due, plus any and all charges and interest, shall be
2971 payable to said date, and CONTRACTOR shall have no further rights. Immediately upon the
2972 specified date in such final notice, CONTRACTOR shall cease any further performance under
2973 this Agreement

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26.07 Effective Date. In the event of any of the events specified above, and except as otherwise provided in this Article, termination shall be effective upon the date specified in CITY'S written notice to CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of CITY under this Agreement to CONTRACTOR shall cease, and CITY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors for the Services specified in this Agreement. For failure to perform under the terms of this Agreement, CONTRACTOR shall reimburse CITY all direct and indirect costs of providing interim Collection Services.

26.08 Immediate Termination. CITY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond or letter of credit as required by this Agreement, CONTRACTOR fails to obtain or maintain insurance policies and/or endorsements as required by this Agreement, or CONTRACTOR fails to provide the proof of insurance as required by this Agreement.

26.09 Termination Cumulative. CITY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

26.10 Force Majeure. CONTRACTOR shall not be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "act of Force Majeure" which is not the fault of, and beyond the reasonable control of, the party claiming excuse from performance. Any labor unrest, including but not limited to, strike, work stoppage or slowdown, lockout, sick-out, picketing, or other concerted job action conducted by CONTRACTOR, CONTRACTOR'S employees, subcontractor or directed at CONTRACTOR is not an excuse from performance under this provision and CONTRACTOR shall be obligated to continue to perform Collection Services notwithstanding the occurrence of any or all of such events. To claim excuse under this Section CONTRACTOR must: (i) have taken reasonable precautions, if possible, to avoid being affected by the cause, including and (ii) notify CITY in writing within five (5) Work Days after the occurrence of the event specifying the nature of the event, the expected length of time that the CONTRACTOR expects to be prevented from performing, and the steps which the CONTRACTOR intends to take to restore its ability to perform.

26.11 The interruption or discontinuance of CONTRACTOR'S ability to perform Collection Services caused by one or more of the events described in this Section shall not constitute a default by CONTRACTOR under this Agreement. Notwithstanding the foregoing, however, if CONTRACTOR is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, upon expiration of the thirty (30) calendar days, CITY shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) calendar days' notice except that such termination may be effective two (2) Work Days after receiving notice by certified mail if such event(s) result in CONTRACTOR'S failure to perform Collection Services.

ARTICLE 27. Indemnity, Insurance, Use Of Performance Bond

27.01 CONTRACTOR'S Duty to Indemnify CITY. CONTRACTOR shall and does indemnify and hold harmless the CITY, its agents (for purposes of this Article, including attorneys and consultants), officers, employees, volunteers, successors, assigns, and appointed

and elected officials (collectively "Indemnitees") from and against any and all losses, liabilities, claims, suits, allegations, actions, damages, interest, penalties, fines, forfeitures, demands and/or causes of action (collectively "claims") arising from or in connection with CONTRACTOR'S performance hereunder, except to the extent such claims arise out of the negligence or willful misconduct of CITY, in which case CONTRACTOR'S indemnification shall be reduced in proportion to the CITY'S degree of comparative fault. CONTRACTOR shall indemnify and hold harmless the Indemnitees from and against all costs of investigation, litigation, negotiation or alternative dispute resolution; counsel fees; expenses incurred in obtaining expert testimony and the attendance of witnesses; and all other expenses and liabilities incurred in connection with the defense of any action or proceedings brought thereon, and from and against any orders, judgments, or decrees which may be entered therein. The CITY shall provide CONTRACTOR with prompt notice of any claims, and CONTRACTOR shall assume the defense of any claim, with counsel reasonably acceptable to the Indemnitees, and CONTRACTOR shall have authority to settle any claim, with the CITY'S consent which may not be unreasonably withheld and provided such settlement fully releases and extinguishes Indemnitees' alleged liability under the claim. Where a conflict of interest exists between the Indemnitees and CONTRACTOR with respect to a claim, CONTRACTOR shall provide the Indemnitees with independent legal counsel of the Indemnitees' choice, at CONTRACTOR'S expense. Without limiting the generality of the foregoing, CONTRACTOR'S indemnification shall include: personal injury, death or damage to property (including contamination); product liability, violation of federal, state, or local law; or any other claim whatsoever connected with the activities of CONTRACTOR, its subcontractors, agents, and/or employees under this Agreement or on account of the performance of character of the work performed hereunder, including unforeseen difficulties, accidents, occurrence, or omissions, including but not limited to, any failure to exclude Hazardous Waste from Collection or processing; any claim that CONTRACTOR, or its agents, subcontractors, directors, officers, employees or representatives, has breached an express or implied warranty of merchantability or fitness for particular use or any other warranty relating to any materials marketed pursuant to this Agreement; or any claim that any of them has violated any license, copyright, or other limitation on CONTRACTOR'S use of computer software in connection with CONTRACTOR'S performance of services under this Agreement; any claim that the Indemnitees have provided CONTRACTOR a franchise for the Collection of Solid Waste, Recyclables, Compostable Materials, Bulky Goods and Construction and Demolition Debris which allegedly violates state or federal law under then current judicial precedent; and any claim arising from CITY'S performance under this Agreement. Notwithstanding the foregoing, CONTRACTOR shall not be required to indemnify the Indemnitees for: (i) claims resulting entirely from the acts or omissions of independent (not affiliated with Contractor) third party owners or operators of facilities approved by CITY under this Agreement, where such third party acts or omissions are beyond CONTRACTOR'S control; and (ii) third party claims based solely on CONTRACTOR'S delivery of the de minimis amounts of materials excluded from the definition of Hazardous Waste under this Agreement to a facility approved by the CITY under this Agreement. Approval of insurance coverage, or acceptance of work or services by the CITY under this Agreement does not relieve CONTRACTOR or its agents, subcontractors, directors, officers, employees, or representatives of liability under this Section. Notwithstanding anything to the contrary in the foregoing provisions, the indemnity obligations of CONTRACTOR herein shall not in any way extend to indemnifying and/or defending the CITY or any other Indemnitees for any claim, liability, damages, liens, penalties,

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or any costs or obligations whatsoever arising from, or related to, the CITY'S setting of rates or fees under this Agreement or in connection with Proposition 218, Article XIII C and Article XIII D of the California Constitution.

27.02 Insurance. CONTRACTOR shall secure and maintain throughout the course of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors.

27.02.1 Commercial General Liability Insurance. CONTRACTOR, at its own expense, shall maintain liability and property damage insurance for the period covered by this Agreement in the amount of five million dollars (\$5,000,000) per occurrence combined single limit coverage. The scope of such coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001). CITY and CONTRACTOR shall review coverage within sixty (60) days of the end of calendar year 2015. CITY may require reasonable changes in the amount of the insurance coverage set forth herein based on documented changes in industry standards during the five (5) year period ended December 31, 2015. Such coverage shall include, but not be limited to, protection against claims arising from: bodily and personal injury, including death resulting therefrom; damage to property resulting from activities contemplated under this Agreement; product liability; and claims relating to completed operations. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to the additional insured parties. The policy shall stipulate that this insurance is primary insurance and that no other insurance carried by CITY will be called upon to contribute to a loss suffered by CONTRACTOR hereunder, except where indemnity from the CITY applies. The policy shall stipulate that this insurance shall apply separately to each of the insured parties against whom a claim is made, except with respect to the limits of the insurer's liability. Such insurance shall be with insurers and under forms of policies reasonably satisfactory in all respects to the CITY and shall provide that written notice must be given to the CITY thirty (30) days prior to policy cancellation by certified mail, return receipt requested. CONTRACTOR shall notify the CITY within thirty (30) days of its knowledge of or any material change in coverage that impacts this Collection Service Agreement.

27.02.2 Motor Vehicle Liability Insurance. CONTRACTOR, at its own expense, shall maintain motor vehicle liability insurance for the period covered by this Agreement in the amount of five million dollars (\$5,000,000) per occurrence combined single limit coverage for personal and bodily injury and property damage. The scope of such coverage shall be at least as broad as Insurance Services Office form number CA 0001 Covering Automobile Liability, Code (any auto). CITY and CONTRACTOR shall review coverage within sixty (60) days of the end of calendar year 2015. CITY may require reasonable changes in the amount of the insurance coverage set forth herein based on documented changes in industry standards during the five (5) year period ended December 31, 2015. Such insurance shall be with insurers and under forms of policies reasonably satisfactory in all respects to CITY and shall provide that written notice must be given to the CITY thirty (30) days prior to policy cancellation by certified mail, return receipt requested.

CONTRACTOR shall notify CITY within thirty (30) days of its knowledge or any material change in coverage that impacts this Collection Service Agreement.

27.02.3 Worker Compensation Insurance. CONTRACTOR at its own expense, shall carry and maintain full Worker Compensation Insurance, as required by the California Labor Code and Employer's Liability insurance with limits not less than five million dollars (\$5,000,000) for each employee per accident or disease. The scope of such coverage shall be at least as broad as the Worker's Compensation insurance required by the State of California and Employer's liability insurance. Such insurance shall be with insurers and under forms of policies reasonably satisfactory in all respects to CITY, unless CONTRACTOR is self-insured and complies with the requirements of Section 27.02.5. Such policies shall provide that written notice must be given to the CITY thirty (30) days prior to cancellation by certified mail, return receipt requested. CONTRACTOR shall notify CITY within thirty (30) days of its knowledge of any actual or impending material change in coverage that impacts this Collection Service Agreement.

27.02.4 Environmental Impairment and Pollution Liability. CONTRACTOR, at its own expense, shall carry and maintain environmental impairment liability insurance for the term, including any extensions thereto, in the amount of ten million dollars (\$10,000,000) per loss and in annual aggregate, covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available, without involvement of CITY, automatically broaden in its form of coverage to include legislative changes in the definition of waste materials and/or irritants, contaminants or pollutants. The policy shall stipulate this insurance is primary insurance and no other insurance carried by CITY will be called upon to contribute to a loss suffered by CONTRACTOR hereunder and waive subrogation against the CITY and other additional insureds.

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

27.02.5.1 The CITY, its officers, officials, employees, agents and volunteers are to be covered as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or vehicles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employee's agents (including attorneys and consultants) or volunteers.

27.02.5.2 For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects the CITY, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents, or volunteers, to the extent of the indemnities contained in this Agreement shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

27.02.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents, or volunteers.

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27.02.5.4 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 insurer's liability. CONTRACTOR shall monitor its insurance contracts and coverage at all times to provide the minimum coverage specified by this Article.

27.02.5.5 Each insurance policy required by this Article shall be occurrence based (except as provided in Section 27.02.5.10), shall be endorsed to state coverage, shall not be canceled by either party or changed materially except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

27.02.5.6 The CITY, its officers, agents, and employees shall be named as additional insured on all policies except Workers Compensation. In the event of cancellation, or material change in coverage, thirty (30) days prior written notice thereof shall be given to CITY. Notice shall be sent by certified mail to:

Contract Administrator
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608-3517

27.02.5.7 CONTRACTOR shall furnish the CITY with original certificates affecting coverage required by this clause. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by CITY before work commences. The insurance information required by this provision shall be provided to the CITY by December 1, 2010.

27.02.5.8 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or a rating which is acceptable to CITY.

27.02.5.9 The CONTRACTOR and insurer agree to waive all rights of subrogation against CITY under this Agreement for losses arising from work performed by CONTRACTOR for CITY. CONTRACTOR shall deliver the insurer's consent to such waiver within thirty (30) days of the effective date of this Agreement.

27.02.5.10 The Commercial General Liability Insurance and Automobile Liability insurance shall be written on an occurrence basis and kept in force during the entire term of this Agreement; Environmental Impairment and Pollution Liability Insurance is written on a claims-made basis and shall be maintained through continuous renewals so as to provide the same levels of coverage after the expiration of this Agreement as might be necessary to protect CITY from any and all liability during all applicable statutes of limitation which might apply to claims of third parties arising out of the activities of CONTRACTOR during the term of this Agreement. The deductibles or self-insured retention with respect to any Environmental Impairment and Pollution Liability Insurance, including any renewals as set forth herein, shall not exceed five million dollars (\$5,000,000).

27.02.5.11 CONTRACTOR shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve 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 CONTRACTOR or any subcontractor on

3189 account of any occurrence related to this Agreement, CONTRACTOR shall promptly report the
3190 facts in writing to the insurance carrier and to CITY.

3191 27.03 Subcontractors. CONTRACTOR shall include subcontractors as insureds under
3192 its policies or shall furnish separate certificates and endorsements for each subcontractor.
3193 Coverage for subcontractors shall be subject to all requirements stated herein.

3194 27.04 Non-renewal or Cancellation. Upon notification of receipt by CITY of a notice of
3195 cancellation, material change in coverage, or expiration of policy(ies), CONTRACTOR shall file
3196 with CITY certificates for any policy(ies), satisfactory to CITY.

3197 27.05 Failure to Comply. If at any time during the term of the Agreement,
3198 CONTRACTOR fails to comply with the provisions of Section 27.02, the CITY may, in addition
3199 to any other remedy available to CITY, take out and maintain, at CONTRACTOR'S expense,
3200 such insurance as CITY may deem proper and charge the cost thereof to CONTRACTOR.

3201 27.06 Deductibles and Self-Insured Retentions. Except as set forth in Section
3202 27.02.5.10 above, any deductibles or self-insured retentions shall be for the account of the
3203 CONTRACTOR and shall be the sole responsibility of CONTRACTOR.

3204 27.07 Performance Bond. CONTRACTOR shall furnish a performance bond to ensure
3205 performance of this Agreement and each and every condition of this Agreement in a form
3206 acceptable to CITY no more than thirty (30) days after execution of this Agreement. The
3207 performance bond shall be equal to two million dollars (\$2,000,000) and remain in force for the
3208 duration of this Agreement. The premium for the bond described above shall be paid by
3209 CONTRACTOR. The Surety or Sureties shall be a company or companies satisfactory to CITY
3210 and shall be duly authorized to conduct business in the State of California.

3211 **ARTICLE 28. Assignment**

3212 28.01 CITY Right to Terminate in Event of Assignment. CONTRACTOR acknowledges
3213 that this Agreement involves rendering a vital service to CITY'S residents and businesses, and
3214 that CITY has selected CONTRACTOR to perform the services specified herein based on (1)
3215 CONTRACTOR'S experience, skill and reputation for conducting its operations in a safe,
3216 effective and responsible fashion, at all times in keeping with applicable environmental laws,
3217 regulations and best management practices for Solid Waste, Recyclables, Compostable
3218 Materials and Construction and Demolition Debris, and (2) CONTRACTOR'S financial
3219 resources to maintain the required equipment and to support its indemnity obligations to CITY
3220 under this Agreement. CITY has relied on each of these factors, among others, in choosing
3221 CONTRACTOR to perform the services to be rendered by CONTRACTOR under this
3222 Agreement. Any assignment by CONTRACTOR, either directly or indirectly, in whole or in part,
3223 of its rights or any interest it may have in this Agreement including any transfer of its stock or
3224 assets to a third party shall give CITY, in its sole discretion, the basis for terminating this
3225 Agreement in whole or in part upon the giving of a thirty (30) day written notice to
3226 CONTRACTOR. In the event such notice of termination is given as authorized by this Article,
3227 CONTRACTOR shall continue, for up to six (6) months following notice of termination, to
3228 provide any or all of the services it is obligated to perform under this Agreement if requested by
3229 CITY in writing. CITY'S right to terminate the Agreement in whole or in part shall expire unless
3230 exercised within sixty (60) days of receiving written notice from CONTRACTOR as provided

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

28.02 Procedure for CITY Evaluation of Proposed Assignment. If CONTRACTOR requests CITY'S consideration of and consent to an Assignment, CONTRACTOR shall meet the following preliminary requirements:

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

28.02.2 CONTRACTOR shall furnish CITY with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;

28.02.3 CONTRACTOR shall furnish CITY with satisfactory proof that: (1) the proposed assignee has at least ten (10) years of solid waste management experience on a scale equal to or exceeding the scale of operations conducted by CONTRACTOR under this Agreement; (2) in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its solid waste operations due to any significant failure to comply with state, federal or local environmental laws and the assignee has provided CITY with a complete list of such citations and censures; (3) the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (4) the proposed assignee conducts its solid waste practices in accordance with sound management practices in full compliance with all federal, state and local laws regulating the Collection and Disposal of Solid Waste including hazardous substances; and, (5) of any other information required by CITY to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

3274 28.02.4 CONTRACTOR Default. Under no circumstances shall CITY be
3275 obliged to consider any proposed assignment if CONTRACTOR is in default at any time
3276 during the period of consideration.

3277 28.03 CITY Discretion to Accept or Reject Assignment. CITY, in its sole discretion,
3278 may accept, reject or conditionally accept the proposed assignment. If CITY accepts a partial
3279 assignment, the corporate guaranty provided in Section 2.09 and the performance bond
3280 provided in Section 27.07 shall remain in effect unless CITY in its sole discretion consents to
3281 adequate substitutes by the assignee or to a novation, and absent a novation CONTRACTOR
3282 shall not be released from liability under this Agreement.

3283 28.04 Subcontractor. The use of a subcontractor to perform services under this
3284 Agreement shall not constitute delegation of CONTRACTOR'S duties provided that
3285 CONTRACTOR has received prior written authorization from the Contract Administrator to
3286 subcontract such services and the Contract Administrator has approved a subcontractor who
3287 will perform such services. CONTRACTOR shall be responsible for directing the work of
3288 CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S
3289 subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator
3290 shall have the right to require the removal of any approved subcontractor for reasonable cause.
3291 No subcontractors have been approved by the CITY.

3292 **ARTICLE 29. CITY Right to Perform Service**

3293 29.01 Right to Perform. In the event CONTRACTOR, for any reason whatsoever, fails,
3294 refuses, or is unable to Collect, transport, process, market or Dispose of any or all Solid Waste,
3295 Recyclables, Compostable Materials, Bulky Goods, Construction and Demolition Debris and/or
3296 other Discarded Materials which are required by this Agreement, at the time and in the manner
3297 provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result
3298 thereof, Solid Waste, Recyclables, Compostable Materials, Bulky Goods, Construction and
3299 Demolition Debris and/or other Discarded Materials should accumulate in CITY to such an
3300 extent, in such a manner, or for such a time that CITY should find that such accumulation
3301 endangers or menaces the public health, safety, or welfare or upon CONTRACTOR default as
3302 set forth in Article 26, then CITY shall have the right, even if CONTRACTOR is not in breach of
3303 this Agreement, but not the obligation, upon twenty-four (24) hours prior written notice to
3304 CONTRACTOR during the period of such emergency as determined by CITY, (i) to perform, or
3305 cause to be performed, such services itself with its own or other personnel and equipment
3306 without liability to CONTRACTOR; and/or (ii) to take possession of any or all of CONTRACTOR
3307 owned equipment or licensed equipment and utilize other property owned by the
3308 CONTRACTOR used or useful in the Collection, transportation, and Disposal of Solid Waste,
3309 Recyclables, Compostable Materials, Bulky Goods, Construction and Demolition Debris and/or
3310 other Discarded Materials, and to use such property to Collect, transport, and Dispose any Solid
3311 Waste, Recyclables, Compostable Materials, Bulky Goods, Construction and Demolition Debris
3312 and/or other Discarded Materials generated within CITY which CONTRACTOR would otherwise
3313 be obligated to Collect, transport, and properly Dispose or process pursuant to this Agreement.
3314 In such an event, CONTRACTOR shall immediately make available to CITY a listing and
3315 description, including street names, of SFD, MFD and Commercial service Collection routes.

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3316 29.02 CONTRACTOR'S Notice. Notice of CONTRACTOR'S failure, refusal, or neglect
3317 to Collect, transport, and properly dispose of process Solid Waste, Recyclables, Compostable
3318 Materials, Bulky Goods, Construction and Demolition Debris and/or other Discarded Materials
3319 may be given orally by telephone to CONTRACTOR at its principal office and shall be effective
3320 immediately. Written confirmation of such oral notification shall be sent to CONTRACTOR within
3321 twenty-four (24) hours of the oral notification.

3322 29.03 CONTRACTOR further agrees in such event:

3323 29.03.1 It will take direction from CITY to effect the transfer of possession
3324 of equipment and property to CITY for CITY'S use.

3325 29.03.2 It will, if CITY so requests, keep in good repair and condition all of
3326 such equipment, provide all such equipment needed to perform Collection Services with fuel,
3327 oil, and other service, and provide such other service as may be necessary to maintain said
3328 property in operational condition.

3329 29.03.3 Subject to any labor agreements then in effect, CITY may
3330 immediately engage all or any personnel necessary or useful for the Collection and
3331 transportation of Solid Waste, Recyclables, Compostable Materials, Bulky Goods,
3332 Construction and Demolition Debris and/or other Discarded Materials, including, if CITY so
3333 desires, employees previously or then employed by CONTRACTOR. CONTRACTOR further
3334 agrees, if CITY so requests, to furnish CITY the services of any or all management or office
3335 personnel employed by CONTRACTOR whose services are necessary or useful for Solid
3336 Waste, Recyclables, Compostable Materials, Bulky Goods, Construction and Demolition
3337 Debris and/or other Discarded Materials Collection, transportation, processing, and Disposal
3338 operations and for the billing and Collection of fees for these services.

3339 29.03.4 CITY agrees it assumes complete responsibility for the proper and
3340 normal use of such equipment and facilities while in its possession.

3341 29.03.5 If the interruption or discontinuance in service is caused by reason
3342 of Force Majeure as described herein, CITY shall pay to CONTRACTOR the reasonable
3343 rental value of equipment, possession of which is taken by CITY, for the period of CITY'S
3344 possession, if any, which extends beyond the period of time for which CONTRACTOR has
3345 rendered bills in advance of service, for the class of service involved. In any other
3346 circumstance where the CITY provides service under this Article, the CITY shall have no
3347 liability to CONTRACTOR and CITY will have all of the other remedies available to it under
3348 this Agreement or by law.

3349 29.04 Temporary Possession of CONTRACTOR'S Equipment and Personnel. If CITY
3350 suffers an interruption or discontinuance of service, CITY may take possession of and use all of
3351 CONTRACTOR'S equipment and personnel described above until other suitable arrangements
3352 can be made for the provision of Solid Waste, Recyclables, Compostable Materials, Bulky
3353 Goods and/or Construction and Demolition Debris Collection Services which may include the
3354 grant of a franchise to another company.

3355 29.05 Billing and Compensation to CITY During CITY'S Possession. During such time
3356 CITY is providing Solid Waste, Recyclables, Compostable Materials, Bulky Goods, and/or
3357 Construction and Demolition Debris Collection Services, as above provided, CONTRACTOR

shall bill and collect payment from all users of the above-mentioned services. CONTRACTOR further agrees that, in such event, it shall reimburse CITY for any and all costs and expenses incurred by CITY in taking over possession of the above-mentioned equipment and property for Solid Waste, Recyclables, Compostable Materials, Bulky Goods, and/or Construction and Demolition Debris Collection service in such manner and to an extent as would otherwise be required of CONTRACTOR under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by CITY to CONTRACTOR of each statement listing such costs and expenses, but in no event later than five (5) working days from and after each such submission.

29.06 CITY'S Right to Relinquish Possession. It is further mutually agreed CITY may, at any time, at its discretion, relinquish possession of any or all of the above-mentioned equipment or personnel to CONTRACTOR and thereupon demand CONTRACTOR resume Solid Waste, Recyclables, Compostable Materials, Bulky Goods, and/or Construction and Demolition Debris Collection Services as provided in this Agreement, whereupon CONTRACTOR shall be bound to resume the same.

29.07 CITY'S Possession Not a Taking. CITY'S exercise of its rights under this Article (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of CITY to CONTRACTOR; and (iii) does not exempt CONTRACTOR from the indemnity provisions of this Agreement, which are meant to extend to circumstances arising under this Section, provided CONTRACTOR is not required to indemnify CITY against claims and damages arising from the sole negligence of CITY, its elective and appointive boards, commissions, officers, employees, agents and volunteers in the operation of Solid Waste, Recyclables, Compostable Materials, Bulky Goods, and/or Construction and Demolition Debris Collection vehicles during the time CITY has taken possession of such Solid Waste, Recyclables, Compostable Materials, Bulky Goods, and/or Construction and Demolition Debris Collection vehicles.

29.08 Duration of CITY'S Possession. CITY'S right pursuant to this Article to retain temporary possession of CONTRACTOR'S facilities and equipment and to render Collection Services shall terminate when CITY determines such services can be resumed by CONTRACTOR, or when CITY no longer reasonably requires such property or equipment. In any case, CITY has no obligation to maintain possession of CONTRACTOR'S property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to CONTRACTOR.

ARTICLE 30. Strikes and Similar Labor Actions

30.01 Strikes. In the event of a strike or similar labor action, but not including a lockout as set forth in Section 30.02 below, whereby employees of CONTRACTOR refuse to perform work for CONTRACTOR at normally anticipated levels or efficiency (a "Strike") which affects the ability of the CONTRACTOR to provide Collection Services within the jurisdictional limits of CITY in accordance with this Agreement, the following guidelines shall apply:

30.01.1 In conjunction with the execution of this Agreement, CONTRACTOR has discussed with CITY a general contingency plan. From time to time during the term of this Agreement, CONTRACTOR and CITY shall meet to discuss changes to the general contingency plan.

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30.01.2 Within twelve (12) hours of notification to CONTRACTOR by labor that it has authorized a strike, CONTRACTOR shall notify CITY Manager, by phone and email.

30.01.3 Within three (3) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with normal scheduled pick ups, CONTRACTOR shall meet with CITY and to develop a strike implementation plan.

30.01.4 Within five (5) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by the CITY, CITY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by CITY in this regard.

30.01.5 Within ten (10) Work Days of a strike, CONTRACTOR is to use commercially reasonable efforts to bring in alternate work forces and provide Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by the CITY. In this regard, CITY is not to receive priority over other governmental jurisdictions receiving services from CONTRACTOR and likewise affected by such Strike, but other such jurisdictional limits are not to receive priority over CITY with regard to the promptness *and/or* quality of service provided to CITY.

30.01.5.1 In the event CONTRACTOR'S alternate work force is unable to provide Collection Services in accordance with the normal schedules, volumes and routing set forth in this Agreement, or the schedules, volumes and routing in the agreed-upon strike implementation plan, if such plan has been agreed to by the CITY, CITY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by CITY in this regard.

30.01.6 In the event CITY elects to retain its own work force as set forth in Sections 30.01.4 and 30.01.5 above, CITY shall discuss the alternatives with CONTRACTOR before retaining such work force. Once the CITY retains its own work force, CITY shall periodically, but not more often than weekly, invoice CONTRACTOR for the reasonable direct and indirect expenses of retaining such outside services and CONTRACTOR shall reimburse CITY for such expenses within ten (10) calendar days of invoice. CITY shall have the right to charge CONTRACTOR interest on invoices which are unpaid after ten (10) calendar days at the rate of one and one half (1.5) percent per month.

30.01.7 In the event of a strike, regardless of when and what level a replacement work force is deployed by CONTRACTOR, CONTRACTOR shall not be subject to liquidated damages for the first ten (10) Working Days following the actual strike. Thereafter, liquidated damages shall be applied using a factor of eighty (80) percent which shall be applied as follows:

30.01.8 In the event the application of the liquidated damage is conditioned upon CONTRACTORS failure to complete a certain percentage of a task, that

percentage shall be multiplied by eighty (80) percent. (e.g. liquidated damage item tt. in Section 23.03, reads "failure or neglect to complete at least eighty (80) percent of each route on the regular scheduled Collection service work day." and results in a liquidated damage of one thousand dollars (\$1,000.00) for each route not completed. Application of the eighty (80) percent factor would result in a liquidated damage of one thousand dollars (\$1,000.00) for "failure or neglect to complete at least seventy-two (72) percent of each route on a regular scheduled collection service work day."

30.01.8.1 In the event the application of the liquidated damage is conditioned upon the number of times CONTRACTOR fails to perform or incorrectly performs a task, that number shall be divided by eighty (80) percent and rounded up to the nearest whole number. (e.g. liquidated damage item c. in Section 23.03, reads "failure to properly return empty Carts or Bins, upon notification of the Customer to the place and position in which the Cart or Bin was found or to place Carts upright with lids secured in excess of twenty-five (25) occurrences per quarter." and results in a liquidated damages of one hundred dollars (\$100.00) per incident per day. Application of the eighty (80) percent factor would result in a liquidated damage of one hundred dollars (\$100.00) for "failure to properly return empty Carts or Bins, upon notification of the Customer to the place and position in which the Cart or Bin was found or to place Carts upright with lids secured in excess of thirty-two (32) occurrences per quarter."

30.01.8.2 In the event the application of the liquidated damage is conditioned upon a single occurrence, the amount of the liquidated damage shall be multiplied by eighty (80) percent and rounded up to the nearest whole number. (e.g. liquidated damage item b. in Section 23.03, reads "failure to comply with the hours of operation as required by this Agreement." and results in a liquidated damages of one hundred (\$100.00) per incident. Application of the eighty (80) percent factor would result in a liquidated damage of eighty dollars (\$80.00) for "failure to comply with the hours of operation as required by this Agreement."

30.01.8 In the event CITY retains its own forces to provide full or partial Collection Service in accordance Sections 30.01.4 or 30.01.5 above, CONTRACTOR agrees that the materials Collected by those forces can be taken directly from CITY to the landfill of CONTRACTOR at Altamont, California in the event the Davis Street Transfer Station owned by CONTRACTOR is not operational. In the event neither the CONTRACTOR'S Davis Street Transfer Station nor Altamont landfill are operational during the period of such strike CONTRACTOR agrees that the materials Collected by those forces retained by CITY can be taken directly from CITY to such other landfill and/or transfer station as selected by CITY.

30.01.9 After thirty (30) days, if there is a continuing failure to perform Collection Services, such failure to perform shall be considered a default under Section 26.01 and CITY can cancel the existing Collection Agreement between CITY and CONTRACTOR. In such an event, CITY shall not waive its right to seek damages from CONTRACTOR for any increase in cost of Collection incurred by CITY as a result of the breach of this Agreement by CONTRACTOR and the consequential election by CITY to cancel such Agreement and move forward with alternate collection alternatives.

30.02 Lockout. The provisions of Section 30.01 shall not apply in the event of a lockout by CONTRACTOR. During such lockout period, CONTRACTOR shall be required to comply

with all requirements of this Agreement and shall be subject to all provisions of this Agreement for non-compliance without exception and specifically including liquidated damages and default.

ARTICLE 31. Transition to Next Contractor

31.01 Transition. In the event CONTRACTOR is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with CITY and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of SFD, MFD and Commercial Customers; providing a complete inventory of all Carts, Bins, and other Containers; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to remove or, to the extent required under the terms of this Agreement, transfer ownership of Carts, Bins, and other Containers as appropriate to CITY; including transporting such Containers to a location designated by the Contract Administrator; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

ARTICLE 32. General Requirements

32.01 Permits and Licenses. The CONTRACTOR shall obtain, at its own expense, all applicable permits and licenses required by law or ordinance and maintain the same in full force and effect.

32.02 Successors and Assigns. This Agreement shall be binding upon the successors and Assigns of the parties hereto, subject to the ability of CITY, in its sole discretion, to terminate the Agreement as prescribed in Section 4.04 in the event of an assignment by CONTRACTOR. CONTRACTOR may assign its duties which are defined in this Agreement only in accordance with procedures prescribed by CITY in its sole discretion. Any attempt by CONTRACTOR to assign or delegate its duties in any other manner shall be void and have no effect. CITY must provide written notice and a true copy of the assignment to CONTRACTOR in order to assign or delegate CITY'S duties as defined in this Agreement.

32.02.1 In the event CONTRACTOR is a corporation, partnership or other equal entity, there shall be no change in the direct or indirect legal or factual control of such entity without first obtaining the written consent of the CITY. A change of legal control includes, but is not limited to, a transfer of the ownership of over twenty (20) percent of CONTRACTOR or any Person owning a twenty (20) percent or greater interest, direct or indirect, in CONTRACTOR.

32.03 Subcontractors.

32.03.1 General. CONTRACTOR shall indemnify and hold harmless the CITY, its officers, employees, agents (including attorneys and consultants) and volunteers for the acts and omissions of its subcontractors, and its subcontractors' officers, employees, and agents in the same manner as the indemnification provided by CONTRACTOR in Article 27. No provision of this Agreement, or of any subcontract, shall be construed as creating a

contractual relationship between CITY and a subcontractor, unless CITY accepts assignment of a subcontract pursuant to this Agreement.

32.03.2 Approval. During the term of this Agreement, CITY shall have the right to object to any or all subcontracts of all or part of CONTRACTOR'S duties as defined in this Agreement. CONTRACTOR shall notify CITY of a proposed subcontract no later than ninety (90) days prior to the date on which the proposed subcontract is to become effective. Under no circumstances shall a subcontract to provide services under this Agreement take effect without the express written consent of CITY, provided that CITY'S consent shall not be withheld unreasonably, except that CITY may withhold consent if such subcontract would result in an increase in rates. In no way shall a subcontract, or CITY'S approval of a subcontract, relieve CONTRACTOR of its duty to perform pursuant to this Agreement.

32.03.3 Subcontractor's Representations and Warranties. No less than thirty (30) days before a subcontract entered to provide services under this Agreement becomes effective, CONTRACTOR shall provide CITY a certificate, in a form acceptable to CITY, bearing warranties and representations from that subcontractor that are substantially similar to those warranties and representations made by CONTRACTOR under Article 2 of this Agreement. Each subcontractor's activities must be covered fully by the performance bond pursuant to the provisions of Article 27. Each subcontractor's activities must be covered expressly and fully by CONTRACTOR'S insurance provided and maintained under Article 27 of this Agreement.

32.03.4 Subcontractor's Duty to Comply with this Agreement and Other Laws. Any subcontract entered to provide services under this Agreement shall be subject to the provisions of this Agreement. Any such subcontract shall also be subject to any applicable federal, state, and local laws.

32.04 Compliance with Laws and Regulations. CONTRACTOR hereby agrees to abide with all applicable federal, state, and local laws, ordinances, and regulations. It is understood CITY has ordinances for affecting a refuse control program. It is the responsibility of CONTRACTOR to become familiar with such ordinances, and it is understood, if any provision of said ordinances are in conflict with the conditions of this Agreement, the ordinances shall be the governing factor in regard to performance of the Agreement.

32.05 Nondiscrimination. CONTRACTOR hereby agrees to abide by all local, state and federal laws and regulations pertaining to discrimination in employment including that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, political affiliations or any other non-merit based factors, be subject to discrimination under this Agreement. Failure to abide by this provision shall be a breach of this Agreement subject to the provisions of Article 26.

32.06 Access to Records. CONTRACTOR shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data or records relating to CONTRACTOR'S obligation under this Agreement, by the Fair Employment Practices Commission, CITY or any appropriate employee, department, or agent designated by the Fair Employment Practices Commission or by CITY respectively, for the purpose of investigating CONTRACTOR'S compliance with the California Fair Employment Practices Act this Agreement.

32.07 Notices. Any and all notices to be given under this Agreement, or which any party may desire to give to another, shall be in writing. Said notices shall be deemed to have been duly given on the date of personal delivery to the other party's place of business as designated below, as may be changed from time to time by written notice, or during regular business hours on the date of facsimile to the parties specified below, or on the third day following deposit in the mail in the County of Alameda, California, said deposit to be by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below. In the case of a notice of communication by facsimile, the facsimile shall be sent to the number specified below and a written copy shall be mailed or personally delivered within three (3) days of the transmittal of the facsimile.

32.07.1 If to CONTRACTOR, notices required to be given by CITY to CONTRACTOR will be deemed received by CONTRACTOR upon being deemed "delivered" according to the provisions of this Section. Notice of Breach by CITY to CONTRACTOR may be given to CONTRACTOR orally or by telephone at the principal office if confirmed in writing and delivered in person or by facsimile by noon the following day.

32.07.2 Notice to CONTRACTOR shall be addressed to the following addresses, as indicated:

Area Vice President
Waste Management of Alameda County Inc.
172 98th Street
Oakland, CA 94603-1004
Telephone: (510) 613-2833
Facsimile: (510) 633-0106

and

Vice President and Group General Council
USA Waste of California, Inc.
7025 N. Scottsdale Road, #200
Scottsdale, AZ 85253
Telephone: (480) 624-8473
Facsimile: (832) 668-3141

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

Contract Administrator
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608
Telephone: (510) 596-4372
Facsimile: (510) 596-3724

3611 City Attorney
3612 City of Emeryville
3613 1333 Park Avenue
3614 Emeryville, CA 94608
3615 Telephone: (510) 596-4380
3616 Facsimile: (510) 596-3724

3617 32.07.4 Either party may designate a different mailing address or a
3618 different facsimile number or telephone number by providing written notice to the other party
3619 as provided in this Section.

3620 32.07.5 Notice by CITY to CONTRACTOR of a missed pick-up or a
3621 Customer problem or complaint may be given to CONTRACTOR orally, by telephone at
3622 CONTRACTOR'S local office with written confirmation sent by facsimile or U.S. mail within
3623 twenty-four (24) hours of the oral notification.

3624 32.08 Severability. Should any article(s) or section(s), or any part thereof, later be
3625 deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement
3626 shall remain in full force and affect.

3627 32.09 Conflicts of Interest. CONTRACTOR covenants and declares it has no conflicts
3628 of interest that would in any manner impair or affect CONTRACTOR'S ability to perform under
3629 this Agreement.

3630 32.10 Entire Agreement. Exhibits Included. This document incorporates and includes all
3631 prior negotiations, correspondence, conversations, agreements, and understandings applicable
3632 to the matters contained in this Agreement; and the parties agree that there are no
3633 commitments, agreements, or understandings concerning the subject matter of this Agreement
3634 that are not contained in this document or in the Disposal Service Agreement which is being
3635 executed in conjunction with this document. Accordingly, it is agreed that no deviation from the
3636 terms of this Agreement shall be predicated upon any prior representations or agreements,
3637 whether oral or written. This Agreement and the exhibits attached, which are incorporated
3638 herein and have the same effect as if they were part of the text hereof, represent the entire
3639 agreement of CITY and CONTRACTOR with respect to the services to be provided under this
3640 Agreement. No prior written or oral statement or proposal shall alter any term or provision of this
3641 Agreement. Except as provided in Article 21 no party shall be bound to any obligations,
3642 conditions, or representations except as contained herein or as provided for above in this
3643 paragraph unless agreed to by the parties in a written amendment of this Agreement.

3644 32.11 Amendment or Rescission. Except as provided in Article 21 this Agreement may
3645 be amended, modified, or rescinded only by a writing duly authorized by CONTRACTOR and
3646 CITY and executed by their authorized representatives.

3647 32.12 Applicable Law. Jurisdiction. and Attorney's Fees. This Agreement shall be
3648 governed by, and construed in accordance with, the laws of the State of California, including
3649 any regulation, ordinance, or other requirements of any governmental agency having jurisdiction
3650 over the subject matter of this Agreement. The parties agree that any state court action relating
3651 to this Agreement shall be instituted and prosecuted in the courts of Alameda County, State of
3652 California. With respect to venue, the parties agree that this Agreement is made in and shall be
3653 performed in Alameda County, California, and depositions of CITY employees shall be taken in

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Alameda County, unless another location is selected by consent of both parties. Each party shall bear its own costs and attorneys' fees in connection with any formal or informal proceeding concerning this Agreement. The prevailing party shall be entitled to reasonable attorney's fees and cost in addition to any other relief to which the party is entitled.

32.13 CONTRACTOR Representative. CONTRACTOR shall, by the effective date of this Agreement, designate in writing a responsible operations supervisor who shall have direct operational authority and who shall serve as the representative of CONTRACTOR in all matters related to the Agreement and shall inform CITY in writing of such designation and of any limitations upon his or her authority to bind CONTRACTOR. CITY may rely upon action taken by such designated representative as actions of CONTRACTOR unless they are outside the scope of the authority delegated to him/her by CONTRACTOR as communicated to CITY.

32.14 Privacy. CONTRACTOR shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude CONTRACTOR from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AS 939.

32.15 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties and their representatives, successors, and permitted assigns.

32.16 Advice of Counsel/Negotiated Agreement. Each of the parties has received the advice of legal counsel prior to signing this Agreement. The parties agree no provision or provisions may be subject to any rule of construction based upon any party being considered the party "drafting" this Agreement.

32.17 Interpretation. This Agreement shall be interpreted and construed reasonably in light of the whole Agreement, and shall not be construed either strictly for or against either party, regardless of the degree to which either party participated in its drafting.

32.18 Headings. The section headings used in this Agreement are intended for convenience and shall not be considered in determining the rights and obligations of the parties to this Agreement.

32.19 Waiver. Waiver of any term or condition contained in this Agreement by any party to this Agreement shall be in writing and shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in the Agreement. The failure of the CITY to require performance by the CONTRACTOR of any provisions of this Agreement shall in no way affect the right of the CITY to enforce the same and shall not be deemed a waiver by the CITY of any breach of any provision thereof. The subsequent acceptance by CITY of any fee, tax, or any other monies which become due from CONTRACTOR to CITY shall not be deemed to be a waiver by CITY of any breach or violation of any term, covenant, or condition of this Agreement.

32.20 Provisions Which Survive Termination or Expiration of Agreement. The following provisions of this Agreement shall survive the termination or expiration of the Agreement:

3696 32.20.1 Article 22 provisions regarding record keeping;
3697 32.20.2 Article 27 provisions dealing with insurance requirements which
3698 extend beyond the termination or expiration of the Agreement and the Indemnification
3699 provision of Article 27;
3700 32.20.3 Section 32.08; and
3701 32.20.4 Section 32.11.

3702 **ARTICLE 33. Living Wage**

3703 33.01 CONTRACTOR shall comply with the requirements of the CITY'S Living Wage
3704 Ordinance as set forth in Chapter 31 of the CITY Municipal Code, and shall require all
3705 subcontractors to comply with the requirements of the CITY'S Living Wage Ordinance

3706 **ARTICLE 34. Effective Date**

3707 This Agreement shall become effective at such time as it is properly executed by CITY and
3708 CONTRACTOR and CONTRACTOR shall begin Collection Services, as covered herein, as of
3709 January 1, 2011.

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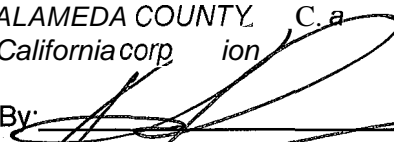
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IN WITNESS WHEREOF, the CITY and CONTRACTOR have duly authorized execution of this Agreement, and have executed the Agreement as of the dates set forth below.

CITY OF EMERYVILLE

WASTE MANAGEMENT OF
ALAMEDA COUNTY, C. a
California corp ion

By: 
Patrick D. O'Keeffe, City Manager

By: 
Barry Skolnick, Area Vice President

APPROVED AS TO FORM:


Michael Biddle, City Attorney

3728

EXHIBITS

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Exhibit 1 Approved Rates and Charges

City of Emeryville

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Point 1 SOLID WASTE COLLECTION SERVICE RATES						
A. SFD COLLECTION SERVICE – CURBSIDE – Monthly Rates Including Franchise Fees						
1	Solid Waste Cart Sizes (gallons)	10	20	32	64	96
2	SFD Collection Service Rate	\$6.74	\$10.21	\$16.91	\$33.80	\$50.71
B. SUBSCRIPTION BACKYARD CART COLLECTION SERVICE Monthly Charge Including Franchise Fees						
	Per Cart:	\$12.85				
	Solid Waste Cart Sizes (gallons)	10	20	32	64	96
2	Backyard Collection Charge	\$19.59	\$23.06	\$29.76	\$46.65	\$63.56
C. ADDITIONAL SERVICES (Note: The additional service fees include franchise fees.)						
1	Cart Sizes	10	20	32	64	96
2	Extra Curbside Cart -Per Pickup- Normal Collection Da			\$4.74	\$7.80	\$11.82
3	Special Curbside Cart-Per Pickup- Other than Normal Collection Da			\$16.91	\$33.80	\$50.71
4		\$23.71	Per Packet of 5			
5	Excess Gallon e Rate	\$0.36	Each additional allon			

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Form 2 COMMERCIAL CART SOLID WASTE Collection Service Rates						
Numero of Carts	Collection Frequency X Per Week					
	1	2	3	4	5	6
A. 32 GALLON CART SOLID WASTE COLLECTION SERVICE RATES-Including Franchise Fees						
CART SOLID WASTE COLLECTION SERVICE RATE				\$23.03	per 32 gallon equivalent	
1	\$23.03	\$46.06	\$69.09	\$92.12	\$115.15	\$138.18
2	\$46.06	\$92.12	\$138.18	\$184.24	\$230.30	\$276.36
3	\$69.09	\$138.18	\$207.27	\$276.36	\$345.45	\$414.54
4	\$92.12	\$184.24	\$276.36	\$368.48	\$460.60	\$552.72
5	\$115.15	\$230.30	\$345.45	\$460.60	\$575.75	\$690.90
6	\$138.18	\$276.36	\$414.54	\$552.72	\$690.90	\$829.08
7	\$161.21	\$322.42	\$483.63	\$644.84	\$806.05	\$967.26
8	\$184.24	\$368.48	\$552.72	\$736.96	\$921.20	\$1,105.44
9	\$207.27	\$414.54	\$621.81	\$829.08	\$1,036.35	\$1,243.62
10	\$230.30	\$460.60	\$690.90	\$921.20	\$1,151.50	\$1,381.80
1	\$46.06	\$92.12	\$138.18	\$184.24	\$230.30	\$276.36
2	\$92.12	\$184.24	\$276.36	\$368.48	\$460.60	\$552.72
3	\$138.18	\$276.36	\$414.54	\$552.72	\$690.90	\$829.08
4	\$184.24	\$368.48	\$552.72	\$736.96	\$921.20	\$1,105.44
5	\$230.30	\$460.60	\$690.90	\$921.20	\$1,151.50	\$1,381.80
6	\$276.36	\$552.72	\$829.08	\$1,105.44	\$1,381.80	\$1,658.16
7	\$322.42	\$644.84	\$967.26	\$1,289.68	\$1,612.10	\$1,934.52
8	\$368.48	\$736.96	\$1,105.44	\$1,473.92	\$1,842.40	\$2,210.88
9	\$414.54	\$829.08	\$1,243.62	\$1,658.16	\$2,072.70	\$2,487.24
10	\$460.60	\$921.20	\$1,381.80	\$1,842.40	\$2,303.00	\$2,763.60
1	\$69.09	\$138.18	\$207.27	\$276.36		\$414.54
2	\$138.18	\$276.36	\$414.54	\$552.72		\$829.08
3	\$207.27	\$414.54	\$621.81	\$829.08		\$1,243.62
4	\$276.36	\$552.72	\$829.08	\$1,105.44		\$1,658.16
5	\$345.45	\$690.90	\$1,036.35	\$1,381.80		\$2,072.70
6	\$414.54	\$829.08	\$1,243.62	\$1,658.16		\$2,487.24
7	\$483.63	\$967.26	\$1,450.89	\$1,934.52		\$2,901.78
8	\$552.72	\$1,105.44	\$1,658.16	\$2,210.88		\$3,316.32
9	\$621.81	\$1,243.62	\$1,865.43	\$2,487.24		\$3,730.86
10	\$690.90	\$1,381.80	\$2,072.70			\$4,145.40
D. COMMERCIAL CART SOLID WASTE SPECIAL & EXTRA Franchise Fees						
Extra Collection Service (Same day as regular collection)			Special Collection Service (Other than normal Collection Day)			
32	\$5.30		32	\$9.21		
64	\$10.60		64	\$18.42		
96	\$15.90		96	\$27.63		

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Collection Service Agreement

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Form 3						
COMMERCIAL RECYCLING/ORGANICS CART Collection Service Rates						
Collection Frequency X Per Week						
Number of Carts	1	2	3	4	5	6
A. 32 GALLON RECYCLING/ORGANICS CART COLLECTION SERVICE RATES Including Franchise Fees- 50% of the Solid Waste Rate						
CART RECYCLING/ORGANICS COLLECTION SERVICE RATE:				\$11.52	per 32 gallon equivalent	
1	\$11.52		\$34.56	\$46.08	\$57.60	\$69.12
2	\$23.04		\$69.12	\$92.16	\$115.20	\$138.24
3	\$34.56		\$103.68	\$138.24	\$172.80	\$207.36
4	\$46.08		\$138.24	\$184.32	\$230.40	\$276.48
5	\$57.60		\$172.80	\$230.40	\$288.00	\$345.60
6	\$69.12		\$207.36	\$276.48	\$345.60	\$414.72
7	\$80.64		\$241.92	\$322.56	\$403.20	\$483.84
8	\$92.16		\$276.48	\$368.64	\$460.80	\$552.96
9	\$103.68		\$311.04	\$414.72	\$518.40	\$622.08
10	\$115.20	\$230.40	\$345.60	\$460.80	\$576.00	\$691.20
B. 64 GALLON RECYCLING/ORGANICS CART COLLECTION SERVICE RATES Including Franchise Fees						
1	\$23.04	\$46.08	\$69.12	\$92.16	\$115.20	\$138.24
2	\$46.08	\$92.16	\$138.24	\$184.32	\$230.40	\$276.48
3	\$69.12	\$138.24	\$207.36	\$276.48	\$345.60	\$414.72
4	\$92.16	\$184.32	\$276.48	\$368.64	\$460.80	\$552.96
5	\$115.20	\$230.40	\$345.60	\$460.80	\$576.00	\$691.20
6	\$138.24	\$276.48	\$414.72	\$552.96	\$691.20	\$829.44
7	\$161.28	\$322.56	\$483.84	\$645.12	\$806.40	\$967.68
8	\$184.32	\$368.64	\$552.96	\$737.28	\$921.60	\$1,105.92
9	\$207.36	\$414.72	\$622.08	\$829.44	\$1,036.80	\$1,244.16
10	\$230.40	\$460.80	\$691.20	\$921.60	\$1,152.00	\$1,382.40
C. 96 GALLON RECYCLING/ORGANICS CART COLLECTION SERVICE RATES Including Franchise Fees						
1	\$34.56	\$69.12	\$103.68	\$138.24	\$172.80	\$207.36
2	\$69.12	\$138.24	\$207.36	\$276.48	\$345.60	\$414.72
3	\$103.68	\$207.36	\$311.04	\$414.72	\$518.40	\$622.08
4	\$138.24	\$276.48	\$414.72	\$552.96	\$691.20	\$829.44
5	\$172.80	\$345.60	\$518.40	\$691.20	\$864.00	\$1,036.80
6	\$207.36	\$414.72	\$622.08	\$829.44	\$1,036.80	\$1,244.16
7	\$241.92	\$483.84	\$725.76	\$967.68	\$1,209.60	\$1,451.52
8	\$276.48	\$552.96	\$829.44	\$1,105.92	\$1,382.40	\$1,658.88
9	\$311.04	\$622.08	\$933.12	\$1,244.16	\$1,555.20	\$1,866.24
10	\$345.60	\$691.20	\$1,036.80	\$1,382.40	\$1,728.00	\$2,073.60
D. COMMERCIAL CART RECYCLING/ORGANICS SPECIAL & EXTRA SERVICE RATES-Per Collection- Including Franchise Fees						
<u>Extra Collection Service</u> (Same day as regular collection)			<u>Special Collection Service</u> (Other than normal Collection Day)			
32	\$2.65		32	\$4.61		
64	\$5.30		64	\$9.21		
96	\$7.95		96	\$13.82		

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Form 4 COMMERCIAL BIN SOLID WASTE COLLECTION SERVICE RATES						
Container Size	Collection Frequency X Per Week					
	1	2	3	4	5	6
A. COMMERCIAL BIN SOLID WASTE COLLECTION SERVICE RATES -Including Franchise Fees						
Commercial Bin SOLID WASTE Rate: \$ 00.67 Per Cubic Yard						
	\$100.67	\$201.34	\$302.01	\$402.68	\$503.35	\$604.02
1.5	\$151.01	\$302.01	\$453.02	\$604.02	\$755.03	\$906.03
2	\$201.34	\$402.68	\$604.02	\$805.36	\$1,006.70	\$1,208.04
3	\$302.01	\$604.02	\$906.03	\$1,208.04	\$1,510.05	\$1,812.06
4	\$402.68	\$805.36	\$1,208.04	\$1,610.72	\$2,013.40	\$2,416.08
6	\$604.02	\$1,208.04	\$1,812.06	\$2,416.08	\$3,020.10	\$3,624.12
7	\$704.69	\$1,409.38	\$2,114.07	\$2,818.76	\$3,523.45	\$4,228.14
B. COMMERCIAL BIN SOLID WASTE SPECIAL AND EXTRA SERVICE RATES -Per Collection -Including Franchise Fees						
<u>Extra Collection Service</u> (Same day as regular collection)			<u>Special Collection Service</u> (Other than normal Collection Day)			
1	\$23.22		1	\$41.44		
1.5	\$34.84		1.5	\$54.83		
2	\$46.47		2	\$63.80		
3	\$69.70		3	\$85.44		
4	\$92.97		4	\$106.70		
6	\$139.47		6	\$156.71		
7	\$161.21		7	\$179.37		

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Form 5 COMMERCIAL BIN RECYCLING/ORGANICS COLLECTION SERVICE RATES						
Collection Frequency X Per Week						
Container Size	1	2	3	4	5	6
A. COMMERCIAL BIN RECYCLING/ORGANICS COLLECTION SERVICE RATES Including Franchise Fees						
Com Bin Recycling/Organics Rate 50% of SOLID WASTE Rate: \$50.34				Per Cubic Yard		
1	\$50.34	\$100.68	\$151.02	\$201.36	\$251.70	\$302.04
1.5	\$75.51	\$151.02	\$226.53	\$302.04	\$377.55	\$453.06
2	\$100.68	\$201.36	\$302.04	\$402.72	\$503.40	\$604.08
3	\$151.02	\$302.04	\$453.06	\$604.08	\$755.10	\$906.12
4	\$201.36	\$402.72	\$604.08	\$805.44	\$1,006.80	\$1,208.16
6	\$302.04	\$604.08	\$906.12	\$1,208.16	\$1,510.20	\$1,812.24
7	\$352.38	\$704.76	\$1,057.14	\$1,409.52	\$1,761.90	\$2,114.28
B. COMMERCIAL BIN RECYCLING/ORGANICS SPECIAL AND EXTRA SERVICE RATES Per Collection Including Franchise Fees						
Extra Collection Service (Same day as regular collection)			Special Collection Service (Other than normal Collection Day)			
1	\$11.61		1	\$20.72		
1.5	\$17.42		1.5	\$27.42		
2	\$23.24		2	\$31.90		
3	\$34.85		3	\$42.72		
4	\$46.49		4	\$53.35		
6	\$69.74		6	\$78.36		
7	\$80.61		7	\$89.69		

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Form 6 COMMERCIAL COMPACTOR SOLIDWASTE COLLECTION SERVICE RATES						
A. COMMERCIAL COMPACTOR BIN SOLID WASTE COLLECTION SERVICE RATES -Including Franchise Fees-2 Times the Uncompacted Rate						
Commercial Compactor SOLID WASTE Rate: <u>\$201.34</u> Per Cubic Yard						
	Collection Frequency X PerWeek					
Container Size	1	2	3	4	5	6
	\$201.34	\$402.68	\$604.02	\$805.36	\$1,006.70	\$1,208.04
1.5	\$302.01	\$604.02	\$906.03	\$1,208.04	\$1,510.05	\$1,812.06
2	\$402.68	\$805.36	\$1,208.04	\$1,610.72	\$2,013.40	\$2,416.08
3	\$604.02	\$1,208.04	\$1,812.06	\$2,416.08	\$3,020.10	\$3,624.12
4	\$805.36	\$1,610.72	\$2,416.08	\$3,221.44	\$4,026.80	\$4,832.16
6	\$1,208.04	\$2,416.08	\$3,624.12	\$4,832.16	\$6,040.20	\$7,248.24
7	\$1,409.38	\$2,818.76	\$4,228.14	\$5,637.52	\$7,046.90	\$8,456.28
B. COMMERCIAL COMPACTOR BIN SOLID WASTE SPECIAL & EXTRA SERVICE RATES-Per Collection- Including Franchise Fees						
Extra Collection Service (Same day as regular collection)					Special Collection Service (Other than normal Collection Day)	
1	\$46.44				1.5	\$82.88
1.5	\$69.68				2	\$109.66
2	\$92.94				3	\$127.60
3	\$139.40				4	\$170.88
4	\$185.94				6	\$213.40
6	\$278.94				7	\$313.42
7	\$322.42					\$358.74

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Form 7 COMMERCIAL COMPACTOR BIN RECYCLING/ORGANICS COLLECTION SERVICE RATES						
A. COMMERCIAL COMPACTOR BIN RECYCLING/ORGANICS COLLECTION SERVICE RATES Including Franchise Fees-2 Times the Uncompacted Rate						
Commercial Bin RECYCLING/ORGANICS Rate: \$100.67 Per Cubic Yard						
Container Size	Collection Frequency X Per Week					
	1	2	3	4	5	6
1	\$100.67	\$201.34	\$302.01	\$402.68	\$503.35	\$604.02
1.5	\$151.01	\$302.01	\$453.02	\$604.02	\$755.03	\$906.03
2	\$201.34	\$402.68	\$604.02	\$805.36	\$1,006.70	\$1,208.04
3	\$302.01	\$604.02	\$906.03	\$1,208.04	\$1,510.05	\$1,812.06
4	\$402.68	\$805.36	\$1,208.04	\$1,610.72	\$2,013.40	\$2,416.08
6	\$604.02	\$1,208.04	\$1,812.06	\$2,416.08	\$3,020.10	\$3,624.12
7	\$704.69	\$1,409.38	\$2,114.07	\$2,818.76	\$3,523.45	\$4,228.14
B. COMMERCIAL COMPACTOR BIN RECYCLING/ORGANICS SPECIAL & EXTRA SERVICE RATES Per Collection-Including Franchise Fees						
Extra Collection Service (Same day as regular collection)			Special Collection Service (Other than normal Collection Day)			
1	\$23.22		1	\$41.44		
1.5	\$34.84		1.5	\$54.83		
2	\$46.47		2	\$63.80		
3	\$69.70		3	\$85.44		
4	\$92.97		4	\$106.70		
6	\$139.47		6	\$156.71		
7	\$161.21		7	\$179.37		

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Form 8 COMMERCIAL ROLL OFF SOLID WASTE COLLECTION SERVICE RATES				
A. ROLL-OFF SOLID WASTE BOX COLLECTION SERVICE RATES Including Franchise Fees				
		Uncompacted Rate equals:	\$25.33	Per Cubic Yard *
Box Size		Pickup /Return	Flashers	Delivery
6*	CY BOX	\$506.60	\$23.14	\$46.25
14*	CY BOX	\$506.60	\$23.14	\$46.25
20	CY BOX	\$506.60	\$23.14	\$46.25
30	CY BOX	\$759.90	\$23.14	\$46.25
40	CY BOX	\$1,013.20	\$23.14	\$46.25
50	CY BOX	\$1,266.50	\$23.14	\$46.25
		EXCESS DISPOSAL RATE PERTON:	\$81.29	Over3 Tons

Note: All Commercial Roll-Off Box per pull service rates consist of collection rates, disposal costs up to the first six thousand (6,000) pounds of material and franchise fees only; disposal costs for material in excess of six thousand (6,000) pounds will be based on actual disposal costs plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable disposal costs on excess material along with the franchise fee. *Note: \$25.33 CY rate does not apply to 6 and 14 CY boxes.

B. COMPACTED ROLL-OFF SOLID WASTE BOX COLLECTION SERVICE RATES Including Franchise Fees				
		Compacted Rates Are 2X the Uncompacted Rate:	\$50.66	Per Cubic Yard
Box Size		Pickup/Return		
15	CY BOX	\$759.90		
20	CY BOX	\$1,013.20		
24	CY BOX	\$1,215.84		
30	CY BOX	\$1,519.80		
34	CY BOX	\$1,722.44		
35	CY BOX	\$1,773.10		
40	CY BOX	\$2,026.40		
		EXCESS DISPOSAL RATE PERTON:	\$81.29	Over5 Tons

Note: All Commercial Compacted Roll-Off Box per pull service rates consist of collection rates, disposal costs up to the first ten thousand (10,000) pounds of material and franchise fees only; disposal costs for material in excess of ten thousand (10,000) pounds will be based on actual disposal costs plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable disposal costs on excess material along with the franchise fee.

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Form 9 COMMERCIAL ROLL OFF RECYCLING COLLECTION SERVICE RATES				
A. COMMERCIAL ROLL-OFF RECYCLING BOX COLLECTION SERVICE RATES -Including Franchise Fees-50% of Solid Waste Rate				
Uncompacted Rate equals:			\$12.67	Per Cubic Yard*
Box Size		Pickup fReturn	Flashers	Delivery
6*	CY BOX	\$253.40	\$23.14	\$46.25
14*	CY BOX	\$253.40	\$23.14	\$46.25
20	CY BOX	\$253.40	\$23.14	\$46.25
30	CY BOX	\$380.10	\$23.14	\$46.25
40	CY BOX	\$506.80	\$23.14	\$46.25
50	CY BOX	\$633.50	\$23.14	\$46.25
EXCESS DISPOSAL RATE PER TON:			\$40.65	Over 3 Tons
<p>Note: All Commercial Roll-Off Box per pull service rates consist of collection rates, recycling weights up to the first six thousand (6,000) pounds of material and franchise fees only; costs for recyclable materials in excess of six thousand (6,000) pounds will be based on 50% of the solid waste disposal fee plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable costs on excess material along with the franchise fee. *Note: \$12.67 CY rate does not apply to 6 and 14 CY boxes.</p>				
B. COMMERCIAL COMPACTED ROLL-OFF RECYCLING BOX COLLECTION SERVICE RATES -Including Franchise Fees				
Compacted Rates Are 2X the Uncompacted Rate:			\$25.33	Per Cubic Yard
Box Size		Pickup/Return		
15	CY BOX	\$379.95		
20	CY BOX	\$506.60		
24	CY BOX	\$607.92		
30	CY BOX	\$759.90		
34	CY BOX	\$861.22		
35	CY BOX	\$886.55		
40	CY BOX	\$1,013.20		
EXCESS DISPOSAL RATE PER TON:			\$40.65	Over 5 Tons
<p>Note: All Commercial Compacted Roll-Off Box per pull service rates consist of collection rates, recycling weights up to the first ten thousand (10,000) pounds of material and franchise fees only; costs for recyclable materials in excess of ten thousand (10,000) pounds will be based on 50% of the solid waste disposal fee plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable costs on excess material along with the franchise fee.</p>				

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Form 10 COMMERCIAL ROLL OFF C&D COLLECTION SERVICE RATES				
A. COMMERCIAL ROLL-OFF C&D BOX COLLECTION SERVICE RATES -Including Franchise Fees-75% of Solid Waste Rate.				
Uncompacted Rate equals: \$19.00 Per Cubic Yard*				
Box Size		Pickup/Return	Flashers	Delivery
6*	CY BOX	\$380.00	\$23.14	\$46.25
14*	CY BOX	\$380.00	\$23.14	\$46.25
20	CY BOX	\$380.00	\$23.14	\$46.25
30	CY BOX	\$570.00	\$23.14	\$46.25
40	CY BOX	\$760.00	\$23.14	\$46.25
50	CY BOX	\$950.00	\$23.14	\$46.25
EXCESS DISPOSAL RATE PER TON:			\$60.97	Over 3 Tons

Note: All Commercial Roll-Off Box per pull service rates consist of collection rates, C&D weights up to the first six thousand (6,000) pounds of material and franchise fees only; costs for C&D materials in excess of six thousand (6,000) pounds will be based on 75% of the solid waste disposal fee plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable costs on excess material along with the franchise fee. *Note: \$19.00 CY rate does not apply to 6 and 14 CY boxes.

Form 11 COMMERCIAL ROLL OFF ORGANICS COLLECTION SERVICE RATES 3747
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A. COMMERCIAL ROLL-OFF ORGANICS BOX COLLECTION SERVICE RATES - Including Franchise Fees - 75% of Solid Waste Rate.

		Uncompacted Rate equals: \$19.00 Per Cubic Yard*		
Box Size		Pickup /Return	Flashers	Delivery
6*	CY BOX	\$380.00	\$23.14	\$46.25
14*	CY BOX	\$380.00	\$23.14	\$46.25
20	CY BOX	\$380.00	\$23.14	\$46.25
30	CY BOX	\$570.00	\$23.14	\$46.25
40	CY BOX	\$760.00	\$23.14	\$46.25
50	CY BOX	\$950.00	\$23.14	\$46.25
EXCESS DISPOSAL RATE PER TON:			\$60.97	Over 3 Tons

Note: All Commercial Roll-Off Box per pull service rates consist of collection rates, organics weights up to the first six thousand (6,000) pounds of material and franchise fees only; costs for organics materials in excess of six thousand (6,000) pounds will be based on 75% of the solid waste disposal fee plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable costs on excess material along with the franchise fee. *Note: \$19.00 CY rate does not apply to 6 and 14 CY boxes.

B. COMMERCIAL COMPACTED ROLL-OFF ORGANICS BOX COLLECTION SERVICE RATES - Including Franchise Fees

		Compacted Rates Are 2X the Uncompacted Rate \$38.00 Per Cubic Yard		
Box Size		Pickup/Return		
15	CY BOX	\$570.00		
20	CY BOX	\$760.00		
24	CY BOX	\$912.00		
30	CY BOX	\$1,140.00		
34	CY BOX	\$1,292.00		
35	CY BOX	\$1,330.00		
40	CY BOX	\$1,520.00		
EXCESS DISPOSAL RATE PER TON:			\$60.97	Over 5 Tons

Note: All Commercial Compacted Roll-Off Box per pull service rates consist of collection rates, organics weights up to the first ten thousand (10,000) pounds of material and franchise fees only; costs for organics materials in excess of ten thousand (10,000) pounds will be based on 75% of the solid waste disposal fee plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable costs on excess material along with the franchise fee.

Form 12 MAXIMUM RATES ANCILLARY FEES	
FEE TYPE	FEE
The following fees shall be adjusted annually using the RRI as set forth in Article 12.	
Additional Cart Exchange	\$50.00 Each Additional Occurrence
Additional Cart Replacement	\$50.00 Each Additional Cart
Additional Bin Exchange	\$100.00 Each Additional Occurrence
Additional Bin Replacement	\$600.00 Each Additional Bin
Additional Bulky Goods Collection Curbside	\$50.00 Each Additional Cubic Yard
Additional Bulky Goods ("Over the water line")	\$50.00 per Cubic Yard
Bin Overage Rate ("Over the water line")	\$50.00 Per Bin Per Occurrence
Roll Off Relocation Fee	\$63.55
Roll Off Dry Run / Cancellation Fee	\$108.26
Roll Off Placement Fee	\$46.25
Roll Off Flasher Fee	\$23.14 per full
Roll Off Demurrage Fee (After 7 Calendar Days)	\$26.54 per week
Washout of Roll Off Box at Time of Service	\$120.00
Washout of Roll Off Compactor at Time of Service	\$120.00
Steam Cleaning of Roll Off Box at Time of Service	\$300.00
Steam Cleaning of Roll Off Compactor at Time of Service	\$300.00
Overage of Solid Waste, Recyclables (except OCC) and Compostable Materials in Carts (Included Residential and Commercial Customers)	\$0.50 per gallon
Cardboard (OCC) Overage for all Residential and Commercial Cart Customers	No Charge
Overage of MSW, Recyclables and Compostable Materials in Bins (Includes SFD, MFD and Commercial Customers)	\$40.00 per cubic yard
Supplementary Recycling Capacity per Gallon	\$0.50 per gallon
Supplementary Recycling Capacity per Cubic Yard (For Small Business Customers)	\$40.00 per cubic yard
Disputed Material	\$40.00 per cubic yard
Contractor's Job Truck	\$195.00 per Hour plus Disposal @ \$50.00 per CY
Collection of Bagster Bag and Contents	\$202.53 per bag
Handy Hauler	\$134.87
The following fee shall be adjusted annually using the CPI as set forth in Exhibit 2.	
Lock Sale Fee – Bin or Enclosure	\$23.84 per lock
The following fees shall not be adjusted annually.	
Non Sufficient Funds (NSW) Fee	\$25.00
Commercial Finance Charge (on accounts over 30 days past due)	1.5% per Month
Residential Finance Charge (on accounts over 45 days past due)	1.5% per Month
Note: These Ancillary rates and fees include Franchise Fees	

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Exhibit 2 Refuse Rate Index

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

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

2. The expenses of the collection services shall be broken down into the following six cost categories: Labor; Diesel Fuel; Vehicle Replacement; Vehicle Maintenance, All Other and Disposal. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.

3. The following indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS), are used to calculate the adjustment for each cost category except Disposal. The change in each index is calculated on a twelve-month fiscal period in accordance with the terms of the Agreement. In the event any index is discontinued, a successor index shall be selected by CITY. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS. The Disposal cost category is changed based on the change in the disposal rate per ton calculated in accordance with the terms of the CITY'S Disposal Service Agreement

<u>Cost Category</u>	<u>Index</u>
Labor	Series ID: ceu6056210008 Service-Producing Industries
Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel
Vehicle Replacement	Series ID: pcu3362113362111 Truck, bus, car, and other vehicle bodies, for sale separately
Vehicle Maintenance	Series ID: pcu3339243339243 Parts and attachments for industrial work trucks
All Other	Series ID: cuura422saO Consumer Price Index, All Urban Consumers, All Items - Bay Area
Disposal	The disposal rate under the CITY'S Disposal Service Agreement.

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

Operating Cost Statement - Description

Labor: List all administrative, officer, operation and maintenance salary accounts.
List payroll tax accounts directly related to the above salary accounts.
List employee group medical and life accounts directly related to the above salary accounts.

- 3786 List employee retirement or profit sharing contributions accounts and Workers
3787 Compensation costs directly related to the above salary accounts.
3788
- 3789 **Diesel Fuel:** List all diesel fuel accounts.
- 3790 **Vehicle Replacement:**
- 3791 List all collection and collection related vehicle depreciation accounts.
- 3792 List all vehicle lease or rental accounts related to collection or collection related
3793 vehicles.
- 3794 **Vehicle Maintenance:**
- 3795 List all collection or collection related vehicle parts accounts.
- 3796 **All Other:** List all other expense accounts related to the services provided under this
3797 Agreement. This category includes all insurance including general liability, fire,
3798 truck damage, and extended coverage; rent on property, truck licenses and
3799 permits; real and personal property taxes; telephone and other utilities; employee
3800 uniforms; safety equipment; general yard repairs and maintenance; non-diesel
3801 fuel; office supplies; postage; trade association dues and subscription;
3802 advertising; and miscellaneous other expenses.
- 3803 **Disposal:**
- 3804 List disposal accounts.
3805
3806

3807 **RRI Example**

Item #	Category	Data Source	Percentage Change ⁽¹⁾	Item Weight ⁽²⁾	Weighted Percentage Change ⁽³⁾
1	Average Hourly Earnings	Series ID: ceu6056210008 Service-Producing Industries	2.19%	42.05%	0.92%
2	Diesel Fuel	Series ID: wpu057303 #2 Diesel Fuel	4.74%	13.15%	0.62%
3	Vehicle Replacement	Series1D:pcu3362113362111 Truck, bus, car, and other vehicle bodies, for sale separately	6.79%	2.57%	0.17%
4	Vehicle Maintenance	Series ID: pcu3339243339243 Parts and attachments for industrial work trucks	0.16%	10.46%	0.02%
5	CPI All Items	Series ID: cuura422saO Consumer Price Index, All Urban Consumers, All Items Bay Area	1.70%	21.77%	0.37%
6	Disposal	Disposal rate under the CITY'S Disposal Service Agreement	3.00%	10.00%	0.30%
Total				100.00%	2.40%

- 3808 1. Assume these are the percentage changes in the indices from year to year.
- 3809 2. Assume the categories represent these percentages as a total of CONTRACTOR'S
- 3810 operating costs.
- 3811 3. Represents the product of Percentage Change x Item Weight
- 3812 In this example, the Refuse Rate Index is 2.40.
- 3813 Note that in accordance with Section 12.09.3 of the Agreement the RRI shall never be more
- 3814 than 5% nor less than 0% during the term of the Agreement.

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Exhibit 3 Guarantee

THIS GUARANTY (the "Guaranty") is given as of the 1st day of February, 2011.

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

A. Waste management of Alameda County, Inc, hereinafter ("CONTRACTOR") is a corporation organized under the laws of the State of California, all of the issued and outstanding stock of which is owned by USA Waste of California, Inc., (Guarantor).

B. CONTRACTOR and the City of Emeryville ("CITY") have negotiated an Agreement for Collection Services dated as of February 1, 2011, (hereinafter "Agreement"). This Guaranty is attached to this Agreement as Exhibit 3 and is incorporated therein.

C. It is a requirement of the Agreement, and a condition to the CITY entering into the Agreement, that Guarantor cause to perform all of the obligations and duties of the Contractor under the Agreement.

D. Guarantor is providing this Guaranty to induce the CITY to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. Guaranty of the Agreement. Guarantor hereby irrevocably and unconditionally guarantees to the CITY that it will cause the full and prompt fulfillment of each and every term and condition of the Agreement which CONTRACTOR is required to perform, satisfy or observe. In the event that CONTRACTOR fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully cause to be performed, cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the CITY of any damages, costs or expenses which might become recoverable by the CITY from CONTRACTOR due to its breach of the Agreement.

2. Guarantor's Obligations Absolute. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional, and unlimited, and with respect to any payment obligation of CONTRACTOR under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity, or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to CONTRACTOR in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. Waivers. Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under this Guaranty for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of CONTRACTOR; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the CITY'S rights or remedies against CONTRACTOR; or (4) any merger or consolidation of CONTRACTOR with any other corporation, or any sale, lease or

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transfer of any or all the assets of CONTRACTOR. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code §2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code §2846, 2849, and 2850 as may be amended from time to time, including without limitation, the right to require the CITY to (a) proceed against CONTRACTOR, (b) proceed against or exhaust any security or collateral the CITY may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that CITY may proceed against Guarantor for the obligations guaranteed herein without taking any action against CONTRACTOR or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the CITY may hold now or hereafter hold. The CITY may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against CONTRACTOR or any other guarantor or pledgor without impairing the CITY'S rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the CITY to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to CONTRACTOR'S obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the CITY'S approval.

If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the CITY as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or CONTRACTOR prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the CITY of any performance bond or other collateral to assure the performance of CONTRACTOR'S obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the CITY against CONTRACTOR arising out of the Agreement based on CONTRACTOR'S failure to perform which has not been settled or discharged.

5. No Waivers. No delay on the part of the CITY in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the CITY to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the CITY and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

3900 6. Attorney's Fees. In addition to the amounts guaranteed under this Guaranty, Guarantor
3901 agrees in the event of Guaranty's breach of its obligations including to pay reasonable
3902 attorney's fees and all other reasonable costs and expenses incurred by the CITY in enforcing
3903 this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including
3904 any action instituted to determine the respective rights and obligations of the parties hereunder
3905 except in that case which Guarantor is determined to be the prevailing party, in which case
3906 CITY shall be liable for all of Guarantor's reasonable attorney's fees and costs..

3907 7. Governing Law: This Guaranty is and shall be deemed to be a contract entered into in and
3908 pursuant to the laws of the State of California and shall be governed and construed in
3909 accordance with the laws of California without regard to its conflicts of laws, rules for all
3910 purposes including, but not limited to, matters of construction, validity and performance.
3911 Guarantor agrees that any suit, action, and other proceeding brought by the CITY or other party
3912 to enforce this Guaranty may be brought and concluded in the courts of the State of California
3913 and Guarantor consents to personal jurisdiction over it by such courts Guarantor appoints the
3914 following person as its agents for service of process in California:

3915 CT Corporation System
3916 818 W. 7th St., Los Angeles, CA 90017

3917 8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such
3918 invalidity will have not effect upon the remaining portions of this Guaranty, which shall be
3919 severable and continue in full force and effect.

3920 9. Binding on Successors. This Guaranty shall inure to the benefit of the CITY and its
3921 successors and shall be binding upon Guarantor and its successors, including transferee(s) of
3922 substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

3923 10. Authority. Guarantor represents and warrants that it has the corporate power and the
3924 authority to give this Guaranty, that its execution of this Guaranty has been authorized by all
3925 necessary action under its Article of Incorporation and By-Laws, and that the person signing this
3926 Guaranty on its behalf has the authority to do so.

3927 11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified,
3928 first class postage prepaid, addressed as follows:

3929 To the CITY:
3930 Contract Administrator
3931 City of Emeryville
3932 1333 Park Avenue
3933 Emeryville, CA 94608-3517

3934 With a copy to

3935 City Attorney
3936 City of Emeryville
3937 1333 Park Avenue
3938 Emeryville, CA 94608-3517

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3941 As to the GUARANTOR:
3942 Waste Management of Alameda County, Inc.
3943 Area Vice President
3944 172 98th Ave., Oakland, CA 94603
3945

3946 With a copy to:

3947

3948 USA Waste of California, Inc.
3949 Group General Counsel
3950 7025 N. Scottsdale Rd. #200
3951 Scottsdale, AZ 85253
3952

IN WITNESS WHEREOF, the CITY and Guarantor have executed this Agreement as of the day and year first written above.

CITY OF EMERYVILLE

Waste Management of Alameda County, Inc.

By: _____

Barry Skolnick, Area Vice President

Approved as to Form:



Michael Biddle, City Attorney

12/06/10

Exhibit 4 Public Containers

#	City Can Code	Street Location	Street Side / Proxmity	Street Side	Collection Frequency
1	EM1	Emeryville Marina			MWFS
2	EM2	Emeryville Marina			MWFS
3	EM3	Emeryville Marina			MWFS
4	EM4	Emeryville Marina			MWFS
5	EM5	Emeryville Marina			MWFS
6	EM6	Emeryville Marina			MWFS
7	EM7	Emeryville Marina			MWFS
6	EM6	Emeryville Marina			MWFS
9	EM9	Emeryville Marina			MWFS
10	EM10	Emeryville Marina			MWFS
11	EM11	Emeryville Marina			MWFS
12	EM12	Emeryville Marina			MWFS
13	EM13	Emeryville Marina			MWFS
14	EM14	Emeryville Marina			MWFS
15	EM15	Emeryville Marina			MWFS
16	EM16	Emeryville Marina			MWFS
17	EM17	Emeryville Marina			MWFS
16	EM16	Emeryville Marina			MWFS
19	EM19	Emeryville Marina			MWFS
20	EM20	Emeryville Marina			MWFS
21	EM21	Emeryville Marina			MWFS
22	EM22	Emeryville Marina			MWFS
23	EM23	Emeryville Marina			MWFS
24	EM24	Emeryville Marina			MWFS
25	EM25	Emeryville Marina			MWFS
26	EM26	Emeryville Marina			MWFS
27	EM27	Emeryville Marina			MWFS
26	EM26	Emeryville Marina			MWFS
29	EM29	Emeryville Marina			MWFS
30	EM30	Emeryville Marina			MWFS
31	EM31	Emeryville Marina			MWFS
32	EM32	Emeryville Marina			MWFS
33	EM33	Emeryville Marina			MWFS
34	EM34	Emeryville Marina			MWFS
35	EM35	Emeryville Marina			MWFS
36	EM36	Emeryville Marina			MWFS
37	EM37	Emeryville Marina			MWFS
36	EM36	Emeryville Marina			MWFS
39	EM39	Emeryville Marina			MWFS
40	EM40	Emeryville Marina			MWFS
41	EM41	Emeryville Marina			MWFS
42	EM42	Emeryville Marina			MWFS
43	EM43	Emeryville Marina			MWFS
44	EM44	Emeryville Marina			MWFS
45	EM45	Emeryville Marina			MWFS
46	EM46	Emeryville Marina			MWFS
47	EM47	Emeryville Marina			MWFS
46	EM46	Emeryville Marina			MWFS
49	EM49	Emeryville Marina			MWFS
50	EM50	Emeryville Marina			MWFS
51	EM51	Emeryville Marina			MWFS
52	EM52	Emeryville Marina			MWFS
53	EM53	Emeryville Marina			MWFS
54	EM54	Emeryville Marina			MWFS
55	EM55	Emeryville Marina			MWFS
56	EM56	Emeryville Marina			MWFS
57	EM57	Emeryville Marina			MWFS
56	EM56	Emeryville Marina			MWFS
59	EM59	Emeryville Marina			MWFS
60	EM60	Emeryville Marina			MWFS
61	EM61	Emeryville Marina			MWFS
62	EM62	Emeryville Marina			MWFS
63	EM63	Emeryville Marina			MWFS
64	EM64	Emeryville Marina			MWFS
65	EM65	Emeryville Marina			MWFS

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Exhibit 4 Public Containers (cont.)

#	City Can Code	Street Location	Street Side / Proximity	Street Side	Collection Frequency
66	EM66	Emeryville Marina			MWFS
67	EM67	Emeryville Marina			MWFS
68	EM68	Emeryville Marina			MWFS
69	EM69	Emeryville Marina			MWFS
70	EM70	Emeryville Marina			MWFS
71	EM71	Emeryville Marina			MWFS
72	EM72	Emeryville Marina			MWFS
73	EM73	Emeryville Marina			MWFS
74	EM74	Emeryville Marina			MWFS
75	EM75	Emeryville Marina			MWFS
76	EM76	Emeryville Marina			MWFS
77	EM77	Emeryville Marina			MWFS
78	EM78	Emeryville Marina			MWFS
79	EM79	Emeryville Marina			MWFS
80	EM80	Emeryville Marina			MWFS
81	EM81	Emeryville Marina			MWFS
82	EM82	Emeryville Marina			MWFS
83	SPI	Shorebird Park			MWF
84	SP2	Shorebird Park			MWF
85	SP3	Shorebird Park			MWF
86	SP4	Shorebird Park			MWF
87	SP5	Shorebird Park			MWF
88	ESPI	Eastshore Park			MWF
89	ESP2	Eastshore Park			MWF
90	ESP3	Eastshore Park			MWF
91	ESP4	Eastshore Park			MWF
92	ESP5	Eastshore Park			MWF
93	ESP6	Eastshore Park			MWF
94	CHRIS1	Christie Ave	South of 84th St	East	MWF
95	CHRIS2	Christie Ave	South of 84th St	East	MWF
96	CHRIS3	Christie Ave	Powell St	Southwest Corner	MWF
97	CHRIS4	Christie Ave	Powell St	Southeast Corner	MWF
98	SHELL1	Shellmound St	Shellmound Wv	Northwest Corner	MWF
99	SHELL2	Shellmound St	Shellmound Wy	Northeast Corner	MWF
100	SHELL3	Shellmound St	Christie Av	Northwest Corner	MWF
101	SHELL4	Shellmound St	North of Christie Av	East	MWF
102	HORT1	Horton St	North of Powell St	West	MWF
103	61st1	61st St	East of Hollis St	North	MWF
104	P1	Powell St	Fremont St	Southwest Corner	MWF
105	P2	Powell St	West of Fremont St	South	MWF
106	P3	Powell St	Vallejo St	South East Corner	MWF
107	P4	Powell St	West of Vallejo St	South	MWF
108	STAN1	Stanford Ave			MWF
109	STAN2	Stanford Ave			MWF
110	STAN3	Stanford Ave			MWF
111	STAN4	Stanford Ave	West of Doyle St	North	MWF
112	HOL1	Hollis St	South of Stanford Av	West	MWF
113	HOL2	Hollis St	South of 53rd St	West	MWF
114	HOL3	Hollis St	South of 40th St	East	MWF
115	HOL4	Hollis St	North of Verba Buena Av	East	MWF
116	HOL5	Hollis St	South of 40th St	West	MWF
117	TEM1	Temescal Creek Park			
118	TEM2	Temescal Creek Park			
119	TEM3	Temescal Creek Park			
120	TEM4	Temescal Creek Park			
121	TEM5	Temescal Creek Park			
122	TEM6	Temescal Creek Park			
123	TEM7	Temescal Creek Park			

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3974

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3976

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3978

Exhibit 4 Public Containers (cont.)

#	City Can Code	Street Location	Street Side / Proximity	Street Side	Collection Frequency
124	47th1	47th St	West of San Pablo Av	North	MWF
125	47th2	47th St	West of San Pablo Av	North	MWF
126	47th3	47th St	West of San Pablo Av	North	MWF
127	47th4	47th St	West of San Pablo Av	North	MWF
128	41st1	41st St	West of Adeline St	North	MWF
129	40th1	40th St	West of Adeline St	South	MWF
130	40th2	40th St	West of Adeline St	South	MWF
131	40th3	40th St	San PabloAv	Southeast Comer	MWF
132	40th4	40th St	San PabloAv	Southwest Comer	MWF
133	40th5	40th St	San PabloAv	Northwest Comer	MWF
134	40th6	40th St	Emery St	Northeast Corner	MWF
135	40th7	40th St	West of Emery St	South	MWF
136	40th8	40th St	Harlan St	Northeast Corner	MWF
137	40th9	40th St	Harlan St	Southwest Comer	MWF
138	40th10	40th St	Hollis St	Northeast Corner	MWF
139	SAN1	San Pablo Ave	South of 47th St	West	MWF
140	SAN2	San Pablo Ave	South of 48th St	West	MWF
141	SAN3	San Pablo Ave	45th St	Northeast Comer	MWF
142	SAN4	San Pablo Ave	45th St	Southeast Comer	MWF
143	SAN5	San Pablo Ave	North of 43rd St	West	MWF
144	SAN6	San Pablo Ave	North of 43rd St	West	MWF
145	SAN7	San Pablo Ave	South of 43rd St	West	MWF
146	SAN8	San Pablo Ave	South of Park Av	West	MWF
147	SAN9	San Pablo Ave	South of 41st St	West	MWF
148	SAN10	San Pablo Ave	North of 40th St	West	MWF
149	SAN11	San Pablo Ave	41st St	Northeast Corner	MWF
150	SAN12	San Pablo Ave	40th St	Southwest Comer	MWF
151	SAN13	San Pablo Ave	South of 40th St	West	MWF
152	SAN14	San Pablo Ave	South of 40th St	West	MWF
153	SAN15	San Pablo Ave	South of 40th St	East	MWF
154	SAN16	San Pablo Ave	North of Verba Buena Av	West	MWF
155	SAN17	San Pablo Ave	Verba Buena Av	Southeast Comer	MWF
156	SAN18	San Pablo Ave	Adeline St	Northwest Comer	MWF
157	SAN19	San Pablo Ave	W MacArthur Bl	Southeast Comer	MWF
158	SAN20	San Pablo Ave	North of 37th St	West	MWF
159	SAN21	San Pablo Ave	North of 37th St	West	MWF
160	SAN22	San Pablo Ave	North of 37th St	East	MWF
161	SAN23	San Pablo Ave	37th St	Southeast Comer	MWF
162	SAN24	San Pablo Ave	North of 36th St	West	MWF
163		Greenway	South of 59th St	North of Powell St	MWF
164		Greenway	South of 59th St	North of Powell St	MWF
165		Greenway	South of 67th St	North of 65th St	MWF
166		Greenway	South of 67th St	North of 65th St	MWF
167		Doyle St	North of 59th St	West	MWF
168		Shellmound St	Shellmound Way	Southwest Comer	MWF
169		Park St	East of Hollis St	South	MWF
170		Hollis	65th St	Southwest Comer	MWF
171		40th St	San Pablo Avenue	Northeast Comer	MWF
172		40th St	Horton St	Southeast Comer	MWF
173		Shellmound St	Across from Public Market	West of Elevator Tower	MWF
174		Shellmound St	Across from Public Market	West of Elevator Tower	MWF
175		San Pablo Avenue	W Mac Arthur Blvd	Southwest Comer	MWF

Exhibit 5 City Facilities

3979

3980	<u>Facility Name</u>	<u>Facility Address</u>
3981	Center for Community Life (being planned)	San Pablo Ave & 47 th Street
3982	Child Development Center	1220 53 rd Street
3983	Corporation YardlPublic Works	5679 Horton Street
3984	City of EmeryvilielCity Hall	1333 Park Avenue
3985	Emeryville Community Action Program	3610 San Pablo Avenue
3986	Fire Station #1	2333 Powell Street
3987	Fire Station #2	6303 Hollis Street
3988	Marina	3310 Powell Street
3989	Police Station	2449 Powell Street
3990	Recreation Center	4300 San Pablo Avenue
3991	Senior Center	4321 Salem Street
3992	Doyle Street Community Garden	Corner of Doyle and 59 th Streets
3993	Big Daddy's Community Garden	Corner of Peralta and West
3994		MacArthur Blvd
3995	48 th Street Community Garden	Corner of 53 rd and 48 th Streets
3996	Doyle Hollis Park	Between Doyle, Hollis, 61 st and 62 nd
3997		Streets
3998	Emeryville Arts and Cultural Center	Hollis and 40 th Streets
3999	Community Swimming Pool	1100 47 th Street
4000		
4001		

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4002

Exhibit 6 Emery Unified School District Facilities

4003

Facility NameFacility Address

4004

Anna Yates Elementary School

1070 41st Street

4005

Emery Middle School

1271 61st Street

4006

Emery Secondary School

4727 San Pablo Avenue

4007

4008

Exhibit 7 Transition Program

WASTE MANAGEMENT/CITY OF EMERYVILLE TRANSITION PLAN

Truck Ordering/Delivery

WMAC has reserved build slots for the New Emeryville Collection Vehicles. Per Corporate Guidelines, City Council approval is needed to place any orders for vehicles. Once City Council has approved the new franchise agreement, the order will be placed. It is anticipated that the new collection vehicles will arrive at WMAC within six months from the order date. Upon vehicle arrival, drivers will be trained on the vehicles at our 98th Avenue Facility. In addition, WMAC will provide the City with the tare weights of each vehicle and registrations. Once the vehicles are ready to be deployed, WMAC will coordinate a time for City staff to inspect the vehicles. The arrival of vehicles after the February 1st start date will have no impact on the implementation of the new programs.

Route Maps

WMAC does not anticipate any day changes. However, prior to the January 1st start date, new residential route maps will be created and provided to the City.

Carts and Containers

While new carts and containers will not be distributed to all existing Emeryville customers, WMAC will place a substantial order for carts and steel containers upon Council Approval, expected in Fourth Quarter 2010. We anticipate that there will be some migration among single-family residential customers to smaller trash carts. However, we believe that the greatest need for containers will be in the commercial/multi-family single-stream recycling and commercial/multi-family organics sectors. During Fourth Quarter 2010, City Staff and WMAC staff will meet to create and agree upon labeling for carts and containers. The labels will state the materials that are to be placed in each container and instructions for proper usage. Method of distribution will also be discussed during these meetings. In addition, prior to April 30th, 2011, 2

Solar Powered Compactors will be placed in the Marina.

Batterytracker and Lamptracker

Batterytracker kits for multi-family dwellings and commercial customers and Lamptracker Kits for all customers will be purchased during First Quarter 2011. WMAC and City staff will meet and discuss the best options for distributing the kits to our customers during the implementation meetings.

Customer Service

Perhaps there is no more crucial time period for ensuring that customers are receiving clear and correct information than during the transition and implementation of a new franchise agreement. Customer service representatives will be trained during January 2011 of the new programs and service enhancements for our customers. In fact, we would like to invite a City Designee to visit our Oak Harbor, Washington facility to meet our Customer Experience Leadership Team and our Customer Service Representatives.

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Public Education

WMAC will meet and work with the City during Fourth Quarter 2010 and beyond, to generate program announcements, press releases, outreach schedules and new services brochures. A public education plan for year one of the agreement will be submitted to the City within ten (10) calendar days of City Council Approval. WM Communications Specialist will attend these meetings in efforts to provide the City with a comprehensive Public Education Campaign. Whenever possible, local Green Vendors will be used in the printing of the Public Education Materials.

Performance Bond & Parent Corporation Guaranty

WMAC will use best efforts to deliver the documents to the City within thirty (30) calendar days of City Council Approval.

Agreement Negotiation Fee & Environmental Programs Fee

Within thirty (30) calendar days of City Council Approval, WMAC will submit an agreement negotiations fee of \$25,000 to the City, and no later than February 1, 2011, WMAC will submit an environmental programs fee of \$150,000 to the City.

Franchise Service Coordinator & Website

No later than January 1, 2011, WMAC will provide the name of the Franchise Service Coordinator and will have a website describing services available to the public by February 1, 2011.

Implementation Meetings

Immediately upon Council approval, WMAC would like to meet with City staff at a minimum of every other week to discuss and prepare for all facets regarding implementation. The WMAC team lead for the implementation of the new franchise agreement will be announced at that time.

Commercial and Multi-Family Site Surveys and Audits

Coinciding with the Diversion Plan, WMAC Recycling Coordinator will work in cooperation with the City to target diversion opportunities for Commercial and Multi-Family customers. This will be covered in greater detail in the Diversion Plan.

Collection Service Agreement

4088

Transition Calendar	Council Approval	Month	Month 2	Month 3	Month 4	Month 5	Month 6
Council Approves Franchise Agreement							
Collection Vehicle Order Placed							
Carts & Container Order Placed							
New Route Maps Developed							
Develop Customer Letters & Brochures Announcing New Programs							
Mail First Letter & Brochure							
Order Batterytracker/Lamptracker Kits							
Customer Service Training							
Operations Training Drivers/Supervisors)							
Submittal of Performance Bond and Parent Corporation Guaranty							
Submittal of Agreement Negotiation Fee Payment							
Submittal of Environmental Programs Fee Payment							
Provide Name of WM Franchised Services Coordinator							
Development of WM Emeryville Specific Website							
Residential, Commercial and MFD Public Education							
Commercial and MFD Site Surveys and Audits							
New Residential, Commercial & MFD Programs Start - February 1, 2011							

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4089

Exhibit 8 SFD/MFD Neighborhood Maps

4090	<u>Street</u>	<u>Blocks</u>
4091	37 th St.	1000
4092	41 st St.	1000
4093	42 nd St.	1000
4094	43 rd St.	1000
4095	44 th St.	1000
4096	45 th St.	1000
4097	47 th St.	1000
4098	48 th St.	1000
4099	53 rd St.	1200
4100	54 th St.	1200
4101	55 th St.	1200
4102	59 th St.	1200
4103	61 st St.	1200
4104	62 nd St.	1200
4105	63 rd St.	1200
4106	64 th St.	1200
4107	65 th St.	1200
4108	Adeline.	3600,4000,4100,4200,4300,4400,4500
4109	,Beaudry St.	5500,5800,5900
4110	City Limits Circle	All Addresses
4111	Doyle St.	5500,5800,5900,6100,6200,6300,6400
4112	Essex St.	4300
4113	Glashaus Loop	All Addresses
4114	Loop 22	All Addresses
4115	Oak Creek Wy	All Addresses
4116	Ocean Ave.	1200
4117	Peralta St.	3600
4118	Powell St.	1300
4119	Salem St.	4300,4700
4120	San Pablo Av.	4800
4121	Stanford Av.	1200
4122	Vallejo St.	5500,5800,5900,6100,6200,6300
4123		

4124 EXHIBIT 8 SFD/MFD NEIGHBORHOOD MAPS(CONTINUED)

4125

4126



12/06/10

4127 **Exhibit 9 Agreement References for Liquidated Damage Item a.**

4128

Section	
5.01.2	12.10.0
6.02.1	12.20:0
6.02.4	13.01.0
6.07.0	14.01.0
6.08.8.2	14.02.0
6.12.2	15.04.0
6.12.3	15.05.0
6.12.4	15.07.0
6.12.5	15.09.0
6.13.1	16.07.0
6.13.3	17.02.0
6.17.1	17.08.0
7.10.3	17.08.1
7.11.2	17.15.0
8.01.7.1	17.16.0
8.02.8.1	18.01.0
8.02.9.2	18.02.1
8.02.13	20:05.0
8.03.8.1	23.02.0
10.02.3	24.02.0
10.06.0	30.01.2
11.05.0	32.02.1
11.06.0	32.03.2
12.02.0	

INSURANCE CERTIFICATES

COLLECTION AGREEMENT

Waste Management Franchise
Agreement
Effective February 1, 2011



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2012, 2/3/2011

THIS CERTIFICATE IS ISSUED AS A MAAnER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE **DOES** NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:

PHONE

I/A/C. No. Ext:

FAX

I/A/C. No.:

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: ACE American Insurance Comnanv

22667

INSURER B: Indemnity Insurance Co of North America

43575

INSURER C: ACE Property & Casualty Insurance Co

20699

INSURER D:

INSURER E:

INSURER F:

INSURED
1300299

WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED
RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT OF ALAMEDA COUNTY
172 98TH AVENUE
OAKLAND CA 94603

COVERAGES AJ CERTIFICATE NUMBER' 3481099 REVISION NUMBER' XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	Y	HDO G25524937	1/1/2011	11/11/2012	EACH OCCURRENCE \$ 5 000 000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5000000 MED EXP (Anvone nsrson) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6000000 PRODUCTS - COMP/OP AGG \$ 6000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	MMT f108631463	1/1/2011	1/1/2012	(Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB OED RETENTION \$	X	Y	XOO G25828562	11/11/2011	1/11/2012	EACH OCCURRENCE \$ 15000000 AGGREGATE \$ 15000.000 \$ XXXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y IN N	N/A	WLR C46469768 (AOS) WLR C4646977A (CA & MA) SCF C46469781 (WI)	1/1/2011 1/1/2011 1/1/2011	1/11/2012 1/11/2012 1/11/2012	<input checked="" type="checkbox"/> WC STATUS: TORY LIMITS E.L. EACH ACCIDENT \$ 3000000 E.L. DISEASE- EAEMPLOYEE \$ 3000000 E.L. DISEASE- POLICY LIMIT \$ 3 000000
A	EXCESS AUTO LIABILITY			XTRH08631475	11/11/2011	11/11/2012	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If morespace is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW, CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF CITY OF EMERYVILLE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

3481099

CITY OF EMERYVILLE
1333 PARK AVENUE
EMERYVILLE CA 94608

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDIYYYY)
021172011

THIS CERTIFICATE IS ISSUED AS A MAInER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the pDicy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1000 Main Street, Suite 3000 Houston, TX 77002	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS: PRODUCER CU NUMBER ID #:	FAX A/C No:
WMI -PLL-II-14	INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC#	
Waste Management 01 Alameda County 172 98th Avenue Oakland, CA 94603-1004	INSURER A : Chartis Specialty Insurance Co.	
	INSURERB:	
	INSURERC:	
	INSURERD:	
	INSURERE:	
	INSURERF:	


COVERAGES	CERTIFICATE NUMBER'	HOU 001786146 03	REVISION NUMBER'
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY						EACH OCCURRENCE	\$
		COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		CLAIMS-MADE						MED EXP (Anyone person)	\$
		HOCCUR						PERSONAL & ADV INJURY	\$
								GENERAL AGGREGATE	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS							\$
		NON-OWNED AUTOS							\$
		UMBRELLA LIAB						EACH OCCURRENCE	\$
		EXCESSLIAB						AGGREGATE	\$
		DEDUCTIBLE							\$
		RETENTION \$							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory In NH)	YIN					E.L. EACH ACCIDENT	\$
		If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
A		Pollution			PLS 5444079	01/01/2011	01/01/2014	Each Incident Limit	10,000,000
		Legal Liability						Aggregate Limit	20,000,000

[illegible]

City of Emeryville, its officers, officials, employees, agents and volunteers are included as Additional insureds where required by written contract and allowed by law. Waiver of Subrogation is applicable where required by written contract and allowed by law with respect to Pollution Liability. This Insurance is primary, and the Insurers obligations as primary Insurer are not affected by any other insurance that may be primary.

<p>CERTIFICATE HOLDER</p> <p>City of Emeryville 1333 Park Street Emeryville, CA 94608</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE of Marsh USA Inc.</p> <p>Stephanie S. Story </p>

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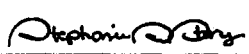
ADDITIONAL INFORMATION		HOU-001786146-03	DATE (MM/DD/YY) 02/11/2011
PRODUCER Marsh USA Inc, 1000 Main Street, Suite 3000 Houston, TX 77002 WMI -PLL-11-14			
	INSURERS AFFORDING COVERAGE	NAIC#	
INSURED Waste Management of Alameda County 172 98th Avenue Oakland, CA 94603-1004	INSURER G:		
	INSURER H:		
	INSURER I:		
	INSURER J:		

TEXT

Pollution Legal liability continued:

Aggregate Limit Isexcess the SIR.

Self Insured Retention Limit- \$5,000,000

CERTIFICATE HOLDER	
City of Emerville 1333 Park Street Emerville, CA 94608	
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Stephanie S. Story 

PERFORMANCE BOND

Waste Management Franchise
Collection Agreement
Effective February 1, 2011

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

100 BANK STREET, SUITE 610 BURLINGTON, VT 05401

SURETY RIDER (To be Filed with the Obligee)

Bond Number PB97-0002

To be attached to Bond described below, executed by NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT as Surety:

PRINCIPAL: Waste Management of Alameda County, Inc.

OBLIGEE: City of Emeryville

DESCRIPTION: Curbside Solid Waste Collection and Curbside Recycling Services

IT IS HEREBY UNDERSTOOD AND AGREED THAT said bond is hereby amended as follows:

Effective February 1, 2011, the bond amount is hereby decreased as follows:


FROM: Two Million Nine Hundred Ninety-One Thousand Four Hundred Ninety-Five and No/100----- (\$2,991,495.00) Dollars

TO: Two Million and No/100----,-- (\$2,000,000.00) Dollars

IN WITNESS WHEREOF, the said Principal as Surety have caused this Rider to be duly sealed and, their respective seals to be hereunto affixed this 6th day of January, 2011.

Waste Management of Alameda County, Inc.

By:


Brett A. Tisdale, Attorney-in-fact

National Guaranty Insurance Company of Vermont

By:


Jennifer A. George, Attorney-in-fact

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell,

James H. Martin, Sandra F. Harper, Myrtie F. Henry, Virginia E. Woolridge, Deborah Neichter, Jill Kemp, Jackie C. Koestel, Sheryon Quinn

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 5,000,000.00 Five million dollars

dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/13

Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this

Day of January, 2011



Donald D. Buchanan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

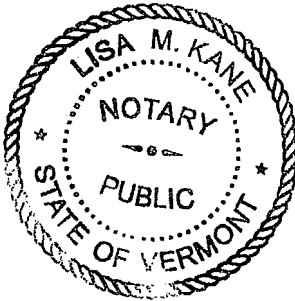
ACKNOWLEDGEMENT BY SURETY

STATE OF VERMONT

COUNTY OF CHITTENDEN

On January 6, 2011, before me, Lisa M. Kane, a notary public in and for the State of VERMONT with principal office in the County of CHITTENDEN residing therein, duly commissioned and sworn, personally appeared Jennifer A. George, known to me to be the attorney-in-fact of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



A handwritten signature of Lisa M. Kane in black ink.

Notary Public in and for the State of Vermont

My commission expires 02/10/11

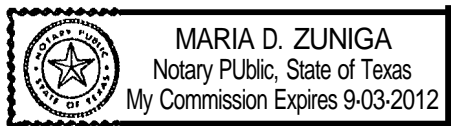
ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF TEXAS

COUNTY OF Harris _ _ _ _ _

On this 6th day of January, 2011, before me Maria D. Zuniga, a notary public in and for the State of TEXAS with principal office in the County of Harris residing therein, duly commissioned and sworn, personally appeared Brett A. Tisdale known to me to be the attorney-in-fact of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



A handwritten signature of Maria D. Zuniga in black ink.

Notary Public in and for the State of Texas

My commission expires September 3, 2012

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Julie S. Boucher, Heather Cook, Jennifer A. George, Susan D. Precourt, and Marcy Waterfall of Burlington, Vermont, Marc W. Boots, Richard Covington, Maria D. Zuniga, and P.T. Osburn of Houston, Texas, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

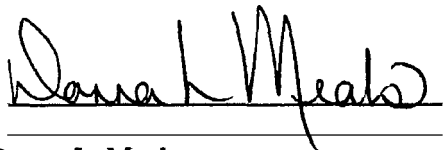
The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this

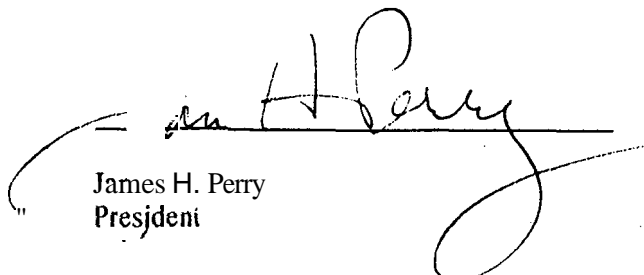
6th day of January, 2011

Witness:

**NATIONAL GUARANTY INSURANCE
COMPANY OF VERMONT**



Donna L. Meals
Secretary



James H. Perry
President

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Marc W. Boots, Richard Covington, Mark W. Edwards, Robert R. Freel, Vickie Lacy, P.T. Osburn, Alisa B. Pounders, Brett A. Tisdale and Maria D. Zuniga of McGriff, Seibels & Williams of Texas, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

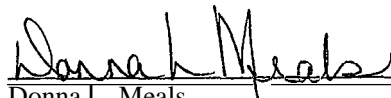
- I. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.


The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President, Finance and Treasurer, and its corporate seal to be hereto affixed this 6th day of January, 2011.

Witness:


Donna L. Meals
Director, Financial Assurance

Waste Management, Inc.


Cherie C. Rice
Vice President, Finance and Treasurer

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
0842463 B.C. Ltd.		Corporation	British Columl
1-800-Pack-Rat, LLC	20-2107163	Limited Liability Company	Delaware
1329409 Ontario Inc.	NA-0000001	Corporation	Ontario
2M Investments, L.L.C.	87-0681820	Limited Liability Company	Utah
3368084 Canada Inc.	NA-0000003	Corporation	Canada
635952 Ontario Inc.	NA-0000005	Corporation	Ontario
Acaverde SA de C.V.	NA-0000010	Corporation	Mexico
Acaverde Servicios, SA de C.V.	NA-0000011	Corporation	Mexico
Advanced Environmental Technical Services, L.L.C.	36-4016575	Limited Liability Company	Delaware
Akron Regional Landfill, Inc.	31-1595650	Corporation	Delaware
Alabama Waste Disposal Solutions, L.L.C.	76-0641853	Limited Liability Company	Alabama
Alliance Sanitary Landfill, Inc.	23-2383025	Corporation	Pennsylvania
Alpharetta Transfer Station, LLC	20-1457486	Limited Liability Company	Georgia
American Landfill, Inc.	34-1355783	Corporation	Ohio
Anderson Landfill, Inc.	76-0590137	Corporation	Delaware
Antelope Valley Recycling and Disposal Facility, Inc.	95-3344381	Corporation	California
Arden Landfill, Inc.	25-1249512	Corporation	Pennsylvania
Atlantic Waste Disposal, Inc.	36-3852536	Corporation	Delaware
Automated Salvage Transport Co., L.L.C.	04-3735644	Limited Liability Company	Delaware
Auxiwaste Services SA	NA-0000013	Corporation	France
Avalon South, LLC	26-3549579	Limited Liability Company	Delaware
Avalon Southwest, Inc.	26-2817237	Corporation	Delaware
Azusa Land Reclamation, Inc.	95-2908438	Corporation	California
B&B Landfill, Inc.	20-1469925	Corporation	Delaware
Barre Landfill Gas Associates, L.P.	06-1438474	Limited Partnership	Delaware
Beecher Development Company	36-3381285	Joint Venture	Illinois
Bestan Inc.	NA-0000017	Corporation	Quebec
Big Belly Solar, Inc.	33-1056366	Corporation	Delaware
Big Dipper Enterprises, Inc.	45-0325454	Corporation	North Dakota
Bluegrass Containment, L.L.C.	76-0641298	Limited Liability Company	Delaware
Burnsville Sanitary Landfill, Inc.	41-1882463	Corporation	Minnesota
C&C Disposal, LLC	20-1289317	Limited Liability Company	Georgia
C.I.D. Landfill, Inc.	16-1091396	Corporation	New York
CA Newco, L.L.C.	35-2228276	Limited Liability Company	Delaware
Cal Sierra Disposal	94-2349727	Corporation	California
California Asbestos Monofill, Inc.	68-0232434	Corporation	California
Canadian Waste Services Holdings Inc.	NA-0000020	Corporation	Ontario
Capital Sanitation Company	88-0121888	Corporation	Nevada
Capitol Disposal, Inc.	76-0638591	Corporation	Alaska
Carolina Grading, Inc.	57-0923608	Corporation	South Carolin
Cedar Ridge Landfill, Inc.	62-1727570	Corporation	Delaware
Central Disposal Systems, Inc.	42-0995450	Corporation	Iowa
Chadwick Road Landfill, Inc.	58-1798581	Corporation	Georgia
Chambers Clearview Environmental Landfill, Inc.	25-1652556	Corporation	Mississippi
Chambers Development Company, Inc.	25-1214958	Corporation	Delaware
Chambers Development of Ohio, Inc.	51-0396835	Corporation	Ohio
Chambers of Georgia, Inc.	58-2397639	Corporation	Delaware
Chambers of Mississippi, Inc.	25-1628285	Corporation	Mississippi
Chemical Waste Management of Indiana, L.L.C.	36-4067587	Limited Liability Company	Delaware
Chemical Waste Management of the Northwest, Inc.	91-1089393	Corporation	Washington
Chemical Waste Management, Inc.	36-2989152	Corporation	Delaware
Chesser Island Road Landfill, Inc.	58-2364490	Corporation	Georgia

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
City Disposal Systems, Inc.	38-3407001	Corporation	Delaware
City Environmental Services, Inc. of Waters	38-3020069	Corporation	Michigan
City Environmental, Inc.	38-3407576	Corporation	Delaware
Cleburne Landfill Company Corp.	59-3069374	Corporation	Alabama
Coast Waste Management, Inc.	95-2557952	Corporation	California
Connecticut Valley Sanitary Waste Disposal, Inc.	04-2796580	Corporation	Massachusetts
Conservation Services, Inc.	84-0915035	Corporation	Colorado
Continental Waste Industries Arizona, Inc.	22-3146904	Corporation	New Jersey
Corporate Housing Initiatives II Limited Partnership	52-1854657	Limited Partnership	Delaware
Coshocton Landfill, Inc.	31-1214800	Corporation	Ohio
Cougar Landfill, Inc.	76-0211843	Corporation	Texas
Countryside Landfill, Inc.	36-2838336	Corporation	Illinois
CR Group, LLC	87-0629120	Limited Liability Company	Utah
Cuyahoga Landfill, Inc.	76-0680495	Corporation	Delaware
CWM Chemical Services, L.L.C.	36-4203347	Limited Liability Company	Delaware
Dafter Sanitary Landfill, Inc.	38-2754804	Corporation	Michigan
Dauphin Meadows, Inc.	23-2390183	Corporation	Pennsylvania
Deep Valley Landfill, Inc.	23-2886200	Corporation	Delaware
Deer Track Park Landfill, Inc.	39-1802678	Corporation	Delaware
Del Almo Landfill, L.L.C.	74-3055347	Limited Liability Company	Delaware
Delaware Recyclable Products, Inc.	51-0334417	Corporation	Delaware
Dickinson Landfill, Inc.	76-0325384	Corporation	Delaware
Disposal Service, Incorporated	55-0618479	Corporation	West Virginia
DLA Investments, Inc.	20-4595489	Corporation	Florida
Doctor Bramblett Road, LLC	38-3699621	Limited Liability Company	Georgia
Dominium Opportunity Fund, A California Limited Partnership	95-4507794	Limited Partnership	California
Downtown Diversion Inc.	80-0069661	Corporation	California
E.C. Waste, Inc.	66-0523535	Corporation	Puerto Rico
Earthmovers Landfill, L.L.C.	61-1342591	Limited Liability Company	Delaware
East Liverpool Landfill, Inc.	34-1637446	Corporation	Ohio
Eastern One Land Corporation	76-0695122	Corporation	Delaware
Eco-Vista, LLC	72-1541909	Limited Liability Company	Arkansas
eCycling Services, L.L.C.	38-3684879	Limited Liability Company	Delaware
El Coqui Landfill Company, Inc.	66-0555785	Corporation	Puerto Rico
El Coqui Waste Disposal, Inc.	76-0480500	Corporation	Delaware
ELDA Landfill, Inc.	76-0639272	Corporation	Delaware
Elk River Landfill, Inc.	41-1283941	Corporation	Minnesota
Enerkem, Inc.		Corporation	Quebec
Envirofil of Illinois, Inc.	37-0957555	Corporation	Illinois
Evergreen Landfill, Inc.	76-0472693	Corporation	Delaware
Evergreen National Indemnity Company	UK-0000142	Corporation	Ohio
Evergreen Recycling and Disposal Facility, Inc.	76-0638587	Corporation	Delaware
Farmer's Landfill, Inc.	43-0863680	Corporation	Missouri
Feather River Disposal, Inc.	06-1479349	Corporation	California
G.1. Industries	87-0430285	Corporation	Utah
GA Landfills, Inc.	58-2293782	Corporation	Delaware
Gallia Landfill, Inc.	31-1509605	Corporation	Delaware
Garick, LLC	26-4094112	Limited Liability Company	Delaware
Garnet of Maryland, Inc.	52-1916417	Corporation	Maryland
Gartran, L.L.C.	55-0908146	Limited Liability Company	Ohio
Gateway Transfer Station, LLC	20-1457460	Limited Liability Company	Georgia
Georgia Waste Systems, Inc.	58-1028526	Corporation	Georgia

Affiliate Entity Report

Active Legal Entities

Name	Federal In No.	Entity Type	State of Incorporation
Gestion Des Rebuts D.M.P. Inc.	NA-0000033	Corporation	Quebec
Giordano Recycling, L.L.C.	20-2098765	Limited Liability Company	Delaware
Glades Landfill, LLC	73-1630187	Limited Liability Company	Florida
Glen's Sanitary Landfill, Inc.	38-2065407	Corporation	Michigan
Grand Central Sanitary Landfill, Inc.	23-2049337	Corporation	Pennsylvania
Greenbow, LLC	05-0605713	Limited Liability Company	Alabama
Grupo WMX, SA De C.V.	NA-0000039	Corporation	Mexico
Guadalupe Mines Mutual Water Company	77-0398278	Not For Profit Corporation	California
Guadalupe Rubbish Disposal Co., Inc.	95-2746842	Corporation	California
Guam Resource Recovery Partners, L.P.	36-4149976	Limited Partnership	Delaware
Ham Lake Haulers, Inc.	41-1704537	Corporation	Minnesota
Harris Sanitation, Inc.	59-1219741	Corporation	Florida
Harvest Power, Inc.		Corporation	Delaware
Harwood Landfill, Inc.	52-1637402	Corporation	Maryland
Hedco Landfill Limited	NA-0000040	Corporation	England
High Mountain Fuels LLC	26-2268599	Limited Liability Company	Delaware
Hillsboro Landfill Inc.	93-0760239	Corporation	Oregon
Holyoke Sanitary Landfill, Inc.	04-2481863	Corporation	Massachusetts
IN Landfills, L.L.C.	61-1342588	Limited Liability Company	Delaware
Jahner Sanitation, Inc.	45-0410330	Corporation	North Dakota
Jay County Landfill, L.L.C.	61-1342592	Limited Liability Company	Delaware
JFS (UK) Limited	NA-0000044	Corporation	England
K and W Landfill Inc.	38-2504167	Corporation	Michigan
Kahle Landfill, Inc.	43-1682575	Corporation	Missouri
Keene Road Landfill, Inc.	59-2044226	Corporation	Florida
Kelly Run Sanitation, Inc.	25-1696669	Corporation	Pennsylvania
Key Disposal Ltd.	NA-0000045	Corporation	British Colum
KeyCorp Investment Limited Partnership	34-1783428	Limited Partnership	Ohio
King George Landfill Properties, LLC	27-0747734	Limited Liability Company	Virginia
King George Landfill, In'c.	54-1632805	Corporation	Virginia
La Quinta Medical/Commercial Plaza, Ltd.	95-4357859	Limited Partnership	California
Lakeville Recycling, L.P.	36-3730138	Limited Partnership	Delaware
Land Reclamation Company, Inc.	36-3640284	Corporation	Delaware
Land South Holdings, LLC	20-5908782	Limited Liability Company	Delaware
Landfill Services of Charleston, Inc.	55-0731302	Corporation	West Virginia
Laurel Highlands Landfill, Inc.	25-1640583	Corporation	Pennsylvania
LCS Services, Inc.	55-0673745	Corporation	West Virginia
Liberty Landfill, L.L.C.	61-1342590	Limited Liability Company	Delaware
Liberty Lane West Owners' Association	36-4163829	Not For Profit Corporation	New Hampshi
Liquid Waste Management, Inc.	95-2779930	Corporation	California
Longleaf C&D Disposal Facility, Inc.	59-3598129	Corporation	Florida
Longmont Landfill, L.L.C.	36-4551803	Limited Liability Company	Delaware
Looney Bins, Inc.	95-4704325	Corporation	California
M.S.T.S., Inc.	36-3542321	Corporation	Delaware
Mahoning Landfill, Inc.	34-1047662	Corporation	Ohio
Mass Graveline.	04-3117495	Corporation	Massachuset
Me Ginnes Industrial Maintenance Corporation	74-1532790	Corporation	Texas
McDaniel Landfill, Inc.	45-0399545	Corporation	North Dakota
McGill Landfill, Inc.	38-3076718	Corporation	Michigan
Meadowfill Landfill, Inc.	31-1509701	Corporation	Delaware
Michigan Environs, Inc.	38-2434760	Corporation	Michigan
MicroGREEN Polymers, Inc.		Corporation	Washington

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Midwest One Land Corporation	20-0606093	Corporation	Delaware
Minneapolis Refuse, Incorporated	41-0972178	Corporation	Minnesota
Modern-Mallard Energy, LLC	57-1161216	Limited Liability Company	Delaware
Modesto Garbage Co., Inc.	94-1643145	Corporation	California
Moor Refuse, Inc.	33-0622768	Corporation	California
Mountain High Medical Disposal Services, Inc.	20-2500293	Corporation	Utah
Mountain Indemnity Insurance Company	03-0328445	Corporation	Vermont
Mountainview Landfill, Inc. (MD)	25-1538716	Corporation	Maryland
Mountainview Landfill, Inc. (UT)	76-0548746	Corporation	Utah
Nassau Landfill, L.L.C.	37-1487482	Limited Liability Company	Delaware
National Guaranty Insurance Company of Vermont	36-3643755	Corporation	Vermont
New England CR L.L.C.	04-3735642	Limited Liability Company	Delaware
New Milford Connecticut Farms, LLC	20-5485974	Limited Liability Company	Delaware
New Milford Landfill, L.L.C.	76-0641312	Limited Liability Company	Delaware
New Orleans Landfill, L.L.C.	38-3699690	Limited Liability Company	Delaware
NHIVT Energy Recovery Corporation	02-0390004	Corporation	New Hampshire
North Manatee Recycling and Disposal Facility, L.L.C.	26-0283104	Limited Liability Company	Florida
Northwestern Landfill, Inc.	52-2023458	Corporation	Delaware
NU-Way Live Oak Reclamation, Inc.	68-0236308	Corporation	Delaware
Oakridge Landfill, Inc.	25-1547187	Corporation	South Carolina
Oakwood Landfill, Inc.	57-0974474	Corporation	South Carolina
Okeechobee Landfill, Inc.	25-1628636	Corporation	Florida
Ozark Ridge Landfill, Inc.	71-0692520	Corporation	Arkansas
P & R Environmental Industries, L.L.C.	04-3735653	Limited Liability Company	North Carolina
Pacific Waste Management L.L.C.	98-0227312	Limited Liability Company	Delaware
Palmetto Seed Capital Fund	57-0889130	Trust	South Carolina
Palo Alto Sanitation Company	94-1075868	Corporation	California
Pappy, Inc.	52-1561430	Corporation	Maryland
Peltz H.C., LLC	UK-0000100	Limited Liability Company	Wisconsin
Pen-Rob, Inc.	86-0504613	Corporation	Arizona
Penuelas Valley Landfill, Inc.	66-0560251	Corporation	Puerto Rico
People's Landfill, Inc.	38-3406998	Corporation	Delaware
Peterson Demolition, Inc.	41-1625867	Corporation	Minnesota
Phoenix Resources, Inc.	23-2483102	Corporation	Pennsylvania
Pine Grove Landfill, Inc. (PA)	23-2388139	Corporation	Pennsylvania
Pine Tree Acres, Inc.	38-2544258	Corporation	Michigan
PPP Corporation	23-2146479	Corporation	Delaware
ProCentury Corporation	UK-0000026	Corporation	Ohio
Pulaski Grading, L.L.C.	76-0638043	Limited Liability Company	Delaware
Quail Hollow Landfill, Inc.	62-1727567	Corporation	Delaware
Questquill Limited	98-0221631	Corporation	United Kingdom
R & B Landfill, Inc.	25-1754371	Corporation	Georgia
RAA Colorado, L.L.C.	20-2587942	Limited Liability Company	Colorado
RAA Trucking, LLC	39-2040612	Limited Liability Company	Wisconsin
RCI Hudson, Inc.	04-3044820	Corporation	Massachusetts
Recycle America Co., L.L.C.	04-3735636	Limited Liability Company	Delaware
Recycle America Holdings, Inc.	72-1541913	Corporation	Delaware
Redwood Landfill, Inc.	94-1443150	Corporation,	Delaware
Refuse Services, Inc.	59-1098850	Corporation	Florida
Refuse, Inc.	88-0094235	Corporation	Nevada
Reliable Landfill, L.L.C.	73-1654400	Limited Liability Company	Delaware
Remote Landfill Services, Inc.	62-1421307	Corporation	Tennessee

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Reno Disposal Co.	88-0087833	Corporation	Nevada
Resco Holdings L.L.C.	20-0584193	Limited Liability Company	Delaware
Resource Control Composting, Inc.	04-3044833	Corporation	Massachuselt
Resource Control, Inc.	04-2655361	Corporation	Massachuselt
Richland County Landfill, Inc.	58-1708996	Corporation	South Carolin
Riegel Ridge, LLC	56-2124210	Limited Liability Company	North Caroliru
Riverbend Landfill Co.	93-0724866	Corporation	Oregon
Rolling Meadows Landfill, Inc.	76-0325383	Corporation	Delaware
RRT Design & Construction Corp.	16-1353118	Corporation	Delaware
RRT Empire of Monroe County, Inc.	16-1409567	Corporation	New York
RTS Landfill, Inc.	58-1924102	Corporation	Delaware
Rust Engineering & Construction Inc.	63-1081016	Corporation	Delaware
Rust Engineering (Thailand) Ltd	NA-0000162	Corporation	Thailand
Rust International Inc.	63-1081055	Corporation	Delaware
S & J Landfill Limited Partnership	76-0404581	Limited Partnership	Texas
S & S Grading, Inc.	58-1858013	Corporation	West Virginia
S. V. Farming Corp.	22-2976860	Corporation	New Jersey
S4 Columbia Ridge Recovery, LLC	27-1892156	Limited Liability Company	Delaware
S4 Energy Chambers Recovery, LLC	27-1372079	Limited Liability Company	Delaware
S4 Energy Solutions, LLC	26-4136359	Limited Liability Company	Delaware
Sanifill de Mexico (US), Inc.	76-0419331	Corporation	Delaware
Sanifill de Mexico, SA de C.V.	NA-0000070	Corporation	Mexico
Sanifill Power Corporation	76-0496422	Corporation	Delaware
SC Holdings, Inc.	36-2898300	Corporation	Pennsylvania
Serubam Servicos Urbanos E Ambientais Ltda	NA-0000077	Corporation	Brazil
SES Bridgeport L.L.C.	36-4057298	Limited Liability Company	Delaware
Shade Landfill, Inc.	23-2886198	Corporation	Delaware
Shanghai Environment Group Company Limited		JointVenture	People's Rep'
Sierra Estrella Landfill, Inc.	86-0717293	Corporation	Arizona
Southern Alleghenies Landfill, Inc.	25-1249160	Corporation	Pennsylvania
Southern One Land Corporation	72-1534481	Corporation	Delaware
Southern Plains Landfill, Inc.	73-1384828	Corporation	Oklahoma
Southern Waste Services, L.L.C.	61-1342585	Limited Liability Company	Delaware
Spruce Ridge, Inc.	41-1591957	Corporation	Minnesota
Stony Hollow Landfill, Inc:	76-0638597	Corporation	Delaware
Suburban Landfill, Inc.	76-0638596	Corporation	Delaware
Terrabon, Inc.		Corporation	Delaware
Texarkana Landfill, L.L.C.	30-0239245	Limited Liability Company	Delaware
Texas Pack Rat - Austin #1 LLC	20-3668884	Limited Liability Company	Texas
Texas Pack Rat - Dallas #1 LLC	26-2054900	Limited Liability Company	Texas
Texas Pack Rat - Houston #1 LLC	20-4572488	Limited Liability Company	Texas
Texas Pack Rat - Houston #2 LLC	20-5227255	Limited Liability Company	Texas
Texas Pack Rat - Houston #3 LLC	20-5227324	Limited Liability Company	Texas
Texas Pack Rat - San Antonio #1 LLC	20-4572603	Limited Liability Company	Texas
Texas Pack Rat Service Company LLC		Limited Liability Company	Texas
The Peltz Group, LLC	05-0545181	Limited Liability Company	Wisconsin
The Waste Management Charitable Foundation	04-3073733	Not For Profit Corporation	Delaware
The Woodlands of Van Buren, Inc.	36-3791221	Corporation	Delaware
Thermal Remediation Solutions, L.L.C.	91-1865607	Limited Liability Company	Oregon
TN'T Sands, Inc.	57-0937314	Corporation	South Carolin
Trail Ridge Landfill, Inc.	36-3667296	Corporation	Delaware
Transamerican Waste Central Landfill, Inc.	76-0463386	Corporation	Delaware

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Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Trash Hunters, Inc.	64-0852590	Corporation	Mississippi
TrashCo Inc.	26-1885543	Corporation	Delaware
Tri-County Sanitary Landfill, L.L.C.	20-0937658	Limited Liability Company	Delaware
TX Newco, L.L.C.	61-1468715	Limited Liability Company	Delaware
United Waste Systems Leasing, Inc.	38-3324143	Corporation	Michigan
United Waste Systems of Gardner, Inc.	04-3320949	Corporation	Massachusetts
USA South Hills Landfill, Inc.	25-1139448	Corporation	Pennsylvania
USA Valley Facility, Inc.	23-2886199	Corporation	Delaware
USA Waste Geneva Landfill, Inc.	34-1802751	Corporation	Delaware
USA Waste Landfill Operations and Transfer, Inc.	76-0435557	Corporation	Texas
USA Waste of California, Inc.	68-0306154	Corporation	Delaware
USA Waste of Pennsylvania, LLC	74-2921886	Limited Liability Company	Delaware
USA Waste of Texas Landfills, Inc.	76-0322548	Corporation	Delaware
USA Waste of Virginia Landfills, Inc.	58-1932248	Corporation	Delaware
USA Waste Services of NYC, Inc.	11-3301808	Corporation	Delaware
USA Waste-Management Resources, LLC	13-3853086	Limited Liability Company	New York
USA-Crinc, L.L.C.	04-3735654	Limited Liability Company	Delaware
UWS Barre, Inc.	04-3320948	Corporation	Massachusetts
Valley Garbage and Rubbish Company, Inc.	95-2090787	Corporation	California
VaporLok Technology, LLC		Limited Liability Company	Delaware
Vern's Refuse Service, Inc.	45-0435644	Corporation	North Dakota
VFB, LLC	22-3842831	Limited Liability Company	New Jersey
VHG, Inc.	UK-0000023	Corporation	Minnesota
Vickery Environmental, Inc.	31-1153176	Corporation	Ohio
Vista Landfill, LLC	59-3652174	Limited Liability Company	Florida
Voyageur Disposal Processing, Inc.	41-1734827	Corporation	Minnesota
Warner Company	51-0281233	Corporation	Delaware
Warner Hill Development Company	34-1043478	Corporation	Ohio
Waste Away Group, Inc.	63-0898842	Corporation	Alabama
Waste Management Arizona Landfills, Inc.	86-0683003	Corporation	Delaware
Waste Management Buckeye, L.L.C.	26-0076809	Limited Liability Company	Delaware
Waste Management Collection and Recycling, Inc.	95-2621587	Corporation	California
Waste Management Disposal Services of Colorado, Inc.	84-1004487	Corporation	Colorado
Waste Management Disposal Services of Maine, Inc.	01-0392888	Corporation	Maine
Waste Management Disposal Services of Maryland, Inc.	36-2898301	Corporation	Maryland
Waste Management Disposal Services of Massachusetts, Inc.	04-2320990	Corporation	Massachusetts
Waste Management Disposal Services of Oregon, Inc.	36-3548405	Corporation	Delaware
Waste Management Disposal Services of Pennsylvania, Inc.	23-1655318	Corporation	Pennsylvania
Waste Management Disposal Services of Virginia, Inc.	36-3791008	Corporation	Delaware
Waste Management Financing Corporation	36-4200855	Corporation	Delaware
Waste Management Holdings, Inc.	36-2660763	Corporation	Delaware
Waste Management Inc. of Florida	59-1094518	Corporation	Florida
Waste Management Indycoke, L.L.C.	81-0640497	Limited Liability Company	Delaware
Waste Management International, Inc.	36-3255004	Corporation	Delaware
Waste Management Municipal Services of California, Inc.	77-0151385	Corporation	California
Waste Management National Services, Inc.	76-0686861	Corporation	Delaware
Waste Management New England Environmental Transport, Inc.	04-3509618	Corporation	Delaware
Waste Management of Alameda County, Inc.	94-0727420	Corporation	California
Waste Management of Alaska, Inc.	91-1879241	Corporation	Delaware
Waste Management of Arizona, Inc.	86-0198265	Corporation	California
Waste Management of Arkansas, Inc.	04-2814811	Corporation	Delaware
Waste Management of California, Inc.	95-1735737	Corporation	California

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management of Canada Corporation	NA-0000021	Corporation	Ontario
Waste Management of Carolinas, Inc.	56-0731307	Corporation	North Carolim
Waste Management of Colorado, Inc.	84-0523684	Corporation	Colorado
Waste Management of Connecticut, Inc.	06-1485581	Corporation	Delaware
Waste Management of Delaware, Inc.	51-0094505	Corporation	Delaware
Waste Management of Fairless, L.L.C.	26-3468180	Limited Liability Company	Delaware
Waste Management of Five Oaks Recycling and Disposal Facility, I	37-1035820	Corporation	Delaware
Waste Management of Georgia, Inc.	36-3319564	Corporation	Georgia
Waste Management of Hawaii, Inc.	76-0638599	Corporation	Delaware
Waste Management of Idaho, Inc.	82-0364976	Corporation	Idaho
Waste Management of Illinois, Inc.	36-2660859	Corporation	Delaware
Waste Management of Indiana Holdings One, Inc.	36-4039079	Corporation	Delaware
Waste Management of Indiana Holdings Two, Inc.	36-4059574	Corporation	Delaware
Waste Management of Indiana, L.L.C.	36-4071447	Limited Liability Company	Delaware
Waste Management of Iowa, Inc.	42-0824220	Corporation	Iowa
Waste Management of Kansas, Inc.	48-0634806	Corporation	Kansas
Waste Management of Kentucky Holdings, Inc.	36-4059575	Corporation	Delaware
Waste Management of Kentucky, L.L.C.	36-4035849	Limited Liability Company	Delaware
Waste Management of Leon County, Inc.	36-3319565	Corporation	Florida
Waste Management of Londonderry, Inc.	20-5657050	Corporation	Delaware
Waste Management of Louisiana Holdings One, Inc.	36-4142119	Corporation	Delaware
Waste Management of Louisiana, L.L.C.	36-4119910	Limited Liability Company	Delaware
Waste Management of Maine, Inc.	01-0267739	Corporation	Maine
Waste Management of Maryland, Inc.	52-0250430	Corporation	Maryland
Waste Management of Massachusetts, Inc.	04-2535063	Corporation	Massachusett
Waste Management of Metro-Atlanta, Inc.	58-1937966	Corporation	Georgia
Waste Management of Michigan, Inc.	38-1214786	Corporation	Michigan
Waste Management of Minnesota, Inc.	36-2698820	Corporation	Minnesota
Waste Management of Mississippi, Inc.	36-3005295	Corporation	Mississippi
Waste Management of Missouri, Inc.	43-0992367	Corporation	Delaware
Waste Management of Montana, Inc.	36-3564773	Corporation	Delaware
Waste Management of Nebraska, Inc.	36-3469702	Corporation	Delaware
Waste Management of Nevada, Inc.	88-0394159	Corporation	Nevada
Waste Management of New Hampshire, Inc.	04-2482447	Corporation	Connecticut
Waste Management of New Jersey, Inc.	36-3700143	Corporation	Delaware
Waste Management of New Mexico, Inc.	85-0229020	Corporation	New Mexico
Waste Management of New York, L.L.C.	36-4206797	Limited Liability Company	Delaware
Waste Management of North Dakota, Inc.	36-3798294	Corporation	Delaware
Waste Management of Ohio, Inc.	25-1673264	Corporation	Ohio
Waste Management of Oklahoma, Inc.	73-0685975	Corporation	Oklahoma
Waste Management of Oregon, Inc.	93-0612655	Corporation	Oregon
Waste Management of Pennsylvania Gas Recovery, L.L.C.	20-2926331	Limited Liability Company	Delaware
Waste Management of Pennsylvania, Inc.	25-1232336	Corporation	Pennsylvania
Waste Management of Plainfield, L.L.C.	76-0722971	Limited Liability Company	Delaware
Waste Management of Rhode Island, Inc.	36-3668109	Corporation	Delaware
Waste Management of South Carolina, Inc.	36-2935124	Corporation	South Carolin
Waste Management of South Dakota, Inc.	46-0348394	Corporation	South Dakota
Waste Management of Texas Holdings, Inc.	43-1976001	Corporation	Delaware
Waste Management of Texas, Inc.	75-1223528	Corporation	Texas
Waste Management of Tunica Landfill, Inc.	64-0869334	Corporation	Mississippi
Waste Management of Utah, Inc.	87-0302156	Corporation	Utah
Waste Management of Virginia, Inc.	25-1578667	Corporation	Virginia

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management of Washington, Inc.	36-3846342	Corporation	Delaware
Waste Management of West Virginia, Inc.	36-3553198	Corporation	Delaware
Waste Management of Wisconsin, Inc.	39-0967466	Corporation	Wisconsin
Waste Management of Wyoming, Inc.	36-3828554	Corporation	Delaware
Waste Management Partners, Inc.	36-3220911	Corporation	Delaware
Waste Management Recycle Asia, L.L.C.	39-1977904	Limited Liability Company	Ohio
Waste Management Recycling and Disposal Services of California,	95-2370376	Corporation	California
Waste Management Recycling of New Jersey, L.L.C.	04-3735640	Limited Liability Company	Delaware
Waste Management Service Center, Inc.	20-4017651	Corporation	Delaware
Waste Management, Inc.	73-1309529	Corporation	Delaware
Waste Management, Inc. of Tennessee	36-2935128	Corporation	Tennessee
Waste Resources of Tennessee, Inc.	54-0838353	Corporation	Tennessee
Waste Services of Kentucky, L.L.C.	94-3429202	Limited Liability Company	Delaware
Waste to Energy Holdings, Inc.	76-0652923	Corporation	Delaware
Waste to Energy I, LLC	02-0519035	Limited Liability Company	Delaware
Waste to Energy II, LLC	02-0519036	Limited Liability Company	Delaware
Wastech Inc.	93-0936732	Corporation	Nevada
WESI Baltimore Inc.	02-0357495	Corporation	Delaware
WESI Capital Inc.	36-3861933	Corporation	Delaware
WESI Peekskill Inc.	02-0363274	Corporation	Delaware
WESI Westchester Inc.	02-0360305	Corporation	Delaware
Westchester Resco Associates, L.P.	02-0367753	Limited Partnership	Delaware
Western One Land Corporation	76-0688224	Corporation	Delaware
Western Waste Industries	95-1946054	Corporation	California
Western Waste of Texas, L.L.C.	30-0239250	Limited Liability Company	Delaware
Wheelabrator Baltimore L.L.C.	36-4057301	Limited Liability Company	Delaware
Wheelabrator Baltimore, L.P.	36-4057307	Limited Partnership	Maryland
Wheelabrator Bridgeport, L.P.	36-4057309	Limited Partnership	Delaware
Wheelabrator Cedar Creek Inc.	02-0443870	Corporation	Delaware
Wheelabrator Chambers Inc.	26-3194113	Corporation	Delaware
Wheelabrator China Holdings, Limited	23-50847741	Corporation	Hong Kong
Wheelabrator Claremont Company, L.P.	02-0390003	Limited Partnership	Delaware
Wheelabrator Claremont Inc.	20-4284300	Corporation	Delaware
Wheelabrator Concord Company, L.P.	02-0394017	Limited Partnership	Delaware
Wheelabrator Concord Inc.	02-0393450	Corporation	Delaware
Wheelabrator Connecticut Inc.	36-3908786	Corporation	Delaware
Wheelabrator Culm Services Inc.	02-0442574	Corporation	Delaware
Wheelabrator Environmental Systems Inc.	02-0412779	Corporation	Delaware
Wheelabrator Environmental Technologies Consulting (Shanghai) (27-2548111	Limited Liability Company	People's Rep'
Wheelabrator Falls Inc.	04-3024782	Corporation	Delaware
Wheelabrator Frackville Energy Company Inc.	02-0393452	Corporation	Delaware
Wheelabrator Frackville Properties Inc.	04-3100742	Corporation	Delaware
Wheelabrator Frederick Inc.	27-1502145	Corporation	Delaware
Wheelabrator Fuel Services Inc.	02-0442576	Corporation	Delaware
Wheelabrator Gloucester Company, L.P.	02-0396724	Limited Partnership	New Jersey
Wheelabrator Gloucester Inc.	02-0391601	Corporation	Delaware
Wheelabrator Guam Inc.	36-3926262	Corporation	Delaware
Wheelabrator Hudson Falls L.L.C.	72-1541910	Limited Liability Company	Delaware
Wheelabrator Lassen Inc.	36-3926261	Corporation	Delaware
Wheelabrator Lisbon Inc.	61-1167063	Corporation	Delaware
Wheelabrator McKay Bay Inc.	36-3240315	Corporation	Florida
Wheelabrator MillbUry Inc.	02-0412788	Corporation	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Wheelabrator New Hampshire Inc.	02-0390002	Corporation	Delaware
Wheelabrator New Jersey Inc.	02-0391598	Corporation	Delaware
Wheelabrator NHC Inc.	02-0393448	Corporation	Delaware
Wheelabrator North Andover Inc.	36-3062971	Corporation	Delaware
Wheelabrator North Broward Inc.	04-3030218	Corporation	Delaware
Wheelabrator Norwalk Energy Company Inc.	02-0395269	Corporation	Delaware
Wheelabrator Penacook Inc.	02-0393449	Corporation	Delaware
Wheelabrator Pinellas Inc.	36-3110153	Corporation	Delaware
Wheelabrator Portsmouth Inc.	27-1446081	Corporation	Delaware
Wheelabrator Putnam Inc.	36-3908789	Corporation	Delaware
Wheelabrator Ridge Energy Inc.	36-3820153	Corporation	Delaware
Wheelabrator Saugus Inc.	13-2740971	Corporation	Delaware
Wheelabrator Shasta Energy Company Inc.	02-0395274	Corporation	Delaware
Wheelabrator Sherman Energy Company, G.P.	02-0390349	General Partnership	Maine
Wheelabrator Sherman Station L.L.C.	76-0743287	Limited Liability Company	Delaware
Wheelabrator Sherman Station One Inc.	02-0390312	Corporation	Delaware
Wheelabrator South Broward Inc.	02-0410154	Corporation	Delaware
Wheelabrator Spokane Inc.	02-0416522	Corporation	Delaware
Wheelabrator Technologies Inc.	22-2678047	Corporation	Delaware
Wheelabrator Technologies International Inc.	36-3965264	Corporation	Delaware
Wheelabrator Westchester, L.P.	02-0367751	Limited Partnership	Delaware
White Lake Landfill, Inc.	38-1889893	Corporation	Michigan
Williams Landfill, L.L.C.	61-1342579	Limited Liability Company	Delaware
Willow Oak Landfill, LLC	20-1457518	Limited Liability Company	Georgia
WM Arizona Operations, L.L.C.	32-0112690	Limited Liability Company	Delaware
WM Asphalt Products, LLC	27-0675171	Limited Liability Company	Delaware
WM Bagco, LLC	26-4626312	Limited Liability Company	Delaware
WM Conversion Energy, LLC	26-4040670	Limited Liability Company	Delaware
WM Conversion Fund, LLC	27-1445960	Limited Liability Company	Delaware
WM Corporate Services, Inc.	27-3308922	Corporation	Delaware
WM Curbside, LLC	27-3473785	Limited Liability Company	Delaware
WM Emergency Employee Support Fund, Inc.	11-3758170	Not For Profit Corporation	Delaware
WM Energy Resources, Inc.	27-1184260	Corporation	Delaware
WM Energy Solutions, Inc.	76-0695139	Corporation	Delaware
WM Green Squad, LLC	26-1694369	Limited Liability Company	Delaware
WM GreenOps, LLC	26-4194066	Limited Liability Company	Delaware
WM GTL, Inc.	26-0294424	Corporation	Delaware
WM GTL, LLC	26-0294528	Limited Liability Company	Delaware
WM Healthcare Solutions, Inc.	20-3483524	Corporation	Delaware
WM Illinois Renewable Energy, L.L.C.	45-0512000	Limited Liability Company	Delaware
WM International Holdings, Inc.	76-0607203	Corporation	Delaware
WM International Services (UK) Limited	NA-0000098	Corporation	England
WM LampTracker, Inc.	26-2748613	Corporation	Delaware
WM Landfills of Ohio, Inc.	31-1509696	Corporation	Delaware
WM Landfills of Tennessee, Inc.	62-1462526	Corporation	Delaware
WM Leasing of Arizona, L.L.C.	20-4017719	Limited Liability Company	Delaware
WM Leasing of Texas, L.P.	20-4017724	Limited Partnership	Delaware
WM LNG, Inc.	26-2294125	Corporation	Delaware
WM Mercury Waste, Inc.	27-2289604	Corporation	Delaware
WM Middle Tennessee Environmental Center, L.L.C.	26-1946982	Limited Liability Company	Delaware
WM Mobile Bay Environmental Center, Inc.	76-0638602	Corporation	Delaware
WM Nevada Renewable Energy, L.L.C.	27-1678300	Limited Liability Company	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
WM of Texas. L.L.C.	26-0428868	Limited Liability Company	Delaware
WM Organic Growth, Inc.	20-4677155	Corporation	Delaware
WM PA Holdings, LLC	27-2335935	Limited Liability Company	Delaware
WM Pack-Rat of California, LLC	26-0380883	Limited Liability Company	Delaware
WM Pack-Rat of Illinois, LLC	26-0524082	Limited Liability Company	Delaware
WM Pack-Rat of Kentucky, LLC	26-2289448	Limited Liability Company	Delaware
WM Pack-Rat of Maryland, LLC	26-1411856	Limited Liability Company	Delaware
WM Pack-Rat of Massachusetts, LLC	26-1411946	Limited Liability Company	Delaware
WM Pack-Rat of Michigan, LLC	26-2289484	Limited Liability Company	Delaware
WM Pack-Rat of Nevada, LLC	27-0371504	Limited Liability Company	Delaware
WM Pack-Rat of Ohio, LLC	26-2289407	Limited Liability Company	Delaware
WM Pack-Rat of Rhode Island, LLC	26-1855760	Limited Liability Company	Delaware
WM Pack-Rat, LLC	26-0285281	Limited Liability Company	Delaware
WM Partnership Holdings, Inc.	36-3974344	Corporation	Delaware
WM Phoenix Energy Resources, LLC	27-2340971	Limited Liability Company	Delaware
WM Quebec Inc.	NA-0000041	Corporation	Canada
WM ,RA Canada Inc.	NA-0000172	Corporation	Ontario
WM Recycle America, L.L.C.	72-1541911	Limited Liability Company	Delaware
WM Recycle Europe, L.L.C.	20-0570245	Limited Liability Company	Delaware
WM Renewable Energy, I.L.C.	45-0511978	Limited Liability Company	Delaware
WM Resource Recovery & Recycling Center, Inc.	26-2289538	Corporation	Delaware
WM Resources, Inc.	25-1536159	Corporation	Pennsylvania
WM Safety Services. L.L.C.	20-3887188	Limited Liability Company	Delaware
WM Security Services. Inc.	20-3714754	Corporation	Delaware
WM Services SA	NA-0000108	Corporation	Argentina
WM Storage II. Inc.	27-1525390	Corporation	Delaware
WM Storage, Inc.	26-0285202	Corporation	Delaware
WM Texas Pack Rat. LLC	26-1442144	Limited Liability Company	Delaware
WM Trash Monitor Plus, L.L.C.	26-1436776	Limited Liability Company	Delaware
WM TX Energy Resources, LLC	27-4199664	Limited Liability Company	Delaware
WM WY Energy Resources II, LLC	27-3555459	Limited Liability Company	Delaware
WM WY Energy Resources III, LLC	27-3555596	Limited Liability Company	Delaware
WM WY Energy Resources, LLC	27-1184329	Limited Liability Company	Delaware
WMI Medical Services of Indiana, Inc.	35-1724992	Corporation	Indiana
WMI Mexico Holdings, Inc.	36-3912290	Corporation	Delaware
WMNA Container Recycling. L.L.C.	04-3735649	Limited Liability Company	Delaware
WMRE of Kentucky. LLC	75-2794993	Limited Liability Company	Delaware
WMRE of Michigan. LLC	27-3334762	Limited Liability Company	Delaware
WMRE of Ohio, LLC	75-2794994	Limited Liability Company	Delaware
WMRE of Ohio-American, LLC	75-2939229	Limited Liability Company	Texas
WMSALSA. Inc.	20-2580150	Not For Profit Corporation	Texas
WMST Illinois, L.L.C.	94-3423874	Limited Liability Company	Illinois
WTI Air Pollution Control Inc.	36-4110833	Corporation	Delaware
WTI Financial L.L.C.	20-0584237	Limited Liability Company	Delaware
WTI International Holdings Inc.	36-3908839	Corporation	Delaware
WTI Rust-Holdings Inc.	02-0351425	Corporation	Delaware
WTI UK LTD	98-0336025	Corporation	United Kingdc

COLLECTION AGREEMENT

AMENDMENT 1

MARCH 15, 2011

Waste Management Franchise
Agreement
Effective February 1, 2011



CITY OF EMERYVILLE

INCORPORATED 1898

1333 PARK AVENUE
EMERYVILLE, CALIFORNIA 94608-3517

Tel: (510) 596-4300

Fax: (510) 658-8005

March 15, 2011

Mr. Robert Angell
Director of Municipal Contract Compliance
Waste Management of Alameda County
172 98th Avenue
Oakland, CA, 94603-1004

Re: Change in rate for additional cart-based recycling service for small business customers

Dear Mr. Angell:

Pursuant to section 21.02 of the Franchise Agreement for Collection Services between the City of Emeryville ("City") and Waste Management of Alameda County ("WMAC"), the City is requesting a modification to the Franchise Agreement. As discussed at your meeting with Peter Schultze-Allen on February 10th, 2011, the City is requesting that the rate for additional cart-based recycling service for small businesses be reduced from \$.50/gallon to \$.25/gallon. Please confirm WMAC's agreement with this request as soon as possible by executing this letter in the space below. Note that I have included two (2) originals of this letter so that you may retain one original for your files and ask that you return the other original to me. Additionally, we would request that WMAC modify the rate structure in your computer system and notify your customer service representatives and other employees working with Emeryville customers of the change.

Thank you,


Patrick D. O'Keeffe
City Manager

Agreed and accepted this 21st day of March, 2011:

Waste Management of Alameda County

By: 

Name: BARRY SKOLNICK

Title: AREA VICE PRESIDENT

cc: Jason Silva, WMAC
Maurice Kaufman, Public Works Director
Karen Hemphill, Assistant to the City Manager
Michael Guina, Assistant City Attorney
Peter Schultze-Allen, Environmental Programs Analyst