

COLLECTION FRANCHISE



USA Waste of California, Inc.

COLLECTION

Franchise Date: January 1, 2021

Expiration Date: December 31, 2030

The City of Orland ("City") and USA Waste of California, Inc., a Delaware corporation ("Collection Franchisee"), enter into this Collection Franchise (the "Contract" or "Collection Franchise") as of the franchise date. City and Collection Franchisee may be referred to herein as a "Party" or collectively the "Parties".

FINDINGS. The City Council finds as follows:

Each and every finding contained in the Master Franchise Agreement is incorporated herein by this reference and is made part of this Collection Franchise agreement.

REPRESENTATIONS AND WARRANTIES.

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

1. **Collection Franchisee's Corporate Status.** Collection Franchisee is a corporation duly organized (DE), validly existing, and in good standing under the laws of the State of California. It is qualified to transact business in California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.
2. **Collection Franchisee's Corporate Authorization.** Collection Franchisee has the authority to enter into this Agreement and perform its obligations under this Agreement. The Board of Directors of Collection Franchisee (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Collection Franchisee represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Collection Franchisee.
3. **Agreement Will Not Cause Breach.** To the best of each Party's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either Party of their obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which Collection Franchisee, County or City is a party or by which Collection Franchisee or any of its properties or assets are bound, or constitutes a default hereunder.

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

- a. Materially adversely affect the performance by Collection Franchisee of its obligations hereunder;
- b. Adversely affect the validity or enforceability of this Agreement;
- c. Have a material adverse effect on the reputation of the Collection Franchisee, its parent or Affiliates; or,
- d. Have a material adverse effect on the financial condition of Collection Franchisee, or any surety or entity guaranteeing Collection Franchisee's performance under this Agreement.

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

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

7. **Collection Franchisee's Ability to Perform.** Collection Franchisee possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement including all Exhibits thereto. Collection Franchisee possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement. By virtue of its long term service to the City, Collection Franchisee has intimate knowledge of the Franchise Area and Customers to accurately estimate the cost of services and revenues from billings as described in this Agreement. By virtue of its corporate relationships, Collection Franchisee has an intimate knowledge of existing legislation and regulatory requirements and the resources required to perform those services in the Franchise Area.

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

DEFINITIONS.

For the purpose of this Collection Franchise Agreement, hereinafter referred to as "Agreement," the following words and phrases shall have the following meanings respectively ascribed to them by this Article and shall be capitalized throughout this Agreement. If a capitalized word or phrase is not defined in this Agreement or in the Master Franchise, the definition of such word or phrase as contained in the City of Orland Ordinance Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1. **"Agreement"** means this Collection Franchise Agreement together with the Master Franchise Agreement entered into between the City and Collection Franchisee, including all exhibits, and any future amendments hereto.
2. **"Applicable Law"** means all federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, transportation, Processing or Disposal of Discarded Materials that are currently in force and as may be enacted, issued or amended during the Term of this Agreement.
3. **"Bin"** means a metal or plastic container, with a capacity of one (1) cubic yard up to, and including, six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck that is approved for such purpose by the City. Bins may also include Compactors that are owned by the Multi-Family Dwelling (MFD) or Commercial Service Customer wherein the MFD or Commercial Collection Service occurs, provided such containers are compatible with Franchisee's vehicles.
4. **"Business Days"** mean Days during which the City's offices are open to do business with the public.

5. **"CalRecycle"** means the California Department of Resources Recycling and Recovery or its successor.
6. **"Cart"** means a heavy plastic receptacle with a rated capacity of at least thirty-two (32) gallons (available for seniors only) and not more than ninety-six (96) gallons, having a hinged, tight-fitting lid and wheels.
7. **"Change in Law"** means any or all of the following events or conditions:
 - a. The adoption, promulgation, modification, or change in law (including County/City's change in or addition of franchisee fees) or in judicial or administrative interpretation of the law occurring after the date this agreement is first executed by a party);
 - b. Any order or judgment of any regulatory authority issued after the date this agreement is first executed by a party if the order or judgment is not also the result of the willful misconduct or negligent action or inaction of either of the party relying thereon, or anyone for whom that party is directly responsible; and the party relying on the order or judgment makes reasonable business efforts to contest that order or judgment, unless the other party excuses it from contest; or
 - c. A regulatory authority imposes any new or different material conditions in connection with the issuance, renewal, or modification of any permit after the franchise date; or
 - d. A regulatory authority fails to issue or renew permit or suspends, interrupts or terminates any permit after the franchise date and the regulatory authority's actions is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or anyone for whom that party is directly responsible.
8. **"Collect or Collection (or any variation thereof)"** means the Collection Franchisee taking physical possession of, and removing Discarded Materials, whether by manual, semi-automated or automated means, and transporting such materials to the Glenn County Transfer Station or other approved facility, pursuant to this Agreement.
9. **"Collection Services"** means all or any part of the activities involved in the collection of Discarded Materials specified in this Collection Franchise Agreement and its transportation to the Glenn County Transfer Station for disposal or a processing facility for recycling or composting.

10. **"Commercial or Commercial Service Unit"** means all retail, professional, office, wholesale and industrial facilities, organizations, agencies other than City agencies, and other commercial enterprises offering goods or services to the public excluding businesses conducted at any Residential property. For purposes of this Agreement, Commercial Service Units include Multi-Family Dwellings which receive Bin-based Collection Services.
11. **"Commercial Waste"** means Solid Waste, Recyclable Materials, and Compostable Materials (if added to this Agreement) generated at a Commercial Service Unit. Commercial Waste must be generated by and at the Commercial Service Unit wherein the Commercial Waste is Collected and does not include items defined herein as Exempt Waste.
12. **"Compactor"** means a mechanical apparatus that compresses materials together within the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard bin compactors serviced by front-end loader Collection vehicles and ten (10) to forty (40) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles.
13. **"Compost"** means the resulting material from Composting.
14. **"Compostable Materials"** means those Organic Materials which are accepted by Collection Franchisee's processing facility to create Compost. Compostable Materials include Source Separated Green Waste and Food Waste, subject to requirements and limitations of the processing facility.
15. **"Composting"** means the controlled or uncontrolled biological decomposition of organic constituents such that the resulting material meets the maximum acceptable metal concentration limits specified in Section 17868.2 and pathogen reduction requirements specified in Section 17868.3 of Title 14, California Code of Regulations Chapter 3.1.
16. **"Construction and Demolition Debris (C&D)"** means materials resulting from construction, renovation, remodeling, repair, or demolition operations relating to or resulting from a building, structure, pavement or other improvement, including concrete, brick, bituminous concrete, rubble, wood and masonry, composition roofing and roofing paper, steel, and other metals such as copper. "Construction and Demolition Debris" or "C&D" also includes rocks, soils, tree remains, and other Green Waste which results from land clearing or land development operations in preparation

for construction. "Construction and Demolition Debris" or "C&D" do not include Exempt Waste.

17. **"Container"** means Bins, Carts, Compactors, and Drop Boxes.

18. **"Contamination (or any variation thereof)"** means the inclusion in a Container of Exempt Waste of any amount; or materials other than Green Waste in a Green Waste Container; or materials other than Compostable Materials in an Compostable Materials Container (if added to this Agreement), or materials other than Recyclable Materials in a Recyclable Materials Container.

19. **"City Service Unit"** means those City properties or City locations which the City requests that Collection Franchisee provide services as provided in Attachment 15 in this Agreement.

20. **"City Waste"** means Solid Waste, Recyclable Materials, Green Waste, Compostable Materials (if added to this Agreement), and Bulky Items generated at a City Service Unit. City Waste must be generated by and at the City Service Unit wherein the City Waste is Collected from normal operations and does not include items defined herein as Exempt Waste.

21. **"Covered Electronic Waste (CEW)"** means discarded electronic devices that the California Department of Toxic Substances Control (DTSC) has determined to be a covered electronic device, as specified by Section 42463(f) of the California Public Resources Code. CEWs 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.

22. **"Customer"** means the Person to whom the Collection Franchisee submits its billing invoice and collects payment from for Collection Services provided to a Premises. The Customer is not necessarily the owner of the Premises and may be the Person who occupies the Premises, the owner of the Premises, or the company that manages the Premises.

23. **"Day"** means calendar day unless otherwise specified in this agreement.

24. **"Discarded Materials"** means Solid Waste, Recyclable Materials, Green Waste, Compostable Materials (if added to this Agreement), Bulky Items, and C&D placed by a

Generator in a Container and/or at a location for the purposes of Collection by Collection Franchisee, excluding Exempt Waste.

25. **"Diversion (or any variation thereof)"** means activities which reduce or eliminate the amount of Solid Waste to be Disposed including, but not limited to, reuse, Recycling, and Composting.
26. **"Drop Box"** means Containers with a typical capacity of twenty (20) to thirty (30) cubic yards that are serviced by a roll-off Collection vehicle.
27. **"Dwelling Unit"** means any individual living unit in a Single-Family Dwelling or Multi-Family Dwelling structure or building intended for, or capable of being utilized for, Residential living other than a hotel or motel.
28. **"E-Waste"** means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.
29. **"Exempt Waste"** means Hazardous Substances, Hazardous Waste, Infectious Waste, sludge, volatile, corrosive, biomedical, infectious, and toxic substances or material that Collection Franchisee reasonably believes would, as a result of or upon Disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Collection Franchisee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Collection Franchisee or County to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Solid Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.
30. **"Food Waste"** means Solid Waste that will decompose and/or putrefy including: (i) all kitchen and table food scraps; (ii) animal, fruit, grain, dairy, fish, or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of food stuffs; (iii) non-recyclable paper or discarded paper that is contaminated with food scraps and is ink-free and is compostable; and, (iv) houseplant trimmings and

other compostable organic waste common to the occupancy of Residential Dwelling Units. Food Waste must have been Source Separated and generated by and at the Service Unit where it is Collected. Food Waste does not include Exempt Waste. Food Waste is a subset of Organic Materials.

31. **"Franchise Area"** means (i) the entire incorporated territory included within the City limits as of the Effective Date of this Agreement; and, (ii) such additional incorporated area as may thereafter become included with the County limits from time to time due to annexation.

32. **"Franchise Date"** means the date on which this Agreement becomes effective.

33. **"Garbage"** means all putrescible wastes and all animal or vegetable refuse or residue that results from the preparation or care for, or treatment of food stuffs intended to be used as food or has resulted from the preparation or handling of food for human consumption, or any decayed or unsound meat, fish, fowl or vegetable. Garbage must be generated by and at the Service Unit wherein the Garbage is Collected. Garbage does not include those items defined herein as Exempt Waste.

34. **"Generator"** means any Person whose act or process produces Discarded Materials as defined in the Public Resources Code, or whose act first causes any of these items to become subject to regulation.

35. **"Green Waste"** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter which has been Source Separated by the Customer and set out for Green Waste Materials collection and which except for such Source Separation and set out would have been Processed or Disposed of as Solid Waste. Green Waste includes plant debris, such as cactus, ivy, grass clippings, leaves, pruning, weeds, branches, brush, holiday trees (without stands, flocking or ornamentation), and other forms of vegetative waste and must be generated by and at the Service Unit wherein the Green Waste is Collected. Green Waste does not include items herein defined as Exempt Waste. Green Waste is a subset of Organic Materials.

36. **"Hazardous Substance"** means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances" or hazardous material, Hazardous Waste, toxic waste, pollutant, or toxic substances or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Law,

49 USC §5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules, or regulations promulgated there under to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

37. **"Hazardous Waste"** means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.
38. **"Holidays"** shall mean the observed holiday for Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
39. **"Multi-Family Dwelling (MFD) Waste"** means Solid Waste, Compostable Materials (if added to this Agreement), Recyclable Materials, and Bulky Items generated at an MFD Service Unit. MFD Waste must be generated by and at the MFD Service Unit wherein the MFD Waste is Collected and does not include items defined herein as Exempt Waste.
40. **"Multi-Family, Multi-Family Dwelling (MFD), or Multi-Family Service Unit"** means any Residential Premises, other than a Single-Family Premises, with five (5) or more Dwelling Units used for Residential purposes (regardless of whether residence therein is temporary or permanent) that receive centralized Collection Service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in townhomes, mobile homes, condominiums, or other structures with five (5) or more Dwelling Units who elect to receive individual service and are billed separately shall not be considered Multi-Family unless and until that Customer elects to receive combined service and/or billing. For purposes of this Agreement, Multi-Family Dwellings which receive Bin-based Collection Services shall be considered Commercial Service Units.

41. **"Organic Materials"** means solid wastes containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, bio-solids, digestate, and sludges.
42. **"Premises"** means any land or building in the Franchise Area where Solid Waste, Recyclable Materials, Green Waste, Compostable Materials (if added to this Agreement), Bulky Items, or C&D are generated or accumulated.
43. **"Processing"** means to sort, separate, prepare, treat, bale or otherwise package, Compost, cure, or to take other steps necessary to re-use materials at the Transfer Station or other approved facility, or to remanufacture, reconstitute, and or create new products from Discarded Materials. Processing includes reuse, Recycling and Composting.
44. **"Recyclable Materials"** means the materials defined as such in Attachment 1.
45. **"Recycle or Recycling"** means the process of sorting, cleansing, treating and reconstituting materials that would otherwise be Disposed of in a landfill, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
46. **"Residential or Residential Property"** means on, of or pertaining to a Single-Family Premises, irrespective of whether such Premises are rental units or owner-occupied, or whether Commercial activities are conducted thereon or therefrom, provided that such Commercial activities are permitted under applicable zoning regulations and do not consist of the primary use of the property.
47. **"SB 1383"** means Chapter 395, Statutes of 2016 [Lara, SB 1383] relating to short lived climate pollutants, commonly referred to as "SB 1383" as amended, supplemented, superseded, and replaced from time to time, and providing for a directive from CalRecycle providing for the diversion of organic material from landfills, where 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, 75% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025, and 20% improvement in edible food recovery by 2025.
48. **"Service Recipient"** means an individual, agency, organization, or company receiving Collection Services pursuant to this Agreement.

49. **"Service Unit"** means all SFD Service Units, MFD Service Units, City Service Units, or Commercial Service Units.

50. **"Single Family Dwelling (SFD) Waste"** means Solid Waste, Green Waste, Recyclable Materials, Compostable Material (if added to this Agreement), and Bulky Items generated at an SFD Service Unit. SFD Waste must be generated by and at the SFD Service Unit wherein the SFD Waste is Collected and does not include items defined herein as Exempt Waste.

51. **"Single-Family, Single-Family Dwelling (SFD), or Single-Family Service Unit"** means, notwithstanding any contrary definition in the City Code, any detached or attached house or residence of any number of Dwelling Units where each Dwelling Unit is designed or used for occupancy by one (1) family, provided that Collection Service can feasibly be provided to each Dwelling Unit as an independent unit, and the owner or occupant of such independent Dwelling Unit is billed directly for the Collection Service.

52. **"Solid Waste"** means all putrescible and non-putrescible solid, semisolid, and liquid wastes including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, discarded home and industrial appliances, sludge which is not Hazardous Waste, and other discarded solid and semi-solid wastes as defined in California Public Resources Code Section 40191, as that section may be amended from time to time, but does not include materials that have been Source Separated, abandoned vehicles and parts thereof, or Exempt Waste. Solid Waste may include Recyclable Materials, Green Waste, Compostable Materials and Construction and Demolition Debris if such materials are not Source Separated from Solid Waste at the site of generation or Collected for Recycling, Composting, Processing, and marketing.

53. **"Source Separated or Source Separation"** means the segregation from Solid Waste, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

54. **"Special Event Collection Service"** means the Collection of Solid Waste and Recyclable Materials as appropriate at City-sponsored special events.

55. **"Universal Waste or U-Waste"** means all wastes defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations or successor regulations. These include, but are not limited to, Household Batteries, fluorescent light bulbs, mercury switches, and E-Waste.

SECTION 1 – FRANCHISE GRANT

- A. Exclusive Grant and Acceptance.** The City of Orland grants to Collection Franchisee and Collection Franchisee accepts the exclusive right and privilege, together with the obligation, to collect Solid Waste, Recyclable Materials, Green Waste, Compostable Materials and Bulky Items generated or coming to exist at SFD, MFD, Commercial and City Premises, *except* for the exclusions in subsection B. For purposes of clarity, the preceding sentence includes such materials placed in Bins, Carts, Compactors and Drop Boxes. With regard to Compostable Materials, when Collection Franchisee is ready to provide Compostable Materials collection services to Customers receiving other services under this Agreement, Collection Franchisee will provide the City with rates for such services and details regarding the Compostable Materials collection program. If the City agrees to such rates and service elements, the parties will so amend this Agreement. Until such time, no person or entity shall provide collection or processing of Organic Materials from Customers in the City.

Collection Franchisee acknowledges that City grants this exclusive franchise in order to:

1. Provide affordable services directly to persons within the City that enables them to comply with State law, such as mandatory commercial recycling;
 2. Provide services to City that enable City to comply with State Law, such as solid waste monitoring, record keeping and reporting requirements; and
 3. Provide service accountability.
- B. Exclusions.** City may not grant the right and privilege to provide Collection Services to anyone other than Collection Franchisee in the Franchise Area. However, Collection Franchisee acknowledges that City has the right to provide waste handling services with respect to materials other than Solid Waste, Recyclable Materials, Green Waste and Organic Material (Compostable Materials once Collection Franchise begins to provide such service). City shall use good faith efforts to protect and enforce the exclusive rights of Collection Franchisee through appropriate ordinances and enforcement of those ordinances against third party violators. Collection Franchisee may independently enforce the exclusivity provision of this Collection Franchise against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Collection Franchisee.

This grant is subject to the following exclusions:

1. **Recyclable Materials** that the generator donates (excluding commercial haulers and recyclers) or sells (receives net payment, after applying all other charges) to someone other than Collection Franchisee.
 2. **Self-Haul/Residential.** Recyclables or Green Waste personally delivered by residents, authorized to self-haul to a permitted disposal or processing facility.
 3. **Self-Haul/Private Enterprise.** Recyclables or Green Waste delivered by employees or owners of a Commercial Premises, authorized to self-haul to a permitted disposal or processing facility.
 4. **State Agencies.** Solid Waste generated by State-related entities, such as the State, schools, or any other entity exempted by law from subscribing to solid waste services under this Collection Franchise.
 5. **Green/Organic Waste.** Organic Materials composted on a Premises or removed by gardeners in their own pickup truck as an incidental part of landscaping services.
- C. **Franchise Fee.** In consideration of this Collection Franchise, the Collection Franchisee will pay the City the franchise fee set forth in Section 1 of the Master Franchise Agreement. For purposes of clarity, Collection Franchisee will pay the franchise fee only under the Collection Franchise, and not a duplicative payment under both agreements. Collection Franchisee will not separately identify the franchise fee to customers; including in correspondence such as subscription orders, bills, or invoices or on its web site.
- D. **Term.** The term of this Collection Franchise is set forth on the Title Page.

SECTION 2 - TRANSITION

A. Container Acquisition and Use.

1. **City Purchase Right.** When this Collection Franchise expires, City may purchase any or all Containers, at its option, from Collection Franchisee for a price equal to their fair market value.
2. **Collection Franchisee Action.** If the City terminates this Collection Franchise based on Collection Franchisee's default as authorized in the Master Franchise Agreement, at City's option, Collection Franchisee will allow the City to temporarily use of any or all Containers; or, remove the Containers from customers' premises after the later of 1)

the date replacement Containers are provided to the customer; or 2) two months after the expiration or termination of this Collection Franchise.

3. **Use During Transition.** If the City does not purchase or acquire Containers upon expiration or termination of this Collection Franchise, then Collection Franchisee will, upon the City's request, remove those Containers on the final service day for customers or within 2 weeks of termination or expiration of the Agreement, whichever is later. Collection Franchisee will use reasonable business efforts to reuse or recycle containers.

- B. **Cooperation During Transition to New Hauler.** If the City does not award Collection Franchisee a collection contract to continue to provide waste management services similar to franchise services under this Collection Franchise after the expiration or termination of this Collection Franchise, Collection Franchisee will cooperate fully with the City and the succeeding Collection Franchisee(s), licensee(s), permittee(s) or other person providing solid waste management services. Collection Franchisee acknowledges that the intent of this obligation is to assure a smooth, efficient, orderly, timely and effective transition and delivery of franchise services under this Collection Franchise from Collection Franchisee to the succeeding person, including:

1. Giving City records - including subscription, routing and billing records - promptly upon City request, in the format specified by the City; and
2. Removing Collection Franchisee's Containers from customers' premises by the date replacement containers are provided to the customer or within two (2) weeks of the expiration or termination of this Collection Franchise, whichever is later. Collection Franchisee will use reasonable business efforts to reuse or recycle collected carts.

SECTION 3 - SOLID WASTE SERVICES

- A. **Arrangement with Customers.** Collection Franchisee will provide Collection Services based on service levels listed on the Service Fee Schedule to:
 1. Residential Customers at the time, frequency and capacity determined by Collection Franchisee; and,
 2. Commercial Customers at the time determined by Collection Franchisee and at the capacity and frequency as determined by Collection Franchisee and Customer.

B. Scope and Specifications (Attachment 3). Collection Franchisee will provide the following waste management services under the Master Franchise and this Collection Franchise, including Attachment 3.

1. **Collection.** Collecting residential (including multi-family) and commercial solid waste and recyclable materials. Collection of residential and commercial Compostable Materials may be implemented pursuant to Section 1.A.
2. **Transport.** Transporting solid waste to the Glenn County Transfer Station and paying tipping fees to County.

C. Service Exceptions. Collection Franchisee is *not* required to collect waste from a Customer or the City in any of the following events:

1. **Misplaced:** Containers are not placed at their required set-out sites;
2. **Unpermitted Waste:** Containers contain Excluded Waste or, regarding recyclable materials and organic materials containers, unacceptable levels of contamination (as defined below);
3. **Overweight:** Containers weigh more than the maximum weight that Collection Franchisee informs customers;
4. **Uncontained:** Solid waste, recyclable materials or organic materials that are not placed inside containers; or
5. **Unsafe:** an unsafe condition exists at the set-out site.

Collection Franchisee will notify the Customer in the event of non-collection for reasons above. Such notification may be in the form of email for customers who elect to receive email notification.

D. Contamination; Overage; Overweight.

1. **Contamination.** Collection Franchisee is not obligated to collect Recyclable Materials, Green Waste or Compostable Materials Containers which are Contaminated.
 - a. If Collection Franchisee elects to not collect a contaminated Container, it shall notify the customer explaining why. Such notice may be provided by Container tag, email or other means of communication.

b. If Collection Franchisee elects to collect a contaminated container, and it has previously sent the customer at least two contamination warning notices, Franchisee may charge the customer a Contamination Fee set forth in Attachment 8; provided, however, Collection Franchisee must have photographic evidence of the contamination (which will be provided to the customer upon request). The Contamination Fee may be included on the customer's regular invoice or billed separately. Collection Franchisee may dispose of the contents of a contaminated container it elects to collect.

c. If there have been more than three instances of a contaminated container in any 12-month period, and Franchisee has photographic evidence of each instance, Collection Franchisee may (i) discontinue such service and remove the container, (ii) deliver additional or larger Solid Waste container(s), and (iii) charge the customer the applicable rate for the additional or larger Solid Waste container(s) described in Attachment 8. After one year, the customer may petition Collection Franchisee to reinstate such service, in which case they must pay any activation and cart, or bin redelivery fees set forth in Attachment 8.

2. Overage. Collection Franchisee is not obligated to collect Overage, unless caused by Collection Franchisee spillage of non-overloaded containers during collection.

a. "Overage" is defined as (i) Solid Waste, Green Waste, Compostable Materials or Recyclable Materials exceeding its container's intended capacity such that the lid is lifted by at least four (4) inches (or would be lifted by at least four inches if there was a lid), or (ii) Solid Waste, Green Waste, Compostable Materials or Recyclable Materials placed on top of or in the immediate vicinity of the container.

b. If Collection Franchisee elects to collect Overage, it may charge the customer the Overage Rate set forth in Attachment 8; provided, however, Collection Franchisee must have photographic evidence of the Overage (which will be provided to the customer upon request) and Franchisee must have previously sent the customer at least two Overage warning notices.

c. If there have been more than two instances of Overage in any 12-month period for a particular service (i.e., Solid Waste, Green Waste, Compostable Materials or Recyclable Materials), and Collection Franchisee has photographic evidence of each instance, Collection Franchisee may increase the customer's service level (i.e., larger container or more frequent service) to mitigate the Overage, and may increase the charges to such customer according to the increased service level.

3. **Overweight Containers.** The Collection Franchisee may refuse to collect any Solid Waste, Recyclable Materials, Green Waste or Compostable Materials container which the Collection Franchisee reasonably believes to be overweight. A container shall be considered "overweight" if the total weight of the container and contents exceed two times the volume capacity of said container (e.g., 192 pounds for a 96-gallon cart). The Collection Franchisee shall provide notification to the customer regarding each instance of non-collection.

SECTION 4 - RECYCLING SERVICES

A. Acknowledgements. Collection Franchisee and City each acknowledge:

1. **Diversion.** The City must achieve prescribed diversion of solid waste from landfill disposal under law under AB 939 and Mandatory Commercial Recycling Implementation under AB 341.
2. **Contamination.** Collection Franchisee will provide contamination prevention as outlined herein.

WM SmartTruckSM technology will be used when implemented by Collection Franchisee in the area to identify customers, both residential and commercial, that set out contaminated or overloaded containers. This technology will allow our operations team to proactively manage services in the City to improve the customer experience by:

- Sharing data about recycling and diversion to help jurisdictions and residents maximize services
- Identifying service opportunities by automatically recording issues such as a damaged container, missed service or blocked container. The images will trigger reports for container repairs, service audits, customer outreach and more.
- Providing pictures to educate customers when their recycling or organics are contaminated and offering right-size service options to customers with persistently overloaded containers
- Maximizing technology to provide safer operations for our drivers and each of your communities

B. Scope and Specifications – Recycling Services

1. **Services.** Collection Franchisee will provide the following recyclables services under this Collection Franchise.

- a. Collection.
- b. Education.
- c. Distribute public education materials, including materials aimed at reducing of contamination.
- d. Transport.
- e. Recyclables Processing-Residue Disposal.
- f. Marketing.

SECTION 5 - CUSTOMER SERVICE

Collection Franchisee will provide customer service under Attachment 3 Item H.

SECTION 6 - DIVERSION

- A. Acknowledgements.** Collection Franchisee acknowledges:
- 1. City must comply with diversion mandates and meet diversion goals under law.
 - 2. Reducing contamination is central to City's recycling program to increase recovered material quality, marketability, and diversion.
- B. Diversion Plan.** Collection Franchisee and City shall reasonably cooperate in good faith with all efforts by each other to meet City's diversion and other compliance requirements imposed by AB 939 and other Applicable Laws. If the parties agree to implement modified Collection Services to address diversion, and such modifications result in increased costs or reduced revenue to Collection Franchisee, then Collection Franchisee will be reimbursed for such negative financial impact.
- C. Obligations.** The City and Collection Franchisee acknowledge that when CalRecycle reviews the City's implementation of City's Mandatory Commercial Waste Program, CalRecycle may consider, among other things, the availability of markets for collected Recyclable Materials. Therefore, if after exercising reasonable efforts Collection Franchisee cannot divert Recyclable Materials from disposal, it will document the recyclables brokers that it contacted, with the purchase price (positive or negative) and other information necessary to demonstrate good faith efforts to divert Recyclable Materials. Compliance with this provision may require disclosure of information that is confidential or proprietary in nature. The City agrees to preserve the confidentiality of, and to not disclose, any such information to any third party without the express written consent of the Collection

Franchisee or as required by law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

SECTION 7 - OWNERSHIP OF SOLID WASTE; DISCLAIMERS.

- A. **Ownership.** The right to possession or ownership of Recyclable Materials, Green Waste and Compostable (if added to this Agreement) Materials becomes the property of Collection Franchisee when Collection Franchisee collects them.
- B. **Diversion Substantiation.** Collection Franchisee will give City records and reports of collected and diverted recyclable materials and organic materials (if added to this Agreement) requested by County per Section 9 – Records.
 - 1. **City Disclaimer.** Except as otherwise provided in the Master Agreement, the City makes no representations or warranties with respect to content of solid waste, any solid waste disposal characterization study, or projections by solid waste material type. The City disclaims any representations and warranties, either express or implied, as to the merchantability or fitness of solid waste for any particular purpose.
 - 2. **No Collection Franchisee.** Collection Franchisee will not make any claim against the City based on any estimates, statements or interpretations of information in connection with the Request for Proposals and procurement of this Collection Franchise, including solid waste, green waste or recyclable materials quantities or characterization, or customers. In this paragraph "City" includes any officer, employee, agent, or consultant of City which proves to be wrong.

SECTION 8 - SERVICE FEES/CUSTOMER BILLING.

- A. **Service Fees.** Collection Franchisee will charge customers service fees monthly under Exhibit 8A Service Fee. The City is not liable for paying any of those service fees. Collection Franchisee may collect service fees only from customers. Customer payments will be due as indicated on the invoice; Collection Franchisee may charge delinquent customers a monthly late fee of 2.5% or \$5.00 (whichever is greater). Collection Franchisee may suspend services to customers who become at least 60 days delinquent and charge a reactivation fee if services are reactivated.
- B. **Adjustment.** Service fees will be adjusted under Attachment 8B.
- C. **Customer Invoice.** Collection Franchisee will use the form of invoice satisfactory to the City.

SECTION 9 - RECORDS.

Collection Franchisee will keep records required under the Master Franchise, in the media required under the Master Franchise, including collection and recycling services records satisfactory to the City.

SECTION 10 - REPORTS

Collection Franchisee shall submit reports as required by law and provide reports to City pursuant to local, state and federal laws. Said reports shall be delivered no later than thirty (30) days past the completion of any reporting period. All such reports must contain information sufficient to report its progress to the State of California regarding the implementation of County's SRRE pursuant to the California Public Resources Code, AB 341, Mandatory Commercial Recycling, AB 182/MORE and SB1383. In addition to any reports required by law, the Collection Franchisee shall provide any report that is reasonably requested by the City including, but not limited to, the following:

- A. Quarterly Reports. Quarterly reports to the City shall be due on the 30th day of the month following the previous calendar quarter and shall include:
 1. Detailed review of the number and type of complaints received over the past quarter, including how they were resolved and the elapsed time between receipt of the first complaint and final resolution of the complaint.
 2. A summary narrative of problems encountered with Collection and Processing activities and actions taken. Information shall include the type and number of notification tags left at Customer locations for Customers with multiple violations; haul-or-call tags; instances of property damage or injury, poaching, or scavenging; significant changes in operation; market factors; and publicity conducted.
 3. A summary of a log on praises and complaints and resolutions of complaints, including a summary of the type and number of complaints. The Collection Franchisee shall provide a record of all calls related to missed pickups and responses to such calls. Public education and information activities undertaken during the year, including distribution of bill inserts, Collection notification tags, community information and events, and other activities related to the provision of Collection Services. The report shall include a narrative assessment of the impact of these activities on Recycling and Compostable Materials participation and amounts collected from Single-Family Residences, Multiple-Family Dwellings,

and Commercial Customers. An annual public education plan will be submitted to the City as described in Attachment 4A - Recycling Services A. Education.

B. Annual Reporting

1. **Public Education.** A summary of Public education and information activities undertaken during the year.
2. **Recycling Analysis.** An analysis of any Recycling and Compostable Materials Collection, processing and marketing issues or conditions (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for Residential and Commercial programs.
3. **Planned Actions to Increase Diversion.** A prioritized list of activities the Collection Franchisee plans for the next calendar year to increase diversion and/or otherwise enhance services.
4. **Commercial Account Subscription Profile.** List of all commercial accounts by name and address. All accounts that receive Waste Audits shall also be identified.
5. **Multi-Family Account Subscription Profile.** Same information as required for Commercial Account Subscription Profile for Multi-Family accounts.
6. **Additional Reporting.** The Collection Franchisee shall furnish the City with any additional reports as may reasonably be required (no additional cost to Collection Franchisee), such reports to be prepared within a reasonable time following the reporting period.
7. **CalRecycle Reports.** Collection Franchisee shall provide reasonable assistance (no additional cost to Collection Franchisee) to City in answering questions related to County's preparation of the annual CalRecycle reports.

SECTION 11 - INDEMNIFICATION

Collection Franchisee will provide indemnification under the Master Franchise. Its indemnity is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify the City from liability.

SECTION 12 - INSURANCE/FINANCIAL ASSURANCE

Insurance. Collection Franchisee will maintain insurance required under the Master Franchise. The Certificates of Insurance and other documentation attached to the Master Franchise must reference this Collection Franchise.

SECTION 13 - BREACHES AND DEFAULTS.

If Collection Franchisee breaches the Master Franchise or this Collection Franchise, it has the right to cure under Section 13 of the Master Franchise. The City will give notice and confer with Collection under Section 13 of the Master Franchise.

SECTION 14 – REMEDIES/ENFORCEMENT

A. Under the Master Franchise. The City may exercise all remedies under the Master Franchise.

B. Damages.

1. **Liquidated damages.** The Parties acknowledge that the City incurred considerable time and expense procuring this Collection Franchise to remove and discard of solid waste, especially putrescible solid waste (garbage) to protect human health and the environment; that consistent and reliable services are of the utmost importance to the City's protection of human health and the environment to prevent garbage and refuse from accumulating and attracting vermin, vectors and disease; and, that the following liquidated damages represent a reasonable estimate of the amount of damages, considering all circumstances existing on the franchise date, including:
 - a. The relationship of the sums to the range of harm to City that reasonably could be anticipated, and;
 - b. Anticipation that proof of actual damages would be costly or inconvenient.

Therefore, in accordance with Section 14 of the Master Franchise with respect to notice and conference, Collection Franchisee will pay the following:

SECTION	FAILURE(s) Under cited sections	DAMAGES
---------	------------------------------------	---------

Attachment 3A E5	Mark any container with discard prohibitions	\$50
Attachment 3A G	To enter log of / maintain / supply complaint records	\$100
9D	Allow City to inspect, audit or copy records	\$150
Attachment 3A F, 3B	Deliver recyclable materials to processing facilities identified by Collection Franchisee, or solid waste to the Glenn County Transfer Station.	\$300/truck-delivery
Attachment 3A B1	≥ 6 / year, collect during unauthorized hours	\$250

Reference to "failure" refers to each occurrence of specified breach (such as for each customer and each container order, record entry, or complaint) and not for aggregate occurrences of those breaches (such as for all customers on a given day).

By placing initials below, each party explicitly confirms that the preceding statements are accurate and the fact it has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provision prior to signing this Collection Franchise.

Collection Franchisee

City

Initial Here:



Initial Here:



- C. **City's Right to Perform Services.** If Collection Franchisee defaults under its Collection Guaranty, and fails to cure as provided herein, City may exercise its rights under the Master Franchise and the additional rights described in this Section.
- D. **Stipulations.** Collection Franchisee stipulates that City's exercise of rights under this Section does not: Constitute a taking of private property for which the City must compensate Collection Franchisee; Create any liability on the part of the City to Collection Franchisee; or Exempt Collection Franchisee from any indemnity, hold harmless or defense obligations under the Master Franchise, which parties intend to extend under this Collection Franchise. However, Collection Franchisee is not required to indemnify the City against claims and damages arising from the negligence of the City personnel.

SECTION 15 - GENERAL PROVISIONS.

- A. Incorporation.** This Collection Franchise is part of the Master Franchise. In this Collection Franchise the parties' have all rights and obligations that they have in the Master Franchise.
- B. Inconsistencies.** Provisions of this Collection Franchise from Section 1 through the signature page will govern over any inconsistency or conflicts in any Attachment or Exhibit. Provisions of the Master Franchise will govern over any is inconsistencies or conflicts in Collection Franchise.
- C. Notices.** Parties will give Notices under Section 15B of the Master Franchise.

SECTION 16 - EXECUTION OF CONTRACT.

IN WITNESS WHEREOF, City has authorized and directed the Mayor of the City Council to sign this Collection Franchise. Collection Franchisee has authorized and directed its officers to sign this Collection Franchise. This Collection Franchise is dated the franchise date repeated on its cover.

City of Orland

By: 

Mayor

Bruce T. Roundy

Attest: 

City Council Clerk

Janet Wackerman

Collection Franchisee

By: 

President

Type or Print Name: Barry Skolnick

ATTEST: 

Secretary

Type or Print Name: David Stratton

ATTACHMENT 1 – Recyclable Materials

RECYCLABLE MATERIALS SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged), un-shredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 – empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLE MATERIALS include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclable Materials)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups

Any paper Recyclable Materials or pieces of paper Recyclable Materials less than 4" in size in any dimension	Propane tanks, fuel canisters
Batteries	Metal cookware/bakeware
Fiber Recyclable Materials with moisture exceeding commodity market limits	

* Glass may not be accepted in all locations.

DELIVERY SPECIFICATIONS:

Material placed for collection may not contain Non-Recyclable Materials or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

Company reserves the right upon notice to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Company may reject in whole or in part, or may process, in its sole discretion, materials not meeting the specifications, including wet materials. Company may invoice Customers for all costs, losses and expenses incurred with respect to such non-conforming materials including costs for handling, processing, transporting and/or disposing of such non-conforming materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may bill Customers a contamination charge as provided in Section 3.D of the Agreement.

ATTACHMENT 3

A. Collection Routes, Operating Hours, and Schedules.

1. **Collection Routes.** During the term of this Agreement, Collection Franchisee shall prepare and maintain records precisely defining Collection routes, with the days which Collection shall regularly commence. Copies of such maps shall be provided to the City upon request in a format acceptable to the City.
2. **Subsequent Collection Route Changes.** In the event of a route change that will change the Collection Day for an SFD Service Unit, Collection Franchisee shall notify those Service Recipients in writing of the route change not less than thirty (30) days before the proposed date of implementation. Collection Franchisee shall also provide the City with a copy of the service change notification.
3. **Hours of Collection.** Unless otherwise authorized by the City, Collection Franchisee's days and hours for Collection operations shall be as follows:
 - a. **SFD Collection.** SFD Collection services shall only occur between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday, with no regularly scheduled service on Sundays and holidays, Christmas Day, New Year's Day, Thanksgiving Day, Memorial Day, Labor Day and July 4th are recognized holidays. The hours, days, or both of Collection may be temporarily extended due to extraordinary circumstances or conditions.
 - b. **MFD, Commercial and City Collection.** MFD, Commercial and City Collection Services shall only occur between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday, with no regularly scheduled service on Sunday. The hours of Collection may be temporarily extended by the City due to extraordinary circumstances or conditions.

B. Collection Standards.

1. **Manner of Collection.** The Collection Franchisee shall provide Collection Services 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 mailboxes.

2. **Litter Abatement and Spill Prevention.** The Collection Franchisee shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. The Collection Franchisee shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the Collection Franchisee's vehicle. The Collection Franchisee shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of any material and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.
- a. The Collection Franchisee shall not be responsible for cleaning up unsanitary conditions caused by the carelessness of the Service Recipient; however, the Collection Franchisee shall clean up any materials that are spilled or scattered by the Collection Franchisee or its employees.
 - b. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the Collection Franchisee's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, Collection Franchisee shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such clean-up, Collection Franchisee's vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel. Collection Franchisee shall not be responsible for removing any stain that may remain after application of such absorbents and cleaning agents.
 - c. Collection Franchisee shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), or accidental damage to a vehicle.
 - d. The above paragraphs notwithstanding, Collection Franchisee shall clean up any spillage or litter caused by Collection Franchisee within two (2) hours upon notice from the City.
 - e. In the event where damage to City Streets (other than stains) is the result of a hydraulic oil spill caused by Collection Franchisee, Collection Franchisee shall be responsible for all reasonable repairs to return the street to the same condition prior to the spill. Collection Franchisee shall also be responsible for all clean-up activities

related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City and at no cost to the City.

C. Materials Collection.

1. Solid Waste. (Weekly Collection)

a. Residential.

- i. **Carts.** Once each week, Collection Franchisee will collect solid waste discarded in carts at residential premises. Collection Franchisee will provide each residential customer with a 64-gallon cart, *unless* the customer requests a 35 or 96-gallon cart.
- ii. **Senior Residential Services.** In lieu of the 64-gallon container provided above, senior citizen may, upon request, receive a 35-gallon fully automated cart and the rate provided in Exhibit. In order to qualify for the reduced senior rate a resident must show proof of attaining the age of 65 and request the service. The senior rate for a 35-gallon cart is 72% of the 64-gallon rate. A senior may also subscribe for green waste services and shall pay for such services at the regular undiscounted rate for green waste services as provided in Exhibit. A senior that requests a 64-gallon or 96-gallon container shall pay the standard, undiscounted rate for such services.

b. Commercial.

- i. **Bins.** Collection Franchisee will collect solid waste discarded in bins at commercial premises. It will collect bins at the frequency listed on the Service Fee Schedule selected by Customer. Collection Franchisee will provide each commercial customer with a bin having the capacity listed on the Service Fee Schedule, as requested by customer.

2. Recyclable Materials.

- a. **Residential:** Collection Franchisee will provide Residential Customers a 64-gallon cart for bi-weekly collection of recyclable materials. Additional carts will be provided and serviced at an additional cost, as provided in the Service Fee Schedule.

- b. Commercial:
- c. Upon request of the Customer, Collection Franchisee will provide Commercial Customers 64-gallon cart(s) and/or bin(s) for bi-weekly collection of recyclable materials. The cost for such service is provided in the Service Fee Schedule.

3. Green Waste Materials.

a. Each resident will have the option to add a 96-gallon green waste cart, collected every-other-week. This service will be provided on the alternate week to the collection of curbside recycling for an additional charge as specified in the Service Fee Schedule. The minimum term for green waste service shall be six months with a \$25 fee for early termination. Those residents that demonstrate the need for additional carts will be provided and serviced at an additional cost, as provided in the Service Fee Schedule.

4. Compostable Materials. Collection Franchisee will provide Compostable Materials collection services when programs are available, and this agreement has been amended to include such services.

5. Construction and Demolition (C&D) Debris. Collection Franchisee will deliver roll-off boxes or similar containers for discards of C&D debris, within the time required to respond to customers' requests for cart or bin services. It will collect them on the day agreed upon with the Customer. It will use reasonable business efforts to divert C&D debris.

6. Community Cleanup Events

a. **Materials.** Collection Franchisee will collect the following materials at one scheduled Community Cleanup Event per year, limited to one pickup truckload per Residential Customer:

- i. Solid Waste;
- ii. Recyclable materials;
- iii. Bulky Waste; and
- iv. E-waste.

Collection Franchisee will not permit or knowingly collect unpermitted waste. Collection Franchisee will provide all labor and equipment, including containers, without charge. Collection Franchisee will not compact E-waste or any bulky waste that contain chlorofluorocarbons.

- b. **Location.** The City may choose the location for the annual Community Cleanup Event. The location and date will be determined annually, at least 6 months prior to the events.
 - c. **Disposal.** Collection Franchisee may deliver solid waste, that it collects to the Glenn County Transfer Station but must process, market and divert recyclable materials at its expense. Collection Franchisee will notify the City of any changes in facilities and provide to the City, if requested, information regarding such facility's permit status.
- 7. **Transition Plan.** Collection Franchisee's Transition Plan for providing franchise service upon commencement of this Collection Franchise, satisfactory to the City.
- D. **Carry-Out Service.** At a residential customer's request, Collection Franchisee will roll-out that customer's container(s) from the container's storage location, as long as it is safely accessible by the driver, for collection at the curb and then return them to that location.
 - 1. **Without charge.** Collection Franchisee will provide carry-out service without surcharge if the customer requesting carry-out services meets either (a) or (b), *and* (c) of the following qualifications:
 - a. The customer has handicapped status recognized by the California Department of Motor Vehicles; or
 - b. The customer is over 75 years old as evidenced by birth dates on driver's licenses, birth certificates, passports, identity cards or other documentation issued by a governmental entity; and
 - c. The customer provides written representation that s/he is functionally unable to roll the carts to the curb and there is no one else living at the residence who is physically able to roll those containers to the curb.
 - 2. **With Charge.** Collection Franchisee will provide carry-out service with a surcharge listed on the service fee schedule if the customer does *not* meet the preceding listed qualifications for free service.
- E. **Customer Correspondence and Other Materials.** At least two (2) weeks prior to distribution Collection Franchisee must give the City a copy of all written materials that Collection

Franchisee gives customers (other than with respect to an individual customer's service account), for the City review and comment.

F. Container Requirements.

1. **SFD Carts.** Collection Franchisee will provide each SFD located within the Franchise Area with wheeled Carts for automated Collection of Solid Waste and Recyclable Materials. Green waste containers will be provided upon customer request at an additional charge. Cart sizes shall be as requested by the Customer. Customers may add additional Carts for Solid Waste Collection as may be needed at an additional charge.
2. **Purchase and Distribution of Carts and Bins.** The Collection Franchisee shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to Service Units in the Franchise Area. The distribution shall be completed within five (5) business days of receipt of notification from the City.
3. **Replacement of Carts and Bins.**
 - a. Collection Franchisee's employees shall take care to prevent damage to Carts or Bins by unnecessary rough treatment. However, any Cart or Bin damaged by the Collection Franchisee shall be replaced by the Collection Franchisee, at the Collection Franchisee's expense, within five (5) business days after notification by the County or the Service Recipient, at no cost or inconvenience to the Service Recipient or to the City.
 - b. Upon notification to the Collection Franchisee by the City or a Service Recipient that the Service Recipient's Cart(s) or Bin(s) are faulty or have worn out, or have been stolen or damaged beyond repair through no fault of the Service Recipient, the Collection Franchisee shall deliver a replacement Cart(s) or Bin(s) to such Service Recipient within five (5) Residential Service Work Days. There shall be no charge to the Service Recipient for the delivery or replacement of the Cart(s) or Bin(s).
 - c. In those instances where the Collection Franchisee can demonstrate that a Cart(s) or Bin(s) was damaged or stolen as the result or product of negligence on the part of the Service Recipient, Collection Franchisee shall be entitled to bill the Service Recipient the cost of the Cart(s) or Bin(s) plus the delivery charge.

d. The Collection Franchisee shall maintain records documenting all Cart and Bin replacements occurring on a monthly basis. Such information shall be provided to the County upon written request.

4. **Repair of Carts and Bins.** Collection Franchisee shall be responsible for repair of Carts and Bins in the Service Area including, but not be limited to, hinged lids, wheels, and axles. Within five (5) business days of notification by the City or a Service Recipient of the need for such repairs, the Collection Franchisee 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 Service Recipient.

5. **Cart, Bin, or Drop Box Exchange.** Upon notification to the Collection Franchisee by the City or a Service Recipient that a change in the size or number of Carts, Bins, or Drop Boxes is required, the Collection Franchisee shall deliver such Carts, Bins, or Drop Boxes to such Service Recipient in no later than five (5) business days. Collection Franchisee shall be entitled to charge for Container exchanges at a rate not exceeding the appropriate "Cart, Bin, or Drop Box Exchange" rate as adjusted under the terms of this Agreement.

6. **Additional Solid Waste Capacity.** Upon notification to the Collection Franchisee by the City or a Service Recipient that additional Solid Waste capacity is requested, the Collection Franchisee shall comply by delivering a larger Cart, an additional Cart, a larger Bin, or an additional Bin, to such Service Recipient within ten (10) business days. Collection Franchisee shall be entitled to charge for the cost of the additional Solid Waste capacity in an amount not exceeding the applicable Maximum Service Rate for the larger capacity or Additional Cart or Bin as adjusted under the terms of this Agreement.

7. **Additional Recycling Capacity.** Collection Franchisee shall provide additional Recycling Cart to SFD Service Units requesting an additional Cart within ten (10) business days of the request provided that (a) the additional capacity is used by the SFD Service Unit for the purposes of setting out additional Recyclable Materials that are generated by and at the SFD Service Unit for regular bi-weekly Recyclable Material Collection Service and (b) the Customer has had no incidents of Contamination in the previous 12 months. Additional carts may be requested and provided for an additional cost.

8. **Pickup of Under-utilized Additional Recyclable Carts.** If Collection Franchisee's vehicle driver reports, and Collection Franchisee's Customer service representative enters into the Customer's account records, that the Customer does not set out an additional Recyclable Materials Cart more than once a month for two (2) consecutive months, then Collection Franchisee may leave a notice stating that Collection Franchisee will pick up the Customer's unused or under-utilized additional Recyclable Cart unless the Customer sets out that additional Cart at least every other week.

9. **New Service Units.**

a. **Purchase and Distribution of Containers.** The Collection Franchisee shall be responsible for the purchase and distribution of fully assembled and functional Containers to new Service Units that are added to Collection Franchisee's Service Area during the term of this Agreement. The distribution shall be completed within five (5) business days of receipt of notification from the City or the Service Unit.

b. **Collection Services.** Collection Franchisee shall provide Collection Services described in this Agreement to new Service Units on the next regularly scheduled Collection Day following delivery of the Carts or Bins.

10. **Bin and Drop Box Signage, Painting, and Cleaning.** All metal Bins and Drop Boxes of any service type furnished by the Collection Franchisee shall be either painted or galvanized. All Bins and Drop Boxes shall display the Collection Franchisee's name, Collection Franchisee's Customer service telephone number and shall be kept in a reasonably clean and sanitary condition. No advertising shall be permitted other than the name of the Collection Franchisee except promotional advertisement of the Recyclable Materials and Organic Materials programs or such other signage as may be approved by the Contract Administrator in writing.

G. **Vehicle Requirements.**

1. **General Provisions.** Collection Franchisee shall provide a fleet of properly maintained Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. Hoppers shall be enclosed on top and on all sides to prevent material from leaking, blowing or falling from the vehicles. Each Collection vehicle shall be equipped with a shovel and

broom for clean-up of spillage. Collection vehicles shall never be loaded to exceed the manufacturer's recommended weight limit or otherwise operated unsafely or in violation of any applicable law.

2. **Clean Air Vehicles.** To the extent required now or in the future by applicable law, Collection Franchisee shall provide its Collection vehicles to be in full compliance with local, State, and federal clean air requirements, including, but not limited to, the California Air Resources Control Board regulations, such as those regulations requiring the implementation of "Diesel Particulate Matter Control Measure for On-Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicle Diesel Engines" as currently codified 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. Collection Franchisee has inspected all applicable streets within the Franchise Area and acknowledges and certifies that all vehicles can safely and effectively operate within the Franchise Area.

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

4. **Vehicle Signage and Painting.** Collection vehicles shall be painted and numbered uniquely without repetition and shall have the Collection Franchisee's name, and the number of the vehicle painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle. No advertising shall be permitted other than the name of the Collection Franchisee except promotional advertisement of the Recyclable Materials and Compostable Materials programs or such other signage as may be approved by the City in writing. Collection Franchisee shall repaint all vehicles (including vehicle striping if appropriate) during the Term of this Agreement as necessary to maintain a positive public image.

5. **Vehicle Maintenance.** Collection Franchisee shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be properly maintained. Collection Franchisee vehicles shall maintain a professional appearance. Collection Franchisee shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Collection Franchisee shall repair, or arrange for the repair of, all of its

vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. The City may inspect vehicles at any reasonable time, and within three (3) days of such a request, to determine compliance with this Agreement and sanitation requirements.

6. **Vehicle Noise Level.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable federal, State, and City noise level regulations. All decibel readings shall be based on a distance of ten (10) feet from any part of the vehicle. The City may request Collection Franchisee to check any piece of equipment for conformance with the noise limits when reasonable to do so.
7. **Vehicle and Equipment Inventory.** On or before the Franchise Date, Collection Franchisee shall provide to the City an inventory of Collection vehicles and major equipment used by Collection Franchisee for Collection or transportation in performance of services under this Agreement. The inventory shall indicate each Collection vehicle by identification number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, and the number of vehicles. Collection Franchisee shall submit to the City an updated inventory annually, or more often at the request of the City. Each vehicle inventory shall be accompanied by a certification signed by Collection Franchisee that all Collection vehicles meet the requirements of this section.
8. **Vehicle Registration, Licensing and Inspection.** Collection Franchisee shall maintain documentation to verify that each of the Collection Franchisee'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 City, copies of such documentation shall be provided within ten (10) business days of the request.
9. **Collection Equipment Breakdowns.** In the event of a breakdown, Collection Franchisee will ensure that all routes are covered within a reasonable amount of time.
10. **Covering of Loads.** All loads not in covered body trucks shall be tarped or restrained to prevent spilling.
11. **Weight Restrictions.** Collection Franchisee shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles. Collection Franchisee acknowledges that the City may

document compliance with this provision of the Agreement through review of scale tickets and records of the Glenn County's Transfer Station or other approved facility.

H. Customer Service. Collection Franchisee will do all of the following:

1. **Spanish.** Provide at least one customer service representative that speaks Spanish and include Spanish translations of written material that it prepares for customers under this Collection Franchise, such as Collection Franchisee's web site.
2. **Listing.** Maintain a toll-free telephone number listed in phone books identified by County and printed on its vehicles, invoices, and website.
3. **Answering Calls.** Provide a live operator to answers phone calls between 8:00 a.m. to 5:00 p.m. and endeavor to answer all calls within 45 seconds.
4. **Emergency Contact.** Maintain an emergency phone number that the City can call at any time and return the City calls as soon as possible, but in no event greater than four (4) hours after the call.
5. **E-mail.** Maintain an e-mail address for customer correspondence and post the address on its website.
6. **Website.** Maintain a website and post information including: 1) Franchise service options and charges; 2) Reasons for non-collection and information on safe disposal of unpermitted wastes; 3) Collection Franchisee's toll-free phone number; 4) Collection Franchisee's mailing and email addresses; and 5) Practices and programs to divert solid waste.
7. **Complaints.** Collection Franchisee will log and respond to all complaints in a timely manner and use reasonable business efforts to resolve complaints to satisfaction of customer and City as soon as possible.

I. Customer Subscription Orders. Collection Franchisee will give the City a copy of specific customer's subscription orders in a timely manner, upon request from the City. The form of subscription order must be satisfactory to City. For purposes of this section, "Subscription Order" means any order or agreement between Collection Franchisee and a customer who has requested changed franchise services, such as number or size of carts, or service frequency.

ATTACHMENT 4A - RECYCLING SERVICES

- A. Education. Public Information and Education.** The City and the Collection Franchisee shall cooperatively design, prepare, implement, and operate at the Collection Franchisee's expense a public information and education program, and it shall aim to educate the public on the environmental and economic benefits of Recycling and resource conservation and provide Customers with information on increasing waste reduction and Recycling at their homes and businesses. The campaign shall be designed to increase community participation in waste diversion and recycling. The Collection Franchisee shall not be obligated to spend more than \$9,560 annually for the campaign, and the campaign shall be designed to ensure that the Collection Franchisee's costs do not exceed that amount. The Collection Franchisee's Recycling coordinator shall lead the campaign. The campaign shall be similar to the program previously provided by the Collection Franchisee in the City. The proposed annual campaign shall be submitted to the City Representative for approval by January 1 of each year. The campaign may include program initiation mailers, brochures, flyers, newsletters, bill inserts, and targeted notices; presentations; surveys; Recycling audits; or other forms of outreach. The campaign shall target particular types of waste materials, Customer groups, or locations within the Service Area where waste diversion improvements or program compliance enhancements can be maximized. Targets of outreach will be based on local trends and Recycling participation patterns as indicated through information obtained by City and Collection Franchisee staff. The program shall include quarterly distribution of the Collection Franchisee newsletter or other written materials to Customers provided as bill inserts; however, the costs of providing these quarterly materials shall not be included in the annual campaign budget of \$9,560.00. Information about the services provided by the Collection Franchisee shall also be included on a Collection Franchisee webpage. In addition, at least 90 days prior to initiating any new Service, or changing any existing Service, the Collection Franchisee shall submit a plan to the City for approval to provide additional public information related to the planned new Service or change. The Collection Franchisee shall accommodate commercially reasonable requests of the City and carry out the plan as approved by the City.
- B. Reducing of Contamination.** Waste Management Recycling Coordinator will work with single family, multifamily, and commercial customers to provide education about the importance of clean recycling and organics streams and to correct improper setout behavior at the source, per the tactics previously outlined in our public education and outreach plan.

Smart community benefits. SmartTruck enables the City and residents to partner with Waste Management to increase their knowledge of waste diversion and recycling participation in the community. The SmartTruck documents overloaded containers and contamination as well as validates service levels. Communities can use this data to develop programs to encourage proper setout behavior, improve the long-term viability of their community's recycling program, increase participation, and maximize engagement. It is expected that this technology will also help record and produce data required by SB-1383, when those regulations are finalized.

C. Compliance – Mandatory Commercial Recycling.

1. Identification.

a. **Customers.** Within 60 days of the date of this Collection Franchise Collection Franchisee will identify all its commercial and multi-family customers that must comply with the law, record their names, addresses, service level, and report to County whether they are complying with the law. Collection Franchisee may base its report on its customer subscription records.

b. **Non-subscribers.** Within 60 days of the date of this Collection Franchise Collection Franchisee will report to City the names and addresses of commercial and multi-family customers of five or more units that do *not* subscribe to any collection service from customer. Collection Franchisee's may base its report by visually noting premises along its commercial collection route.

2. **Education and Outreach.** Collection Franchisee will use a variety of education and outreach approaches to inform covered businesses and multifamily complexes about the law and how to recycle, including electronic, print, and direct contact approaches annually. Education and outreach will be accessible to the targeted sector, e.g., can affected commercial customers readily find information on the jurisdiction or Collection Franchise and City websites, and information is to be provided at least annually. Language barriers will be addressed, e.g., materials will be translated into other languages, and be available on the website in other languages.

3. **Monitoring.** Collection Franchisee will annually identify covered businesses and multifamily complexes that were not in compliance with the MCR requirements. Collection Franchisee will annually notify covered businesses and multifamily complexes that were not in compliance about the law and how to comply with the law.

4. **Reporting.** Collection Franchisee will record and report information to the City with respect to its identification, outreach and monitoring that the City must include in County's Reporting to CalRecycle.

D. Preparing for Compliance – Mandatory Commercial Organics Diversion / SB 1383.

1. **Identification.** If and when this Agreement is amended to include Compostable Materials collection services, Collection Franchisee will identify under preceding section D1 businesses and multi-family dwelling that will have to comply with Mandatory Commercial Organics Diversion. It will report that information to City under preceding section D4.
2. **Education and Outreach.** If and when this Agreement is amended to include Compostable Materials collection services, Collection Franchisee will provide education and outreach, in English and Spanish, assisting City under Mandatory Commercial Recycling and Organics Diversion, and preparing for compliance with SB 1383 regulations. Examples include: direct mailers, brochures, bill inserts and postcards.
3. **Compliance.** SB 1383 regulations have not been adopted by CalRecycle; once they are, they will be considered a change in law under this Agreement, in which case Attachment 8B of the Master Agreement would apply. In the event the City is required to comply with the provisions of AB 1826 and SB 1383 requiring the collection and recycling of organic waste from regulatory defined generators, and provided this Agreement has been amended to include Compostable Materials collection services, Collection Franchisee shall comply with all hauler-specific requirements set forth in AB 1826 and SB 1383, and shall also assist the City in complying with AB 1826 and SB 1383 by providing education and outreach regarding the importance of reducing landfilled organic waste, type of materials that are acceptable for the recycling of Compostable Materials, and the availability of Compostable Materials collection programs.

E. Transport. Collection Franchisee will transport recyclable materials that it collects to the processing facility that it chooses.

F. Processing. Separating commingled recyclable materials at a recycling facility or facilities chosen by Collection Franchisee, and paying costs of processing, whether tipping fees payable to a recycling facility owned by someone other than Collection Franchisee, or the

costs of processing incurred at its own processing facility. Collection Franchisee will process recyclable materials.

- a. **"Processing facility"** is a facility that receives solid wastes and temporarily stores, separates, converts, or otherwise process the materials in the solid wastes but excludes facilities whose principal function is to receive, store, separate, convert, or otherwise process in accordance with state minimum standards, manure or wastes that have already been separated for reuse and are not intended for disposal; storage incidental to the conduct of a refuse collection and disposal business; or, an EMSW conversion facility as defined in the Public Resources Code.

G. Recyclables Processing-Residue Disposal. Collection Franchisee will dispose of residual solid waste remaining after sorting or processing recyclable materials at solid waste facilities chosen by Collection Franchisee. Collection Franchisee's disposal cost is included in its service fee.

H. Marketing. Collection Franchisee will market recyclable materials and may keep revenues it receives from sales of recyclable materials under this Collection Franchise, offset by costs, including costs of collection, transport, processing and residue disposal from the recyclable materials processing facility.

I. Aggregate Losses.

- a. **City Notice.** If aggregate costs will exceed aggregate revenues on any shipment of specific type of recyclable material, before incurring the loss Collection Franchisee will notify City. Aggregate costs will include the processing facility's standard processing fee and transport costs from the processing facility to markets/ports. Aggregate revenues will be based on index prices and CRV.
- b. **Reimbursement.** The City may direct Collection Franchisee to sell that shipment at a loss and reimburse Collection Franchisee for the loss or temporarily store the shipment at the Glenn County Transfer Station, for subsequent sale by Collection Franchisee (not to exceed 90 days). Collection Franchisee will use reasonable business efforts to minimize the loss.

J. Program Change. Collection Franchisee will advise and consult with the City on solid waste management options, such as stop collecting that type of recyclable material.

ATTACHMENT 8 Service Fee Schedule



COLLECTION SERVICES PROPOSAL
City of Orland
Effective - 1/1/2021
Service Charge Fee Schedule

Disposal Adj. %
14.14%

RESIDENTIAL	Current Monthly Rate	Disposal Adjustment	New Rate
Cart Services (MSW & Recycle)			
Senior 35 Gallon Cart (65 and older)	\$13.18	\$1.86	\$15.04
35 Gallon Cart	\$17.30	\$2.45	\$19.75
64 Gallon Cart	\$18.30	\$2.59	\$20.89
96 Gallon Cart	\$27.65	\$3.91	\$31.56
96 Gallon Yard Waste - 1st Cart	\$4.95	\$0.70	\$5.65
Ancillary Services			
Additional recycling cart after 1st cart	\$7.51	\$1.06	\$8.57
Additional yard waste cart after 1st cart	\$7.51	\$1.06	\$8.57
Cancellation of yard waste services within the first 6 months of set up	\$25.00	\$3.54	\$28.54
Side Yard Assisted Service - medically justified	No Charge	N/A	No Charge
Side Yard Assisted Service - NOT medically justified	\$10.46	\$1.48	\$11.94
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Cart-if due to customer negligence	Market Rate	N/A	Market Rate
Extra Pick up - 35 Gallon	\$4.52	\$0.64	\$5.16
Extra Pick up - 64 Gallon	\$6.25	\$0.88	\$7.13
Extra Pick up - 96 Gallon	\$7.91	\$1.12	\$9.03
Extra Pick up - 35, 64, 96 Gallon on non-route day	\$13.43	\$1.90	\$15.33
Contamination in Residential Containers * (per cart/per service)	\$16.00	\$0.00	\$16.00
Overage charge (cart too full for lid to close) *	\$16.00	\$0.00	\$16.00
Bad Pay/Reactivation Fees (no delivery)	\$32.00	\$4.52	\$36.52
Bad Pay/Reactivation Fees (with delivery)	\$45.00	\$6.36	\$51.36

* Contamination/Overage charged after 1st warning

COMMERCIAL	Current Monthly Rate	Disposal Adjustment	New Rate
MSW Bin Services			
1 Yard MSW - 1xWeek	\$90.81	\$12.84	\$103.65
1 Yard MSW - 2xWeek	\$127.11	\$17.97	\$145.08
1 Yard MSW - 3xWeek	\$167.31	\$23.66	\$190.97
1 Yard MSW - 4xWeek	\$218.38	\$30.88	\$249.26
1 Yard MSW - 5xWeek	\$271.94	\$38.45	\$310.39
1.5 Yard MSW - 1xWeek	\$97.69	\$13.81	\$111.50
1.5 Yard MSW - 2xWeek	\$136.76	\$19.34	\$156.10
1.5 Yard MSW - 3xWeek	\$180.00	\$25.45	\$205.45
1.5 Yard MSW - 4xWeek	\$234.94	\$33.22	\$268.16
1.5 Yard MSW - 5xWeek	\$292.56	\$41.37	\$333.93
2 Yard MSW - 1xWeek	\$114.47	\$16.19	\$130.66
2 Yard MSW - 2xWeek	\$198.62	\$28.08	\$226.70
2 Yard MSW - 3xWeek	\$282.75	\$39.98	\$322.73
2 Yard MSW - 4xWeek	\$369.06	\$52.19	\$421.25
2 Yard MSW - 5xWeek	\$459.58	\$64.98	\$524.56
3 Yard MSW - 1xWeek	\$153.53	\$21.71	\$175.24
3 Yard MSW - 2xWeek	\$253.58	\$35.86	\$289.44
3 Yard MSW - 3xWeek	\$350.85	\$49.61	\$400.46
3 Yard MSW - 4xWeek	\$451.81	\$63.89	\$515.70
3 Yard MSW - 5xWeek	\$610.24	\$86.29	\$696.53
4 Yard MSW - 1xWeek	\$195.74	\$27.68	\$223.42
4 Yard MSW - 2xWeek	\$324.41	\$45.87	\$370.28
4 Yard MSW - 3xWeek	\$449.91	\$63.62	\$513.53
4 Yard MSW - 4xWeek	\$580.04	\$82.02	\$662.06
4 Yard MSW - 5xWeek	\$724.99	\$102.51	\$827.50
6 Yard MSW - 1xWeek	\$262.92	\$37.18	\$300.10
6 Yard MSW - 2xWeek	\$434.69	\$61.47	\$496.16
6 Yard MSW - 3xWeek	\$607.43	\$85.89	\$693.32
6 Yard MSW - 4xWeek	\$785.70	\$111.10	\$896.80
6 Yard MSW - 5xWeek	\$982.06	\$138.86	\$1,120.92

Recycling Bin Services			
1 Yard RECYCLE - 1xWeek	\$45.41	\$6.42	\$51.83
1 Yard RECYCLE - 2xWeek	\$63.56	\$8.99	\$72.55
1 Yard RECYCLE - 3xWeek	\$83.66	\$11.83	\$95.49
1 Yard RECYCLE - 4xWeek	\$109.19	\$15.44	\$124.63
1 Yard RECYCLE - 5xWeek	\$135.97	\$19.23	\$155.20
1.5 Yard RECYCLE - 1xWeek	\$48.85	\$6.91	\$55.76
1.5 Yard RECYCLE - 2xWeek	\$68.38	\$9.67	\$78.05
1.5 Yard RECYCLE - 3xWeek	\$90.00	\$12.73	\$102.73
1.5 Yard RECYCLE - 4xWeek	\$117.47	\$16.61	\$134.08
1.5 Yard RECYCLE - 5xWeek	\$146.28	\$20.68	\$166.96
2 Yard RECYCLE - 1xWeek	\$57.24	\$8.09	\$65.33
2 Yard RECYCLE - 2xWeek	\$99.31	\$14.04	\$113.35
2 Yard RECYCLE - 3xWeek	\$141.38	\$19.99	\$161.37
2 Yard RECYCLE - 4xWeek	\$184.53	\$26.09	\$210.62
2 Yard RECYCLE - 5xWeek	\$229.79	\$32.49	\$262.28
3 Yard RECYCLE - 1xWeek	\$76.77	\$10.85	\$87.62
3 Yard RECYCLE - 2xWeek	\$126.79	\$17.93	\$144.72
3 Yard RECYCLE - 3xWeek	\$175.43	\$24.81	\$200.24
3 Yard RECYCLE - 4xWeek	\$225.91	\$31.94	\$257.85
3 Yard RECYCLE - 5xWeek	\$305.12	\$43.14	\$348.26
4 Yard RECYCLE - 1xWeek	\$97.87	\$13.84	\$111.71
4 Yard RECYCLE - 2xWeek	\$162.21	\$22.94	\$185.15
4 Yard RECYCLE - 3xWeek	\$224.96	\$31.81	\$256.77
4 Yard RECYCLE - 4xWeek	\$290.02	\$41.01	\$331.03
4 Yard RECYCLE - 5xWeek	\$362.50	\$51.26	\$413.76
6 Yard RECYCLE - 1xWeek	\$131.46	\$18.59	\$150.05
6 Yard RECYCLE - 2xWeek	\$217.35	\$30.73	\$248.08
6 Yard RECYCLE - 3xWeek	\$303.72	\$42.95	\$346.67
6 Yard RECYCLE - 4xWeek	\$392.85	\$55.55	\$448.40
6 Yard RECYCLE - 5xWeek	\$491.03	\$69.43	\$560.46

COMMERCIAL CARTS			
64 Gallon Cart - MSW	\$20.00	\$2.83	\$22.83
96 Gallon Cart - MSW	\$28.53	\$4.03	\$32.56
64 Gallon Cart - Recycling	\$10.00	\$1.41	\$11.41
96 Gallon Cart - Recycling	\$14.26	\$2.02	\$16.28
Extra Pickups			
Extra Pick up - Service Day - 1 yard	\$27.71	\$3.92	\$31.63
Extra Pick up - Service Day - 1.5 yard	\$34.06	\$4.82	\$38.88
Extra Pick up - Service Day - 2 yard	\$40.38	\$5.71	\$46.09
Extra Pick up - Service Day - 3 yard	\$47.69	\$6.74	\$54.43
Extra Pick up - Service Day - 4 yard	\$59.32	\$8.39	\$67.71
Extra Pick up - Service Day - 6 yard	\$78.00	\$11.03	\$89.03
Temporary Bins			
4 Yard Temp Bin - 3-day rental	\$99.47	\$14.07	\$113.54
4 Yard Temp Bin per day after 3rd day	\$34.95	\$4.94	\$39.89
Ancillary Services			
Walk in/Pull Out per Bin per Service over 10 feet	\$14.50	\$2.05	\$16.55
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$25.00	\$3.54	\$28.54
Replacement Bin-if due to customer negligence	Market Price	N/A	Market Price
Key Charge when container access requires driver to remove lock per month	\$5.00	\$0.71	\$5.71
Contamination in Commercial Bins/Carts * (per Bin/Cart per service)	\$55.24	\$0.00	\$55.24
Overage/Snapshot charge (bin too full for lid to close) *	\$75.00	\$0.00	\$75.00
Bad Pay/Reactivation fee (no delivery)	\$32.00	\$4.52	\$36.52
Bad Pay/Reactivation fee (with delivery)	\$55.00	\$7.78	\$62.78

* Contamination/Overage charged after 1st warning

ROLL OFF	Current Monthly Rate	Disposal Adjustment	New Rate
Containers Services			
20 Yard Roll Off Container (includes 3 tons disposal) *	\$442.96	\$62.63	\$505.59
30 Yard Roll Off Container (includes 3 tons disposal) *	\$502.48	\$71.05	\$573.53
Ancillary Services			
Min Haul Charge - 7-day rental charged per day on 8th day	\$11.61	\$1.64	\$13.25
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$161.20	\$22.79	\$183.99
Relocation Charge (Move box to new location on customers current site)	\$161.20	\$22.79	\$183.99
Bad Check/EFT Charge	\$30.00	N/A	\$30.00
Finance Charge past due greater than 30 days	2.50%	N/A	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$5.00	N/A	\$5.00
Replacement Bin-if-due to customer negligence	Market Price	N/A	Market Price

*Any tonnage in excess will be charged the landfill rate plus applicable franchise fees

RESIDENTIAL	Rates
Cart Services (MSW & Recycle)	
Senior 35 Gallon Cart (65 and older)	\$ 13.18
35 Gallon Cart	\$ 17.30
64 Gallon Cart	\$ 18.30
96 Gallon Cart	\$ 27.65
96 Gallon Yard Waste (one or two carts)	\$ 4.95
Ancillary Services	
Additional recycling cart after 1	\$ 7.51
Additional greenwaste cart after 1	\$ 7.51
Side Yard Assisted Service - medically justified	No Charge
Side Yard Assisted Service - NOT medically justified	\$ 10.46
Bad Check/EFT Charge	\$ 30.00
Finance Charge past due greater than 30 days	2.50%
Finance Charge past due greater than 30 days - minimum charge	\$ 5.00
Replacement Cart-if due to customer negligence	Market Rate
Extra Pick up - 35 Gallon	\$ 4.52
Extra Pick up - 64 Gallon	\$ 6.25
Extra Pick up - 96 Gallon	\$ 7.91
Extra Pick up - 35, 64, 96 Gallon on non-route day	\$ 13.43
Contamination in Residential Containers * (per cart/per service)	\$ 16.00
Overage charge (cart too full for lid to close) *	\$ 16.00
Bad Pay/Reactivation Fees (no delivery)	\$ 32.00
Bad Pay/Reactivation Fees (with delivery)	\$ 45.00
* Contamination/Overage charged after 1st warning	

COMMERCIAL MSW		Rates				
Bin Services	Pickup Frequency	1x	2x	3x	4x	5x
		week	week	week	week	week
	1 yd	\$ 90.81	\$ 127.11	\$ 167.31	\$ 218.38	\$ 271.94
	1.5 yd	\$ 97.69	\$ 136.76	\$ 180.00	\$ 234.94	\$ 292.56
	2 yd	\$ 114.47	\$ 198.62	\$ 282.75	\$ 369.06	\$ 459.58
	3 yd	\$ 153.53	\$ 253.58	\$ 350.85	\$ 451.81	\$ 610.24
	4 yd	\$ 195.74	\$ 324.41	\$ 449.91	\$ 580.04	\$ 724.99
	6 yd	\$ 262.92	\$ 434.69	\$ 607.43	\$ 785.70	\$ 982.06
COMMERCIAL RECYCLING		Rates				
Bin Services	Pickup Frequency	1x	2x	3x	4x	5x
		week	week	week	week	week
	1 yd	\$ 45.41	\$ 63.55	\$ 83.65	\$ 109.19	\$ 135.97
	1.5 yd	\$ 48.84	\$ 68.38	\$ 90.00	\$ 117.47	\$ 146.28
	2 yd	\$ 57.24	\$ 99.31	\$ 141.38	\$ 184.53	\$ 229.79
	3 yd	\$ 76.76	\$ 126.79	\$ 175.43	\$ 225.90	\$ 305.12
	4 yd	\$ 97.87	\$ 162.21	\$ 224.96	\$ 290.02	\$ 362.50
	6 yd	\$ 131.46	\$ 217.34	\$ 303.72	\$ 392.85	\$ 491.03

COMMERCIAL CARTS		
64 Gallon Cart - MSW	\$	20.00
96 Gallon Cart - MSW	\$	28.58
64 Gallon Cart - Recycling	\$	10.00
96 Gallon Cart - Recycling	\$	14.25
Extra Pickups		
Extra Pick up - Service Day - 1 yard	\$	27.71
Extra Pick up - Service Day - 1.5 yard	\$	34.06
Extra Pick up - Service Day - 2 yard	\$	40.38
Extra Pick up - Service Day - 3 yard	\$	47.69
Extra Pick up - Service Day - 4 yard	\$	59.32
Extra Pick up - Service Day - 6 yard	\$	78.00
Temporary Bins		
4 Yard Temp Bin - 3-day rental	\$	99.47
4 Yard Temp Bin per day after 3rd day	\$	34.95
Ancillary Services		
Walk in/Pull Out per Bin per Service over 10 feet	\$	14.50
Snapshot charge (bin too full for lid to close)	\$	75.00
Bad Check/EFT Charge	\$	30.00
Finance Charge past due greater than 30 days		2.50%
Finance Charge past due greater than 30 days - minimum charge	\$	5.00
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$	25.00
Replacement Bin-if due to customer negligence		Market Price
Key Charge when container access requires driver to remove lock per month	\$	5.00
Contamination in Commercial Bins/Carts * (per Bin/Cart per service)	\$	55.24
Overage charge (bin too full for lid to close) *	\$	75.00
Bad Pay/Reactivation fee (no delivery)	\$	32.00
Bad Pay/Reactivation fee (with delivery)	\$	55.00
* Contamination/Overage charged after 1st warning		

ROLL OFF		Rates
Containers Services		
20 Yard Roll Off Container (includes 3 tons disposal)*	\$	442.96
30 Yard Roll Off Container (includes 3 tons disposal)*	\$	502.48
Ancillary Services		
Min Haul Charge - 7-day rental charged per day on 8th day	\$	11.61
Trip Charge (WM unable to service due to non-WM caused circumstance)	\$	161.20
Relocation Charge (Move box to new location on customers current site)	\$	161.20
Bad Check/EFT Charge	\$	30.00
Finance Charge past due greater than 30 days		2.50%
Finance Charge past due greater than 30 days - minimum charge	\$	5.00
Replacement Bin-if-due to customer negligence		Market Price
<u>*Any tonnage in excess will be charged the landfill rate plus applicable franchise fees</u>		

ATTACHMENT 8B Service Fee Adjustments

Pursuant to Attachment 8B of the Master Agreement, the service rates will be adjusted on each January 1 as follows:

- A. **63.55%¹ of Service Fee (Operations).** 63.55% of the service fees are adjusted by 100% of the *average* monthly percent change in the CPI index during the period beginning January 1 of the prior year through December 31 of the current year.
- B. **3.45% of Service Fee (Fuel).** 3.45% of the service fees are adjusted by 100% of the *average* monthly percent change in the following fuel indices:
 - 1. DOE Diesel
 - 2. DOE CNG
 - 3. EIA LNG

The adjustment for each fuel index applies only to the percentage of collection vehicles that use that fuel. *For example, 20% of the fleet may use diesel and the remaining 80%, CNG.*

- C. **33.0% of Transfer Station Service Fee.** 33.0% of the service fees are adjusted by 100% of the *average* monthly percent change in the tipping fee County charges Collection Franchisee at the Transfer Station.

The service fees are also subject to adjustment pursuant to Attachment 8B, Section B of the Master Agreement for increased costs or reduced revenue due to events beyond Collection Franchisee's reasonable control.

¹ Weighting proposed.

ATTACHMENT 9 Records.

SECTION	RECORD
3A	Customer subscription orders, including address, date and level of service
3C	Non-collection notices, including time, location and reason for non-collection
Attachment 3a D	All customer correspondence
Attachment 4 4G	Solid waste facilities that handle recyclables, including processing facilities, MRFs): • Location; • Name, phone number and email address of contact.
Attachment 4A B5	Spills and clean up incidents.
Attachment 3A F	Vehicle List. • Vehicles used to provide collection services, including back-up vehicles. • Vehicles covered under liability policies, if the policies explicitly cover specific vehicles.
	Vehicle Inspections. Correspondence and inspections regulatory agencies' inspection of all mechanical equipment that Collection Franchisee uses to provide collection services, including vehicles.
	Records and reports of collected and diverted recyclables and green waste when program is available.

ATTACHMENT 10B1 Quarterly Reports.

In its Quarterly Report Collection Franchisee will include the following information together with information under Attachment 10B1 of the Master Franchise:

SECTION	REPORTING OBLIGATION
Attachment 3A F2	Repaired, cleaned, painted, replaced roll off boxes
3C	Notifications sent to customers for incidents of an overage or contamination.
3G	Records of complaints and calls: customer complaint log, including missed pickups, and a description of how each complaint was resolved
3A	Updated list of customers and their respective franchise service subscriptions, including the following: 1. Container type and capacity; service frequency; and 2. Identification of single family or multi-family residential, or commercial customers.
4D	Mandatory Commercial Recycling Subscription Changes. Update reports to reflect expired, new or changed subscriptions of customers that must comply with Mandatory Commercial Recycling. Non-Subscribers. Collection Franchisee will update reports on non-subscribers that appear to generate sufficient waste tonnage to become subject to Mandatory Commercial Recycling (annually).

ATTACHMENT 13B Defaults

EVENT OF DEFAULT		TERMINATION DATE (# days following City Notice to Contract of default)
(2) Failure to collect for 3 or more days	<i>Unless</i> due to uncontrollable circumstances (as defined in the Master Franchise), Collection Franchisee completely fails to provide franchise services under this Collection Franchise	30 days

Attachment 15 City Service Unit

City Hall/Police	(817 FOURTH ST)
(1) 2yd trash 1x/wk	
Fire Dept	(810 FIFTH ST)
(1) 3yd trash 1x/wk	
Corp Yard	(431 E SOUTH ST)
20yd trash RO	
(1) 1yd trash 1x/wk	
Lely Park/Rec Center	(975 E SOUTH ST)
(1) 4yd trash 2x/wk	
(1) 3yd trash 2x/wk	
Vinsonhaler Park	(ROOSEVELT AVE/EAST ST)
4yd trash 2x/wk	
WWTP	(6917 CO RD 200)
(2) 1yd trash 1x/wk	
Lollipop Land	(ROOSEVELT AVE/EAST ST)
4yd trash 2x/wk	
Orland Library	(815 FOURTH ST)
(3) 96 gal trash 1x/wk	
(2) 64 gal rcy 1x/wk	

ATTACHMENT 14 - Orland City Code

Chapter 8.12 - GARBAGE COLLECTION AND DISPOSAL

8.12.010 - Definitions.

When used in this chapter the following words and terms shall have the following meanings:

"Contract agent" means and includes an agent or employee of the city, or any person, firm, corporation or association, or the agents or employees thereof with whom the city shall have duly contracted to collect, transport through the streets, alleys or public ways of the city, and dispose of refuse, garbage, wet garbage and rubbish produced within the limits of the city.

"Garbage" means and includes kitchen and table refuse, offal, swill and also every accumulation of animal and vegetable refuse, and other matter that attends the preparation, consumption, decay or dealing in or storage of meats, fish, fowl, birds, fruits or vegetables. It shall also include crockery, bottles, tin vessels, ashes, and all refuse, save and excepting as defined in this section as rubbish or wet garbage.

"Refuse" means and includes all matter and materials which are rejected by owners or producers thereof as offensive or useless, and which by their presence or accumulation may injuriously affect the health, comfort or safety of the community by increasing disease or hazard by fire.

"Rubbish" means and includes all combustible and noncombustible waste and refuse matter, excepting garbage, ordinarily accumulating in and about residences, flats, buildings, apartment houses, lodging houses, hotels, stores, shops, offices and other public buildings. Among other things, it shall include tree trimmings, cut in length not to exceed three feet, grass cuttings, dead plants and weeds, and leaves but shall not include brick, mortar, or other debris incident to the construction of buildings.

"Wet garbage" means all clean garbage, suitable for food for hogs, coming from restaurants, cafes, cafeterias, hospitals, hotels, boarding houses, clubs and all other like eating places in the city, and from butchershops and dealers in fresh vegetables, and shall consist of and include only kitchen and table refuse, offal and swill, and every accumulation of animal and vegetable scraps, refuse or waste, and other matter that attends the preparation or consumption, decay, or dealing in, or storage of meats, fish, fowl, birds, fruits or vegetables. Provided, however, that this definition is not intended to nor does it include the by-products of butchershops where such by-products have a commercial value and are not decomposed nor offensive, and where such by-products have not been rejected by the owners or producers thereof as offensive or useless.

8.12.020 - Depositing rubbish in public places prohibited.

It is unlawful for any person to throw or deposit, or cause to be thrown or deposited, any rubbish or refuse, as such terms are defined in this chapter (except brick, brickbats, cement, plaster, stones and gravel, and these only under a building permit), in or upon any vacant lot, or in any backyard, or in or upon any street, alley gutter, highway, park or other public place, in the city; or to deposit, or place or keep any rubbish or waste matter except in the manner prescribed in this chapter.

8.12.030 - Burying garbage.

It is unlawful for any person or persons to bury garbage at any place within the city at a point which is closer than two hundred fifty (250) feet to a residence.

8.12.040 - Accumulation of garbage unlawful—Receptacle standards.

It is unlawful for any owner of real property or tenant thereon to keep, accumulate or permit to be accumulated, any garbage upon any lot or parcel of land, or on any public or private lane, place, street, alley or drive unless the same shall be in a standard commercial container supplied by contracting garbage service or in plastic or galvanized metal receptacles provided with handles. Such receptacles shall have a capacity of not less than fifteen (15) nor more than thirty (30) gallons and such receptacles shall have close-fitting metal or plastic lids or covers which shall be kept closed at all times except when necessary to permit garbage to be taken therefrom or deposited therein.

8.12.050 - Placement of receptacles for collection.

All customers of contract agent using receptacles (not commercial containers) shall place those containers by the curbside in front of their residence or place of business, as the case shall be, for pickup by the city or contract agent at the dates and times designated by the city or contract agent. The containers shall not be kept or permitted to remain at curbside except on the date of a scheduled pickup and the night before such date.

8.12.060 - Unauthorized disposal or collection of garbage prohibited.

It is unlawful for any person other than the city, or such garbage collectors as may be designated by the city under contract therefor or license, or its or his agents or employees, to collect, dispose of, transport, carry or convey through the streets, alleys or public thoroughfares of the city, any garbage, wet garbage, refuse or rubbish or other matters offensive to the sight, or to collect or dispose of the same.

8.12.070 - Interference with collection and disposal of garbage prohibited.

It is unlawful for any person in any manner to interfere with the collection and disposal of refuse, garbage or rubbish by any person not authorized by license or contract to collect and dispose of same.

8.12.080 - Exemptions.

A. Refuse and Rubbish of Residents. Any resident of the city may dispose of, transport, carry or convey through the streets, alleys or public thoroughfares of the city refuse or rubbish property owned by or in the possession of such resident in a vehicle owned by or in the possession of such resident and to deposit such refuse and rubbish in a state of California licensed and approved landfill.

B. Wet Garbage from Business Houses, Hotels, Restaurants and Hospitals. Any business house, hotel, restaurant, hospital or other business establishment may contract or make independent arrangements with any person, other than a contract agent of the city, for the collection, transportation and disposal of wet garbage accumulated from the ordinary business operations of such business house, hotel, restaurant or hospital in which event, such business house, hotel, restaurant or hospital shall be exempt from the payment of the rates prescribed in this chapter as the same may be applicable to wet garbage, provided that the such business house, hotel, restaurant or hospital shall otherwise be subject to and shall comply with all other pertinent and applicable provisions of this chapter. Any person so contracting or arranging for the collection and disposal of wet garbage from any business house, hotel, restaurant or hospital may transport the same upon the streets, alleys or public thoroughfares of the city providing that such person otherwise complies with all of the provisions of Section 8.12.090.

8.12.090 - Standards for transportation of garbage.

A. Garbage and Rubbish Transportation. No garbage or rubbish shall be removed and carried on and along the streets and alleys of the city except that the same be carried, conveyed or hauled in conveyances so constructed as to be absolutely dustproof, and so arranged as not to permit dust or other matter to sift through or fall upon such streets and alleys. The contents of such conveyances must be further protected with appropriate covers so as to prevent the same from being blown on the streets, alleys and adjacent lands.

B. Wet Garbage Transportation. No wet garbage shall be removed or carried on or along any street or alley of the city except the same be transported in watertight containers with proper covers so that the garbage shall not be offensive and every such container shall be kept clean and the garbage shall be so loaded that none of it shall fall, drip or spill to or on the ground, sidewalk or pavement.

8.12.100 - Exclusive right of contract.

At such time as there is in force a contract entered into by the city with any person for the collection of garbage in the city, it is unlawful for any person, other than the persons in the employ of the contractor having such contract, to collect or transport any garbage within the city. Any person producing wet garbage as defined in this chapter shall place all such wet garbage in suitable containers apart from his dry garbage. It is unlawful for any such person to

sell or dispose of such wet garbage and all of it must be delivered to the city, its agents or contractors, for removal and disposal.

8.12.110 - Contract provisions.

A. For the collection and disposal of refuse, garbage, wet garbage and rubbish, a contract for a period not to exceed ten (10) years may be entered into by the city in accordance with and subject to the terms and conditions of this chapter.

B. Such contract shall provide that the contractor shall collect and dispose of the refuse, garbage, wet garbage and rubbish in the city in the manner in this chapter provided, and shall not charge any amounts in excess of the rates specified in this chapter. The contractor shall be required to furnish a cash or surety bond to the city in the sum of five thousand dollars (\$5,000.00), conditioned upon the faithful performance of the contract and the provisions of this chapter. Such contractor shall have the sole and exclusive right, except as in this chapter otherwise provided, to collect all refuse, garbage, wet garbage and rubbish in the city and transport the same through the streets and public ways of the city.

C. Such contract shall also require that the contractor procure for the period covered by the proposed contract, full compensation insurance with an "industrial carrier," as defined by and in accordance with the provisions of those certain statutes enacted by the legislature of the state of California, known as the "Workman's Compensation Act" approved May 26, 1913, and as subsequently amended.

D. Such contract shall also require that the contractor carry public liability insurance to the extent of fifty thousand dollars (\$50,000.00) for the death or injury of one person; one hundred thousand dollars (\$100,000.00) for the death or injury of more than one person, and property damage insurance to the extent of five thousand dollars (\$5,000.00) upon each of the trucks or other vehicles used by him in carrying out the work called for in the contract; such insurance to cover both the city and the refuse collector.

E. The city council by resolution shall have the power to provide for the inclusion in such contract of such terms as it deems necessary to protect the interests of the city.

F. The contractor shall not be obligated to make any collections from any person who has not paid the charges in the amounts and at the times specified by the city.

8.12.120 - Collection rates.

Any person from whom garbage, wet garbage, rubbish or refuse is collected under the provisions of this chapter, shall pay to the city, or to the contract agent, at such place and in such manner as may be designated by the city fees for collection services. Fees for collection services shall be established by resolution of the city council.

8.12.125 - Required collection service.

A. Use of the City's Franchise Collection/Hauler Service is Required.

1. The periodic collection of garbage, recyclable items and other solid waste materials from improved properties in the city benefits occupants of places and premises in the city, and promotes and protects the health, safety and welfare of all residents of the city. Therefore, collection services provided by the city's franchise collector/hauler are required for all owners of improved property within the city in or from which solid waste is created, accumulated or produced.

2. Solid waste must be regulated to the extent necessary to protect the health, safety, and welfare of the public, to conserve disposal capacity, to meet state laws and to ensure cost effective public service. To this end, the city council finds that to give practical effect to this policy, a universal collection ordinance to regulate the collection of waste, and a comprehensive system for the storage, collection, removal, transport, recovery of marketable and recyclable materials, and disposal of solid waste in the city is essential.

B. Applicability.

1. Solid waste collection service is required for garbage, recyclable items and other solid waste materials generated on all occupied properties within the city, as identified in this section.

2. No provision herein contained shall be construed to conflict with any provision of the Integrated Waste Management Act, the Medical Waste Management Act, or any other state or federal law. In the event such a conflict exists, or shall exist in the future, state or federal law shall be controlling. This section is not intended, nor shall it apply to transfer stations or other solid waste disposal facilities.

C. Subscription to Collection Service. The property owner of each occupied premises shall assume responsibility for subscribing to collection service within seven days of either written notification from the city or occupancy of the premises, whichever is sooner

D. Property Owner Responsible for Securing Collection Service. The owner of any improved property in or from which solid waste and recyclable materials is created, accumulated or produced is responsible for subscribing to the collection service to be rendered to such property by the city's franchised collection service. It is the property owner's responsibility, not the tenant's, to secure and maintain collection services.

E. Payments on Behalf of Owner Permitted. Nothing in this section is intended to prevent an arrangement, or the continuance of an existing arrangement, under which payments for collection service are made by a tenant or tenants, or any agent on behalf of the owner. However any such arrangement will not affect the owner's obligation to the city or to the franchise collector/hauler for payment for such service.

F. Initial Notification of Required Collection Service. Within 90 days of adoption of an ordinance by the city requiring curbside collection service, the city shall notify by mail all affected property owners of the ordinance and the requirement for such property owners to subscribe to the collection service. This mailing list will then be provided to the city's franchise collector/hauler to monitor service subscriptions. Upon completion of the notification process, the city's franchise collector/hauler will deliver the appropriate service bins/carts to each property. The city will also attempt to notify landlords and property managers.

G. Written Notice Required for Non-Use. The city's franchise collector/hauler shall give written notice to the city manager or designated representative of the address of any occupied premises within the city which is not subscribing to the collection and disposal service provided by the collection service franchised by the city.

H. Failure to Subscribe.

1. If the city manager has reason to believe that any property owner required to subscribe for service has failed to subscribe or failed to maintain a subscription for service, the city manager may cause written notice to be mailed to the owner of the real property so affected directing the owner to subscribe for such service within ten days after the date of the notice.

2. Any such notice shall state that if the person to whom it is directed fails within the ten-day period to subscribe for such collection service, or fails to appear and show sufficient cause why such person should not be required to subscribe, the city manager may authorize such service and the charges therefore will be assessed against the real property upon which the premises served are located.

3. After notice and a public hearing, confirmed unpaid delinquent accounts shall constitute a lien on the property. The lien shall continue until the amount of the charges and interest thereon at the legal rate, computed from the date of confirmation of the charge, is paid in full or until it is discharged of record.

4. Alternatively or in addition, the confirmed amount may be made a personal obligation of the property owner of record. Alternatively, or in addition, the confirmed amount may be specially assessed against the real property involved, and collected at the same time and in the same manner as ordinary real property taxes.

I. Exemptions.

1. Property owned by federal, state or local governments shall be exempt from the requirements of this section.

8.12.130 - Emergency removal.

Nothing in this chapter shall be deemed to prohibit the removal and hauling by an unlicensed person of materials considered by the health officer or police department to constitute a health menace of such nature as necessary to be ordered by either of such officers to be promptly removed.

8.12.140 - Enforcement.

A. The chief of police and the city health officer are specifically required to enforce the provisions of this chapter, including the right of entry on any or all properties for the purpose of determining whether or not the provisions of this chapter are being conformed with and it is unlawful for any person to deny or obstruct such entry.

B. Any owner or tenant of real property may be cited for a violation of this chapter.

