

AGREEMENT BETWEEN THE CITY OF RED BLUFF AND  
WASTE CONNECTIONS OF CALIFORNIA, INC., D/B/A  
GREENWASTE OF TEHAMA  
FOR RESIDENTIAL AND COMMERCIAL WASTE MANAGEMENT  
JULY 1, 2024

## TABLE OF CONTENTS

### SECTION 1. GRANT OF RIGHT AND PRIVILEGE TO ARRANGE FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS

- A. Binding Agreement
- B. Grant of Franchise; Exclusions
- C. Waiver of Rights
- D. Gardeners and Landscapers
- E. Sale or Gift of Recyclable Materials
- F. Annexation and Rezoning
- G. Other Services; Niche Recycling Services
- H. Recyclable Solid Waste Processing and Solid Waste Disposal Facility Destination
  - 1. Use of Tehama County-City of Red Bluff Landfill
  - 2. Flow Control - Reservation of Rights

### SECTION 2. TERM

- A. Commencement
- B. Extension of Term

### SECTION 3. DEFINITIONS

- A. "AB 32"
- B. "AB 341"
- C. "AB939" or "Act"
- D. "AB 1826"
- E. "Bins" or "Commercial Bins"
- F. "Bulky Goods"
- G. "Commercial Premises"
- H. "Commercial Solid Wastes"
- I. "Combustible Material"
- J. "Construction and Demolition Waste"
- K. "Electronic Waste" or "E-Waste"
- L. "Food Waste"
- M. "Good Faith Effort"
- N. "Gross Revenues"
- O. "Hazardous Waste"
- P. "Large Venue Special Event Collection Services"
- Q. "Multi-Family Containers"
- R. "Multi-Family Premises" or "Multi-Family Units"
- S. "Organic Waste"
- T. "Recyclable Material"
- U. "Recyclable Solid Waste"
- V. "Recycling Container"
- W. "Regional Agency"

- X. “Residential Premises” or “Single-Family Dwelling” or “Single Family Unit”
- Y. “Residential Solid Waste”
- Z. “SB 1383”
- AA. “Scavenging”
- BB. “Single Family Containers”
- CC. “Solid Waste”
- DD. “Universal Waste”
- EE. ”Yard Waste”
- FF. “Yard Waste Containers”

#### SECTION 4. COMPLIANCE WITH LAWS AND REGULATIONS

#### SECTION 5. TYPES AND FREQUENCY OF SERVICE

- A. Solid Waste Services
  - 1. Collection
  - 2. Bins
  - 3. Compliance
  - 4. Route Maps and Schedules
- B. Recycling Services
  - 1. Recyclable Solid Waste Collection
  - 2. Community Development Services
  - 3. Purchase of Recyclable Materials
  - 4. Scavenging – Discouragement
- C. Organic Waste Collection
  - 1. Residential Organic Waste Collection
  - 2. Commercial Organic Waste Collection
- D. Service on Public and Private Roads
  - 1. Service Requirements and Conditions
  - 2. Permission, Waiver, and Indemnification Agreement
- E. Hours of Collection; Holidays
- F. Customer Education Program
- G. Street Sweeping
- H. Household Hazardous Waste Program
- I. Disabled Program
- J. Bulky Good Pick-up
- K. Household Paint / Fluorescent Tubes/Bulbs Collection
- L. Community Clean-up Voucher
- M. Courtesy Collection Service for City Facilities
- N. Holiday Tree Collection
- O. Other Services
- P. Notice of Non-Collection or Contamination
- Q. Used Cooking Oil, Motor Oil, and Motor Oil Filter Collection
- R. Household Alkaline Batteries
- S. Additional Recycling Container or Yard Waste Container

#### SECTION 6. COLLECTION EQUIPMENT

- A. General
- B. Noise
- C. Overweight Tickets
- D. Graffiti
- E. Cleaning
- F. Hazardous Waste Warnings
- G. Solid Waste Collection Vehicle Diesel Retrofit Costs
- H. Replacement/Cleaning of Containers

SECTION 7. PRIVACY

- A. General
- B. Mailing Lists
- C. Privacy Rights Cumulative

SECTION 8. HAZARDOUS WASTE NOTIFICATIONS

- A. Hazardous Waste Inspection and Reporting
- B. Hazardous Waste Diversion Records

SECTION 9. CUSTOMER SERVICE

- A. Office Hours
- B. Emergency Telephone Number
- C. Service Complaints
- D. Website

SECTION 10. OWNERSHIP OF SOLID WASTE

SECTION 11. MARKETING OF RECYCLABLE SOLID WASTE

SECTION 12. RATES AND BILLING

- A. Rates
- B. Rate Adjustments
- C. Adjustments for Extraordinary Circumstances
- D. Resolution of Disputes Regarding Rate Adjustments
- E. Billing and Payment
- F. Delinquent Accounts
- G. Delinquent Fee
- H. Refunds
- I. Franchise Fee; Payment
- J. Mandatory Service
- K. Existing Delinquent Accounts

SECTION 13. GREENWASTE'S BOOKS AND RECORDS; AUDITS

SECTION 14. PROGRAM IMPLEMENTATION REQUIREMENTS AND DIVERSION GOALS

SECTION 15. AB 2176 COMPLIANCE

SECTION 16. REPORTS AND INFORMATION

- A. Monthly and Quarterly Reports
  - 1. Monthly Reports
  - 2. Quarterly Reports
- B. Annual Report
  - 1. General Information
  - 2. Prior Year's Activities
  - 3. Recommendations
  - 4. Equipment
  - 5. Additional Information
- C. Reporting Adverse Information
- D. Submission of Reports
- E. Failure to Report
- F. City's Review of *GreenWaste* Performance
- G. Costs
- H. City's Right to Request Information
- I. CERCLA Defense Records

SECTION 17. INDEMNITY, INSURANCE, LETTER OF CREDIT OR BOND

- A. Indemnification; General
- B. Hazardous Substances Indemnification
- C. Insurance
  - 1. Types and Amounts of Coverage
  - 2. Required Endorsements
  - 3. Delivery of Proof of Coverage
  - 4. Other Insurance Requirements
- D. Letter of Credit or Performance Bond

SECTION 18. REPRESENTATIONS AND WARRANTIES OF GREENWASTE

- A. Corporate Status
- B. Corporate Authorization
- C. Statements and Information

SECTION 19. EMERGENCY SERVICE

- A. Failure to Collect
- B. Disaster Assistance

SECTION 20. ADMINISTRATIVE REMEDIES; TERMINATION

- A. Notice of Breach and Response
- B. Appeal to Referee
- C. Reservation of Rights by City
- D. Cumulative Rights
- E. Reservation of Rights by *GreenWaste*
- F. Additional Remedies

SECTION 21. MEDIATION; REFERRAL TO REFEREE; HEARING PROCEDURES

- A. Mediation
- B. Post Mediation
- C. Applicability
- D. Reference to Dispute
- E. Decision

SECTION 22. ADMINISTRATIVE CHARGES

- A. Intent
- B. Administrative Charges
- C. Administrative Charge Adjustment
- D. Notice of Intent to Assess Administrative Charges
- E. Procedures for Review of Administrative Charges
- F. Election of Remedies

SECTION 23. FRANCHISE TRANSFER; CITY CONSENT; FEES

SECTION 24. GENERAL PROVISIONS

- A. Force Majeure
- B. Independent Status
- C. Due Care
- D. Law to Govern; Jury Waiver
- E. Fees and Gratuities
- F. Amendments
- G. Notices
- H. Savings Clause and Entirety
- I. Joint Drafting
- J. Incorporation By Reference
- K. Entire Agreement
- L. Attorneys' Fees

EXHIBIT "A" – RATES AND RATE ADJUSTMENTS

EXHIBIT "B" – TRUCK LIST

EXHIBIT "C" – DISPOSAL PASSTHROUGH EXAMPLE

EXHIBIT "D" – GROSS REVENUE CALCULATION EXAMPLE

**AGREEMENT BETWEEN THE CITY OF RED BLUFF  
AND  
WASTE CONNECTIONS OF CALIFORNIA, INC.,  
FOR RESIDENTIAL AND COMMERCIAL WASTE MANAGEMENT**

This **AGREEMENT BETWEEN THE CITY OF RED BLUFF AND GREENWASTE OF TEHAMA FOR RESIDENTIAL AND COMMERCIAL WASTE MANAGEMENT** (“Agreement”) dated June 6, 2024, for reference purposes and effective July 1, 2024, by and between the **City of Red Bluff** (“City”) and **Waste Connections of California, Inc.**, a California corporation (“*GreenWaste*”), for the collection and transportation to a recycling and disposal facility of Solid Waste, including Yard Waste and Recyclable Solid Waste.

**RECITALS**

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, (the “Act” of “AB 939”) established a solid waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices; and

**WHEREAS**, the Public Resources Code, including § 40059, provides that aspects of solid waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

**WHEREAS**, City is obligated to protect the public health and safety of the residents of the City of Red Bluff and arrangements made by solid waste enterprises and recyclers for the collections of Solid Waste should be made in a manner consistent with the exercise of City’s police power for the protection of public health and safety; and

**WHEREAS**, City and *GreenWaste* are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901 *et seq.*, and the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA” or “Superfund”), 42 U.S.C. §§ 9601 *et seq.*; and

**WHEREAS**, City and *GreenWaste* desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a “generator” or an “arranger” as those terms are used in the context of CERCLA § 107(a)(3) and that it is *GreenWaste*, an entity independent of the City, and not City, which will arrange to collect from residential and commercial premises in the City of Red Bluff, collect and transport for the disposal of Solid Wastes (which may contain small amounts of household products with

one or more of the characteristics of Hazardous Wastes), collect and transport and compost Yard Waste, collect and recycle Recyclable Solid Wastes, and collect and transport for disposal Construction and Demolition Wastes in Bins in the City of Red Bluff; and

**WHEREAS**, City has not, and by this Agreement does not instruct *GreenWaste* on its collection methods, select the disposal facility destination, nor supervise the collection of Solid Waste, and nothing in this Agreement or other action of the City shall be construed to place title to such waste in City; and

**WHEREAS**, *GreenWaste* represents and warrants to City that it has the experience and qualifications to conduct recycling programs, to provide City with information sufficient to meet the City's reporting requirements under AB 939, AB 341, AB 1826 and SB 1383, to meet City's other requirements under AB 939, AB 341, AB 1826 and SB 1383, to arrange to collect and to collect, transport and dispose Solid Waste which may contain small amounts of consumer products with one or more of the characteristics of Hazardous Waste, in a safe manner which will minimize the adverse effects of collection vehicles on air quality and traffic and has the ability to indemnify the City against liability in accordance with this Agreement; and

**WHEREAS**, the City Council the City of Red Bluff determine and find, pursuant to California Public Resources Code § 40059(a)(1), that the public health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, the implementation of measures consistent with the Regional Agency's (of which the City is a member) Source Reduction and Recycling Element, and the protection of the City against CERCLA and other potential liability, require that *GreenWaste* be awarded an exclusive contract for collection, recycling, and disposal of Solid Waste from Commercial and Residential Premises in the City of Red Bluff.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1. GRANT OF RIGHT AND PRIVILEGE TO ARRANGE FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS.**

**A. Binding Agreement.** In consideration of the mutual promises contained herein, City and *GreenWaste* agree to be bound by and comply with all of the requirements of this Agreement.

**B. Grant of Franchise; Exclusions.** This Agreement grants to *GreenWaste* for the period specified in Section 2 of this Agreement, during which collection services are to be provided pursuant to this Agreement, the exclusive right and privilege to arrange for the collection and to collect, transport, process, recycle, compost, retain and dispose of all Solid Waste, as defined in this Agreement, produced, generated and/or accumulated within the City, except as otherwise provided below. Service to all Premises in the City is covered by this Agreement. The collection and disposal of Construction and Demolition Waste from Commercial Premises and Residential Premises, through the use of Bins, is within the scope of this Agreement. *GreenWaste* has the exclusive franchise for all Solid Waste and Construction and Demolition Waste ("Materials") that are collected using Bins and roll-off containers; provided, however, the following activities are excluded from *GreenWaste's* exclusive franchise:



(i) when Materials are collected by youth, civic and charitable organizations, without payment or compensation of any type by the generator, or (ii) when a third-party company which provides property clean-up and/or demolition as its primary function, offers waste removal using its own vehicles and trailers associated with such property clean-up and/or demolition services. Such Materials and the collection of such Materials by youth, civic and charitable organizations must be comprised of at least ninety-nine percent (99%) of Materials that are Recycled and not more than one percent (1%) of said Materials may be deposited in landfills for disposal. Materials hauled by the generator are excluded from this Agreement. Except as otherwise set forth herein, Generators may not lease, sub-contract, or in any way pay a third-party hauler any compensation for hauling or disposal services for said Materials. Collection of Solid Waste from Multi-Family Residences using Bins is within the scope of this Agreement. As provided below, specialized single source-separated “niche” recycling services (e.g., collection of used hot water heaters) may be excluded by City from the franchise awarded by this Agreement. Disposal of Yard Waste produced as a result of City’s landscape maintenance operations and contracts is not within the scope of this Agreement.

**C. Waiver of Rights.** *GreenWaste* waives any right it may have to challenge the terms of this Agreement under federal, state or local law, or administrative regulation, except as provided in the dispute resolution provisions described in Sections 20 and 21 of this Agreement. *GreenWaste* waives any right or claim to serve Premises in the City of Red Bluff as its boundaries exist as of the date of execution of this Agreement under any prior grant of franchise, contract, license or permit issued or granted by City relating to the waste stream covered by this Agreement and including whatever, if any, rights *GreenWaste* may have under the Public Resources Code or prior law. This Agreement supersedes all prior Franchises, contracts, licenses or permits.

**D. Gardeners and Landscapers.** This Agreement shall not prohibit gardeners and landscapers from self-collecting, transporting, composting, or disposing of Yard Waste which is incidental to their primary work as a landscaper or gardener. For the avoidance of doubt, this provision does not permit said gardeners or landscapers from hiring a third party to provide the collection, transportation, composting or disposal of said Yard Waste.

**E. Sale or Gift of Recyclable Materials.** This Agreement shall not prohibit any person from selling Recyclable Materials or giving Recyclable Materials away to persons or entities other than *GreenWaste*. However, in either instance: (1) the Recyclable Materials must be one hundred percent (100%) recyclable and segregated from and not mixed with Solid Waste; and (2) the seller/donor may not pay the buyer/donee any consideration for collecting, processing, or transporting such Recyclable Materials, or as a consulting fee for recycling services. A discount or reduction in price for collection, disposal and/or recycling services for any form of unsegregated or segregated Solid Waste is not a sale or donation of Recyclable Materials and such Solid Waste does not qualify for this exception.

**F. Annexation and Rezoning.** Territory annexed to the City, which is zoned or rezoned, and which is not within the service area of another solid waste enterprise which qualifies under Public Resources Code § 49521 to continue to provide Solid Waste services, shall be added to the franchise area covered by this Agreement. City and *GreenWaste* agree that this Agreement shall supersede any previous franchise agreement, permit or license granted by

another public entity to *GreenWaste* with respect to the collection of Solid Waste within any area annexed to the City. As new subdivisions are developed in the areas of the City, City agrees to provide *GreenWaste* a copy of the proposed building plan prior to construction, to ensure proper accessibility.

**G. Other Services; Niche Recycling Services.** City reserves the right to enter into agreements with other entities for other solid waste and recycling services not provided for in this Agreement, including but limited to disposal of Yard Waste produced by City's landscape maintenance operations and "niche" recycling services which *GreenWaste* fails to provide. In the event another solid waste enterprise proposes to provide a single commodity "niche" recycling service (e.g., collection of disused water heaters) within the service area, *GreenWaste* shall have the exclusive right to provide the "niche" recycling service at the same price or at a price lower than the price proposed by the solid waste enterprise. Such other solid waste enterprise may not commingle any materials in providing said "niche" recycling services.

**H. Recyclable Solid Waste Processing and Solid Waste Disposal Facility Destination.**

1. Use of Tehama County/City of Red Bluff Landfill and Materials Recovery Facility. Notwithstanding any provision in this Agreement to the contrary, *GreenWaste* agrees that all solid waste, including recyclable solid waste, collected by *GreenWaste* under the provisions and authority of said Agreement shall be transported to and processed at or disposed of at the Tehama County/Red Bluff Landfill and Materials Recovery Facility, which processing and disposal shall be consistent with the terms of the Agreement by and among the Tehama County/Red Bluff Landfill Management Agency, renamed the Tehama County Solid Waste Management Agency effective July 1, 2015 ("JPA"), Waste Connections of California, Inc., a California corporation, Madera Disposal Systems, Inc., an affiliate of *GreenWaste*, and Waste Connections US, Inc., a Delaware corporation, dated July 22, 2013. This mutually agreed upon designation of the Tehama County/Red Bluff Landfill and Materials Recovery Facility as the recyclable solid waste processing facility and disposal site for Solid Waste shall not impair or otherwise affect *GreenWaste's* obligations to protect, defend, indemnify, and otherwise hold the City harmless under this Agreement, including, without limitation, Section 17, and said obligations shall continue in all respects as if *GreenWaste* solely was responsible for the selection of the location for the disposal of Solid Waste.

2. Flow Control - Reservation of Rights. In the event that City or JPA directs *GreenWaste* to cease processing recyclable solid waste or cease disposing of Solid Waste at the Tehama County/Red Bluff Landfill and Materials Recovery Facility, City reserves whatever right, if any, it may have or receive from Congress to exercise "flow control" (i.e., the right to select disposal facilities to which the Solid Waste to be collected pursuant to this Agreement is to be taken). In the event City directs *GreenWaste* to transport Recyclable Solid Waste or Solid Waste to a particular processing, disposal or other facility, City and *GreenWaste* agree to use their best efforts to obtain indemnification against CERCLA, RCRA and related claims from the operator of the materials recovery facility, landfill or other destination to which Solid Waste, including Recyclable Solid Waste, collected pursuant to this Agreement is taken for disposal. In the event City requires *GreenWaste* to utilize a materials recovery facility, landfill or other disposal facility not owned or operated by *GreenWaste* or an affiliate of *GreenWaste*,

*GreenWaste* shall be relieved of its liability with respect to the matters addressed in Section 17 of this Agreement with respect to the Solid Waste delivered to a disposal facility designated by City. In addition, *GreenWaste* shall be relieved of its duties under Section 17 to the extent that *GreenWaste's* ability to meet the diversion goals is adversely affected by City's selection of a recovery or disposal facility. In the event that City selects a recovery, transfer or disposal facility, *GreenWaste* or City, as appropriate, shall be entitled to a rate adjustment to offset for any substantiated increase or decrease in expenses resulting from the City's exercise of flow control reflecting any increase or decrease in *GreenWaste's* per hour cost, which shall be adjusted in accordance with *GreenWaste's* current driver cost per hour and truck variable cost per hour. As of December 29, 2023, *GreenWaste's* annualized driver cost per hour and truck variable cost per hour is as follows:

<b>Driver Cost per Hour</b>	
9,015	Total Driver Hours
\$ 521,924	Total Labor Exp
<b>\$ 57.90</b>	<b>Driver Cost per Hour</b>

<b>Truck Variable Cost per Hour</b>	
9,015	Total Driver Hours
\$ 491,822	Total TV Exp
<b>\$ 54.56</b>	<b>Truck Variable Cost per Hour</b>

*GreenWaste* shall provide City with updated annualized figures on an annual basis to be included within its Annual Report.

**SECTION 2. TERM**

**A. Commencement.** The term of this agreement shall commence on July 1, 2024, and shall end at midnight on June 30, 2034, unless extended as provided in Section 2.B.

**B. Extension of Term.** City and *GreenWaste* may mutually agree to extend the Term of this Agreement for a maximum of two (2) consecutive periods of five (5) years each, on the same terms and condition herein. If *GreenWaste* wishes to extend the Term, it shall deliver a written notice to City at least twelve (12) months before the expiration of the then existing Term, specifying *GreenWaste's* desire to extend the Term. If City wishes to extend the Term on the same terms and conditions, it shall deliver a written notice stating that it agrees to extend the Term. This notice shall be delivered within ninety (90) days after receiving the notice from *GreenWaste* of its desire to extend the Term of the Agreement. The City and *GreenWaste* may mutually agree to extend the Term of this Agreement for a maximum of two (2) periods of five (5) years each, provided that *GreenWaste's* eligibility for said term extension will be determined by whether or not *GreenWaste* has met or exceeded the diversion goals in Section 14(B) or the City has determined that *GreenWaste* has made a Good Faith Effort in its attempt to achieve the diversion goals, as determined in Section 14(C) , on the same terms and condition herein. If the City wishes to extend the Term, it shall deliver a written notice to *GreenWaste* at least twelve (12) months before the expiration of the then existing Term, specifying the City's desire to extend the Term. If *GreenWaste* does not wish to extend the Term on the same terms and

conditions, it shall deliver a written notice stating that it declines to extend the Term. This notice shall be delivered within thirty (30) days after receiving the notice from the City. If City does not deliver a written notice approving the extension of the Term, it will be deemed to have rejected the extension, and the Term will be not be extended and this Agreement will terminate at the end of the then existing term.

### **SECTION 3. DEFINITIONS.**

Whenever any term used in this Agreement has been defined by the City Code or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the City Code or Public Resources Code shall apply unless the term is otherwise defined in this Agreement.

**A. “AB 32”** means the California Global Warming Solutions Act of 2006, California Health & Safety Code section 38500, et seq., as it may be amended from time to time.

**B. “AB 341”** means the Mandatory Commercial Recycling Law approved by the Office of Administrative Law in May 2012, Title 14, California Code of Regulations, Chapter 9.1, commencing with section 18835. Includes SB 1018 signed by the Governor in June 2012.

**C. “AB 939” or “Act”** means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code §§ 40000 *et seq.*, as it may be amended from time to time and as implemented by the regulations of the California Integrated Waste Management City Council, or its successor.

**D. “AB 1826”** means the Organic Waste Recycling Act of 2014 providing that businesses must recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also requires that on and after January 1, 2016, local jurisdictions across the state implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units. This law phases in the mandatory recycling of commercial organics over time, while also offering an exemption process for rural counties.

**E. “Bins” or “Commercial Bins”** means those containers provided by *GreenWaste* for temporary accumulation and collection of Commercial Solid Waste from Commercial Premises. Bins include solid waste containers with minimum capacities of 32, 64 and 95 gallons, one (1), two (2), three (3), four (4) or six (6) cubic yards, or larger, compactor bins, compactor boxes and roll-off boxes.

**F. “Bulky Goods”** means large and small household appliances, furniture, carpets, mattresses, white goods, oversized yard waste such as tree trunks and branches if no larger than two feet (2’) in diameter and four feet (4’) in length, and similar large items discarded by residential service recipients, except that Yard Waste may not be bundled and placed for collection as Bulky Goods. Bulky Goods also includes auto tires (up to 16” in diameter with or without a rim) and Freon containing items to be collected and disposed of at an additional charge to the normal Bulky Goods rate.

**G. “Commercial Premises”** means all premises in the City other than those Residential Premises at which bags, cans, carts, or Bins are used for the temporary accumulation of Solid Waste. The term “Commercial Premises” includes, but is not limited to, federal, state, City and local governmental facilities, including, but not limited, to schools, school district offices, special districts and water districts, to the extent authorized by law, stores, offices, restaurants, rooming houses, hotels, motels, manufacturing, processing or assembly shops or plants, hospitals, clinics; convalescent centers and nursing homes (non-medical waste only); and Multi-Family Units or Multi-Family Premises.

**H. “Commercial Solid Wastes”** means all types of solid waste, including Yard Waste and Recyclable Solid Waste, but not Hazardous Waste or medical waste, generated or accumulated at Commercial Premises or Multi-Family Premises. “Commercial Solid Wastes” does not include Residential Solid Waste from Single Family Units. “Commercial Solid Waste” includes Solid Waste generated or accumulated at hotels, motels, nursing homes or convalescent centers, barracks, dormitories, campgrounds, and other similar places or institutions, and any other waste stream which is collected through the use of Bins, except as otherwise provided in this Agreement.

**I. “Compostable Material”** means plant material (leaves, grass clippings, branches, brush, flowers, pine needles, pinecones, wood waste, etc.), debris commonly thrown away in the course of maintaining yards and gardens, and biodegradable waste otherwise approved for the Yard Waste program by *GreenWaste* and the City. It may also include pre-or post-consumer Food Waste, food soiled paper, and other items as reasonably requested by the City or as defined as organic waste in AB 1826 or SB 1383, whichever is broader, if *GreenWaste* begins a Food Waste Collection program within the City, but only to the extent *GreenWaste* is able to process or find a third-party to process such additional organic waste at mutually agreed upon terms and conditions, and at a cost as determined in Section 14.E.

**J. “Construction and Demolition Waste”** means discarded building materials, recyclable construction and demolition materials, wood, packaging, plaster, rock or brick, drywall, cement and rubble resulting from construction, remodeling, repair and demolition operations. Construction and Demolition Waste includes components of the building or structure that is the subject of the construction work including, but not limited to: untreated lumber and untreated wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilating, and air conditioning systems and their components, lighting fixtures, equipment, tools and building material consumed or partially consumed in the course of the construction work including material generated at construction trailers, such as blueprints, plans, and other similar wastes including cardboard. Construction refers to Standard Industrial Classification (SIC) Code sections 1500 through 1794, 1796, and 1799. Demolition refers to Standard Industrial Classification Code Section 1795 (Reference: Title 14, California Code of Regulations, section 18720(a)(14). “Construction and Demolition Waste” does not include asbestos-containing materials or asbestos waste. Construction and Demolition Waste is within the scope of this Agreement if hauled using Bins.

**K. “Electronic Waste” or “E-Waste”** means discarded electronic equipment such as stereos, radios, speakers, televisions, computers, monitors, VCRs, printers, copiers, facsimile

machines, DVD players, microwaves, telephones, and similar items (including cathode ray tubes (CRTs) and other Universal Waste which may require special handling). The Department of Toxic Substances Control (DTSC) has adopted regulations designating E-Wastes as Universal Wastes (Reference: Title 22, California Code of Regulations, Chapter 23).

**L. “Food Waste”** means all animal and vegetable Solid Wastes generated by food facilities, as defined in California Health & Safety Code section 27521, or from residences, that result from the storage, preparation, cooking, or handling of food (Reference: Title 14, California Code of Regulations section 18720).

**M. “Good Faith Effort”** means reasonable and feasible efforts (taking in to consideration the cost, expense, and/or capital expenditure associated therewith and the agreed upon annual expense limitations within Section 5.F) by *GreenWaste* to implement the programs and activities identified in the Customer Education Program, which are intended to facilitate success in *GreenWaste*'s achievement of the Minimum Diversion Requirements, or alternative programs or activities that achieve the same or similar results.

**N. “Gross Revenues”** means any and all revenue or compensation in any form received by *GreenWaste* or subsidiaries, parent companies or other affiliates of *GreenWaste*, for the collection and transportation of Solid Waste, Recyclable Materials or other materials pursuant to this Agreement, net of non-collectible receivables for all services, in accordance with Generally Accepted Accounting Principles, including, but not limited to, monthly customer fees for collection of Solid Waste, without subtracting Franchise Fees or any other cost of doing business, but excluding revenues from the sale of Recyclable Materials and Recyclable Solid Waste. See EXHIBIT “D” for the calculation example.

**O. “Hazardous Waste”** means any substance, waste or mixture of wastes defined as a “Hazardous Substance” or “Hazardous Waste” pursuant to the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 *et seq.*, and all future amendments to either of them, or as defined by the California Integrated Waste Management City Council or California Department of Toxic Substances Control, and any consumer products with any of the characteristics of a Hazardous Substance. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term “Hazardous Waste” shall be construed to have the broader, more encompassing definition.

**P. “Large Venue Special Event Collection Services”** means the collection of Solid Waste, Recyclable Materials, and other materials as appropriate at Large Venue Special Events as specified by the City. For the purposes hereof, “Large Venue Special Events” shall mean an event with more than 500 attendees on a daily basis that charges an admission price or is operated by a local agency.

**Q. “Multi-Family Containers”** means Bins provided by *GreenWaste* and intended to be utilized for the temporary accumulation and collection of Solid Waste from Multi-Family Units where cans or carts are not used.

**R. “Multi-Family Premises” or “Multi-Family Units”** means each individual living unit within a multi-family complex composed of five (5) or more individual residential units, which receive communal Solid Waste and/or Recyclable Materials and/or Yard Waste services.

**S. “Organic Waste”** includes food scraps all solid, semi-solid, and liquid food such as fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice and pasta. Food-soiled paper such as napkins, paper towels, paper cups, paper fast food wrappers, take-out boxes, cardboard egg cartons and food-soiled pizza boxes. Yard trimmings such as grass clippings, leaves, flowers, hedge clippings and weeds. Non-hazardous wood waste such as tree branches, tree trunks and untreated lumber.

**T. “Recyclable Material”** means a commodity with value, which may be sold or given away. In either instance: (1) the Recyclable Materials must be segregated from and not mixed with other Solid Waste; and (2) the seller/donor may not pay the buyer/donee any consideration for collecting, processing or transporting such Recyclable Materials, or as a consulting fee for recycling services. A discount or reduction in price for collection, disposal and/or recycling services for any form of unsegregated or segregated Solid Waste is not a sale or donation of Recyclable Materials and such Solid Waste does not qualify for this exception. A Recyclable Material which is discarded into the waste stream loses its character as a Recyclable Material and becomes Solid Waste subject to this Agreement.

**U. “Recyclable Solid Waste”** means recyclable items which have been source-separated by a Solid Waste service recipient before having been discarded into the Solid Waste stream. As of the date of execution of this Agreement, Recyclable Solid Waste includes, but is not limited to, the following:

1. Newspaper, including newspaper, coupons and inserts;
2. Glass jars and bottles;
3. Cans (aluminum, bi-metal and tin cans);
4. Mixed paper (brown bags, cereal boxes, colored paper, computer paper, construction paper, cracker boxes, envelopes, junk mail, legal pad backings, paper egg cartons, shoeboxes, and white paper);
5. Telephone Books;
6. Magazines and catalogs;
7. Corrugated cardboard;
8. Chipboard;
9. Aluminum foil and trays;
10. Aerosol cans (if empty);
11. Scrap metal;
12. Plastic containers (1-7) excluding expanded polystyrene;
13. Chlorofluorocarbons (contained in Bulky Goods set out for collection to be collected under Section 5.F.);
14. Tires (if set out for collection as Bulky Goods to be collected under Section 5.F.);
15. Used motor oil, if placed in one (1) gallon (or smaller) containers with sealable top;

16. Oil filters, if placed in a sealable plastic bag; and/or
17. Used cooking oil, if placed in one (1) gallon (or smaller) containers with sealable top.

The foregoing list may be modified as City and *GreenWaste* shall agree, in writing.

**V. “Recycling Container”** means a *GreenWaste*-provided (or approved) container used for the temporary accumulation and collection of Recyclable Solid Wastes for use at Commercial, Residential or Multifamily Dwelling Premises covered by this Agreement. Recycling Containers include containers with minimum capacities of 64 and 95 gallons, one (1), two (2), three (3), four (4) or six (6) cubic yards, or larger, compactor bins, compactor boxes and roll-off boxes. *GreenWaste* shall retain ownership of all Recycling Containers which it provides to service recipients.

**W. “Regional Agency”** means a legal partnership of two or more jurisdictions designed to meet the requirements of AB 939, AB 341, AB 1826 and SB 1383, to reduce the cost of reporting and tracking waste disposal and diversion, and to increase the diversion of solid waste from disposal facilities. For the purposes of this Agreement, the Regional Agency is the Tehama County Solid Waste Management Agency, or JPA. Member jurisdictions of the Regional Agency are the City and the cities of Corning, Red Bluff and Tehama.

**X. “Residential Premises” or “Single-Family Dwelling” or “Single Family Unit”** generally means a detached building, or each unit of multi-family dwelling, with separate kitchen and bathing facilities, in which the residents utilize one or more carts, trash cans or Bins, for the temporary accumulation and collection of Solid Waste.

**Y. “Residential Solid Waste”** means all types of solid waste, placed for collection by residential service recipients (i.e., solid waste generated or accumulated at Residential Premises).

**Z. “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.

**AA. “Scavenging”** means the unauthorized removal of Recyclable Solid Waste. Scavenging is prohibited by Public Resources Code § 41950.

**BB. “Single Family Containers”** means a minimum of thirty-two (32), sixty-four (64), or ninety-five (95) gallon *GreenWaste*-provided roll-out container with wheels for the temporary accumulation and collection of Solid Waste from Single Family Units. *GreenWaste* shall retain ownership of all Single Family Containers which it provides to service recipients.

**CC. “Solid Waste”** means all Commercial Solid Waste and Residential Solid Waste.



**DD. “Universal Waste”** means Hazardous Wastes that are widely produced by households and many different types of businesses. Universal Wastes include Electronic Waste such as televisions, computers and other electronic devices as well as batteries, fluorescent lamps, mercury thermostats, and other mercury containing equipment, among others. The Hazardous Waste regulations (Title 22, California Code of Regulations Section 66261.9) identify seven (7) categories of Hazardous Wastes that can be managed as Universal Wastes. Any unwanted item that falls within one of these waste streams can be handled, transported, and recycled following the simple requirements set forth in the Universal Waste regulations (UWR) (Title 22, California Code of Regulations, Chapter 23).

**EE. “Yard Waste”** means leaves, grass clippings, brush, branches, limbs and other forms of organic materials generated from landscapes or gardens. “Yard Waste” includes Holiday Trees but does not include stumps or branches exceeding four inches (4”) in diameter or four feet (4’) in length. The opening of a permitted Compost Facility at the Tehama County/Red Bluff Landfill may require redefinition of yard waste based on compostability, and City and *GreenWaste* agree to discuss exclusions and alternate disposal methods as necessary.

**FF. “Yard Waste Containers”** means a minimum ninety-five (95) gallon container with wheels provided by or designated by *GreenWaste* for the temporary accumulation of Yard Waste. When containers are loaded for pick-up, said containers shall not exceed the manufacturer’s recommended weight limit for both the container and the collection truck, and shall only include Yard Waste.

#### **SECTION 4. COMPLIANCE WITH LAWS AND REGULATIONS.**

*GreenWaste* warrants that it will comply with all applicable laws and implementing regulations, as they, from time to time, may be amended, specifically including, but not limited to, RCRA, CERCLA, AB 939 and all other applicable laws and regulations of the United States, the State of California, the City of Red Bluff, ordinances of the City, and the requirements of Local Enforcement Agencies and all other agencies with jurisdiction.

#### **SECTION 5. TYPES AND FREQUENCY OF SERVICE.**

**A. Solid Waste Services.** Solid Waste collection shall be provided as set forth below by *GreenWaste*.

1. Collection. In order to protect public health and safety, arrangements made by *GreenWaste* with its service recipients in the City of Red Bluff for the collection of Solid Waste shall provide for the curbside collection of all of such waste generated or accumulated at Commercial and Residential Premises at least once per week, or more frequently as *GreenWaste* and its customers may agree, and more often as necessary to prevent overflows and spillage from Bins, Multi-Family Containers and Single Family Containers.

2. Bins.

a. Residential Premises. *GreenWaste* shall provide one (1) or more Single Family Containers to service recipients (on Residential Premises upon commencement of service size and number to be selected to said service recipient) at no additional expense to City

or charge to service recipients. *GreenWaste* shall repair or replace any Single Family Container that is damaged, destroyed, or lost; provided that *GreenWaste* may charge a service recipient reasonable repair or replacement costs for damage or loss due to service recipient negligence or intentional damage. *GreenWaste* shall retain ownership of Single Family and Multi-Family Containers that it provides to service recipients on Residential Premises. Unless previously provided, *GreenWaste* shall provide one or more Single Family Containers or Multi-Family Containers to service recipients (size and number to be selected by such service recipients) on Residential Premises upon commencement of service at no additional expense to City or to service recipient. *GreenWaste* shall provide additional Single Family Containers or Multi-Family Containers to such service recipients upon request at the rates specified in EXHIBIT "A".

b. Commercial Premises. *GreenWaste* shall provide Commercial Bins to service recipients (on Commercial Premises upon commencement of service size and number to be selected to said service recipient) on Commercial Premises upon commencement of service at no additional expense to City or charge to service recipients. Such Bins shall be maintained by *GreenWaste* and appear free of graffiti and shall bear conspicuous notices stating, in substance, that disposal of Hazardous Waste in Bins is dangerous and prohibited. *GreenWaste* shall keep said Bins kept clean and well painted.

3. Compliance. Under no circumstances shall *GreenWaste* be required to pick up and collect any solid waste which does not comply with the following standards and limitations:

- a. All Solid Waste shall be placed in *GreenWaste* provided Bins, Multi-Family or Single Family Containers.
- b. Large heavy items not broken down, including without limitation, water heaters, couches, refrigerators, stoves, large pieces of furniture or household equipment will not be considered Solid Waste, but shall be considered "Bulky Goods" which may be collected by *GreenWaste* only under the provisions of Subsection F, below;
- c. Solid Waste observed to be contaminated with Hazardous Waste;
- d. *GreenWaste* is not required to collect any other material or matter which is not Solid Waste as defined in this Agreement; and
- e. Customer shall not overload any Bin, Multi-Family Container, or Single Family Container by weight, which shall not exceed the weights set forth in EXHIBIT "A", or by volume and *GreenWaste* may impose additional charges on any customer who utilizes one hundred percent (100%) of such container volume and deposits additional material for collection in such a way that the lid to the container cannot be closed and a gap of six inches or greater exists between the lip of the lid and the top of the container; provided, however, *GreenWaste* shall notify such customer with written physical or electronic notification indicating that "extra service" was required,

which may include notification to customer by *GreenWaste* through an itemized notation on the customer's bill. Single Family Containers shall also be tagged on site.

4. Route Maps and Schedules. *GreenWaste* agrees to provide digital or electronic route maps and schedules to City, and to consider City's suggestions, as City's air quality, traffic and street sweeping may be affected by routes and scheduling. *GreenWaste* acknowledges that minimization of adverse effects on air quality, traffic and street sweeping may be affected by routes and scheduling. Should *GreenWaste* change its collection schedule *GreenWaste* shall notify affected City and service recipients at least two (2) weeks in advance of the implementation of any schedule change.

**B. Recycling Services.**

1. Recyclable Solid Waste Collection

- a. Residential Recyclable Solid Waste Collection. *GreenWaste* shall provide one or more Recycling Containers, to be used exclusively for accumulation, separation, and collection of Recyclable Solid Waste to each Solid Waste service recipient in any area of City who requests one, at no additional charge to the recipient or City. *GreenWaste* shall collect Recyclable Materials from Recycling Containers from each Residential Premises from *GreenWaste* provided Recycling Containers once every two (2) weeks. At the customer's request, *GreenWaste* shall collect and transport all Recyclable Solid Waste placed in Recycling Containers. *GreenWaste* agrees to use reasonable efforts (taking into consideration the cost, expense, and/or capital expenditure associated therewith) to collect and deliver Recyclable Solid Waste consistent with the acceptance criteria at Tehama County/Red Bluff Landfill and Materials Recovery Facility in order to maximize the diversion of Solid Waste from landfilling.
- b. Commercial Recyclable Solid Waste Collection. *GreenWaste* shall provide one 95-gallon recycling container, to be used exclusively for accumulation, separation and collection of Recyclable Solid Waste to each Solid Waste service recipient in any area of the City, at no additional charge to the recipient or City. *GreenWaste* shall collect Recyclable Materials from Recycling Containers from each Commercial Premises and Multi-Family Dwelling from *GreenWaste* provided Recycling Containers once per week. At the customer's request, *GreenWaste* shall collect and transport all Recyclable Solid Waste placed in Recycling Containers. *GreenWaste* agrees to use reasonable efforts (taking into consideration the cost, expense, and/or capital expenditure associated therewith) to collect and deliver Recyclable Solid Waste consistent with the acceptance criteria at Tehama County/Red Bluff Landfill and Materials Recovery Facility in order to maximize the diversion of Solid Waste from landfilling.

Commercial and Muti-Family customers may request additional carts or bins up to 8 cubic yards for an additional fee under EXHIBIT “A”.

2. Community Development Services. *Green Waste*, upon City’s request, and at no charge to City or applicant, shall assist City’s Planning Department in reviewing an applicant’s plans for commercial, multifamily and residential projects to provide for effective and economical accumulation and collection of Recyclable Materials and Solid Waste, including Recyclable Solid Waste.

3. Purchase of Recyclable Materials. *GreenWaste* may offer services for the purchase of Recyclable Materials from its Commercial Solid Waste service recipients but will not have any exclusive rights to so.

4. Scavenging – Discouragement. *GreenWaste* will take whatever actions, if any, which may be appropriate (e.g., actions seeking to enjoin organized scavengers) to discourage scavenging of Recyclable Solid Waste from the Solid Waste Stream.

**C. Organic Waste Collection.**

a. Residential Organic Waste Collection. As of the effective date of this Agreement, *GreenWaste* collects Yard Waste from Residential Units from only the Yard Waste Containers *GreenWaste* provides, as requested by the customer and placed for collection by the customer, not less than once every two (2) weeks. The City may request *GreenWaste* to collect Organic Waste as an added service; at that time, *GreenWaste* shall provide a proposal with size of containers, frequency and a new rate structure to include Organic Waste removal.

b. Commercial Organic Waste Collection. As of the effective date of the Agreement, there is no Commercial Organic Waste collection nor Yard Waste collection. The City may request *GreenWaste* to collect Organic Waste as an added service; at that time, *GreenWaste* shall provide a proposal with size of containers, frequency, and a new rate structure to include Organic Waste removal.

**D. Service on Public and Private Roads.**

1. Service Requirements and Conditions. *GreenWaste* shall be required to provide collection services to all customers on public roads. *GreenWaste* shall further provide service to customers on all non-City maintained private roads, provided that said roads are kept in a safe and good traveling condition. At the request of *GreenWaste*, City shall review and make a determination (which shall not be unreasonably withheld, conditioned, or delayed) as to whether a road is temporarily or permanently unsafe (due to climatic conditions or any other cause) or in such a state of disrepair that the road will either be hazardous or potentially cause injury to *GreenWaste’s* vehicles, in which event *GreenWaste* shall not be required to provide service to customers on said road. In such event, *GreenWaste* and the affected customers may agree upon an alternate collection point that is not unsafe. A group area is a single location

where several Solid Waste and/or Recyclable Materials containers are placed for collection by multiple residential generators. *GreenWaste* shall not provide collection services to group areas on publicly maintained roads, except as expressly authorized in advance and in writing by City, and City will not unreasonably withhold approval. In the event that a suitable alternate collection point is not agreed to, then the collection point will be at the intersection of the nearest publically maintained road.

2. Permission, Waiver, and Indemnification Agreement. In addition to the foregoing, *GreenWaste* may request that customers on non-City maintained private roads sign a Permission, Waiver, and Indemnification Agreement prior to receiving service from *GreenWaste*, and *GreenWaste* may refuse to provide service to any such customers that fail to sign such Permission, Waiver, and Indemnification Agreement, but *GreenWaste* shall provide service to those customers that do sign such a Permission, Waiver, and Indemnification Agreement.

**E. Hours of Collection; Holidays.** *GreenWaste* agrees that, in order to protect the peace and quiet of residents of the City of Red Bluff, *GreenWaste* will provide that collections which are audible in single family residential areas shall not start before 5:00 a.m. or continue after 6:00 p.m. Monday through Friday, nor before 6 a.m. nor after 6 p.m. for collections on Saturdays. Collections on Multi-Family residential routes shall not start before 5 a.m. or continue after 6 p.m. Monday through Friday, nor before 6 a.m. nor after 6 p.m. for collections on Saturdays. Commercial collections, which are not audible in residential areas, shall not start before 5 a.m. nor continue after 9 p.m. on any day. *GreenWaste* has informed City that if the regularly scheduled day of collection on any route in the City of Red Bluff falls on a day on which a legal holiday is observed by the Tehama County/Red Bluff Landfill, or other solid waste disposal facility, transformation or materials recovery facility destination of the Solid Waste to be collected by *GreenWaste*, as provided in Section 1.H above (presently New Year's Day, Thanksgiving Day, Christmas Day, and Easter), *GreenWaste* shall not provide collection service for such route on the day the holiday is observed, but on the day following the day on which the holiday is observed. Regular collection days falling later in the same week shall be delayed one day, except that route scheduled to be collected on a Friday or Saturday following the observation of a holiday shall be collected on Saturday. Regular collection schedules shall be resumed the following week. Additionally, the same method of delayed collection would occur if the Tehama County/Red Bluff Landfill closed for weather related reasons. *GreenWaste* and City may mutually agree to change the hours of collection, days of collection, or other observed holidays.

**F. Customer Education Program.** *GreenWaste* will develop and implement (at no additional cost to City or service recipients, up to \$10,000.00 annually subject to an annual adjustment as described in Section 12.B) an Education Program for the Solid Waste program, which shall be submitted annually to the City by October 15<sup>th</sup> for the following calendar year for review, comment and approval, and shall include but not be limited to information with respect to AB 939 diversion goals, AB 341 covered generator compliance, Bulky Goods pick-ups, backyard composting, Yard Waste programs and the importance of the safe disposal of Household Hazardous Waste. Such outreach program shall also include notifying all covered AB 341, AB 1826 and SB 1383 generators, as required by related regulations, of the requirements of the applicable law. Outreach may included bulk mail newsletters, inserts, social

media outreach, etc.. *GreenWaste* agrees to work with staff of the Tehama County Solid Waste Management Agency. The City shall have the right to include billing insert customer outreach information, with reasonable approval of content by *GreenWaste*. City will reimburse *GreenWaste* for any additional costs related to billing inserts. Additionally, *GreenWaste* shall also dedicate an amount equal to thirty percent (30%) of the Sustainability Coordinator's annual salary to be used for City education purposes, which shall not be a part of the annual education amount listed above.

*GreenWaste* may provide and distribute information in the form of flyers, cards, stickers, or otherwise as *GreenWaste* determines to be most effective. Additionally, Spanish versions of customer outreach material will be made available. *GreenWaste* may also utilize other promotional activities to achieve the goals of this Agreement, including participation in school assemblies and demonstrations, Chamber of Commerce and other local activities, parades and other civic events.

**G. Street Sweeping.** *GreenWaste* shall provide monthly street sweeping services in all areas within the incorporated limits of City. *GreenWaste* will conduct a public outreach program within City to notify residents and businesses on the day street sweeping will occur. Additional streets that are installed into City will be swept at no additional cost to City. *GreenWaste* will provide the City electronic route maps depicting the areas and days of the week that will be serviced. City and *GreenWaste* will work together to reach an agreed-upon sweeping schedule.

**H. Household Hazardous Waste Program.** *GreenWaste* will help implement the Regional Agency's Household Hazardous Waste Element, including necessary support for any Household Hazardous Waste Programs relevant to the City of Red Bluff on the Regional Agency's behalf. Such support shall be limited to public outreach unless otherwise requested by the Regional Agency and agreed to by *GreenWaste* and City.

**I. Disabled Program.** *GreenWaste* will collect Solid Waste and Recycling Containers from the premises of qualified disabled service recipients at no additional charge. Qualified disabled service recipients shall be mutually determined by City and *GreenWaste*.

**J. Bulky Goods Pick-Up.** *GreenWaste* shall provide Bulky Goods pick-up for all Residential Premises on an "on-call" basis, by appointment set between the Residential Premises and *GreenWaste* as set forth in this Section. Bulky Goods need not be placed in special containers for collection.

1. *GreenWaste* will provide residential service recipients with the opportunity to request and use one (1) Bulky Goods pick up per calendar year on an on-call basis at no cost, provided that *GreenWaste* has received payment for service to date from such residential service recipient. Residential service recipients will be required to call *GreenWaste* to schedule pick-up. *GreenWaste* will schedule on next available on-call collection day, not to exceed thirty (30) days. Waste will be limited to normal household debris. The residential service recipient may set out the following:

- a. One (1) of the following bulky items: E-Waste, passenger or pickup truck tire on or off the rim (no equipment or commercial tires), furniture, mattress, box spring, washing machine, and clothes dryer (items containing Freon or mercury switches, such as a refrigerator, freezer, oven, or water heater will be charged a fee for evacuation equal to the current special handling fee at the Tehama County/Red Bluff Landfill and shall not include any weight fees); and
- b. Up to four (4) cubic yards of Solid Waste provided such Solid Waste is placed in bags.

2. *GreenWaste* shall pick up additional Bulky Goods, by appointment left for collection at curbside by the Residential Premises for an additional per item charge according to EXHIBIT "A".

As part of the Bulky Goods service, any single garbage bag must not exceed fifty (50) pounds and must be manageable by one person, and household debris must be contained in 40-gallon or smaller garbage bags. Dirt, rocks, and concrete, Household Hazardous Waste, or Hazardous Materials will not be collected. Bulky Goods pick-ups that are not used by the residential service recipient during the calendar year will not be accumulated, and therefore, will be lost if not used during the calendar year. *GreenWaste* will notify residents of program availability through billing inserts or other public education.

**K. Household Paint / Fluorescent Tubes / Bulbs Collection.** *GreenWaste* will provide one curbside pick-up voucher for Latex Paint, Fluorescent Tubes/Bulbs, or Electronic Waste / E-Waste on an annual basis per customer at no additional charge provided that *GreenWaste* has received payment for service to date. Customers will be limited to a maximum of four (4) fluorescent tubes 4-feet or less in length, or ten (10) compact fluorescent bulbs, or five (5) gallons or less of latex paint.

**L. Community Clean-Up Voucher.** *GreenWaste* shall provide, in addition to regularly scheduled service, one (1) clean-up voucher each calendar year to the City, pursuant to guidelines established by *GreenWaste* and approved by the City for the disposal of Solid Waste, Recyclable Materials or Yard waste by Residential Premises and Multi-Family Premises. *GreenWaste* shall provide each residential address within the City (including Multi-Family Units) whose accounts are in good standing with one (1) voucher to allow for said residents to dispose of Solid Waste, Recyclable Materials or Yard waste at the Landfill. Each resident desiring to dispose of Solid Waste at the Landfill during these events shall present the voucher as well as current proof of address showing residency within the City, in order to participate during the event. Each Residential Premises and Multi-Family Unit shall be limited to either 2.5 cubic yards of Solid Waste or one (1) Bulky Good item.

**M. Courtesy Collection Service for City Facilities.** *GreenWaste* agrees to provide service to City-operated facilities at no charge as a courtesy to City; provided, however, that service does not conflict with collection franchises granted to businesses other than *GreenWaste*.

Collection of Solid Waste and Recyclable Solid Waste at City facilities will include, at a minimum, the following:

Building/Department	Location	Size	Frequency
City Hall	555 Washington St	4cy & 1cy (gar), 3cy (rec)	Trash 2x/wk Rec 1x/wk
Community Center	1500 S Jackson St	2*4cy (gar), 64G rec	Trash 1x/wk Rec bi-monthly
WasteWater Treatment Plant	700 Messer Dr	3cy6*64g, 3*95g (gar)	1x/wk
Red Bluff Corp Yard	1055 Kimball Rd	2cy & 6cy (gar)	1x/wk
Red Bluff Corp Yard	1055 Kimball Rd	40cy (gar)	1x/mo
Dog Island Park	1360 Main St	6cy (gar) w/lock bar 4cy (gar) no bar	1x/wk
River Park	Main St	6cy (gar) w/ lock bar	1xwk
Diamond Park	Diamond Ave	6cy (gar) w/lock bar 4cy (gar) no bar	2x/wk
Red Bluff Hangar	1905 Airport Blvd	1cy (gar)	1x/wk

In the event any of these facilities shall be moved or otherwise change addresses, City shall provide written notice to Contractor alerting Contractor of the new facility address and the effective date of such address change.

Increases to courtesy collection locations or amount of service will be subject to negotiation by City and *GreenWaste*, with consideration given to the operational or financial impact to *GreenWaste* and the increases in other revenue generating service due to population and/or subscriber growth. Courtesy service does not include solid waste or recyclables generated from capital projects, construction and demolition projects, capital asset deletions, roadside litter and illegal dumping abatement, or other non-routine activities at City facilities.

In addition, *GreenWaste* will provide the City twenty (20) (total) 40 cubic yard debris boxes, including disposal, to be used at any time and location within the City for illegal dumping clean-ups; provided, however, the location must be accessible by a commercial truck, and scheduled with *GreenWaste* staff. Debris boxes that are not used by the City during the calendar year will not be accumulated, and therefore, will be lost if not used during the calendar year.

**N. Holiday Tree Collection.** *GreenWaste* agrees to collect bare Christmas trees at no additional charge to the residential service recipients during the first (1<sup>st</sup>) two (2) full collection weeks of every January. Christmas trees with flocking and trees collected after the first (1<sup>st</sup>) two (2) full collection weeks in January shall be subject to collection in accordance with SECTIONS 5.E and 5.H.*GreenWaste*.

**O. Other Services.**



1. Leaf Collection. *GreenWaste* will provide leaf collection services during one (1) six (6)-week period per year to residential service recipients of City, at no additional cost; provided that *GreenWaste* has received payment for service to date from such residential service recipients. Each residential service recipient will be required to containerize his or her leaves in their Contractor provided 95-gallon yardwaste container(s). The leaves will be collected during a six (6)-week period only; from Mid-November through December, unless a different time period is mutually agreed upon the City and *GreenWaste*. *GreenWaste* will notify residents of program details through billing inserts or other public education.

2. Main Street, Walnut Street and Washington Street Collection. *GreenWaste* will collect, at no cost to City, refuse from the forty-five (45), thirty-two (32)-gallon City-owned and maintained trash and/or recycling bins along Main Street, Walnut Street and Washington Street two times per week.

3. Special Events. *GreenWaste*, on occasion, provides free or discounted services for the following special occasions, but may not be limited to only these events: Chamber Events for Round-Up, Round-Up parade sweeping, Fourth of July at River Park, as well as periodic Hospice, Salvation Army and Hope Chest clean-ups.

**P. Notice of Non-Collection or Contamination.** Should *GreenWaste* be unable to collect the trash at any Commercial Premises or Residential Premises (for any reason, including, without limitation, failure to timely place a container as directed in this Agreement, *GreenWaste* reasonably believes such container contains Hazardous Waste, or *GreenWaste* is unable to access such container), *GreenWaste* shall leave a non-collection notice at the address, indicating the reason for non-collection. Additionally, when contamination is observed (or is reasonably believed to have occurred), the driver shall contact *GreenWaste* office personnel who will then contact the customer via phone or email and alert the customer of such contamination and provide the customer with the relevant information or education on contamination. This initial communication from *GreenWaste* shall be deemed the first "Notice of Contamination". Contractor will provide a second notification to a certain customer, however, should *GreenWaste* be unable to collect Recyclable Materials as a result of the presence of Solid Waste in a third instance, the *GreenWaste* customer will be charged a fee according to EXHIBIT "A" for all subsequent contamination issues, provided that *GreenWaste* has notified the customer that continued contamination will result in said fee. *GreenWaste* will only provide a customer with one Notice of Contamination for contaminated Yard Waste prior to assessing a contamination fee. Notwithstanding the foregoing, the process and procedures set forth in this section for non-collection and contamination may be changed; provided, however, that such change shall be agreed upon by both parties and memorialized in writing.

**Q. Used Cooking Oil, Motor Oil, and Motor Oil Filter Collection.** Collection of used cooking oil, motor oil and filters are included in this Agreement, for Residential Premises only. Used cooking oil and motor oil will be required to be placed in sealable containers of one (1) gallon or less, clearly labeled as containing cooking oil or motor oil, to be eligible for pick-up. Oil filters will be required to be in sealable plastic bags to be eligible for pick-up. *GreenWaste* will not be required to pick up more than five (5) one (1) gallon containers of motor oil, or more than five (5) oil filters at any single household at any one time. Brake fluid, transmission fluid, hydraulic fluid, gasoline, diesel and any other petroleum-based liquid or

mixtures of different liquids is not covered by this agreement. City and *GreenWaste* acknowledge that costs associated with recycling used motor oil and filters will be the responsibility of the Tehama County/Red Bluff Landfill, or any other solid waste facility accepting these materials.

**R. Household Alkaline Batteries.** Alkaline batteries are included in this Agreement for Residential Premises only. Batteries must be placed in a sealable plastic bag and weigh no more than two (2) pounds in total. Bags are then placed into the Recycling Container for removal. City and *GreenWaste* understand that further costs associated with disposal and/or recycling will be the responsibility of the Tehama County/Red Bluff Landfill, or any other solid waste facility accepting these materials.

## **SECTION 6. COLLECTION EQUIPMENT.**

**A. General.** *GreenWaste* warrants that it shall provide, on a continuing basis, an adequate number of vehicles and equipment, as described in its proposal, for the collection, disposal and transportation services for which it is responsible under this Agreement. All vehicles that are not covered-body trucks shall be tarped, restrained, or otherwise appropriately covered, so as to prevent the scattering or blowing of material from the vehicle. All packer trucks must not exceed an average age of ten (10) years, and bin and cart delivery, and roll-off trucks must not exceed an average age of ten (10) years, and no truck to exceed fifteen (15) years. A list of new equipment to be purchased and used exclusively in providing the services of this Agreement is included in EXHIBIT "B".

**B. Noise.** To protect peace and quiet in residential areas, the noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process shall not exceed a single event noise level of 73 decibels (dB) at a distance of twenty-five (25) feet from the collection vehicle measured at an elevation of five (5) feet above ground level. *GreenWaste* shall submit to City, upon City's request, a certificate of vehicle noise level testing of any collection vehicle which has been the subject of more than one (1) noise complaint in a twelve (12) month period. *GreenWaste* warrants that it will comply with all measures and procedures promulgated by all agencies with jurisdiction over the safe, sanitary operation of all its equipment.

**C. Overweight Tickets.** *GreenWaste* shall provide the City with copies of all tickets and fines imposed on *GreenWaste* for overweight vehicles.

**D. Graffiti.** *GreenWaste* shall maintain its equipment free of "tagging" and graffiti.

**E. Cleaning.** *GreenWaste* shall clean all equipment at a frequency of not less than two (2) times per month.

**F. Hazardous Waste Warnings.** *GreenWaste* shall post on all its Bins in the City with conspicuous warning notices to the effect that the disposal of Hazardous Waste in Bins is dangerous and is prohibited.

**G. Solid Waste Collection Vehicle Diesel Retrofit Costs.** City and *GreenWaste* understand that the California Air Resources Board has enacted regulations relating to reduction

in diesel emissions for solid waste collection vehicles, and *GreenWaste* represents to City that *GreenWaste* is in material compliance with regulations as of the effective date of this Agreement. *GreenWaste* waives any current and future claims for City or City service recipient reimbursement for expenses incurred as a result of regulatory compliance as of the effective date of this Agreement. Nothing in this Section shall prevent *GreenWaste* from requesting or negotiating or obtaining such as part of a separate franchise agreement between *GreenWaste* and any other public entity. If required by regulation, future diesel retrofit costs borne by *GreenWaste* will be subject to rate adjustments as permitted in Section 12.C below but shall not apply to retrofit costs accomplished through routine equipment replacement.

**H. Replacement/Cleaning of Containers.** Upon notification that Bins, Multi-Family Containers, Yard Waste Containers, Recycling Containers, or Single Family Containers are faulty, have worn out, need cleaning or have been stolen or damaged through no fault of customer, *GreenWaste* shall repair, clean, or replace such container no later than the next regularly scheduled collection day or within ten (10) business days for such customer.

## SECTION 7. PRIVACY.

**A. General.** *GreenWaste* shall observe and protect the rights of privacy of service recipients. Except as required for the City or JPA to fulfill its regulatory monitoring and reporting requirements under AB 939, AB 341, AB 1826, SB 1383 and any other legislation whether known at the time of the execution of this Agreement or not, information identifying individual service recipients, or the composition or contents of a service recipient's Solid Waste, shall not be revealed to any person, governmental unit, private agency or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the service recipient. This provision shall not be construed to preclude *GreenWaste* from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required to assist the City or JPA with their compliance with local, state or federal laws and regulations, or preparing and distributing public awareness materials to service recipients.

**B. Mailing Lists.** *GreenWaste* shall not market or distribute mailing lists with the names and addresses of service recipients.

**C. Privacy Rights Cumulative.** The rights accorded service recipients pursuant to this Section 8 shall be in addition to any other privacy rights accorded service recipients pursuant to federal or state law.

## SECTION 8. HAZARDOUS WASTE NOTIFICATIONS.

**A. Hazardous Waste Inspection and Reporting.** *GreenWaste* reserves the right and has the duty under law to inspect Solid Waste put out for collection and to reject Solid Waste observed to be contaminated with Hazardous Waste, and the right not to collect Hazardous Waste put out with Solid Waste. *GreenWaste* has no obligation to collect any material which is, or which *GreenWaste* reasonably believes to be Hazardous Waste. *GreenWaste* shall notify all agencies with jurisdiction, including the California Department of Toxic Substances Control, local emergency response providers and the National Response Center, if appropriate, of reportable quantities of Hazardous Waste found or observed in Solid Waste anywhere within the

City. In addition to other required notifications, if *GreenWaste* observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully disposed of or released on any City property, including storm drains, streets or other public rights of way, *GreenWaste* shall notify the City and Tehama County Department of Environmental Health.

**B. Hazardous Waste Diversion Records.** *GreenWaste* shall maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste and which was inadvertently collected from Solid Waste service recipients within the City but diverted from landfilling.

## **SECTION 9. CUSTOMER SERVICE.**

**A. Office Hours.** *GreenWaste* has represented and warrants to City that *GreenWaste's* arrangements with its Solid Waste service recipients in the City of Red Bluff will include *GreenWaste's* agreement to maintain an office accessible by a toll-free phone number and email address. *GreenWaste's* office hours are to be from 8:00 a.m. to 5:00 p.m. Monday through Friday except for days on which the following holidays are observed: Labor Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and the day prior to Thanksgiving Day where the office may have the option to close early once routes have completed. At *GreenWaste's* expense, its regular and emergency telephone numbers shall be listed in the City-area telephone directories. *GreenWaste* shall have at least one (1) employee capable of responding to Service Recipients in English and Spanish. During normal business hours, "on-hold" times shall not exceed three (3) minutes without having the option to leave a message.

**B. Emergency Telephone Number.** *GreenWaste* will maintain an Emergency Telephone Number for use outside normal business hours for the City or other authorized entities. *GreenWaste* shall have a representative, or an answering or call-forwarding service to contact such representative, available at the Emergency Telephone Number during all hours other than normal office hours.

**C. Service Complaints.** City and *GreenWaste* agree that the protection of public health, safety and wellbeing require that service complaints be acted on promptly and that a record be maintained in order to permit City and *GreenWaste* to identify potential public health and safety problems. Accordingly, all Solid Waste service recipients' complaints shall be directed to *GreenWaste*. During office hours, *GreenWaste* shall maintain a complaint log and a telephone answering system. *GreenWaste* shall record all complaints, including date, time, complainant name and address if the complainant is willing to give this information, and date and manner of resolution of complaint. Complaint calls shall be logged in a computerized daily service complaint log. In the case of a complaint for a missed collection, *GreenWaste* shall make the collection not later than 6 p.m. that day if it has been notified by 10:00 a.m., or on the first collection day after the complaint is received. If the customer was noted as "not out" by the driver, the timelines herein do not apply. Such customer will be serviced with an additional fee or collected at their next regularly scheduled collection day. Missed pick-ups will be logged on the complaint log and in the customer's account. All complaints shall be available to the City representatives upon request and reported to the City annually.

**D. Website.** *GreenWaste* shall maintain a website that will include information on the services offered, rates, acceptable materials, and other related topics. *GreenWaste* will utilize a search engine feature for all customers to identify service days, as well as help customers identify how to dispose or recycle a variety of items. The website will also provide information regarding *GreenWaste's* progress in achieving its diversion goals.

#### **SECTION 10. OWNERSHIP OF SOLID WASTE.**

Ownership and the right to possession of Solid Waste, including Yard Waste and Recyclable Solid Waste placed for collection, shall transfer directly from the service recipient to *GreenWaste* by operation of law and not by virtue of this Agreement, upon collection by *GreenWaste*. At no time shall the City obtain any right of ownership or possession of Solid Waste placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights. Title to and liability for Hazardous Waste shall at all times remain with the service recipient, whether inadvertently collected by *GreenWaste* or not.

#### **SECTION 11. MARKETING OF RECYCLABLE SOLID WASTE.**

*GreenWaste* agrees to not landfill dispose of Recyclable Solid Wastes collected pursuant to this Agreement, so long as the Tehama County/Red Bluff Landfill and Materials Recovery Facility accepts the Recyclable Material for processing and recycling.

#### **SECTION 12. RATES AND BILLING.**

**A. Rates.** The rates for the collection, transportation, recycling and disposal services contemplated hereunder are set forth in EXHIBIT "A" to this Agreement.

**B. Rate Adjustments.** The rate ceilings for Bins, Commercial Bins, Yard Waste Containers, Recycling Containers, and Residential Containers set forth in EXHIBIT "A" shall be subject to annual adjustment in an amount equal to the following formula of a maximum of one hundred percent (100%) of the February to February percentage change in the Consumer Price Index for All Urban Consumers, U.S. City Average – Garbage and Trash Collection (December 1983=100, series CWSR0000SEHG02), published by the Bureau of Labor Statistics of the U.S. Department of Labor. *GreenWaste* and the City agree that the annual adjustment will be not less than one percent (1%), nor greater than five percent (5%). Notwithstanding the foregoing, in the event the change in the rate increase for the preceding year is in excess of the five percent (5%), then the percentage increase in excess of the five percent (5%) shall be carried over to the next annual rate adjustment, subject to the five percent (5%) maximum annual increase. All CPI increases pursuant to this section shall be effective as of July 1<sup>st</sup> of each year. No less than thirty (30) days prior to July 1<sup>st</sup>, *GreenWaste* will submit a letter to the City Manager or his/her designee for him/her to review detailing computations used in determining the rate adjustments. In the event *GreenWaste* and the City Manager, or his/her designee, disagree with the computational methods, resolution of the rate ceiling adjustment dispute shall be in accordance with Section 12.C. hereof. For purposes of computation, February to February changes will be used for the Consumer Price Index.

Example:

	February, 2021	February, 2022	100% of change
December 1983=100, series CWSR0000SEHG02	515.661	537.014	4.14%

Rates will be increased by 4.14%.

In addition to the foregoing, *GreenWaste* shall be entitled, on July 1<sup>st</sup> of each year, to adjust the rates (increases and decreases) herein based upon changes in the disposal and/or processing rates incurred by *GreenWaste*. Additionally, when rates are adjusted at any other time during the calendar year, *GreenWaste* shall be entitled to adjust the rates (increases and decreases) at the time of the landfill increase. See EXHIBIT "C" for example of calculation.

**C. Adjustments for Extraordinary Circumstances.** In addition to the adjustment mechanisms set forth above, *GreenWaste* may request an adjustment to rates for services described in EXHIBIT "A", under the following extraordinary circumstances: (i) increases, or decreases, in actual costs reasonably incurred by *GreenWaste* as a result of changes in federal, state or local laws, ordinances, rules, regulations, or requirements, including new or increased diversion requirements (whether imposed/requested by the Federal government, the State of California, CalRecycle, the City, or any other regulator); and (ii) in the event that unforeseen circumstances arise which are caused by no fault of *GreenWaste* and are outside *GreenWaste's* control and materially affect Contractor's costs, revenues or ability to provide service under the Agreement. *GreenWaste's* application for an extraordinary rate adjustment shall include a statement of the amount of the requested rate adjustment, the basis therefor, and all financial and other records on which *GreenWaste* relies for its claim that *GreenWaste's* costs have increased. City staff shall promptly review *GreenWaste's* rate application and notify *GreenWaste* if its application is complete or whether City staff wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the City Council for their consideration. Rate adjustment requests resulting from extraordinary measures shall be submitted within ninety (90) days after the extraordinary measure. *GreenWaste* shall limit increased rate adjustments resulting from extraordinary circumstances to 8% annually. In the event *GreenWaste* has incurred increased costs due to extraordinary events above the 8% annual cap, then any unrecovered costs may be recovered by way of further increases in the following year(s) in each and every year, until such time that all costs are recovered by *GreenWaste*.

The City Council shall review and consider approval of adjustment requests under this section in its sole discretion (which may include granting a part, but not all, of a rate adjustment request); provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. The City Council shall review and consider such requests within a reasonable period of time after the complete submittal by Contractor of its application for an extraordinary rate adjustment and after the City has had a reasonable period of time to request, review and audit any applicable financial records of *GreenWaste* and/or its affiliates. Notwithstanding the foregoing, the City Council shall review and consider each request within sixty (60) days of receipt of Contractor's request. The City Council may grant *GreenWaste's*

requested rate adjustment or, based on the information presented, may increase or decrease *GreenWaste's* rates in amounts differing from *GreenWaste's* request. The adjusted rates, if approved by the City Council, shall go into effect July 1<sup>st</sup> of each year.

**D. Resolution of Disputes Regarding Rate Adjustments.** Disputes regarding any decision by City Manager, or his/her designee, on a rate ceiling adjustment request shall be decided by the City Council in their sole discretion within a reasonable period of time. The rates in effect at the time a rate ceiling adjustment dispute is submitted to the City Council shall remain in effect pending resolution of that dispute. The effective date of a rate ceiling determined through the dispute resolution procedures shall be July 1<sup>st</sup> of the year in question. Decisions of the City Council with respect to rate adjustments are final and conclusive and are not subject to appeal by *GreenWaste*. In the event City refuses to implement all or any part of a rate ceiling adjustment request, *GreenWaste's* sole remedy shall be to terminate this Agreement by providing written notice to the City within ten (10) days of receipt of City's notice of rejection of all or part of a rate adjustment request, such termination by *GreenWaste* to be effective upon the expiration of three (3) months following City's receipt of such notice.

**E. Billing and Payment.** Bills to service recipients shall be for all classifications of services showing the aggregate amount, unless otherwise agreed by *GreenWaste* and City. *GreenWaste* agrees to include all applicable fees imposed by action of the City Council, including, but not limited to fees for planning and compliance with AB 939 and Household Hazardous Waste program fees in its bills submitted to residents, and shall remit to City such funds collected within thirty (30) days of receipt. *GreenWaste's* bills to Solid Waste service recipients shall be itemized showing charges for services and extra charges, but shall not designate that portion of a service recipient's bill attributable to any City franchise fee as a separate item on service or any costs for collection and diversion of recyclable solid waste, yardwaste or organic waste included in the base service on recipient's bills, and all other fees will be identified as a separate line item. *GreenWaste's* billings may be made monthly, bimonthly or quarterly, in advance, as *GreenWaste* shall decide, for all service recipients.

**F. Delinquent Accounts.** *GreenWaste* may discontinue service as set forth in this Section 12. Service recipients who have not remitted required payments within thirty (30) days after the date of billing shall be notified in writing (or by electronic mail if the service recipient agrees) by *GreenWaste* that service may be terminated for non-payment. The service termination notification shall contain a statement that services may be discontinued fifteen (15) days from the date of receipt of the service termination notice if payment is not made before that time. Upon receipt of the delinquent payment, *GreenWaste* shall resume collection on the next regularly scheduled collection day.

**G. Delinquent Fees.** Service to Residential Premises that has been discontinued in accordance with Section 12 hereof will be assessed a late fee in accordance with EXHIBIT "A". If the account continues to be unpaid and containers are removed, customers will be assessed a redelivery fee as set forth in EXHIBIT "A".

**H. Refunds.** *GreenWaste* shall refund to each service recipient, on a pro-rata basis, any advance service payments made by service recipient for service not provided when service is

discontinued by the service recipient, or when services cannot be provided as a result of *GreenWaste's* actions.

**I. Franchise Fee; Payment.** Except as provided in Section 5.H. of this Agreement, *GreenWaste* shall pay City a Franchise Fee of six percent (6%) of Gross Revenues, in accordance with Generally Accepted Accounting Principles, on a quarterly basis and in the month following the end of a quarter; however, no later than the fifteenth (15<sup>th</sup>) day of the month it is due. Accompanying each monthly payment shall be an accounting of the Gross Revenues for the corresponding month.

**J. Mandatory Service.** Failure of service recipients to maintain service by *GreenWaste* for Solid Waste collection shall, at the City's discretion, be enforced as a code violation. *GreenWaste* will be obligated at the time new service is established to notify the property owner, in writing, of the requirement in the City Code that all occupied parcels subscribe to refuse collection service. Said notice shall be in a form approved by the City Manager and shall include notice of the City Code provisions related to requesting exemption from mandatory trash collection requirements for property uses which generate little or no trash or Solid Waste.

**K. Existing Delinquent Accounts.** *GreenWaste* may pursue all legal remedies available to it in order to collect existing delinquent accounts from the service recipients. Notwithstanding the provisions of Red Bluff Municipal Code Chapter 18A: Solid Waste Disposal, the parties agree that the City shall have no obligation to place liens on the subject properties. Furthermore, the parties agree that the City of Red Bluff has no obligation to compensate *GreenWaste* for any delinquent accounts.

### **SECTION 13. GREENWASTE'S BOOKS AND RECORDS; AUDITS.**

**A.** In addition to the record retention requirements of Sections 16.I. and 17.F., below, *GreenWaste* shall maintain all records relating to the services provided hereunder, including, but not limited to, route maps, customer lists, billing records, weight tickets, maps, AB 939 records, and customer complaints, for the full term of this Agreement, and an additional period of not less than three (3) years, or any longer period required by law. As part of its annual report, *GreenWaste* shall provide the City customer lists, billing records, weight tickets, AB 939 records and service recipient complaints, *GreenWaste's* payment of fees to City and records which may be relevant in the event of an action under CERCLA or related claims. The City, at its sole cost and expenses, shall have the right to audit such records. Additional records will be provided forthwith upon request with reasonable advance notice. In the absence of extraordinary circumstances, three (3) business days' notice shall be considered reasonable. Such records shall be made available to City at *GreenWaste's* regular place of business.

**B.** Should any examination or audit of *GreenWaste's* records reveal an underpayment of any fee paid to City by *GreenWaste* under this Agreement, the amount of such underpayment, plus interest at ten percent (10%) per annum, shall become due and payable to City not later than thirty (30) days after written notice of such underpayment is provided to



*GreenWaste* by City. Should an underpayment of more than five percent (5%) but less than ten percent (10%) be discovered, *GreenWaste* shall bear fifty percent (50%) of the cost to the City of the examination or audit. Should an underpayment of ten percent (10%) or more be discovered, *GreenWaste* shall bear the entire cost of the examination or audit.

#### **SECTION 14. PROGRAM IMPLEMENTATION REQUIREMENTS AND DIVERSION GOALS.**

A. In addition to its duties pursuant to Section 16, *GreenWaste* shall reasonably cooperate with City in Solid Waste Disposal Characterization Studies and waste stream audits and shall implement reasonable and feasible measures (taking in to consideration the cost, expense, and/or capital expenditure associated therewith and the agreed upon annual expense limitations within Section 5.F) to assist the City in achieving the City's source reduction, recycling, and waste stream diversion goals for the waste streams covered by this Agreement. During the period during which collection services are provided pursuant to this Agreement, *GreenWaste*, at *GreenWaste's* sole expense, shall submit to City for services provided under this Agreement, information and reports necessary for City to determine whether or not *GreenWaste* has met its annual Minimum Diversion Goals, and *GreenWaste's* requirements in providing service and educational outreach. *GreenWaste* agrees to submit such reports and information in a format compatible with City's computers, at no additional charge.

This Agreement is part of City's efforts to comply with the provisions of AB 939, AB 341, AB 1826 and SB 1383, as required to comply at the execution of this agreement or during the course of this agreement, and the Regional Agency's Source Reduction and Recycling Element, as it may be amended from time to time. In the event that any other state or federal laws or regulations enacted or amended after this Agreement has been executed, prevents or precludes compliance with one (1) or more provisions of this Agreement, or increases *GreenWaste's* costs consistent with Section 12.C above, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. In the case of an amendment to the laws which has the effect of eliminating or reducing the need for a service provided for in this Agreement and City informs *GreenWaste* that City desires to discontinue the service, City and *GreenWaste* shall meet and negotiate in good faith a reduction in rates. In the case of an amendment to the laws, which increases the cost of *GreenWaste* service, *GreenWaste* shall receive a rate increase to offset the costs directly attributable to the amended or newly enacted provision of law or regulations consistent with Section 12.C above.

#### **B. Minimum Diversion Goals**

Beginning January 1<sup>st</sup> following the Effective Date of this Agreement, *GreenWaste* shall use reasonable and feasible efforts (taking into consideration the cost, expense, and/or capital expenditure associated therewith, and the agreed upon annual expense limitations within Section 5.F) to divert a minimum of twenty five (16%) of the Solid Waste that it collects from disposal and increase the total Solid Waste diverted from disposal by 2% each year thereafter. *GreenWaste* shall submit an annual compliance report by March 15<sup>th</sup> beginning in 2025 providing information as to the volume of Solid Waste it has diverted in the prior year. Adequate statistically significant data to determine *GreenWaste's* statements shall be submitted

with the report. Any additional costs that are anticipated or incurred by *GreenWaste* as a result of attempting to meeting the Minimum Diversion Goals set forth below shall be an allowable recoverable cost as indicated in Section 12.C above from the date the change is implemented.

The Minimum Diversion Requirement shall be based on the following schedule:

January 1, 2024 – December 31, 2024:	_____ percent (16%)
January 1, 2025 – December 31, 2025:	_____ percent (18%)
January 1, 2026 – December 31, 2026:	_____ percent (20%)
January 1, 2027 – December 31, 2027:	_____ percent (22%)
January 1, 2028 – December 31, 2028:	_____ percent (24%)
January 1, 2029 – December 31, 2029:	_____ percent (26%)
January 1, 2030 – December 31, 2030:	_____ percent (28%)
January 1, 2031 – December 31, 2031:	_____ percent (30%)
January 1, 2032 – December 31, 2032:	_____ percent (32%)
January 1, 2033 – December 31, 2033:	_____ percent (34%)

The diversion percentage will be calculated by applying the following formula:

Diversion % = Total inbound tons of solid waste recovered at a Materials Recovery Facility for recycling / Total tons of solid waste collected from all franchised services under this Agreement.

Proportionate residual tons to be reported.

#### C. Failure to Meet Minimum Diversion Goals

*GreenWaste*'s failure to meet the Minimum Diversion Goals set forth above shall **not** be deemed a breach hereunder but may result in *GreenWaste* becoming ineligible for term extension. In determining whether or not *GreenWaste* is eligible for extensions of the contract term, the City will consider the Good Faith Effort put forth by *GreenWaste* to meet the Minimum Diversion Goals. This consideration will include documentation provided by *GreenWaste* regarding its activities and compliance with *GreenWaste*'s Customer Education Program, as approved by the City. The final decision as to whether or not *GreenWaste* made a Good Faith Effort in complying with the Minimum Diversion Goals will remain with the City.

#### D. Assembly Bill 341 Compliance

To assist the City in complying with mandated federal and state diversion laws, such as Assembly Bill 341 (AB 341) established by the State of California, the City directs *GreenWaste* to implement commercial and multifamily dwelling recycling programs within the City. A container with at least 95-gallon recycling capacity shall be provided to each commercial and multifamily dwelling customer. The minimum recycling capacity shall be included in the commercial or multifamily dwelling collection fee for all service recipients and not as a separate line item. Recycling capacity above the minimum requirements shall be at an increased fee to the commercial or multifamily dwelling service recipient consistent with EXHIBIT "A. *GreenWaste* shall provide education and outreach as to the benefits of recycling, type of materials that are recyclable and availability of recycling programs. *GreenWaste* shall submit an annual report

indicating the education and outreach component of the mandatory commercial recycling requirements of AB 341 it has implemented. This report shall be included as part of the annual reporting requirements.

**E. Mandatory Organics Collection and Recycling**

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, *GreenWaste* 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 organic waste, and the availability of organic waste collection programs. In addition, *GreenWaste* shall agree to collect organic waste from covered generators at rates as shall be mutually agreed to by *GreenWaste* and the City and set forth in an amendment to this Agreement.

**F. City Obligations.**

Notwithstanding anything contained herein to the contrary, *GreenWaste's* obligations hereunder are subject to the City cooperating with *GreenWaste* to achieve the requirements of AB 939, AB 341, AB 1826, and SB 1383, and City taking reasonable and feasible actions necessary to achieve AB 939, AB 341, AB 1826, and SB 1383 compliance. In determining whether the requirements of AB 939, AB 341, AB 1826, and SB 1383 have been met, any diversion pursuant to this Agreement and any diversion from source segregated recyclable material resulting from City-originating self-haul to the Tehama County/Red Bluff Landfill may count toward its AB 939, AB 341, AB 1826, and SB 1383 diversion requirement shall be considered.

**SECTION 15. AB 2176 COMPLIANCE**

*GreenWaste* will work with City or its designee, to meet legislative requirements of AB 2176, relating to promotion of recycling services at large public events and venues. In the event that AB 2176 or subsequent legislation requires mandatory recycling at public events or venues within the jurisdiction of City, *GreenWaste* shall provide for the collection, transportation and processing or disposal of Solid Waste and Recyclable Materials at large public events and venues as requested by the City and/or event coordinator. *GreenWaste* shall provide each special event customer with such number of Bins or Roll-Off Containers or Recycling Containers. *GreenWaste* shall provide Services at no cost for a minimum of three events per year. *GreenWaste* may charge for additional events or provide services free of charge at *GreenWaste's* discretion.

**SECTION 16. REPORTS AND INFORMATION.**

**A. Monthly and Quarterly Reports.** *GreenWaste*, at no additional expense, shall submit to the City such other information or reports in such forms and at such times as the City may reasonably request or require, including, but not limited to the following:

1. Monthly Reports. Monthly Reports shall be submitted to City, transmitted in a format acceptable to City as an attachment to e-mail, at City's option. Monthly Reports shall include a tonnage summary for all materials collected by collection service type and material type and total weight of inbound collection truck.

The monthly report shall show the number of tons collected and the tonnage delivered to disposal if itemized by the disposal facility.

The monthly report shall include all non-collection notices and efforts made to mitigate the issue causing non-collection.

The monthly report shall include a log of all complaints.

2. Quarterly Reports. In addition to providing a quarterly summary of the monthly reports, Quarterly Reports shall include the following:

a. All Solid Wastes:

(1) A statement showing, by type of material, tons received, by month, and tons marketed during the month.

(2) A narrative description of problems encountered and actions taken, including efforts to deter and prevent Scavenging. This is to include a description of tons rejected for sale after processing (type of material, tonnage), reason for rejection and *GreenWaste's* disposal method for the rejected materials.

(3) A report of recycling program promotional activities, including materials distributed by *GreenWaste* to its service recipients.

b. Hazardous Waste Diversion Reports: A copy or summary of the records required by Section 8.C., above.

c. Summary of public outreach and related activities.

d. Certification: *GreenWaste* will provide a certification statement, under penalty of perjury, by the responsible corporate official, that the report is true and correct.

**B. Annual Report.** By April 30<sup>th</sup> each year that collection services are provided pursuant to this Agreement, *GreenWaste* shall submit to City a written year-end Annual Report, in a form approved by the City, including the following information.

1. General Information. General information about *GreenWaste*, including a list of *GreenWaste's* officers and members of boards of directors. A copy of *GreenWaste's* financial reports (or the financial reports of *GreenWaste's* parent company).

2. Prior Year's Activities. A report of the previous year's activities in the City (or, in the case of the initial report year, the initial partial year's), including a cumulative summary of the Quarterly Reports, and information and statistics with respect to City's compliance with AB 939, AB 341, and AB 1826 and SB 1383 as required.

3. Recommendations. Changes in integrated waste management, including projections and proposed implementation dates and costs, recommended by *GreenWaste* and recommended amendments to the City's or JPA's Source Reduction and Recycling Element or this Agreement, based on developments in the law or technology. *GreenWaste's* recommendations with respect to compliance with AB 939, AB 341, AB 1826 and SB 1383 shall state the specific requirement of applicable regulation that the implementation of the recommendation is intended to satisfy.

4. Equipment. A list of equipment inventory including make, model, age, and maintenance status.

5. Additional Information. If requested, *GreenWaste* shall also provide the following information:

- a. Customer service data
- b. Collection route information
- c. Additional data that is routinely maintained by *GreenWaste* directly pertaining to collection service

6. A copy of all reporting pursuant to Section 13 for the year.

**C. Reporting Adverse Information.** *GreenWaste* shall provide City two (2) copies (one to the JPA's Manager, one to the City Manager) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to *GreenWaste's* performance of services pursuant to this Agreement, submitted by *GreenWaste* to, or received by *GreenWaste* from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission, or any other federal, state or local agency, including any federal or state court. Copies shall be submitted to City and JPA simultaneously with *GreenWaste's* filing or submission of such matters with said agencies.

**D. Submission of Reports.** Reports shall be submitted to:

City Manager  
555 Washington Street  
Red Bluff, CA 96080

JPA  
20000 Plymire Road  
Red Bluff, CA 96080

**E. Failure to Report.** The refusal or failure of *GreenWaste* to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by *GreenWaste* in such report, shall be deemed a material breach of the Agreement and shall subject *GreenWaste* to all remedies which are available to the City under the Agreement or otherwise; provided, however, that the City must follow the procedures for dispute resolution found in Section 20 of this Agreement before declaring any such material breach.

**F. City's Review of *GreenWaste's* Performance.** Annually, within ninety (90) days of City's receipt of the Annual Report required by Section 16.B., above, City shall review the Annual Report and other available information and may hold a public hearing to determine whether *GreenWaste's* performance for the year reported on was satisfactory and whether to implement any changes recommended by *GreenWaste*. The reports required by this Agreement shall be utilized as the primary basis for review. In addition, any customer comments or complaints and any other relevant information may be considered. A *GreenWaste* representative shall be entitled to be present and may participate at any public hearing held by City to review *GreenWaste's* performance. If any noncompliance with the Agreement is reported to have occurred, City shall offer *GreenWaste* the opportunity to comment and offer information in rebuttal and to correct any deficiencies.

**G. Costs.** All reports and records required under this Agreement shall be furnished at the sole expense of *GreenWaste*.

**H. City's Right to Request Information.** The City believes and *GreenWaste* agrees that cooperation between City and *GreenWaste* is critical to the success of this program. City reserves the right to request, and *GreenWaste* agrees to provide, at no charge to City, additional information reasonably and directly pertaining to this Agreement; provided, however, City shall have no right to request and *GreenWaste* shall have no obligation to provide any of *GreenWaste's* (or its affiliates or subsidiaries) confidential, proprietary, or privileged information, as determined in the reasonable discretion of *GreenWaste*, or any information of *GreenWaste* (or any of its affiliates or subsidiaries) related to operations outside of the City.

**I. CERCLA Defense Records.** City views the ability to defend against CERCLA and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste collected in the City of Red Bluff was taken for disposal, as well as where it was not taken, to be matters of concern. *GreenWaste* shall maintain data retention and preservation systems which can establish where Solid Waste collected in the City was landfilled (and therefore establish where it was not landfilled) and a copy or summary of the reports required by Sections 8.B., "Hazardous Waste Inspection and Reporting," 8.C., "Hazardous Waste Diversion Reports" and 16.A.2. "Quarterly Reports," above, for five (5) years after the term during which collection services are to be provided pursuant to this Agreement, or to provide copies of such records to City. *GreenWaste* agrees to notify City's Risk Manager and City Attorney, and to provide copies of such records to City, if requested by City, before

destroying such records. This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement.

## **SECTION 17. INDEMNITY, INSURANCE, LETTER OF CREDIT OR BOND.**

**A. Indemnification; General.** *GreenWaste* shall protect, indemnify, defend and hold harmless City, their officers, employees, agents, contractors, consultants, professionals (collectively hereinafter referred to as the “City Indemnitees”) from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature including, but not limited to, injury to and death of any person and damage to property or for contribution or indemnity claimed by third parties (collectively, the “Claims”), arising out of or occasioned in any way by: (1) the actions, omissions, negligence or willful misconduct of *GreenWaste*, its officers, employees, agents, and subcontractors in performing services under this Agreement; (2) the failure of *GreenWaste*, its officers, employees, agents, and subcontractors to comply in any and/or all respects with the provisions of this Agreement, applicable laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; or (3) the acts of *GreenWaste*, its officers, employees, agents, and subcontractors in performing services under this Agreement for which strict liability is imposed by law (including without limitation, the Environmental Laws). The foregoing indemnity shall not apply to the extent that the Claim is caused by: (1) the negligence or willful misconduct of any of the City Indemnitees, (ii) City’s breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by any of the City Indemnitees. In the event of any such Claim, *GreenWaste*, at *GreenWaste*’s sole cost and expense, shall defend (with attorneys reasonably acceptable to City) the City Indemnitees. *GreenWaste*’s duty to indemnify and defend shall survive the expiration or termination of this Agreement.

City shall protect, indemnify, defend and hold harmless *GreenWaste*, its officers, employees, agents, contractors, consultants, professionals (collectively hereafter referred to as the “*GreenWaste* Indemnitees”), from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature including, but not limited to, injury to and death of any person and damage to property or for contribution or indemnity claimed by third parties (collectively, the “Claims”), arising out of, or occasioned in any way, directly or indirectly, by City’s performance of, or its failure to perform, its obligations under this Agreement to the extent contributed thereby. The City’s duty to indemnify and defend shall survive the expiration or termination of this Agreement.

**B. Hazardous Substances Indemnification.** *GreenWaste* shall indemnify, defend, protect and hold harmless City, its elected officials, officers; employees, volunteers, agents, contractors, consultants, professionals, assigns and any successor or successors to City’s interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys’ and expert witness fees and costs incurred in connection with

defending against any of the foregoing or in enforcing this. indemnity), of any kind whatsoever paid incurred or suffered by, or asserted against, City or its elected officials, officers, employees, volunteers, contractors, consultants, professionals, or agents arising from or concerning any Hazardous Waste or Unacceptable Waste, other than hazardous Waste or Unacceptable Waste disposed of by City or set out at a City facility for collection by *GreenWaste* in violation of applicable law, regulation or permit.

**C. Insurance.**

1. Types and Amounts of Coverage. *GreenWaste*, at *GreenWaste*'s sole cost and expense, shall procure from an insurance company or companies licensed to do business in the State of California and maintain in force at all times during the Term, the following types and amounts of insurance:

- a. Workers' Compensation and Employer's Liability. *GreenWaste* shall maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. *GreenWaste* shall maintain employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or disease; provided, however, that *GreenWaste* shall not be obligated to carry such insurance if: (i) it qualifies under California law and continuously complies with its permit obligations to self-insure against such risks; (ii) provides a certified copy of its state-issued permit evidencing such qualification; and (iii) provides a certified copy of the permit renewing authorization for such self-insurance at least ten (10) days before expiration of the old permit.
- b. Comprehensive General Liability. *GreenWaste* shall maintain Comprehensive General Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, plus Seven Million Dollars (\$7,000,000) of Umbrella Coverage, covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, *GreenWaste*'s performance of, or its failure to perform, services under this Agreement. The insurance required by this subsection shall include:
  - (1) Premises operations;
  - (2) Independent contractors;
  - (3) Products and Completed Operations;
  - (4) Personal Injury Liability with Employment Exclusion deleted;



- (5) Broad Form Blanket Contractual with no exclusion for bodily injury, personal injury or property damage; and
- (6) Broad Form Property Damage, including Completed Operations.

The Comprehensive General Liability insurance required under this Agreement shall be written on an “occurrence,” rather than a “claims made” basis, if such coverage is obtainable. If it is not obtainable, no later than six (6) months prior to the termination of this Agreement, *GreenWaste* must arrange for “tail coverage” to protect City from claims filed after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination. Any excess or umbrella policies shall be on a “following form” basis. In the event of termination of this Agreement before the full term hereof and any extensions, *GreenWaste* shall promptly secure and tender to City the policy of “tail coverage” described above, and in the event that a policy is not obtained within sixty (60) days of any such termination, City may purchase same and deduct the cost from the performance security provided by *GreenWaste* under this Agreement. To the extent that for any reason the performance security does not cover the cost of any such policy of “tail coverage,” *GreenWaste* shall be liable to City for any such additional costs.

- c. Physical Damage. *GreenWaste* shall maintain comprehensive (fire, theft and collision) physical damage insurance covering the facilities and equipment used in providing service to City under this Agreement.

The insurance required by this Agreement shall be with insurers licensed to conduct business in California and with a rating in the most recent edition of Best’s Insurance Reports of size category VII or larger and a rating classification of A or better. The City shall be included as an additional insured on each of the required policies and policy endorsements, except the workers’ compensation policy. The insurance required by this Agreement is in addition to, and not in lieu or limitation of, the indemnification provisions above. Regardless of the foregoing, the insurance limits and coverage required by this Agreement and as outlined above may be met by *GreenWaste* with any combination of primary, umbrella, excess insurance or deductibles.

2. Required Endorsements.

- a. The Workers' Compensation policy shall contain endorsements in substantially the following form:

“Should any of the above described policies be cancelled before the expiration date thereof, notice shall be sent to:

City of Red Bluff  
City Manager  
555 Washington Street  
Red Bluff, California 96080

“Insurer waives all rights of subrogation against City and its officers and employees arising from work performed for City.”

- b. The General Liability policy shall contain endorsements in substantially the following form:

- (1) Should any of the above described policies be cancelled before the expiration date thereof, notice shall be sent to:

City of Red Bluff  
City Manager  
555 Washington Street  
Red Bluff, California 96080

- (2) To the extent of *GreenWaste's* indemnification obligations hereunder, this policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only.

3. Delivery of Proof of Coverage. No later than the Effective Date, *GreenWaste* shall furnish certificates of insurance, in standard ACORD form, to City for each policy of insurance required hereunder. Such evidence shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements.

4. Other Insurance Requirements.

- a. In the event any services are delegated to a subcontractor, City shall require such subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The liability insurance required by this Section 17 shall cover all

subcontractors or the subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 17.

- b. *GreenWaste* shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve *GreenWaste* from any obligation under this Agreement, including those imposed by Section 17. If *GreenWaste* fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at *GreenWaste's* expense, such insurance as it may deem proper and deduct the cost thereof from any monies due *GreenWaste*.

**D. Letter of Credit or Performance Bond.** Prior to the effective date of this Agreement, *GreenWaste* shall provide an irrevocable Letter of Credit or Performance Bond (collectively referred to herein as the "Performance Security") from an institution satisfactory to City, on terms acceptable to the City and its legal counsel, evidencing an irrevocable commitment to City, in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), guaranteeing *GreenWaste's* faithful performance of the terms of this Agreement. Such Letter of Credit or Bond shall be maintained in effect throughout the period during which Solid Waste collection services are to be provided pursuant to this Agreement.

Upon *GreenWaste's* failure to timely perform any of its obligations under this Agreement or to pay the City any fees or other sums owed under this Agreement, the Letter of Credit or Bond may be assessed by the City, for purposes including, but not limited to:

1. Reimbursement of costs borne by the City to correct violations of the Agreement not corrected by *GreenWaste*, after City provides notice in accordance with Section 22 hereof;
2. To provide monetary remedies or to satisfy damages assessed against *GreenWaste* due to a material breach of this Agreement; or
3. To satisfy an order of the referee.

In the event that City assesses any sum against the Letter of Credit or Performance Bond, *GreenWaste* shall deposit a replacement instrument sufficient to restore the Letter of Credit or Bond amount to the original amount within thirty (30) days after notice from the City that any amount has been levied against the Letter of Credit or Bond.

*GreenWaste* shall be relieved of the foregoing requirement to replenish the Letter of Credit or Bond during the pendency of an appeal from the City's decision to draw on the Letter of Credit or Bond. The amount of the Letter of Credit or Bond shall be adjusted annually on the anniversary of the execution of this Agreement. The annual adjustment shall be in the annual percentage change in the Consumer Price Index, Urban West (CPI-W), produced by the U.S. Bureau of Labor Statistics, from April 1st of the prior year to the month ending with March.

In the event the City draws on the Letter of Credit or Bond, all of City's costs of collection and enforcement of the provisions relating to the Letter of Credit or Bond called for by this Section, including reasonable attorneys' fees and costs, shall be paid by *GreenWaste* and/or may be assessed against the performance security.

Any decision or order of City under this Section may be appealed by *GreenWaste* through the dispute resolution procedures provided in this Agreement.

Upon termination of this Agreement, the performance security shall be released and returned to *GreenWaste* ninety (90) days following the satisfactory completion of all *GreenWaste's* obligations under this Agreement.

## **SECTION 18. REPRESENTATION AND WARRANTIES OF GREENWASTE.**

**A. Corporate Status.** *GreenWaste* is duly organized, validly existing and in good standing under the laws of the State of California. It has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

**B. Corporate Authorization.** *GreenWaste* has the authority to enter into and perform its obligations under this Agreement. The person signing this Agreement on behalf of *GreenWaste* has authority to do so, and by doing so, has the power to bind *GreenWaste*.

**C. Statements and Information.** The statements and information submitted to City, on which City has relied in entering into this Agreement, do not contain any untrue statement of a material fact nor omit to state a material fact necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

## **SECTION 19. EMERGENCY SERVICE**

**A. Failure to Collect.** Should *GreenWaste*, for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 24.A., "Force Majeure," below, refuse or be unable for a period of more than seventy-two (72) hours, to collect a material portion or all of the Solid Waste which it is obligated under this Agreement to collect, and as a result, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right to contract with another solid waste enterprise to collect and transport any or all Solid Waste which *GreenWaste* is obligated to collect and transport pursuant to this Agreement, but which *GreenWaste* is unable to collect and transport. City shall provide twenty-four (24) hours prior written notice to *GreenWaste* during the period of such emergency, before contracting with another solid waste enterprise to collect and transport any or all Solid Waste which *GreenWaste* would otherwise collect and transport pursuant to this Agreement, for the duration of the inability of *GreenWaste* to provide such services. In such event, *GreenWaste* shall identify sources from which such substitute solid waste services are immediately available, and shall reimburse City for all of its expenses for such substitute services.

**B. Disaster Assistance.** At City's request, *GreenWaste* will assist City in the event of major disaster, such as an earthquake, fire, storm, flood, riot or civil disturbance, by providing

collection vehicles and drivers normally assigned to the City at rates determined within a separate agreement between the City and *GreenWaste*. *GreenWaste* shall cooperate with City, state and federal officials in filing information related to a regional, state or federally-declared state of emergency or disaster as to which *GreenWaste* has provided equipment and drivers pursuant to this Agreement.

## **SECTION 20. ADMINISTRATIVE REMEDIES; TERMINATION.**

### **A. Notice of Breach and Response.**

1. Notice of *GreenWaste* Breach; Response. If the City's Manager determines that *GreenWaste* has, by its actions or omissions, materially breached or otherwise failed to perform any obligation or duty under this Agreement, the City may advise *GreenWaste* in writing of any suspected deficiencies, specifying the deficiency in a reasonable manner. The City Manager shall issue a written notification of deficiencies or a notice of breach. Unless the circumstances necessitate response within a shorter period of time, *GreenWaste* shall respond to any such notice in writing within seven (7) business days and shall cure any such deficiency within thirty (30) days from the receipt by *GreenWaste* of such written notice. If, however, by the nature of the failure it cannot be cured within such thirty (30) day period, *GreenWaste* may have a longer period, as is necessary to cure the failure, contingent upon *GreenWaste's* having expeditiously and diligently tried to cure within the thirty (30) day period and thereafter proceeding in good faith to effectuate a cure. The City's Chief Administrator shall not unreasonably deny *GreenWaste* additional time, if requested

In the event that *GreenWaste* disagrees with statements set forth in the notification of deficiencies or notice of breach, *GreenWaste* shall be entitled to a hearing before the City Council, upon written notice of a Request for Hearing being delivered to the City within forty-five (45) days of receipt of the notification of deficiencies or notice of breach. Within seven (7) days of the submission of its Request for Hearing, *GreenWaste* shall deliver to City a detailed written statement together with all of the documentary or other evidence that it has to contest the notice of deficiencies. Failure to submit said statement and supporting documents shall result in a denial of the request for hearing.

The hearing shall be set not less than ten (10) days, nor more than thirty (30) days after delivery of the Request for Hearing Notice and may be continued from time to time upon the mutual agreement of the parties. At the hearing, the City Council shall determine whether the decision of the City Manager should be upheld. A tie vote of the City Council shall be regarded as upholding the decision of the City Manager .

In the event that at the end of the thirty (30) day cure period or such other period as is necessary to effectuate a cure, or following the exhaustion of any hearing with the City Council, *GreenWaste* has not cured the breach or failure under this Agreement, then City may take any one or combination of the following actions:

- a. Provide additional time to effect a cure of the breach or obligation;

- b. Take such action as City determines is reasonable to perform the obligation or cure the breach, with City's resources and/or through such independent contractors and/or consultants as City may elect to retain;
- c. Assess administrative charges as set forth in Section 22 (if the City elects to assess administrative charges as set forth in Section 22 hereof, it shall be the City's only remedy);
- d. Initiate proceedings to recover compensatory or administrative charges, or for injunctive relief;
- e. Make a demand on or assessment against *GreenWaste's* performance security funds owed to City; and
- f. Terminate this Agreement, in which case a written notice of termination of this Agreement shall be immediately delivered to *GreenWaste*.

2. Notice of City Breach; Response. If *GreenWaste* determines that the City has, by its actions or omissions, materially breached or otherwise failed to perform any obligation or duty under this Agreement, *GreenWaste* may advise the City in writing of any such notice within seven (7) business days and City shall cure any such deficiency within thirty (30) days from the receipt by City of such written notice. If, however, by the nature of the failure it cannot be cured within such thirty (30) day period, City may have a longer period as is necessary to cure the failure contingent upon City's commencing to cure within the thirty (30) day period and thereafter proceeding in good faith to effectuate a cure.

In the event that at the end of the thirty (30) day cure period or such other period as is necessary to effectuate a cure, City has not cured the breach of or failure under this Agreement, then *GreenWaste* shall be entitled to a hearing before the City Council, upon written notice of a Request for Hearing being delivered to the City within thirty (30) days of the end of the cure period. Within seven (7) days of the submission of its Request for Hearing, *GreenWaste* shall deliver to City a detailed written statement together with all of the documentary or other evidence that it has related to City's breach hereunder. Failure to submit said statement and supporting documents shall result in a denial of the request for hearing.

The hearing shall be set not less than ten (10) days, nor more than thirty (30) days after delivery of the Request for Hearing Notice and may be continued from time to time upon the mutual agreement of the parties. At the hearing, the City Council of Supervisors shall determine whether the City has, by its actions or omissions, materially breached or otherwise failed to perform any obligation or duty under this Agreement.

In the event that at the end of the thirty (30) day cure period or such other period as is necessary to effectuate a cure, or following the exhaustion of any hearing with the City Council, the City has not cured the breach of or failure under this Agreement, then *GreenWaste* may take any one or combination of the following actions:

- a. Provide additional time to effect a cure of the breach or obligation;
- b. Take such action as *GreenWaste* determines is reasonable to perform the obligation or cure the breach, with *GreenWaste's* resources and/or through such independent contractors and/or consultants as *GreenWaste* may elect to retain; and/or
- c. Terminate this Agreement, and/or sue for damages, in which case a written notice of termination of this Agreement shall be immediately delivered to City by *GreenWaste*.

**B. Appeal to Referee.** In addition to all other rights hereunder, *GreenWaste* may appeal any decision, order or action by the City under this Section 20, as provided in Section 21 below, by filing a Notice of Decision to Mediate and Appeal to the City Council, within ten (10) business days of receipt of the decision by the City official or City Council, and following the procedures set forth in Section 21 below.

**C. Reservation of Rights by City.** City further reserves the right to terminate this Agreement in the event of any occurrence of any of the following:

1. If *GreenWaste* practices, or attempts to practice, any fraud or deceit upon the City or practiced any fraud or deceit or made any intentional misrepresentations in the negotiations which preceded the execution of this Agreement;
2. If *GreenWaste* becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of *GreenWaste* in a bankruptcy proceeding;
3. If *GreenWaste* fails to provide or maintain in full force, effect and amount, insurance and/or performance bond or Letter of Credit as required by this Agreement; or
4. If a final, non-appealable decision is made by a court of competent jurisdiction that *GreenWaste* violated any orders or rulings of any regulatory body having jurisdiction over *GreenWaste* relative to this Agreement, in any material manner.
5. If *GreenWaste* fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement;
6. If *GreenWaste* is the subject of labor unrest, including work stoppage or slowdown, sick out, picketing or other concerted job action which materially interferes with *GreenWaste's* operations under this Agreement;
7. Any other act or omission by *GreenWaste* which materially violates the terms, conditions or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written notification of breach.

**D. Cumulative Rights.** City's and *GreenWaste*'s rights of termination are in addition to any other rights of City and *GreenWaste* upon a failure of the other Party to perform its obligations under this Agreement.

**E. Reservation of Rights by *GreenWaste*.** *GreenWaste* reserves the right to terminate this Agreement in the event of occurrence of any of the following:

1. If the City practices, or attempts to practice, any fraud or deceit upon *GreenWaste* or practiced any fraud or deceit or made any intentional misrepresentations in the negotiations which preceded the execution of this Agreement;

2. If the City becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of the City in a bankruptcy proceeding; or

3. If a final, non-appealable decision is made by a court of competent jurisdiction that the City violated any orders or rulings of any regulatory body having jurisdiction over the City relative to this Agreement, in any material manner.

**F. Additional Remedies.** Both Parties recognize and agree that in the event of a breach under the terms of this Agreement by *GreenWaste*, City may suffer irreparable injury and incalculable damages. Therefore, City reserves the right to seek injunctive relief to enforce the provisions of this Agreement and to enjoin the breach thereof or to contract with others to perform the services otherwise to be performed by *GreenWaste*, and to draw on the Cash Bond for reimbursement by *GreenWaste* for the costs of such services.

## **SECTION 21. MEDIATION; REFERRAL TO REFEREE; HEARING PROCEDURES.**

**A. Mediation.** Any dispute concerning a material breach of this Agreement shall, upon the request of either Party, first be mediated between the Parties, provided that *GreenWaste* may not request mediation or refer any matter to a referee under this Section unless it has first exhausted its administrative remedies under Section 20 of this Agreement. Within thirty (30) days of receiving notice from the other Party of a request to mediate a dispute, the Parties shall mutually agree on a mediator and shall thereafter promptly meet with the mediator in an effort to resolve any such dispute. In the event that the Parties cannot agree on a mediator within thirty (30) days, the Parties shall promptly apply to the Judicial Arbitration and Mediation Service ("JAMS") to nominate a minimum of five (5) prospective mediators. If the Parties are unable to agree on a referee from the JAMS panel within ten (10) business days after written request to do so by either Party then the Parties, starting with *GreenWaste*, shall alternate in striking one (1) prospective mediator at a time until only one (1) mediator remains. Unless otherwise agreed at mediation, the costs of mediation shall be borne equally between the Parties.

**B. Post Mediation.** Either the City or *GreenWaste*, at any time after the exhaustion of administrative remedies and mediation, may refer a disputed matter for resolution under this Section 21 in the following manner.

**C. Applicability.** If either the City Council or *GreenWaste* refers a matter to a referee, the provisions of this Section 21 shall apply in order to obtain prompt and expeditious resolution of any and all disputes arising out of this Agreement.



**D. Reference of Dispute.** Any dispute seeking damages and any dispute seeking equitable relief, such as, but not limited to, specific enforcement of any provision hereof, shall be heard and determined by a referee pursuant to California Code of Civil Procedure §§ 638, *et seq.* The venue of any proceeding hereunder shall be in Tehama County, California.

1. Procedure for Appointment. The Party seeking to resolve the dispute shall file in court and serve on the other Party a complaint describing the matters in dispute. Service of the complaint shall be as prescribed by law. Within not more than fifteen (15) business days after the date of service, the Parties shall apply to JAMS to nominate a minimum of five (5) prospective referees. If the Parties are unable to agree on a referee from the JAMS panel within ten (10) business days after written request to do so by either Party, then the Parties, starting with *GreenWaste*, shall alternate in striking one (1) prospective referee at a time until only one (1) referee remains.

2. Ex Parte Communications Prohibited. Neither Party may communicate separately with the referee after the referee has been selected. All subsequent communications between a Party and a referee shall be simultaneously delivered to the other Party. This provision shall not apply to communications made to schedule a hearing or request a continuance.

3. Cooperation. The Parties shall diligently cooperate with one another and the referee and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute. If either Party refuses to diligently cooperate, and the other Party, after first giving notice of its intent to rely on the provisions of this Section 21, incurs additional expenses or attorneys' fees solely as a result of such failure to diligently cooperate, or incurs expenses or attorneys' fees and costs as a result of the other Party's violation of Code of Civil Procedure § 128.5, the referee may award such additional expenses and attorneys' fees to the Party giving such notice, even if such Party is not the prevailing Party in the dispute.

4. Discovery. Within sixty (60) days of appointment, the referee shall set a discovery schedule and shall schedule the matter for hearing, unless City and *GreenWaste* agree otherwise, or unless the referee shall determine otherwise. Any Party to the hearing may issue a request to compel reasonable document production from the other Party. Disputes concerning the scope of document production and enforcement of document requests shall be subject to agreement by the Parties, or if agreement is not reached within twenty (20) days of a document request, then by disposition by order of the referee. Any document request shall be subject to the proprietary rights and rights of privilege of the Parties, and the referee shall adopt procedures to protect such rights. Except as may be agreed by the Parties, or ordered by the referee, no other form of discovery shall be available to the Parties.

5. Standards for Decision. The provisions of California Code of Civil Procedure, §§ 640, 641, 642, 643, 644 and 645 shall be applicable to dispute resolution by a referee hereunder. In an effort to clarify and amplify the provisions of California Code of Civil Procedure, §§ 644 and 645, the Parties agree that the referee shall decide issues of fact and law submitted by the Parties for decision in the same manner as required for a trial by court as set forth in California Code of Civil Procedure, §§ 631.8 and 632, and California Rules of Court,

Rule 232. The referee shall try and decide the dispute according to all of the substantive and procedural laws of the State of California, unless the Parties stipulate to the contrary.

6. Evidence and Findings. The referee shall consider the administrative record, including the notice of deficiencies or notices of breach, *GreenWaste's* response to any such notices, the decision of the City Manager, the "Notice of Appeal," the decision of the City official, the "Notice of Appeal" to the City Council, and the decision of the City Council, in addition to other relevant evidence. Before issuing findings, the referee shall submit a proposed ruling, setting forth proposed findings of fact and conclusions of law, to counsel for the Parties, for comment. When the referee has decided the dispute, the referee shall also cause the preparation of a judgment based on said decision.

7. Remedial Authority. A referee to whom a matter is referred shall have the authority to: (i) order either Party to undertake remedial action to cure the breach and to prevent occurrence of similar breaches in the future; (ii) assess damages and/or levy a penalty consistent with the terms of this Agreement; or (iii) find there has been no breach.

8. Stay Pending Entry of Final Judgment. Except as provided in Section 17 with respect to draws on the Letter of Credit or other performance security, until final judgment is entered from the referee proceeding under the foregoing provisions and the time for appeal or other post judgment petition has expired, the imposition or enforcement of any penalties or sanctions provided in this Agreement and related to the subject matter of the hearing shall be stayed. The referee may modify or cancel any proposed penalties or sanctions upon a finding that the Party subject thereto acted with substantial justification, or if the interests of justice so require.

9. Allocation of Referee's Costs. The referee's costs for the proceeding shall be apportioned by the referee. The costs of the proceeding shall be borne equally by the Parties to the dispute initially, but the prevailing Party in such proceeding shall be entitled to recover reasonable costs of the referee as apportioned by the referee. If either Party refuses to pay its share of the costs of the proceeding, at the time(s) required, the other Party may do so, in which event that Party will be entitled to recover (or offset) the amount advanced, with interest at the maximum rate permitted by law, even if that Party is not the prevailing Party. The referee shall include such costs in the judgment or award.

**E. Decision.** The decision of the referee may be excepted to in accordance with Code of Civil Procedure § 645.

## **SECTION 22. ADMINISTRATIVE CHARGES.**

**A. Intent.** *GreenWaste* acknowledges and agrees that one of the City's primary goals in entering into this Agreement is to ensure that the services rendered by *GreenWaste* are of the highest caliber, customer satisfaction is at the highest level, and that performance standards are met.

**B. Administrative Charges.** It shall be the duty of *GreenWaste* to perform all services under this Agreement in such a manner as to implement the goals and specifications set

forth in this Section and this Agreement. In the event *GreenWaste* fails to satisfactorily perform the services set forth in this Agreement, the City may assess an administrative charge against *GreenWaste* in the following amounts:

a.	For each occurrence over eight (8) during any calendar year, failure or neglect to respond to and take corrective action to address each customer complaint by the close of business of the second regularly scheduled waste collection day.	\$100.00 per incident per customer
b.	Failure to respond to and take corrective action to address spillage or litter caused by <i>GreenWaste</i> within seventy-two (72) hours of notification.	\$100.00 per incident per location.
c.	Failure to maintain or timely submit to the City all documents and reports required under the provisions of this Agreement, and <i>GreenWaste</i> fails to cure said failure within five (5) days of written notification from the City.	\$200.00 per incident.
d.	For each occurrence over six (6) during any calendar year, failure to properly cover materials in collection vehicles to prevent littering of highways or streets.	\$250.00 per incident.
e.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled collection service work day, except for Holidays, extreme weather conditions and unexpected vehicle mechanicals problems.	\$500.00 for each route not completed.
f.	Failure to remit the Franchise Fee as set forth in Section 12.H. hereof	\$500.00 per incident
g.	Failure of <i>GreenWaste</i> to maintain office or call center operational hours as set forth in Section 9 hereof	\$100.00 per day
h.	Failure of <i>GreenWaste</i> to maintain the capability of responding to telephone calls in English and Spanish as set forth in Section 9 hereof	\$100.00 per day
i.	For each occurrence over eight (8) during any calendar year, failure to educate customer pursuant to Section 5.P “Notice of Non-Collection or Contamination” of its contamination of Yard Waste Containers, Recycling Containers, or Single Family Containers with “extra service”, contamination, or Hazardous Waste prior to billing said service.	\$150.00 per incident
l.	Failure to maintain collection hours and days	\$100.00 per incident
m.	Failure to maintain an average age of ten (10) years for all trucks or for each occurrence of running a	\$1,000.00 per incident

	truck over fifteen (15) years old or failure to purchase and utilize equipment as provided in Section 6.	
n.	For each occurrence over two (2) during any calendar year, citation of operating an overweight vehicle by local/state law enforcement.	\$500.00 per incident
o.	For each occurrence over four (4) during any calendar year, <i>GreenWaste</i> inbound trucks at the Tehama County/Red Bluff Landfill more than 10% overweight (as measured by the scales at such landfill)	\$500.00 per incident

The parties recognize that if *GreenWaste* fails to achieve the performance standards set forth above, the City will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that the City will suffer. Therefore, the parties agree that the foregoing administrative charges represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Commencement Date, including the relationship of the sum to the range of harm to the City that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

**C. Administrative Charge Adjustment.** The administrative charges set forth in Section 22.B. above shall be subject to annual adjustment in an amount equal to the following formula of a maximum of one hundred percent (100%) of the February to February percentage change in the Consumer Price Index for All Urban Consumers, U.S. City Average – Garbage and Trash Collection (December 1983=100, series CWSR0000SEHG02), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

**D. Notice of Intent to Assess Administrative Charges.** Before the City may assess administrative charges pursuant to this Section, for each category of violation (that is, for each of the categories (a) through (l) in the above chart), the City shall give *GreenWaste* written notice of *GreenWaste's* violation of the performance standard and of the City's intent to assess administrative charges for any future violation of the same performance standard. The purpose of this provision is to give *GreenWaste* notice that the City considers *GreenWaste* to have violated a performance standard, and that the City will assess administrative charges if such violations are repeated.

**E. Procedures for Review of Administrative Charges.** The City may assess administrative charges pursuant to this Section on a monthly basis. At the end of each month during the term of this Agreement, the City shall issue a written notice to *GreenWaste* ("Notice of Assessment") of the administrative charges assessed and the basis for each assessment. The assessment shall become final unless, within ten (10) calendar days of the date of the Notice of Assessment, *GreenWaste* provides a written request for a meeting with the City to present evidence that the assessment should not be made. The City shall schedule a meeting with

*GreenWaste* as soon as reasonably possible after timely receipt of *GreenWaste's* request. The City shall review *GreenWaste's* evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to *GreenWaste*. In the event *GreenWaste* does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the City's determination shall be final, and the City may assess the administrative charges, unless the City waives this requirement. *GreenWaste's* failure to pay administrative charges within thirty (30) days of the City's final assessment of such charges shall be a material breach of this Agreement. In addition to all other rights hereunder, *GreenWaste* may appeal any decision, order or action by the City under this Section 22, as provided in Section 21 hereof, by filing a Notice of Decision to Mediate and Appeal to the City Council, within ten (10) business days of receipt of the decision by the City official or City Council, and following the procedures set forth in Section 21 herein. Nothing herein shall preclude *GreenWaste* from seeking judicial review of any decision by the City to assess administrative charges. The imposition of such charges shall be stayed if *GreenWaste* seeks any such review mechanism allowed for herein or judicially.

**F. Election of Remedies.** The City acknowledges and agrees, if the City elects to assess administrative charges against *GreenWaste*, such remedy shall be the City's sole and exclusive remedy, and the City shall forfeit any rights it has hereunder, at law, or in equity associated with such failure by *GreenWaste* in its performance hereunder.

### **SECTION 23. FRANCHISE TRANSFER; CITY CONSENT; FEES.**

**A.** The franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned (collectively "transferred"), nor shall any of the rights or privileges herein be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of *GreenWaste* or by operation of law, without the prior written consent of the City expressed by resolution. Any attempt to do any of the foregoing with respect to any of the rights herein without the consent of City shall be void. For purposes of this Agreement, any dissolution, merger, consolidation, sale of at least a majority of the voting securities or other reorganization of *GreenWaste* shall be deemed an assignment of this Agreement. For purposes of this Section 23, a change of corporate name shall not be deemed to be a franchise transfer.

**B.** The City shall not unreasonably withhold its consent to a transfer of the franchise granted by this Agreement. The City may impose reasonable conditions of approval, including full compliance with all provisions of this Agreement. The applicant for the transfer shall demonstrate to the City's satisfaction that it has the operational and financial ability to carry out the obligations of the Agreement.

**C.** Any application for a franchise transfer shall be made in a manner prescribed by the City Manager. The application shall include a Franchise Transfer Application Fee in an amount to be set by City, by resolution of the City Council. The Franchise Transfer Application Fee is intended to offset the City's anticipated costs of all reasonable and customary direct and indirect administrative expenses including consultants and attorneys, necessary to analyze the application. *GreenWaste* shall reimburse the City for all reasonable consultants', attorneys' and

staff costs directly related to the City's consideration of the application for transfer not offset by the Franchise Transfer Application Fee, whether or not the City approves the application for transfer of the franchise. City's request for reimbursement under this Section 23 shall be supported with evidence of the expense or cost incurred. *GreenWaste* shall reimburse City within thirty (30) days of receipt of City's request for reimbursement.

**D.** Notwithstanding the above, the *GreenWaste* shall be entitled to pledge, encumber, or grant any security interest in the franchise provided that *GreenWaste* shall first notify and obtain City consent to such transaction, subject to the following conditions:

1. Any consent so granted by City shall not be deemed a consent to the exercise by such pledge, encumbrance or secured party of any rights of the holder under the franchise, permit, license or other authorization unless so noted by the City.

2. Any consent so granted by City shall not be deemed consent to any subsequent transfer or assignment as referred to herein. Any such subsequent transfer or assignment shall be deemed an assignment of the franchise, permit, license or other authorization within the meaning of this Section 23, and shall be void without the prior written consent of the City expressed by resolution.

3. The pledge, encumbrance, or secured party shall have executed and delivered to City an instrument in writing agreeing to be bound by the provisions of the franchise, permit, license or other authorization.

## **SECTION 24. GENERAL PROVISIONS.**

**A. Force Majeure.** *GreenWaste* shall not be in default under this Agreement in the event that the collection, transportation and/or disposal services of *GreenWaste* are temporarily or permanently interrupted such that *GreenWaste* is unable to carry out its obligations under this Agreement for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of *GreenWaste*. *GreenWaste* shall resume its services as soon as it is able to do so and shall collect solid waste not collected during the period of interrupted service. "Other catastrophic events" does not include the financial inability of *GreenWaste* to perform or failure of *GreenWaste* to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where *GreenWaste* has failed to exercise reasonable diligence.

**B. Independent Status.** *GreenWaste* is an independent entity and not an officer, agent, servant or employee of City. *GreenWaste* is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and *GreenWaste*, nor an arrangement for the disposal of hazardous substances. Neither *GreenWaste* nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

**C. Due Care.** *GreenWaste* shall exercise due care and caution in providing the services so that the City's public and private property, including streets and parking areas, will be protected and preserved. Notwithstanding the foregoing, the City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for *GreenWaste* to provide the services described herein are sufficient to bear the weight of all of *GreenWaste's* equipment and vehicles reasonably required to perform such services. *GreenWaste* will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from *GreenWaste's* negligence or willful misconduct.

**D. Law to Govern; Jury Waiver.** The law of the State of California shall govern this Agreement without regard to any otherwise governing principles of conflicts of laws. *GreenWaste* and City waive their right to jury trial. The venue for any legal proceedings shall be in Tehama County, California.

**E. Fees and Gratuities.** *GreenWaste* shall not, nor shall it permit any officer, agent or employee to request, solicit, demand or accept, either directly or indirectly, any gratuity for the collection of Solid Waste required to be collected under this Agreement, other than customer holiday gifts to route drivers.

**F. Amendments.** All amendments to this Agreement shall be in writing duly executed by the Parties. Purported oral amendments shall be void and of no force or effect.

**G. Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City:                      City Manager  
   City of Red Bluff  
   555 Washington Street  
   Red Bluff, California 96080

Copy to:                      Agency Manager  
   Tehama County  
   20000 Plymire Rd  
   Red Bluff, California 96080

And to:                        City Attorney  
   555 Washington Street  
   Red Bluff, California 96080

To *GreenWaste*: District Manager  
*GreenWaste* of Tehama  
1805 Airport Blvd.  
Red Bluff, California 96080

And to: Legal Department  
Waste Connections of California, Inc.  
3 Waterway Square Place, Suite 550  
The Woodlands, Texas 77380

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

**H. Savings Clause and Entirety.** If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

**I. Joint Drafting.** This Agreement was drafted jointly by the Parties to this Agreement.

**J. Incorporation By Reference.** EXHIBITS "A" and "B" and the Regional Agency's Source Reduction and Recycling Element, as it may be amended from time to time, are incorporated into this Agreement by this reference.

**K. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto relative to the matters set forth herein. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement, or expressly incorporated by reference into this Agreement, are of no force and effect.

**L. Attorneys Fees.** If any legal action or arbitration is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary reimbursement in addition to any other relief to which the Party may be entitled.



IN WITNESS THEREOF, City and *GreenWaste* have executed this Agreement on the day and year first written above.

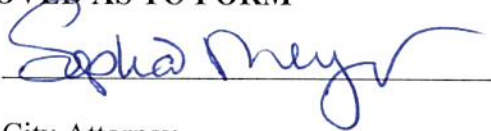
**CITY OF RED BLUFF**

By: \_\_\_\_\_



**APPROVED AS TO FORM**

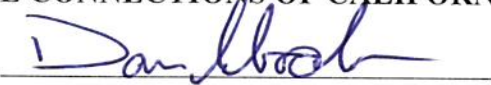
By: \_\_\_\_\_



City Attorney

**WASTE CONNECTIONS OF CALIFORNIA, INC.**

By: \_\_\_\_\_



Dan Schooler, Region VP

**EXHIBIT "A"**  
**RATES**

**Option 1 Rate Sheet (3yr Step Increase)**

**Rates 7/1/2024**

Residential	Per Month	Quarterly Billed
32G	\$ 24.55	\$ 73.65
35G Senior	\$ 17.96	\$ 53.88
64G	\$ 33.69	\$ 101.07
95G	\$ 38.82	\$ 116.46

Each Additional Trash Cart is Double the 1x Rate

Extra Trash Charge-Bag	\$5.00	(each 32 gallon bag)
Extra Trash Charge-Cart	\$7.00	(each additional can)
Extra Recycle Cart	\$7.00	(Monthly per each cart above contract limit)
Extra Yardwaste Cart	\$8.25	(Monthly per each cart above contract limit)
Contamination charge	\$22.34	(Per container)
Cart Damage Fee	\$75.00	(Per plastic container)
Extra Bulky Item	\$35.25	(Per additional item)
Reinstatement Fee	\$27.93	(Per occurrence)
Cart Redelivery Fee	\$75.00	(Per occurrence)
Additional 32G Trash	\$12.27	(Monthly per additional cart)
Additional 64G Trash	\$16.84	(Monthly per additional cart)
Additional 95G Trash	\$19.41	(Monthly per additional cart)

Roll Off	Rate/Haul	Tons Included	Per Ton Rate Overage
6 yard Trash	\$253.02	1.50	\$100 + tonnage (\$111.10/ton)
8 yard Trash	\$336.17	2.00	\$100 + tonnage (\$111.10/ton)
10 yard	\$1,082.76	9.00	\$100 + tonnage (\$111.10/ton)
20 yard	\$704.58	4.50	\$100 + tonnage (\$111.10/ton)
20 yard Compactor	\$1,135.49	4.50	\$100 + tonnage (\$111.10/ton)
20 yard Recycle	\$352.28	4.50	\$100 + tonnage (\$111.10/ton)
40 yard	\$1,147.96	9.00	\$100 + tonnage (\$111.10/ton)
40 yard Compactor	\$1,157.67	9.00	\$100 + tonnage (\$111.10/ton)
40 yard Recycle	\$591.30	9.00	\$100 + tonnage (\$111.10/ton)
Additional Roll-Off Charges	Per Item/Day		
Tires	Current Landfill rate + 40%		
Freon-Containing Items	Current Landfill rate + 40%		
Bulky Goods	Current Landfill rate + 40%		
Additional Rental Days	\$28.00		

Commercial-Trash	Per Week Pickup				
	1	2	3	4	5
1 Yard	\$111.55	\$194.41	\$278.13	\$386.17	\$424.07
2 Yard	\$187.88	\$375.77	\$482.31	\$577.19	\$634.04
3 Yard	\$269.56	\$478.69	\$572.72	\$674.43	\$787.67
4 Yard	\$367.59	\$565.23	\$704.57	\$834.01	\$928.55
6 Yard	\$443.79	\$682.36	\$885.96	\$1,061.51	\$1,272.25
8 Yard	\$666.52	\$942.02	\$1,219.80	\$1,594.38	\$1,802.33
32G	\$26.95				
64G	\$35.96				
96G	\$50.73				

Commercial-Recycle	Per Week Pickup		
	1	2	3
1 Yard	\$53.25	\$91.45	
2 Yard	\$89.32	\$176.03	
3 Yard	\$126.97	\$223.52	\$266.44
4 Yard	\$172.21	\$263.48	\$327.79
6 Yard	\$207.42	\$317.53	\$393.93
8 Yard	\$310.25	\$437.33	
Additional 95G Recycle	\$14.45		
<b>Additional Commercial Services</b>			
Temp 6 yard Containers	\$293.39	(Per container)	
Temp 8 yard Containers	\$391.08	(Per container)	
Extra Pick-up	\$127.48	(Per occurrence)	
Locking Bin	\$10.16	(Monthly charge)	
Coverage	\$51.13	(Per yard)	
Bulky Item Pick-up - 1 Item	\$37.01	(Per item)	
Additional 32g Trash	\$16.28	(Monthly charge)	
Additional 64g Trash	\$21.32	(Monthly charge)	
Additional 96g Trash	\$29.57	(Monthly charge)	
Additional 96g Rec/YW	\$18.23	(Monthly charge)	
Commercial Contamination	\$22.34	(Per container)	
Re-Installation Fee	\$25.00	(Per occurrence)	
Cart Damage Fee	\$75.00	(Per occurrence)	
Re-Delivery Fee	\$75.00	(Per occurrence)	

-Year 1 includes 1/3 of rate adjustment and CPI component  
 -Year 2 & 3 each will include an additional 1/3 of the rate adjustment before CPI component.  
 Year 1-3 Example

Service Level	Current Rates	Option #1 - Adjustment over 3 years					CPI Estimate of 3.0%	Yr 2 Rate (7/1/25 start)	Yr 3 Increase for services	CPI Estimate of 3.0%	Yr 3 Rate (7/1/25 start)
		Yr 1 Increase for services	CPI of 3.93%	Yr 1 Rate (7/1/24 start)	Yr 2 Increase for services						
32g	\$ 21.96	\$ 1.66	\$ 0.93	\$ 24.55	\$ 1.66	\$ 0.79	\$ 26.99	\$ 1.67	\$ 0.86	\$ 28.62	
32g Sr	\$ 16.40	\$ 0.82	\$ 0.69	\$ 17.96	\$ 0.82	\$ 0.56	\$ 19.34	\$ 0.81	\$ 0.60	\$ 20.76	
64g	\$ 31.05	\$ 0.77	\$ 1.27	\$ 33.69	\$ 0.77	\$ 1.03	\$ 35.50	\$ 0.76	\$ 1.09	\$ 37.35	
96g	\$ 36.44	\$ 0.91	\$ 1.47	\$ 38.82	\$ 0.91	\$ 1.19	\$ 40.62	\$ 0.91	\$ 1.25	\$ 43.08	
F1YD1W	\$ 99.08	\$ 8.25	\$ 4.22	\$ 111.55	\$ 8.25	\$ 3.59	\$ 123.39	\$ 8.27	\$ 3.95	\$ 136.61	
F2YD1W	\$ 166.88	\$ 13.90	\$ 7.10	\$ 187.88	\$ 13.92	\$ 6.05	\$ 207.86	\$ 13.90	\$ 6.65	\$ 228.41	

**WEIGHTS**

Size	Maximum Weight (pounds)
32 Gal	120
64 Gal	220
95 Gal	330
1cy	660
2cy	1,320
3cy	1,980
4cy	2,640
6cy	3,300
8cy	3,960
20cy	9,000
40cy	18,000

**EXHIBIT "B"**  
**LIST OF NEW TRUCKS TO BE PURCHASED**

<b>Split body Automated Sideload x 2</b>
<b>Front End Loader x 1</b>

**EXHIBIT “C”  
DISPOSAL PASSTHROUGH EXAMPLE**

<b>Annual Price Increase</b>		<b>5.00%</b>	Tipping Fee Year 2023 (County Approved)	\$ 84.92		\$ 89.17
Tipping Fee Price Increase			Additional Amount (If Applicable)			\$ 1.70
LF Tipping Fee Increase	\$ 5.94					
LF % Increase	7.00%		Total Tipping Fee Year 2022 (Including Additional Amount)			\$ 90.86
Hauling Co. Fee Increase (27.10% of LF Increase %)	1.90%					
Hauling Co. Fee Increase		<b>1.90%</b>	Tipping Fee Year 2022 (County Approved)			\$ 84.92
			LF Tipping Fee Increase (Including Additional Amount)			\$ 5.94
<b>Annual All In Price Increase</b>		<b>6.90%</b>				
			LF % Increase YoY			7.00%
			Hauling Co. Fee Increase (27.1% of LF Increase %)			<b>1.90%</b>
			Actual YTD Disposal Percentage	27.10%		
<b>CPI Index</b>		<b>5.00%</b>				
<b>Pass Through Landfill Costs</b>		<b>1.90%</b>				

**EXHIBIT “D”  
GROSS REVENUE CALCULATION EXAMPLE**

CITY OF RED BLUFF FRANCHISE FEE ANALYSIS Q1 2024				
	Jan-24	Feb-24	Mar-24	Q1 2024
City - Commercial	165,492.68	166,293.51	169,738.78	501,524.97
QC02 City - Residential	106,806.83	106,444.85	105,590.77	318,842.45
City - Rolloff	25,829.40	25,573.66	23,778.50	75,181.56
<b>Subtotal</b>	<b>\$298,128.91</b>	<b>\$298,312.02</b>	<b>\$299,108.05</b>	<b>\$895,548.98</b>
				Ties
Bad Debt - City	\$2,088.39	\$4,272.05	\$1,076.01	7,436.45
<b>Total Bad Debt</b>	<b>\$2,088.39</b>	<b>\$4,272.05</b>	<b>\$1,076.01</b>	<b>\$7,436.45</b>
<b>Total Adj Revenue</b>	<b>\$296,040.52</b>	<b>\$294,039.97</b>	<b>\$298,032.04</b>	<b>\$888,112.53</b>
Franchise Fee - City 6%	17,762.43	17,642.40	17,881.92	53,286.75
<b>Total Franchise Fees</b>	<b>\$17,762.43</b>	<b>\$17,642.40</b>	<b>\$17,881.92</b>	<b>\$53,286.75</b>