

FINAL

**FRANCHISE AGREEMENT FOR THE COLLECTION, TRANSPORTATION,
PROCESSING AND DIVERSION OF RECYCLABLE MATERIALS AND OTHER
MATERIALS AND FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL
OF MUNICIPAL SOLID WASTE**

BETWEEN

THE CITY OF LAKE FOREST

AND

CR&R INCORPORATED

MARCH 2014

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in Contractor's original Proposal: (i) In Proposal Form 10 "Collection Vehicles to be Furnished by Contractor" (now Attachment F) the Autocar cabs and chassis for the side-loader, front-loader and rear-loader vehicles have been replaced with Peterbilt cabs and chassis because the Peterbilt vehicles were available sooner than the Autocar vehicles; (ii) in Proposal Form 24 "Contractor-Proposed Cost-Saving Innovations for Operations" (now Attachment H) the items originally labeled #2 "Residential Cart Colors" and #4 "The Future of Solid Waste Management" have been deleted because the City chose not to pursue those suggested innovations; (iii) in Proposal Form 13 "Diversion By Waste Stream" (now Attachment W) the correction of a mathematical error in the original Proposal Form 13 and clarifications submitted by Contractor during the question and answer process portion of the evaluation process have been incorporated into Attachment W; (iv) the date by which Contractor is required to submit copies of permits in Proposal Forms 4, 5, 6, 7, and 8 which became Attachments O, P, Q, R and S (respectively) has been changed to require submittal within ten (10) days after the Effective Date; and (v) the schedule in Proposal Form 3 (which is now Attachment C) has been updated by Contractor to reflect the current schedule.. 7

ARTICLE 3. FRANCHISE AGREEMENT

- 3.01 Effective Date.** The Effective Date of this Agreement shall be _____, 2014. 8
- 3.02 Term.** The Term of this Franchise shall commence on the Effective Date and shall end at midnight on April 30, 2022, unless earlier terminated. Contractor's obligation to collect Recyclable Materials, other materials, and Municipal Solid Waste shall begin on May 1, 2014 at 12:01 a.m. 8
- 3.03 Option to Extend Term.** The Term of this Franchise may be extended as described in Section 6.08. In no event shall this agreement be extended beyond April 30, 2024. 9
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ARTICLE 4. COLLECTION OF RECYCLABLE MATERIALS, HOUSEHOLD WASTE, FOOD TRASH, OTHER MATERIALS AND MUNICIPAL SOLID WASTE

- 4.01 Scope of Work - General.** Except as otherwise provided herein, Contractor shall (a) collect Municipal Solid Waste generated at Residential Premises, Commercial and Business Establishments (including, among other things, City facilities), Multi-family dwellings, and Special Events within the City and deliver it to the Disposal Site approved by City, and (b) collect Recyclable Materials, and other items specified in Attachment B placed for Collection by participating residential Customers, Commercial and Business Establishments (including, among other things, City facilities), Multi-family dwellings, and Special Events within the City and deliver the materials to the Materials Recovery Facility, and/or Compost Facility and/or Construction and Demolition Debris Processing Facility designated by City. Notwithstanding the foregoing, the City does not guarantee that any particular type or quantity of Municipal Solid Waste, Recyclable Materials, or any other material will be available for Collection at any time during the term of this Franchise. Contractor acknowledges that the City cannot control the entire waste stream generated in Lake Forest, and cannot compel generators of certain materials to place those materials for collection by Contractor. Contractor further acknowledges that future changes in laws, regulations, and/or technology may affect the type and quantity of material that will be available for Collection by Contractor, and agrees that it will not be entitled to any rate increases, Franchise extensions, or other compensation of any kind due to such changes in types and quantities of materials available for Collection. The City shall have no obligation to affirmatively defend Contractor's rights granted under this Agreement, but shall reasonably cooperate with Contractor, at Contractor's expense, in Contractor's efforts to defend its rights..... 12
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Collection operations. The Implementation Plan covers Contractor's schedule (shown on a week-by-week basis) for hiring and training of personnel, acquiring necessary Collection vehicles and equipment, preparing Customer relations materials (including Collection schedules, route maps, billing forms, complaint forms, service request forms and so forth), distributing new MSW, Recycling, Yardwaste and Food Scrap Containers to Customers, is attached as Attachment C (Implementation Plan), and incorporated herein by this reference..... 14

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4.08 Hours of Collection. Collection of MSW and/or Recyclable Materials may occur only within the hours authorized by the City. Contractor may not collect MSW or Recyclable Materials earlier than 7:00 a.m. local time or later than 6:00 p.m. for Residential Premises, and no earlier than 7:00 a.m. local time or later than 6:00 p.m. for Commercial and Business Establishments. The City Manager or his/her designee if requested by Contractor may grant temporary site and route-specific exceptions. At the sole discretion of the City Manager, Contractor shall adjust the early morning start point of Collection routes to address and minimize customer complaints when warranted and practicable. 17

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ARTICLE 5. TRANSPORTATION AND DISPOSAL OF MSW OR PROCESSING OF RECYCLABLE MATERIALS..... 26

5.01 Transportation and Disposal of MSW. City has entered into an agreement dated June 16, 2009 with the County of Orange for utilization of the Orange County Landfill System for disposal of MSW (see Attachment I). Contractor shall transport and deliver all MSW collected pursuant to this Franchise to the Orange County Landfill System, and to the specific landfill designated by City, for the duration of the City's contract with the County of Orange, including any renewals or extensions. If the City-designated landfill becomes unavailable, Contractor shall transport and deliver all MSW collected pursuant to the Franchise to another landfill within the Orange County Landfill system as directed by City. If there is no other landfill available within that system, or in the event the City's landfill agreement with the County of Orange terminates during the Term, Contractor shall transport and deliver all MSW collected pursuant to the Franchise to such other Disposal site designated by the City Manager or his/her designee..... 29

In the event Contractor utilizes a transfer station for consolidation and transport of MSW or other materials collected in City during the Term, Contractor shall execute an agreement with the County of Orange as described in Section 3.1 (C) of Attachment I, entitling Contractor to be charged the Franchise Rate (as defined in Attachment I) for use of the Orange County Landfill System..... 30

5.02 Transportation of Single Stream and Single Material Recyclable Materials. Contractor shall transport and deliver for processing Single Stream Recyclable Materials and Single-Material Recyclables, and appropriate Bulky Goods to the CR&R Intermediate Processing Center (Western Avenue MRF), which is the City-approved Clean MRF identified in Attachment O. City Manager or his/her designee may designate different clean MRFs in the future if the Clean MRF becomes unavailable due to lack of required permits or other unforeseen events.....30
 In the event City directs Contractor to implement a SSC MRF Route as described in Attachment B, City may direct Contractor to deliver the material collected on the SSC MRF Route to the CR Transfer – Stanton Material Recovery Facility, which is the Dirty MRF identified in Attachment P. City Manager or his/her designee may designate different Dirty MRFs in the future if the Dirty MRF becomes unavailable due to lack of required permits or other unforeseen events.31

5.03 Transportation of Yardwaste. Contractor shall transport and deliver all Yardwaste to the City-approved landfills as Alternative Daily Cover (ADC) until regulatory conditions dictate otherwise. If the Tip Fee for ADC becomes more expensive than the tip fee for the Tierra Verde Compost Facility identified in Attachments Q and Qa, the City may direct Contractor to utilize the least expensive option. The City Manager or his/her designee may designate a different Compost Facility in the future if the Compost Facility identified in Attachment Q becomes unavailable due to lack of required permits or other unforeseen events.....31

5.04 Transportation of Food Scraps. Contractor shall transport and deliver all Food Scraps collected from Carts, Bins, Roll Off Boxes and Compactors pursuant to this Franchise to the City-approved American Organics Victor Valley Regional Composting Facility identified in Attachment R. The City Manager or his/her designee may designate a different Compost Facility in the future if said facility becomes unavailable due to lack of required permits or other unforeseen events.....31

5.05 Transportation of Construction and Demolition Debris. Contractor shall transport and deliver all Construction and Demolition Debris collected from Bins and Roll Off Boxes pursuant to this Franchise to the South County C&D Materials Recovery Facility, which is the City-approved Construction and Demolition Debris Processing Facility identified in Attachment S. The City Manager or his/her designee may designate different Construction and Demolition Debris Processing Facilities in the future if said facility becomes unavailable due to lack of required permits or other unforeseen events.32

5.06 No Use of Transformation Facility. Contractor and City agree that no Transformation Facilities will be used for processing of MSW or any other materials Collected within City during the Term. 32

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6.01 General. The costs proposed by Contractor shall include the costs of furnishing of all labor, supervision, equipment, materials, supplies and all other items necessary to perform the processing and materials marketing services required in a thorough, workmanlike and efficient matter.....35

6.02 Permits. Contractor shall utilize only processing facilities that are fully licensed and permitted under all applicable federal, state, regional and local laws, rules, and regulations. Within ten (10) calendar days after execution of the Agreement by both parties, Contractor shall deliver to City a package containing copies of all of the permits for the Clean MRF, the Compost Facility, the Food Scrap Processing Facility, the Construction and Demolition Debris Processing Facility and for any other Processing Facility and Transformation Facility approved by City that Contractor will use to process materials collected within City. Contractor shall simultaneously submit original signed contracts with each Processing Facility and Transformation Facility (unless owned by Contractor) evidencing the terms and conditions under which Contractor is entitled to utilize the facilities for processing of City’s materials.....35

6.03 Delivery of Residue to Landfill. Contractor shall deliver, or arrange to be delivered, all non-recyclable Residue from the operations at the Materials Recovery Facility (both Clean MRF and

Dirty MRF), the Compost Facility, the Food Scrap Processing Facility and the Construction and Demolition Debris Processing Facility to the City designated landfill. The parties acknowledge that City's existing arrangements with the Orange County Landfill System will expire in 2020. City will be responsible for renewing these arrangements and shall notify Contractor when such renewal has taken place. In the event that the Orange County Landfill System becomes unavailable to City for Disposal of MSW from City, Contractor shall assist City in identifying and researching potential alternate Disposal Sites and shall cooperate with City in switching to the alternate Disposal Sites identified by City. In such event, the provisions of Section 4.12 and Section 12.04 shall apply if the change in Disposal Site creates a change (either an increase or decrease) in the cost of transport or Disposal of MSW.35

6.04 MRF, Compost, Food Scrap and C/D Facility Operating Requirements. Contractor shall operate the Clean Materials Recovery Facility, the Dirty MRF (if directed by City), the Compost Facility, the Food Scrap Processing Facility and Construction and Demolition Debris Processing Facility it owns in compliance with all applicable federal, state, regional and local laws and regulations and shall adhere to the requirements of all permits for each facility. If Contractor is using facilities it does not own, it shall be Contractor's responsibility to investigate and determine that said facilities are operating in compliance with all applicable laws, rules, and regulations and permit requirements. (Note: In the event City has directed implementation of a SSC MRF Route and use of a Dirty MRF as described in Attachment B, City must have approved the use of the proposed Dirty MRF, and such approval shall only be given if the Dirty MRF meets the requirements of applicable law, including but not limited to Public Resources Code Section 42649 (b) (2) and all subsequent amendments, rules and regulations promulgated in furtherance thereof.) If, at any time during the Term, said facilities are not operating in compliance with all legal requirements, it shall be the duty of Contractor to immediately report the situation to the City. Upon receipt of such information, City may conduct an independent investigation of the situation, may require Contractor to utilize a different facility while City is conducting its investigation, or may take other actions City deems reasonable and necessary to protect the interest of the City, its customers, public health and safety and the environment.....36

6.05 Processing Requirements. Contractor shall process Single-Material Recyclables, Single Stream Recyclable Materials and SSC MRF Route materials in such a manner that satisfies the diversion implementation requirements of Table 1 Section 1.6 in Attachment B, and Section 6.06 of this Agreement.37

6.06 Diversion Tracking Requirement. Contractor shall track and report on the total Tons and percent of materials Collected by Contractor that are Diverted and Disposed during the Term. In order to earn the Phase 2 Franchise extension described in Section 6.08, Contractor must divert a minimum of fifty percent (50%) of all MSW, (including Recyclable Materials, Yardwaste, Food Scraps, and Construction and Demolition Debris) Collected by Contractor in the City on a calendar year basis, by the end of calendar year 2020. The Annual Diversion Rate shall be calculated by dividing the total Tons of MSW Disposed (including Residue attributable to the City from the processing operations at all of the Processing Facilities processing materials from City including, but not limited to, the Clean and Dirty MRFs, Compost Facility, Processing Facilities, and Construction and Demolition Debris Processing Facility and Transformation Facility) by the total Tons of all MSW collected by Contractor within the City. The Annual Diversion Rate shall be calculated as shown in Attachment BB. In order to earn the Phase 2 Franchise extension, Contractor must, in addition to diverting a minimum of fifty percent (50%) of the Tons Collected by Contractor in City, also divert a minimum of fifty percent (50%) of the Tons Collected by Contractor in each of the following categories: (a) Single Family, (b) Multi-Family, (c) Commercial and Business Establishments and (d) Roll Off materials handled by the Contractor. For purposes of this requirement, "Roll Off materials" includes both permanent and temporary bins and Roll Off Box

service, collection of Compactors of ten cubic yards or larger in size, and Construction and Demolition Debris Collection.....38

6.07 Reporting of Annual Diversion Rate Achieved. On or before March 15, 2015, and on or before March 15 in all subsequent years of the Term, Contractor shall report to City the Annual Diversion Rate for the preceding calendar year, including copies of all reports from the County of Orange and CalRecycle, all Processing Facilities and Transformation Facilities and all other records used as source documents for the Tons collected, processed and Disposed by Contractor for the prior calendar year. Contractor's report shall include a list of all Tons of MSW Disposed by Contractor at Disposal facilities, and shall include Residue from all Processing Facilities utilized by Contractor including but not limited to Clean and Dirty MRFs, Compost Facilities, Food Scrap Processing Facilities, Construction and Demolition Debris Processing Facilities and Transformation Facilities. The report will show the total Tons from City that have been Disposed. The report will also list the total Tons of MSW, Single-Material Recyclables, Single Stream Recyclable Materials, Yardwaste, Food Scraps, Construction and Demolition Debris and all other materials Collected from within City by Contractor, and the total number of Tons of said materials. Said report shall show the total number of Tons collected and diverted in each of the following categories: (a) Single Family residential, (b) Multi-Family residential, (c) Commercial and Business Establishments, and (d) Roll Off Box service. For purposes of this report Roll Off shall include both permanent and temporary Bins and Roll Off Box service, Collection of Compactors of ten (10) cubic yards or larger in size, and Collection of Construction and Demolition Debris. The report shall show the annual Diversion rate calculation as described in Section 6.06 herein and the resulting percentage of Tons disposed, as shown in Attachment BB. Late submittal of the annual diversion report shall result in the assessment of liquidated damages as listed in Section 13.09 D. Contractor shall provide a written response to any questions from City concerning the Diversion calculations and shall, if requested, meet with City to discuss the calculations, the underlying tonnage reports, and any other related issues. If requested by City, Contractor shall supply all additional documentation required to substantiate the Diversion rate calculation to the satisfaction of City. If requested, Contractor shall make available its personnel, consultants and other Persons who performed the Diversion rate calculations or prepared the tonnage reports used therein, to respond to questions from City or City's agents concerning the calculations. Contractor must provide explanations for and substantiation of all tonnages used in the Diversion Rate calculations including tons of materials delivered to transfer stations, materials recovery facilities, waste-to-energy and transformation facilities, construction and demolition waste processing facilities, composting facilities and Disposal Facilities. Any discrepancies in reported tonnages will be investigated by the City and must be resolved to the satisfaction of the City. No exceptions will be allowed to these reporting requirements. In the event Contractor fails to substantiate discrepancies in reported tons to the City's satisfaction by May 15 of any year, the annual adjustment of Contractor's rates described in Section 12.03 shall not occur for the period of July 1 through the following June 30 (a period of one year). If Contractor subsequently complies with all requirements of this Section 6.07, regular annual rate adjustments will resume the following year. However, in such event, the difference in the listed indexes shall be calculated only for the regular twelve month period as described in Attachment J, and shall not "look back" to the prior year, for which Contractor does not receive the annual adjustment. (By way of example, if Contractor's tonnage discrepancy for calendar year 2015 is not resolved to the satisfaction of the City by May 15, 2016, the annual rate adjustment scheduled for July 1, 2016 shall not occur.) Falsification of any tonnage record, negligent or intentional submittal of misleading or false information concerning the Tons Collected, processed, or Disposed, or use of false or misleading information in the Diversion calculation, shall be considered a material breach of this Franchise and grounds for immediate termination of Contractor's services by City..39

6.08 Diversion Incentive. Contractor may earn up to two (2) one-year extensions of the Franchise Term, as described herein.42

6.09 Marketing of Recovered Materials, Compost and Other Products. Contractor shall be responsible for marketing, or arranging for the marketing, of all Recovered Materials, all Compost product(s) and all other products, including but not limited to Anaerobic Digestate, biochar, methane, compressed natural gas, other marketable gas products and electricity generated or produced from the Processing Facilities utilized to process materials collected in City, including the Materials Recovery Facilities, Compost Facility, Food Scraps Processing Facilities and the Construction and Demolition Debris Processing Facility.45

6.10 Limits on Modes of Disposition. City may direct Contractor to stop delivering Recovered Materials for uses that do not qualify as Diversion for purposes of the Act. No Recyclable Materials or other materials, which have once been delivered to the Materials Recovery Facility, Compost Facility, Food Scrap Processing Facility or Construction and Demolition Processing Facility, shall be used for Alternative Daily Cover at solid waste landfills unless specifically allowed by CalRecycle regulations. No MSW of any kind may be disposed of on land at any location other than by delivery to the City designated landfill. No MSW of any kind may be disposed of in water or in the atmosphere.46

6.11 Biomass and Transformation. The Act allows City to utilize either Biomass or Transformation to divert up to ten percent (10%) of the fifty percent (50%) mandated annual diversion under the Act. (By way of example, if the City’s wastestream consisted of one hundred thousand (100,000) tons, then fifty percent (50%) diversion would mean that fifty thousand (50,000) tons were diverted. Ten percent (10%) of the fifty percent (50%) diversion would mean that tons Diverted by Biomass and Transformation could not exceed ten thousand (10,000) tons per year). If any of the Processing Facilities utilized by contractor to process Recyclable Materials or MSW pursuant to this Franchise, plan to use Biomass or Transformation for any of City’s materials, Contractor shall first submit to City a request to do so, including all pertinent information on the facilities to be used, the quantity of material to be processed, copies of permits for the facilities and all other information as may be requested by City. Contractor shall not proceed with use of Biomass or Transformation facilities unless Contractor has received written approval from City to do so. If approved by City, Contractor shall adhere to any conditions or restrictions that City may include with its approval.46

6.12 City Access to Processing Facilities. In addition to City’s rights under other provisions of this Franchise, City and its agents shall have the right at all reasonable times to enter each of the Processing Facilities to (a) observe operations, (b) observe compliance with permit requirements, (c) observe tonnage allocation and tonnage tracking procedures, and (d) for any other reasonable purpose.47

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8.02 Billing Records. Contractor shall keep records of all billing documents and customer account records including, but not limited to, invoices, customer payment coupons mailed with the invoice and collection notices, for a period of three (3) years after the date of receipt or issuance.

Contractor may, at its option, maintain those records in electronic form, hard copy, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner. 61

8.03 City Access to Billing Information. Contractor shall provide City with prompt access to all current and up-to-date billing information necessary to allow the City to respond to customer inquiries or complaints or as otherwise required by City. At request of City, Contractor shall provide “read only” electronic access to Contractor’s Customer billing records such that City employees can research billing inquiries and Customer account history from City Hall. Contractor shall cooperate with City to establish this “read only” function and shall ensure that City has access to Customer billing information in “real time” 62

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8.05 Service Complaints. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints relating to service and billing. Contractor shall record in a separate log, the format of which is approved by the City, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. This complaint log shall be available for inspection by City. In addition, Contractor shall compile a summary statistical table of the complaint log (or a copy of the log if requested by City) and submit the table, or copy, to City by the 20th day of each month, beginning in June 2014..... 64

8.06 Right to Terminate Service to a Premises. The Contractor may suspend or terminate MSW Collection services provided to any Premises if the Owner or occupant thereof (or other party responsible for payment) is delinquent in payment of such bills. 65

8.07 Change in Collection Schedule. Contractor shall obtain written approval from City prior to any change in Collection operations which results in a change in the day on which Collection occurs at Residential Premises. Contractor will comply with the requirements in Attachment B regarding notice to customers of changes in operations..... 65

8.08 Report of Accumulation of MSW or Unauthorized Dumping. Contractor shall direct its drivers to note: (i) the addresses of any Premises at which they observe that MSW is accumulating and is not being placed for Collection and (ii) the address, or other location description, at which MSW has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to City within two (2) working days of such observation..... 66

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9.01 General. Contractor recognizes that maintenance of accurate and complete records of its operations and timely submission to City of accurate and complete reports is an essential aspect of the services to be provided by it under this Franchise..... 67

9.02 Record Keeping. Contractor shall maintain accurate records of: (i) personnel, (ii) equipment, (iii) Collection operations, (iv) tonnages and Disposal used for MSW and Disposal of Residue from the following facilities: Clean MRF, Dirty MRF, Composting Facility, Food Scrap Processing Facility, Construction and Demolition Debris Processing Facility and Transformation Facility, (v) Diverted Tons of Recyclable Materials, Yardwaste, Food Scraps and Construction and Demolition Debris, (vi) customer service, (vii) billing and payment, (viii) sale of Recyclable Materials, Compost, Construction and Demolition materials, and any and all energy, Anaerobic Digestate, liquid and solid fertilizer, and all other products produced by an Anaerobic Digestion Facility, (ix) financial matters, and (x) other matters in such detail and format necessary to compile the reports required by this Franchise, including all reports listed in Attachment K. 67

9.03 Reporting. Contractor shall compile and submit complete and accurate Monthly, Quarterly, and Annual reports required by this Franchise, including those listed in Attachment K, in the format and at the frequencies specified..... 67

9.04 Inspection by City. The City shall have the right, but not the obligation, to observe and inspect all of the Contractor's operations involved in providing services under this Franchise to determine whether Contractor is performing in accordance with this Franchise and applicable laws and regulations. Contractor shall cooperate fully with such inspections, including inspections and observations of operations at all Processing Facilities and Transformation Facilities. In connection therewith, the City shall have the right to enter any of Contractor's facilities, observe operations and ask questions to the City Liaison. In no manner shall photographs or any manner of electronic media be allowed or taken without the specific written consent of the facility manager. The exception would be to allow photographs of the waste characterization process without the consent of the on-site manager. Guests will not disrupt any personnel without the specific approval of the facility manager. If City so requests, Contractor shall make specified personnel available to accompany City employees on inspections. City's access to, and observation of activities and operations at each Processing Facility shall not be restricted or impaired in any way by Contractor.

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9.05 Compliance Reporting. Contractor shall submit monthly, quarterly and annual reports to the City documenting the disposition of MSW, Recyclable Materials, Compost, Food Scraps, Anaerobic Digestate, and energy produced by the Anerobic Digestion Facility and shall format such reports so that they may be used by the City for City's compliance with the reporting requirements of the Act or any other subsequently enacted federal, state or local laws, rules, or regulations governing integrated waste management. All Contractor's reports are subject to audit by City, or by a third-party designated by City. The accuracy of all required reports to be submitted by Contractor are of paramount importance to City. Such reports show how Contractor is tracking and allocating diverted Tons, disposed Tons, residue Tons and Tons delivered to, and marketed from, Processing Facilities. The number of Tons diverted and disposed directly impacts both the City's Diversion rate as calculated by the Act, and the City's costs of Diversion and of compliance with the Act. Therefore, City may take all necessary steps and actions to audit, analyze and review any tonnage discrepancies or any other discrepancies, in Contractor's calculations, allocations, tonnage tracking and submitted documentation and records.....69

In the event that City discovers any material discrepancy in Contractor's reported Diversion or Tonnages, City will notify Contractor and Contractor shall have fourteen (14) calendar days to explain or otherwise resolve the discrepancy or discrepancies to the satisfaction of City. If there remains any doubt or question about the accuracy of Contractor's calculations, allocations, documentation or disposition of Tons of MSW, Recyclable Materials, Yardwaste, Food Scraps, Construction and Demolition Debris or any other materials, City may undertake a detailed examination of all information, documentation, calculations and other data.....69

Contractor shall reimburse City's actual costs up to fifty thousand dollars (\$50,000) in each calendar year for such analysis, research, and review. Contractor shall cooperate fully with City's efforts and shall provide in a timely manner all additional City-requested documentation, information, and records (both electronic and hard copy) and shall provide access to all City requested documents and records both of Contractor and of the Processing Facilities used to process Tons Collected in City.70

City will invoice Contractor for the actual cost of the additional tonnage and allocation review and Contractor shall pay the invoice within thirty (30) days of receipt. In the event that Contractor fails to pay City's invoice within thirty (30) days of receipt, the liquidated damages listed in Section 13.09 for late payment shall apply.....70

9.06 Annual Route Audit. Contractor shall conduct an annual audit, during the month of April of each year of this Agreement, of all Collection routes for MSW and Recyclable Materials including Yardwaste. The audit shall include, at a minimum: (i) the route number, (ii) identification number of vehicles servicing each route, (iii) number and type of accounts serviced by route and by truck,

(iv) number and sizes of Containers collected together with the frequency of Collection by route and by truck, (v) weight of MSW collected, (vi) weights of Single-Material Recyclables, Single Stream Recyclable Materials, Yardwaste, Food Scraps, and SSC MRF Route materials (if directed by City) by route and by truck, and (vii) any pertinent operational details. Results of the route audit shall be delivered to City in their entirety, including, but not limited to, maps of routes with each route numbered, survey sheets, logs, route lists, forms used to gather information, and other similar documents, within ten (10) working days of completion of the audit, and in no event later than May 20 of each year of the Term. The initial audit shall be performed in April 2015 with the report due by May 20, 2015. Said audit may be undertaken directly by Contractor or on behalf of Contractor by another party, but in either event shall be completed at Contractor's sole expense.70

9.07 Quarterly Diversion Allocation and Residue Audits at All City-Designated MRF's, Compost, Food Scrap Processing, Construction and Demolition Debris Processing, and Transformation Facilities. Contractor shall conduct quarterly audits, during the months of February, May, August, and November of each year during the term of this Agreement to establish an allocation method for calculating diversion of Recyclable Materials from the waste stream that are processed at Processing Facilities. The procedure to be followed in conducting said audits at each Processing Facility is included in Attachment N. The final audit report shall be submitted to City no later than the 15th day of the month following the month of the audit (e.g. by March 15 for the February audit). The first quarterly audit shall be conducted in August 2014. City shall have the right to have City staff or City's representatives present during any of the audits. Contractor shall give City a minimum of fifteen (15) calendar days written notice of the date and time Contractor shall conduct the audit. The quarterly audits and the reports on same shall be prepared at Contractor's sole expense. The results of the allocation audit shall be put into use as of the first day of the month following submittal of the report to the City and approval of the report and allocation method by City, and shall be used at all applicable Processing Facilities to allocate City's materials for Diversion.71

9.08 Annual City Review of Allocation Audit Procedures and Results. Each year of the Term, City shall have the right, but not the obligation, to conduct a review of the procedures used by Contractor to perform the allocation audits described in Section 9.07 and the results of said audits. If City desires to review the audit results and/or procedures, City will contact Contractor to schedule a meeting or series of meetings to discuss the procedures and results. At City's sole discretion, Contractor shall change the audit protocol, timing and frequency as directed by City and shall put such changes into effect with the next audit. City's review of audit procedures may include review of Contractor and Processing Facility records and on site visits to Contractors facilities and Processing Facilities. City's access to, and observation of activities and operations at each Processing Facility and at the Transformation Facility shall not be restricted or impaired in any way by Contractor.....72

ARTICLE 10. INDEPENDENT CONTRACTOR.....73

10.01 Contractor an Independent Contractor. In the performance of services under this Franchise, the Contractor shall be, and is, an independent contractor, and is not an agent or employee of the City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all Persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's employees and other agents.....74

10.02 No Partnership or Joint Venture Created. Nothing in this Franchise shall be construed as creating a partnership or joint venture between the City and Contractor, or as giving the City a

duty to supervise or control the acts or omissions of any Person performing services or work under the Franchise. 74

10.03 No Entitlement to City Benefits. Neither Contractor nor its officers, employees, agents or subcontractors shall be entitled to any retirement benefits, workers' compensation benefits or any other benefits which accrue to any City employees, and Contractor expressly waives any claim it may have to acquire to such benefits. Contractor agrees to defend and indemnify City for any claims brought by Contractor's employees against City for such benefits. 74

ARTICLE 11. INDEMNITY, INSURANCE, BOND 75

11.01 General Indemnification..... 75

Contractor shall indemnify, defend and hold harmless City, its officials, officers, employees and agents, 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, directly or indirectly, City's grant of this Franchise to Contractor, Contractor's breach of its obligations under this Franchise, or Contractor's performance of, or its failure to perform, its obligations under this Franchise. The foregoing indemnity shall not apply to the extent that the Claim is caused solely by the sole negligence or the intentional misconduct of City, its officers, employees or agents, but shall apply if the Claim is caused by the joint negligence of Contractor or other Persons. Upon the occurrence of any Claim, Contractor, at Contractor's sole cost and expense, shall defend (with attorneys reasonably acceptable to City) City, its officers, employees, and agents. Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Franchise. 75

11.02 Insurance..... 76

11.03 Faithful Performance Bond. Not later than ten days after execution of this Agreement by both parties, Contractor shall file with City a bond securing the Contractor's faithful performance of its obligations under this Franchise. The principal sum of the bond shall be One Million Dollars (\$1,000,000). The form of the bond shall be as set out in Attachment L. The bond shall be executed as surety by a corporation admitted to issue surety bonds in the State of California, regulated by the California Insurance Commissioner and with a financial condition and record of service satisfactory to City. 82

11.04 Alternative Security. City may, in its sole discretion, allow Contractor to provide alternative security in the amount set forth in Section 11.03, in the form of (a) a prepaid irrevocable standby letter of credit in form and substance satisfactory to City and approved by the City Attorney and issued by a financial institution acceptable to City, or (b) a certificate of deposit in the name of the City with a term satisfactory to City and with a financial institution acceptable to City. 83

11.05 Hazardous Waste Indemnification..... 83

11.06 Integrated Waste Management Act Indemnification. The parties agree that Contractor's implementation of all programs in Attachment B is vital to the City's compliance with the Act. Therefore, Contractor agrees to indemnify and hold harmless the Indemnitees against all fines and/or penalties imposed by CalRecycle: (i) based on Contractor's failure to comply with laws, regulations or permits issued or enforced by CalRecycle or the City; (ii) caused or contributed to by the Contractor's failure to perform its obligations under this Franchise, including, but not limited to, implementation of all programs in Attachment B in the timeframes required. This indemnity obligation is subject to the limitations and conditions in Public Resources Code Section 40059.1 but is enforceable to the maximum extent allowable by that Section. In the event that CalRecycle imposes penalties, fees and/or sanctions against City, Contractor shall, in addition to paying the fines and penalties, pay all City's costs and fees for staff time, consultants, attorneys and

all other costs of defending and resolving the issue of CalRecycle issuing fines, penalties and/or sanctions against City.....87

ARTICLE 17. CONTRACTORS' OBLIGATION TO CONTRACTOR.....

12.01 General. Contractor shall perform the services required by this Franchise in consideration for: (i) the right to charge customers the rates set forth on Attachment D as they may be adjusted as provided in this Article, and (ii) the right to retain all revenues, if any, from the sale of Recyclable Materials, Yardwaste, Food Scraps (including revenue from creation, sale and use of energy) and Construction and Demolition Debris. The revenues received from these two sources shall be the full, entire and complete compensation due to Contractor for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, profit and all other things necessary to perform all the services required by this Franchise in the manner and at the times prescribed. City shall not be obligated to make any payments to Contractor under this Franchise, including payments to compensate Contractor for delinquent or uncollectible amounts charged to Customers.

89

12.02 Initial Rates. The rates which Contractor may charge for services provided commencing May 1, 2014 shall be those set forth in Attachment D-2. These rates shall not be changed for the first fourteen (14) months of the Term, i.e., until July 1, 2015 and shall be quoted as May 2014 dollars. Rates are established to incentivize waste Generators to Divert as much MSW as possible in order to reduce their monthly collection bill. The initial rates are established to provide Collection of Single Stream Recyclable Materials and Single-Material Recyclable Materials at Business and Commercial Establishments at a cost that is fifty percent (50%) less than MSW Collection service.

12.03 Annual Rate Adjustments. The rates for service as set forth in Attachment D-2 shall be adjusted as of July 1, 2015 and as of July 1 for each ensuing year of the Term (including any extensions pursuant to Section 6.08) in accordance with Attachment J, following completion of the proceedings required under Article 13D, Section 6 of the California Constitution, and contingent upon the City not receiving a majority protest against the rate increase as part of such proceedings.

90

12.04 Disposal Charge (Tip Fee) Adjustments. If the tip fee charged at Orange County Landfills (or whatever City designated Disposal Site is then in use) is changed (increased or decreased) for whatever reason including, but not limited to, new or increased taxes or regulatory fees, the Disposal portion of the rates shall be adjusted according to the instructions provided in Attachment J, following completion of the proceedings required under Article 13D, Section 6 of the California Constitution, and contingent upon the City not receiving a majority protest against the rate increase as part of such proceedings. Disposal Charges are a pass through cost and Contractor shall not be entitled to receive or charge any profit, markup, overhead or administrative costs on Disposal Charges.....90

12.05 Franchise Fee. In consideration of the rights granted to Contractor hereunder, and in order to offset the City's costs in administering this Franchise including, but not limited to, planning, monitoring, and implementation of additional Diversion programs, additional public education on Diversion programs, technical consulting assistance on solid waste, recycling and other related issues, preparation of any studies required by the City or by CalRecycle related to compliance with the Act, preparation of required reports and documentation under the Act, monitoring of Contractor's performance under this Franchise, and any other City costs related to compliance with the Act, Contractor shall pay to the City a fee equal to five percent (5%) of Contractor's gross revenues derived from providing services under this Franchise (the "Franchise Fee"). Contractor shall remit the Franchise Fee monthly, within 30 days of the end of the calendar month for which the Franchise Fee is paid. Any overpayment to the City through error or otherwise shall be offset against the next payment due from Contractor without interest. Acceptance by the City of any payment due under this paragraph shall not be deemed to be a waiver by the City of any

breach of this Agreement, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City. In case of dispute between the City and Contractor regarding any amounts due, Contractor shall pay the undisputed portion of the amount claimed by the City as due and notify the City in writing at the time of payment as to any payment that is paid under protest, specifying the basis of its claim of overpayment. In addition, City may, in its sole discretion, increase the Franchise Fee at any time during the Term, by approving a commensurate increase in the rates set forth in Attachment D that is over and above the increases described in Sections 12.03, 12.04, 12.07 and 12.08. If City chooses to increase the Franchise Fee in this manner City shall notify Contractor in writing of the amount of the change, and the effective date of the change.....91

12.06 Late Fees. If the Franchise Fee is not paid on time as described in Section 12.05 the Contractor shall pay City a late fee, and not as interest, in an amount equal to ten percent (10%) of the amount owing for that month. Contractor shall pay an additional ten percent (10%) late fee for each additional thirty (30) day period that any amount of the Franchise Fee or both, remains unpaid. Contractor agrees that the late fees described herein reasonably reflect the City's costs to process delinquency calculations and notices, and to monitor the Contractor's services, all in an effort to collect delinquent Franchise Fees which, together with all other remedies afforded City under this Franchise (including any award of attorney's fees and costs), and in accordance with applicable laws, are intended to compensate City in any collection efforts in the event of Contractor's default in the payment of the Franchise Fee.....92

12.07 Adjustments to Rates Based on City-Directed Changes In Scope of Work. If the City has directed a change in the scope of work under Section 4.12 and either party believes that such change will increase or decrease the costs of providing service, the party which believes the rates should be adjusted shall, within thirty (30) calendar days after issuance of the notice of scope change, submit to the other party a proposed adjustment with complete supporting documentation of the cost calculations therein, and the parties shall thereafter meet and discuss the matter. City may request additional documentation, calculations and other information from Contractor in order to analyze information submitted by Contractor, or in order to make its own internal calculations of the cost change. Once the parties have formulated a cost adjustment, the City Council shall review the proposed adjustment and in the City Council's sole discretion, make the determination as to the appropriate amount of the adjustment. Only changes in Contractor's costs will be considered. No adjustment will be made to Contractor's compensation due to loss or reduction in any of the following: (a) Contractor's profits, (b) Contractor's revenues including, but not limited to, Processing Fees at a Contractor-owned and/or Contractor-operated Processing Facility; revenues from sale of Recyclable Materials, Compost, and/or Processed Construction and Demolition Debris; revenues from sale of energy and/or other products produced at an Anaerobic Digestion Facility.92

ARTICLE 13. DEFAULT AND REMEDIES 95

13.01 Events of Default. Each of the following shall constitute an event of default ("Contractor Default") hereunder:95

13.02 Right to Suspend or Terminate Upon Default.....97

13.03 Specific Performance. By virtue of the nature of this Franchise, the urgency of timely, continuous and high-quality service, the lead time required to effect alternative service, and the rights granted by City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate, and the City shall be entitled to injunctive relief to require Contractor to perform its obligations herein.....98

13.04 Use of Contractor Property Upon Default. In the event that Contractor fails to perform any of its obligations under Articles 4, 5, 6 or 7 and fails to perform such work within two (2) business days after notice from City, City shall have the right to use any of Contractor's land,

equipment, facilities and other property reasonably necessary for the provision of services hereunder and the billing and collection of fees for those services. The City shall have the right to continue use of such property until other suitable arrangements can be made for the provision of such services, which may include the award of a contract to another service provider.....98

13.05 Right to Perform. If this Franchise is suspended and/or terminated due to a Contractor Default, City shall have the right to perform and complete, by contract or otherwise, the work herein or such part thereof as it may deem necessary and to procure labor, equipment, and materials and incur all other expenses necessary for completion of the work and services provided for herein. If such expenses exceed the amounts which would have been payable to Contractor under this Franchise if it had been fully performed by Contractor, then Contractor shall pay the amount of such excess to City.....99

13.06 Payment for Use of Contractor's Property. If the City invokes its rights to use Contractor's equipment, facilities, and other property pursuant to Section 13.04, and such use continues after the period of time for which Contractor has already been paid, Contractor shall be entitled to the reasonable rental value of such property, which shall be offset against the damages due the City as a result of Contractor's Default. Contractor agrees that it will fully cooperate with the City to effect the City's use of such property. The City may immediately engage all or any personnel necessary for the provision of services, including, if the City so desires, employees previously employed by Contractor. Contractor further agrees, if the City so requests, to assist the City in securing the services of any or all management or office personnel employed by Contractor whose skills are reasonably necessary for the continuation of services. The City agrees that it assumes complete responsibility for the proper, normal use of such equipment and facilities while in its possession. Contractor agrees that the City's exercise of its rights under this section: (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of the City to Contractor other than the payment of reasonable rental value as provided for in this subsection; (iii) does not exempt Contractor from the indemnity provisions of Article 11 which are meant to extend to circumstances arising under this Section.99

13.07 Damages. Contractor shall be liable to City for all direct and consequential damages arising out of Contractor's Default. This section is intended to be declarative of existing California law. The City may offset such damages against sums which would otherwise be due to Contractor.

100

13.08 City's Remedies Cumulative. City's rights to suspend or terminate the Franchise under Section 13.02, to obtain specific performance under Section 13.03, to cure under Section 13.04 and to perform under Section 13.05 are not exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that the City may have, including a legal action for damages, including incidental, consequential and/or special damages under Section 13.07..... 100

13.09 Liquidated Damages. The parties acknowledge that consistent, courteous and efficient Collection of MSW, Recyclable Materials, Yardwaste and Construction and Demolition Debris is of utmost importance and City has considered and relied on Contractor's representations as to its quality of service commitment in entering into this Franchise. The parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The parties further recognize that if Contractor fails to achieve the performance standards, City and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Franchise, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Franchise was made. 100

13.10 City Default. City shall be in default under this Franchise (“City Default”) in the event City commits a material breach of the Franchise and fails to cure such breach within thirty (30) days after receiving notice from the Contractor specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, City shall not be in default so long as City promptly commences the cure and diligently proceeds to completion of the cure. 105

ARTICLE 14. OTHER AGREEMENTS OF THE PARTIES

14.01 Compliance with Law; Non-Discrimination. In providing the services required under this Franchise, Contractor shall at all times comply with all applicable laws of the United States, the State of California and City, with all applicable rules and regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term and with all permits affecting the services to be provided. Contractor shall not discriminate nor permit discrimination against any Person in a manner prohibited by federal or state law. 106

14.02 Assignment. Contractor acknowledges that this Franchise involves rendering a vital service to the City’s residents and businesses, and that the City has selected Contractor to perform the services specified herein based on: (i) Contractor’s experience, skill and reputation for conducting their operations in a safe, effective and responsible fashion, and (ii) Contractor’s financial resources to maintain the required equipment and services and to support its indemnity obligations to the City under this Franchise. The City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Franchise. 106

14.03 Subcontracting. Contractor shall not engage any subcontractors to perform any of the services required of it by this Franchise without the prior written consent of City. Contractor shall notify the City no later than ninety (90) days prior to the date on which it proposes to enter into a subcontract. City may approve or deny any such request in its sole discretion. 108

14.04 No Affiliated Entity. Contractor will not form or use any Affiliated Entity to perform any of the services or activities which Contractor is required or allowed to perform under this Franchise, other than as a subcontractor approved by City under Section 14.03. 109

14.05 Contractor’s Investigation; No Warranties by City. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding the Franchise and the work to be performed by it, and the Recycling and Source Reduction programs now in effect in the City. 109

14.06 Notice. All notices, demands, requests, proposals, approvals, consents and other communications which this Franchise requires, authorizes or contemplates shall, except as provided in Section 13.02, be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid (certified mail, return receipt requested), addressed as follows: 110

14.07 Representatives of the Parties

14.08 Right to Inspect Contractor Operations. City shall have the right, but not the obligation, to observe and inspect all of the Contractor’s operations under this Franchise. In addition, upon reasonable notice and without interference with Contractor’s operations, City may review and copy any of Contractor’s operational and business records related to this Franchise. If City so requests, Contractor shall make specified personnel available to accompany City employees on inspections and shall provide electronic copies of records stored in electronic media. 111

14.09 Maintenance and Review of Records, Submission of Reports. Contractor shall compile, on a daily basis, accurate records of its operations in sufficient detail to allow for accurate determinations of all matters that require periodic determination under this Franchise. City shall have the right during regular business hours to review and make copies of (at City's expense) any documents relevant to this Franchise, including, but not limited to, Contractor's billing and collection records, tonnage reports, route lists, maps and records maintained in electronic, magnetic and other media. 111

14.10 Right to Demand Assurances of Performance. If Contractor: (i) persistently suffers the imposition of liquidated damages under Section 13.09; (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (iii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or (iv) is the subject of a civil or criminal proceeding brought by a federal, state, regional or local agency for violation of an Environmental Law, City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Franchise, in such form and substance as the City may require. 112

14.11 Right of City to Permit and Franchise For Collection By Third Parties. Pursuant to Public Resources Code Section 40105, City designates Contractor as City's Authorized Recycling Agent. However, the parties acknowledge and agree that it is of vital importance to City that the Diversion programs described in Attachment B be implemented according to the timelines contained therein. Therefore if Contractor fails to achieve the minimum level of program implementation, as described herein, then the parties acknowledge and agree that from and after the date of such failure the City may (without Contractor's approval) permit, authorize, allow, invite and/or contract with entities other than Contractor to collect, Recycle, Process and/or Dispose of Residue from Recyclable Materials, Yardwaste, and Food Scraps generated at Commercial and Business Establishments, Multi-family complexes and at other Premises, regardless of whether or not the customer pays for the Collection and Recycling of such materials. 112

14.12 Force Majeure. Neither party shall be in default of its obligations under this Franchise in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "act of God" (including, but not limited to, flood, earthquake or other catastrophic events), war, insurrection, riot, or other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse (each, a "Force Majeure event"). The following are not force majeure events: labor unrest, picketing, strikes, work stoppage or slowdown, sickouts or other concerted job actions. A party claiming excuse under this Section must (1) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (2) notify the other party in writing within five (5) calendar days after the occurrence of the event specifying the nature of the event, the expected length of time that the party expects to be prevented from performing, and the steps which the party intends to take to restore its ability to perform. The party claiming excuse under this Section shall use its best efforts to remedy its inability to perform as quickly as possible. 114

14.13 Cooperation During Transition. At the expiration or earlier termination of the Term, Contractor shall cooperate fully with the City to ensure an orderly transition to any and all new service providers. In addition, during the last twelve months of the Term, Contractor shall allow prospective operators to observe its operations and shall make available to City all records and reports required to be submitted by this Franchise for use in the transition including, but to limited to, complete route lists and maps, customer account lists including customer name, address, type and frequency of service, billing information, and number, type and location of all Containers deployed by Contractor within City..... 116

14.14 No Damages for Invalidation of Franchise. If a final judgment of a court of competent jurisdiction determines that this Franchise, or any portion thereof, is illegal or was unlawfully

entered into by the City, neither party shall have any claim against the other for damages of any kind (including but not limited to loss of profits) on any theory. 117

14.15 Diversion Programs Not Restricted. Nothing in this Franchise shall restrict City’s participation or non-participation, or the nature or extent of its participation in, any Recycling and Diversion program, developed or operated by City, other agencies, or by one or more residents, businesses, commercial, industrial or retail operators, or other Persons, within City or other jurisdictions. 117

14.16 Reports as Public Records. The reports, records and other information submitted (or required to be submitted) by Contractor to City are public records within the meaning of that term in the California Public Records Act, Government Code Section 6250 *et seq.* Unless a particular record is exempted from disclosure by the California Public Records Act, it must be disclosed to the public by the City upon request. 117

ARTICLE 15. MISCELLANEOUS Provisions 118

15.01 Governing Law. This Franchise shall be governed by, and construed and enforced in accordance with, the laws of the State of California. 118

15.02 Jurisdiction. Any lawsuits between the parties arising out of this Franchise shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Franchise is made in and will be performed in Orange County and the exclusive venue is the Superior Court located in Orange County. 118

15.03 Binding on Successors. The provisions of this Franchise shall inure to the benefit of and be binding on the successors and permitted assigns of the parties. 118

15.04 Parties in Interest. Nothing in this Franchise is intended to confer any rights on any Persons other than the parties to it and their permitted successors and assigns. 118

15.05 Waiver. The waiver by either party of any breach or violation of any provisions of this Franchise shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Franchise. 118

15.06 Attachments. Each of the attachments, identified as Attachments “A” through “BB,” is attached hereto and incorporated herein and made a part hereof by this reference. 118

15.07 Entire Agreement. This Franchise, including the Attachments, represents the full and entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, either written or oral. 119

15.08 Section Headings. The article headings and section headings in this Franchise are for convenience of reference only and are not intended to be used in the construction of this Franchise nor to alter or affect any of its provisions. 119

15.09 Interpretation. This Franchise shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting. 119

15.10 Amendment. This Franchise may not be modified or amended in any respect except by a writing signed by the parties. 119

15.11 Severability. If a court of competent jurisdiction holds any non-material provision of this Franchise to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Franchise which shall be enforced as if such invalid or unenforceable provision had not been contained herein. 119

15.12 Costs and Attorneys’ Fees. The prevailing party in any action brought to enforce the terms of this Franchise or arising out of this Franchise may recover its reasonable costs expended

in connection with such an action from the other party. However, each party shall bear its own attorneys' fees..... 119

15.13 References to Laws. All references in this Franchise to laws, rules, and regulations shall be understood to include such laws, rules, and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided. In addition, references to specific governmental agencies shall be understood to include agencies that succeed to or assume the functions they are currently performing..... 120

15.14 City's Municipal Code. Contractor is aware of the provisions of City's Municipal Code relating to the Collection and Disposal of solid waste, specifically Title 16 (Integrated Waste Management) of the Lake Forest Municipal Code, including the right of City to amend those provisions. Contractor shall comply with all provisions of Title 16, as they may be amended..... 120

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**FRANCHISE AGREEMENT FOR THE COLLECTION, TRANSPORTATION,
PROCESSING AND DIVERSION OF RECYCLABLE MATERIALS AND OTHER
MATERIALS AND FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL
OF MUNICIPAL SOLID WASTE**

THIS FRANCHISE AGREEMENT is entered into as of the 4th day of March 2014, by and between the CITY OF LAKE FOREST, a municipal corporation (hereinafter referred to as the "City") and CR&R Incorporated, a California corporation (hereinafter referred to as "Contractor").

RECITALS

1. The State of California has found and declared that due to the amount of solid waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling, that there is an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has also found that the recycling or reuse of solid waste will conserve not only landfill capacity but also water, energy and other natural resources. The State has, through enactment of the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq. hereinafter referred to as the "Act"), directed responsible State Agencies, and all local agencies, to promote Recycling and to maximize the use of feasible Source Reduction, Recycling and Composting options in order to reduce the amount of solid waste that must be disposed of by land Disposal.

2. The City concurs in the aforementioned findings and declarations of the State of California.

3. In 2011 AB 341 was approved and signed into law amending the Act. The AB 341 amendments make a legislative declaration that it is the policy goal of the State of California that not less than seventy-five percent (75%) of Municipal Solid Waste be source reduced, recycled or composted by the year 2020 and required the California Department of Resources Recycling and Recovery (hereinafter referred to as "CalRecycle") to prepare a plan for submittal to the legislature on or before January 1, 2014 on the methods to accomplish this goal. AB 341 requires all businesses generating four (4) or more cubic yards of Solid Waste per week, and all Multi-family dwellings consisting of five (5) units or more, to arrange for Recycling services on or before July 1, 2012; and requires all local agencies to provide a commercial recycling program meeting specified criteria on or before July 1, 2012.

4. The City wishes to arrange for the operation and expansion of its existing Recycling programs and implementation of new comprehensive Recycling and other Diversion programs for single and Multi-family Residential Premises, Commercial and Business Establishments and other operations in the City, which entails the Collection of Single Stream Recyclable Materials, Single-Material Recyclable Materials, Yardwaste, Food Scraps, Construction and Demolition Debris and other materials and the delivery of these materials for processing and Diversion at Materials Recovery Facilities, Compost Facilities, Construction and Demolition Debris Processing Facilities and other Processing Facilities. These Recycling, Composting and other Diversion

programs are integral and important components of the City's strategy for complying with the Act and are, therefore, of paramount importance to the City.

5. In June 2013, the City authorized issuance of a Request For Proposals For the Collection, Transportation, Processing and Diversion of Recyclable Materials and other materials and for Collection, Transportation and Disposal of Municipal Solid Waste. The City has evaluated the two proposals submitted and has determined that the Contractor has proposed to provide such services in a manner and on terms which are in the best interests of the City, its residents and businesses, taking into account the qualifications and experience of the Contractor, the Contractor's demonstrated commitment to Recycling and Diversion of materials from Disposal, and the cost of providing such services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Franchise Agreement, and for other good and valuable consideration, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

1.01 Definitions. Unless otherwise defined in this Franchise, capitalized terms used in this Franchise shall have the meanings set forth in the definitions contained in Attachment A, attached hereto and incorporated herein by this reference.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

2.01 Legal Status. Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and is qualified to do business in the State of California.

2.02 Authority. Contractor has the authority to enter into and perform its obligations under this Franchise. Contractor has taken all actions required by law, or otherwise to authorize the execution of this Franchise.

2.03 Franchise Duly Executed. The Persons signing this Franchise on behalf of Contractor have been authorized to do so, and this Franchise constitutes a legal, valid and binding obligation of Contractor.

2.04 No Conflict with Applicable Law or Other Documents. Neither the execution and delivery by Contractor of this Franchise, nor the performance by Contractor of its obligations hereunder: (i) conflicts with, violates or will result in a violation of any existing applicable law; or (ii) conflicts with, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing contract or instrument to which Contractor is a party, or by which Contractor is bound.

2.05 No Litigation. There is no action, suit, proceeding, or investigation at law or in equity, before or by any court or governmental entity, pending or threatened against Contractor, or otherwise affecting Contractor, wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would materially adversely affect Contractor's performance hereunder, or which, in any way, would adversely affect

the validity or enforceability of this Franchise, or which would have a material adverse effect on the financial condition of Contractor.

2.06 Financial Condition. Contractor has made available to City information on its financial condition. City has relied on this information in evaluating the sufficiency of Contractor's financial resources to perform this Franchise. To the best of Contractor's knowledge, this information is complete and accurate, does not contain any material misstatement of fact and does not omit any fact necessary to prevent the information provided from being materially misleading.

2.07 Expertise. Contractor has the expertise and professional and technical capability to perform all of its obligations under this Franchise.

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

2.09 Statements and Information in Proposal. The Proposal submitted to City by Contractor and information submitted to City supplementary thereto does 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. Contractor's Proposal is attached hereto as Attachment Y. The parties have made the following changes to items submitted in Contractor's original Proposal: (i) In Proposal Form 10 "Collection Vehicles to be

Furnished by Contractor” (now Attachment F) the Autocar cabs and chassis for the side-loader, front-loader and rear-loader vehicles have been replaced with Peterbilt cabs and chassis because the Peterbilt vehicles were available sooner than the Autocar vehicles; (ii) in Proposal Form 24 “Contractor-Proposed Cost-Saving Innovations for Operations” (now Attachment H) the items originally labeled #2 “Residential Cart Colors” and #4 “The Future of Solid Waste Management” have been deleted because the City chose not to pursue those suggested innovations; (iii) in Proposal Form 13 “Diversion By Waste Stream” (now Attachment W) the correction of a mathematical error in the original Proposal Form 13 and clarifications submitted by Contractor during the question and answer process portion of the evaluation process have been incorporated into Attachment W; (iv) the date by which Contractor is required to submit copies of permits in Proposal Forms 4, 5, 6, 7, and 8 which became Attachments O, P, Q, R and S (respectively) has been changed to require submittal within ten (10) days after the Effective Date; and (v) the schedule in Proposal Form 3 (which is now Attachment C) has been updated by Contractor to reflect the current schedule.

ARTICLE 3. TERM OF AGREEMENT

3.01 Effective Date. The Effective Date of this Agreement shall be March 4, 2014.

3.02 Term. The Term of this Franchise shall commence on the Effective Date and shall end at midnight on April 30, 2022, unless earlier terminated. Contractor’s obligation to collect Recyclable Materials, other materials, and Municipal Solid Waste shall begin on May 1, 2014 at 12:01 a.m.

3.03 Option to Extend Term. The Term of this Franchise may be extended as described in Section 6.08. In no event shall this agreement be extended beyond April 30, 2024.

3.04 Conditions to Effectiveness of Agreement.

A. Obligation of City to Perform. The obligation of the City to perform under this Franchise is subject to satisfaction, on or before the Effective Date, of each of the conditions set out below, each of which may be waived in whole or in part by City:

1. Accuracy of Representations. The representations and warranties made by Contractor in Article 2 of this Franchise shall be true and correct on and as of the Effective Date.

2. Absence of Litigation. There shall be no litigation pending on the Effective Date in any court challenging the execution of this Franchise or seeking to restrain or enjoin its performance.

3. Furnishing of Bond and Guaranty. Contractor has furnished the performance bond required by Section 11.03 and the guaranty required by Section 15.16, meeting the requirements of this Franchise.

4. Furnishing of Evidence of Insurance. Contractor has furnished satisfactory evidence of insurance required by Section 11.02.

5. Effectiveness of City's Approval. The approval of this Franchise by City shall have become effective, pursuant to California law, on or before the Effective Date.

6. Reimbursement of City Procurement Costs. Concurrent with executing this Agreement, Contractor shall have paid to City the sum of \$84,700 to reimburse City for its costs for conducting the competitive procurement process for this Franchise Agreement.

City may waive the satisfaction of the conditions described in Section 3.04.A.3 and 4, allow this Franchise to become effective, and exercise its rights and remedies under this Franchise for Contractor's failure to furnish the bond, the guaranty, or the evidence of insurance.

B. Obligation of Contractor to Perform. The obligation of Contractor to perform under this Franchise is subject to the satisfaction on or before the Effective Date of both of the conditions set forth below, each of which may be waived in whole or in part by Contractor.

1. Absence of Litigation. There shall be no litigation pending on the Effective Date in any court challenging the execution of this Franchise, or seeking to enjoin its performance.

2. Effectiveness of City's Approval. The approval of this Franchise by the City shall have become effective, pursuant to California law.

C. Notice. If either party wishes to assert that a condition for its benefit has not been satisfied and has not been waived, it must deliver written notice to

that effect to the other party on the Effective Date. If no such notice is received, the Franchise will become effective on the Effective Date.

Each party is obligated to perform in good faith the actions, if any, which this Franchise requires it to perform before the Effective Date and to cooperate towards the satisfaction of the conditions set forth above.

ARTICLE 4. COLLECTION OF RECYCLABLE MATERIALS, YARDWASTE, FOOD SCRAPS, OTHER MATERIALS AND MUNICIPAL SOLID WASTE

4.01 Scope of Work – General. Except as otherwise provided herein, Contractor shall (a) collect Municipal Solid Waste generated at Residential Premises, Commercial and Business Establishments (including, among other things, City facilities), Multi-family dwellings, and Special Events within the City and deliver it to the Disposal Site approved by City, and (b) collect Recyclable Materials, and other items specified in Attachment B placed for Collection by participating residential Customers, Commercial and Business Establishments (including, among other things, City facilities), Multi-family dwellings, and Special Events within the City and deliver the materials to the Materials Recovery Facility, and/or Compost Facility and/or Construction and Demolition Debris Processing Facility designated by City. Notwithstanding the foregoing, the City does not guarantee that any particular type or quantity of Municipal Solid Waste, Recyclable Materials, or any other material will be available for Collection at any time during the term of this Franchise. Contractor acknowledges that the City cannot control the entire waste stream generated in Lake Forest, and cannot compel generators of certain materials to place those materials for collection by Contractor. Contractor further acknowledges that future changes in laws, regulations, and/or technology may affect the type and quantity of material that will be available for Collection by Contractor, and agrees that it will not be entitled to any rate increases, Franchise extensions, or other compensation of any kind due to such changes in types and quantities of materials available for Collection. The City shall have no obligation to affirmatively defend Contractor's rights granted under this

Agreement, but shall reasonably cooperate with Contractor, at Contractor's expense, in Contractor's efforts to defend its rights.

The work to be done by Contractor includes the furnishing of all labor, supervision, equipment, materials, supplies, vehicles and equipment, storage and maintenance facilities, and all other items necessary to perform the services required under this Franchise in a thorough, workmanlike and efficient matter, so that residents, businesses and public and private institutions within the City are provided reliable, courteous and high-quality services at all times. The enumeration of, and specification of, requirements for particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others that may be required, whether enumerated or not.

Contractor shall perform all work in accordance with Attachment B, all provisions of which are incorporated herein by this reference, whether or not such provisions are specifically referred to in any other section of this Franchise. In addition, to the extent that Contractor's Proposal includes promises to perform services in addition to, or at a higher standard of service than those required by the Request for Proposals, those promises are incorporated into this Franchise and Contractor hereby ratifies its agreement to perform as promised.

When implementing all of the Diversion programs described in Attachment B, Contractor shall follow the CalRecycle Diversion hierarchy as specified in Public Resources Code Sections 40051 and 40196 as follows: Source Reduction, reuse of materials for other purposes which avoid Disposal (not listed in Public Resources Code), Recycling and Composting, environmentally safe Transformation, and environmentally safe Landfill (Disposal). Contractor shall also implement programs and

utilize Processing Facilities in order to obtain the highest and best use for Diverted materials. Contractor shall (a) follow the CalRecycle hierarchy and (b) obtain the highest and best use for Diverted materials, to the satisfaction of the City.

The City has approved the plans for several large residential developments (some of which contain Commercial and Business Establishments), as described in Attachment U (Planned Residential and Commercial Development), and incorporated herein by this reference. Contractor shall provide all of the services described in this Franchise to the new Residential Premises, as well as to any and all Commercial and Business Establishments (including, but not limited to, City facilities), Multi-family dwellings, and Special Events in these new developments as the new developments are constructed and occupied during the Term. The timeframes for occupancy of the new developments were provided to the City by the developer(s) of each project. City makes no warranty or guarantee that any of the projects will be constructed. City further makes no warranty or guarantee that if constructed, the projects will contain the number(s) or type(s) of Residential Premises and Commercial Business Establishments contained in Attachment U. City further makes no warranty or guarantee that any of the Residential Premises or Commercial Business Establishments will be occupied at the time(s) listed in Attachment U.

4.02 Implementation Plan. The parties recognize that substantial planning and preparation will be required to ensure a successful initiation of Collection operations by Contractor on May 1, 2014. To that end, Contractor has prepared a detailed Implementation Plan addressing the steps Contractor will take, and the schedule on which it will take them, to prepare for commencement of Collection operations. The

Implementation Plan covers Contractor's schedule (shown on a week-by-week basis) for hiring and training of personnel, acquiring necessary Collection vehicles and equipment, preparing Customer relations materials (including Collection schedules, route maps, billing forms, complaint forms, service request forms and so forth), distributing new MSW, Recycling, Yardwaste and Food Scrap Containers to Customers, is attached as Attachment C (Implementation Plan), and incorporated herein by this reference.

Contractor shall diligently adhere to the Implementation Plan and shall meet periodically, whenever City requests, to review its progress. Failure to adhere to the Implementation Plan, including its schedule, shall constitute a breach of this Franchise which, if uncured, shall constitute a default under Section 13.01.

The specific plans and other materials required to be submitted under the Implementation Plan are subject to City's review and approval. City will endeavor to take actions, make decisions, and provide directions to Contractor in accordance with the schedule and time allowances set forth in Attachment C, so as not to delay Contractor's adherence to the Implementation Plan schedule.

4.03 Residential MSW Collection.

A. Regular Collections. Contractor shall collect all MSW generated at Residential Premises within the City and placed for Collection at curbside, and at sideyard/backyard locations by Customers who request such Collection under Section 2.05.1 of Attachment B. MSW shall be collected from such Premises at the frequencies and in the manner described in Attachment B, Section 2.

4.04 Commercial/Business MSW Collection. Contractor shall collect all MSW generated at Commercial and Business Establishments within the City and placed for Collection. MSW shall be collected from such Premises at the frequencies and in the manner described in Attachment B, Section 3.

4.05 City Events MSW Collection. Contractor shall collect all MSW generated at up to twenty (20) City-sponsored Special Events per calendar year during the term of this Agreement at no charge to the City as described in Section 3.13 of Attachment B.

4.06 Diversion Programs.

A. Residential Recycling. The Contractor shall collect Recyclable Materials, Yardwaste (and Food Scraps if directed by City) generated at Residential Premises placed for Collection in Contractor- provided Containers at the curbside. Contractor shall also collect Single Stream and Single-Material Recyclable Materials, Yardwaste (and Food Scraps if directed by City) generated at Residential Premises, placed for Collection at curbside and backyard or sideyard locations by Customers who request backyard or sideyard Collection under Section 2.05.1 of Attachment B.

Recyclable Materials shall be collected from Residential Premises at the frequencies and in the manner described in Attachment B, Section 2.

B. Commercial/Business Recycling. Contractor shall collect Recyclable Materials, Yardwaste and Food Scraps from participating Commercial and Business Establishments at the frequencies and in the manner described in Attachment B, Section 3. Contractor shall also provide Containers and Collection service for

Recyclable Materials and Food Scraps for up to twenty (20) special events sponsored by the City per calendar year as described in Section 3.13 of Attachment B.

4.07 Other Services and Special Services.

A. Other Services. Contractor shall provide other Collection services as requested by Customers in the City on an on-call basis, including Bin, Roll Off Box and Compactor service described in Attachment B, Section 3.

B. Special Services. Contractor shall provide special services as described in Attachment B that include, but are not limited to:

- Bulky Goods Collections
- Special Events Collections
- Holiday Greenery Collection and Recycling
- Holiday Greenery Drop Off and Recycling
- Electronic Waste and Universal Waste Collection and Recycling
- Electronic Waste, Universal Waste and Household Hazardous Waste Drop Off Events
- Collection and Recycling of Bulky Goods containing Freon

4.08 Hours of Collection. Collection of MSW and/or Recyclable Materials may occur only within the hours authorized by the City. Contractor may not collect MSW or Recyclable Materials earlier than 7:00 a.m. local time or later than 6:00 p.m. for Residential Premises, and no earlier than 7:00 a.m. local time or later than 6:00 p.m. for Commercial and Business Establishments. The City Manager or his/her designee if

requested by Contractor may grant temporary site and route-specific exceptions. At the sole discretion of the City Manager, Contractor shall adjust the early morning start point of Collection routes to address and minimize customer complaints when warranted and practicable.

No Collections shall occur on the following days: January 1, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Sundays. No Collections shall occur on Saturdays for Residential Premises except for missed pick-up service and for a holiday that falls on a preceding Friday. When a holiday falls on a weekday, Collection service will be performed on the following day. For example, if a holiday falls on a Monday, service scheduled for Monday will be provided on Tuesday, service scheduled for Tuesday on Wednesday and so on. If a holiday falls on a Saturday, service will be provided the following Monday.

Contractor shall coordinate with the City Manager or his or her designee to ensure that the Collection of MSW, Yardwaste, Food Scraps and/or Recyclable Materials is compatible with, and does not interfere with, City's street sweeping operations.

4.09 Collection Standards.

A. Care of Property. Contractor shall use due care when handling MSW, Recycling, Food Scrap and Yardwaste Containers. Containers shall not be thrown from trucks, roughly handled, damaged or broken. Containers shall be returned to the Collection point upright, with lids properly closed.

Contractor shall ensure that its employees close all gates opened by them in making Collections, unless otherwise directed by the Customer, and avoid crossing landscaped areas and climbing or jumping over flower beds, hedges, fences, and other building appurtenances.

City shall refer complaints about damage to private property, including common areas in common-area subdivisions, to Contractor. Contractor shall promptly and at its sole expense repair, or arrange for the repair of, all damage to private property caused by its employees, including but not limited to vehicles, overhangs, carports, streets, curbs, sidewalks, paved areas.

B. Noise. All Collection operations shall be conducted as quietly as possible and shall conform to City noise level regulations. The noise level during the stationary compaction process shall not exceed 75 decibels at a distance of 25 feet from the Collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise testing by an independent testing facility of a representative sample of Collection vehicles. The City may also conduct random checks of noise emission levels to ensure such compliance.

C. Private and Public Streets. Contractor shall use its best efforts to prevent damage to all streets over which its Collection equipment may be operated, and Contractor shall obtain all required approvals for operation of its Collection vehicles on private streets. In the event Contractor damages public streets to an extent that exceeds normal wear and tear (e.g. hits and damages a public curb, sidewalk, or driveway or creates a hole in the pavement that must be repaired) City will notify

Contractor and Contractor shall be responsible for the cost of repairing the damage, which will be performed by City. Contractor shall comply with all requirements for placement of Containers, including Roll Off Boxes in the public right of way, including compliance with encroachment permits pursuant to Lake Forest Municipal Code.

Contractor shall use its best efforts to prevent spills of fuel, fluids (such as oil, hydraulic fluid, brake fluid, etc.) on streets, and if such a spill occurs, Contractor shall immediately notify the City (including the Director of Public works or his/her designee and the City's NPDES Coordinator) and all proper regulatory authorities of said spill and release of fluids, and shall clean, at Contractor's expense, the spilled fluids in coordination with, and to the satisfaction of, City and applicable regulatory agencies. Upon a release of such fluids, the driver shall immediately park the vehicle and it shall remain parked until the leak is repaired. In such event Contractor shall not park the leaking vehicle within two hundred (200) feet of a storm drain and shall utilize absorbent material, sand bags or other appropriate means to prevent leaking fluids from entering storm drains. In the event of any type of spill or other emergency, Contractor shall be responsible for securing the immediate safety of the vehicle driver, all other employees of Contractor and all persons and property in the surrounding vicinity.

D. Customer Privacy. Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying the contents and composition of a Customer's MSW, Recyclable Materials, Yardwaste or Food Scraps shall not be revealed to any Person, governmental unit, private agency or company, unless authorized by the Customer or by order of a court of law, or by statute. This provision shall not be construed to prohibit Contractor from preparing, participating in, or assisting

in the preparation of solid waste characterization studies and waste stream analyses that may be required by the Act, or in performing the audits required pursuant to Section 9 herein or providing information necessary for City to comply with the Act and to obtain information required for City to exercise its police powers. Contractor shall not market or distribute customer mailing lists to any party except the City.

4.10 Litter Abatement.

A. Minimization of Spills. Contractor shall use due care to prevent MSW, Yardwaste, Food Scraps and Recyclable Materials from being spilled or scattered during the Collection or transportation process. If any MSW, Yardwaste, Food Scraps or Recyclable Material is spilled, Contractor shall promptly clean up all spilled materials whether on private or public property. Each Collection vehicle shall carry a broom and shovel at all times for this purpose.

Contractor shall not transfer loads from one vehicle to another on any public street or private roadway, unless it is necessary to do so because of mechanical failure or damage to a Collection vehicle that renders it inoperable and the vehicle cannot be towed.

B. Clean Up of Existing Litter. The Contractor shall clean up existing litter in the immediate vicinity of any MSW, Recyclable Materials Food Scrap or Yardwaste Collection area (including the areas on private and public property where Containers are delivered for Collection) whether or not Contractor has caused the litter. Contractor shall notify the Customer and the City after the second occurrence of existing litter and shall send City a photograph of the littered area. City's Code

Enforcement Officer and one of the Contractor's Recycling Coordinators will make an on site inspection to discuss the situation with the Customer and/or property owner or manager responsible for the property. If the litter and debris is being caused by illegal dumping, the City and the Recycling Coordinators will work with the property owner and manager to utilize locked enclosures or Bins with locking lids to prevent entry. If the cause of the litter is under-subscription to the Collection service, the City and Recycling Coordinators will work with the Customer and/or property owner or manager to determine the appropriate size Container(s) and frequency of Collection required to alleviate the problem.

C. Clean Up of Illegal Dumping. Contractor shall respond to all calls from City regarding spilled or illegally dumped MSW, Yardwaste, food Scraps, Recyclable Materials, or Bulky Items that are identified in locations other than Customer MSW enclosures (such as empty parking lots, on City streets, etc.) during regular work hours and, in emergencies, at night and on weekends. Contractor shall collect and deliver such material to the City designated Disposal Facility (or, in the case of Recyclable Materials, to the City-designated MRF, Compost Facility, or Construction and Demolition Debris Processing Facility) provided such material does not exceed in volume the amount that can be collected by a two-person crew utilizing a pick up truck or Collection vehicle.

D. Covering of Loads. Contractor shall place covers on all open debris Containers and transfer trucks during transport to the Disposal facility, Materials Recovery Facility, Compost Facility, Construction and Demolition Debris Processing Facility and all other Processing Facilities.

4.11 Hazardous Waste

A. General. Contractor shall be aware of, and comply with, all laws, rules, and regulations relating to the handling and transportation of Hazardous Waste, including those requiring training and documentation. If Contractor observes any substances which it believes to contain Hazardous Waste within the City, including but not limited to in Containers designed for MSW, Yardwaste, Food Scraps, Recyclable Materials or Construction and Demolition Debris, Contractor shall not collect such Hazardous Waste but shall immediately notify the appropriate regulatory agencies and the City. The preceding sentence does not apply to the Collection of Electronic Waste and Universal Waste components that are classified as Hazardous Waste or Bulky Goods (i.e. refrigerators) that contain Freon, pursuant to this Franchise. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on City property, including storm drains, streets, or other public rights of way, Contractor shall notify City Manager, or the City Manager's designee immediately.

B. Notice to Customers. Contractor shall notify all Customers at least once a year with a mailing separate from other notices and brochures, of: (i) the prohibition against the Disposal of Hazardous Waste in authorized Containers, Bins, Compactors or Roll-off Boxes; and (ii) the obligation of each Customer to provide for the proper handling and disposition of Hazardous Waste. To the extent that Contractor has actual knowledge of the existence of such Hazardous Waste in a Container placed for Collection, Contractor shall not collect such Container. Contractor shall, prior to leaving

the location where such Hazardous Waste has been observed, leave a tag at least 2" x 6" that informs the customer why the Collection was not made and lists the telephone number for the Orange County Department of Environmental Management.

C. Contractor to Segregate and Dispose. In the event Contractor inadvertently collects any Hazardous Waste and during the course of transportation and disposition at a Disposal Facility, Materials Recovery Facility, Compost Facility, Construction and Demolition Debris Processing Facility, other Processing Facility or Transformation Facility and becomes aware that it has collected such Hazardous Waste, Contractor shall segregate the Hazardous Waste, and shall arrange for its transport and Disposal to a properly permitted Recycling, treatment or disposal facility of Contractor's choosing at Contractor's sole expense. Contractor shall be solely responsible for the transport and disposition of all Hazardous Waste that is collected by Contractor. City will cooperate with Contractor attempts to locate and collect the costs of such transport and disposition from the responsible Customer.

D. Operating Procedures and Employee Training. Contractor shall establish, implement and maintain written operating procedures designed to ensure Contractor's utilization of techniques generally accepted in the waste hauling industry for cities of the size and nature of the City of Lake Forest, to handle and dispose of Hazardous Waste and its compliance with the provisions of this Section 4.11 and all applicable laws, rules, and regulations. Contractor shall establish, implement and maintain an employee training program and shall ensure that employees responsible for the identification of Hazardous Waste are fully trained to properly handle and dispose of

Hazardous Waste. Contractor shall maintain documentation which describes the training received by its employees.

E. Hazardous Waste Diversion Records. Contractor shall maintain records showing the types and quantities, if any, of Hazardous Waste found in MSW at Residential Premises and generated at Commercial and Business Establishments and which was inadvertently collected from service recipients within the City, but diverted from landfilling.

4.12 City's Right to Change Scope of Work. City may, without amending this Franchise, direct Contractor to cease performing one or more of the services described in Articles 4, 5, 6, and/or Attachment B, may direct Contractor to modify the scope of one or more of such services, may direct Contractor to perform additional Collection services and processing services, and may similarly modify Contractor's obligations under other provisions of this Franchise.

The changes that City may direct include, but are not limited to, program expansions, new Diversion Programs to comply with the Act, modifying or stopping certain Diversion programs and/or specified portions of programs, change of Processing Facility, providing pilot programs and innovative services which may entail new Collection methods, different types of services, equipment and/or new requirements for Customers, and compliance with new laws, rules, and regulations.

If such changes cause an increase or decrease in the cost of performing the services, an appropriate adjustment in the Contractor's rates may be made as provided

in Section 12.07. Contractor will continue to perform the new or changed service while the appropriate adjustment in rates, if any, is being determined.

The work to be performed by Contractor, including the scope of work in Attachment B, includes optional tasks and programs (referred to in Attachment B as Phase 2, Class 2 programs) that City, in its sole discretion, may choose to implement during the Term. Contractor has provided City with rates to be charged to Customers for all of the Phase 2 Class 2 programs in Attachment B. If City chooses to implement any of those program(s), the provisions of this Section 4.12 shall not apply. Instead, the rate(s) for said program(s) shall be adjusted for the passage of time as described in Attachment J. The revenue from such rates, plus the revenue from sale of any Recyclable Materials, Diverted materials and any energy produced shall constitute the full and complete compensation to Contractor for implementing such program(s).

In the event the City eliminates one or more work tasks or programs from Contractor's scope of work pursuant to Section 14.11, Contractor shall cease performing such work task(s) and/or program(s) and shall not charge any rates for the provision of such work task(s) or program(s) to Customers.

In the event that City and Contractor cannot agree on the cost or other terms for a change in the scope of work pursuant to this Section 4.12 within ninety (90) days of City's direction of the change in scope, City may (without Contractor's approval) authorize, permit, allow, invite and/or contract with entities other than Contractor to Collect, Recycle, Divert and Dispose of Recyclable Materials, Yardwaste, Food Scraps, Construction and Demolition Debris or other materials generated at Residential, Commercial and Business Establishments, Institutional or other Premises, regardless of

whether or not the Customer pays for the Collection, Recycling or Diversion of such materials.

4.13 Attendance At Meetings With City. Contractor shall attend monthly status meetings with City representatives and agents beginning in May 2014. The date, time and location for meetings will be established by the City, in consultation with the Contractor. Contractor shall provide all necessary and appropriate personnel to attend each meeting such that the topics on the agenda can be addressed fully and completely. At the sole discretion of the City, additional meetings may be convened to continue to address issues not resolved at the monthly meetings and to address specific events, issues or concerns as needed by the City. Topics to be covered at the monthly meetings include progress on the Implementation Plan, progress toward the Annual Diversion Requirement, the Quarterly Tonnage Allocation Audits, review of implementation of all items in the Scope of Work, review of monthly reporting documents, planning for upcoming Special Events, and any other items relevant to the accomplishment of all tasks and attainment of all performance standards contained in the Franchise.

4.14 Ownership of Municipal Solid Waste and Recyclable Materials. Ownership and the right to possession of all MSW, Yardwaste, Food Scraps and Recyclable Materials shall be transferred to Contractor from the Customer once such materials are placed in Containers and properly placed at the designated Collection location, by operation of this Franchise and pursuant to Chapter 16.09.000 of the Lake Forest Municipal Code. At no time shall the City obtain any right of ownership or possession of MSW, Yardwaste, Food Scraps, Recyclable Materials or Hazardous

Waste placed for collection and nothing in this Agreement shall be construed as giving rise to any inference that City has such rights.

4.15 Abandoned Item Collection. Contractor shall, at no additional charge, Collect abandoned items on sidewalks and in streets, alleys and public rights-of-way when notified by City and provide a Roll-Off Box at the City yard for disposal of abandoned items collected by City crews. Abandoned items to be collected by the Contractor include Bulky Goods.

4.16 Contamination Warning Notice. Contractor shall place a hang-tag on Recycling or Yardwaste Containers that contain contamination of Recyclable Materials. (Contamination of Recyclable Materials is defined in Attachment A and described in Attachment B, Section 5.7.) The wording and format of the notice shall be submitted to the City for approval prior to use. If after two sequential written hang tag warnings, the Container continues to be contaminated, Contractor's Recycling Coordinators shall telephone and/or make a site visit(s) to the Premises to discuss the problem with the owner or occupant. If, after contact by the Recycling Coordinator(s), there are two additional consecutive occurrences of contamination, Contractor may remove the Recycling or Yardwaste Container from Customer's Premises. Contractor shall report monthly to the City on all warning notices issued, Recycling Coordinators' contacts, and on all Recycling Containers or Yardwaste Containers removed from Premises due to contamination problems.

ARTICLE 5. TRANSPORTATION AND DISPOSAL OF MSW OR PROCESSING OF RECYCLABLE MATERIALS

5.01 Transportation and Disposal of MSW. City has entered into an agreement dated June 16, 2009 with the County of Orange for utilization of the Orange County Landfill System for disposal of MSW (see Attachment I). Contractor shall transport and deliver all MSW collected pursuant to this Franchise to the Orange County Landfill System, and to the specific landfill designated by City, for the duration of the City's contract with the County of Orange, including any renewals or extensions. If the City-designated landfill becomes unavailable, Contractor shall transport and deliver all MSW collected pursuant to the Franchise to another landfill within the Orange County Landfill system as directed by City. If there is no other landfill available within that system, or in the event the City's landfill agreement with the County of Orange terminates during the Term, Contractor shall transport and deliver all MSW collected pursuant to the Franchise to such other Disposal site designated by the City Manager or his/her designee.

During the term of the City's contract with the County of Orange, Contractor shall comply with all provisions of such contract, including Section 3.01(C) requiring transport and delivery of residue (as defined in Attachment I) from all Materials Recovery Facilities, Compost Facilities, all other Processing Facilities, and Transformation facilities to the Orange County Landfill System. In the event the City approves the use of an Anaerobic Digestion Facility to process Food Scraps pursuant to Section 5.08, the parties agree that no residue (as defined in Attachment I) will be generated by Contractor's use of such Anaerobic Digestion Facility to process material collected in City, because all Anaerobic Digestate will be transported and delivered by Contractor to

a Compost Facility for Composting. In the event the operation of the Anaerobic Digestion Processing Facility results in the creation of useable end products such as liquid and solid fertilizer approved for land application by the appropriate regulatory agencies, such end products shall not constitute residue. If City directs Contractor to deliver Anaerobic Digestate to a Disposal facility, Contractor shall comply with all requirements of Attachment I.

Contractor shall further cooperate with the operator(s) of the Disposal Site with regard to operations therein, including by way of example, complying with directions from the operator to unload Collection vehicles in designated areas, accommodating to maintenance operations and construction of new facilities, complying with the operator's Hazardous Waste exclusion program, and fully and transparently cooperating with the operator's tonnage tracking system including reporting of allocation methods and self-haul transfer allocations.

In the event Contractor utilizes a transfer station for consolidation and transport of MSW or other materials collected in City during the Term, Contractor shall execute an agreement with the County of Orange as described in Section 3.1 (C) of Attachment I, entitling Contractor to be charged the Franchise Rate (as defined in Attachment I) for use of the Orange County Landfill System.

5.02 Transportation of Single Stream and Single Material Recyclable

Materials. Contractor shall transport and deliver for processing Single Stream Recyclable Materials and Single-Material Recyclables, and appropriate Bulky Goods to the CR&R Intermediate Processing Center (Western Avenue MRF), which is the City-approved Clean MRF identified in Attachment O. City Manager or his/her designee may

designate different clean MRFs in the future if the Clean MRF becomes unavailable due to lack of required permits or other unforeseen events.

In the event City directs Contractor to implement a SSC MRF Route as described in Attachment B, City may direct Contractor to deliver the material collected on the SSC MRF Route to the CR Transfer – Stanton Material Recovery Facility, which is the Dirty MRF identified in Attachment P. City Manager or his/her designee may designate different Dirty MRFs in the future if the Dirty MRF becomes unavailable due to lack of required permits or other unforeseen events.

5.03 Transportation of Yardwaste. Contractor shall transport and deliver all Yardwaste to the City-approved landfills as Alternative Daily Cover (ADC) until regulatory conditions dictate otherwise. If the Tip Fee for ADC becomes more expensive than the tip fee for the Tierra Verde Compost Facility identified in Attachments Q and Qa, the City may direct Contractor to utilize the least expensive option. The City Manager or his/her designee may designate a different Compost Facility in the future if the Compost Facility identified in Attachment Q becomes unavailable due to lack of required permits or other unforeseen events.

5.04 Transportation of Food Scraps. Contractor shall transport and deliver all Food Scraps collected from Carts, Bins, Roll Off Boxes and Compactors pursuant to this Franchise to the City-approved American Organics Victor Valley Regional Composting Facility identified in Attachment R. The City Manager or his/her designee may designate a different Compost Facility in the future if said facility becomes unavailable due to lack of required permits or other unforeseen events.

5.05 Transportation of Construction and Demolition Debris. Contractor shall transport and deliver all Construction and Demolition Debris collected from Bins and Roll Off Boxes pursuant to this Franchise to the South County C&D Materials Recovery Facility, which is the City-approved Construction and Demolition Debris Processing Facility identified in Attachment S. The City Manager or his/her may designate different Construction and Demolition Debris Processing Facilities in the future if said facility becomes unavailable due to lack of required permits or other unforeseen events.

5.06 No Use of Transformation Facility. Contractor and City agree that no Transformation Facilities will be used for processing of MSW or any other materials Collected within City during the Term.

5.07 Designated Processing Facilities Unavailable. If any of the Processing Facilities described in Sections 5.02, 5.03, 5.04 and 5.05 become unavailable for use by the City during the Term, City may designate a new Processing Facility pursuant to Section 4.12. The parties agree that a Processing Facility shall only be deemed to be "unavailable" if a Force Majeure event as described in Section 14.12 has occurred and the lack of availability of the Processing Facility is not due to Contractor's negligence, illegal activity, neglect or willful misconduct. At City's request, Contractor shall research and propose alternate Processing Facility(ies) for the material(s) requiring Processing, and shall submit a written analysis and recommendation to the City within five (5) working days concerning the cost for use of alternate facilities and any logistical changes that would be required to utilize such alternate facilities. City and Contractor will discuss the advantages and disadvantages of use of the potential alternate

Processing Facilities and City will designate a selected facility. The decision of the City will be final. In the event a Processing Facility becomes unavailable due to the negligence, illegal activity, neglect or willful misconduct of Contractor, Contractor shall bear all additional costs for use of an alternate Processing Facility including increased processing costs, transportation costs, transfer costs and all other costs.

5.08 Contractor Request for Change of Processing Facility. In the event Contractor proposes the use of a new or different Processing Facility than those currently in use, Contractor shall provide the City with a detailed description of the proposed facility including but not limited to, the location, owner and operator, current facility users, technical capacity, processing methodology, diversion capabilities, potential advantages to the City, cost of use of the facility including impacts of transportation costs and tipping fees, and shall provide copies of all permits for the facility. In presenting the costs for use of the proposed facility, Contractor shall provide the City with both basic cost information and with proposed revisions to Attachment D showing the breakdown of costs for Collection, processing, transportation and Disposal for each rate category (Residential, Commercial, Multi-family and Roll Off) incorporating use of the proposed facility, as well as the total proposed rate change for each rate category incorporating use of the proposed facility. The City will evaluate the proposal and may, at its sole discretion, choose not to use the proposed facility if any one of the following issues are not addressed to the satisfaction of the City:

- (a) Costs are not acceptable.
- (b) The facility does not have all required state, federal and local permits, and land use approvals and/or the facility is not operating in compliance with all state, federal and local permits, regulations and land use approvals.

- (c) Performance of the facility is not acceptable (e.g. the diversion achieved or proposed is not adequate, the quality of the materials created at the facility is substandard, etc.)
- (d) The actual or proposed end use for the processed materials created by the facility is not the highest and best use as dictated by regulatory conditions.
- (e) The City does not need such a facility.

The parties will meet and discuss use of the proposed facility and the Contractor will provide prompt responses to City questions, concerns and requests for any additional information. City will inform Contractor in writing of its decision concerning use of the proposed facility within sixty (60) days of receipt of all of the information requested by the City. The decision of the City shall be final.

In the event City chooses to utilize a new or different Processing Facility, Attachment D shall, for the remainder of the Term, (if desired by City) be revised to include additional columns such that the new table shows the breakdown of costs for Collection, processing, transportation and Disposal for each category of service.

ARTICLE 6. PROCESSING AND MARKETING OF RECYCABLE MATERIALS

6.01 General. The costs proposed by Contractor shall include the costs of furnishing of all labor, supervision, equipment, materials, supplies and all other items necessary to perform the processing and materials marketing services required in a thorough, workmanlike and efficient matter.

6.02 Permits. Contractor shall utilize only processing facilities that are fully licensed and permitted under all applicable federal, state, regional and local laws, rules, and regulations. Within ten (10) calendar days after execution of the Agreement by both parties, Contractor shall deliver to City a package containing copies of all of the permits for the Clean MRF, the Compost Facility, the Food Scrap Processing Facility, the Construction and Demolition Debris Processing Facility and for any other Processing Facility and Transformation Facility approved by City that Contractor will use to process materials collected within City. Contractor shall simultaneously submit original signed contracts with each Processing Facility and Transformation Facility (unless owned by Contractor) evidencing the terms and conditions under which Contractor is entitled to utilize the facilities for processing of City's materials.

6.03 Delivery of Residue to Landfill. Contractor shall deliver, or arrange to be delivered, all non-recyclable Residue from the operations at the Materials Recovery Facility (both Clean MRF and Dirty MRF), the Compost Facility, the Food Scrap Processing Facility and the Construction and Demolition Debris Processing Facility to the City designated landfill. The parties acknowledge that City's existing arrangements with the Orange County Landfill System will expire in 2020. City will be responsible for renewing these arrangements and shall notify Contractor when such renewal has taken

place. In the event that the Orange County Landfill System becomes unavailable to City for Disposal of MSW from City, Contractor shall assist City in identifying and researching potential alternate Disposal Sites and shall cooperate with City in switching to the alternate Disposal Sites identified by City. In such event, the provisions of Section 4.12 and Section 12.04 shall apply if the change in Disposal Site creates a change (either an increase or decrease) in the cost of transport or Disposal of MSW.

6.04 MRF, Compost, Food Scrap and C/D Facility Operating

Requirements. Contractor shall operate the Clean Materials Recovery Facility, the Dirty MRF (if directed by City), the Compost Facility, the Food Scrap Processing Facility and Construction and Demolition Debris Processing Facility it owns in compliance with all applicable federal, state, regional and local laws and regulations and shall adhere to the requirements of all permits for each facility. If Contractor is using facilities it does not own, it shall be Contractor's responsibility to investigate and determine that said facilities are operating in compliance with all applicable laws, rules, and regulations and permit requirements. (Note: In the event City has directed implementation of a SSC MRF Route and use of a Dirty MRF as described in Attachment B, City must have approved the use of the proposed Dirty MRF, and such approval shall only be given if the Dirty MRF meets the requirements of applicable law, including but not limited to Public Resources Code Section 42649 (b) (2) and all subsequent amendments, rules and regulations promulgated in furtherance thereof.) If, at any time during the Term, said facilities are not operating in compliance with all legal requirements, it shall be the duty of Contractor to immediately report the situation to the City. Upon receipt of such information, City may conduct an independent investigation of the situation, may require

Contractor to utilize a different facility while City is conducting its investigation, or may take other actions City deems reasonable and necessary to protect the interest of the City, its customers, public health and safety and the environment.

The Clean MRF described in Attachment O must include processing lines for cleanup of Single-Material Recyclables, sorting of Single Stream Recyclable Materials. The Dirty MRF described in Attachment P (if use is directed by City) must include processing lines for sorting of materials collected on the SSC MRF Route.

The Compost Facility described in Attachments Q and Qa, must be capable of processing residential and commercial Yardwaste. The Compost Facility described in Attachment R must be capable of processing residential and commercial Food Scraps. The Construction and Demolition Debris Processing Facility described in Attachment S must be capable of processing all of the Construction and Demolition Debris that is collected by the Contractor in the City.

6.05 Processing Requirements. Contractor shall process Single-Material Recyclables, Single Stream Recyclable Materials and SSC MRF Route materials in such a manner that satisfies the diversion implementation requirements of Table 1 Section 1.6 in Attachment B, and Section 6.06 of this Agreement.

Materials collected by Contractor shall be processed at the facilities listed below:

Material	Processing Facility
Single Material Recyclable Materials (glass, metals, loose and baled cardboard, etc.)	Clean MRF

Single Stream Recyclable Materials	Clean MRF
Multi-family SSC MRF Route (where no Single Stream program has yet been implemented)	Dirty MRF SSC MRF
“Commercial and Business Establishments” SSC MRF Route (where no Single Stream program has yet been implemented)	Dirty MRF SSC MRF
Yardwaste	ADC at Landfills or Compost Facility
Food Scraps Materials	Compost Facility and Anaerobic Digestion
Construction and Demolition Debris	Construction and Demolition Debris Processing Facility

Contractor shall not deliver MSW or any other materials to a Transformation Facility without the express written permission of the City. In the event the City directs the use of a Transformation Facility, Contractor shall comply with all the provisions of Public Resources Code Section 41783. Further, Contractor shall not deliver MSW or any other materials to a Transformation Facility in excess of the number of Tons that qualify as Diversion under the Act.

6.06 Diversion Tracking Requirement. Contractor shall track and report on the total Tons and percent of materials Collected by Contractor that are Diverted and Disposed during the Term. In order to earn the Phase 2 Franchise extension described

in Section 6.08, Contractor must divert a minimum of fifty percent (50%) of all MSW, (including Recyclable Materials, Yardwaste, Food Scraps, and Construction and Demolition Debris) Collected by Contractor in the City on a calendar year basis, by the end of calendar year 2020. The Annual Diversion Rate shall be calculated by dividing the total Tons of MSW Disposed (including Residue attributable to the City from the processing operations at all of the Processing Facilities processing materials from City including, but not limited to, the Clean and Dirty MRFs, Compost Facility, Processing Facilities, and Construction and Demolition Debris Processing Facility and Transformation Facility) by the total Tons of all MSW collected by Contractor within the City. The Annual Diversion Rate shall be calculated as shown in Attachment BB. In order to earn the Phase 2 Franchise extension, Contractor must, in addition to diverting a minimum of fifty percent (50%) of the Tons Collected by Contractor in City, also divert a minimum of fifty percent (50%) of the Tons Collected by Contractor in each of the following categories: (a) Single Family, (b) Multi-Family, (c) Commercial and Business Establishments and (d) Roll Off materials handled by the Contractor. For purposes of this requirement, "Roll Off materials" includes both permanent and temporary bins and Roll Off Box service, collection of Compactors of ten cubic yards or larger in size, and Construction and Demolition Debris Collection.

6.07 Reporting of Annual Diversion Rate Achieved. On or before March 15, 2015, and on or before March 15 in all subsequent years of the Term, Contractor shall report to City the Annual Diversion Rate for the preceding calendar year, including copies of all reports from the County of Orange and CalRecycle, all Processing Facilities and Transformation Facilities and all other records used as source documents

for the Tons collected, processed and Disposed by Contractor for the prior calendar year. Contractor's report shall include a list of all Tons of MSW Disposed by Contractor at Disposal facilities, and shall include Residue from all Processing Facilities utilized by Contractor including but not limited to Clean and Dirty MRFs, Compost Facilities, Food Scrap Processing Facilities, Construction and Demolition Debris Processing Facilities and Transformation Facilities. The report will show the total Tons from City that have been Disposed. The report will also list the total Tons of MSW, Single-Material Recyclables, Single Stream Recyclable Materials, Yardwaste, Food Scraps, Construction and Demolition Debris and all other materials Collected from within City by Contractor, and the total number of Tons of said materials. Said report shall show the total number of Tons collected and diverted in each of the following categories: (a) Single Family residential, (b) Multi-Family residential, (c) Commercial and Business Establishments, and (d) Roll Off Box service. For purposes of this report Roll Off shall include both permanent and temporary Bins and Roll Off Box service, Collection of Compactors of ten (10) cubic yards or larger in size, and Collection of Construction and Demolition Debris. The report shall show the annual Diversion rate calculation as described in Section 6.06 herein and the resulting percentage of Tons disposed, as shown in Attachment BB. Late submittal of the annual diversion report shall result in the assessment of liquidated damages as listed in Section 13.09 D. Contractor shall provide a written response to any questions from City concerning the Diversion calculations and shall, if requested, meet with City to discuss the calculations, the underlying tonnage reports, and any other related issues. If requested by City, Contractor shall supply all additional documentation required to substantiate the Diversion rate calculation to the

satisfaction of City. If requested, Contractor shall make available its personnel, consultants and other Persons who performed the Diversion rate calculations or prepared the tonnage reports used therein, to respond to questions from City or City's agents concerning the calculations. Contractor must provide explanations for and substantiation of all tonnages used in the Diversion Rate calculations including tons of materials delivered to transfer stations, materials recovery facilities, waste-to-energy and transformation facilities, construction and demolition waste processing facilities, composting facilities and Disposal Facilities. Any discrepancies in reported tonnages will be investigated by the City and must be resolved to the satisfaction of the City. No exceptions will be allowed to these reporting requirements. In the event Contractor fails to substantiate discrepancies in reported tons to the City's satisfaction by May 15 of any year, the annual adjustment of Contractor's rates described in Section 12.03 shall not occur for the period of July 1 through the following June 30 (a period of one year). If Contractor subsequently complies with all requirements of this Section 6.07, regular annual rate adjustments will resume the following year. However, in such event, the difference in the listed indexes shall be calculated only for the regular twelve month period as described in Attachment J, and shall not "look back" to the prior year, for which Contractor does not receive the annual adjustment. (By way of example, if Contractor's tonnage discrepancy for calendar year 2015 is not resolved to the satisfaction of the City by May 15, 2016, the annual rate adjustment scheduled for July 1, 2016 shall not occur.) Falsification of any tonnage record, negligent or intentional submittal of misleading or false information concerning the Tons Collected, processed, or Disposed, or use of false or misleading information in the Diversion calculation, shall

be considered a material breach of this Franchise and grounds for immediate termination of Contractor's services by City.

6.08 Diversion Incentive. Contractor may earn up to two (2) one-year extensions of the Franchise Term, as described herein.

A. Phase 1 Extension Opportunity. If Contractor meets the implementation requirements listed below and as detailed in Table 1 of Section 1.6 of Attachment B (the "Phase 1" requirements); and Contractor is in full compliance with all requirements of this Franchise, including but not limited to Sections 6.06 and 6.07, City will extend the Term of the Franchise by one year. In order to qualify for the Phase I incentive, Contractor must have achieved all of the following by December 31, 2016: (a) have deployed, and be Collecting, Processing and Diverting Single Stream Recyclable Materials and/or Single-Material Recyclables from, a minimum of two hundred (200) Bins that were not deployed as of the May 2014 baseline at Commercial and Business Establishments; (b) have deployed and be Collecting, Processing and Diverting Single Stream Recyclable Materials and/or Single-Material Recyclables at a minimum of one hundred (100) Bins at Multi-family complexes that were not deployed as of the May 2014 baseline (see below); and (c) have deployed Food Scrap Carts and/or Bins and be Collecting, Processing and Diverting Food Scraps at a minimum of seventy (70) restaurants that were not participating in City's Food Scrap diversion program as of the May 2014 baseline. (For example if Contractor meets the Diversion requirements for Phase 1, the City will extend the Franchise for one year from April 30, 2022 to April 30, 2023.) During May 2014 Contractor and City will conduct an inventory of Bins deployed at all Commercial and Business Establishments that are already being Collected in the

Single Stream and/or Single-Material Recycling Program and the number of restaurants that are already participating in the Food Scrap diversion program. The results of this survey shall be used as the baseline (the "May 2014 baseline") for the number of Bins deployed and Collected in the Single Stream/Single-Material Recycling Program and the number of restaurants participating in the Food Scrap Diversion Program for the purpose of calculating whether or not Contractor has earned the one-year extension for Phase 1.

B. Phase 2 Extension Opportunity. If Contractor meets the implementation requirements of Phase 2 as listed below (and as detailed in Table 1 Section 1.6 of Attachment B); and Contractor is in full compliance with all requirements of this Franchise, including but not limited to Sections 6.06 and 6.07, City will extend the Term of the Franchise by one year. In order to qualify for the Phase 2 incentive, Contractor must have achieved all of the following by December 31, 2020: (a) have deployed and be Collecting, Processing and Diverting Single Stream and/or Single-Material Recyclables a minimum of two hundred (200) Bins at Commercial and Business Establishments that were not deployed as of the January 2017 baseline (see below); (b) have deployed and be Collecting, Processing and Diverting Single Stream and/or Single-Material Recyclables a minimum of one-hundred (100) Bins at Multi-family complexes that were not deployed as of the January 2017 baseline; (c) have deployed Food Scrap Carts and/or Bins and be Collecting, Processing and Diverting Food Scraps at a minimum of seventy (70) restaurants that were not participating in the Food Scrap Diversion Program as of the January 2017 baseline; (d) have achieved a diversion rate percentage of fifty percent (50%) or greater, as calculated pursuant to Attachment BB

for calendar year 2020; and (e) have further achieved a diversion rate in calendar year 2020 of fifty percent (50%) or greater in each of the following areas: (i) Residential tons Collected, (ii) Commercial and Business Establishment Tons Collected, (iii) Multi-Family Tons Collected, and (iv) Tons Collected from Roll Off Boxes. During January 2017 Contractor and City will conduct an inventory of Bins deployed at all Commercial and Business Establishments that are already being Collected in the Single Stream Recyclable Materials and/or Single-Material Recyclables Program and the number of restaurants that are already participating in the Food Scrap Diversion Program. The results of this survey shall be used as the baseline (the "January 2017 baseline") for the number of Bins deployed and Collected in the Single Stream Recyclable Materials/Single-Material Recyclables Program and the number of restaurants participating in the Food Scrap Diversion Program for the purpose of calculating whether or not Contractor has earned the one-year extension for Phase 2.

C. Failure to Meet Phase 1 or Phase 2 Extension Requirements. In

the event Contractor meets all of the extension requirements in both Phase 1 and Phase 2, the Term will be extended to April 30, 2024. If Contractor fails to meet the extension requirements of Phase 1, such failure will not preclude Contractor from earning a one-year extension of the Franchise in Phase 2. If Contractor fails to meet the extension requirements of Phase 1, but meets the extension requirements of Phase 2, City will extend the Term by one year, to April 30, 2023. As described in Section 6.08 B, the baseline for Phase 2 will be established in January 2017. If Contractor has failed to meet the extension requirements of Phase 1, the baseline is reset for Phase 2, and Contractor shall not be required to meet the outstanding Phase 1 requirements prior to

meeting the Phase 2 requirements. Example: Contractor deploys and collects Single Stream and Single-Material Recyclables from only 195 new Bins (Bins that were not deployed and collected as of the May 2014 baseline) during Phase 1. Of these, 115 Bins were deployed at Commercial Business Establishments and 80 were deployed at Multi-family complexes. Contractor deploys and Collects Carts and Bins containing Food Scraps at 70 restaurants. Contractor has, therefore, missed the Phase 1 extension requirements by 105 Bins for Single Stream and Single-Material Recyclables. Contractor is not required to deploy these 105 Bins in order to qualify for the Phase 2 extension. However, Contractor must meet all of the Phase 2 extension requirements listed in Section 6.08 B in order to earn the Phase 2 extension.

D. Notice of Extension or Failure to Earn Extension. The City will evaluate Contractor's performance in Phase 1 during February 2017. City will notify Contractor in writing on or before February 28, 2017 as to whether or not the Term is extended by one year for Phase 1. The City will evaluate Contractor's performance in Phase 2 during February 2021. City will notify Contractor in writing on or before February 28, 2021 as to whether or not the Term is extended by one year for Phase 2.

6.09 Marketing of Recovered Materials, Compost and Other Products. Contractor shall be responsible for marketing, or arranging for the marketing, of all Recovered Materials, all Compost product(s) and all other products, including but not limited to Anaerobic Digestate, biochar, methane, compressed natural gas, other marketable gas products and electricity generated or produced from the Processing Facilities utilized to process materials collected in City, including the Materials Recovery Facilities, Compost

Facility, Food Scraps Processing Facilities and the Construction and Demolition Debris Processing Facility.

6.10 Limits on Modes of Disposition. City may direct Contractor to stop delivering Recovered Materials for uses that do not qualify as Diversion for purposes of the Act. No Recyclable Materials or other materials, which have once been delivered to the Materials Recovery Facility, Compost Facility, Food Scrap Processing Facility or Construction and Demolition Processing Facility, shall be used for Alternative Daily Cover at solid waste landfills unless specifically allowed by CalRecycle regulations. No MSW of any kind may be disposed of on land at any location other than by delivery to the City designated landfill. No MSW of any kind may be disposed of in water or in the atmosphere.

6.11 Biomass and Transformation. The Act allows City to utilize either Biomass or Transformation to divert up to ten percent (10%) of the fifty percent (50%) mandated annual diversion under the Act. (By way of example, if the City's wastestream consisted of one hundred thousand (100,000) tons, then fifty percent (50%) diversion would mean that fifty thousand (50,000) tons were diverted. Ten percent (10%) of the fifty percent (50%) diversion would mean that tons Diverted by Biomass and Transformation could not exceed ten thousand (10,000) tons per year). If any of the Processing Facilities utilized by contractor to process Recyclable Materials or MSW pursuant to this Franchise, plan to use Biomass or Transformation for any of City's materials, Contractor shall first submit to City a request to do so, including all pertinent information on the facilities to be used, the quantity of material to be processed, copies of permits for the facilities and all other information as may be requested by City. Contractor shall not

proceed with use of Biomass or Transformation facilities unless Contractor has received written approval from City to do so. If approved by City, Contractor shall adhere to any conditions or restrictions that City may include with its approval.

6.12 City Access to Processing Facilities. In addition to City's rights under other provisions of this Franchise, City and its agents shall have the right at all reasonable times to enter each of the Processing Facilities to (a) observe operations, (b) observe compliance with permit requirements, (c) observe tonnage allocation and tonnage tracking procedures, and (d) for any other reasonable purpose.

ARTICLE 7. EQUIPMENT, FACILITIES AND PERSONNEL

7.01 General. Contractor shall furnish all facilities, vehicles and equipment necessary to perform safely and efficiently the services required by this Franchise.

7.02 Facilities.

A. General. Contractor shall provide all facilities required for storage, maintenance, repair and deployment of all vehicles and equipment required to perform the services required by this Franchise. Contractor shall also provide the necessary facilities and office space for personnel of Contractor providing the services required by this Franchise. The facility or facilities used by Contractor to perform the required services shall be fully permitted in compliance with all Federal, State and local laws, rules, and regulations. In the event the City receives complaints about the facilities (whether for noise, odor, litter, traffic problems or any other issue), Contractor shall promptly take action to address the issue(s) and shall resolve the problem within five (5) business days.

7.03 Vehicles.

A. General. Contractor shall provide Collection and auxiliary vehicles of the type, size and configuration, and in the quantities shown on Attachment F. The vehicles to be provided shall also include the lighter-weight two-axle front loader vehicles described in Attachment H for Collection of Commercial Recycling Bins. The lighter weight two-axle Commercial front loader vehicle(s) will be placed in service approximately nine (9) months after the May 1, 2014 start of operations, once the Commercial Recycling routes have been established. All front loader, rear loader, side

loader, Roll Off Box collection vehicles and all other collection vehicles shall be new and unused as of May 1, 2014 and suitable in design and construction for arduous heavy-duty service. All front loader, rear loader, side loader and Roll Off Box collection vehicles acquired during the Term shall also be new and unused. For purposes of this section, "new" means the truck chassis, body and all other parts and components shall be new and unused. If it becomes necessary during the Term, a used diesel vehicle may be placed into service on a temporary basis (i.e., for no more than 90 days) provided that it is safe, in good operation condition, and equivalent in design and capacity to vehicles in regular service. All Collection vehicles shall be equipped with the Surveillance, Monitoring, Auditing, Recording and Tracking (S.M.A.R.T.) System including the video, GPS and communication devices described in Attachment H. All vehicles shall comply with all laws and regulations including but not limited to the California Air Resources Board regulations. All front loader, rear loader, side loader and Roll Off Box collection vehicles listed in Attachment F shall be dedicated one hundred percent (100%) to use in City, and shall not be used to collect any material in any other location at any time. Collection routes within the City for MSW, Recyclable Materials, Food Scraps, Yardwaste, and Construction and Demolition Debris shall collect only materials from within City such that when the Collection vehicles are weighed at the Disposal facility and/or at the Processing Facilities, one hundred percent (100%) of the Tons in each vehicle originate solely from City.

B. Alternative Fuel Vehicles. All Residential Premises and "Commercial and Business Establishments" Collection vehicles (including all side loaders, rear loaders, front loaders, Roll Off, and any other types of vehicles) shall

operate in full compliance with the requirements of the California Air Resources Board and the South Coast Air Quality Management District's rules and regulations including Rule 1193. Route supervisor's vehicles and all other ancillary vehicles that will operate on a routine basis in the City shall comply with all applicable laws, rules, and regulations, including but not limited to the California Air Resources Board and South Coast Air Quality Management District regulations.

C. Vehicle Identification. The wording "Serving the City of Lake Forest" and the name of Contractor, Contractor's local telephone number, and a unique vehicle identification number for each vehicle shall be prominently displayed on all Collection vehicles. Alternative Fuel Vehicles shall display a statement as to the type of alternative fuel being used. City shall approve all details, including size, color and location of text, identification numbers and logo.

D. Cleaning and Maintenance.

1. General. Contractor shall maintain all of its equipment used in providing service under this Franchise in a safe, neat, clean and operable condition at all times.

2. Cleaning. The exterior and interior of vehicles used in the Collection of MSW, Recyclable Materials, Food Scraps, Yardwaste, and Construction and Demolition Debris shall be thoroughly washed by Contractor at least once a week or more often as needed to maintain a clean appearance and thoroughly steam cleaned at least once a month or more often as needed to maintain a clean appearance. In addition, the interior collection compartment of vehicles used for the collection of Food

Scraps shall be thoroughly washed on a daily basis. City may inspect vehicles at any time to determine compliance with sanitation requirements and aesthetic conditions. Contractor shall make vehicles available to the Orange County Department of Environmental Management and the City for inspection, at any frequency it requests.

3. Painting. All vehicles used in Collection of MSW, Yardwaste, Recyclable Materials, Food Scraps, and Construction and Demolition Debris shall be repainted by Contractor at least once every five (5) years, unless the City determines that repainting specific vehicles at that frequency is not necessary because the vehicle's appearance is satisfactory or unless the City determines that repainting a specific vehicle earlier (due to graffiti, wind damage, etc.) is necessary to ensure that the vehicle gives the appearance of having been repainted within the preceding sixty (60) months. All graffiti shall be removed or painted over within forty-eight (48) hours of discovery.

4. Maintenance. Contractor shall inspect each vehicle daily to ensure that the vehicle and all equipment is operating properly and in compliance with this Agreement. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Contractor shall perform or cause to be performed all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to part or vehicle identification, date, and mileage, and shall make such records available to the City upon request.

5. Repairs. Contractor shall repair, or arrange for the repair of, all vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all vehicles and equipment in a safe and operable condition. If an item of repair is covered by a warranty, Contractor shall obtain warranty performance. Contractor shall maintain accurate records of repair, which shall include the part or vehicle identification, date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

6. Storage. Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s). Facilities used for storage shall comply with all zoning and land use requirements applicable to the facility. Contractor shall not store vehicles or equipment (including Bins, Carts, and Roll Off Boxes) in parking lots, vacant lots or any other non-permitted area. City shall have access to Contractor's regular vehicle and equipment storage facilities at all times.

7. Leaking Vehicles. In the event that City receives a report of a leaking vehicle, Contractor shall, upon notification by City, immediately take the vehicle out of service and repair the leak. Contractor shall be responsible for cleanup of any spilled fluids whether on public streets, private streets, public property or private property.

8. Brake Inspections. The brake system of each vehicle used in performance of this Franchise shall be inspected and certified annually according to state law by the California Highway Patrol or a brake inspection station licensed by the California Highway Patrol. Notice of certification shall be filed with the City within thirty

(30) days after each certification, but in no event later than May 1 of each year of the Term beginning May 1, 2014. Failure to submit the required certification shall be grounds for termination of this Franchise.

E. Operation. Vehicles shall be operated in compliance with the California Vehicle Code and all applicable safety regulations and local ordinances. Vehicles shall be operated only by employees of Contractor who are appropriately licensed by the California Department of Motor Vehicles. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles. Contractor is solely responsible for paying any fines imposed by the California Highway Patrol, or other regulatory agencies, for violation of these requirements.

7.04 MSW and Recyclable Materials Containers.

A. General. Contractor shall furnish (and deliver to Customers) all Containers for storage of (i) MSW, (ii) Recyclable Materials, (iii) Yardwaste, (iv) Food Scraps, and (v) Construction and Demolition Debris of the types and sizes as described in Attachment B. A list of the Containers to be provided by Contractor is included in Attachment E. All such containers shall be new and unused as of the commencement of this Franchise. The type, size and number of containers shall be sufficient to contain, with the lid closed, all MSW, Recyclable Materials, Yardwaste, and Food Scraps generated between collections.

All Containers provided by the Contractor shall conform to the specifications in Attachment E.

B. Repair, Replacement, and Exchange. Contractor shall repair or replace any Container which is damaged, broken, lost or stolen; provided that Contractor may charge Customer the current market price for a new Container for damage or loss due to Customer-caused damage, whether such damage was negligent or intentional. Contractor shall repair or replace all Containers which do not meet vendors' warranties and the City required Container specifications as set forth in Attachment E. Contractor shall not have to replace a non-repairable Compactor not owned or leased by it to a Customer.

Upon request from a Residential Premises Customer, Contractor shall exchange a Cart that is in Customer's possession and not damaged, broken, lost or stolen for a new Cart within fourteen calendar (14) days of request. Contractor shall charge the Customer the fee as set forth in Attachment D for a Cart exchange.

C. Cleaning, Painting and Maintenance of Contractor-Furnished Containers. Contractor shall maintain all Contractor-furnished Containers in a functional condition and so as to present an attractive appearance. All Contractor-furnished Bins shall be permanently labeled on the front (in a contrasting color so as to present an attractive appearance) with the size of the Bin (e.g. "3 Yard"). Such Containers shall be painted and repainted as requested by City or Contractor shall replace any Container with a new or re-conditioned Container, of like-size, as directed by City. Contractor-furnished Containers that have been painted or marked with graffiti shall be repainted or removed from the Premises by Contractor within forty-eight (48) hours of notification by the Customer or City. At the same time as such Containers are removed, they shall be replaced by like-sized Containers furnished by Contractor

without evidence of graffiti. Contractor shall clean and maintain all Contractor-furnished Containers in a safe and sanitary condition and whenever the City, or another agency with jurisdiction as a regulator, determines that cleaning is required to abate a health concern or nuisance condition.

7.05 Personnel.

A. General. Contractor shall furnish such competent and qualified drivers, laborers, mechanical, supervisory, clerical, managerial and other personnel as may be necessary to provide the services required by this Franchise in a safe, efficient, reliable and courteous manner. The minimum complement of employees which Contractor will provide for the scope of work described in this Franchise shall be as set forth on Attachment G.

B. Driver Qualifications. All drivers shall be trained and qualified in the operation of waste Collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Each driver shall carry his/her license during work hours.

C. Uniforms. Contractor shall require its drivers, and all other employees who come into contact with the public in the City during working hours, to wear standardized uniforms bearing the Contractor's name, and to carry an identification badge or other means of identifying the employee. The City shall have the right to approve the style and color of the uniforms. Such uniforms shall present a freshly cleaned appearance. Employees shall be instructed to present employment

identification cards to City staff, customers, security guards and law enforcement officers upon request, during work hours.

D. Safety Training. Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for Collection or processing of MSW, Recyclable Materials, Yardwaste, Food Scraps, and Construction and Demolition Debris or who are otherwise directly involved in such Collection or processing.

E. No Gratuities. Contractor shall not permit any officer, agent or employee to demand or solicit, directly or indirectly, or to accept, either directly or indirectly, any additional compensation or gratuity from members of the public, any City representative or employee, or any other Person or entity for the Collection of MSW, Recyclable Materials, Yardwaste, Food Scraps, Construction and Demolition Debris or any other material under this Franchise.

F. Employee Conduct and Courtesy. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Franchise, Contractor shall take all necessary corrective measures, including, but not limited to, transfer, discipline or termination. If City has notified Contractor of a complaint related to discourteous behavior, Contractor shall, upon request of City, reassign the employee

to duties not entailing contact with the public while the Contractor is pursuing its investigation or disciplinary process.

G. Provision of Two Recycling/Public Education Coordinators.

Contractor shall provide two (2) full time Recycling and Public Education Coordinators ("Recycling Coordinators") to implement Diversion programs in the City of Lake Forest. The minimum duties, work tasks, and requirements for both Recycling Coordinators shall be as described in Attachment AA, which is incorporated herein by this reference. Each coordinator will devote 100% of his or her time (the equivalent of at least 2,000 work hours per calendar year) to these activities exclusively for City. The Recycling Coordinators identified in Attachment G, shall have a minimum of three (3) years experience in the design, implementation and operation of Recycling, Composting and Diversion Programs, interaction with the public, and detailed knowledge of the requirements of the Act. This shall not be an entry-level position and Contractor shall provide two (2) Recycling Coordinators that are fully trained and experienced as described herein on or before May 1 2014. The Recycling Coordinators shall be paid a base annual salary and bonuses as described in Attachment H. Each Recycling Coordinator will be provided a Toyota Prius automobile to be used in their work, as described in Attachment H. If Contractor fails to provide two (2) full-time Recycling Coordinators on or before July 1, 2014, the liquidated damages in Section 13.09F shall apply. Contractor shall notify City, in writing, of the name, education, background and experience and a list of three (3) references for each coordinator prior to the Coordinator commencing work and whenever there is a change in the staffing of the positions. Upon City request, Contractor shall designate a different coordinator if either

coordinator does not meet the requirements enumerated herein and/or if the City is otherwise dissatisfied with the performance of the designated coordinator. The coordinator's duties shall include, but not be limited to: (i) conducting waste audits at Commercial and Business Establishments; (ii) preparing Recycling and Diversion plans for businesses, institutions and other waste generators in City; (iii) routinely auditing each of the Diversion Programs described in Article 4 and Attachment B, including photographing said programs and reporting to City on the results of each program as detailed in Attachment B; (iv) preparing public education materials as required in this Franchise as well as other public education materials that may be requested by City; (v) attending all City-sponsored special events where Recycling and the environment are the theme or topic; (vi) coordinating Recycling programs at all City-sponsored special events for the diversion of cardboard, glass, plastic beverage containers, aluminum cans, newspaper and mixed waste paper that is generated by the event; (vii) implementing and maintaining the Recycling program at City Hall and all other City facilities including responding to questions about the program; (viii) speaking to community groups, schools, homeowner's associations and other organizations about the City's Diversion Programs; (ix) acting as a community resource with regard to Recycling and Diversion Programs; (x) working in a full and transparent manner with the City and its agents in troubleshooting and implementing programs, including audits, processing, and prices for Recyclable Materials, Food Scraps, Yardwaste; and markets for energy and Anaerobic Digestate produced by Anaerobic Digestion and (xi) such other duties as may be assigned by City. City reserves the right to re-direct the work

efforts of the coordinator and to prioritize the tasks to be completed as needed throughout the Term of this Franchise.

H. Initial Hiring. Prior to commencement of operations, Contractor shall hire the necessary complement of employees. Contractor shall conduct a background check of each applicant, which will, at a minimum, include a check of his/her driving record through the California Department of Motor Vehicles, record of criminal convictions, and references. All applicants shall be required to take a standard test for use of illegal drugs and alcohol as a condition of employment. Drivers shall be required to demonstrate proficiency in the English language; at least one person proficient in spoken English shall be on every Collection vehicle when that vehicle is in service. Contractor will furnish City with a copy of its training manual and schedule of training of new employees; City may require Contractor to include specific topics in such manual and training program. City may attend and observe any safety or operational training classes. Nothing in these Sections 7.04.G and H shall be construed to give City control over the selection or supervision of Contractor's employees.

Contractor may employ or otherwise engage current employees of Waste Management of Orange County (WMOD) without conducting the background check described above if City receives a statement, signed by a responsible officer of WMOD, that the employee has worked for that company for at least two consecutive years and has performed satisfactorily. All other elements of this Section 7.04 shall apply to such employees.

I. **Ongoing Training and Testing.** Contractor shall provide regular safety training on an ongoing basis and shall conduct random drug and alcohol testing of employees in safety-sensitive positions in compliance with regulations issued by the U.S. Department of Transportation.

J. **Use of Workers Not Employed by Contractor.** If Contractor engages any workers through an independent contractor, such as an employment agency, it shall ensure that such contractor or agency:

1. complies with the nondiscrimination requirements in Section 14.01; and

2. Maintains Comprehensive General Liability, workers compensation and Employer's Liability insurance covering such workers in the amount required by Section 11.02A and with policies meeting the other requirements of Section 11.02.

Contractor is responsible for providing qualified and competent workers, whether as direct employees or through workers furnished by an independent contractor. Contractor is also responsible for providing sufficient training to all workers so that they can perform the work in a safe and competent manner and are thoroughly familiar with the work that Contractor is required to perform and the standards it is required to meet, under this Franchise.

All drivers, mechanics, supervisory and managerial workers shall be direct employees of Contractor.

ARTICLE 8. OTHER COLLECTION-RELATED SERVICES

8.01 Billing.

A. General. Contractor shall: (i) bill Customers for MSW and Recyclable Materials Collection at the City-established rates in Attachment D, as adjusted per the Franchise; (ii) maintain accurate billing and payment records; and (iii) bill Customers on a monthly, bimonthly or quarterly schedule as approved by City. Customers' bills shall be itemized showing the charges for each classification of services. Customer billing shall be performed pursuant to the requirements contained in Attachment B, Section 1.

B. City Inserts. City may direct Contractor to produce and insert mailers with billings relating to City-sponsored events, integrated waste management activities, other environmental programs, and authorized rate increases at least six (6) times per year. If a postage increase is incurred for the City insert, the City will be responsible for paying said increase.

C. Delinquent Accounts. Contractor shall be responsible for collecting delinquent charges for services it renders to customers. Contractor shall employ measures, consistent with federal and California laws regulating the collection of debts, to obtain payment of charges including use of its own employees to obtain judgments in Small Claims Court and to enforce such judgments.

8.02 Billing Records. Contractor shall keep records of all billing documents and customer account records including, but not limited to, invoices, customer payment coupons mailed with the invoice and collection notices, for a period of three (3) years

after the date of receipt or issuance. Contractor may, at its option, maintain those records in electronic form, hard copy, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

8.03 City Access to Billing Information. Contractor shall provide City with prompt access to all current and up-to-date billing information necessary to allow the City to respond to customer inquiries or complaints or as otherwise required by City. At request of City, Contractor shall provide "read only" electronic access to Contractor's Customer billing records such that City employees can research billing inquiries and Customer account history from City Hall. Contractor shall cooperate with City to establish this "read only" function and shall ensure that City has access to Customer billing information in "real time".

8.04 Public/Customer Service and Accessibility.

A. Office Hours and Location. Contractor shall maintain an office located either in the City or within a twenty-five (25) mile radius of the City limits. The office will be available for customers to pay bills, subscribe to service, change service, stop service and otherwise contact Contractor. Contractor's office shall be open to the public from 8 a.m. to 5 p.m. Monday through Friday. The office may be closed on Saturdays, Sundays and holidays as defined in this Franchise.

B. Availability of Representative. A knowledgeable representative of the Contractor shall be available during office hours to communicate with the City and members of the public in person and by telephone and to assist customers making payment in person.

C. Telephone. Contractor shall maintain a telephone in operation at its office during office hours. Incoming calls will be answered in a manner satisfactory to the City. Contractor shall install telephone equipment sufficient to handle the volume of calls typically experienced on the busiest weekday. Contractor shall also maintain an emergency telephone number for use during other than normal business hours and shall provide that number to City. Contractor shall have a representative, or an answering service to contact such representative, available at the emergency telephone number during hours when the office is closed. Contractor shall arrange for the regular telephone number to be listed in all telephone directories generally distributed in the City and on all Contractor's bills and invoices.

Contractor must ensure that telephone calls to it from locations within the City are billed as "local calls" by all telephone companies.

If City receives complaints that Customers are unable to reach Contractor's office by phone, or are subject to excessive waiting time "on hold" prior to reaching a customer service representative, City may require that Contractor install additional telephone lines.

D. Correspondence. Contractor shall respond to all written correspondence including all faxes and e-mail or other electronic correspondence from City or Customers within five (5) business days.

E. Electronic Payment of Bills. Contractor shall provide electronic access to Customers for the following: (i) Sign up for service, (ii) Changes to service, (iii) Discontinuation of service, and (iv) Payment of Bills.

F. Maps, Schedules, Consumer Information. Contractor shall furnish the City with maps and schedules for all Collection routes on or before May 1, 2014, and shall update such maps and schedules whenever a change occurs. Contractor shall have current maps and schedules available for inspection by the public at its business office. Contractor shall submit a new revised set of maps and schedules to City on May 1 of each year of the Term commencing May 1, 2015.

In addition, Contractor shall prepare brochures containing information about the Collection of MSW and Recyclable Materials including: schedules of Collections, curbside procedures, and other useful information. Contractor shall distribute such brochures to the occupants of all Residential Premises and Commercial and Business Establishments prior to April 15, 2014. Brochures shall be revised and immediately distributed if there is any material change in the information and, in any event, at least once each year of the Term, prior to May 1, commencing May 1, 2015. Information cards shall also be mailed to City residents or businesses upon request.

Contractor will submit drafts of the maps, schedules and brochures to City prior to distribution and will incorporate City's comments in the final version distributed to the public.

8.05 Service Complaints. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints relating to service and billing. Contractor shall record in a separate log, the format of which is approved by the City, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. This complaint log shall be available for inspection by City. In addition,

Contractor shall compile a summary statistical table of the complaint log (or a copy of the log if requested by City) and submit the table, or copy, to City by the 20th day of each month, beginning in June 2014.

Contractor shall respond to all complaints from Customers within eight (8) working hours of its receipt of notice of the complaint. In particular, if a complaint involves a failure to collect MSW from a Premises as required by this Franchise, Contractor shall collect the MSW in question within such eight (8) working hour period, provided it has been placed for Collection in accordance with the City's Municipal Code. If the complaint is received after normal working hours, Contractor shall respond to the complaint within eight (8) working hours of the time Contractor's employees receive the complaint information (i.e. for a complaint left at 7:00 p.m. on a weekday, Contractor's employees would receive the complaint at 8:00 a.m. the following morning and would resolve the complaint before 4:00 p.m. the same day).

8.06 Right to Terminate Service to a Premises. The Contractor may suspend or terminate MSW Collection services provided to any Premises if the Owner or occupant thereof (or other party responsible for payment) is delinquent in payment of such bills.

Contractor will promptly notify City of its intention to suspend or terminate service to a Customer.

8.07 Change in Collection Schedule. Contractor shall obtain written approval from City prior to any change in Collection operations which results in a change in the day on which Collection occurs at Residential Premises. Contractor will comply with the requirements in Attachment B regarding notice to customers of changes in operations.

8.08 Report of Accumulation of MSW or Unauthorized Dumping.

Contractor shall direct its drivers to note: (i) the addresses of any Premises at which they observe that MSW is accumulating and is not being placed for Collection and (ii) the address, or other location description, at which MSW has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to City within two (2) working days of such observation.

ARTICLE 9. RECORD KEEPING, REPORTING, INSPECTIONS AND AUDITS

9.01 General. Contractor recognizes that maintenance of accurate and complete records of its operations and timely submission to City of accurate and complete reports is an essential aspect of the services to be provided by it under this Franchise.

9.02 Record Keeping. Contractor shall maintain accurate records of: (i) personnel, (ii) equipment, (iii) Collection operations, (iv) tonnages and Disposal used for MSW and Disposal of Residue from the following facilities: Clean MRF, Dirty MRF, Composting Facility, Food Scrap Processing Facility, Construction and Demolition Debris Processing Facility and Transformation Facility, (v) Diverted Tons of Recyclable Materials, Yardwaste, Food Scraps and Construction and Demolition Debris, (vi) customer service, (vii) billing and payment, (viii) sale of Recyclable Materials, Compost, Construction and Demolition materials, and any and all energy, Anaerobic Digestate, liquid and solid fertilizer, and all other products produced by an Anaerobic Digestion Facility, (ix) financial matters, and (x) other matters in such detail and format necessary to compile the reports required by this Franchise, including all reports listed in Attachment K.

9.03 Reporting. Contractor shall compile and submit complete and accurate Monthly, Quarterly, and Annual reports required by this Franchise, including those listed in Attachment K, in the format and at the frequencies specified.

9.04 Inspection by City. The City shall have the right, but not the obligation, to observe and inspect all of the Contractor's operations involved in providing services under this Franchise to determine whether Contractor is performing in accordance with

this Franchise and applicable laws and regulations. Contractor shall cooperate fully with such inspections, including inspections and observations of operations at all Processing Facilities and Transformation Facilities. In connection therewith, the City shall have the right to enter any of Contractor's facilities, observe operations and ask questions to the City Liaison. In no manner shall photographs or any manner of electronic media be allowed or taken without the specific written consent of the facility manager. The exception would be to allow photographs of the waste characterization process without the consent of the on-site manager. Guests will not disrupt any personnel without the specific approval of the facility manager. If City so requests, Contractor shall make specified personnel available to accompany City employees on inspections. City's access to, and observation of activities and operations at each Processing Facility shall not be restricted or impaired in any way by Contractor.

City may periodically investigate Contractor's financial status to determine Contractor's financial capacity to continue to perform in accordance with this Franchise. Such investigations will be done at the sole expense of City, using such City employees or independent agents as City deems appropriate. Contractor will cooperate during such investigations and will make available for inspection such records as the City, or its agents or authorized personnel, may request.

Contractor shall maintain a complete roster of employees providing service under this Franchise. The roster shall contain the name, social security number, job classification and such other information as City may require. The City may inspect the roster, and make a copy thereof at its expense, at any time during business hours. City shall have the right to observe Containers of MSW and/or Recyclable Materials,

Yardwaste, Food Scraps, and Construction and Demolition Debris for the purpose of conducting waste audits as needed during the Term.

9.05 Compliance Reporting. Contractor shall submit monthly, quarterly and annual reports to the City documenting the disposition of MSW, Recyclable Materials, Compost, Food Scraps, Anaerobic Digestate, and energy produced by the Anerobic Digestion Facility and shall format such reports so that they may be used by the City for City's compliance with the reporting requirements of the Act or any other subsequently enacted federal, state or local laws, rules, or regulations governing integrated waste management. All Contractor's reports are subject to audit by City, or by a third-party designated by City. The accuracy of all required reports to be submitted by Contractor are of paramount importance to City. Such reports show how Contractor is tracking and allocating diverted Tons, disposed Tons, residue Tons and Tons delivered to, and marketed from, Processing Facilities. The number of Tons diverted and disposed directly impacts both the City's Diversion rate as calculated by the Act, and the City's costs of Diversion and of compliance with the Act. Therefore, City may take all necessary steps and actions to audit, analyze and review any tonnage discrepancies or any other discrepancies, in Contractor's calculations, allocations, tonnage tracking and submitted documentation and records.

In the event that City discovers any material discrepancy in Contractor's reported Diversion or Tonnages, City will notify Contractor and Contractor shall have fourteen (14) calendar days to explain or otherwise resolve the discrepancy or discrepancies to the satisfaction of City. If there remains any doubt or question about the accuracy of Contractor's calculations, allocations, documentation or disposition of Tons of MSW,

Recyclable Materials, Yardwaste, Food Scraps, Construction and Demolition Debris or any other materials, City may undertake a detailed examination of all information, documentation, calculations and other data.

Contractor shall reimburse City's actual costs up to fifty thousand dollars (\$50,000) in each calendar year for such analysis, research, and review. Contractor shall cooperate fully with City's efforts and shall provide in a timely manner all additional City-requested documentation, information, and records (both electronic and hard copy) and shall provide access to all City requested documents and records both of Contractor and of the Processing Facilities used to process Tons Collected in City.

City will invoice Contractor for the actual cost of the additional tonnage and allocation review and Contractor shall pay the invoice within thirty (30) days of receipt. In the event that Contractor fails to pay City's invoice within thirty (30) days of receipt, the liquidated damages listed in Section 13.09 for late payment shall apply.

9.06 Annual Route Audit. Contractor shall conduct an annual audit, during the month of April of each year of this Agreement, of all Collection routes for MSW and Recyclable Materials including Yardwaste. The audit shall include, at a minimum: (i) the route number, (ii) identification number of vehicles servicing each route, (iii) number and type of accounts serviced by route and by truck, (iv) number and sizes of Containers collected together with the frequency of Collection by route and by truck, (v) weight of MSW collected, (vi) weights of Single-Material Recyclables, Single Stream Recyclable Materials, Yardwaste, Food Scraps, and SSC MRF Route materials (if directed by City) by route and by truck, and (vii) any pertinent operational details. Results of the route audit shall be delivered to City in their entirety, including, but not limited to, maps of

routes with each route numbered, survey sheets, logs, route lists, forms used to gather information, and other similar documents, within ten (10) working days of completion of the audit, and in no event later than May 20 of each year of the Term. The initial audit shall be performed in April 2015 with the report due by May 20, 2015. Said audit may be undertaken directly by Contractor or on behalf of Contractor by another party, but in either event shall be completed at Contractor's sole expense.

9.07 Quarterly Diversion Allocation and Residue Audits at All City- Designated MRF's, Compost, Food Scrap Processing, Construction and Demolition Debris Processing, and Transformation Facilities. Contractor shall conduct quarterly audits, during the months of February, May, August, and November of each year during the term of this Agreement to establish an allocation method for calculating diversion of Recyclable Materials from the waste stream that are processed at Processing Facilities. The procedure to be followed in conducting said audits at each Processing Facility is included in Attachment N. The final audit report shall be submitted to City no later than the 15th day of the month following the month of the audit (e.g. by March 15 for the February audit). The first quarterly audit shall be conducted in August 2014. City shall have the right to have City staff or City's representatives present during any of the audits. Contractor shall give City a minimum of fifteen (15) calendar days written notice of the date and time Contractor shall conduct the audit. The quarterly audits and the reports on same shall be prepared at Contractor's sole expense. The results of the allocation audit shall be put into use as of the first day of the month following submittal of the report to the City and approval of the report and

allocation method by City, and shall be used at all applicable Processing Facilities to allocate City's materials for Diversion.

9.08 Annual City Review of Allocation Audit Procedures and Results.

Each year of the Term, City shall have the right, but not the obligation, to conduct a review of the procedures used by Contractor to perform the allocation audits described in Section 9.07 and the results of said audits. If City desires to review the audit results and/or procedures, City will contact Contractor to schedule a meeting or series of meetings to discuss the procedures and results. At City's sole discretion, Contractor shall change the audit protocol, timing and frequency as directed by City and shall put such changes into effect with the next audit. City's review of audit procedures may include review of Contractor and Processing Facility records and on site visits to Contractor's facilities and Processing Facilities. City's access to, and observation of activities and operations at each Processing Facility and at the Transformation Facility shall not be restricted or impaired in any way by Contractor.

9.09 Reporting of Adverse Information. Contractor shall provide the City three (3) copies (one to the Public Works Director, one to the City Manager and one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Franchise, submitted by Contractor to, or received by Contractor from, the United States, California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, state or local agency, including but not limited to any federal or state court. Copies shall be submitted to the City simultaneously with Contractor's filing or submission of such

materials with said agencies. Contractor's routine correspondence with said agencies need not be submitted to City, but shall be made available to the City promptly upon City's written request.

ARTICLE 10. INDEPENDENT CONTRACTOR

10.01 Contractor an Independent Contractor. In the performance of services under this Franchise, the Contractor shall be, and is, an independent contractor, and is not an agent or employee of the City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all Persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's employees and other agents.

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

10.03 No Entitlement to City Benefits. Neither Contractor nor its officers, employees, agents or subcontractors shall be entitled to any retirement benefits, workers' compensation benefits or any other benefits which accrue to any City employees, and Contractor expressly waives any claim it may have to acquire to such benefits. Contractor agrees to defend and indemnify City for any claims brought by Contractor's employees against City for such benefits.

ARTICLE 11. INDEMNITY, INSURANCE, BOND

11.01 General Indemnification.

Contractor shall indemnify, defend and hold harmless City, its officials, officers, employees and agents, 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, directly or indirectly, City's grant of this Franchise to Contractor, Contractor's breach of its obligations under this Franchise, or Contractor's performance of, or its failure to perform, its obligations under this Franchise. The foregoing indemnity shall not apply to the extent that the Claim is caused solely by the sole negligence or the intentional misconduct of City, its officers, employees or agents, but shall apply if the Claim is caused by the joint negligence of Contractor or other Persons. Upon the occurrence of any Claim, Contractor, at Contractor's sole cost and expense, shall defend (with attorneys reasonably acceptable to City) City, its officers, employees, and agents. Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Franchise.

Subject to the scope of this indemnification and upon demand of the City, made by and through the City Attorney, Contractor shall protect City and appear in and defend the City, its officials, officers, employees and agents, in any Claims by third parties, whether judicial, quasi-judicial or administrative, including, but not limited to (i) disputes and litigation over the definition of "Municipal Solid Waste" or "Recyclable

Materials", (ii) any claim concerning the validity of the granting of this Franchise or any ordinance or action based thereon, as well as the limits of City's authority with respect to the grant of franchises, including the process for the grant of franchises, exclusive or otherwise, (iii) involving the collection of Municipal Solid Waste, arising out of the exercise of this Agreement by Contractor, (iv) claims by other entities disputing the rights and privileges granted by City in this Agreement, or (v) as specified under the provisions of Section 11.05 below concerning Hazardous Waste. City and Contractor agree to confer following any trial as to whether to appeal, or to oppose any appeal. Should either City or Contractor decide to appeal, or to oppose appeal, and the other decide not to appeal, or to oppose appeal, the Party which decides to appeal, or oppose appeal, shall bear all fees and costs of the appeal or the opposition to the appeal.

11.02 Insurance.

A. Types and Amounts of Coverage. Contractor shall procure from an insurance company or companies licensed to do business in the State of California and shall maintain in force at all times during the Term the following types and amounts of insurance:

1. Workers' Compensation and Employer's Liability. Contractor shall maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Contractor shall maintain employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or disease. Contractor shall not be obligated to carry workers compensation insurance if (i) it qualifies under California law and

continuously complies with all statutory obligations to self-insure against such risks; (ii) furnishes a certificate of Permission to Self Insure issued by the Department of Industrial Relations; and (iii) furnishes updated certificates of Permission to Self Insure periodically to evidence continuous self insurance.

2. Comprehensive General Liability (and Automobile Liability).

Contractor shall maintain comprehensive general liability insurance with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) annual aggregate 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, Contractor's performance of, or its failure to perform, services under this Franchise.

The insurance required by this subsection shall include:

- (i) Premises Operations (including use of owned and non-owned equipment);
- (ii) Products and Completed Operations (including protection against liability resulting from use of Recyclable Materials by another Person);
- (iii) Personal Injury Liability with employment exclusion deleted;
- (iv) Broad Form Blanket Contractual with no exclusions for bodily injury, personal injury or property damage (including coverage for the indemnity obligations contained herein);
- (v) Owned, Non-Owned, and Hired Motor Vehicles;
- (vi) Broad Form Property Damage.

The comprehensive general liability insurance shall be written on an "occurrence" basis (rather than a "claims made" basis) in a form at least as broad as

the most current version of the Insurance Service Office commercial general liability occurrence policy form (CG0001). If occurrence coverage is not obtainable, Contractor shall arrange for "tail coverage" on a "claims made" policy to protect City from claims filed within four years after the expiration or termination of this Franchise relating to incidents that occurred prior to such expiration or termination. Any excess or umbrella policies shall be on a "following form" basis.

3. Pollution Liability. Contractor shall maintain contractor's environmental liability insurance with limits in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and annual aggregate covering claims for on-site, under-site, or off-site bodily injury and property damage and regulatory fines as a result of pollution conditions arising out of its operations under this Franchise.

4. Physical Damage. Contractor shall maintain comprehensive (fire and theft) physical damage insurance covering the vehicles and equipment used in providing service to City under this Franchise, with a deductible or self-insured retention not greater than One Hundred Thousand Dollars (\$100,000). The deductible limit may be increased by City with acceptable proof of self-insurance. Notwithstanding the foregoing, Contractor shall be allowed to self-insure for physical damage to its vehicles provided Contractor provides adequate audited financial information to City and City is reasonably satisfied that Contractor has the financial net worth to cover any losses.

B. Acceptability of Insureds. The insurance policies required by this section shall be issued by an insurance company or companies admitted to do business in the State of California, subject to the jurisdiction of the California Insurance

Commissioner, and with a rating in the most recent edition of Best's Insurance Reports of size category VIII or larger and a rating classification of A or better.

C. Required Endorsements. Without limiting the generality of Sections 11.02.A and B, the policies shall contain endorsements making the City and its officers, employees, and agents an additional insured, and shall further contain additional endorsements in substantially the following form:

1. Workers' Compensation and Employers' Liability Policy.

"Thirty (30) days prior written notice shall be given to the City of Lake Forest in the event of cancellation or non-renewal of this policy. Such notice shall be sent to:

CITY OF LAKE FOREST
Office of the City Manager
25550 Commercenter Drive, Suite 100
Lake Forest, California 92630
Attention: City Manager

"Insurer waives all right of subrogation against City and its officers and employees for injuries or illnesses arising from work performed for City."

2. Comprehensive General Liability Policy; Pollution Liability Policy.

"Thirty (30) days' prior written notice shall be given to the City of Lake Forest in the event of cancellation, reduction of coverage, or non-renewal of this policy. Such notice shall be sent to:

CITY OF LAKE FOREST
Office of the City Manager
25550 Commercenter Drive, Suite 100
Lake Forest, California 92630
Attention: City Manager

"This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City of Lake Forest, including any self-insured

retention or program of self-insurance, and any other such insurance shall not be called upon to contribute in any way.”

“Inclusion of the City of Lake Forest as an insured shall not affect the City’s rights as respects any claim, demand, suit or judgment brought or recovered against the Contractor. This policy shall protect Contractor and the City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the company’s liability as set forth in the policy beyond the amount shown or to which the company would have been liable if only one party had been named as an insured.”

In addition, all property policies shall contain language, to the extent obtainable on commercially reasonable terms, to the effect that any loss shall be payable notwithstanding any act of negligence of City or Contractor that might otherwise result in the forfeiture of the insurance.

3. Physical Damage Policy.

Notice of cancellation, reduction in coverage or non-renewal, as provided in Section 11.02.

Cross liability endorsement, as provided in Section 11.02.

Waiver of subrogation against City.

D. Delivery of Proof of Coverage. No later than ten (10) calendar days after execution of this Agreement by both parties, Contractor shall furnish City one or more certificates of insurance on a standard ACORD form and required endorsements substantiating that each of the coverages and endorsements required hereunder are in force, in form and substance satisfactory to City. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall be accompanied by all required endorsements. If City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to City in one complete package. Contractor shall furnish renewal certificates to City to

demonstrate maintenance of the required coverages throughout the Term. Each year on or before the renewal date for all insurance policies required herein, Contractor shall deliver to City a new package containing all insurance certificates with all of the required endorsements and copies of all insurance policies required by this Franchise.

The Contractor shall obtain the written consent of the City's Risk Manager prior to changing insurers providing insurance under this Agreement, which consent shall not be withheld or delayed unreasonably.

E. Other Insurance Requirements.

1. In the event performance of any service is delegated to a subcontractor, Contractor 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 Subsection 11.02.A.2 shall cover all subcontractors or the subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 11.02.

2. Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Franchise, including those imposed by Section 11.01. If any claim is made by any third Person against Contractor or any subcontractor on account of any occurrence related to this Franchise, Contractor shall promptly report the facts in writing to the insurance carrier and to the City.

3. If Contractor fails to procure and maintain any insurance required by this Franchise, City may take out and maintain, at Contractor's expense, such insurance as it may deem proper and deduct the cost thereof from any monies due Contractor. Alternatively, the City may treat the failure as a Contractor Default, and not subject to any applicable cure period.

4. City is not responsible for payment of premiums for or deductibles under any required insurance coverages.

5. The Parties acknowledge that the market for insurance is subject to unforeseeable events which can affect the amount of coverage needed and pricing therefor. Accordingly, in the event the City's Risk Manager determines that the services under this Agreement create an increased or decreased risk of loss to the City, Contractor agrees that the minimum limits of the insurance policies required by this Section may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Contractor shall have the right to appeal a determination of increased coverage to the City Council of City within ten (10) days of receipt of notice from the City's Risk Manager.

11.03 Faithful Performance Bond. Not later than ten days after execution of this Agreement by both parties, Contractor shall file with City a bond securing the Contractor's faithful performance of its obligations under this Franchise. The principal sum of the bond shall be One Million Dollars (\$1,000,000). The form of the bond shall be as set out in Attachment L. The bond shall be executed as surety by a corporation admitted to issue surety bonds in the State of California, regulated by the California

Insurance Commissioner and with a financial condition and record of service satisfactory to City.

The term of the bond shall be not less than twelve (12) months. The bond shall be extended, or replaced by a new bond in the same principal sum, for the same term (i.e., twelve (12) months) and in the same form, annually thereafter. Not less than ninety (90) days before the expiration of the initial bond, the Contractor shall furnish either a replacement bond or a continuation certificate substantially in the form attached as Attachment M, executed by the surety.

It is the intention of this Section 11 that there be in full force and effect at all times a bond securing the Contractor's faithful performance of the Franchise, throughout its Term.

11.04 Alternative Security. City may, in its sole discretion, allow Contractor to provide alternative security in the amount set forth in Section 11.03, in the form of (a) a prepaid irrevocable standby letter of credit in form and substance satisfactory to City and approved by the City Attorney and issued by a financial institution acceptable to City, or (b) a certificate of deposit in the name of the City with a term satisfactory to City and with a financial institution acceptable to City.

11.05 Hazardous Waste Indemnification.

A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City) reimburse, indemnify, and hold City and its past and present

officers, council members, employees, consultants and agents (hereinafter "Indemnified Parties") harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:

1. Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnified Party is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Waste (as defined herein); or

2. Relates to material collected, transported, recycled, processed, treated or disposed of by Contractor.

B. Contractor's obligations pursuant to this section shall apply, without limitation, to:

1. Any Claims brought pursuant to or based on the provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., the California Hazardous Substances Account Act (California Health & Safety Code Sections 25300 et seq.), the California Hazardous

Waste Control Laws (California Health & Safety Code Sections 25100 et seq.), the California Porter-Cologne Act (California Water Code Section 13000 et seq.), and any and all amendments and regulations thereto, and any other Federal, State, regional or local environmental statutory or regulatory provision;

2. Any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Contractor of any facility;

3. Any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, Disposal, processing or use of any materials recovered by Contractor;

4. Any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Franchise.

C. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.

D. For purposes of this Franchise, the term "Hazardous Waste" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health &

Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(p), (q), and (r) and 25501.1 of the California Health & Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health & Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq.; (xiv) defined as such or regulated by any "Superfund" or "Superlien" law; (xv) any asbestos or asbestos-containing material; (xvi) any chemical which the Governor has identified as a chemical known to

the State to cause cancer or reproductive toxicity pursuant to California Health & Safety Code Section 25249.8; (xvii) or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect. The term "Hazardous Waste" shall also include any and all amendments to the above-referenced statutory and regulatory provisions made before or after the date of execution of this Franchise. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over Hazardous Waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

E. The provisions of this section shall not terminate or expire, shall be given the broadest possible interpretation and shall survive the expiration or earlier termination of this Franchise.

11.06 Integrated Waste Management Act Indemnification. The parties agree that Contractor's implementation of all programs in Attachment B is vital to the City's compliance with the Act. Therefore, Contractor agrees to indemnify and hold harmless the Indemnitees against all fines and/or penalties imposed by CalRecycle: (i) based on Contractor's failure to comply with laws, regulations or permits issued or enforced by CalRecycle or the City; (ii) caused or contributed to by the Contractor's failure to perform its obligations under this Franchise, including, but not limited to, implementation of all programs in Attachment B in the timeframes required. This indemnity obligation is subject

to the limitations and conditions in Public Resources Code Section 40059.1 but is enforceable to the maximum extent allowable by that Section. In the event that CalRecycle imposes penalties, fees and/or sanctions against City, Contractor shall, in addition to paying the fines and penalties, pay all City's costs and fees for staff time, consultants, attorneys and all other costs of defending and resolving the issue of CalRecycle issuing fines, penalties and/or sanctions against City.

ARTICLE 12. COMPENSATION TO CONTRACTOR

12.01 General. Contractor shall perform the services required by this Franchise in consideration for: (i) the right to charge customers the rates set forth on Attachment D as they may be adjusted as provided in this Article, and (ii) the right to retain all revenues, if any, from the sale of Recyclable Materials, Yardwaste, Food Scraps (including revenue from creation, sale and use of energy) and Construction and Demolition Debris. The revenues received from these two sources shall be the full, entire and complete compensation due to Contractor for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, profit and all other things necessary to perform all the services required by this Franchise in the manner and at the times prescribed. City shall not be obligated to make any payments to Contractor under this Franchise, including payments to compensate Contractor for delinquent or uncollectible amounts charged to Customers.

12.02 Initial Rates. The rates which Contractor may charge for services provided commencing May 1, 2014 shall be those set forth in Attachment D-2. These rates shall not be changed for the first fourteen (14) months of the Term, i.e., until July 1, 2015 and shall be quoted as May 2014 dollars. Rates are established to incentivize waste Generators to Divert as much MSW as possible in order to reduce their monthly collection bill. The initial rates are established to provide Collection of Single Stream Recyclable Materials and Single-Material Recyclable Materials at Business and Commercial Establishments at a cost that is fifty percent (50%) less than MSW Collection service.

In the event City is unable to, or does not approve the rates set forth in Attachment D-2 in time for the rates in Attachment D-2 to become effective by the start of Contractor's Collection operations on May 1, 2014, City may direct Contractor to charge the existing rates in Attachment D-1 until such time as the City approves the rates set forth in Attachment D-2 in compliance with California Constitution Article 13D, Section 6, of the California Constitution or other applicable law.

If there is a service that Contractor believes it is required to provide and for which there is no City-approved rate in Attachment D, Contractor shall notify City. The City may, in its sole discretion, establish a rate for the new service, following completion of any proceedings required under Article 13D, Section 6, of the California Constitution or other applicable law. Unless and until City establishes a rate for such service, Contractor shall not provide nor charge for the service. City shall have no obligation or duty to establish a rate for such service.

12.03 Annual Rate Adjustments. The rates for service as set forth in Attachment D-2 shall be adjusted as of July 1, 2015 and as of July 1 for each ensuing year of the Term (including any extensions pursuant to Section 6.08) in accordance with Attachment J, following completion of the proceedings required under Article 13D, Section 6 of the California Constitution, and contingent upon the City not receiving a majority protest against the rate increase as part of such proceedings.

12.04 Disposal Charge (Tip Fee) Adjustments. If the tip fee charged at Orange County Landfills (or whatever City designated Disposal Site is then in use) is changed (increased or decreased) for whatever reason including, but not limited to, new

or increased taxes or regulatory fees, the Disposal portion of the rates shall be adjusted according to the instructions provided in Attachment J, following completion of the proceedings required under Article 13D, Section 6 of the California Constitution, and contingent upon the City not receiving a majority protest against the rate increase as part of such proceedings. Disposal Charges are a pass through cost and Contractor shall not be entitled to receive or charge any profit, markup, overhead or administrative costs on Disposal Charges.

12.05 Franchise Fee. In consideration of the rights granted to Contractor hereunder, and in order to offset the City's costs in administering this Franchise including, but not limited to, planning, monitoring, and implementation of additional Diversion programs, additional public education on Diversion programs, technical consulting assistance on solid waste, recycling and other related issues, preparation of any studies required by the City or by CalRecycle related to compliance with the Act, preparation of required reports and documentation under the Act, monitoring of Contractor's performance under this Franchise, and any other City costs related to compliance with the Act, Contractor shall pay to the City a fee equal to five percent (5%) of Contractor's gross revenues derived from providing services under this Franchise (the "Franchise Fee"). Contractor shall remit the Franchise Fee monthly, within 30 days of the end of the calendar month for which the Franchise Fee is paid. Any overpayment to the City through error or otherwise shall be offset against the next payment due from Contractor without interest. Acceptance by the City of any payment due under this paragraph shall not be deemed to be a waiver by the City of any breach of this Agreement, nor shall the acceptance by the City of any such payments preclude the

City from later establishing that a larger amount was actually due, or from collecting any balance due to the City. In case of dispute between the City and Contractor regarding any amounts due, Contractor shall pay the undisputed portion of the amount claimed by the City as due and notify the City in writing at the time of payment as to any payment that is paid under protest, specifying the basis of its claim of overpayment. In addition, City may, in its sole discretion, increase the Franchise Fee at any time during the Term, by approving a commensurate increase in the rates set forth in Attachment D that is over and above the increases described in Sections 12.03, 12.04, 12.07 and 12.08. If City chooses to increase the Franchise Fee in this manner City shall notify Contractor in writing of the amount of the change, and the effective date of the change.

12.06 Late Fees. If the Franchise Fee is not paid on time as described in Section 12.05 the Contractor shall pay City a late fee, and not as interest, in an amount equal to ten percent (10%) of the amount owing for that month. Contractor shall pay an additional ten percent (10%) late fee for each additional thirty (30) day period that any amount of the Franchise Fee or both, remains unpaid. Contractor agrees that the late fees described herein reasonably reflect the City's costs to process delinquency calculations and notices, and to monitor the Contractor's services, all in an effort to collect delinquent Franchise Fees which, together with all other remedies afforded City under this Franchise (including any award of attorney's fees and costs), and in accordance with applicable laws, are intended to compensate City in any collection efforts in the event of Contractor's default in the payment of the Franchise Fee.

12.07 Adjustments to Rates Based on City-Directed Changes In Scope of Work. If the City has directed a change in the scope of work under Section 4.12 and

either party believes that such change will increase or decrease the costs of providing service, the party which believes the rates should be adjusted shall, within thirty (30) calendar days after issuance of the notice of scope change, submit to the other party a proposed adjustment with complete supporting documentation of the cost calculations therein, and the parties shall thereafter meet and discuss the matter. City may request additional documentation, calculations and other information from Contractor in order to analyze information submitted by Contractor, or in order to make its own internal calculations of the cost change. Once the parties have formulated a cost adjustment, the City Council shall review the proposed adjustment and in the City Council's sole discretion, make the determination as to the appropriate amount of the adjustment. Only changes in Contractor's costs will be considered. No adjustment will be made to Contractor's compensation due to loss or reduction in any of the following: (a) Contractor's profits, (b) Contractor's revenues including, but not limited to, Processing Fees at a Contractor-owned and/or Contractor-operated Processing Facility; revenues from sale of Recyclable Materials, Compost, and/or Processed Construction and Demolition Debris; revenues from sale of energy and/or other products produced at an Anaerobic Digestion Facility.

NOTE: The work to be performed by Contractor, including the scope of work in Attachment B, includes optional tasks and programs that City, in its sole discretion, may choose to implement during the Term. Contractor has provided City with rates (in Attachment D-2) to be charged to Customers for all of the optional tasks and programs in Attachment B. If City chooses to implement any of those program(s), the provisions of this Section 4.12 and this Section 12.07 shall not apply. Instead, the rate(s) for said

program(s) shall be adjusted for the passage of time as described in Attachment J, following completion of the proceedings required under Article 13D, Section 6 of the California Constitution, and contingent upon the City not receiving a majority protest against the rate increase as part of such proceedings. The revenue from such rates, plus the revenue from sale of any Recyclable Materials, Diverted materials and any energy produced shall constitute the full and complete compensation to Contractor for implementing such program(s).

12.08 Payment of AB 939 Waste Reduction Fee. Concurrent with executing this Agreement, and on or about July 1 each year thereafter, Contractor shall pay to City the sum of \$40,000 to reimburse City for its costs in implementing the mandate of AB 939 (the "AB 939 Fee"). Commencing with the payment due in 2015 and continuing thereafter until the end of the term of the Agreement, the AB 939 Fee shall be increased annually in an amount equal to the amount derived by multiplying (A) the previous AB 939 Fee by (B) the percentage increase in the Los Angeles-Riverside-Orange County Average Consumer Price Index for "All Urban Consumers" published by the Bureau of Labor Statistics during the most recent 12 month period for which data for this index is available. If the Bureau of Labor Statistics ceases publication of this index, City may select another index to serve as the basis of the calculation.

12.09 Other Fees. The City shall have the right to establish other fees and to collect such fees from Contractor, as City deems necessary in City's sole discretion. The amount, time and method of payment will be established similar to that described in Section 12.05. City shall provide Contractor with written notice of the establishment of any new fees along with the corresponding change in rates and remittance schedule.

ARTICLE 13. DEFAULT AND REMEDIES

13.01 Events of Default. Each of the following shall constitute an event of default ("Contractor Default") hereunder:

A. (i) Contractor fails to perform its obligations under Articles 4, 5, 6 or 7 of this Franchise and the failure to perform is not cured within two (2) business days after receiving notice from the City specifying the breach; or (ii) in the case of any other breach of this Franchise, the breach continues for more than fifteen (15) calendar days after written notice from the City for the correction thereof.

B. There is a seizure or attachment of, or levy affecting possession of, the operating equipment of Contractor, including without limitation, its vehicles, maintenance or office facilities, of such proportion as to substantially impair Contractor's ability to perform under this Franchise, and which is not released, bonded or otherwise lifted within two (2) business days.

C. There is any termination or suspension from any cause (including labor unrest such as strike, work stoppage or slowdown, sickout, picketing, or other concerted job action) of the Contractor's ability to collect MSW, Recyclable Materials, Yardwaste, Food Scrap or Construction and Demolition Debris for more than five (5) business days.

D. Contractor files a voluntary case for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Contractor for any part

of Contractor's operating assets or any substantial part of Contractor's operating assets or any substantial part of Contractor's property used to provide service to City pursuant to this Franchise, or shall make any general assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due or shall take any action in furtherance of any of the foregoing.

E. A court having jurisdiction enters a decree or order for relief in respect of the Franchise, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Contractor consents to or fails to oppose any such proceeding, and such proceeding shall remain undismitted or unstayed for a period of ninety (90) days or any such court enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Contractor or for any part of the Contractor's operating equipment or assets, or orders the winding up or liquidation of the affairs of the Contractor.

F. Contractor fails to timely furnish an initial bond, or fails to furnish a replacement bond or a continuation certificate of the existing bond prior to expiration of the performance bond, as required by Section 11.03 of the Franchise, or Contractor fails to maintain all required insurance coverages in force at all times. The default shall occur immediately upon such failure without any necessity for notice from City of the breach. City shall have the right to give notice of termination under Section 13.02 immediately upon such default. Notwithstanding any other provision of this Agreement to the contrary, Contractor shall not be entitled to an opportunity to cure any default comprising the failure to maintain all required insurance and/or the required bond.

G. Contractor fails to provide reasonable assurance of performance required under Section 14.10.

H. A representation or warranty contained in Article 2 proves to be false or misleading in a material respect as of the date such representation or warranty was made.

I. Contractor falsifies tonnage reports or provides information that is materially misleading in any report or documentation provided to the City.

J. Contractor fails to honor any of its indemnity obligations herein.

K. Contractor, or any of its officers or employees is convicted of a felony in connection with performance of this Franchise.

L. Contractor is found to have violated the Act, any Environmental Law, or any permit, order or rule of any regulatory agency in connection with Contractor's performance of this Franchise and such finding has become final and not subject to further appeal.

13.02 Right to Suspend or Terminate Upon Default.

A. Upon any Contractor Default, City shall have the right to suspend or terminate this Franchise, in whole or in part. Such suspension or termination shall be effective thirty (30) days after City has given notice of suspension or termination to Contractor, except that such notice may be effective immediately if the Contractor Default is one which endangers the health, welfare or safety of the public. Notice may be given orally in person or by telephone to the representative of Contractor designated

in or under Section 14.06 (or, if he/she is unavailable, to a responsible employee of Contractor) and shall be effective immediately. Written confirmation of such oral notice of suspension or termination shall be sent by personal delivery, facsimile, or other expedited means of delivery to Contractor within twenty-four (24) hours of the oral notification. Contractor shall continue to perform the portion of the Franchise not suspended, in full conformity with its terms.

B. City will also have the right to suspend or terminate this Franchise, upon the same notice provisions, if Contractor's ability to perform is prevented or materially interfered with by a cause which excuses nonperformance under Section 14.12, despite the fact that nonperformance in such a case is neither a breach nor default by Contractor.

13.03 Specific Performance. By virtue of the nature of this Franchise, the urgency of timely, continuous and high-quality service, the lead time required to effect alternative service, and the rights granted by City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate, and the City shall be entitled to injunctive relief to require Contractor to perform its obligations herein.

13.04 Use of Contractor Property Upon Default. In the event that Contractor fails to perform any of its obligations under Articles 4, 5, 6 or 7 and fails to perform such work within two (2) business days after notice from City, City shall have the right to use any of Contractor's land, equipment, facilities and other property reasonably necessary for the provision of services hereunder and the billing and collection of fees for those services. The City shall have the right to continue use of such property until other

suitable arrangements can be made for the provision of such services, which may include the award of a contract to another service provider.

13.05 Right to Perform. If this Franchise is suspended and/or terminated due to a Contractor Default, City shall have the right to perform and complete, by contract or otherwise, the work herein or such part thereof as it may deem necessary and to procure labor, equipment, and materials and incur all other expenses necessary for completion of the work and services provided for herein. If such expenses exceed the amounts which would have been payable to Contractor under this Franchise if it had been fully performed by Contractor, then Contractor shall pay the amount of such excess to City.

13.06 Payment for Use of Contractor's Property. If the City invokes its rights to use Contractor's equipment, facilities, and other property pursuant to Section 13.04, and such use continues after the period of time for which Contractor has already been paid, Contractor shall be entitled to the reasonable rental value of such property, which shall be offset against the damages due the City as a result of Contractor's Default. Contractor agrees that it will fully cooperate with the City to effect the City's use of such property. The City may immediately engage all or any personnel necessary for the provision of services, including, if the City so desires, employees previously employed by Contractor. Contractor further agrees, if the City so requests, to assist the City in securing the services of any or all management or office personnel employed by Contractor whose skills are reasonably necessary for the continuation of services. The City agrees that it assumes complete responsibility for the proper, normal use of such equipment and facilities while in its possession. Contractor agrees that the City's

exercise of its rights under this section: (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of the City to Contractor other than the payment of reasonable rental value as provided for in this subsection; (iii) does not exempt Contractor from the indemnity provisions of Article 11 which are meant to extend to circumstances arising under this Section.

13.07 Damages. Contractor shall be liable to City for all direct and consequential damages arising out of Contractor's Default. This section is intended to be declarative of existing California law. The City may offset such damages against sums which would otherwise be due to Contractor.

13.08 City's Remedies Cumulative. City's rights to suspend or terminate the Franchise under Section 13.02, to obtain specific performance under Section 13.03, to cure under Section 13.04 and to perform under Section 13.05 are not exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that the City may have, including a legal action for damages, including incidental, consequential and/or special damages under Section 13.07.

13.09 Liquidated Damages. The parties acknowledge that consistent, courteous and efficient Collection of MSW, Recyclable Materials, Yardwaste and Construction and Demolition Debris is of utmost importance and City has considered and relied on Contractor's representations as to its quality of service commitment in entering into this Franchise. The parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The parties further recognize that if Contractor fails to achieve the performance

standards, City and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that City will suffer. Therefore, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Franchise, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Franchise was made.

Contractor Initial Here: _____

City Initial Here: _____

Contractor agrees to pay to City (as liquidated damages and not as a penalty) the amount set forth below, all of which shall be adjusted upward annually using the procedure and calculations set forth in Section 12.03 herein and Attachment J:

A. Collection Reliability.

1. For each failure to commence service to a new customer account within seven calendar (7) days after order, in excess of five (5) such failures annually: \$150.00
2. For each failure to collect MSW, Recyclable Materials, or Yardwaste which has been properly set out for Collection, from an established customer account, on the scheduled Collection day, in excess of five (5) such failures annually: \$150.00
3. For each failure to collect MSW, Recyclable Materials, or Yardwaste which has been properly set out for

Collection, from the same customer on two (2) consecutive scheduled pick up days:..... \$150.00

B. Collection Quality.

1. For each occurrence of damage to private property which is not corrected to the satisfaction of the property owner within thirty (30) days and which exceed five (5) such occurrences annually:..... \$250.00
2. For each failure to properly return any empty container to avoid pedestrian or vehicular traffic impediments or to place any Cart in an upright position with lid securely closed, in excess of five (5) such occurrences annually: \$150.00
3. For each occurrence of discourteous behavior to a customer:..... \$250.00
4. For each occurrence of excessive noise:..... \$500.00
5. For each failure to clean up MSW, Recyclable Materials or Yardwaste spilled from Containers, in excess of five (5) such failures annually: \$150.00
6. For each occurrence of collecting MSW, Recyclable Materials or Yardwaste during unauthorized hours, in excess of five (5) such occurrences annually: \$500.00
7. For each failure to conform to the requirements of Sections 7.03.D.2, Cleaning; 7.03.D.3, Painting; 7.03.D.4, Maintenance; 7.03.D.8, Brake Inspections; 7.03.E, Operation; 7.04.C, Cleaning, Painting and Maintenance of Contractor-Furnished Containers; 7.05.B, Driver Qualifications; and 7.05.C, Uniforms, which exceed in any one or a combination of categories above five (5) such occurrences annually: \$150.00

C. Responsiveness to Customer.

1. For each failure to initially respond to a customer complaint within eight (8) working hours:..... \$100.00
2. For each failure to carry out responsibilities for establishing service: \$500.00

3. For each failure to conform to the litter abatement requirements of Section 4.10:..... \$250.00
4. For each failure to prepare recycling plan per Section 3.05.2 of Attachment B within 7 days of Customer or City request..... \$100.00

D. Timeliness of Submissions to City.

Any report required to be submitted to City by Contractor pursuant to this Agreement shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

1. Monthly report..... \$100.00 per day
2. Quarterly report..... \$250.00 per day
3. Annual report \$500.00 per day
4. Annual Diversion Report including calculations and supporting documentation \$500.00 per day

E. Accuracy of Billing.

Each customer billing that is not prepared in accordance with City's approved schedule of rates:..... \$250.00

F. Recycling Coordinators.

Each day City does not receive services of two (2) Recycling Coordinators (excluding coordinators holiday, vacation and sick leave days) including any day that City determines that either of the Recycling Coordinators is performing work for any entity that is unrelated to the duties of the coordinator described herein: \$500.00

G. Alternative Fuel Vehicles.

Each day Contractor fails to have in service Alternative Fuel Vehicles as required by Article 7:..... \$500.00

H. Compliance Reporting Audit.

Each day, after the due date on City invoice, Contractor fails to reimburse City for audit as described in Section 9.05:..... \$250.00

City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees, agents or representatives or through investigation of customer complaints.

Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all non-confidential information in the possession of the City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the City Manager or his or her designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City Manager or his or her designee will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the City Manager or his or her designee shall be final.

I. Amount. The City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Franchise.

J. Payment. Contractor shall pay any liquidated damages assessed by City within ten (10) days after they are assessed.

City's right to recover liquidated damages for Contractor's failure to meet the service performance standards shall not preclude City from obtaining equitable relief for persistent failures to meet such standards nor from terminating the Franchise for such persistent failures.

13.10 City Default. City shall be in default under this Franchise ("City Default") in the event City commits a material breach of the Franchise and fails to cure such breach within thirty (30) days after receiving notice from the Contractor specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, City shall not be in default so long as City promptly commences the cure and diligently proceeds to completion of the cure.

In the event of a City Default Contractor shall continue to perform all of its obligations hereunder until a court of competent jurisdiction has issued a final judgment declaring that there is a City Default.

ARTICLE 14. OTHER AGREEMENTS OF THE PARTIES

14.01 Compliance with Law; Non-Discrimination. In providing the services required under this Franchise, Contractor shall at all times comply with all applicable laws of the United States, the State of California and City, with all applicable rules and regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term and with all permits affecting the services to be provided. Contractor shall not discriminate nor permit discrimination against any Person in a manner prohibited by federal or state law.

14.02 Assignment. Contractor acknowledges that this Franchise involves rendering a vital service to the City's residents and businesses, and that the City has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill and reputation for conducting their operations in a safe, effective and responsible fashion, and (ii) Contractor's financial resources to maintain the required equipment and services and to support its indemnity obligations to the City under this Franchise. The City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Franchise.

A. City Consent Required. Contractor shall not assign its rights or delegate or otherwise transfer its obligations under this Franchise to any other Person (including an Affiliate) without the prior written consent of City. Any such assignment made without the consent of City shall be void and the attempted assignment shall constitute a Contractor Default.

B. Assignment Defined. For the purpose of this Section, “assignment” shall include, but not be limited to: (i) a sale, exchange or other transfer to a third party of substantially all of Contractor’s assets dedicated to service under this Franchise; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor, to a third party which results in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an execution being levied against this Franchise, appointment of a receiver taking possession of Contractor’s property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

C. Consent Requirements. If Contractor requests City’s consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:

1. Contractor shall undertake to pay City its reasonable expenses for consultants, attorneys’ fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

2. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;

3. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of solid waste/recycling management experience on a scale equal to or exceeding the scale of operations conducted by Contractor; (ii) that in the last five (5) years, the proposed assignee has not been the subject of any administrative or judicial proceedings initiated by a federal, state or local agency having jurisdiction over its operations due to an alleged failure to comply with federal, state or local laws or that the proposed assignee has provided City with a complete list of such proceedings and their status; (iii) that the proposed assignee conducts its operations in a safe and environmentally conscientious manner, in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the Collection and Disposal of MSW and all Environmental Laws; (iv) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Franchise in a timely, safe and effective manner.

14.03 Subcontracting. Contractor shall not engage any subcontractors to perform any of the services required of it by this Franchise without the prior written consent of City. Contractor shall notify the City no later than ninety (90) days prior to the date on which it proposes to enter into a subcontract. City may approve or deny any such request in its sole discretion.

Contractor may, in cases of emergency, engage subcontractors for up to seven (7) consecutive calendar days. Contractor shall give prompt notice to City of any such emergency subcontracting and any such engagement must be approved by City in writing if it is to extend beyond seven (7) calendar days, or if Contractor wishes to renew it after an interval of less than thirty (30) calendar days.

14.04 No Affiliated Entity. Contractor will not form or use any Affiliated Entity to perform any of the services or activities which Contractor is required or allowed to perform under this Franchise, other than as a subcontractor approved by City under Section 14.03.

14.05 Contractor's Investigation; No Warranties by City. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding the Franchise and the work to be performed by it, and the Recycling and Source Reduction programs now in effect in the City.

Contractor has carefully reviewed the information in the Request for Proposals and Addenda, if any and the Source Reduction and Recycling Element adopted by the City under the Act.

While City believes that the information contained in the Request for Proposals and any Addenda is substantially correct, City makes no warranties in connection with this Franchise, including but not limited to the accuracy or completeness of the information contained in the Request for Proposals and Addendums 1, 2 and 3. The City also expressly disclaims any warranties, either express or implied, as to the merchantability or fitness for any particular purpose of Recyclable Materials, Yardwaste,

Food Scraps and Construction and Demolition Debris to be collected pursuant to this Franchise.

14.06 Notice. All notices, demands, requests, proposals, approvals, consents and other communications which this Franchise requires, authorizes or contemplates shall, except as provided in Section 13.02, be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid (certified mail, return receipt requested), addressed as follows:

If to City: City Manager
 City of Lake Forest
 25550 Commercenter Drive, Suite 100
 Lake Forest, California 92630

with a copy to the Lake Forest City Attorney at the same address

If to Contractor: Dean Ruffridge, Senior Vice President
 11292 Western Avenue
 Stanton, California 90680

A notice given in accordance with this Section may change the address to which communications may be delivered from time to time.

14.07 Representatives of the Parties.

A. Representatives of City. References in this Franchise to "City" shall mean the Lake Forest City Council and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager, and/or to other City officials and may permit such

officials, in turn, to delegate in writing some or all of such authority to subordinate officers. Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

B. Representatives of Contractor. Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Franchise and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Contractor. City may rely upon action taken by such designated representative as actions of Contractor unless they are outside the scope of the authority delegated to him/her by Contractor as communicated to City.

14.08 Right to Inspect Contractor Operations. City shall have the right, but not the obligation, to observe and inspect all of the Contractor's operations under this Franchise. In addition, upon reasonable notice and without interference with Contractor's operations, City may review and copy any of Contractor's operational and business records related to this Franchise. If City so requests, Contractor shall make specified personnel available to accompany City employees on inspections and shall provide electronic copies of records stored in electronic media.

14.09 Maintenance and Review of Records, Submission of Reports. Contractor shall compile, on a daily basis, accurate records of its operations in sufficient detail to allow for accurate determinations of all matters that require periodic determination under this Franchise. City shall have the right during regular business hours to review and make copies of (at City's expense) any documents relevant to this

Franchise, including, but not limited to, Contractor's billing and collection records, tonnage reports, route lists, maps and records maintained in electronic, magnetic and other media.

Contractor shall prepare and submit complete, accurate and timely reports on forms provided or approved by City as described in Attachment K.

14.10 Right to Demand Assurances of Performance. If Contractor: (i) persistently suffers the imposition of liquidated damages under Section 13.09; (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (iii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or (iv) is the subject of a civil or criminal proceeding brought by a federal, state, regional or local agency for violation of an Environmental Law, City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Franchise, in such form and substance as the City may require.

14.11 Right of City to Permit and Franchise For Collection By Third Parties. Pursuant to Public Resources Code Section 40105, City designates Contractor as City's Authorized Recycling Agent. However, the parties acknowledge and agree that it is of vital importance to City that the Diversion programs described in Attachment B be implemented according to the timelines contained therein. Therefore if Contractor fails to achieve the minimum level of program implementation, as described herein, then the parties acknowledge and agree that from and after the date of such failure the City may (without Contractor's approval) permit, authorize, allow, invite and/or contract with entities other than Contractor to collect, Recycle, Process and/or

Dispose of Residue from Recyclable Materials, Yardwaste, and Food Scraps generated at Commercial and Business Establishments, Multi-family complexes and at other Premises, regardless of whether or not the customer pays for the Collection and Recycling of such materials.

The minimum required level of program implementation that must be completed by Contractor on or before December 31, 2016 is as follows: (a) Contractor must have deployed and be Collecting, Processing and Diverting Single Stream and/or Single-Material Recyclables from a minimum of two hundred (200) Bins at Commercial and Business Establishments that were not deployed as of the May 2014 baseline established pursuant to Section 6.08; and (b) have deployed Food Scrap Carts and/or Bins and be Collecting, Processing and Diverting Food Scraps at a minimum of fifty (50) restaurants that were not participating in the Food Scrap Diversion Program as of the May 2014 baseline established pursuant to Section 6.08.

On or before February 28, 2017 City will notify Contractor as to whether or not Contractor has met the minimum required level of implementation. In the event Contractor has not met the minimum required level of implementation, City may, in City's sole discretion, permit, authorize, allow, invite and/or contract with entities other than Contractor to Collect, Recycle, Process and/or Dispose of Residue from Recyclable Materials, Yardwaste, and Food Scraps generated at Commercial and Business Establishments, Multi-family complexes and at any other Premises. City may, in addition, invoke the provisions of Section 4.12 (City's Right to Change Scope of Work) and eliminate work task(s) and/or program(s) from Contractor's scope of work. In such event Contractor shall cease providing the specified work task(s) and/or

program(s) on the date(s) specified by City and shall, from that date forward, not charge Customers for provision of any of the specified work task(s), program(s) or service(s).

Contractor shall not impair, impede or in any way frustrate or otherwise interfere with third party performance of and ability to successfully provide Collection, Recycling, Processing and/or Disposal of Residue from of Recyclable Materials, Yardwaste, and Food Scraps generated at Commercial and Business Establishments, Multi-family complexes and at any other Premises within City. Such third parties may be directed by City to bill and collect payment from Customers they provide services to, independent of Contractor's billing and collection of payments from Customers.

Failure of Contractor to comply with the provisions of this Section shall constitute an event of Contractor default and shall be grounds for termination of this Franchise.

14.12 Force Majeure. Neither party shall be in default of its obligations under this Franchise in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "act of God" (including, but not limited to, flood, earthquake or other catastrophic events), war, insurrection, riot, or other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse (each, a "Force Majeure event"). The following are not force majeure events: labor unrest, picketing, strikes, work stoppage or slowdown, sickouts or other concerted job actions. A party claiming excuse under this Section must (1) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (2) notify the other party in writing within five (5) calendar days after the occurrence of the event specifying the nature of the event, the expected length of time that the party expects to

be prevented from performing, and the steps which the party intends to take to restore its ability to perform. The party claiming excuse under this Section shall use its best efforts to remedy its inability to perform as quickly as possible.

A. **Force Majeure.** Neither Contractor nor the City shall be excused from the performance of its obligations under this Franchise except where a party's failure to perform is due to a Force Majeure event, as defined in this Franchise.

B. **Obligation to Restore Ability to Perform.** Any suspension of performance by a party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the party claiming excuse from obligation shall use its best efforts in an expeditious manner to remedy its inability to perform, and mitigate damages that may occur as result of the event.

C. **Notice.** The party claiming excuse shall deliver to the other party a written notice of intent to claim excuse from performance under this Franchise by reason of a Force Majeure event. Notice required by this Section shall be given promptly in light of the circumstances, but in any event not later than five (5) calendar days after the occurrence of the Force Majeure event. Such notice shall describe in detail the claimed Force Majeure event, the services impacted by the claimed Force Majeure event, the expected length of time that the party expects to be prevented from performing, the steps which the party intends to take to restore its ability to perform, and such other information as the other party reasonably requests.

D. City's Rights in the Event of Force Majeure. The partial or complete interruption or discontinuance of Contractor's services caused by a Force Majeure event shall not constitute an event of default under this Franchise. Notwithstanding the foregoing: (i) the City shall have the right to make use of Contractor's facilities and equipment in accordance with Sections 13.04 and 13.06 of this Franchise in the event Contractor is unable to collect and dispose of MSW as required herein for a period of three (3) or more consecutive days or for any three (3) days in a seven (7) calendar-day period, and such non-performance is excused by a Force Majeure event; (ii) if Contractor's excuse from performance for reason of Force Majeure continues for a period of thirty (30) calendar days or more, the City shall have the right, in its sole discretion, to immediately terminate this Franchise; and (iii) if Contractor's inability to collect and dispose of MSW continues for fourteen (14) days or more from the date by which Contractor gave or should have given notice under Subsection C above, the City may terminate this Franchise.

14.13 Cooperation During Transition. At the expiration or earlier termination of the Term, Contractor shall cooperate fully with the City to ensure an orderly transition to any and all new service providers. In addition, during the last twelve months of the Term, Contractor shall allow prospective operators to observe its operations and shall make available to City all records and reports required to be submitted by this Franchise for use in the transition including, but to limited to, complete route lists and maps, customer account lists including customer name, address, type and frequency of service, billing information, and number, type and location of all Containers deployed by Contractor within City.

14.14 No Damages for Invalidation of Franchise. If a final judgment of a court of competent jurisdiction determines that this Franchise, or any portion thereof, is illegal or was unlawfully entered into by the City, neither party shall have any claim against the other for damages of any kind (including but not limited to loss of profits) on any theory.

14.15 Diversion Programs Not Restricted. Nothing in this Franchise shall restrict City's participation or non-participation, or the nature or extent of its participation in, any Recycling and Diversion program, developed or operated by City, other agencies, or by one or more residents, businesses, commercial, industrial or retail operators, or other Persons, within City or other jurisdictions.

14.16 Reports as Public Records. The reports, records and other information submitted (or required to be submitted) by Contractor to City are public records within the meaning of that term in the California Public Records Act, Government Code Section 6250 *et seq.* Unless a particular record is exempted from disclosure by the California Public Records Act, it must be disclosed to the public by the City upon request.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.01 Governing Law. This Franchise shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

15.02 Jurisdiction. Any lawsuits between the parties arising out of this Franchise shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Franchise is made in and will be performed in Orange County and the exclusive venue is the Superior Court located in Orange County.

15.03 Binding on Successors. The provisions of this Franchise shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.

15.04 Parties in Interest. Nothing in this Franchise is intended to confer any rights on any Persons other than the parties to it and their permitted successors and assigns.

15.05 Waiver. The waiver by either party of any breach or violation of any provisions of this Franchise shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Franchise.

15.06 Attachments. Each of the attachments, identified as Attachments "A" through "BB," is attached hereto and incorporated herein and made a part hereof by this reference.

15.07 Entire Agreement. This Franchise, including the Attachments, represents the full and entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, either written or oral.

15.08 Section Headings. The article headings and section headings in this Franchise are for convenience of reference only and are not intended to be used in the construction of this Franchise nor to alter or affect any of its provisions.

15.09 Interpretation. This Franchise shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

15.10 Amendment. This Franchise may not be modified or amended in any respect except by a writing signed by the parties.

15.11 Severability. If a court of competent jurisdiction holds any non-material provision of this Franchise to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Franchise which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

15.12 Costs and Attorneys' Fees. The prevailing party in any action brought to enforce the terms of this Franchise or arising out of this Franchise may recover its reasonable costs expended in connection with such an action from the other party. However, each party shall bear its own attorneys' fees.

15.13 References to Laws. All references in this Franchise to laws, rules, and regulations shall be understood to include such laws, rules, and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided. In addition, references to specific governmental agencies shall be understood to include agencies that succeed to or assume the functions they are currently performing.

15.14 City's Municipal Code. Contractor is aware of the provisions of City's Municipal Code relating to the Collection and Disposal of solid waste, specifically Title 16 (Integrated Waste Management) of the Lake Forest Municipal Code, including the right of City to amend those provisions. Contractor shall comply with all provisions of Title 16, as they may be amended.

City may, in its sole discretion, determine whether and in what circumstances enforcement of provisions of the City's Municipal Code relating to the obligation of owners and occupants of Premises to use the services of Contractor is in the public interest. City undertakes no obligation, by virtue of this Franchise, to Contractor to enforce such provisions through civil actions, or termination of other utility services provided by City.

The parties acknowledge that City may permit the Collection, Recycling, Diversion and/or Disposal of any or all of the following materials without seeking or securing any approval of Contractor:

A. Recyclable Materials and/or Food Scraps separated from MSW by the Customer which the Customer sells, or for which he/she is otherwise compensated in a manner resulting in a net payment to the Customer;

B. MSW, Recyclable Materials which is removed from any Premises by the property owner or occupant, and which is transported by the property owner or occupant (or by his or her full-time employees) to a processing or Disposal facility, or Food Scraps which are removed by the property owner or occupant and composted;

C. MSW self-hauled pursuant to Section 16.02.015 of the Lake Forest Municipal Code;

D. Recyclable Materials which are separated by the Customer and donated to youth, civic, or charitable organizations;

E. Recyclable Materials not placed for Collected by Contractor which are delivered to a permitted recycling drop off or buy-back center or facility;

F. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, *et seq.*, California Public Resources Code;

G. Construction and Demolition Debris;

H. Yardwaste removed from a Premises by a gardening, landscaping or tree trimming company utilizing its own equipment as an incidental part of a total service offered by the company rather than as a hauling service;

I. The casual or emergency Collection and Disposal of MSW by City employees in the normal course of their employment; and

J. Animal waste and remains from butcher shops and grease collected from restaurants for use as tallow; and

K. Hazardous Waste, regardless of the source.

L. Cleanup services such as 1 800 GOTJUNK and OC Junk Removal, whose primary business is the cleanup of MSW on the property of another and who, incidental to such business: (a) hauls only the MSW which he/she cleans up and no other MSW; (b) performs cleanup services such as removing junk from Commercial and Business Establishments, garages and Residential Premises, but does not remove MSW from Construction and Demolition sites; (c) uses his/her own vehicle to haul the MSW which he/she cleans up; and (d) does not use a Bin, Roll Off Box or other Container, whether or not such Bin, Roll Off Box or Container is left at the cleanup site, to accomplish the cleanup, Collection or transportation of the MSW.

15.15 Non-Discrimination. Contractor shall not discriminate, nor permit any City-approved subcontractor to discriminate, in the provision of services or the employment of Persons engaged in the performance of this Franchise on account of race, color, religion, sex, age, national origin, ancestry, physical handicap, sexual orientation, marital status or medical condition in violation of any applicable federal, state or local law.

15.16 Guaranty. No later than ten (10) days before the Effective Date of this Franchise, Contractor shall furnish a properly executed Guaranty of its performance under this Franchise, in the form of Attachment Z.

15.17 Compliance With Immigration Laws. Contractor shall comply with all immigration laws in the performance of this Franchise.

This Franchise, consisting of one hundred twenty-three (123) pages, not including Attachments A through BB shall be executed in four (4) originals.

IN WITNESS WHEREOF, City and Contractor have executed this Franchise as of the day and year first above written.

CITY OF LAKE FOREST

CR&R INCORPORATED

By: Dwight Robinson
Dwight Robinson, Mayor

By: [Signature] Corp Sec

ATTEST:

CITY CLERK

By: [Signature]

By: Stephanie Abbott
City Clerk

APPROVED AS TO FORM

By: [Signature]
City Attorney



Attachments

A	Definitions
B	Detailed Scope of Work for Collection And Diversion Operations
C	Implementation Plan
D-1, D-2	Existing Rates and Contractor-Proposed Rates to be Charged
E	Numbers and Types of Containers to be Furnished by Contractor and Cart Specifications
F	Collection Vehicles to be Furnished by Contractor
G	Contractor-Furnished Personnel
H	Contractor Proposed Cost-Saving Innovations for Operations
I	City Landfill Contract With County of Orange
J	Annual Rate and Disposal Cost Adjustments
K	Reports to be Submitted to City
L	Performance Bond
M	Bond Continuation Certificate
N	Protocol for Conducting Quarterly Audits
O	Materials Recovery Processing Facilities – Clean MRF
P	Materials Recovery Processing Facilities – Dirty MRF (if Contractor is directed to implement SSC MRF Route)
Q	Compost Processing Facilities
R	Food Scrap Processing Facilities
S	Construction & Demolition Debris Processing Facilities
T	Not Used
U	Planned Residential and Commercial Developments
V	Detailed Monthly Reporting Format
W	Contractor's Detailed Description of Diversion Programs
X	Contractor's Proposed Annual Diversion By Program/PARIS Code (In the Order Presented in Table 1 in Section 1.6 of Attachment B)
Y	Contractor's Complete Proposal To City
Z	Guaranty
AA	Minimum Required Duties of Recycling Coordinators
BB	Annual Diversion Rate Percentage Calculation

ATTACHMENT A

DEFINITIONS

Act: "Act" means the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000, *et seq.*) as amended and as implemented by regulations of CalRecycle or its successor.

Affiliate: "Affiliate" means any Person who or which is related to the Contractor by virtue of a direct or indirect ownership interest or common management. Affiliates include (1) a Person in which the Contractor has a direct or indirect ownership interest, (2) a Person which has a direct or indirect ownership interest in Contractor, and (3) a Person which is owned or controlled by any person which has a direct or indirect ownership interest in Contractor.

For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of the Internal Revenue Code, in effect as of the Effective Date, shall apply except that "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and Section 318(a)(3)(C).

Agreement: "Agreement" or "Franchise" means this Agreement between the City and Contractor dated as of March 4 2014, including all attachments, and any amendments hereto.

Alternative Fuel Vehicle: "Alternative Fuel Vehicle" means a vehicle whose engine design uses a fuel that is in full compliance with the South Coast Air Quality Management District's rules and regulations including Rule 1193.

Anaerobic Digestate: "Anaerobic Digestate" means the material left at the conclusion of a biological process that decomposes organic matter in an environment with little or no oxygen resulting in a biogas and a liquid/solid stream called Digestate (CCR Section 17896.2(a) 6) and, for purposes of this Contract, "Digestate" shall be further processed at a permitted Compost Facility and shall not be disposed at a landfill or be utilized in, or by, any other disposal or processing method.

Anaerobic Digestion: "Anaerobic Digestion" ("AD") means a biological process that decomposes organic matter in an environment with little or no oxygen resulting in a biogas and a liquid/solid stream called Anaerobic Digestate. The decomposition occurs in a four-step process: hydrolysis, acidogenesis, acetogenesis, and methanogenesis to break down organic matter into methane, carbon dioxide, water and Anaerobic Digestate/residuals.

Anaerobic Digestion Facility: "Anaerobic Digestion Facility" ("AD Facility") means a facility that uses a biological process that decomposes organic matter in an environment with little or no oxygen resulting in a biogas and a liquid/solid stream called Anaerobic Digestate. The decomposition occurs in a four-step process: hydrolysis, acidogenesis, acetogenesis, and methanogenesis to break down organic matter into methane, carbon dioxide, water and Anaerobic Digestate/residuals

Authorized Recycling Agent: "Authorized Recycling Agent" has the meaning set forth in Public Resources Code Section 40105.

Bin or Bins: "Bin" or "Bins" means open top rectangular containers with wheels, with plastic or metal lids, used for storage of MSW, Recyclable Materials, Yardwaste, Food Scraps, Organics, Construction and Demolition Debris, or other materials to be Collected by Contractor. Typical sizes of Bins include 2 cubic yards, 3 cubic yards, 4 cubic yards and 6 cubic yards. See also "Split Bins."

Bulky Goods: "Bulky Goods" means furniture, household or industrial appliances, mattresses, shipping crates and containers, oversized yard waste such as tree trunks and large branches if no larger than two feet (2') in diameter and four feet (4') in length, and other large, bulky or heavy objects not normally discarded on a regular basis at Residential, Commercial or Business Establishments. Bulky Goods does not include automobile bodies or Construction and Demolition Debris.

CalRecycle: "Cal Recycle" means the California Department of Resources Recycling and Recovery, the successor agency to the former California Integrated Waste Management Board.

Can: "Can" means a receptacle for MSW or Recyclable Materials provided by the Customer and Collected using manual (instead of automated) collection.

Cart: "Cart" means a Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of 35 gallons, 60-67 gallons, and 90-100 gallons.

Cathode Ray Tubes (CRTs): "Cathode Ray Tubes" or "CRTs" means a computer or television monitor with the yoke still attached that has been separated from an electronic device.

City: "City" means the City of Lake Forest, a municipal corporation, and all of the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term.

Clean Materials Recovery Facility (Clean MRF): "Clean Materials Recovery Facility" or "Clean MRF" means a MRF, or that portion of a MRF that processes Recyclable Materials such as Single-Material Recyclables and Single Stream Recyclable Materials, containing no more than the maximum residue allowed by CalRecycle permit regulations (10% residue). (See also "MRF" and "Dirty MRF")

Collection: "Collection" means the taking of physical possession of MSW, Recyclable Materials, Yardwaste, Food Scraps, Organics, Construction and Demolition Debris or other materials from Customers, and their transport to a MRF, Compost Facility, Organics Processing Facility, Transformation Facility, Construction Demolition and Debris processing facility, transfer station or Landfill.

Commercial and Business Establishments: "Commercial and Business Establishments" means any premises occupied by stores, offices, office buildings, federal, state and local government offices (excluding schools), warehouses, factories, hotels, motor courts, restaurants and other commercial facilities providing goods or services and all other premises used for other purposes than dwelling houses.

Compactor: "Compactor" means an enclosed rectangular or square metal container containing a ramrod to condense and compress the contents, and is typically used to store MSW, Yardwaste, Recyclable Materials, Food Scraps, Organics or other materials. Compactors may

be small (3 cubic yards and 4 cubic yards) for use on Commercial Premises, or large (10 cubic yards, 20 cubic yards, 30 cubic yards and 40 cubic yards) for use at large Commercial businesses, construction sites, hotels, supermarkets and other large retail stores. A special vehicle equipped with hooks and a winch to pull the Compactor on to the railed bed of the vehicle transports compactors.

Compost: "Compost" means the product resulting from the controlled biological decomposition of organic wastes which are separated from the municipal solid waste stream at the point of generation and includes vegetable (e.g., Food Scraps), yard and wood wastes that are not hazardous wastes.

Compost Facility: "Compost Facility" means a facility that processes one or more of the following: Food Scraps, Yardwaste, wood, and food-soiled fiber such as paper napkins and paper towels by means of outdoor windrow composting, aerated static pile composting, covered composting, vermiculture, or other outdoor composting methods or covered composting with use of either finished compost or fabric, synthetic or other type(s) of cover(s) applied to the compost piles.

Composting: "Composting" means the controlled microbial degradation of organic materials yielding a safe and nuisance-free finished product called compost, a soil amendment suitable for incorporating into topsoil and for growing plants.

Construction and Demolition (C&D) Debris: "Construction and Demolition Debris" includes waste building materials, packaging and rubble resulting from construction, remodeling, repair or demolition operations on pavements, houses, commercial and industrial buildings, and other structures and improvements.

Construction and Demolition (C&D) Debris Processing Facility: "Construction and Demolition (C&D) Processing Facility" means a facility that accepts waste building materials, packaging, and rubble for separation. Materials separated may be further processed to prepare them for sale or re-use (e.g. removing nails from wood, grinding of concrete and asphalt). The facility then markets the materials for re-use.

Containers: "Containers" means any object designed and used to hold MSW, Recyclable Materials, Food Scraps, Organics, Yardwaste or Construction and Demolition Debris to be collected by the Contractor. Containers include Carts, Bins, open-top Roll Off Boxes, and Compactors.

Contamination: "Contamination" means materials which are not specified for Collection in particular containers or for processing at either the Clean MRF or the Dirty MRF and which would either interfere with such processing or reduce the quality and value of the Recovered Materials. For example, for purposes of Collection (described in Attachment B), metals and plastics would constitute "contamination" if placed in a Yardwaste container and tree trimmings would constitute "contamination" if placed in a Recyclable Materials container. The materials specified for Collection in Containers to be delivered to a MRF are described in Attachment B.

Contractor: "Contractor" means CR&R Incorporated. The Contractor is the City's authorized recycling agent.

Conversion Technology: "Conversion Technology" ("CT") means the use of combustion, pyrolysis, distillation, and biological conversion to turn organic materials into a fuel used to

produce energy. The Act provides that a jurisdiction can only use conversion technology to divert up to ten percent (10%) of its solid waste.

County: "County" means the County of Orange.

Customer: "Customer" means the owner, occupant or user of Premises at which MSW, Recyclable Materials, Yardwaste, Food Scraps, Organics, or Construction and Demolition Debris is generated and collected by Contractor.

Dirty Materials Recovery Facility or Dirty MRF: "Dirty Materials Recovery Facility" or "Dirty MRF" (SSC – MRF) means a facility or that certain portion of a facility that processes MSW to separate Recyclable Materials, Yardwaste, Construction and Demolition Debris and other divertible materials for sale to end users. Contractor shall not use any Dirty MRF that has not been approved by City and that does not meet the standards and requirements of Public Resources Code Section 42649 and all subsequent amendments, rules and regulations promulgated in furtherance thereof.

Disposal: "Disposal" means the burying of MSW at a permitted Landfill or transformation at a permitted facility as transformation is defined by the Act.

Disposal Site: "Disposal Site" means the City-designated Landfill, transfer station or other facility used for the Disposal of MSW.

Diversion: "Diversion" means any combination of Recycling, sorting and Composting activities conducted at a Clean MRF, a Dirty MRF that meets the standards and requirements of Public Resources Code Section 42649 and all subsequent amendments, rules and regulations promulgated in furtherance thereof, a Compost Facility, and the Construction and Demolition Debris

Diversion Programs: "Diversion Programs" means Recyclable Materials Collection, Yardwaste Collection, Food Scrap Collection, Organics Collection, Construction and Demolition Debris Collection, processing at a Clean MRF, a Dirty MRF, a Compost Facility, an Organics Processing Facility, a Construction and Demolition Debris Facility and all other programs operated by the Contractor, the City, Residents, Businesses or other entities that have the effect of diverting MSW from landfill. Diversion Programs includes all of the programs included in the City's Source Reduction and Recycling Element and all of the programs included in Attachment B.

Effective Date: "Effective Date" means the date identified in Section 3.01.

Electronic Waste (E-waste): "Electronic Waste" or "E-Waste" means a discarded video display device such as a television screen, computer monitor or plasma television screen containing a screen greater than four inches (4") measured diagonally, as identified in regulations adopted by the California Environmental Protection Agency, Department of Toxic Substances Control, pursuant to Health and Safety Code Section 25214.10 et. seq. as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder. For purposes of this contract "Electronic Waste" also includes computer CPU's, computer keyboards, computer mouse, printers, desk copiers, multi-function desktop machines (such as a combination printer/fax/copier), VCR's, DVD/CD/tape players, cellular telephones, microwave ovens, toasters, irons, stereos and speakers, cables, scanners and all other corded appliances

and corded devices that are not defined in this Attachment A as "Universal Waste". (The parties acknowledge and agree that this definition differs from that in current state law and regulations.)

Environmental Laws: "Environmental Laws" means all federal and state statutes, county and city ordinances concerning public health, safety and the environment including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Federal Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the California Integrated Waste Management Act, California Public Resources Code Section 40000 *et seq.*; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100 *et seq.*; the California Toxic Substances Account Act, California Health and Safety Code Section 25300 *et seq.*; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 25249.5 *et seq.*; the California Clean Air Act, Health and Safety Code Sections 39000 *et seq.*; the California Hazardous Materials Response Plan and Inventory Act, Health and Safety Code Sections 25500 *et seq.*, as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Food Scraps: "Food scraps" means material resulting from the production, processing, preparation or cooking of food for human consumption, but is no longer intended for such consumption, that is separated from MSW, including surplus, spoiled or unsold food such as vegetables and culls, raw food left over after food preparation, and leftover cooked food and plate scrapings. Food Scraps includes, without limitation, food scraps from food facilities as defined in California Health and Safety Code Section 113789, food processing establishments (as defined in California Health and Safety Code Section 111955), grocery stores, institutional cafeterias (such as schools, hospitals and assisted living facilities), restaurants, and residential food scraps.

Food Scrap Processing Facility: "Food Scrap Processing Facility" means the City-approved Compost Facility or Anaerobic Digestion Facility used to process Food Scraps Collected by Contractor in the City.

Franchise Fee: "Franchise Fee" means the payment owed from Contractor to City pursuant to Section 12.05 of the Agreement, comprising five percent (5%) of Contractor's Gross Revenues from all operations within the City of Lake Forest pursuant to this Agreement for each monthly period during the Term hereof.

Generate: "Generate" means to bring into existence or create, or to use, maintain or possess an item, material or product, the result of which such creation, bringing into existence, use, maintenance or possession is that the item, material or product first becomes, or is converted, transformed, evolved to, or deemed as MSW, Recyclable Materials, Food Scraps, Organics, Yardwaste or Construction and Demolition Debris.

Green Waste: See "Yardwaste".

Gross Revenues: "Gross Revenues" means all revenues received by Contractor from its operations in Lake Forest, including but not limited to revenues received from Customers to pay

Processing Fees and/or fees charged by a Disposal Site, charges for Collection, and/or any other fee or charge imposed by Contractor.

Hazardous Waste: "Hazardous Waste" means as defined in Section 11.05 of the Contract.

Homeowners Association (HOA): "Homeowners Association" or "HOA" means a mandatory membership organization comprised of two or more homeowners for the maintenance of commonly owned real estate and improvements associated with multi-family developments comprised of detached homes, condominiums or townhouses.

Household Hazardous Waste (HHW): "Household Hazardous Waste" or "HHW" means any Hazardous Waste generated incidental to owning or maintaining a place of residence. Household Hazardous Waste does not include any waste generated in the course of operating a business or commercial activity at a residence or at any Commercial Business Establishment. Typical Household Hazardous Wastes include used motor oil and oil filters, antifreeze and other vehicle fluids, paints and varnishes, pesticides, pool chemicals and cleaning supplies.

Including: "Including" means including but not limited to.

Indemnitees: "Indemnitees" means the City, members of the City Council and other officers, employees, and agents.

Materials Recovery Facility (MRF): See "Clean MRF" and "Dirty MRF".

Multi-family: "Multi-family" means a building, dwelling unit or complex containing multiple dwelling units that house more than four residences. Apartment complexes, condominiums, townhouses and similar configured housing complexes are included. Multi-family does not include single-family residences, duplexes, tri-plexes or four-plexes.

Municipal Solid Waste (MSW): "Municipal Solid Waste" or "MSW" means all fractions of discarded putrescible and non-putrescible solid, semi-solid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded substances or materials. Municipal Solid Waste does not include (1) Food Scraps separated from MSW for separate collection and processing by the Food Scrap diversion program described in Attachment B; (2) Food Scraps separated from MSW and used in on-site contained processing; and (3) Food Scraps separated from MSW by Customers and hauled to a fully licensed and permitted "Compost Facility" or "Anaerobic Digestion Facility".

In addition, MSW does not include (1) Hazardous Waste, (2) low-level radioactive waste regulated under California Health and Safety Code Sections 25800, et seq., (3) untreated medical waste which is regulated pursuant to the Medical Waste Management Act, California Health and Safety Code Sections 25015, et seq., or (4) Recyclable Materials, Yardwaste, Food Scraps, Organics and Construction and Demolition Debris which have been separated or otherwise segregated from other waste material.

Orange County Landfill System: "Orange County Landfill System" means any landfill owned or operated by the County of Orange, currently including Brea Olinda, Frank R. Bowerman, and Prima Deschecha.

Person: "Person" includes any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County, municipality or special purpose district or any other entity whatsoever.

Plastic Containers: "Plastic containers" means all plastics of resin numbers 1-7, specifically excluding Styrofoam.

Premises: "Premises" means any land or building in the City where MSW or Recyclable Material is generated or accumulated.

Processing Facilities: "Processing Facilities" means facilities where the following activities are conducted: sorting, cleaning, treating, composting, and reconstituting collected materials and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards of the market place. Processing Facilities include materials recovery facilities (both Clean and Dirty MRF's as defined herein), Composting Facilities, Anaerobic Digestion Facilities, Construction and Demolition Debris sorting facilities, and concrete and asphalt grinding facilities. Processing Facilities do not include bioconversion, waste-to-energy, biomass, thermal destruction, or any type of transformation facilities.

Processing Fee: "Processing Fee" means the amount charged for delivery of materials to the City designated MRF, Compost Facility, AD Facility, Construction and Demolition Debris Processing Facility, Waste-to-Energy, and Transformation Facility.

Producer's Price Index: "Producer's Price Index" or "PPI" means as defined in Attachment J.

Property Manager: "Property Manager" means any person that manages and/or oversees the activities at, and services provided to, Premises that generate MSW.

Proposal: "Proposal" means the Proposal submitted by Contractor to City under cover of a letter dated October 10, 2013, presented in one (1) notebook entitled: Proposal to the City of Lake Forest For the Collection, Transportation, Processing and Diversion of Recyclable Materials and Other Materials and for the Collection, Transportation and Disposal of Municipal Solid Waste Submitted by: CR&R Incorporated", as well as the following supplementary materials: (1) "Response to the City of Lake Forest RFP Process Questions Set #1 to CR&R" dated October 1, 2013; (2) "Response to the City of Lake Forest RFP Process Questions Set #2 to CR&R" dated December 10, 2013; (3) "Response to Questions Set #2 for the City of Lake Forest" dated January 10, 2014; (4) Letter to Tom Wheeler, et. al. from Dean A. Ruffridge regarding "Response to Interview Question" dated January 17, 2014; (5) the eight-page (double-sided) color powerpoint presentation handout dated January 13, 2014 provided by Contractor at the interview held on January 14, 2014; (6) the following handouts provided by Contractor at the interview: one-page double-sided color description of CR&R services in El Centro, California, one-page double-sided color description of CR&R-operated Prima Deschecha Material Recovery Facility, tri-fold double-sided color brochure titled "CR&R Service Guide 'Restaurant Food Scrap Recycling', tri-fold double-sided color brochure titled "Waste and Recycling Guide" for the City of Dana Point and a separate brochure for the City of Orange, double-sided color postcard announcement for "CR&R Christmas Tree and Holiday Greenery Collection from December 26, 2013 through January 7, 2014"; and (7) the presentation, statements, representations and responses to questions made by representatives of Contractor in the January 14, 2014 interview, contained in the digital video recording of the interview.

Recovered Materials: "Recovered Materials" means those materials that are processed at a MRF, Compost Facility, AD Facility, or Construction and Demolition Debris Processing Facility and thus diverted from Disposal by Recycling, Composting, and/or sale for re-use.

Recyclable Materials: "Recyclable Materials" means material which otherwise would become, or be treated as, MSW but which, by means of a process of collecting, sorting, cleansing, treating and reconstructing, may be returned to the economic mainstream in the form of finished or source material for new, reused or reconstituted products, which may be used in the market place. "Recyclable Materials" includes, but is not limited to, paper, books, magazines, cardboard, boxes, plastic, metal, glass, food waste and other similar materials authorized by the City for collection by the Contractor.

Recycle/Recycling: "Recycle" and "Recycling" mean the process of collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become MSW and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace.

Residential Premises: "Residential Premises" includes single-family dwellings, Multi-family dwellings (such as townhouses, apartments, and condominiums), gated developments and mobile home parks that are provided individual Collection service at each dwelling unit, whether by means of walk-in or curbside Collection, and which may be individually billed by Contractor or billed, as part of a central billing process, by the HOA or Property Manager.

Residue: "Residue" means the MSW destined for Disposal or Transformation, which remains after processing at a MRF, Compost Facility, AD Facility or Construction, and Demolition Processing Facility has taken place. Residue does not include Anaerobic Digestate because it must be taken to a Compost Facility. The percent of residue is calculated by dividing the weight of the residue by the weight of the total materials delivered for processing at the facility. State law and regulations govern the allowable amount of residue that can be generated by a processing facility.

Roll Off Boxes: "Roll Off Boxes" means large open top rectangular metal Containers used to store and transport MSW, Recyclable Materials, Yardwaste, Construction and Demolition Debris, or other materials. Roll Off Boxes are collected using a special vehicle equipped with hooks and a winch to pull the box onto the flat bed of the truck for transport. Roll Off Boxes typically come in 10, 20, 30 and 40 cubic yard sizes.

Self-Haul: "Self-Haul" means the process of hauling waste to a transfer, Processing, or Disposal Facility by a person other than the Contractor whose primary business is not waste hauling.

Single-Material Recyclables: "Single-Material Recyclables" means those Recyclable Materials which satisfy each of the following requirements: (1) have been segregated from MSW for handling different from that of MSW by or for the generator thereof; (2) have been further segregated so that various types of Recyclable Materials, such as glass, metals, paper, cardboard, etc., are not commingled; and (3) after such segregation, contain no more than 5% by weight (measured by each load being transported, collected and/or disposed) of any residual or contaminant material which cannot be Recycled, composted or similarly utilized, and which instead must be disposed of as garbage, MSW, or otherwise.

Single Stream Recyclable Materials: "Single Stream Recyclable Materials" or "Single Stream Recyclables" means those Recyclable Materials collected as separated from MSW by the Customer and consisting of a mixture of metals, glass, plastics #1-7, and all paper grades from Residential Premises, Commercial and Business Establishments and Multi-Family Complexes. Single Stream Recyclable Materials are distinguished from Single-Material Recyclables, which consist of only a single type of material, such as glass, separated from other recyclables.

Source Reduction: "Source Reduction" means any action that causes a net reduction in the generation of MSW. Source reduction includes, but is not limited to, reducing the use of non-recyclable materials, replacing disposable materials and products with reusable materials and durable products, reducing packaging, reducing the amount of Yardwaste generated, establishing MSW Collection rate structures with incentives to reduce waste tonnage generated, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials.

Source-Separated Construction and Demolition Debris: "Source-Separated Construction and Demolition Debris" ("Source Separated C&D") means source separated streams of Construction and Demolition Debris, e.g. wood, concrete, and soil from commercial accounts, self-haul, and government agencies.

Source Separated Recyclable Materials: "Source Separated Recyclable Materials" has the same meaning as defined by the Act.

Source Separation Comparable MRF Route: "Source Separation Comparable MRF Route" ("SSC MRF Route") means collection and processing of materials that meets all the standards and requirements of Public Resources Code Section 42649 and all subsequent amendments, rules and regulations thereto. PRC 42649 currently states "...a recycling service that may include mixed waste processing that yields diversion results comparable to source separation."

Split Bins "Split Bins" means Bins that have a divider down the middle, dividing the Bin into two separate compartments. Such Bins have separate locking lids for each side of the Bin that allows the Bin to be emptied one side at a time. The lid on the side of the Bin that is for storage of Recyclable Materials is designed such that it allows for the placement of Recyclable Materials in the Bin without unlocking or opening the lid, and yet does not allow Recyclable Materials to spill out when the lid is closed and locked for the emptying of the opposite side of the Bin. Typical sizes of Split Bins include 2 cubic yards, 3 cubic yards and 4 cubic yards.

Term: "Term" means the term of this Contract as specified in Section 3.02, unless extended by City pursuant to Section 3.03.

Ton: "Ton" means a short ton of 2,000 pounds avoirdupois.

Transformation: "Transformation" means incineration, pyrolysis, distillation, or biological conversion other than composting, as defined in PRC section 40201, and does not include Composting, gasification, biomass conversion or Anaerobic Digestion. Transformation does not constitute Recycling for purposes of this Contract. Transformation constitutes Diversion for purposes of this Contract only up to the tonnage limits established by CalRecycle that qualify for Diversion credit pursuant to the Act.

Transformation Facility: "Transformation Facility" means a facility utilizing incineration, pyrolysis, distillation, or biological conversion other than composting, as defined in PRC section

40201, and does not include Composting, gasification, biomass conversion or Anaerobic Digestion.

Universal Waste (U-Waste): "Universal Waste" or "U-Waste" means electronic devices not included in the definition of "Electronic Waste" in this Attachment A, including but not limited to common AA, AAA, C Cell and D Cell batteries; fluorescent tubes and bulbs and other mercury containing lamps (including high intensity discharge [HID], metal halide, sodium and neon bulbs); mercury containing devices such as thermostats, switches, thermometers, and relays (including those found in pre-1972 washing machines, sump pumps, electric space heaters, clothing irons, and silent light switches); pilot light sensors from gas appliances; mercury gauges from barometers, manometers, blood pressure and vacuum gauges; mercury-added novelty items such as greeting cards that play music when opened, athletic shoes with flashing lights in the soles, and mercury maze games; emptied aerosol cans that contain hazardous materials; and other items as defined by California Code of Regulations, Title 2.2, Divisions 4.5, Chapter 23, et. seq. as currently in force or as thereafter amended, and all rules and regulations promulgated thereunder.

Waste-To-Energy (WTE): See "Transformation".

Will: "Will" means "shall" whenever the context requires.

Yardwaste: "Yardwaste" means tree trimmings, grass cuttings, leaves, branches, and similar organic materials.

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SECTION 1 - GENERAL REQUIREMENTS

1.1 General Requirements for Collection and Billing.

The Contractor shall (1) collect and Recycle all Recyclable Materials which are placed for Collection at Residential, Commercial and Business Establishments and at City Facilities and events at which the MSW or Recyclable Materials are generated and (2) shall collect, transport and dispose of all Municipal Solid Waste (MSW).

This contract scope has been framed with a cost sensitive phased approach to the 75% statewide diversion mandate of AB 341. Each of the recycling services are described below and are also identified by the specific Planning Annual Report Information System (PARIS) code developed and used by CalRecycle. Contractor shall also be responsible for billing and collecting payment from customers for services rendered pursuant to this Contract, as more fully described in this Section.

1.01.1 Customer Billing.

Contractor shall prepare and mail bills to all customers and shall be solely responsible for following all prudent business practices for collection of payments from customers. Contractor shall never bill for services not verifiably rendered, if a billing error is made for a service that was not provided then Contractor shall provide a timely refund or credit to the Customer. Contractor shall prepare bills for all Customers that clearly and accurately list rates in effect at the time services were provided or for the time period in which services will be provided. Bills shall fully explain and display all calculations of each charge. Such charges shall be at the rates in Attachment D as adjusted for inflation and for any Diversion Incentives per the Contract. Contractor shall initially resolve any disputes related to charges to Customers. In the event Contractor cannot resolve a dispute, City may, at its option, review the matter and make a decision. In this event, the decision of the City shall be final. Contractor shall submit to City, sixty (60) days prior to its use, a draft of bill format(s) and a line item description for each charge, together with an example of a completed bill for an individually-serviced Residential Premises, a centrally-billed Multi-family Premises, a Commercial and Business Establishment with Recycling Collection services, and a temporary Roll Off Box service for review and approval. Contractor shall also, at the same time as submittal of the draft above, submit a draft of a conveniently-sized listing of services and maximum rates in effect that may be distributed to, and retained for reference by, all Customers. Once approved by City, the brochure on services and rates shall be mailed to all customers at least 30 days in advance of the commencement of collection operations on May 1, 2014.

1.01.2 Commercial and Multi-Family Billing.

Contractor shall invoice Commercial and Multi-Family customers on a monthly basis, thirty (30) days in arrears, based upon the size of their containers and the frequency of Collection, at the rates listed in Attachment D. To start service, new customers will pay for one month's service in advance. Customers who have not remitted payments within

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twenty-five (25) days after the date of the billing shall be notified on forms approved by the City. The form shall state that service may be discontinued fifteen (15) days from the date of the notice if payment is not made before that time. The Contractor must also notify the City fifteen (15) days prior to the last date of collection. Upon customer payment of delinquent fees, the Contractor shall resume service on the next regularly scheduled collection day. Contractor may charge a maximum of ten dollars (\$10.00) Resumption of Service Charge, but may not charge for service during the period that service was suspended.

1.01.3 Roll Off Box Customer Billing.

For Single Family Dwelling Unit Customers who request Roll Off Box service, the Contractor shall accept major credit cards for payment. Single Family Dwelling Unit Customers that do not use a credit card may be required by Contractor to post a security deposit or pay on a "Cash on Delivery" (COD) basis. Any unused portion of a security deposit shall be refunded to the Customer within five (5) business days of the termination of service.

For all other Roll Off Box Customers, Contractor shall invoice monthly, or semi-monthly in arrears with payment due within fifteen (15) or thirty (30) days from the invoice date (i.e. the beginning of the month or the inception of service). Delinquent accounts shall be handled in the same manner as Commercial Customers as described in Section 1.01.2. Contractor may require a security deposit for temporary Roll Off Boxes with the unused portion refunded to the Customer within Five (5) business days of the termination of service.

1.01.4 Review of Billings.

Contractor shall review and audit all amounts billed to each Customer to compare the amount being charged with the level of service, including the size(s) of Container(s) and the frequency of service, on an annual basis beginning in May 2014. Contractor shall submit a written report to City documenting the results of the audit and noting any discrepancies identified and the date upon which the discrepancies were corrected. The report shall be submitted by May 31 during each year of the Term beginning in 2015.

1.01.5 Billing Records and Access By City.

Contractor shall maintain copies of all billing records and receipts, in chronological order, for a period of five (5) years after the date of service, for inspection by the City upon request. The Contractor may maintain these records in electronic form or hard copy, provided records can be preserved and retrieved for inspection and verification in a timely manner, are sufficient to verify accuracy of all billings, payments of the Waste Reduction Fee and any City other fees, and may be produced in a form and manner sufficient to establish the existence of customer obligations in a court of law.

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1.2 Changes in Collection Services.

Contractor shall be responsible for: (A) establishing services for new Customers; (B) stopping services and preparing a final billing on a pro rata basis for a Customer permanently discontinuing service; (C) suspending services at an individually-billed Residential Premises or Commercial and Business Establishments one time in a calendar year for a period of 60 calendar days for temporary vacation stops. [During temporary vacation stops, the Customer shall incur no charges for Collection services not provided and, if Customer is due refund and/or credit, timely refunding/crediting of payment made in advance of temporary vacation stops. Temporary vacation stops must be for a minimum of thirty (30) days. If a temporary vacation stop request exceeds 60 calendar days, Contractor may arrange to pick-up the Containers from the Customer and require the Customer to restart service as the account will be considered discontinued]; (D) accommodating modifications in the weekly frequency of Collection services for Commercial and Business Establishments on an as-needed basis and will reduce MSW service as Recycling Collection is implemented.

Contractor shall, for approval of City, develop a procedure and confirmation form to document requests for commencement and termination of, and changes in, service. Customers shall be provided a copy of confirmation form noting effective date of start-up, change, suspension or termination in Collection services and other pertinent details, such as data of issuance of refund for services not provided but for which Customer has paid.

1.3 Changes in Scheduled Days of Collection.

Once a schedule of Collection days for MSW and/or Recyclable Materials has been established for Residential Premises, mobile home parks, and gated developments, the schedule shall not be changed without the prior written approval of City. Contractor shall request approval from City ninety (90) days prior to planned change in a scheduled day of Collection for Residential Premises. As a condition of approval of such a change, City may require Contractor, at Contractor's sole expense, to notify residents of the change by first-class postage. All details and scheduling of such notice shall be subject to approval by the City.

Scheduled Collection days for MSW and/or Recyclable Materials may be changed at the request of the occupant or Property Manager of any Commercial and Business Establishment, or Multi-family Premises, without the approval of City. The City will determine the final schedule of Collection days, in the event a disagreement arises between Contractor and a Customer at Commercial and Business Establishments or Multi-family Premises.

1.4 Containers for the Collection of MSW and Recyclable Materials.

Contractor shall be responsible for furnishing all Containers as detailed in Sections 1.04.1, 1.04.2, and 1.04.3. Prior to the commencement of collection operations on May 1, 2014 Contractor shall survey all Residential Customers to determine the size of

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MSW Cart they prefer. Contractor shall send a two-part postcard to each Residential Customer requesting they mail back the postcard with their choice of 35 gallon, 65 gallon or 95 gallon Cart size. Contractor shall also coordinate with City to remind Customers about making this choice by use of the City newsletter (the "Leaflet") and the City website. Contractor shall provide the default size of 95 gallon Cart for Residential Single Stream and Residential Yardwaste. Contractor shall offer Residential Customers the option of using a smaller (65 or 35 gallon) Cart for Single Stream and Yardwaste materials upon Customer request. The postcard mailed to Residential Customers shall explain the default size for Single Stream and Yardwaste and inform Customers as to how to request different sized Containers. Contractor shall purchase and distribute the new-wheeled Carts described in Attachment E. If necessary and directed by City, Contractor shall collect all of the old wheeled Carts and shall make arrangements for them to be either recycled or reused. Contractor shall provide City a schedule and plan for Cart distribution and collection of the old Carts at least sixty (60) days before the distribution begins. All of the existing (old) wheeled Carts shall be replaced with the new as described in Attachment E, on or before June 1, 2014.

During the entire term of the contract, Contractor shall maintain an adequate inventory of Containers to fulfill and meet all needs of its customers. Meeting the needs of its customers includes the repair and replacement of all Containers that are broken, damaged, lost, or stolen. The replacement of Containers shall be at the sole expense of the Contractor. The Contractor shall submit, on a monthly basis, a report showing the inventory of all Containers as well as a record of the replacement and repair schedule for the prior thirty (30) days.

1.04.1 Container Color Coding and Labeling.

Beginning with the provision of new Carts on or before June 1, 2014, all Containers will be consistently color-coded. The color-coding scheme shall be gray for MSW Carts, green for Yardwaste Carts, and blue Carts for Single Stream Recyclables for Residential Premises. All Carts shall be uniform in color with lids of the same color as the Cart body. The color-coding scheme shall be gray for MSW and blue for Single Stream Recyclable Materials for Commercial and Business Establishments. City shall approve the color-coding scheme for Bins, Roll Off Boxes, and Compactors. All new Containers shall have messages/graphics on the exterior (or the underside of the lid on Carts and Bins) designed to remind Customers of what can or cannot be discarded into each type of Container City shall approve the text/graphics. All Carts provided by the Contractor pursuant to this Contract shall meet the detailed specifications contained in Attachment E. All Carts will be identifiable with a unique serial number located on the Cart that is assigned to the collection location and address that it services. A complete and current list of the serialized containers will be available to City personnel for use on an "as needed" basis.

1.04.2 Containers for Residential Premises.

Contractor will provide each Customer with three (3) Carts for Residential Premises basic level of service: one (1) gray MSW Cart (of the size requested by the Customer),

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one (1) blue 95 gallon Recycling Cart, and one (1) green 95 gallon Cart for Yardwaste for the rates set forth in Attachment D. Customers will be allowed to specify one of the following sizes of Carts for MSW service: thirty (35) gallon, sixty-five (65) gallon, or ninety-five (95) gallon. As noted above, upon Customer request, Contractor shall provide a smaller (35 or 65 gallon) Cart to Customers for Single Stream Recyclables and/or for Yardwaste.

Contractor shall provide up to two (2) additional blue Recycling Carts and up to (2) additional green Carts for Yardwaste at no additional charge over and above the basic level of service. Contractor shall charge Customers the rate in Attachment D, upon the Customer's request for the fourth (4th) additional blue Recycling Cart and upon the Customer's request for a fourth (4th) additional green Cart for Yardwaste.

If Customer requests additional gray MSW Cart, Contractor shall provide such additional Carts at the rate set forth in Attachment D.

Contractor will provide a choice of a thirty (35) gallon, sixty-five (65) gallon, or ninety-five (95) gallon Cart size to Customer upon any request for an additional Cart or a Cart replacement. At any time a Cart is distributed to a Residential Premises, Contractor shall also deliver to the Residential Premises an informational brochure (PARIS code 5010-ED-PRN), describing the Single Stream curbside Recycling program (PARIS code 2000-RC-CRB) and the Yardwaste Recycling program (PARIS code 3000-CM-RCG). The brochure shall include a listing in detail of all types of Recyclable Materials that will be collected and how they are to be prepared, items to include and exclude for each Recycling program, days of Collection and other pertinent information. This brochure shall be submitted to City for approval ninety (90) days prior to the initial delivery of the Containers in preparation for the May 1, 2014 operations start date. Contractor shall update the brochure and distribute the City-approved updated brochure when the new Residential Carts are distributed prior to May 1, 2014. City may direct that the brochure be periodically updated as needed, but not more often than once annually. All costs associated with the preparation of a professional, well formatted and designed brochure, including photographic examples of Recyclable Materials and Containers, costs of printing, labeling and mailing (first class postage) shall be borne by Contractor.

1.04.3 Containers for Multi-family Complexes, Commercial and Business Establishments, and City Facilities.

Contractor shall furnish thirty-five (35) gallon, sixty-five (65) gallon, and ninety-five (95) gallon wheeled Carts with lids for MSW, Recyclable Materials, Yardwaste, and Food Scraps to Commercial and Business Establishments and at City Facilities. The Carts shall meet the specifications listed in Attachment E and shall be color-coded as previously described. For storage of MSW, Recyclable Materials, Yardwaste, and Food Scraps Contractor shall also furnish two (2) cubic yard, three (3) cubic yard, four (4) cubic yard, six (6) cubic yard Bins; split two (2) yard Bins, split three (3) yard Bins, split four (4) yard Bins; three (3) yard bin compactors, and four (4) yard bin compactors; ten (10) cubic yard, twenty (20) cubic yard, thirty (30) cubic yard and forty (40) cubic yard Roll Off Boxes; and shall provide Compactor pull service for Commercial and Business

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Establishments and City Facilities, except that Customers located at any of the above Premises may, at their sole discretion, lease and/or purchase Compactors from any Person, company, manufacturer, or distributor, including, but not limited to, Contractor for use at their Premises. Contractor shall provide repair and maintenance services at rates in Attachment D, to any Customer requesting such services for a Compactor whether or not said Compactor is owned by Contractor. Subject to approval by the Fire Marshall, at least fifty-percent of the Bins provided by Contractor for Commercial and Business Establishments, Multi-family Complexes and City Facilities shall be made of plastic materials (as described in Attachment H) to reduce noise and to reduce the expense of cleaning the bins.

1.5 Proposals for New Diversion Programs.

Contractor shall, at no additional cost, within forty-five (45) days of each request by City, submit a written proposal on providing additional or expanded Diversion services. The proposal shall contain a complete description of the following: (A) Collection methodology to be employed; (B) equipment to be used and staffing requirements by number and classification; (C) type of Container(s) to be used; (D) informational/promotional campaign; (E) projection of annual operating costs, including documentation of and support for key assumptions underlying projections.

1.6 Summary of Contract Diversion Programs.

The parties agree that as of the Effective Date, state law is evolving rapidly and the exact solid waste diversion level(s) that the City must achieve by the end of the Term are not yet know. Examples of this situation include, but are not limited to the following: (1) regulations for the implementation of AB 341 are currently being developed by CalRecycle and it is not certain exactly when they will become available; (2) CalRecycle is required to produce a plan and recommendation to the state legislature on how to meet the 75% statewide diversion requirement of AB 341 but that draft plan is not to be submitted until 2014 so the final adopted plan is not yet available; and (3) new legislation including AB 323 has been introduced that may impose new diversion program requirements and/or eliminate certain materials from being categorized as "diversion" under Public Resources Code Section 40000 et seq.

It is the goal of the City to comply with the requirements of Public Resources Code Section 40000 et seq (as it may be amended) and all rules and regulations promulgated in furtherance thereof. Therefore, the scope of work for the Contractor with regard to diversion programs is divided into immediate implementation and two phased periods of implementation (Phase 1 and Phase 2). All programs listed in Table 1 below that do not have a notation of either "Phase 1" or "Phase 2" under the PARIS Code in the far left column, shall be implemented immediately by Contractor beginning the first day of operations and continued throughout the Term.

Note: For purposes of all the Phase 1 and Phase 2 requirements herein, the word "Bins" is intentionally used. Contractor is to deploy Bins. Deployment and Collection of Carts

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shall not count toward meeting the minimum requirements for deployment and Collection of Bins.

Phase 1 includes programs that Contractor is required to implement between May 1, 2014 and December 31, 2016. It is mandatory that all Phase 1 programs be implemented. Contractor must have achieved all of the following by December 31, 2016: (a) have deployed and be Collecting, Processing and Diverting Single Stream and/or Single-Material Recyclables a minimum of two hundred (200) Bins that were not deployed as of the May 2014 baseline (see below) at Commercial and Business Establishments; (b) have deployed and be Collecting, Processing and Diverting Single Stream and/or Single-Material Recyclables at a minimum of one hundred (100) Bins at Multi-family complexes that were not deployed as of the May 2014 baseline; and (c) have deployed Food Scrap and/or Bins and be Collecting, Processing and Diverting Food Scraps at a minimum of seventy (70) restaurants that were not participating in the Food Scrap Diversion Program as of the May 2014 baseline.

During May 2014 Contractor and City will conduct an inventory of Bins deployed at all Commercial and Business Establishments that are already being Collected in the Single Stream and/or Single-Material Recycling Program and the number of restaurants that are already participating in the Food Scrap Diversion Program. The results of this survey shall be used as the baseline (the "May 2014 baseline") for the number of Bins deployed and Collected in the Single Stream/Single-Material Recycling Program and the number of restaurants participating in the Food Scrap Diversion Program for the purpose of calculating whether or not Contractor has implemented all programs required in Phase 1.

The implementation of these programs is mandatory and is required to be completed. Once implemented, these programs shall continue to be provided by Contractor to the end of the Term.

Phase 2 covers the period March 1, 2017 through the end of the Term (including any extensions granted by the City pursuant to Section 6.08). There are two classes of programs in Phase 2: Class 1 mandatory programs which must be implemented by Contractor, and Class 2 City-directed programs which will be implemented only upon direction of the City.

Class 1: Contractor must have achieved all of the following by December 31, 2020: (a) have deployed and be Collecting, Processing and Diverting Single Stream and/or Single-Material Recyclables a minimum of two hundred (200) Bins at Commercial and Business Establishments that were not deployed as of the January 2017 baseline (see below); (b) have deployed and be Collecting, Processing and Diverting Single Stream and/or Single-Material Recyclables a minimum of one-hundred (100) Bins at Multi-family complexes that were not deployed as of the January 2017 baseline; (c) have deployed Food Scrap and/or Bins and be Collecting, Processing and Diverting Food Scraps at a minimum of seventy (70) restaurants that were not participating in the Food Scrap Diversion Program as of the January 2017 baseline, (d) have achieved a diversion rate percentage of fifty percent (50%) or greater, as calculated pursuant to Attachment BB

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for calendar year 2020, and (e) have further achieved a diversion rate in calendar year 2020 of fifty percent (50%) or greater in each of the following areas: (i) Residential tons Collected, (ii) Commercial and Business Establishment Tons Collected, (iii) Multi-Family Tons Collected, and (iv) Roll Off Tons Collected.

During January 2017 Contractor and City will conduct an inventory of Bins deployed at all Commercial and Business Establishments that are already being Collected in the Single Stream and/or Single-Material Recycling Program and the number of restaurants that are already participating in the Food Scrap Diversion Program. The results of this survey shall be used as the baseline (the "January 2017 baseline") for the number of Bins deployed and Collected in the Single Stream/Single-Material Recycling Program and the number of restaurants participating in the Food Scrap Diversion Program for the purpose of calculating whether or not Contractor has implemented all the required programs and met all of the requirements of Phase 2.

Class 2: To determine the Phase 2, Class 2 programs the City will evaluate on or before February 28, 2017 the changes in state law, the level of diversion achieved as measured by CalRecycle for calendar year 2016, the level of Diversion achieved by Contractor calculated as described in Attachment BB, and timeframes for the City to meet any and all diversion requirements in state law. The City may then direct Contractor to implement one or more of the Class 2 diversion programs listed in Phase 2. Contractor shall implement said programs and charge customers rates as described in Attachment D adjusted pursuant to Section 12.03. It is anticipated the programs may include, but will not be limited to, a combination of the following: implementation of a SSC MRF Route at commercial Customers that warrant use of such a program, and implementation of a residential Food Scrap diversion program.

The list in the table below provides a summary of the programs that the Contractor is required to implement during Phase 1 (May 1, 2014 - December 31, 2016) and Phase 2 (March 1, 2021 through the end of the Term). The table also lists programs that the City may select for implementation during Phase 2. Programs are identified by CalRecycle PARIS codes. For each required program/code, a start date and a completion date for implementation is shown. In addition, where appropriate, specific implementation targets to be achieved are listed (e.g. Phase 1 implementation of a Food Scrap diversion program at 70 restaurants).

See Section 6.08 (Diversion Incentive) for a description of how Contractor may earn up to two (2) one-year contract extensions if the Phase 1 and Phase 2 targets are achieved. See Contract Section 14.11 (Right of City to Permit and Contract for Collection by Third Parties) for the actions City may take if Contractor fails to achieve at least minimum levels of program implementation by the specified date for Phase 1.

Nothing in this section is intended to limit or impede Contractor's ability to implement programs more rapidly than required and/or to deploy more Recycling Containers than those required herein. If this becomes possible, without cost increases, City encourages Contractor to do so.

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Table 1 – Required Programs and Implementation Levels & Schedules

PARIS Code	Program Type	Start Date	Complete Implementation	Implementation Levels	Monthly Target
Recycling Programs					
2000-RC-CRB	Residential Curbside	5/1/2014	Immediate	All SF	NA
2010-RC-DRP	Residential Drop-Off	5/1/2014	Immediate	NA	NA
2020-RC-BYB	Residential Buyback	5/1/2014	Immediate	NA	NA
2030-RC-OSP Phase 1	Commercial/MF Single-stream Recycling (see 5020-ED-OUT)	Phase One 5/1/2014	12/31/2016	300 Bins total (100 MF & 200 Commercial)	Average of 9 Bins per month
2030-RC-OSP Phase 2 Class 1	Commercial/MF Single-stream Recycling (see 5020-ED-OUT)	Phase Two 3/1/2017	12/31/2020	Additional 300 Bins total (100 MF & 200 Commercial)	Average of 9 additional Bins per month
2070-RC-SNL	Special Collection Seasonal	5/1/2014	Immediate	NA	NA
2080-RC-SPE	Special Collection Events	5/1/2014	Immediate	NA	NA
2090-RC-OTH	Other recycling	TBD	TBD	TBD	TBD
Composting Programs					
3000-CM-RCG	Residential Curbside Green waste	5/1/2014	Immediate	All SF	NA
3020-CM-COG	Commercial On-site Green waste Pick-up	5/1/2014	Immediate	NA	NA
3040-CM-FWC Phase 1	Commercial/ Food Scraps	9/1/2014	12/31/2016	70 restaurants	Average of 2 restaurants per month
3040-CM-FWC Phase 2 Class 1	Commercial/ Food Scraps	3/1/2017	12/31/2020	An additional 70 restaurants	Average of 2 additional restaurants/month
3070-CM-OTH Phase 2 Class 2	Other composting Residential Food Scraps	TBD City may Direct	TBD City may Direct	TBD City may Direct	TBD City may Direct
Special Waste Diversion Programs					
4020-SP-TRS	Tires	5/1/2014	Immediate	NA	NA
4030-SP-WHG	White Goods	5/1/2014	Immediate	NA	NA
4040-SP-SCM	Scrap Metal	5/1/2014	Immediate	NA	NA
4050-SP-WDW	Wood waste	5/1/2014	Immediate	NA	NA
4060-SP-CAR	Concrete, Asphalt, and Rubble	5/1/2014	Immediate	NA	NA

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4070-SP-DSD	Disaster debris	As Needed	As Needed	NA	NA
4100-SP-OTH	Other special waste	TBD	TBD	TBD	TBD
Education					
5000-ED-ELC	Electronic outreach	5/1/2014	Immediate	As per contract	NA
5010-ED-PRN	Print outreach	5/1/2014	Immediate	As per contract	NA
5020-ED-OUT	Outreach – Two (2) Full Time Recycling Coordinators	5/1/2014	Immediate	300 Bins (200 Commercial/100 MF) & 70 restaurants	9 Bins and 2 restaurants per month
5030-ED-SCH	School outreach	5/1/2014	Immediate	NA	NA
5040-ED-OTH	Other education	5/1/2014	Immediate	NA	NA
MRFing Programs					
7000-FR-MRF Phase 1	Clean MRF	5/1/2014	Immediate Through end of Term	TBD	TBD
7000-FR-MRF Phase 2 Class 2	Intermediate Processing Facility (Dirty MRF SSC MRF)	3/1/2017 or as directed by City	As directed by City	TBD at direction of City	TBD at direction of City
7030-FR-CMF (processing options listed below to correspond with CalRecycle hierarchy)					
7030-FR-CMF	Composting Facility- Aerobic Windrow	9/1/2014	Through end of Term	As needed to service Food Diversion	NA
7030-FR-CMF	Composting Facility – Aerated Static Pile	9/1/2014	1/1/2020 and through end of term	TBD at direction of City	NA
7030-FR-CMF	Composting Facility – Vermicomposting, chipping/mulching facility	9/1/2014	1/1/2020 and through end of term	TBD at direction of City	NA
7030-FR-CMF	Composting Facility - Anaerobic, In-Vessel	9/1/2014 if AD is proposed by Contractor & Digestate is Composted	1/1/2020 and through end of term	TBD at direction of City	NA
8030-TR-OTH	Other transformation	TBD at direction of City	TBD at direction of City	TBD at direction of City	NA
HHW					
9010-HH-PMC	Mobile or periodic collection – 2 EVENTS WITH NO CAP ON NUMBER OF PARTICPANTS	Immediate	Through end of Term	NA	NA
9040-HH-EDP	Education programs	Immediate	Through end of Term	NA	NA
9045-HH-EWA	E-waste	Immediate	Through end of Term	NA	NA
9050-HH-OTH	Other HHW	Immediate	Through end of Term	NA	NA

SECTION 2 - RESIDENTIAL COLLECTION SERVICES

2.1 Basic Level of Service.

The basic level of service for a Residential Premises that is individually-serviced includes once weekly curbside Collection of: (A) MSW provided by automated Collection; (B) Single Stream Recyclable Materials provided by automated Collection (PARIS code 2000-RC-CRB), and (C) Yardwaste provided by automated Collection (PARIS code 3000-CM-RCG), and other required programs identified in Table 1 Section 1.6 and in this Attachment B. City will allow exceptions to automated Collection if required due to space constraints, safety issues or other unusual circumstances.

2.2 MSW Collection.

The basic level of service for a Residential Premises that is individually-serviced is once weekly curbside Collection of MSW provided by automated Collection. Contractor shall also provide MSW Collection services to all Multi-family complexes, gated communities and mobile home parks.

2.3 Recycling Services – Phase One Overview

Contractor shall provide the following Recycling services at Residential Premises during Phase One and throughout the entire Term of the Contract. Contractor shall collect Single Stream Recyclable Materials in a vehicle collecting solely Single Stream Recyclable Materials to prevent Contamination of said materials. Contractor shall provide and use the Containers described in Section 1.4. Contractor shall process Single Stream Recyclable Materials (PARIS code 7000-FR-MRF) at a Clean MRF approved by City and arrange for sale of the Recyclable Materials. Contractor shall collect Yardwaste in a vehicle collecting solely Yardwaste to prevent Contamination of said materials. Contractor shall process Yardwaste (PARIS code 7030-FR-CMF) at a Compost Facility or an Anaerobic Digestion Facility approved by City and arrange for sale of the Compost and other saleable materials resulting from the Composting and/or Anaerobic Digestion Process. Yardwaste collected in the City of Lake Forest shall not be used as Alternative Daily Cover (ADC) unless directed to do so by City. Anaerobic Digestate shall not be taken to any Disposal Facility unless directed to do so by City.

2.03.1 Single Family

Contractor shall continuously monitor the residential automated Single Stream Recycling Program and the residential Yardwaste Program for both participation and contamination such that over each twelve (12) month period of the Term, Contractor has randomly observed a minimum of two percent (2%) of all single family households in the City to note contamination levels in the Single Stream and Yardwaste materials in the automated. When Contractor finds a household that is not participating, Contractor shall leave or direct mail the household education materials describing the programs and how to participate. When Contractor finds contamination (as described in Section

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5.7 of this Attachment B) Contractor shall alert the Customer by leaving a hang-tag and by leaving public education materials concerning the acceptable materials for the program. Contractor shall submit a written report to the City semi-annually on May 15 and November 15 of each year, beginning with May 2015. The report will summarize the results of the monitoring program, the number of households monitored and the number of non-participants and contamination incidents for each six-month period.

2.03.2 Multi-family

Contractor shall provide Recyclable Materials Collection at Multi-family complexes (PARIS code 2000-RC-CRB). During Phase 1 each complex shall be offered Collection of Single Stream Recyclable Materials and, if applicable, Single-Material Recyclables. Contractor shall provide separate Bin(s) or wheeled (as identified in Attachment E) for Collection of Single Stream Recyclable Materials and, if applicable, Single-Material Recyclables. Contractor shall collect Single Stream Recyclable Materials and Single-Material Recyclables in a vehicle collecting solely Single Stream Recyclable Materials, and Single-Material Recyclables, to prevent Contamination of said materials. Collected Recyclable Materials shall be processed (PARIS code 7000-FR-MRF) at a City approved Clean MRF. For Multi-family units that have begun a Single Stream Recycling service, Contractor shall continue to provide MSW collection service as adjusted for reduced service levels to complement the introduction of the separate collection of Recyclable Materials. Contractor shall provide to Customers the appropriate sized Container, or combination of Containers. Contractor shall make available the following sizes and types of Containers for MSW storage: two (2), three (3), four (4) and six (6) cubic yard Bins; and two (2), three (3), and four (4) cubic yard Split Bins; and compactors in the following sizes: three (3) cubic yard and four (4) cubic yard. MSW shall be collected and disposed for the rates established in Attachment D.

If a Multi-family complex refuses Single Stream Recycling service, Contractor shall conduct a site visit and go over a brief questionnaire (PARIS code 5010-ED-PRN) with the Property Manager and/or property owner. The questionnaire shall include at a minimum: property name, property address, contact name, contact phone number, current levels of MSW Collection service, brief description of City Recycling goals and compliance with the Act (including mandatory provision of AB 341), cost comparison of Single Stream Recyclables Collection and, if applicable, Single-Material Recyclables Collection and MSW Collection service, and request for the reason for not implementing a Recycling program. City shall approve questionnaire prior to use. Contractor shall keep a copy of the completed questionnaires on file and send a copy to the City. The Contractor's Recycling Coordinator will provide onsite contact to the Property Manager and/or owner who refused Recycling service to determine how the objections of the manager or owner can be resolved. Contractor shall notify City of the results of the contact and shall work with and cooperate with City and its agents to overcome the objections, space constraints, and other problems to enable the Multi-family complex to participate in either the Single Stream and/or Single-Material Recycling program.

Contractor shall have in place one-hundred (100) Bins for either a Single Stream

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Recycling Program or a combination of a Single Stream Recycling Program and a Single-Material Recycling Program at Multi-family complexes in City on or before December 31, 2016.

2.03.3 Gated Developments

The Contractor shall provide services to gated developments as directed by the Homeowners Association (HOA), Property Manager or individual Customers, provided that MSW is collected at a minimum of once per week. If the HOA or Property Manager selects wheeled cart service to individual homes, Contractor shall provide weekly Single Stream and Yardwaste collection services as described in Section 2.03.1. If central Bin service is selected, Contractor shall provide the appropriate sizes(s) and number(s) of Containers for Single Stream Recyclables and Yardwaste and the appropriate collection frequencies that shall be, at a minimum, once per week. The HOA or Property Manager may change, once in a twelve-month period, the location of Collection of MSW, the frequency of MSW Collection, and/or the method of billing. If a reduction of MSW service levels is available due to the implementation of Recycling services, the HOA may request changes in levels of, and location of, MSW services in addition to the once per year MSW change request.

Residential Customers that are included in a central or master-billing arrangement by a HOA or Property Manager may not suspend service for any period of time.

2.03.4 Mobile Home Parks

The Contractor shall provide the same MSW and Recycling services to Mobile Home Parks as those provided to single family residential premises as described in Sections 2.1 and 2.03.1. If a Mobile Home Park Homeowners Association (HOA) or Property Manager requests commercial Bin service instead of individual wheeled cart services at each mobile home, Contractor shall provide the same sizes of Containers and the same levels of service as those for Multi-Family Complexes as described in Sections 2.2 and 2.03.2.

Customers that are included in a central or master-billing arrangement by an HOA or Property Manager may not suspend service for any period of time.

2.4 Recycling Services – Phase Two Overview

Phase 2 covers the period March 1, 2017 through the end of the Term (including any extensions granted by the City pursuant to Section 6.08). There are two classes of programs in Phase 2: Class 1 mandatory programs which must be implemented by Contractor, and Class 2 City-directed programs which will be implemented only upon direction of the City.

2.04.1 Class 1 Programs

Contractor shall implement the following Class 1 programs between March 1, 2017 and December 31, 2020 and shall continue operation of said programs through the end of

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the Term.

2.04.2 Expanded Single Stream Recycling - MultiFamily

Contractor shall deploy a minimum of one-hundred (100) Bins and Collect Single Stream and Single-Material Recyclables at Multi-Family complexes. The City may direct Contractor to select certain sizes, types and/or locations of Multi-Family complexes and to meet and consult with the Property Manager of those complexes to discuss options for Single Stream and, if applicable, Single-Material Recycling programs. City may also direct Contractor to establish Multi-Family Recycling service at a specified list of Multi-Family complexes.

2.04.3 Class 2 Programs

After a City evaluation period, occurring from January 1, 2017 through February 28, 2017, the City may direct Contractor on or before March 1, 2017 to implement one or more, or a combination of the following programs. Contractor shall only implement a program or program(s) if so directed by the City.

2.04.4 SSC-MRF Route Service at Specified Multi-Family Complexes

Note: SSC MRF Route Collection service will only be directed by City, (a) if City determines it City's sole discretion that such service is desired, and (b) only if City has determined that the SSC MRF Route Collection service and processing is in full compliance with Public Resources Code Section 40000 et seq. and all rules and regulations promulgated thereto.

For any Multi-family complex that has not yet subscribed to either a Single Stream Recycling Program (and to a Single-Material Recyclables Collection Program, if applicable) Contractor shall continue to diligently pursue the establishment of a Single Stream (and a Single-Material Recyclables Collection Program, if applicable) at the complex. If there is still no Single Stream Program established as of the commencement of Phase 2, and if so directed by the City, Contractor shall provide SSC-MRF collection service. The same selection of MSW storage Containers as listed above for MSW service shall be available to the Customer. SSC-MRF Route service shall be provided by Contractor and shall be processed at a Dirty MRF (PARIS code 7000-FR-MRF) at the rates set forth in Attachment D. Contractor shall continue to diligently pursue the establishment of a Single Stream Recycling Program and if applicable, a Single-Material Recyclables Program, as a priority over the SSC-MRF service. This means Contractor shall, at least two (2) times each year, meet and consult with the management of each Multi-Family complex concerning the availability of the Single Stream (and Single-Material Recycling Program if applicable), prepare, present and discuss a cost comparison of services compared to that of the SSC-MRF Route service, and describe the requirements of state law with regard to diversion requirements and applicable recycling requirements for the size and type of Multi-Family complex.

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2.04.5 Establish Single Family Food Scrap Recycling

Contractor shall provide the collection of Food Scraps from Residential Customers. The Food Scraps shall be delivered to the City-designated Processing Facility for composting or City approved conversion (PARIS Code 7030-FR-CMF). Customers shall be charged the rates as set forth in Attachment D for the Food Scrap Collection and Processing service.

2.5 Miscellaneous Other Services to be Provided.

Contractor shall provide other levels of service for Residential Premises Collection of MSW and Recyclable Materials as specified in Section 2.05.1.

2.05.1 Back Yard/Side Yard Wheel-Out Service.

All basic Residential Premises services identified in Section 2.01 shall be offered with back yard/side yard wheel-out service at Customer request, at the rates in Attachment D.

SECTION 3 - COMMERCIAL AND BUSINESS PREMISES SERVICES

3.1 Basic Level of Service.

The basic level of service for Commercial and Business Premises that shall be provided includes once weekly Collection of: (A) MSW provided by a vehicle designed for commercial Collection and (B) Collection of Single Stream Recyclable Materials (PARIS code 2030-RC-OSP) and (C) Collection of Food Scraps (Paris Code 3040-CM-FWC) and other required programs identified in Table 1 Section 1.6.

Collection shall be accomplished in such a manner that the flow of traffic shall not be impeded nor a threat to the public health or safety created. Contractor shall provide each of the service options for Collection of MSW, Recyclable Materials, Yardwaste, and Food Scraps as described in Sections 3.2 – 3.13.

Contractor shall provide the following Collection services for Commercial and Business Establishments:

3.2 MSW Collection.

Contractor shall provide MSW Collection services as follows: (i) regularly scheduled weekly MSW Collection service; (ii) as-needed on-call Collection for Roll Off Boxes and Compactors and (iii) additional pick-ups. On-call and additional pick-up requests may be made by Customer, authorized agent or representative of Customer, or, in the case of Compactors so equipped, by automatic dial-up, other automated methods or electronic device that signals Contractor. Contractor shall provide service within 24 hours of receiving a request and shall charge the rates as established in Attachment D

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for on-call pickups and additional pickups.

Contractor's staff, including Contractor's two Recycling Coordinators, shall work with City and City's agents to determine which MSW service is best suited to each Commercial and Business Establishment in order to maximize Recycling and Diversion. In the event of a disagreement between the parties as to the type of service to be provided to a Commercial or Business Establishment, the decision of the City shall be final.

Contractor shall provide Containers as described in Section 1.04.3 to Commercial and Business Establishments for storage and Collection MSW at the rates in Attachment D.

Customers may, at any time, adjust the frequency of Collections, the size(s) of Containers, the type(s) of Containers and/or the number of Containers for the storage and Collection of MSW.

3.3 Recycling Services – Phase One Overview

Contractor shall provide Recyclable Materials Collection at Commercial and Business Establishments (PARIS code 2030-RC-OSP). During Phase 1 each commercial Customer shall be offered Collection of Single Stream (and Single-Material Recyclables, if applicable). Contractor shall provide separate Bin(s) or wheeled (as identified in Attachment E) for Collection of Single Stream Recyclable Materials and, if applicable, Single-Material Recyclables. In addition, 70 restaurants shall have a Food Scrap Recycling program (PARIS Code 3040-CM-FWC) implemented by December 31, 2016.

3.03.1 Single Stream Collection.

Contractor shall collect Single Stream Recyclable Materials and Single-Material Recyclables in a vehicle collecting solely Single Stream Recyclable Materials, and Single-Material Recyclables (PARIS Code 2030-RC-OSP) in a vehicle collecting solely Single Stream and Single-Material Recyclables, to prevent Contamination of said materials. Collected Recyclable Materials shall be processed (PARIS code 7000-FR-MRF) at a City approved Clean MRF.

For Commercial and Business Establishments that have begun a Single Stream Recycling service, Contractor shall continue to provide MSW collection service as set forth in this Attachment B. Contractor shall provide to Customers the appropriate sized Container, or combination of containers. Contractor shall make available the following sizes and types of Containers for Recyclables and MSW storage: two (2), three (3), four (4) and six (6) cubic yard Bins; and two (2), three (3), and four (4) cubic yard Split Bins; and compactors in the following sizes: three (3) cubic yard and four (4) cubic yard.

If a Customer refuses Single Stream Recycling services, Contractor shall send a brief questionnaire to the business owner and the on-site business manager or supervisor. The questionnaire shall include at a minimum: property name, property address, contact name, contact phone number, current levels of MSW Collection service, brief description of City Recycling goals and compliance with the Act, cost comparison for

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Single Stream Recyclables Collection versus MSW Collection services, and request for the reason for not implementing a Recycling program. City shall approve questionnaire prior to distribution. Contractor shall keep a copy of the completed questionnaires on file and send a copy to the City within five (5) days of receipt of the questionnaire from the Customer. One of Contractor's Recycling Coordinators will contact the business owner and/or the manager who refused Recycling service to determine how the objections of the manager or owner can be resolved.

Contractor shall notify City of the results of the contact and shall work with and cooperate with City and its agents to overcome the objections, space constraints, and other problems to enable the Commercial and Business Establishment to participate in the Single Stream Recycling program.

Contractor shall have in place 200 Single Stream Recycling Bins at Commercial and Business Establishments in City on or before December 31, 2016.

Contractor shall maintain a list of all Commercial and Business Establishment accounts receiving Single Stream Recyclable Materials and Single-Material Recyclables service, including Customer name, address, number and type of Containers provided and frequency of service. Contractor shall submit the list to the City on a monthly basis. Customers shall be charged the rates as set forth in Attachment D for Single Stream Recyclable Materials and Single-Material Recyclables service.

3.03.2 Food Scrap Collection.

Contractor shall provide the collection of Food Scraps from restaurants and other commercial premises. At the direction of the City Contractor shall include food-soiled fiber products such as paper napkins and paper towels.

Contractor shall provide participating Customers with wheeled Carts or other containers and /or Bins, roll-offs or compactors as necessary for the segregation and storage of Food Scraps to be recycled. Contractor shall consult with participants to determine appropriate containers and provide and distribute appropriate containers, Bins, roll-offs or compactors to Customers. The Contractor shall provide public education materials on the new program.

The Food Scraps shall be delivered to the City-designated Processing Facility for composting or City approved conversion (PARIS Code 7030-FR-CMF). Customers shall be charged the rates as set forth in Attachment D for the Food Scrap Collection and Processing service.

For Commercial and Business Establishments that have begun a Food Scrap Recycling service, Contractor shall continue to provide MSW collection service as set forth in this Attachment B. Contractor shall provide to Customers the appropriate sized Container, or combination of containers. Contractor shall make available the following sizes and types of Containers for Food Scrap, Recyclable Materials and MSW storage: thirty (35) gallon, sixty-five (65) gallon, or ninety-five (95) gallon Carts, two (2), three (3), four (4) and six (6) cubic yard Bins; and two (2), three (3), and four (4) cubic yard Split Bins; and

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compactors in the following sizes: three (3) cubic yard and four (4) cubic yard.

If a Customer refuses Food Scrap Recycling services, Contractor shall send a brief questionnaire to the business owner and the on-site business manager or supervisor. The questionnaire shall include at a minimum: property name, property address, contact name, contact phone number, current levels of MSW Collection service, brief description of City Recycling goals and compliance with the Act, cost comparison for Food Scraps Recyclables Collection versus MSW Collection services, and request for the reason for not implementing a Food Scrap Recycling program. City shall approve the questionnaire prior to distribution. Contractor shall keep a copy of the completed questionnaires on file and send a copy to the City within five (5) days of receipt of the questionnaire from the Customer. One of Contractor's Recycling Coordinators will contact the business owner and/or the manager who refused Food Scrap Recycling service to determine how the objections of the manager or owner can be resolved.

Contractor shall notify City of the results of the contact and shall work with and cooperate with City and its agents to overcome the objections, space constraints, and other problems to enable the Commercial and Business Establishment to participate in the Food Scrap Recycling program.

Contractor shall have in place 70 Food Scrap Recycling Bins at Commercial and Business Establishments in City on or before December 31, 2016.

Contractor shall maintain a list of all Commercial and Business Establishment accounts receiving Food Scrap Collection service, including Customer name, address, number and type of Containers provided and frequency of service. Contractor shall submit the list to the City on a monthly basis. Customers shall be charged the rates as set forth in Attachment D for Food Scrap Collection service.

3.4 Recyclable Services - Phase Two Overview.

Phase 2 covers the period March 1, 2017 through the end of the Term (including any extensions granted by the City pursuant to Section 6.08). There are two classes of programs in Phase 2: Class 1 mandatory programs which must be implemented by Contractor, and Class 2 City-directed programs which will be implemented only upon direction of the City.

3.04.1 Class 1 Programs

Contractor shall implement the following Class 1 programs between March 1, 2017 and December 31, 2020 and shall continue operation of said programs through the end of the Term.

3.04.2 Expansion of Collection of Single Stream Recyclable Materials.

Contractor shall implement Single Stream Recycling Services for Commercial and

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Business Establishments at additional businesses as directed by the City. The City may direct Contractor to select certain sizes, types and/or locations of businesses and to meet and consult with the management of those businesses to discuss options for Single Stream and, if applicable, Single-Material Recycling programs. City may also direct Contractor to establish Commercial and Business Establishments Recycling service at a specified list of businesses. Contractor shall have in place 200 additional Single Stream Recycling Bins at Commercial and Business Establishments in City on or before December 31, 2020.

3.04.3 Expansion of Food Scrap Collection Program

Contractor shall implement the Food Scrap Collection program at additional restaurants and other businesses as directed by the City. At the direction of the City Contractor shall include food-soiled fiber products such as paper napkins and paper towels. The City may direct Contractor to select certain sizes, types and/or locations of restaurants and other Commercial Premises and to meet and consult with the management of those businesses to discuss participation in the Food Scrap Collection program. City may also direct Contractor to establish Food Scrap Collection service at a specified list of businesses. Contractor shall have in place a Food Scrap programs at an additional 70 restaurants in City on or before December 31, 2020.

3.04.4 Class 2 Programs

After a City evaluation period, occurring from January 1, 2017 through February 28, 2017, the City may direct Contractor on or before March 1, 2017 to implement a SSC MRF Route at commercial Customers that warrant use of such a program.

3.04.5 SSC-MRF Service at Specified Commercial and Business Establishments

Note: SSC MRF Route Collection service will only be directed by City, if (a) City has determined, in City's sole discretion, that the service is desired, and (b) City has determined that the SSC MRF Route Collection service and processing is in full compliance with Public Resources Code Section 40000 et seq. and all rules and regulations promulgated thereto.

For any Commercial and Business Establishments that has not yet subscribed to the Single Stream Recycling Program (and to a Single-Material Recyclables Collection Program, if applicable) Contractor shall continue to diligently pursue the establishment of a Single Stream program (and a Single-Material Recyclables Collection Program, if applicable) at the Commercial Premises. If there is still no Single Stream Program established as of the commencement of Phase 2, and if so directed by the City, Contractor shall provide SSC-MRF collection service. The same selection of Recycling and MSW storage Containers as listed as listed in this Attachment B shall be available to the Customer. SSC-MRF Route service shall be provided by Contractor and shall be processed at a Dirty MRF (PARIS code 7000-FR-MRF) at the rates set forth in Attachment D. Contractor shall continue to diligently pursue the establishment of a

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Single Stream Recycling Program (and if applicable, a Single-Material Recyclables Program) as a priority over SSC-MRF service. This means one of Contractor's two Recycling Coordinators shall, at least two (2) times each year, meet and consult with the management of each Commercial and Business Establishment concerning the availability of the Single Stream program (and the Single-Material Recycling Program, if applicable), prepare, present and discuss a cost comparison of services compared to that of the SSC-MRF service, and describe the requirements of state law with regard to diversion requirements and applicable recycling requirements for the Commercial and Business Establishment.

If directed to establish a SSC MRF Route by City, Contractor must continue to Collect Single Stream and (where applicable) Single-Material Recyclables at all Bins deployed in Phase 1 and in Phase 2, Class 1 at Commercial and Business Establishments and at Multi-family complexes. Single Stream and Single-Material Bins shall not be converted to SSC MRF Route service.

3.5 Other Services To Be Provided.

3.05.1 Manual Can Service

Contractor shall only provide manual Can service to Single-Family, Multi-Family and Commercial Customers, using Customer's own containers, where neither Cart nor Bin service is feasible due to the low volume of MSW generated, or the inability to operate automated collection vehicles, or the inability to store or use reasonably at the service location. All exceptions to automated collection service must be approved by City. For Commercial Customers, such service is limited to Customers generating a maximum of one hundred pounds (100lbs.) of MSW per week.

3.05.2 Business Recycling Plans.

Contractor's Recycling Coordinator, in consultation with the City, will prepare a "Recycling Plan" for each business (PARIS code 2030-RC-OSP). The City will prioritize business reviews with those having the largest bills and those requesting it first. Contractor shall review the waste stream, photograph the waste stream and discuss the Recycling plan with the business owner/manager prior to finalization.

3.6 Changes in Collection Services.

Customers may, at any time, decrease the frequency of Collections and/or the number of Containers or Compactors for MSW commensurate with the amount of Recyclable Materials, Yardwaste, and Food Scraps diverted by any Recycling programs, projects or activities undertaken by Customer (PARIS code 6010-PI-EIN).

Customers may, at any time, adjust the frequency of Collections and/or the number of Containers for all types of Containers for the storage and Collection of Recyclable Materials.

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3.7 Consultations and Technical Assistance.

Contractor shall consult with Customers on establishing Recycling programs and on other MSW and Recycling related activities (PARIS code 2030-RC-OSP). Customer may consult with City, City's agents or representatives, and/or with any other Recycling company or expert to plan and implement the most beneficial Recycling program(s) for that Customer. The Contractor will provide Business Recycling Plans and assistance upon request of Customers WITHIN (7) SEVEN BUSINESS DAYS.

3.8 Notice to Commercial and Business Establishments.

Contractor's two Recycling Coordinators shall, at least twice during each twelve (12) month period, make contact in person at the site of all Commercial and Business Establishments with the business owner and/or property manger (PARIS code 2030-RC-OSP). Additionally, the Contractor shall make annual site visits to each Commercial and Business Customer that ranks in the largest 25 waste Customers in the City. The site visits are to notify the Customers of additional methods of Source Reduction and Recycling and other supportive services available. Such contact shall include a brochure as described in Section 5.5. Contractor shall perform waste stream audits (PARIS code 5010-ED-PRN), as requested, and prepare a Business Recycling Plan and report to Customer on opportunities available to start-up or increase Diversion and reduce cost of MSW Collection. The Contractor's two Recycling Coordinators shall additionally make phone contact with each Commercial and Business Establishment annually to ensure that solid waste service is adequate and provide information that is provided in site visits.

3.9 Elective and Required Waste, Composition and Diversion Studies.

Contract Sections 9.07 and 9.08 provide for quarterly diversion allocation audits. Contractor shall cooperate fully with City and its agents while all audits and any study is being conducted, including, but not limited to, allowing site visits and detailed observations of all Processing Facility operations; allowing site visits during regular hours of operation, access to all Collection, transport and materials processing operations, responding in a timely manner to questions and requests for data and information; and making Contractor's personnel available to respond to questions from the City. Any site visit must be requested at least twenty-four (24) hours in advance through the Contractor's City liaison. All requests will be allowed by Contractor unless there can be determined to be a safety issue for visitors or employees of the facility; as an example, when a visit may be interrupting construction or some unique situation beyond the control of the Contractor.

3.10 Temporary Bin and Roll-Off Services.

Contractor shall provide on a temporary basis two (2) cubic yard, three (3) cubic yard, four (4) cubic yard, six (6) cubic yard Bins, split 2 (2) yard Bins, and split 3 (3) yard Bins and ten (10), twenty (20), thirty (30) and forty (40) cubic yard Roll- Off Boxes for the purposes of Collection of MSW, Single Stream Recyclable Materials, and Construction

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and Demolition Debris (PARIS code 4060-SP-CAR) at the request of Customers. Service shall be provided at the rates set forth in Attachment D. Such temporary service shall be provided, by way of example but not limitation, to sites where construction and /or demolition activity, replacement of roofs or paved areas, or replacement or maintenance of landscape materials is occurring. Collection shall occur on an as-needed, on-call basis, within twenty-four (24) hours of a request, or may be regularly scheduled, as determined by Customer.

All such temporary Bins and Roll-Off Containers shall be collected, transported, and processed (PARIS codes 7000-FR-MRF and 7030-FR-CMF) at the City-designated Compost Facility, and/or Construction and Demolition Debris Processing Facility, and/or MRF.

All temporary Bins and Roll-Off Containers containing Recyclable Materials and Single Stream Recyclable Materials shall be collected and the materials transported to the City-designated Clean MRF for processing (PARIS code 7000-FR-MRF) and sale.

3.11 Construction and Demolition Debris Recycling

Contractor shall provide all services necessary to support Customer compliance with, and City's enforcement of the City's Construction and Demolition Debris Diversion ordinance (PARIS code 6020-PI-ORD), The City of Lake Forest Municipal Code Sections *(to be inserted upon City approval of Ordinance)* including all goals and requirements of the ordinance. Such services (PARIS codes 4060-SP-CAR and 4050-SP-WDW)) shall include but not be limited to: (A) informing all Customers requesting Containers and/or Bins, Roll Off Boxes and Compactor services of the requirements of the ordinance, (B) providing Containers and/or Bins, Roll Off Boxes, and Compactors as needed for storage and transport of Single-Material Construction and Demolition Debris, and commingled Construction and Demolition Debris, as well as appropriate size Containers for MSW, (C) providing Collection service of all Containers on a timely basis and (D) working and coordinating with Customer's job site Superintendent to ensure a smooth and effective Recycling program and the Diversion of a minimum of fifty percent (50%) of all Construction and Demolition Debris generated at each of Customer's job sites for which Contractor is providing Construction and Demolition Debris Collection service. Contractor shall inform Customers utilizing Containers and/or Bins and Roll Off Boxes on a temporary basis, that materials being Generated must be Recycled pursuant to the requirements of City's ordinance.

3.12 Other Services

Contractor shall provide the following additional services at the rates set forth in Attachment D: (i) Bin wheel out service, (ii) additional Container pick-up, (iii) locking lids for Bins, (iv) use of a key to open a locked gate or enclosure to access Containers.

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3.13 City Facilities and Events Collection Services.

3.013.1 Collection Services for City Operations and at City Events and Special Events.

Each year the City may conduct litter cleanups at any location in City, cleanups in parks and open space areas and other special cleanup events. In addition, each year the City may sponsor or co-sponsor, host or otherwise organize special events, such as parades, public building dedications, conferences of public officials, art shows, music festivals, awards ceremonies, cultural events or organized recreational activities at any of the City's facilities, parks or other venues (whether or not owned by City). Contractor shall provide the necessary Containers and Collection service (for Collection of both MSW and Single Stream Recyclable Materials) for up to and including twenty (20) special events per calendar year (PARIS code 2080-RC-SPE). Examples of the twenty (20) special events include Snowfest, Bunny Blast, Fourth of July Parade, and Concerts in the Park. The specific events may be changed and/or increased up to 20 per year at no charge. Contractor shall provide MSW and Recyclable Materials Collection services for such events, including Containers for the general public to dispose of MSW and Recyclable Materials. Contractor shall also provide larger Bins and Roll Off Containers as needed for MSW and/or for the Recycling of cardboard and large quantities of Recyclable Materials and Food Scraps.

If the special event sponsored or co-sponsored by the City serves an average of two thousand (2,000) or more individuals per day of operation of the event, or takes place at a permanent venue facility that annually seats or serves an average of two thousand (2,000) or more individuals within the grounds of the facility per day of operation, contractor shall provide a report to the City within forty-five (45) days of the end of the special event describing in detail the MSW reduction, reuse and recycling programs that were conducted at the event, the tonnage of each material type diverted or reduced, and copies of weight tickets showing the processing or end use facility where the materials were delivered. Said report shall also include the total tons of MSW disposed from the event and the percentage of MSW that was diverted by Contractor from the event.

If requested by a special event operator, sponsor, the City or the owner or operator of a "large venue" or "large event" (as defined in Public Resources Code Section 42648) Contractor shall attend annual or biennial meetings to discuss the types of MSW reduction, reuse and recycling programs to be implemented at "large events" and "large venues". Upon the request of a large event or large venue owner or operator, or at the request of the City, Contractor shall prepare diversion plans for large events and diversion plans for large venues within the City. Said plans shall be prepared within sixty (60) days after each plan is requested and shall contain all the elements required to implement Public Resources Code Section 42648 et seq

Contractor shall provide Bulky Item Collection on a monthly basis to City for Bulky Items accumulated by City. City will contact Contractor to arrange for Collection of Bulky Items from the location designated by City. The number of items included in each monthly

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Collection shall be unlimited, but is estimated to be fewer than twenty (20) items.

SECTION 4 - SPECIAL SERVICES

4.1 Bulky Goods Collection Services.

Contractor shall provide Collection services for Bulky Goods at Residential Premises and Commercial and Business Establishments in City. Customer or City may request Collection of Bulky Goods forty-eight (48) hours in advance and Collection shall occur on or before the Customer's next regularly scheduled MSW Collection day. Bulky Goods at Residential Premises shall be collected at, or reasonably near curbside, giving due consideration to circumstances of access points, vehicular and pedestrian safety and the like, in accordance with the scheduled appointment time established by Contractor, which shall in no case be earlier than 7:00 a.m. local time. Bulky Goods at Commercial and Business Establishments shall be collected from the MSW enclosure area no earlier than 7:00 a.m. local time.

Contractor shall provide two residential curbside Bulky Goods Collections per year of the Term of up to four (4) bulky items per Collection or up to 20 bundles or bags of Yardwaste, at no charge to the resident (PARIS code 2070-RC-SNL). For additional Collections of Bulky Goods from Residential Premises and for all Collections of Bulky Goods from Commercial and Business Establishments, Contractor shall charge the fees set forth in Attachment D. Appliances containing Freon shall not be eligible for the complementary Bulky Goods Collection service but shall be collected by Contractor as provided in Section 4.2. Contractor shall maintain records of the Customers requesting Bulky Goods Collections, the number of Collections requested by each Customer, and the number provided by Contractor. Contractor shall submit such records to the City upon request.

As part of a Bulky Goods Collection, Contractor shall collect unusually large amounts of cardboard, such as moving boxes, and any other Commingled Recyclables at no additional charge.

Bulky Goods include furniture (such as a sofa, chair, desk, table, mattress, box springs, patio furniture); appliances (such as a stove, dishwasher, washer or dryer, water heater, microwave oven, air conditioner); toilets, sinks, other porcelain products; shipping crates, containers, bicycles, suitcases, barbeques, swing sets, tires, tools, toys; or other items the size or weight of which precludes Collection during regularly scheduled MSW Collection.

4.2 Collection of Appliances Containing Freon

Contractor shall provide Collection services for appliances (PARIS code 4030-SP-WHG) containing Freon (such as refrigerators) at Residential Premises and Commercial and Business Establishments in City. Customer or City may request Collection of said appliances forty-eight (48) hours in advance and Collection shall occur on or before the Customer's next regularly scheduled MSW Collection day. Appliances containing Freon shall be collected at, or reasonably near curbside, giving due consideration to

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circumstances of access points, vehicular and pedestrian safety and the like, and in accordance with the scheduled appointment time established by Contractor, which shall in no case be earlier than 7:00 a.m. local time. Appliances containing Freon shall be collected from the MSW enclosure area at Commercial and Business Establishments no earlier than 7:00 a.m. local time. Contractor shall be responsible for the proper removal of the Freon from said appliances in a manner consistent with federal, state and local laws and regulations, and for Recycling the metal from said appliances. Contractor may perform this service itself, or deliver the collected appliances to a fully permitted third party for removal of the Freon and Recycling of the metal. Contractor shall charge the fees in Attachment D for this service.

4.3 Holiday Greenery Collection and Recycling.

Contractor shall collect at curbside Christmas trees and other holiday greenery on regular days of service for Residential Premises for two full weeks after the date of Christmas following the Christmas Holiday (PARIS code 2070-RC-SNL). Contractor shall prepare a brochure or postcard informing residents of such Collection service (PARIS code 5010-ED-PRN). Contractor shall submit a draft of brochure or postcard to City for review and approval by November 1 of each year of the Term. The brochure or postcard shall be prepared and mailed first-class postage, shall be professionally designed and mailed so that residents receive the brochure or postcard not later than December 10. Residents shall be instructed on how to prepare Holiday Greenery for Recycling. Holiday Greenery which complies with these instructions shall be delivered by Contractor to the City designated Compost Facility. Trees and greenery that have been flocked or contaminated by tinsel shall be delivered to the City designated Disposal Facility.

Contractor shall also provide a Christmas Tree drop off on a minimum of two Saturdays between December 26 and January 20. Contractor shall locate and obtain all required state and local permits for use of the drop off site. Contractor shall provide all equipment and personnel necessary to operate the drop off location in a safe, convenient and orderly manner, observing all traffic and other local laws and regulations. Contractor shall include information on the dates and times of the drop off in the brochure or postcard mailed to residents by December 10 each year. The drop off shall operate for a minimum of six (6) hours each Saturday. Christmas Trees shall be delivered to the City designated Compost Facility. Trees that have been flocked or contaminated by tinsel shall be delivered to the City designated Disposal Facility.

Contractor shall provide City a written report by February 1 showing tons of Christmas Trees collected at curbside and at the drop off events and the tons delivered to the Compost Facility and the Disposal Facility. Contractor shall provide City with copies of weight tickets from the Compost Facility and the Disposal Facility as documentation of the tons diverted.

4.4 Electronic Waste and Universal Waste Collection.

Contractor shall Collect Electronic Waste that cannot legally be disposed of in a landfill

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from Residential Premises and Commercial and Business Establishments in City (PARIS code 9045-HH-EWA). Customer or City may request Collection of Electronic Waste forty-eight (48) hours in advance and Collection shall occur on or before the Customer's next regularly scheduled MSW Collection day. Electronic Waste from Residential Premises shall be collected at curbside, in accordance with the scheduled appointment time established by Contractor, which shall in no case be earlier than 7:00 a.m. local time. Electronic Waste from Commercial and Business Establishments shall be collected in the area of the MSW enclosure, in accordance with the scheduled time established by the Contractor, which shall in no case be earlier than 7:00 a.m. local time. Contractor shall charge the fee set forth in Attachment D for this service. All Electronic Waste that is collected by Contractor shall be delivered to a fully permitted processing facility for Recycling and reuse.

For purposes of the rates in Attachment D each one of the following constitutes a single item of Electronic Waste: television, computer monitor, computer CPU, computer keyboard, computer mouse, printer, desk copier, multi-function machine (combination copier/fax/printer), VCR, DVD/CD/tape player, cellular telephone, microwave oven, iron, stereo, stereo, speakers (2), cables, scanner, and all other corded appliances and corded devices that are not defined herein as Universal Waste.

Contractor shall collect Universal Waste that cannot legally be disposed of in a landfill at Residential Premises and Commercial and Business Establishments in City. Customer or City may request Collection of the Universal Waste forty-eight (48) hours in advance and Collection shall occur on or before the Customer's next regularly scheduled MSW Collection day. Universal Waste from Commercial and Business Establishments shall be collected in the area of the MSW enclosure, in accordance with the scheduled time established by the Contractor, which shall in no case be earlier than 7:00 a.m. local time. Contractor shall charge the fee set forth in Attachment D for this service. All Universal Waste that is collected by Contractor shall be delivered to a fully permitted processing facility for Recycling and reuse.

For purposes of the rates in Attachment D each of the following constitutes a single item of Universal Waste:

- Up to sixty (60) common batteries (AA, AAA, C cells, D cells and button batteries)
- Up to twelve (12) fluorescent tubes, bulbs and other mercury-containing lamps (including high intensity discharge [HID], metal halide, sodium and neon bulbs)
- Up to sixty (60) thermostats containing mercury
- Up to sixty (60) electrical switches and relays containing mercury (including those from pre-1972 washing machines, sump pumps, electric space heaters, clothing irons and silent light switches)
- Up to sixty (60) pilot light sensors from gas appliances
- Up to sixty (60) mercury gauges from barometers, manometers, blood pressure and vacuum gauges

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- Up to sixty (60) mercury-added novelty items such as greeting cards that play music when opened, athletic shoes with flashing lights in the soles, mercury maze games and similar items
- Up to sixty (60) mercury thermometers
- Up to sixty (60) aerosol cans that contain hazardous materials

Upon approval by the City, the collection and handling of Electronic Waste and/or Universal Waste may be subcontracted out by the Contractor. If a subcontractor is used, the charge for such service shall be clearly identified as the fee set forth in Attachment D for this service. The subcontractor shall comply with City insurance requirements as described in Section 11.02.

4.5 Household Hazardous Waste, E-Waste, & U-Waste Drop-off Events.

Contractor shall provide two (2) Household Hazardous Waste, E-Waste and U-Waste drop-off events per year for Lake Forest residents. The events shall be scheduled six (6) months apart and the first event shall be held on or before October 2014. Each event shall be held on two consecutive weekend days (Saturday and Sunday). Contractor shall notify all residents of the events at least one month (30 days) prior to each event. The notice shall inform residents that they should come prepared to demonstrate that they reside in the City of Lake Forest by showing one of the following items: driver's license, utility bill, Contractor's bill, or other bill with the resident's name and a Lake Forest address. Contractor may ask residents to arrange for an appointment time in order to reduce their waiting time; however, residents will not be turned away and all residents will be accepted at the event, even if they have not arranged for an appointment in advance. In the case of residents without an appointment, the drop-off event will be conducted on a "first come-first served" basis. Contractor shall operate the event for a minimum of eight (8) hours each day and shall design and operate the event such that a minimum of 30 vehicles per hour dropping off materials can be processed per hour.

Contractor shall provide all labor, equipment, safety gear, and shall obtain all required permits for each event. Contractor shall conduct each event in compliance with all applicable federal, state and local laws. All Household Hazardous Waste, E-Waste and U-Waste shall be sorted at the drop-off site and properly prepared and packaged for proper disposal or recycling. Latex paint and E-Waste delivered to the event shall be recycled. At request of City Contractor will hold additional events each year at the cost provided in Attachment D.

4.6 Emergency Services

In the event of a natural disaster or other unforeseen emergency situation (e.g. earthquake, riot, or flood) Contractor shall, to the best of Contractor's ability, provide emergency services to City within four (4) hours of notification by the City. Emergency services may include, but are not limited to, loading, collecting and hauling MSW, Construction and Demolition Debris, and large items to processing facilities, landfills or stockpiles as directed by City. Contractor shall provide Collection vehicles, drivers and

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other personnel to City and shall be compensated directly by City for these services at the rates set forth in Attachment D.

In the event that Contractor is unable to provide emergency services or is unable to provide sufficient or timely emergency services to City, City reserves the right to contract with another solid waste enterprise on a temporary basis to collect and transport MSW, Construction and Demolition Debris and all other materials as needed for City to protect the public health, safety and welfare.

SECTION 5 - PUBLIC INFORMATION AND CONSUMER EDUCATION.

5.1 General.

Contractor acknowledges that comprehensive, accurate information and consumer education are essential elements of the City's efforts to comply with the requirements of the Act. Contractor shall implement a public information and consumer education program that is consistent with City's goals. Contractor shall, at every reasonable opportunity, work to: familiarize residents, businesses, Property Managers, institutional representatives and other Persons with essential Source Reduction and Recycling concepts and activities; explain benefits of Recycling, Source Reduction, Composting and other forms of diverting MSW; provide data on Diversion activities in City which are coordinated or provided by Contractor; fully and clearly explain services and programs available to residents, businesses and institutions; publicize materials to be collected for Recycling; diligently pursue expanding markets such that new items, formerly disposed at landfills, become Recyclable Materials and respond to questions or requests for information from residents, businesses, Property Manager, institutional representatives and other Persons. The content of all written materials to be distributed shall be subject to review and approval of City in advance of dissemination.

5.2 Notice to Residents.

Contractor shall, during the month of July of each year, notify each Residential Premises Customer of the opportunity to participate, at no additional charge, in the curbside Recycling program, how to obtain a Container or additional Containers if already participating, how to replace a lost, stolen or damaged Container, the benefits of Recycling to the community, and other information as may be appropriate. Contractor shall submit to City by May 1 of each year a notice to City for review and approval. All costs associated with the preparation of a professional, well formatted and designed notice, as a pamphlet or brochure, costs of printing, labeling and mailing (first class postage) shall be borne by Contractor.

5.3 Notice to HOAs and Property Managers.

Contractor shall, during the month of October of each year, notify each HOA and Property Manager of any Multi-family Residential Premises, gated development, and mobile home park of each method of Recycling available to its residents. This notice

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shall include the following: (A) provision of a Bin or Bins in a central location, such as a work yard, for drop-off of Recyclable Materials; (B) community drop-offs available for use by residents; and (C) other available methods.

Contractor shall submit by August 1 of each year a draft notice to City for review and approval. All costs associated with the preparation of a professional, well formatted and designed notice, as a pamphlet or brochure, costs of printing, labeling and mailing (first class postage) shall be borne by the Contractor.

One of the Contractor's two Recycling Coordinators will meet with every Property Manager of Multi-family Premises at least twice per year and attend Multi-family related community meetings as requested by Property Managers. The Contractor shall develop and provide the City with the Collection plan for all new Multi-family complexes prior to commencement of service. Contractor shall provide literature and educational materials, and communicate directly and in-person with participating complexes, and alert property or on-site managers where Contamination issues arise.

5.4 Billing Inserts, Coupons; Website.

Contractor shall use bill inserts to advertise Recycling programs, special services, and special Recycling-related events. Contractor shall make public education materials available to City for placement on the City website, and for distribution at City designated special events, such as the July Fourth booth. Contractor shall pay for advertising, development and printing of education materials for the programs as defined by City (all 5000 series of PARIS codes).

5.5 Brochure for Commercial and Business Establishments.

Annually, at Contractor's sole expense, the Contractor shall prepare a professional, well-formatted and designed brochure for Commercial and Business Establishments that describes, at a minimum, the services available, a complete list of current collection rates for all services, benefits and cost savings that may result from participation in Recycling programs, availability of technical assistance from Contractor or other Recycling companies and Persons (PARIS code 5020-ED-PRN). Contractor shall submit to City for review and approval the brochure not later than ninety (90) days after the beginning of the Term. (i.e. on or before May 1, 2014) and on or before May 1 of each year of the Term. Contractor shall distribute the brochure by a first class postage mailing or in-person. The Contractor is responsible for reporting to City the results of phone and in-person contacts on an annual basis.

5.6 Non-Bill Mailing Lists.

The Contractor shall create and maintain a mailing list of all accounts that are not directly billed, so called "non-bill" Customers. The Contractor may elect to utilize the services of a direct mailing service for these "non-bill" Customers. Examples of non-bill Customers are apartments, mobile homes, condominiums, assisted living facilities, and other lease term/tenant situations such as a business park or strip mall. The mailing list shall be updated on an annual basis at a minimum and shall identify the number of non-

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bill Customers who are "on service" through a central billing or property owner/Property Manager. The programs requiring an annual mailing to non-bill Customers will include all Diversion programs plus special Recycling services such as Collection of Holiday Greenery.

5.7 Contamination Notices.

If Contamination exceeds ten (10) percent in Recyclable Materials Containers for Commercial and Business Establishments or Multi-family complexes, the Contractor shall work with the City, the Recycling Coordinators and the on-site Property Manager to reduce Contamination. Drivers of Collection trucks shall have cameras and shall take pictures of loads exceeding the ten (10) percent Contamination limit. Contractor shall record Contamination incidents on Customer accounts to include date of incident, record of picture taken, and type of Contamination. Contractor shall send the Customer a letter stating the date and nature of the Contamination and shall include a copy of the picture(s). Contractor shall send a copy of said letter and picture(s) to the City at the same time the letter is sent or delivered to the Customer. The City and the Recycling Coordinator will work with the Contractor to educate the Customer regarding the Contamination issue.

Unless and until the City, working with Contractor and the Customer, has resolved the Contamination issue, Contractor shall continue to collect the Commingled Recyclable Materials and Yardwaste Containers containing any Contamination noted in the letter and photographs, and Contractor shall continue to process said materials at the Clean MRF designated by the City.

The following table lists various Recycling streams to be collected. This list includes items to be accepted in the Recycling stream and items that are considered Contamination in the Recycling stream. The City may modify this list at any time during the Term of the Contract.

Recycling Streams and Contaminants

Recycling Material Stream	Acceptable Materials	Unacceptable Materials (Contamination)
Single Stream Recyclable Materials	newspaper, phone books, catalogs, magazines, brown paper bags, packaging, egg cartons, white paper, colored paper, envelopes (windows are not Contamination), junk mail, glossy paper, shredded paper, carbonless paper, chipboard/boxboard, cardboard, wrapping paper,	paper tissues, paper towels, paper with plastic coating (i.e. photographs, label paper), paper with food, wax paper, foil lined paper, Tyvex (non-tearing) envelopes, non-paper bags, plastic liners (i.e. cereal bags), windows, mirrors, dishware, ceramics, light bulbs, florescent tubes, toys, irrigation pipe,

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	empty aluminum cans, empty tin cans, juice containers, beer containers, sauce containers, soda cans, tuna cans, soup cans, loose jar lids, empty aerosol, empty glass beverage containers, empty glass food containers, all glass colors, empty CRV Plastic Containers and bottles #1 through #7, soft cover books/manuals, milk/juice cartons	furniture, Styrofoam, MSW, Hazardous Waste, hard cover books/manuals, pyrex materials, fiberglass materials
Yardwaste	loose green material from the yard, grass clippings, leaves, weeds, tree prunings, bush pruning's, plant material, vineyard clippings, tree trunks/stumps/branches 6" or less in diameter	rocks, dirt, plastic bags, MSW, Single-Stream Recyclables, pet waste, Hazardous Waste, tree trunks/stumps/branches greater than 6" in diameter
Wood	non-treated wood, stained wood, wood with nails, wood with small metal items, tree trunks/stumps/branches (free from leaf and brush material)	painted wood, lacquered wood, creosote treated wood, railroad ties, telephone poles, excessive nails, large metal items, Hazardous Waste
Concrete	clean concrete, concrete with rebar, asphalt not exceeding 5% of incoming load by weight	all MSW, all other non-concrete materials, Hazardous Waste, asphalt exceeding 5% of incoming load by weight
Metal	ferrous metal, non-ferrous metal	items less than 90% metal, fluids, Hazardous Waste, all MSW
Cardboard	clean cardboard, chipboard	wax cardboard, all MSW, all non-cardboard items, Hazardous Waste
Commingled Construction and Demolition Debris	all concrete materials, all metal materials, all wood materials, all cardboard materials, all Yardwaste	MSW, all food waste, Hazardous Waste

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	materials, drywall, dirt, soil, asphalt	
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5.8 Website.

Contractor shall create and maintain a website with information on all of the City's solid waste and Recycling programs (PARIS code 5000-ED-ELC). The Website shall clearly identify the representative of Contractor (e.g. the two Recycling Coordinators or other Person(s)) that Customers can call for additional information or to subscribe to any of the Recycling services. The telephone numbers and e-mail addresses for said Persons shall be clearly displayed on the Website. Contractor shall permit the City to establish a link from the City's website to the Contractor's website for the above-listed information.

5.9 Seminars, Workshops, Presentations, Meetings.

Contractor shall ensure the attendance of qualified and knowledgeable employees of Contractor, on an as-requested basis, at local seminars, workshops, presentations, meetings and the like, to provide information or discuss matters related to solid waste management and Recycling (PARIS Code 5020-ED-OUT).

SECTION 6 - IMPLEMENTATION OF INNOVATIONS.

6.1 General.

As part of the Request for Proposals process, Contractor proposed to provide certain cost-saving innovations and improvements for operations. Contractor shall implement the innovations in equipment, materials processing, vehicles, safety features and all other innovations described in Attachment H.



ATTACHMENT C IMPLEMENTATION PLAN

Over the past 50 years, CR&R has had extensive experience with the implementation of various refuse, recycling, and yard waste collection programs. CR&R has implemented fully automated collection systems for the Cities of Orange, Tustin, Stanton, Costa Mesa, San Jacinto, Hemet, Wrightwood, Perris, Temecula, Canyon Lake, Lake Elsinore, San Juan Capistrano, San Clemente, Laguna Niguel, Dana Point, Laguna Hills, El Centro, Calipatria, Holtville, and Aliso Viejo. In addition, CR&R has successfully implemented cart replacement programs from previous service providers with new automated CR&R carts at each household. Recent replacement program implementations include the following city examples:

Bellflower
Santa Fe Springs
Newport Coast
Heber
Orange
Tustin

The development of the residential three cart, fully-automated collection system for refuse, recyclables and yard waste was pioneered by CR&R in 1991. In October of that year CR&R implemented this revolutionary system for the residents of the City of Temecula as the first of its kind in the State of California. Since its inception, this three cart program with an enhanced bulky item diversion program has achieved approximately 50% diversion on the overall residential waste stream in a majority of the cities serviced by CR&R. This three cart system has now become the standard in most cities throughout California today. As the pioneer of this program, CR&R believes that this system can guarantee maximum diversion from the residential waste stream. By providing and highlighting new automated carts



in Lake Forest, CR&R will educate residential customers of the need to source separate recyclable materials, and maximize diversion. By implementing the new cart program together with education materials in the packet given to each resident, we illustrate the objectives of this program and bring attention to the separation process. CR&R's route auditing procedure as proven in the City of Tustin, will audit 10% of the households annually and tag carts identifying added recyclables in the trash cart for further education for the residents. In addition, we will point out added types of recyclables now available for diversion, including clothing and plastic bags. Extensive outreach will occur prior to and with the delivery of the containers to promote the importance of keeping recyclables segregated from non-recyclables. The introduction of a new service provider with new carts combined with the education will achieve a higher diversion on the residential waste stream.





Implementation Schedule

CR&R has prepared a full implementation timeline referenced as our Plan of Action ("POA") schedule at the end of this Section. Plans for a May 1, 2014 start date will not be a problem with CR&R, with all plans and programs implemented prior to the start date.

Procurement of Vehicles, Carts and Bins

CR&R will purchase new, natural-gas-powered (alternative fueled) vehicles upon the signing of the Franchise Agreement with the City of Lake Forest. The residential route vehicles will be built and ready for use based upon the commitment received from both AutoCar and McNeilus manufacturers. CR&R has an excellent, long-standing relationship with the Toter brand manufacturer of the residential carts. Toter carts will be delivered in the City prior to the May 1st implementation date as Toter has committed to CR&R that all of the carts needed to provide service in the City will be in stock well within the time frame established in the POA schedule at the end of this Section. CR&R will negotiate a replacement plan with the current service provider to replace residential carts and commercial and multi-family bins located within the City of Lake Forest. This will be done as was accomplished with the same incumbent provider of service in the City of Orange. CR&R prepared schedules of replacement areas by day, and each company collected or delivered as was necessary. Customers will not have excess containers on site for anymore than a two hour period on the noticed change-out date. If needed, CR&R will both collect and deliver carts and containers should this process not be accomplished. The replacement of these bins will be performed over a two week time period prior to May 1, 2014. CR&R will order and take delivery of 2,000 commercial and multifamily metal and plastic front loader bins at our Garden Grove warehouse on Lampson Avenue. This warehouse will facilitate preparation, signage, and anything necessary for efficient delivery on the noticed change-out date.

Types of Commercial Bins:

CR&R will replace the existing commercial bins in the City with new steel and plastic 2, 3, 4, and 6 cubic yard front loading bins. In addition, CR&R will order and stock split bins in the sizes of 2, 3 and 4 cubic yard bins.

All roll-off containers in the sizes of 10, 20, 30, 40 cubic yards will be steel and provided by the same manufacturer listed below.

Steel Container Manufacturer:

Consolidated Fabricators 4600 South Santa Fe Vernon, CA 90058

(800) 339-8335 Contact: Mike Malideo, Owner





Procurement of Personnel

Prior to the hiring of any personnel for the purposes of providing services in the City of Lake Forest, CR&R would offer employment to qualified and properly licensed personnel employed by the present solid waste service provider.

All applicants seeking employment with CR&R would be scheduled for an interview conducted by our Human Resources Manager, Corporate Recruiter, and Operations Manager. Applicants successfully completing the interview process would be required to undergo a pre-placement physical examination, background investigation, and drug screening at the Company's designated facilities. These procedures would be scheduled on a Saturday to avoid any interruption of service or performance with the previous service provider.

Regardless of prior employment, all new employees attend an extensive and thorough company orientation. A training session with the Fleet Maintenance Manager is performed to acquaint the new employee with the specific handling of the equipment and how to properly perform the daily Pre-Trip Inspection and Vehicle Condition Report. New employees are hired on a three-month probationary period. During this probationary period, a route manager monitors the driver's skills necessary to perform the assigned job responsibilities and adherence to the company's stringent safety practices.

After successful completion of the probationary period, the employee is placed on their designated route. The route managers continually monitor the performance of all drivers. All of the CR&R operations and office personnel are continually trained in safety and professional conduct while performing their assigned duties.

Billing and Fee Collection Services

CR&R has extensive experience integrating customer information into its computer database and expects to be able to do so seamlessly for the City of Lake Forest. A state-of-the-art computer program has been specially designed to meet the specific needs of the company's customers and the cities it serves. With all customers, CR&R keeps an internal billing database of each customer in order to maintain the account for ancillary services and other information needed to provide World Class Customer service to each and every customer in the City.

CR&R is equipped with a premier computer program allowing ease of operation by Customer Service Representatives and operations personnel. The system provides access to a multitude of information as it relates to CR&R's service. This program allows Customer Service Representatives and operations personnel to respond quickly to requests for service, promptly resolve complaints and address any concerns in each city in a timely manner.





The general information available in the tracking system includes, but is not limited to:

- Name, account number, service address, and billing location of each account.
- Service notes pertaining to specifics of the customer account, including the time and date of phone calls, items discussed during the phone conversations and the Customer Service Representative that responded to each call.
- Dates of bulky-item pick-ups, missed pickups, courtesy pickups, and types of violations.
- Container identification numbers linked to the service address where the container was assigned.
- Customer billing history, type of service, and scheduled collection days.

CR&R has the ability to create detailed reports using the above information with the ability to sort by date, route, container size, violation, type of service, street name, driver name, etc. This data is readily accessible and is made available upon request by CR&R's contracted cities. To protect this information from loss or corruption, at the end of each day the data is updated onto a back-up system and stored off-site.

Determination of Routes

CR&R will perform residential collection services on a five day work schedule for the City of Lake Forest. Multi-family residential bin scheduling will continue on a six-day per week basis. If a day change is necessary for a bin customer, we will visit with the affected customer to gain acceptance with the customer and then receive final approval from the City prior to implementation.

Each collection route will be determined through the use of a computerized grid system and listed sequentially. This system allows CR&R's field operations to provide maximum efficiency with a minimal amount of collection vehicles on surface streets. CR&R drivers are trained to respond to instances of significant traffic congestion and other emergency conditions and to inform our dispatch of such circumstances. Dispatchers will then accordingly modify any collection route in order to maintain uninterrupted service to our customers. Every effort will be made to either not change a residential route day or minimize route day changes based upon our optimum routing as well as taking into account the new start ups anticipated with current and future construction projects.



All of CR&R's collection routes are continually reviewed with any daily changes in routing performed by the designated Route Manager and approved by the Operations Manager.





Operating Procedures

CR&R maintains detailed written policies and procedures relating to operational and customer service standards. Because of its extensive experience in providing solid waste management services, CR&R has developed flexible systems and stringent controls to accommodate the unique needs of each city it services.

Safety Training

The Corporate Safety Director conducts monthly meetings with all drivers and maintenance personnel. Topics relating to safe operating procedures are taught in both English and Spanish. Personnel are encouraged to bring to the company's attention any unsafe working condition which may exist for the immediate attention of management. In addition, CR&R has installed computerized video cameras on our vehicles that send images in real-time for supervisor review of safe driving and collection habits of all drivers while on route. This procedure is a constant reminder to the collection drivers of the need to practice safe driving habits and allows the in-house supervisor to implement changes to improve each driver's daily habits.

Delivery of Containers

CR&R will take delivery of all containers at the Garden Grove distribution center. Delivery vehicles will distribute carts by neighborhood.

As CR&R has extensive experience in past conversions in cities of similar size, the delivery and removal process can be accomplished according to our implementation plan in a one week period prior to May 1, 2014.

Delivery of multi-family residential and commercial business bins and roll-off boxes will be accomplished over a two-week period using a combination of CR&R and manufacturer delivery vehicles. Depending on the cooperation of the current service provider, this process could take as little as five working days based on the number of bin accounts identified in the City. All compacter units within the City will be inspected and ownership determined. The incumbent may elect to continue any lease arrangements in place or CR&R will replace compacters as necessary and subject to customer satisfaction.

Meeting with City Staff

Within 120 days of the execution of the Franchise Agreement, CR&R will submit to the City a detailed plan of implementing the Public Outreach Programs detailed in this section. All materials will be presented in English and Spanish, complimented with pictures as this is often found to be a most worthwhile outreach tool. Also, items in Section 5 of Attachment B of the Franchise Agreement will be implemented including the following:

- Approximately 45 days prior to start up, CR&R will send an Initial Mailing. This will include a city specific educational brochure that is attached to the carts on delivery.
- The Instructional Brochure will be a part of this initial mailing, as well as part of the delivery of the carts.
- Carts will be hot-stamped illustrating what can and cannot be placed in each cart.





- CR&R will provide The Recycling Newsletter that has been widely approved by our franchised municipalities on a quarterly basis to the City of Lake Forest; as well as mailed to customers in their quarterly billings.
- Annually (July as requested), CR&R will distribute educational brochures updating customers on the programs offered as well as such items as holiday schedule reminders, new services provided, and the offering of additional no-charge recycling carts.
- Corrective Notice tags will be developed and approved by the City.
- The CR&R web-site will incorporate the City of Lake Forest information for quick access to all customers within the city.

CR&R will arrange a meeting with the designated City Staff and CR&R's City Liaison, Recycling Coordinators (2 full time employees in the field), Recycling Supervisor for Lake Forest (1 full/part time employee), Community Relations and Recycling Manager, and operations staff at

least seven to eight weeks before the implementation of all new residential or commercial integrated waste management programs. Together we will review the developed informational material, the anticipated delivery schedules, as well as any concerns that may be anticipated for the start-up.

CR&R has a successful history in providing smooth and seamless transition of service for the jurisdictions we presently service. Some of the selected methods we have used to accomplish this are listed below:

1. A letter from the Mayor or designated city representative introducing the new program to the residents and businesses.
2. A mailer explaining the program and discussing the different options available; such as cart and container sizes, etc.
3. A postcard indicating the delivery date of the carts.
4. A detailed brochure delivered with the carts at the time of delivery which describes the service and types of materials to be recycled.

Item's #1 through #3 outlined above will be distributed by mail and item #4 will be attached to the customer's container at the time of delivery. Upon completion of these tasks, CR&R executes the second phase of the community education process.

Once the carts and containers have been delivered, CR&R will implement a full range of public relations strategies to encourage participation in both the residential and commercial integrated waste management programs. Upon completion of our initial meeting with the City Staff, several alternatives will be outlined to promote solid waste collection, yard waste and recycling activities.





Press releases, advertising, media interviews, feature articles, and letters to the editor, as well as public service announcements and the use of public access television are some of the tools CR&R enlists in its media campaign. These avenues of information have proven successful to CR&R in the past and will play an integral part of the success of each program in the City of Lake Forest.

CR&R provides a wide array of material in both English and Spanish that are used as handouts at speaking engagements, special events, or placed in public information areas within our cities.

Our team of professionals plays a key role in promoting the integrated waste management programs within the cities we service by actively involving themselves in the activities and fund-raising needs of the community.

Community involvement has always been an important part of CR&R's commitment to the cities it services. We accomplish this in several ways:

- √ Attendance and participation in special events
 - 4th of July Parade
 - City Hall Office Clean Up Day
 - Lake Forest Chamber Events
 - Relay for Life
 - Thanksgiving Food Drive Collection
 - El Toro High School Grad Night
 - Shop and Dine Lake Forest
 - Snow Fest
 - Bunny Blast at El Toro Park
 - And Several Others Not Specifically Listed
- √ Monetary contributions in support of worthy local causes.
- √ Promotion of activities in the schools, such as science fairs, principal for a day, scholarship fundraising, and special assemblies.
- √ Attendance at public forums and workshops (See example of a Waste and Recycling Community Workshop flyer at the end of this section).
- √ Serving on local committees or task forces.
- √ Board and committee participation on local Chambers of Commerce.
- √ Appointments to state boards.
- √ Presentations to local schools, community groups, organizations and community centers.





Preparation of Procedures

Upon award of the City Franchise Contract, CR&R will begin implementation of its proven procedures to achieve a smooth transition of service for the residents and businesses in the City of Lake Forest. Each member of the transition team participates in the preparation process in the area relevant to his or her area of expertise and will make recommendations or adjustments necessary to adapt to the unique needs of each city. This team of experienced professionals will be directed by Dean Ruffridge who will serve as the primary contact throughout the duration of the contract.

Meeting the AB-939 and future diversion Needs of the City

CR&R has assisted all of our contract municipalities in meeting and exceeding the requirements of AB-939 and other State regulations. In fact, CR&R has been a leader in Los Angeles and Orange Counties in proposing new and innovative programs that have allowed municipalities to meet and exceed the diversion requirements set by CalRecycle since the inception of AB-939.

Subsequent to the approval of SB-1016, CR&R has determined that all of the Company's franchised municipalities are in compliance with the diversion requirements using the new disposal-based pounds per capita calculation. Being a diversion-based Company since inception, CR&R has always devoted significant resources to developing diversion-based programs. These programs, in turn, are now providing our franchised municipalities compliance with governmental regulations going forward.

The following table illustrates the program options available to not only meet the requirements of the City of Lake Forest RFP for residential and commercial diversion, but gives the City additional options to achieve increased diversion. These diversion percentages are established annually at our processing facilities by performing characterization studies on random samplings of various waste stream loads from our communities. In addition, these programs have been established and endorsed by the CalRecycle and staff and are implemented at both the CR Transfer MRF and the South County MRF.

ATTACHMENT D-1 EXISTING RATES

CITY OF LAKE FOREST

RATES - EFFECTIVE September 1, 2013

Frequency	Rates Effective 9.1.2013		
	Service	Disposal	Total
<u>2-YARD SERVICE</u>			
1 x Week	\$45.99	\$13.14	\$59.13
2 x Week	\$62.38	\$26.30	\$88.67
3 x Week	\$90.60	\$39.44	\$130.04
4 x Week	\$112.89	\$52.60	\$165.49
5 x Week	\$123.35	\$65.72	\$189.08
6 x Week	\$145.66	\$78.87	\$224.54
<u>3-YARD SERVICE</u>			
1 x Week	\$33.90	\$19.73	\$53.63
2 x Week	\$60.98	\$39.44	\$100.42
3 x Week	\$84.96	\$59.17	\$144.12
4 x Week	\$112.48	\$78.88	\$191.37
5 x Week	\$140.23	\$98.59	\$238.83
6 x Week	\$169.27	\$118.32	\$287.59
<u>4-YARD SERVICE</u>			
1 x Week	\$58.82	\$26.30	\$85.12
2 x Week	\$69.07	\$52.60	\$121.66
3 x Week	\$99.45	\$78.88	\$178.33
4 x Week	\$131.07	\$105.18	\$236.25
5 x Week	\$158.65	\$131.48	\$290.13
6 x Week	\$191.51	\$157.79	\$349.29
<u>6-YARD SERVICE</u>			
1 x Week	\$116.67	\$39.44	\$156.11
2 x Week	\$98.26	\$78.88	\$177.15
3 x Week	\$129.62	\$118.32	\$247.94
4 x Week	\$263.33	\$157.78	\$421.11
5 x Week	\$328.40	\$197.20	\$525.60
6 x Week	\$396.22	\$236.64	\$632.86

Comm-96 Gal Cart

Rates Effective 9.1.2013

<u>Frequency</u>	<u>Service</u>	<u>Disposal</u>	<u>Total</u>
1 x Week	\$42.33	\$2.87	\$45.20
2 x Week	\$57.07	\$5.45	\$62.51
3 x Week	\$70.57	\$8.17	\$78.74
4 x Week	\$82.96	\$10.89	\$93.85
5 x Week	\$94.23	\$13.62	\$107.85
6 x Week	\$104.40	\$16.35	\$120.74
 <u>Roll-Out 0-50 Feet</u>			
1 x Week	\$5.56	\$0.00	\$5.56
2 x Week	\$8.90	\$0.00	\$8.90
3 x Week	\$12.24	\$0.00	\$12.24
4 x Week	\$15.59	\$0.00	\$15.59
5 x Week	\$18.92	\$0.00	\$18.92
6 x Week	\$22.27	\$0.00	\$22.27
 <u>Roll-Out 50-100 Feet</u>			
1 x Week	\$11.13	\$0.00	\$11.13
2 x Week	\$15.59	\$0.00	\$15.59
3 x Week	\$20.04	\$0.00	\$20.04
4 x Week	\$24.49	\$0.00	\$24.49
5 x Week	\$28.95	\$0.00	\$28.95
6 x Week	\$33.39	\$0.00	\$33.39
 <u>Roll-Out Over 100 Feet</u>			
1 x Week	\$22.27	\$0.00	\$22.27
2 x Week	\$31.17	\$0.00	\$31.17
3 x Week	\$40.08	\$0.00	\$40.08
4 x Week	\$48.98	\$0.00	\$48.98
5 x Week	\$57.88	\$0.00	\$57.88
6 x Week	\$66.80	\$0.00	\$66.80
 <u>Roll off Service</u>			
10 Yard	\$124.68	\$235.25	\$359.93
20 Yard	\$124.68	\$235.25	\$359.93
30 Yard	\$124.68	\$235.25	\$359.93
40 Yard	\$124.68	\$235.25	\$359.93
10 Yd Compactor	\$153.63	\$235.25	\$388.88
20 Yd Compactor	\$153.63	\$235.25	\$388.88
30 Yd Compactor	\$153.63	\$235.25	\$388.88
40 Yd Compactor	\$153.63	\$235.25	\$388.88

Permanent Roll-Off/Compactor rate is based on a per haul rate not the number of occurrences per week.

Frequency	Rates Effective 9.1.2013		
	Service	Disposal	Total
Prior Disposal Component is based on \$46.37 ton processing fee and 5 tons per load. New rate per ton effective 7/1/12 is	\$47.05	\$0.00	\$47.05
<u>Residential Service</u>			
Curbside	\$9.59	\$4.60	\$14.18
Senior Citizen and Mobile Home Park	\$8.28	\$4.60	\$12.88
<u>Additional Carts</u>			
Solid Waste	\$2.32	\$3.29	\$5.61
Recycling over 2	\$5.45	\$0.00	\$5.45
Green Waste over 2	\$4.31	\$1.20	\$5.50
Exchange excess of 1x per year-per event	\$16.37	\$0.00	\$16.37
<u>Bulky Item Service</u>			
Residential	\$61.10	\$4.60	\$65.70
<u>Special Commercial Bin Service Rates</u>			
Lock	\$5.53	\$0.00	\$5.53
Cleaning in Excess of 1x year	\$21.69	\$0.00	\$21.69
Exchange in Excess of 1x year	\$27.11	\$0.00	\$27.11
Sunday Service	\$54.21	\$0.00	\$54.21

ATTACHMENT D - 2

Contractor - Proposed Rates

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment E. The disposal portion will only be adjusted as that cost actually changes. Disposed costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and banded is increasingly shifting into diversion, providing free recycling is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

Rates must be submitted in 2014 dollars.

This form will become an attachment to the final contract.

1. Residential Basic Level of Service (weekly collection service)

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal		Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal			
1a. Recycling Cart								
35, 65, or 95 gallon single-stream	3.05	0.54	3.59	(1.49)				2.10 per month
Additional cart*	3.05	0.54	3.59	(1.49)				2.10 per month
1b. Yardwaste Cart								
35, 65, or 95 gallon (Yardwaste only)	3.08	0.54	3.62	1.51				5.13 per month
Additional Yardwaste cart*	3.08	0.54	3.62	1.51				5.13 per month
35, 65, or 95 gallon (Food Scraps** and Yardwaste Compost)	3.10	0.54	3.64		3.10			6.74 per month
Additional Food Scraps and Yardwaste Compost cart*	3.10	0.54	3.64		3.10			6.74 per month
35, 65, or 95 gallon (Food Scraps** and Yardwaste AD)	3.11	0.54	3.65			3.57		7.22 per month
Additional Food Scraps and Yardwaste AD cart*	3.11	0.54	3.65			3.57		7.22 per month
1c. MSW Cart								
35 gallon (Landfill)	3.98		0.89		4.87		1.05	5.72 per month
65 gallon (Landfill)	3.90		0.80		4.10		1.96	8.06 per month
95 gallon (Landfill)	3.10		0.54		3.64		2.86	6.50 per month

* This charge applies only after a resident has received 2 additional Recycling or Yardwaste Carts at no additional charge (i.e. upon the request for a 4th cart).

**The City may direct Contractor to collect and process Curbside Residential Food Scraps as part of a Phase 2, Class 2 Diversion program.

2. Commercial and Multi-Family Single-Material Recycling Service

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal		Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal			
2a. 35-gallon Cart								
1 pick-up per week	35.12	6.16	41.27	(19.74)				21.53
2 pick-ups per week	70.23	12.31	82.54	(39.48)				43.06 per month
3 pick-ups per week	105.34	18.47	123.80	(59.22)				64.58 per month
4 pick-ups per week	140.45	24.62	165.07	(78.96)				86.11 per month
5 pick-ups per week	175.57	30.78	206.34	(98.70)				107.64 per month
6 pick-up per week	210.68	36.93	247.61	(118.44)				129.17 per month
2b. 65 Gallon Cart								
1 pick-up per week	35.12	6.16	41.27	(19.07)				22.20
2 pick-ups per week	70.24	12.31	82.55	(38.15)				44.40 per month
3 pick-ups per week	105.36	18.47	123.82	(57.22)				66.60 per month
4 pick-ups per week	140.48	24.62	165.10	(76.30)				88.80 per month
5 pick-ups per week	175.60	30.78	206.37	(95.37)				111.00 per month
6 pick-up per week	210.72	36.93	247.65	(114.45)				133.20 per month
2c. 95 Gallon Cart								
1 pick-up per week	35.12	6.16	41.28	(18.41)				22.87
2 pick-ups per week	70.28	12.31	82.57	(36.82)				45.75 per month
3 pick-ups per week	105.38	18.47	123.85	(55.23)				68.62 per month
4 pick-ups per week	140.51	24.62	165.13	(73.63)				91.50 per month
5 pick-ups per week	175.64	30.78	206.41	(92.04)				114.37 per month
6 pick-up per week	210.76	36.93	247.69	(110.45)				137.24 per month
2d. 1 Cubic Yard Bin (half of 2-yard roll bin)								
1 pick-up per week	38.20	6.33	42.53	(12.93)				29.60
2 pick-ups per week	72.39	12.66	85.05	(25.86)				59.19 per month
3 pick-ups per week	108.58	18.99	127.58	(38.79)				88.79 per month
4 pick-ups per week	144.79	25.32	170.11	(51.72)				118.39 per month
5 pick-ups per week	180.98	31.65	212.63	(64.65)				147.98 per month
6 pick-up per week	217.18	37.98	255.16	(77.58)				177.58 per month
2e. 1.8 Cubic Yard Bin (half of 3-yard roll bin)								
1 pick-up per week	38.20	6.33	42.53	(12.93)				29.60

2 pick-ups per week	72.39	12.66	85.05	(25.88)		59.19	per month
3 pick-ups per week	108.59	18.99	127.58	(38.79)		88.79	per month
4 pick-ups per week	144.79	25.32	170.11	(51.72)		118.39	per month
5 pick-ups per week	180.98	31.65	212.63	(64.65)		147.98	per month
6 pick-up per week	217.18	37.98	255.16	(77.58)		177.58	per month
2f. 2 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
1 pick-up per week	38.10	8.66	44.78	(13.61)		31.15	per month
2 pick-ups per week	78.20	13.33	88.53	(27.22)		62.31	per month
3 pick-ups per week	114.30	19.99	134.29	(40.83)		93.46	per month
4 pick-ups per week	152.41	28.66	179.06	(54.44)		124.62	per month
5 pick-ups per week	190.50	33.32	223.82	(68.05)		155.77	per month
6 pick-up per week	228.60	38.98	268.58	(81.66)		186.92	per month
2g. 3 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
1 pick-up per week	48.25	8.44	56.69	(17.24)		39.45	per month
2 pick-ups per week	72.38	12.66	85.04	(25.86)		59.18	per month
3 pick-ups per week	120.63	21.10	141.73	(43.08)		98.64	per month
4 pick-ups per week	168.88	29.54	198.42	(60.53)		138.09	per month
5 pick-ups per week	217.13	37.98	255.11	(77.57)		177.54	per month
6 pick-up per week	267.60	46.84	314.63	(95.66)		218.97	per month
2h. 4 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
1 pick-up per week	53.35	9.33	62.67	(18.05)		43.62	per month
2 pick-ups per week	106.68	18.66	125.34	(36.11)		87.23	per month
3 pick-ups per week	160.03	27.99	188.01	(54.16)		133.85	per month
4 pick-ups per week	213.38	37.32	250.68	(72.22)		178.46	per month
5 pick-ups per week	266.71	46.65	313.36	(90.27)		218.09	per month
6 pick-up per week	320.04	55.98	376.02	(111.33)		264.69	per month
2i. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
1 pick-up per week	67.56	11.81	79.37	(24.13)		55.24	per month
2 pick-ups per week	135.10	23.63	158.73	(48.26)		110.47	per month
3 pick-ups per week	202.66	35.44	238.10	(72.38)		165.71	per month
4 pick-ups per week	270.21	47.26	317.47	(96.53)		220.94	per month
5 pick-ups per week	337.76	59.07	396.84	(120.68)		276.16	per month
6 pick-up per week	405.32	70.89	476.21	(144.78)		331.42	per month

3. Commercial and Multi-Family Single Stream Recycling Service

	Collection Component (88% Labor and 15% Fuel)			Processing		Residual Disposal	
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
2a. 33-gallon Cart							
1 pick-up per week	35.12	6.16	41.27	(18.74)		21.53	per month
2 pick-ups per week	70.23	12.31	82.54	(38.48)		43.06	per month
3 pick-ups per week	105.34	18.47	123.80	(57.22)		64.58	per month
4 pick-ups per week	140.45	24.62	165.07	(76.96)		86.11	per month
5 pick-ups per week	175.57	30.78	206.34	(96.70)		107.64	per month
6 pick-up per week	210.68	36.93	247.61	(116.44)		129.17	per month
3b. 65 Gallon Cart	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
1 pick-up per week	35.12	6.16	41.27	(18.07)		22.20	per month
2 pick-ups per week	70.24	12.31	82.55	(36.15)		44.40	per month
3 pick-ups per week	105.36	18.47	123.82	(54.22)		68.60	per month
4 pick-ups per week	140.48	24.62	165.10	(72.30)		92.80	per month
5 pick-ups per week	175.60	30.78	206.37	(90.37)		114.00	per month
6 pick-up per week	210.72	36.93	247.65	(110.45)		137.20	per month
3c. 95 Gallon Cart	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
1 pick-up per week	35.12	6.16	41.28	(18.41)		22.87	per month
2 pick-ups per week	70.26	12.31	82.57	(36.82)		45.75	per month
3 pick-ups per week	105.38	18.47	123.85	(55.23)		68.62	per month
4 pick-ups per week	140.51	24.62	165.13	(73.63)		91.50	per month
5 pick-ups per week	175.64	30.78	206.41	(92.04)		114.37	per month
6 pick-up per week	210.78	36.93	247.69	(110.45)		137.24	per month
3d. 1 Cubic Yard Bin (half of 2-cyd yard bin)	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
1 pick-up per week	38.20	6.33	42.53	(12.93)		29.60	per month
2 pick-ups per week	72.39	12.66	85.05	(25.88)		59.19	per month

3	3 pick-ups per week	108.59	18.99	127.58	(38.78)		88.79	per month
	4 pick-ups per week	144.79	25.32	170.11	(51.72)		118.39	per month
	5 pick-ups per week	180.98	31.85	212.83	(64.85)		147.98	per month
	6 pick-up per week	217.18	37.88	255.16	(77.58)		177.58	per month
3a	1.5 Cubic Yard Bin (half of 3-yard roll bin)	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
	1 pick-up per week	35.20	8.33	42.53	(12.93)		29.60	per month
	2 pick-ups per week	72.39	12.88	85.05	(25.86)		59.19	per month
	3 pick-ups per week	108.59	18.99	127.58	(38.79)		88.79	per month
	4 pick-ups per week	144.79	25.32	170.11	(51.72)		118.39	per month
	5 pick-ups per week	180.98	31.85	212.83	(64.85)		147.98	per month
	6 pick-up per week	217.18	37.88	255.16	(77.58)		177.58	per month
3f	2 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
	1 pick-up per week	38.10	6.06	44.76	(13.61)		31.15	per month
	2 pick-ups per week	78.20	13.33	89.53	(27.22)		62.31	per month
	3 pick-ups per week	114.30	19.89	134.29	(40.83)		93.46	per month
	4 pick-ups per week	152.41	26.86	179.05	(54.44)		124.62	per month
	5 pick-ups per week	190.50	33.32	223.82	(68.05)		155.77	per month
	6 pick-up per week	228.60	39.88	268.58	(81.66)		186.92	per month
3g	3 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
	1 pick-up per week	48.25	8.44	56.89	(17.24)		39.65	per month
	2 pick-ups per week	72.38	12.66	85.04	(25.86)		59.18	per month
	3 pick-ups per week	120.63	21.10	141.73	(40.89)		98.84	per month
	4 pick-ups per week	188.88	29.54	218.42	(60.33)		138.09	per month
	5 pick-ups per week	217.13	37.86	255.11	(77.57)		177.54	per month
	6 pick-up per week	267.80	46.84	314.63	(95.68)		218.97	per month
3h	4 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
	1 pick-up per week	53.35	9.33	62.67	(19.05)		43.62	per month
	2 pick-ups per week	106.98	18.66	125.34	(38.11)		87.23	per month
	3 pick-ups per week	160.03	27.99	188.01	(57.16)		130.85	per month
	4 pick-ups per week	213.36	37.32	250.68	(76.22)		174.46	per month
	5 pick-ups per week	266.71	46.65	313.35	(95.27)		218.08	per month
	6 pick-up per week	320.04	55.98	376.02	(114.33)		261.69	per month
3i	6 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
	1 pick-up per week	87.56	11.81	79.37	(24.13)		55.24	per month
	2 pick-ups per week	135.10	23.63	158.73	(48.26)		110.47	per month
	3 pick-ups per week	202.66	35.44	238.10	(72.39)		165.71	per month
	4 pick-ups per week	270.21	47.28	317.47	(96.53)		220.94	per month
	5 pick-ups per week	337.76	59.07	396.84	(120.65)		276.18	per month
	6 pick-up per week	405.32	70.89	476.21	(144.79)		331.42	per month

4. Commercial and Multi-Family MSW Route Service - Hauled directly to the landfill

Materials collected on the MSW route may not be processed at a Single-Material Compostable Materials Recovery Facility (SSC-MRF) facility until January 1, 2017 or as directed by the City.

4a.	35 gallon cart	Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total
		Labor	Fuel	Total Collection	Disposal	Total	
	1 pick-up per week	35.35	6.16	41.51	1.55	43.06	per month
	2 pick-ups per week	70.69	12.31	83.00	3.11	86.11	per month
	3 pick-ups per week	106.04	18.47	124.51	4.66	129.17	per month
	4 pick-ups per week	141.39	24.62	166.01	6.21	172.22	per month
	5 pick-ups per week	176.74	30.78	207.51	7.77	215.28	per month
	6 pick-up per week	212.08	36.93	249.01	9.32	258.33	per month
4b.	60 Gallon Cart	Labor	Fuel	Total Collection	Disposal	Total	
	1 pick-up per week	35.36	6.16	41.52	2.88	44.40	per month
	2 pick-ups per week	70.72	12.31	83.03	5.77	88.80	per month
	3 pick-ups per week	106.08	18.47	124.55	8.65	133.20	per month
	4 pick-ups per week	141.45	24.62	166.07	11.54	177.61	per month
	5 pick-ups per week	176.81	30.78	207.59	14.42	222.01	per month
	6 pick-up per week	212.17	36.93	249.10	17.31	266.41	per month
4c.	90 Gallon Cart	Labor	Fuel	Total Collection	Disposal	Total	
	1 pick-up per week	35.38	6.16	41.53	4.22	45.75	per month
	2 pick-ups per week	70.76	12.31	83.07	8.43	91.50	per month
	3 pick-ups per week	106.13	18.47	124.59	12.65	137.24	per month

4	pick-ups per week	141.50	24.02	166.12	16.87	182.99	per month
5	pick-ups per week	178.88	30.78	207.66	21.08	228.74	per month
6	pick-up per week	212.28	38.03	248.16	25.30	274.46	per month
4d.	1 Cubic Yard Bin (half of 2-yard split bin)	Labor	Fuel	Total Collection	Disposal	Total	
1	pick-up per week	36.52	6.33	42.85	16.34	59.19	per month
2	pick-ups per week	73.04	12.66	85.70	32.69	118.39	per month
3	pick-ups per week	109.56	18.99	128.55	49.03	177.58	per month
4	pick-ups per week	146.07	25.32	171.39	65.38	236.77	per month
5	pick-ups per week	182.58	31.65	214.24	81.72	295.96	per month
6	pick-up per week	219.11	37.98	257.09	98.07	355.16	per month
4e.	1.5 Cubic Yard Bin (half of 3-yard split bin)	Labor	Fuel	Total Collection	Disposal	Total	
1	pick-up per week	36.52	6.33	42.85	16.34	59.19	per month
2	pick-ups per week	73.04	12.66	85.70	32.69	118.39	per month
3	pick-ups per week	109.56	18.99	128.55	49.03	177.58	per month
4	pick-ups per week	146.07	25.32	171.39	65.38	236.77	per month
5	pick-ups per week	182.58	31.65	214.24	81.72	295.96	per month
6	pick-up per week	219.11	37.98	257.09	98.07	355.16	per month
4f.	2 Cubic Yard Bin	Labor	Fuel	Total Collection	Disposal	Total	
1	pick-up per week	38.44	6.60	45.11	17.20	62.31	per month
2	pick-ups per week	76.88	13.33	90.21	34.41	124.62	per month
3	pick-ups per week	115.32	19.99	135.31	51.61	186.92	per month
4	pick-ups per week	153.76	26.66	180.41	68.82	249.23	per month
5	pick-ups per week	192.20	33.32	225.52	86.02	311.54	per month
6	pick-up per week	230.64	39.99	270.62	103.23	373.85	per month
4g.	3 Cubic Yard Bin	Labor	Fuel	Total Collection	Disposal	Total	
1	pick-up per week	48.68	8.44	57.12	21.78	78.91	per month
2	pick-ups per week	73.02	12.66	85.68	32.68	118.36	per month
3	pick-ups per week	121.70	21.10	142.80	54.47	197.27	per month
4	pick-ups per week	170.38	29.54	199.92	76.28	276.18	per month
5	pick-ups per week	219.07	37.98	257.04	98.05	355.09	per month
6	pick-up per week	270.18	46.84	317.02	120.92	437.94	per month
4h.	4 Cubic Yard Bin	Labor	Fuel	Total Collection	Disposal	Total	
1	pick-up per week	53.81	9.33	63.14	24.09	87.23	per month
2	pick-ups per week	107.63	18.66	126.28	48.17	174.46	per month
3	pick-ups per week	161.44	27.99	189.43	72.26	261.69	per month
4	pick-ups per week	215.26	37.32	252.58	96.34	348.92	per month
5	pick-ups per week	269.08	46.65	315.73	120.43	436.16	per month
6	pick-up per week	322.90	55.98	378.87	144.52	523.39	per month
4i.	6 Cubic Yard Bin	Labor	Fuel	Total Collection	Disposal	Total	
1	pick-up per week	68.15	11.81	79.97	30.50	110.47	per month
2	pick-ups per week	136.30	23.63	159.93	61.01	220.94	per month
3	pick-ups per week	204.46	35.46	239.91	91.51	331.42	per month
4	pick-ups per week	272.62	47.28	319.88	122.01	441.89	per month
5	pick-ups per week	340.77	59.07	399.84	152.52	552.36	per month
6	pick-up per week	408.92	70.89	478.81	183.02	662.83	per month

5. Commercial and Multi-Family Source Separated Comparable Material Recovery Facility (SSC-MRF) Route Service

5a.	33 Gallon Cart	Collection Component (66% Labor and 34% Fuel)			Processing - acceptable beginning 10/2017		Residual Disposal	
		Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
1	pick-up per week	41.98	7.31	49.28	1.42	0.81	51.52	per month
2	pick-ups per week	83.96	14.62	98.58	2.85	1.63	103.05	per month
3	pick-ups per week	125.94	21.93	147.86	4.27	2.44	154.57	per month
4	pick-ups per week	167.91	29.24	197.15	5.69	3.25	206.09	per month
5	pick-ups per week	209.89	36.55	246.44	7.11	4.06	257.62	per month
6	pick-up per week	251.87	43.85	295.73	8.54	4.88	309.14	per month
5b.	66 Gallon Cart	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
1	pick-up per week	42.00	7.31	49.31	2.64	1.51	53.46	per month
2	pick-ups per week	84.00	14.62	98.62	5.28	3.02	106.92	per month
3	pick-ups per week	126.00	21.93	147.93	7.93	4.53	160.38	per month
4	pick-ups per week	168.00	29.24	197.23	10.57	6.04	213.84	per month

5	pick-ups per week	210.00	36.55	246.54	13.21		7.55	267.30	per month
6	pick-up per week	252.00	43.85	295.85	15.85		9.06	320.76	per month
5c.	0.9 Gallon Cart	Labor	Fuel	Total Collection	SSC-MRF		Disposal	Total	
1	pick-up per week	42.02	7.31	49.33	3.86		2.21	55.40	per month
2	pick-ups per week	84.05	14.62	98.67	7.72		4.41	110.80	per month
3	pick-ups per week	126.08	21.93	147.99	11.58		6.62	166.19	per month
4	pick-ups per week	168.08	29.24	197.32	15.45		8.82	221.59	per month
5	pick-ups per week	210.11	36.55	246.65	19.31		11.03	276.99	per month
6	pick-up per week	252.13	43.85	295.99	23.17		13.24	332.39	per month
5d.	1 Cubic Yard Bin (half of 2-yard roll bin)	Labor	Fuel	Total Collection	SSC-MRF		Disposal	Total	
1	pick-up per week	36.44	6.33	42.77	5.77		3.30	51.84	per month
2	pick-ups per week	72.88	12.66	85.54	11.54		6.59	103.68	per month
3	pick-ups per week	109.31	18.99	128.30	17.32		9.89	155.51	per month
4	pick-ups per week	145.75	25.32	171.07	23.09		13.19	207.35	per month
5	pick-ups per week	182.19	31.65	213.84	28.86		16.49	259.19	per month
6	pick-up per week	218.63	37.98	256.61	34.63		19.78	311.03	per month
5e.	1.8 Cubic Yard Bin (half of 3-yard roll bin)	Labor	Fuel	Total Collection	SSC-MRF		Disposal	Total	
1	pick-up per week	38.49	6.33	44.82	8.86		4.95	58.42	per month
2	pick-ups per week	72.87	12.66	85.63	17.32		9.89	112.84	per month
3	pick-ups per week	109.47	18.99	128.46	25.97		14.84	169.27	per month
4	pick-ups per week	145.95	25.32	171.27	34.63		19.78	225.89	per month
5	pick-ups per week	182.44	31.65	214.09	43.29		24.73	282.11	per month
6	pick-up per week	218.92	37.98	256.91	51.95		29.67	338.53	per month
5f.	2 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF		Disposal	Total	
1	pick-up per week	38.45	8.86	47.31	11.54		6.59	65.25	per month
2	pick-ups per week	76.90	13.33	90.22	23.09		13.19	126.50	per month
3	pick-ups per week	115.35	19.99	135.34	34.63		19.78	189.76	per month
4	pick-ups per week	153.80	26.66	180.46	46.18		26.38	253.01	per month
5	pick-ups per week	192.25	33.32	225.57	57.72		32.87	316.26	per month
6	pick-up per week	230.70	39.98	270.68	69.26		39.57	379.51	per month
5g.	3 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF		Disposal	Total	
1	pick-up per week	57.82	10.02	67.84	17.32		9.89	95.05	per month
2	pick-ups per week	88.88	15.03	103.91	34.63		19.78	158.33	per month
3	pick-ups per week	144.71	25.05	169.77	51.95		29.67	251.39	per month
4	pick-ups per week	202.53	35.08	237.61	69.26		39.57	346.44	per month
5	pick-ups per week	260.35	45.10	305.45	86.58		49.46	441.49	per month
6	pick-up per week	321.05	55.82	376.87	103.90		59.35	539.82	per month
5h.	4 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF		Disposal	Total	
1	pick-up per week	93.99	11.08	105.07	23.09		13.19	141.35	per month
2	pick-ups per week	127.98	22.16	150.14	46.18		26.38	222.89	per month
3	pick-ups per week	191.97	33.24	225.21	69.26		39.57	334.04	per month
4	pick-ups per week	255.96	44.31	300.27	92.35		52.75	445.38	per month
5	pick-ups per week	319.95	55.39	375.35	115.44		65.94	556.73	per month
6	pick-up per week	383.94	66.47	450.41	138.53		79.13	658.07	per month
5i.	6 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF		Disposal	Total	
1	pick-up per week	88.42	11.81	100.23	34.63		19.78	134.65	per month
2	pick-ups per week	136.83	23.63	160.46	69.26		39.57	268.29	per month
3	pick-ups per week	205.25	35.44	240.69	103.90		59.35	403.94	per month
4	pick-ups per week	273.67	47.26	320.93	138.53		79.13	536.59	per month
5	pick-ups per week	342.08	59.07	401.15	173.16		98.92	673.23	per month
6	pick-up per week	410.50	70.89	481.39	207.79		118.70	807.88	per month

6. Commercial and Multi-Family Food Scraps - Windrow Composting

6e.		Collection Component (85% Labor and 15% Fuel)			Composting Process		Residue Disposal		Total
		Labor	Fuel	Total Collection	Composting	Disposal			
1	pick-up per week	17.88	3.08	20.95	0.78			21.53	per month
2	pick-ups per week	35.35	6.16	41.50	1.55			43.06	per month
3	pick-ups per week	53.02	9.23	62.25	2.33			64.59	per month
4	pick-ups per week	70.69	12.31	83.00	3.11			86.11	per month
5	pick-ups per week	88.37	15.39	103.76	3.88			107.64	per month

6	pick-up per week	106.04	18.47	124.50	4.66		129.17	per month
6b	66 Gallon Cart	Labor	Fuel	Total Collection	Composting	Disposal	Total	
	1 pick-up per week	17.68	3.08	20.76	1.44		22.20	per month
	2 pick-ups per week	35.36	6.16	41.52	2.88		44.40	per month
	3 pick-ups per week	53.04	9.23	62.27	4.33		66.60	per month
	4 pick-ups per week	70.73	12.31	83.04	5.77		88.81	per month
	5 pick-ups per week	88.41	15.39	103.79	7.21		111.01	per month
	6 pick-up per week	106.09	18.47	124.55	8.65		133.21	per month
6c	95 Gallon Cart	Labor	Fuel	Total Collection	Composting	Disposal	Total	
	1 pick-up per week	17.69	3.08	20.77	2.11		22.88	per month
	2 pick-ups per week	35.38	6.16	41.53	4.22		45.75	per month
	3 pick-ups per week	53.06	9.23	62.30	6.32		68.62	per month
	4 pick-ups per week	70.75	12.31	83.06	8.43		91.50	per month
	5 pick-ups per week	88.44	15.39	103.83	10.54		114.37	per month
	6 pick-up per week	106.13	18.47	124.60	12.65		137.25	per month
6d	1 Cubic Yard Bin (half of 2-yard roll bin)	Labor	Fuel	Total Collection	Composting	Disposal	Total	
	1 pick-up per week	18.26	3.17	21.42	8.17		29.60	per month
	2 pick-ups per week	36.52	6.33	42.85	16.34		59.20	per month
	3 pick-ups per week	54.78	9.50	64.27	24.52		88.79	per month
	4 pick-ups per week	73.04	12.68	85.70	32.68		118.39	per month
	5 pick-ups per week	91.29	15.83	107.12	40.86		147.98	per month
	6 pick-up per week	109.56	18.99	128.55	49.03		177.58	per month
6e	1.5 Cubic Yard Bin (half of 3-yard roll bin)	Labor	Fuel	Total Collection	Composting	Disposal	Total	
	1 pick-up per week	18.26	3.17	21.42	8.17		29.60	per month
	2 pick-ups per week	36.52	6.33	42.85	16.34		59.20	per month
	3 pick-ups per week	54.78	9.50	64.27	24.52		88.79	per month
	4 pick-ups per week	73.04	12.68	85.70	32.68		118.39	per month
	5 pick-ups per week	91.29	15.83	107.12	40.86		147.98	per month
	6 pick-up per week	109.56	18.99	128.55	49.03		177.58	per month
6f	2 Cubic Yard Bin	Labor	Fuel	Total Collection	Composting	Disposal	Total	
	1 pick-up per week	19.22	3.33	22.55	8.00		31.16	per month
	2 pick-ups per week	38.44	6.66	45.11	17.20		62.31	per month
	3 pick-ups per week	57.66	10.00	67.65	25.81		93.46	per month
	4 pick-ups per week	76.88	13.33	90.21	34.41		124.62	per month
	5 pick-ups per week	96.10	16.66	112.76	43.01		155.77	per month
	6 pick-up per week	115.32	19.99	135.31	51.61		186.93	per month

7. Commercial and Multi-Family Food Scraps - Anaerobic Digestion (AD)

		Collection Component (85% Labor and 15% Fuel)			Composting Process		Non-digestate Disposal	
		Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
7a	66-gallon Cart							
	1 pick-up per week	17.88	3.08	20.75	0.78		21.53	per month
	2 pick-ups per week	35.35	6.16	41.50	1.55		43.06	per month
	3 pick-ups per week	53.02	9.23	62.25	2.33		64.59	per month
	4 pick-ups per week	70.69	12.31	83.00	3.11		86.11	per month
	5 pick-ups per week	88.37	15.39	103.76	3.88		107.64	per month
	6 pick-up per week	106.04	18.47	124.50	4.66		129.17	per month
7b	95 Gallon Cart	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
	1 pick-up per week	17.68	3.08	20.76	1.44		22.20	per month
	2 pick-ups per week	35.36	6.16	41.52	2.88		44.40	per month
	3 pick-ups per week	53.04	9.23	62.27	4.33		66.60	per month
	4 pick-ups per week	70.73	12.31	83.04	5.77		88.81	per month
	5 pick-ups per week	88.41	15.39	103.79	7.21		111.01	per month
	6 pick-up per week	106.09	18.47	124.55	8.65		133.21	per month
7c	95 Gallon Cart	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
	1 pick-up per week	17.69	3.08	20.77	2.11		22.88	per month
	2 pick-ups per week	35.38	6.16	41.53	4.22		45.75	per month
	3 pick-ups per week	53.06	9.23	62.30	6.32		68.62	per month
	4 pick-ups per week	70.75	12.31	83.06	8.43		91.50	per month
	5 pick-ups per week	88.44	15.39	103.83	10.54		114.37	per month
	6 pick-up per week	106.13	18.47	124.60	12.65		137.25	per month
7d	1 Cubic Yard Bin (half of 2-yard roll bin)	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
	1 pick-up per week	18.26	3.17	21.42	8.17		29.60	per month

2 pick-ups per week	38.52	6.33	42.85	16.34	59.20	per month
3 pick-ups per week	54.78	9.50	64.27	24.52	88.79	per month
4 pick-ups per week	73.04	12.86	85.70	32.89	118.39	per month
5 pick-ups per week	91.29	15.83	107.12	40.88	147.98	per month
6 pick-up per week	109.56	18.99	128.55	49.03	177.58	per month
7e 1.5 Cubic Yard Bin (half of 3-yard split bin)	Labor	Fuel	Total Collection	Aerobic Disposal	Disposal	Total
1 pick-up per week	18.28	3.17	21.42	6.17	28.60	per month
2 pick-ups per week	36.52	6.33	42.85	16.34	59.20	per month
3 pick-ups per week	54.78	9.50	64.27	24.52	88.79	per month
4 pick-ups per week	73.04	12.86	85.70	32.89	118.39	per month
5 pick-ups per week	91.29	15.83	107.12	40.88	147.98	per month
6 pick-up per week	109.56	18.99	128.55	49.03	177.58	per month
7f 2 Cubic Yard Bin	Labor	Fuel	Total Collection	Anaerobic Disposal	Disposal	Total
1 pick-up per week	19.22	3.33	22.55	6.60	31.16	per month
2 pick-ups per week	38.44	6.66	45.11	17.20	62.31	per month
3 pick-ups per week	57.66	10.00	67.65	25.81	93.46	per month
4 pick-ups per week	76.88	13.33	90.21	34.41	124.62	per month
5 pick-ups per week	96.10	16.66	112.76	43.01	155.77	per month
6 pick-up per week	115.32	19.99	135.31	51.61	186.93	per month

B. Commercial and Multi-Family Transformation Route Service

	Collection Component (82% Labor and 18% Fuel)			Processing acceptable beginning 1/1/2017		Residual Disposal	
	Labor	Fuel	Total Collection	BRC-MRF	Transformation	Disposal	Total
8a. 33 Gallon Cart							
1 pick-up per week	35.38	6.18	41.52	-	2.65	-	44.17
2 pick-ups per week	70.72	12.31	83.03	-	5.30	-	88.33
3 pick-ups per week	106.08	18.47	124.54	-	7.96	-	132.50
4 pick-ups per week	141.44	24.62	166.06	-	10.61	-	176.67
5 pick-ups per week	176.79	30.78	207.57	-	13.26	-	220.83
6 pick-up per week	212.16	36.93	249.09	-	15.91	-	265.00
8b. 66 Gallon Cart							
1 pick-up per week	35.38	6.15	41.53	-	4.93	-	46.46
2 pick-ups per week	70.77	12.31	83.08	-	9.85	-	92.93
3 pick-ups per week	106.15	18.47	124.61	-	14.78	-	139.39
4 pick-ups per week	141.54	24.62	166.16	-	19.70	-	185.86
5 pick-ups per week	176.92	30.78	207.69	-	24.63	-	232.32
6 pick-up per week	212.31	36.93	249.24	-	29.55	-	278.78
8c. 99 Gallon Cart							
1 pick-up per week	35.41	6.18	41.59	-	7.20	-	48.78
2 pick-ups per week	70.82	12.31	83.13	-	14.40	-	97.53
3 pick-ups per week	106.23	18.47	124.69	-	21.60	-	146.29
4 pick-ups per week	141.64	24.62	166.26	-	28.79	-	195.05
5 pick-ups per week	177.04	30.78	207.82	-	35.99	-	243.81
6 pick-up per week	212.46	36.93	249.39	-	43.19	-	292.58
8d. 1 Cubic Yard Bin (half of 2-yard split bin)							
1 pick-up per week	36.48	6.33	42.79	2.81	8.16	-	53.55
2 pick-ups per week	72.91	12.66	85.57	5.23	16.28	-	107.09
3 pick-ups per week	109.37	18.99	128.36	7.84	24.44	-	160.64
4 pick-ups per week	145.83	25.32	171.15	10.45	32.58	-	214.18
5 pick-ups per week	182.28	31.65	213.93	13.07	40.73	-	267.73
6 pick-up per week	218.74	37.98	256.72	15.68	48.88	-	321.28
8e. 1.5 Cubic Yard Bin (half of 3-yard split bin)							
1 pick-up per week	36.52	6.33	42.85	3.82	12.22	-	58.89
2 pick-ups per week	73.03	12.66	85.68	7.84	24.44	-	117.97
3 pick-ups per week	109.55	18.99	128.54	11.76	36.66	-	176.98
4 pick-ups per week	146.06	25.32	171.38	15.68	48.88	-	235.94
5 pick-ups per week	182.58	31.65	214.23	19.60	61.10	-	294.93
6 pick-up per week	219.10	37.98	257.08	23.52	73.32	-	353.92

	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
8f. 2 Cubic Yard Bin							
1 pick-up per week	38.49	6.86	45.15	5.23	16.29		66.67 per month
2 pick-ups per week	76.97	13.33	90.30	10.45	32.59		133.34 per month
3 pick-ups per week	115.46	19.99	135.45	15.68	48.88		200.01 per month
4 pick-ups per week	153.94	26.66	180.60	20.91	65.18		266.68 per month
5 pick-ups per week	192.44	33.32	225.76	26.13	81.47		333.36 per month
6 pick-up per week	230.93	39.98	270.91	31.36	97.76		400.03 per month
8g. 3 Cubic Yard Bin							
1 pick-up per week	48.60	8.44	57.24	7.84	24.44		89.52 per month
2 pick-ups per week	73.37	12.86	86.03	15.68	48.66		150.59 per month
3 pick-ups per week	122.17	21.10	143.27	23.52	73.32		240.11 per month
4 pick-ups per week	170.96	29.54	200.50	31.36	97.76		329.62 per month
5 pick-ups per week	219.76	37.98	257.74	39.20	122.20		419.14 per month
6 pick-up per week	270.88	46.84	317.82	47.04	146.64		511.50 per month
8h. 4 Cubic Yard Bin							
1 pick-up per week	54.02	9.33	63.35	10.45	32.59		100.39 per month
2 pick-ups per week	108.05	18.66	126.71	20.91	65.18		212.79 per month
3 pick-ups per week	162.07	27.99	190.06	31.36	97.76		319.18 per month
4 pick-ups per week	216.09	37.32	253.41	41.81	130.35		425.57 per month
5 pick-ups per week	270.12	46.85	316.77	52.26	162.94		531.07 per month
6 pick-up per week	324.14	55.98	380.12	62.72	195.53		638.36 per month
8i. 6 Cubic Yard Bin							
1 pick-up per week	68.52	11.81	80.34	15.68	48.98		144.90 per month
2 pick-ups per week	137.06	23.63	160.69	31.36	97.76		289.81 per month
3 pick-ups per week	205.59	35.44	241.03	47.04	146.64		434.71 per month
4 pick-ups per week	274.11	47.26	321.37	62.72	195.52		579.61 per month
5 pick-ups per week	342.64	59.07	401.72	78.39	244.41		724.52 per month
6 pick-up per week	411.17	70.89	482.06	94.07	293.29		869.42 per month

Note: In completing the rates for Sections 8-20, Proposers shall use the assumed weights for roll-off boxes and compactors listed in Table 1 following Proposal Form 12.

9. Permanent Compactor and Roll-Off Box Single-Material Recycling Service

	Collection Component (83% Labor and 12% Fuel)			Processing	Residue Disposal	
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
9a. 3 Cu. Yd. Compactor						
On-call or Scheduled Service	58.65	10.13	68.78	47.95		116.73 per month
9b. 4 Cu. Yd. Compactor						
On-call or Scheduled Service	64.84	11.20	76.03	53.01		129.04 per month
9c. 6 Cu. Yd. Compactor						
On-call or Scheduled Service	82.12	14.18	96.30	67.13		163.43 per month
9d. 10 Cu. Yd. Compactor						
On-call or Scheduled Service	125.56	21.92	147.47	(23.56)		123.91 per month
9e. 20 Cu. Yd. Compactor						
On-call or Scheduled Service	125.74	21.92	147.65	(7.06)		140.59 per month
9f. 30 Cu. Yd. Compactor						
On-call or Scheduled Service	125.93	21.92	147.84	9.44		157.28 per month
9g. 40 Cu. Yd. Compactor						
On-call or Scheduled Service	126.47	21.92	148.39	59.94		207.32 per month
9h. 10 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	102.91	17.79	120.70	72.70		193.40 per month
9i. 20 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	102.01	17.79	119.80	(9.80)		110.00 per month
9j. 30 Cu. Yd. Roll Off Box						

On-call or Scheduled Service	102.10	17.79	119.89	(1.55)		118.34	per month
9k. <u>40 Cu. Yd. Roll Off Box</u>	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
On-call or Scheduled Service	102.55	17.79	120.34	39.70		160.04	per month

10. Permanent Compactor and Roll-Off Box Single Stream Recycling Service

	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal		
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
10a. <u>3 Cu. Yd. Compactor</u>							
On-call or Scheduled Service	58.85	10.13	68.98	47.65		116.73	per month
10b. <u>4 Cu. Yd. Compactor</u>							
On-call or Scheduled Service	64.84	11.20	76.03	53.01		129.04	per month
10c. <u>6 Cu. Yd. Compactor</u>							
On-call or Scheduled Service	82.12	14.16	96.30	67.13		163.43	per month
10d. <u>10 Cu. Yd. Compactor</u>							
On-call or Scheduled Service	125.56	21.92	147.47	(23.56)		123.91	per month
10e. <u>20 Cu. Yd. Compactor</u>							
On-call or Scheduled Service	125.74	21.92	147.65	(7.06)		140.59	per month
10f. <u>30 Cu. Yd. Compactor</u>							
On-call or Scheduled Service	125.93	21.92	147.84	9.44		157.28	per month
10g. <u>40 Cu. Yd. Compactor</u>							
On-call or Scheduled Service	128.47	21.92	148.38	58.94		207.32	per month
10h. <u>10 Cu. Yd. Roll Off Box</u>							
On-call or Scheduled Service	102.81	17.79	120.70	72.70		193.40	per month
10i. <u>20 Cu. Yd. Roll Off Box</u>							
On-call or Scheduled Service	102.01	17.76	119.80	(9.80)		110.00	per month
10j. <u>30 Cu. Yd. Roll Off Box</u>							
On-call or Scheduled Service	102.10	17.79	119.89	(1.55)		118.34	per month
10k. <u>40 Cu. Yd. Roll Off Box</u>							
On-call or Scheduled Service	102.55	17.79	120.34	39.70		160.04	per month

11. Permanent Compactor and Roll-Off Box for Direct Haul to Landfill Service

	Collection Component (85% Labor and 15% Fuel)			Disposal Component		
	Labor	Fuel	Total Collection	Disposal	Total	
11a. <u>3 Cu. Yd. Compactor</u>						
On-call or Scheduled Service	59.93	10.13	70.06	163.41	233.47	per month
11b. <u>4 Cu. Yd. Compactor</u>						
On-call or Scheduled Service	66.25	11.20	77.44	180.65	258.09	per month
11c. <u>6 Cu. Yd. Compactor</u>						
On-call or Scheduled Service	83.90	14.16	98.07	226.78	326.85	per month
11d. <u>10 Cu. Yd. Compactor</u>						
On-call or Scheduled Service	126.91	21.92	148.83	99.00	247.83	per month
11e. <u>20 Cu. Yd. Compactor</u>						
On-call or Scheduled Service	127.27	21.92	149.19	132.00	281.19	per month
11f. <u>30 Cu. Yd. Compactor</u>						
On-call or Scheduled Service	127.63	21.92	149.55	165.00	314.55	per month
11g. <u>40 Cu. Yd. Compactor</u>						
On-call or Scheduled Service	128.72	21.92	150.64	264.00	414.64	per month
11h. <u>10 Cu. Yd. Roll Off Box</u>						
On-call or Scheduled Service	105.02	17.79	122.81	264.00	386.81	per month
11i. <u>20 Cu. Yd. Roll Off Box</u>						
On-call or Scheduled Service	103.20	17.79	120.99	99.00	219.99	per month
11j. <u>30 Cu. Yd. Roll Off Box</u>						

On-call or Scheduled Service	102.38	17.79	121.17	115.50	236.67	per month
11k 40 Cu. Yd. Roll Off Box	Labor	Fuel	Total Collection	Disposal	Total	
On-call or Scheduled Service	104.29	17.78	122.08	198.00	320.08	per month

12. Permanent Compactor and Roll-Off Box Source Separated Comparable Materials Recovery Facility (SSC-MRF) Processing Service

	Collection Component (85% Labor and 15% Fuel)			Processing (residuals beginning 1/1/2017)		Residual Disposal	
	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
12a 3 Cu. Yrd Compactor							
On-call or Scheduled Service	61.34	10.13	71.47	282.16		353.63	per month
12b 4 Cu. Yd. Compactor							
On-call or Scheduled Service	67.81	11.20	79.01	322.67		401.68	per month
12c 6 Cu. Yd. Compactor							
On-call or Scheduled Service	85.98	14.18	100.06	409.02		509.08	per month
12d 10 Cu. Yd. Compactor							
On-call or Scheduled Service	127.78	21.82	149.60	177.00		326.60	per month
12e 20 Cu. Yd. Compactor							
On-call or Scheduled Service	128.41	21.82	150.23	236.00		386.23	per month
12f 30 Cu. Yd. Compactor							
On-call or Scheduled Service	129.06	21.82	150.88	285.00		435.88	per month
12g 40 Cu. Yd. Compactor							
On-call or Scheduled Service	131.01	21.82	152.83	472.00		624.83	per month
12h 10 Cu. Yd. Roll Off Box							
On-call or Scheduled Service	107.30	17.79	125.09	472.00		597.09	per month
12i 20 Cu. Yd. Roll Off Box							
On-call or Scheduled Service	104.08	17.79	121.85	177.00		298.85	per month
12j 30 Cu. Yd. Roll Off Box							
On-call or Scheduled Service	104.38	17.78	122.17	206.50		328.67	per month
12k 40 Cu. Yd. Roll Off Box							
On-call or Scheduled Service	106.01	17.78	123.80	354.00		477.80	per month

13. Temporary Bin and Roll-Off Bin Single-Material Recycling Service - including 2, 3, 4, and 6 yard Bin Service

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal	
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
13a 2 Cubic Yard Bin							
Daily (Same day Service)	128.36	22.50	150.86	(72.20)		78.66	per pull
Weekly (Mon. - Following Mon.)	128.36	22.50	150.86	(72.20)		78.66	per pull
Weekend (Fri. - Mon.)	128.36	22.50	150.86	(72.20)		78.66	per pull
Other:	128.36	22.50	150.86	(72.20)		78.66	per pull
13b 3 Cubic Yard Bin							
Daily (Same day Service)	128.37	22.50	150.87	(70.71)		80.16	per pull
Weekly (Mon. - Following Mon.)	128.37	22.50	150.87	(70.71)		80.16	per pull
Weekend (Fri. - Mon.)	128.37	22.50	150.87	(70.71)		80.16	per pull
Other:	128.37	22.50	150.87	(70.71)		80.16	per pull
13c 4 Cubic Yard Bin							
Daily (Same day Service)	128.39	22.50	150.89	(69.23)		81.66	per pull
Weekly (Mon. - Following Mon.)	128.39	22.50	150.89	(69.23)		81.66	per pull
Weekend (Fri. - Mon.)	128.39	22.50	150.89	(69.23)		81.66	per pull
Other:	128.39	22.50	150.89	(69.23)		81.66	per pull
13d 6 Cubic Yard Bin							
Daily (Same day Service)	128.42	22.50	150.92	(66.42)		84.50	per pull
Weekly (Mon. - Following Mon.)	128.42	22.50	150.92	(66.42)		84.50	per pull

Weekend (Fri. - Mon.)	128.42	22.50	150.92	(86.42)			84.50	per pull
Other:	128.42	22.50	150.92	(86.42)			84.50	per pull
13e. 10 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Clean MRF		Disposal	Total	
Daily (Same day Service)	102.91	17.79	120.70	72.70			193.40	per pull
Weekly (Mon. - Following Mon.)	102.91	17.79	120.70	72.70			193.40	per pull
Weekend (Fri. - Mon.)	102.91	17.79	120.70	72.70			193.40	per pull
Other:	102.91	17.79	120.70	72.70			193.40	per pull
13f. 20 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Clean MRF		Disposal	Total	
Daily (Same day Service)	102.01	17.79	119.80	(9.80)			110.00	per pull
Weekly (Mon. - Following Mon.)	102.01	17.79	119.80	(9.80)			110.00	per pull
Weekend (Fri. - Mon.)	102.01	17.79	119.80	(9.80)			110.00	per pull
Other:	102.01	17.79	119.80	(9.80)			110.00	per pull
13g. 30 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Clean MRF		Disposal	Total	
Daily (Same day Service)	102.10	17.79	119.89	(1.55)			118.34	per pull
Weekly (Mon. - Following Mon.)	102.10	17.79	119.89	(1.55)			118.34	per pull
Weekend (Fri. - Mon.)	102.10	17.79	119.89	(1.55)			118.34	per pull
Other:	102.10	17.79	119.89	(1.55)			118.34	per pull
13h. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Clean MRF		Disposal	Total	
Daily (Same day Service)	102.55	17.79	120.34	39.70			160.04	per pull
Weekly (Mon. - Following Mon.)	102.55	17.79	120.34	39.70			160.04	per pull
Weekend (Fri. - Mon.)	102.55	17.79	120.34	39.70			160.04	per pull
Other:	102.55	17.79	120.34	39.70			160.04	per pull

14. Temporary Bin and Roll-Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Single Stream Recycling Service

	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal	
14a. 2 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	128.38	22.50	150.88	(72.20)		78.68
Weekly (Mon. - Following Mon.)	128.38	22.50	150.88	(72.20)		78.68
Weekend (Fri. - Mon.)	128.38	22.50	150.88	(72.20)		78.68
Other:	128.38	22.50	150.88	(72.20)		78.68
14b. 3 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	128.37	22.50	150.87	(70.71)		80.16
Weekly (Mon. - Following Mon.)	128.37	22.50	150.87	(70.71)		80.16
Weekend (Fri. - Mon.)	128.37	22.50	150.87	(70.71)		80.16
Other:	128.37	22.50	150.87	(70.71)		80.16
14c. 4 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	128.39	22.50	150.89	(69.23)		81.66
Weekly (Mon. - Following Mon.)	128.39	22.50	150.89	(69.23)		81.66
Weekend (Fri. - Mon.)	128.39	22.50	150.89	(69.23)		81.66
Other:	128.39	22.50	150.89	(69.23)		81.66
14d. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	128.42	22.50	150.92	(86.42)		84.50
Weekly (Mon. - Following Mon.)	128.42	22.50	150.92	(86.42)		84.50
Weekend (Fri. - Mon.)	128.42	22.50	150.92	(86.42)		84.50
Other:	128.42	22.50	150.92	(86.42)		84.50
14e. 10 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	102.91	17.79	120.70	72.70		193.40
Weekly (Mon. - Following Mon.)	102.91	17.79	120.70	72.70		193.40
Weekend (Fri. - Mon.)	102.91	17.79	120.70	72.70		193.40
Other:	102.91	17.79	120.70	72.70		193.40
14f. 20 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	102.01	17.79	119.80	(9.80)		110.00
Weekly (Mon. - Following Mon.)	102.01	17.79	119.80	(9.80)		110.00
Weekend (Fri. - Mon.)	102.01	17.79	119.80	(9.80)		110.00

Other	102.01	17.79	118.80	(9.80)		110.00	per pull
14a. 30 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
Daily (Same day Service)	102.10	17.79	118.89	(1.55)		118.34	per pull
Weekly (Mon. - Following Mon.)	102.10	17.79	118.89	(1.55)		118.34	per pull
Weekend (Fri. - Mon.)	102.10	17.79	118.89	(1.55)		118.34	per pull
Other	102.10	17.79	118.89	(1.55)		118.34	per pull
14b. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
Daily (Same day Service)	102.55	17.79	120.34	39.70		160.04	per pull
Weekly (Mon. - Following Mon.)	102.55	17.79	120.34	39.70		160.04	per pull
Weekend (Fri. - Mon.)	102.55	17.79	120.34	39.70		160.04	per pull
Other	102.55	17.79	120.34	39.70		160.04	per pull

15. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Source Separated Comparable Materials Recovery Facility (SSC-MRF) Service

	Collection Component (85% Labor and 15% Fuel)			Process/fee applicable beginning 1/1/2017		Residue Disposal	Total
	Labor	Fuel	Total Collection	SSC-MRF	Disposal		
15a. 2 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
Daily (Same day Service)	129.28	22.50	151.78	10.03		161.78	per pull
Weekly (Mon. - Following Mon.)	129.28	22.50	151.78	10.03		161.78	per pull
Weekend (Fri. - Mon.)	129.28	22.50	151.78	10.03		161.78	per pull
Other	129.28	22.50	151.78	10.03		161.78	per pull
15b. 3 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
Daily (Same day Service)	129.32	22.50	151.82	15.34		167.16	per pull
Weekly (Mon. - Following Mon.)	129.32	22.50	151.82	15.34		167.16	per pull
Weekend (Fri. - Mon.)	129.32	22.50	151.82	15.34		167.16	per pull
Other	129.32	22.50	151.82	15.34		167.16	per pull
15c. 4 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
Daily (Same day Service)	129.38	22.50	151.88	20.65		172.53	per pull
Weekly (Mon. - Following Mon.)	129.38	22.50	151.88	20.65		172.53	per pull
Weekend (Fri. - Mon.)	129.38	22.50	151.88	20.65		172.53	per pull
Other	129.38	22.50	151.88	20.65		172.53	per pull
15d. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
Daily (Same day Service)	129.49	22.50	151.99	30.68		182.67	per pull
Weekly (Mon. - Following Mon.)	129.49	22.50	151.99	30.68		182.67	per pull
Weekend (Fri. - Mon.)	129.49	22.50	151.99	30.68		182.67	per pull
Other	129.49	22.50	151.99	30.68		182.67	per pull
15e. 10 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
Daily (Same day Service)	107.30	17.79	125.09	472.00		587.09	per pull
Weekly (Mon. - Following Mon.)	107.30	17.79	125.09	472.00		587.09	per pull
Weekend (Fri. - Mon.)	107.30	17.79	125.09	472.00		587.09	per pull
Other	107.30	17.79	125.09	472.00		587.09	per pull
15f. 20 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
Daily (Same day Service)	104.08	17.79	121.85	177.00		298.85	per pull
Weekly (Mon. - Following Mon.)	104.08	17.79	121.85	177.00		298.85	per pull
Weekend (Fri. - Mon.)	104.08	17.79	121.85	177.00		298.85	per pull
Other	104.08	17.79	121.85	177.00		298.85	per pull
15g. 30 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
Daily (Same day Service)	104.38	17.79	122.17	208.50		328.67	per pull
Weekly (Mon. - Following Mon.)	104.38	17.79	122.17	208.50		328.67	per pull
Weekend (Fri. - Mon.)	104.38	17.79	122.17	208.50		328.67	per pull
Other	104.38	17.79	122.17	208.50		328.67	per pull
15h. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
Daily (Same day Service)	106.01	17.78	123.80	354.00		477.80	per pull
Weekly (Mon. - Following Mon.)	106.01	17.78	123.80	354.00		477.80	per pull
Weekend (Fri. - Mon.)	106.01	17.78	123.80	354.00		477.80	per pull
Other	106.01	17.78	123.80	354.00		477.80	per pull

16. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Direct to Landfill Service

	Collection Component (85% Labor and 15% Fuel)			Disposal Component	
	Labor	Fuel	Total Collection	Disposal	Total
16a. 2 Cubic Yard Bin					
Daily (Same day Service)	128.21	22.50	151.71	5.61	157.32 per pull
Weekly (Mon. - Following Mon.)	128.21	22.50	151.71	5.61	157.32 per pull
Weekend (Fri. - Mon.)	128.21	22.50	151.71	5.61	157.32 per pull
Other:	128.21	22.50	151.71	5.61	157.32 per pull
16b. 3 Cubic Yard Bin					
Daily (Same day Service)	128.24	22.50	151.74	8.58	160.32 per pull
Weekly (Mon. - Following Mon.)	128.24	22.50	151.74	8.58	160.32 per pull
Weekend (Fri. - Mon.)	128.24	22.50	151.74	8.58	160.32 per pull
Other:	128.24	22.50	151.74	8.58	160.32 per pull
16c. 4 Cubic Yard Bin					
Daily (Same day Service)	128.28	22.50	151.78	11.55	163.33 per pull
Weekly (Mon. - Following Mon.)	128.28	22.50	151.78	11.55	163.33 per pull
Weekend (Fri. - Mon.)	128.28	22.50	151.78	11.55	163.33 per pull
Other:	128.28	22.50	151.78	11.55	163.33 per pull
16d. 6 Cubic Yard Bin					
Daily (Same day Service)	128.34	22.50	151.84	17.16	169.00 per pull
Weekly (Mon. - Following Mon.)	128.34	22.50	151.84	17.16	169.00 per pull
Weekend (Fri. - Mon.)	128.34	22.50	151.84	17.16	169.00 per pull
Other:	128.34	22.50	151.84	17.16	169.00 per pull
16e. 10 Cubic Yard Roll-Off					
Daily (Same day Service)	105.02	17.79	122.81	264.00	386.81 per pull
Weekly (Mon. - Following Mon.)	105.02	17.79	122.81	264.00	386.81 per pull
Weekend (Fri. - Mon.)	105.02	17.78	122.81	264.00	386.81 per pull
Other:	105.02	17.79	122.81	264.00	386.81 per pull
16f. 20 Cubic Yard Roll-Off					
Daily (Same day Service)	103.20	17.79	120.99	99.00	219.99 per pull
Weekly (Mon. - Following Mon.)	103.20	17.79	120.99	99.00	219.99 per pull
Weekend (Fri. - Mon.)	103.20	17.78	120.98	99.00	219.98 per pull
Other:	103.20	17.79	120.99	99.00	219.99 per pull
16g. 30 Cubic Yard Roll-Off					
Daily (Same day Service)	103.38	17.79	121.17	115.50	236.67 per pull
Weekly (Mon. - Following Mon.)	103.38	17.79	121.17	115.50	236.67 per pull
Weekend (Fri. - Mon.)	103.38	17.79	121.17	115.50	236.67 per pull
Other:	103.38	17.79	121.17	115.50	236.67 per pull
16h. 40 Cubic Yard Roll-Off					
Daily (Same day Service)	104.29	17.79	122.08	198.00	320.08 per pull
Weekly (Mon. - Following Mon.)	104.29	17.79	122.08	198.00	320.08 per pull
Weekend (Fri. - Mon.)	104.29	17.79	122.08	198.00	320.08 per pull
Other:	104.29	17.79	122.08	198.00	320.08 per pull

17. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service Food Scraps - Windrow Composting

	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal
	Labor	Fuel	Total Collection	Composting	Disposal
17a. 2 Cubic Yard Bin					
Daily (Same day Service)	128.27	22.50	151.77	11.05	162.82 per pull
Weekly (Mon. - Following Mon.)	128.27	22.50	151.77	11.05	162.82 per pull
Weekend (Fri. - Mon.)	128.27	22.50	151.77	11.05	162.82 per pull
Other:	128.27	22.50	151.77	11.05	162.82 per pull
17b. 3 Cubic Yard Bin					
Daily (Same day Service)	128.34	22.50	151.84	16.90	168.74 per pull
Weekly (Mon. - Following Mon.)	128.34	22.50	151.84	16.90	168.74 per pull
Weekend (Fri. - Mon.)	128.34	22.50	151.84	16.90	168.74 per pull
Other:	128.34	22.50	151.84	16.90	168.74 per pull

	Labor	Fuel	Total Collection	Composting	Disposal	Total
17c. 4 Cubic Yard Bin						
Daily (Same day Service)	128.40	22.50	151.90	22.75		174.65 per pull
Weekly (Mon. - Following Mon.)	128.40	22.50	151.90	22.75		174.65 per pull
Weekend (Fri. - Mon.)	128.40	22.50	151.90	22.75		174.65 per pull
Other:	128.40	22.50	151.90	22.75		174.65 per pull
17d. 6 Cubic Yard Bin						
Daily (Same day Service)	128.52	22.50	152.02	33.80		185.82 per pull
Weekly (Mon. - Following Mon.)	128.52	22.50	152.02	33.80		185.82 per pull
Weekend (Fri. - Mon.)	128.52	22.50	152.02	33.80		185.82 per pull
Other:	128.52	22.50	152.02	33.80		185.82 per pull
17e. 10 Cubic Yard Roll-Off						
Daily (Same day Service)	104.87	17.79	122.76	260.00		382.76 per pull
Weekly (Mon. - Following Mon.)	104.87	17.79	122.76	260.00		382.76 per pull
Weekend (Fri. - Mon.)	104.87	17.79	122.76	260.00		382.76 per pull
Other:	104.87	17.79	122.76	260.00		382.76 per pull
17f. 20 Cubic Yard Roll-Off						
Daily (Same day Service)	104.26	17.79	122.05	195.00		317.05 per pull
Weekly (Mon. - Following Mon.)	104.26	17.79	122.05	195.00		317.05 per pull
Weekend (Fri. - Mon.)	104.26	17.79	122.05	195.00		317.05 per pull
Other:	104.26	17.79	122.05	195.00		317.05 per pull
17g. 30 Cubic Yard Roll-Off						
Daily (Same day Service)	104.62	17.79	122.41	227.50		349.91 per pull
Weekly (Mon. - Following Mon.)	104.62	17.79	122.41	227.50		349.91 per pull
Weekend (Fri. - Mon.)	104.62	17.79	122.41	227.50		349.91 per pull
Other:	104.62	17.79	122.41	227.50		349.91 per pull
17h. 40 Cubic Yard Roll-Off						
Daily (Same day Service)	106.40	17.79	124.19	390.00		514.19 per pull
Weekly (Mon. - Following Mon.)	106.40	17.79	124.19	390.00		514.19 per pull
Weekend (Fri. - Mon.)	106.40	17.79	124.19	390.00		514.19 per pull
Other:	106.40	17.79	124.19	390.00		514.19 per pull

	Collection Component (85% Labor and 15% Fuel)			Processing		Non-digestate Disposal	
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
18a. 2 Cubic Yard Bin							
Daily (Same day Service)	128.29	22.50	151.79	12.75		164.54	per pull
Weekly (Mon. - Following Mon.)	128.29	22.50	151.79	12.75		164.54	per pull
Weekend (Fri. - Mon.)	128.29	22.50	151.79	12.75		164.54	per pull
Other:	128.29	22.50	151.79	12.75		164.54	per pull
18b. 3 Cubic Yard Bin							
Daily (Same day Service)	128.38	22.50	151.88	19.50		171.38	per pull
Weekly (Mon. - Following Mon.)	128.38	22.50	151.88	19.50		171.38	per pull
Weekend (Fri. - Mon.)	128.38	22.50	151.88	19.50		171.38	per pull
Other:	128.38	22.50	151.88	19.50		171.38	per pull
18c. 4 Cubic Yard Bin							
Daily (Same day Service)	128.44	22.50	151.94	26.25		178.19	per pull
Weekly (Mon. - Following Mon.)	128.44	22.50	151.94	26.25		178.19	per pull
Weekend (Fri. - Mon.)	128.44	22.50	151.94	26.25		178.19	per pull
Other:	128.44	22.50	151.94	26.25		178.19	per pull
18d. 6 Cubic Yard Bin							
Daily (Same day Service)	129.58	22.50	152.08	38.00		191.08	per pull
Weekly (Mon. - Following Mon.)	129.58	22.50	152.08	38.00		191.08	per pull
Weekend (Fri. - Mon.)	129.58	22.50	152.08	38.00		191.08	per pull
Other:	129.58	22.50	152.08	38.00		191.08	per pull
18e. 10 Cubic Yard Roll-Off							
Daily (Same day Service)	108.71	17.79	126.50	600.00		726.50	per pull

Weekly (Mon. - Following Mon.)	108.71	17.79	126.50	600.00		726.50	per pull
Weekend (Fri. - Mon.)	108.71	17.79	126.50	600.00		726.50	per pull
Other	108.71	17.79	126.50	600.00		726.50	per pull
18f. 20 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
Daily (Same day Service)	104.59	17.79	122.38	225.00		347.38	per pull
Weekly (Mon. - Following Mon.)	104.59	17.79	122.38	225.00		347.38	per pull
Weekend (Fri. - Mon.)	104.59	17.79	122.38	225.00		347.38	per pull
Other	104.59	17.79	122.38	225.00		347.38	per pull
18g. 30 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
Daily (Same day Service)	105.00	17.79	122.79	262.50		385.29	per pull
Weekly (Mon. - Following Mon.)	105.00	17.79	122.79	262.50		385.29	per pull
Weekend (Fri. - Mon.)	105.00	17.79	122.79	262.50		385.29	per pull
Other	105.00	17.79	122.79	262.50		385.29	per pull
18h. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
Daily (Same day Service)	107.06	17.79	124.85	450.00		574.85	per pull
Weekly (Mon. - Following Mon.)	107.06	17.79	124.85	450.00		574.85	per pull
Weekend (Fri. - Mon.)	107.06	17.79	124.85	450.00		574.85	per pull
Other	107.06	17.79	124.85	450.00		574.85	per pull

19. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service- Transformation Route Service

	Collection Component (85% Labor and 15% Fuel)			Processing (accountable beginning 1/1/2017)		Residual Disposal	Total
	Labor	Fuel	Total Collection	RSC-MRF	Transformation	Disposal	
19a. 2 Cubic Yard Bin	Labor	Fuel	Total Collection	RSC-MRF	Transformation	Disposal	Total
Daily (Same day Service)	129.28	22.50	151.78		11.90		163.68 per pull
Weekly (Mon. - Following Mon.)	129.28	22.50	151.78		11.80		163.58 per pull
Weekend (Fri. - Mon.)	129.28	22.50	151.78		11.90		163.68 per pull
Other	129.28	22.50	151.78		11.90		163.88 per pull
19b. 3 Cubic Yard Bin	Labor	Fuel	Total Collection	RSC-MRF	Transformation	Disposal	Total
Daily (Same day Service)	129.35	22.50	151.85		18.20		170.05 per pull
Weekly (Mon. - Following Mon.)	129.35	22.50	151.85		18.20		170.05 per pull
Weekend (Fri. - Mon.)	129.35	22.50	151.85		18.20		170.05 per pull
Other	129.35	22.50	151.85		18.20		170.05 per pull
19c. 4 Cubic Yard Bin	Labor	Fuel	Total Collection	RSC-MRF	Transformation	Disposal	Total
Daily (Same day Service)	129.42	22.50	151.92		24.50		176.42 per pull
Weekly (Mon. - Following Mon.)	129.42	22.50	151.92		24.50		176.42 per pull
Weekend (Fri. - Mon.)	129.42	22.50	151.92		24.50		176.42 per pull
Other	129.42	22.50	151.92		24.50		176.42 per pull
19d. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	RSC-MRF	Transformation	Disposal	Total
Daily (Same day Service)	129.55	22.50	152.05		36.40		188.45 per pull
Weekly (Mon. - Following Mon.)	129.55	22.50	152.05		36.40		188.45 per pull
Weekend (Fri. - Mon.)	129.55	22.50	152.05		36.40		188.45 per pull
Other	129.55	22.50	152.05		36.40		188.45 per pull
19e. 10 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	RSC-MRF	Transformation	Disposal	Total
Daily (Same day Service)	105.19	17.79	122.98		280.00		402.98 per pull
Weekly (Mon. - Following Mon.)	105.19	17.79	122.98		280.00		402.98 per pull
Weekend (Fri. - Mon.)	105.19	17.79	122.98		280.00		402.98 per pull
Other	105.19	17.79	122.98		280.00		402.98 per pull
19f. 20 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	RSC-MRF	Transformation	Disposal	Total
Daily (Same day Service)	104.42	17.79	122.21		210.00		332.21 per pull
Weekly (Mon. - Following Mon.)	104.42	17.79	122.21		210.00		332.21 per pull
Weekend (Fri. - Mon.)	104.42	17.79	122.21		210.00		332.21 per pull
Other	104.42	17.79	122.21		210.00		332.21 per pull
19g. 30 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	RSC-MRF	Transformation	Disposal	Total
Daily (Same day Service)	104.81	17.79	122.60		245.00		367.60 per pull
Weekly (Mon. - Following Mon.)	104.81	17.79	122.60		245.00		367.60 per pull

Weekend (Fri. - Mon.)	104.81	17.79	122.60	-	-	245.00	-	367.60	per pull
Other	104.81	17.79	122.60	-	-	245.00	-	367.60	per pull
19h. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total		
Daily (Same day Service)	108.27	17.79	126.06	-	580.00	-	888.06	per pull	
Weekly (Mon. - Following Mon.)	108.27	17.79	126.06	-	580.00	-	686.06	per pull	
Weekend (Fri. - Mon.)	108.27	17.79	126.06	-	580.00	-	688.06	per pull	
Other	108.27	17.79	126.06	-	580.00	-	688.06	per pull	

20. Special Event Service - Single-Material Recyclables Collection

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal		Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal			
20a. 35 gallon cart	21.39	3.75	25.14	-	(11.87)	-	13.27	per container
20b. 65 gallon cart	21.40	3.75	25.15	-	(11.34)	-	13.81	per container
20c. 95 gallon cart	21.40	3.75	25.15	-	(10.80)	-	14.35	per container
20d. 2 Cu. Yard Bin	128.36	22.50	150.86	-	(72.20)	-	78.66	per container
20e. 3 Cu. Yard Bin	128.37	22.50	150.87	-	(70.71)	-	80.16	per container
20f. 4 Cu. Yard Bin	128.39	22.50	150.89	-	(69.23)	-	81.66	per container
20g. 6 Cu. Yard Bin	128.42	22.50	150.92	-	(66.42)	-	84.50	per container
20h. 10 Cu. Yd. Roll-off	102.91	17.79	120.70	-	72.70	-	193.40	per pull
20i. 20 Cu. Yd. Roll-off	101.82	17.79	119.61	-	(26.30)	-	93.31	per pull
20j. 30 Cu. Yd. Roll-off	102.10	17.79	119.89	-	(1.55)	-	118.34	per pull
20k. 40 Cu. Yd. Roll-off	102.55	21.92	124.47	-	35.57	-	160.04	per pull
20l. 20 Cu. Yd. Compactor	125.74	21.92	147.65	-	(7.06)	-	140.59	per pull
20m. 40 Cu. Yd. Compactor	126.47	21.92	148.38	-	58.94	-	207.32	per pull

21. Special Event Service - Single Stream Recyclables Collection

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal		Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal			
21a. 35 gallon cart	21.39	3.75	25.14	-	(11.87)	-	13.27	per container
21b. 65 gallon cart	21.40	3.75	25.15	-	(11.34)	-	13.81	per container
21c. 95 gallon cart	21.40	3.75	25.15	-	(10.80)	-	14.35	per container
21d. 2 Cu. Yard Bin	128.36	22.50	150.86	-	(72.20)	-	78.66	per container
21e. 3 Cu. Yard Bin	128.37	22.50	150.87	-	(70.71)	-	80.16	per container
21f. 4 Cu. Yard Bin	128.39	22.50	150.89	-	(69.23)	-	81.66	per container
21g. 6 Cu. Yard Bin	128.42	22.50	150.92	-	(66.42)	-	84.50	per container
21h. 10 Cu. Yd. Roll-off	102.91	17.79	120.70	-	72.70	-	193.40	per pull
21i. 20 Cu. Yd. Roll-off	101.82	17.79	119.61	-	(26.30)	-	93.31	per pull
21j. 30 Cu. Yd. Roll-off	102.10	17.79	119.89	-	(1.55)	-	118.34	per pull
21k. 40 Cu. Yd. Roll-off	102.55	21.92	124.47	-	35.57	-	160.04	per pull
21l. 20 Cu. Yd. Compactor	125.74	21.92	147.65	-	(7.06)	-	140.59	per pull
21m. 40 Cu. Yd. Compactor	126.47	21.92	148.38	-	58.94	-	207.32	per pull

22. Special Event Service - Direct to Landfill Service

	Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total
	Labor	Fuel	Total Collection	Disposal		
22a. 35 gallon cart	21.54	3.75	25.29	1.25	26.54	per container
22b. 65 gallon cart	21.55	3.75	25.30	2.32	27.62	per container
22c. 95 gallon cart	21.57	3.75	25.32	3.39	28.71	per container
22d. 2 Cu. Yard Bin	129.21	22.50	151.71	5.61	157.32	per container
22e. 3 Cu. Yard Bin	129.24	22.50	151.74	8.58	160.32	per container
22f. 4 Cu. Yard Bin	129.28	22.50	151.78	11.55	163.33	per container
22g. 6 Cu. Yard Bin	129.34	22.50	151.84	17.15	169.00	per container
22h. 10 Cu. Yd. Roll-off	105.02	17.79	122.81	264.00	386.81	per pull
22i. 20 Cu. Yd. Roll-off	102.84	17.79	120.63	68.00	188.63	per pull
22k. 30 Cu. Yd. Roll-off	103.38	17.79	121.17	115.50	236.67	per pull
22l. 40 Cu. Yd. Roll-off	104.29	17.79	122.08	198.00	320.08	per pull
22m. 20 Cu. Yd. Compactor	127.27	21.92	149.19	132.00	281.19	per pull
22n. 40 Cu. Yd. Compactor	128.72	21.92	150.64	264.00	414.64	per pull

23. Special Event Service - Source Separated Comparable Materials Recovery Facility (SSC-MRF) Collection Service

	Collection Component (85% Labor and 15% Fuel)			Processing acceptable 1/1/2017		Residual Disposal	
	Labor	Fuel	Total Collection	BBC-MRF	Disposal	Total	
23a. 35 gallon cart	21.54	3.75	25.29	1.25	2.24	27.53	per container
23b. 65 gallon cart	21.57	3.75	25.32		4.15	29.47	per container
23c. 95 gallon cart	21.59	3.75	25.34		6.07	31.41	per container
23d. 2 Cu. Yard Bin	129.26	22.50	151.76		10.03	161.79	per container
23e. 3 Cu. Yard Bin	129.32	22.50	151.82		15.34	167.16	per container
23f. 4 Cu. Yard Bin	129.36	22.50	151.86		20.85	172.53	per container
23g. 6 Cu. Yard Bin	129.49	22.50	151.99		30.86	182.67	per container
23h. 10 Cu. Yd. Roll-off	107.30	17.79	125.08		472.00	597.08	per pull
23i. 20 Cu. Yd. Roll-off	103.41	17.79	121.20		118.00	239.20	per pull
23j. 30 Cu. Yd. Roll-off	104.38	17.79	122.17		206.50	328.67	per pull
23k. 40 Cu. Yd. Roll-off	106.01	17.79	123.80		354.00	477.80	per pull
23l. 20 Cu. Yd. Compactor	128.41	21.92	150.33		238.00	386.33	per pull
23m. 40 Cu. Yd. Compactor	131.01	21.92	152.93		472.00	624.93	per pull

24. Special Event Service - Windrow Composting Service

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal	
	Labor	Fuel	Total Collection	Composting	Disposal	Total	
24a. 35 gallon cart	21.55	3.75	25.30		2.48	27.78	per container
24b. 65 gallon cart	21.58	3.75	25.33		4.57	29.90	per container
24c. 95 gallon cart	21.60	3.75	25.35		6.66	32.03	per container
24d. 2 Cu. Yard Bin	129.27	22.50	151.77		11.05	162.82	per container
24e. 3 Cu. Yard Bin	129.34	22.50	151.84		16.90	168.74	per container
24f. 4 Cu. Yard Bin	129.40	22.50	151.90		22.75	174.65	per container
24g. 6 Cu. Yard Bin	129.52	22.50	152.02		33.80	185.82	per container
24h. 10 Cu. Yd. Roll-off	107.83	17.79	125.62		520.00	645.62	per pull
24i. 20 Cu. Yd. Roll-off	103.54	17.79	121.33		130.00	251.33	per pull
24j. 30 Cu. Yd. Roll-off	104.62	17.79	122.41		227.50	349.91	per pull
24k. 40 Cu. Yd. Roll-off	106.40	17.79	124.19		390.00	514.19	per pull
24l. 20 Cu. Yd. Compactor	128.66	21.92	150.80		260.00	410.80	per pull
24m. 40 Cu. Yd. Compactor	131.54	21.92	153.46		520.00	673.46	per pull

25. Special Event Service - AD Anaerobic Digestion (AD) Service

	Collection Component (85% Labor and 15% Fuel)			Processing		Non-Debitable Disposal	
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
25a. 35 gallon cart	21.56	3.75	25.31		2.84	28.15	per container
25b. 65 gallon cart	21.58	3.75	25.33		5.28	30.61	per container
25c. 95 gallon cart	21.61	3.75	25.36		7.71	33.07	per container
25d. 2 Cu. Yard Bin	129.28	22.50	151.79		12.75	164.54	per container
25e. 3 Cu. Yard Bin	129.36	22.50	151.86		19.50	171.36	per container
25f. 4 Cu. Yard Bin	129.44	22.50	151.94		26.25	178.19	per container
25g. 6 Cu. Yard Bin	129.56	22.50	152.08		39.00	191.08	per container
25h. 10 Cu. Yd. Roll-off	108.71	17.79	126.50		600.00	726.50	per pull
25i. 20 Cu. Yd. Roll-off	103.76	17.79	121.55		150.00	271.55	per pull
25j. 30 Cu. Yd. Roll-off	105.00	17.79	122.79		262.50	385.29	per pull
25k. 40 Cu. Yd. Roll-off	107.08	17.79	124.85		450.00	574.65	per pull
25l. 20 Cu. Yd. Compactor	129.12	21.92	151.04		300.00	451.04	per pull
25m. 40 Cu. Yd. Compactor	132.42	21.92	154.34		600.00	754.34	per pull

28. Emergency Service

	Collection Component (85% Labor and 15% Fuel)			Disposal Component		
	Labor	Fuel	Total Collection	Disposal	Total	
26a. 3 Cu. Yard Bin	258.39	-	45.00	8.58	311.97	per container
26b. 4 Cu. Yard Bin	258.43	-	45.00	11.56	314.99	per container
26c. 6 Cu. Yard Bin	258.49	-	45.00	17.16	320.65	per container
26d. 10 Cu. Yard Roll-off	207.13	-	35.58	264.00	506.71	per pull
26e. 20 Cu. Yard Roll-off	204.95	-	35.58	66.00	306.53	per pull
26f. 30 Cu. Yard Roll-off	205.50	-	35.58	115.50	356.58	per pull
26g. 40 Cu. Yard Roll-off	206.40	-	35.58	188.00	430.98	per pull

27 Other Services



27a. Residential Bulky Goods Collection Service (4 items per pick-up)	45.50	per pick-up
27b. Commercial Bulky Goods Collection Service (4 items per pick-up)	75.83	per pick-up
27c. Residential/Commercial Bulky Good Collection for items containing Freon	25.28	per item
27d. Residential Electronic Waste Collection	25.28	per item
27e. Residential U-Waste Collection	45.50	per 5 items
27f. Commercial Electronic Waste Collection	35.39	per item
27g.	75.83	per 5 items
27h. Clean-up of illegal Dumping	45.50	per incident
27i. Repair and Maintenance of Compactor	303.30	per service
27j. Bin Cleaning Service	50.55	per Bin
27k. Cart Replacement	65.72	per Cart
27l. Commercial Bin Wheel-Out Service (25' - 50')	15.17	per month
27m Commercial Bin Wheel-Out Service (51' - 75')	45.50	per month
27n. Cost per Community Household Hazardous Waste Event	20,220.00	per event
27o. Residential Backyard Wheel-Out Service for Customers	20.22	per month
The Following Services will be provided to a Customer free of charge.		
27p. Commercial Bin Wheel-Out Service for a distance less than 25 feet	-	per month
27q. Bin Locking Lids	-	per month



ATTACHMENT E NUMBERS AND TYPES OF CONTAINERS AND CART SPECIFICATIONS

Carts

CR&R has an excellent and long-standing relationship with the various cart manufacturers including Toter, Rehrig Pacific and Otto Environmental. Each of these cart suppliers has an excellent track record in terms of cart performance and life cycle. CR&R will be able to choose from any one of these cart suppliers based upon their cart availability and current inventory levels at the time that we place our order for the City of Lake Forest. Per RFP specifications CR&R will provide new carts prior to May 1, 2014. The color coding scheme shall be grey for MSW carts, green for yard waste carts and blue for single stream recyclables. All of the carts will be uniform in color with the lids of the same color as the cart body (optional colors are proposed in Section 24). The color coding for commercial and business establishments shall be grey for MSW and blue for single stream recyclable materials. All carts will have a unique serial number that correlates to a specific service address. In addition, each cart shall have the appropriate information hot stamped on the lids in order to inform the customer of what can and cannot be discarded into each type of container. CR&R anticipates purchasing the following number of new carts for the City of Lake Forest:

35 Gallon Cart Specifications

Size: Approximately 25" deep x 20" wide x 39" tall
Load Rating: 112 lbs./50.8 Kg
Wheel Diameter: 10"

Anticipated Quantity Ordered: 900

65 Gallon Cart Specifications

Size: Approximately 32" deep x 25" wide x 42" tall
Load Rating: 224 lbs./101.6 Kg
Wheel Diameter: 10"

Anticipated Quantity Ordered: 4100

95 Gallon Cart Specifications

Size: Approximately 35" deep x 29" wide x 43" tall
Load Rating: 335 lbs./151.9 Kg
Wheel Diameter: 10"

Anticipated Quantity Ordered: 45,200





Commercial Bins

CR&R will order and take delivery of the necessary quantity of commercial bins at our container distribution center on Lampson Avenue in the City of Garden Grove. All commercial bins shall be new at the time they are delivered to the customer. CR&R will also make available split bins for MSW and recyclable collection. In addition, CR&R will also keep an on-going inventory of commercial bins at our Garden Grove Distribution Center in order to meet the changing needs of our Lake Forest customer base.

Types of Commercial Bins:

CR&R will replace the existing used commercial bins in the City with new steel 2, 3, 4 and 6 cubic yard front loading bins. We will also make available 3 and 4 cubic yard plastic bins where necessary in order to minimize noise issues (i.e. behind shopping centers that are located close to residential areas). In addition we will also be providing three and four cubic yard split bins (MSW and recyclables) to customers that have space constraints but still want to be provided with recycling services.

Anticipated Number of Bins:

2 Cubic Yard: 30

3 Cubic Yard: 1800

4 Cubic Yard: 400

6 Cubic Yard: 20

3 Cubic Yard Split Bins: 50

4 Cubic Yard Split Bins: 50

10 Cubic Yard Rolloffs: 30

40 Cubic Yard Rolloffs: 50

Compactors: As requested by the Customer

Exact quantities used in the field may vary slightly depending upon consumer demand. CR&R will have available, in its inventory, a sufficient number of bins to meet consumer demand.





**ATTACHMENT F
COLLECTION VEHICLES TO BE FURNISHED BY
CONTRACTOR**

All Residential, Commercial and Roll-Off collection vehicles for the City of Lake Forest will be new at the start of this Franchise Agreement. Per the RFP specifications we have completed the attached table shown as Form 10 which outlines our proposed vehicle usage for this contract.

Given the specific requirements for each line of business, we have also customized our fleet selection as outlined in the attached table. Generally, we have chosen to use the following types of vehicles:

Auto Car (AC), Expeditor and Peterbilt 320 cabs and chassis (3 and 4 axle chassis depending upon the operation).

All proposed vehicles will be fully compliant with AQMD regulations. In addition, CR&R currently has available for immediate use, **brand new, zero mileage**, Low Sulfur (Clean Diesel) rolloff trucks. These units are fully compliant with AQMD Regulations. With the City's approval, we would propose to use these **new** rolloff trucks in the City of Lake Forest.

Compaction Bodies will be Amrep for commercial Front Loading and Mc Neilus for Residential side loading vehicles. Rearloaders will have Mc Neilus bodies. Roll-off bodies will be Amrep units.

CR&R currently operates the same type of vehicles in the cities in a number of Orange County jurisdictions. These vehicles have proven to be efficient and productive.

Contact Information for Autocar and Peterbilt:

Mr. Joe La Spina, Executive Director of Sales
Autocar & Trucks
551 South Washington Street
P.O. Box 190
Hagerstown, Indiana 47346
630-920-8161

Kevin Voss, Truck Sales
Rush Truck Center
8830 East Slauson Ave.
Pico Rivera, CA 90660
800-776-3647

Contact Information for Ford:

Christopher Pratt, VIP Sales Manager
David Wilson's Ford & Mazda of Orange
1350 W. Katella Ave. Orange, CA. 92867
Direct Line: 714-516-6223
Direct Fax: 714-516-6258
Direct Email: cpratt@fordoforange.com



CRSR Environmental Services

Contact Information for Amrep:

Eric L. Mattson General Manager
 Amrep, Inc. 1555 S. Cucamonga
 Avenue Ontario, Ca 91761 USA
 Email: emattson@amrepinc.com
 Ph: 909-923-0430
 FX: 909-923-6841

Contact Information for Mc Neilus:

Dale Matsumoto Refuse
 Regional Sales Manager 3100
 North Ad ART Road Stockton Ca
 95215 Phone # 209-470-8840
 Fax # 507-633-8208
dmatsumoto@mcneilusco.co

	<u># of Vehicles*</u>	<u>Manufacturer</u>	<u>Vehicle Type</u>	<u>Fuel Type</u>
Residential MSW Collection	Four (4)	Peterbilt with McNeilus Body	Auto Side Loader	CNG
Residential Yardwaste Collection	Two (2)	Peterbilt with McNeilus Body	Auto Side Loader	CNG
Residential Recyclables Collection	Two (2)	Peterbilt with McNeilus Body	Auto Side Loader	CNG
Multi-Family MSW Collection	Two (2)	Peterbilt with Amrep Body	Frontloader	CNG
Multi-Family Single Material Collection				
Multi-Family Single Stream Collection	One (1)	Peterbilt with Amrep Body	Frontloader	CNG
Multi-Family SSC MRF Collection				
Multi-Family Food Scrap Collection				
Commercial MSW Collection	Three (3)	Peterbilt with Amrep Body	Frontloader	CNG
Commercial Single Material Collection				
Commercial Single Stream Collection	One (1)	Peterbilt with Amrep Body	Frontloader	CNG
Commercial SSC MRF Collection				
Commercial Food Scraps Collection	One (1)	Peterbilt with Mc Neilus	Rearloader	CNG
Roll-off MSW Collection	One (1)	Autocar with Amrep Body	Rolloff	CNG/Clean Diesel
Roll-off Recycling Collection	One (1)	Autocar with Amrep Body	Rolloff	CNG/Clean Diesel
Other Type of Vehicles	Bulky Item/Container Delivery (1)	Ford	Flatbed / Box	CNG

* The assigned quantity of vehicles are flexible depending on success of implementing source-separated and single stream programs.





**ATTACHMENT G
LIST OF CONTRACTOR-FURNISHED PERSONNEL**

<u>Office and Management Headcount</u>	<u>(Number of FTE)</u>
Operations Manager	1
Supervisor	1
Recycling Coordinators	2
Customer Service Manager	1
Compliance (Reporting) Manager	1
General Manager	1
<u>Collection and Transportation Headcount:</u>	
<u>Labor Category</u>	
<u>Residential Collection:</u>	
MSW	4
Recycling	2
Yardwaste	2
<u>Commercial Collection:</u>	
MSW and SSC MRF Drivers	7
MSW and SSC MRF Helpers	0
Recycling Drivers (Single Material and Single Stream)	1
Recycling Helpers (Single Material and Single Stream)	0
Yardwaste and Food Scraps	.2
<u>Roll Off Collection:</u>	
MSW and SC MRF	1
Recycling (Single Material and Single Stream)	0.5
C&D	0.5
<u>Relief Drivers & Spares:</u>	1.5
<u>Total:</u>	26.7
<u>Maintenance</u>	1
<u>Mechanics</u>	0.5
<u>Supervisor</u>	1
<u>Containers – Delivery</u>	1
<u>Mechanics Helpers</u>	0
<u>Other</u>	0
<u>Total:</u>	3.5

Note: Totals will be sustained throughout the franchise agreement, but numbers will adjust between each category of commercial based upon increases and decreases of customers in each category (i.e. recycling efforts).





ATTACHMENT H COST-SAVING INNOVATIONS FOR OPERATIONS

Outline

1. Innovation in Operations
2. Innovation in HHW, E-Waste and U-Waste Collection Events
3. Innovation in Food Scrap Processing
4. AD Technology
5. Innovation in Recycling Coordinators Positions

1. Operations

From the operations side, CR&R has reviewed our typical collection equipment and types of bins to come up with innovations that will save on the cost of collection, as well as to improve the aesthetics in the City of Lake Forest.

Commercial Collection of Recycling bins will be performed via an AutoCar / Amrep front end loader vehicle with only two axes (one front and one rear). With new light weight steel materials, our fabricator has proposed vehicles at half the price, using high grade tensile steel and carrying up to eight (8) tons of payload. As the number of recycling bins increase in numbers in the City with our sales efforts, these vehicles will replace the standard four-axle front loader collection vehicles that are built for heavy trash collection. The use of the South County MRF for recycling materials will also save travel time by consolidating recycling materials for transfer to the Western Avenue MRF for final processing and market shipment. Please see the schematic of the lightweight collection vehicle at the end of this section.

CR&R will make split bins available to all Lake Forest customers in the commercial and multifamily sector. The split bin as described on Form 14, offers equal capacity for trash and recycling. Customers have the option to lock one or both sides of the bin. The special lid on the recycle side of the bin minimizes scavenging and contamination and it encourages tenants to break down items, such as cardboard, before tossing them in the recycle side of the bin. The split bin is ideal for properties with space constraints.

CR&R is proposing to purchase at least half of the front loader bins manufactured of plastic materials. This saves on cost of changing out soiled bins, repair costs are reduced over time, and customer satisfaction is improved throughout the community.

Commercial Collection for Food Scraps at Businesses will be performed via an AutoCar / McNeilus rear loader body. This allows for a more water tight body and also allows for semi-automated collection of 35 and 64 gallon Toter Food Scrap Carts and available two (2) cubic yard Plastic Food Scrap Bins.



CR&R has Local South and North Orange County Operating and Processing Facilities with capabilities and capacity available and guaranteed to the City of Lake Forest for the term of this Franchise Agreement. CR&R will utilize its operations center east of Antonio Blvd. off of the Ortega Highway, the adjacent South County Material Recovery Facility, and the Composting Green Waste Windrow Facility are all positioned within fifteen minutes of the Lake Forest City limits. In addition, our operating center in the City of Stanton is positioned as a secondary operating center. CR&R is very proud to have made substantial improvements to our processing capabilities in the past 20 years, as well as to each plants physical capability. CR&R has made significant investments in the processing equipment at our South County MRF, the Prima Deshecha self haul MRF, and CR Transfer MRF to allow processing of all types of wastes from the various waste streams of Lake Forest. In addition, our Western Avenue "clean" commingled MRF has had improvements to increase capacity, increase diversion and reduce contamination of recyclable materials. Recently this facility added the recycling and diversion of such items as plastic and metal coat hangers, plastic toys, used and discarded clothing and shoes, and yard furniture. This facility was the first facility authorized to provide the Bag-to-Bag program with Helix Corporation in the United States.

Reduced Traffic from use of specialized computer modules within the CR&R collection trucks and operations centers:



CR&R will provide S.M.A.R.T. Collection Trucks in the City of Lake Forest. CR&R's unique Surveillance, Monitoring, Auditing, Recording, and Tracking (S.M.A.R.T.) System is installed on all collection and service vehicles. This technologically advanced system developed by CR&R is a first of its kind in the industry. Its many components assist CR&R with their safety, service, and performance. Each vehicle is equipped with video, GPS, and communication devices that provide other valuable tools. This system will benefit the city and the customer as follows:

- Provide a time stamped record of service location from two or three angles for service verification
- Track exact time and location of each vehicle
- Provide exact route path for consistent time of service each day
- Enable live video feeds to our corporate dispatch
- Record and verify any unsafe activity, including accidents
- Constant communication with each service driver
- Decrease our service response time

This SMART system enhances the relationships between the company, the business customer, the residential customer, and the city by providing quick and immediate follow up to all services performed at each person's place of business and/or residence.





2. HHW, E-Waste and U-Waste Collection Events.

CR&R proposes to conduct these events at a City provided facility/property, in lieu of purchasing property in the City for these events only.

3. Food Scrap Processing.

The future of Food Scrap Recycling currently lies with either Composting or Anaerobic Digestion (AD). Both of these technologies offer 100% diversion credit and both technologies are offered for Orange County for the year 2014. The main difference in the two technologies is that composting does not capture any of the potential energy benefits of the materials, only as a fertilizer amendment; while AD provides for energy and full composting materials from the digestate (no composting is needed after the digestate leaves the AD unit).

4. AD Technology:

CR&R has been fortunate enough to establish exclusive relationships with the two best technology suppliers in the anaerobic digestion industry, Eisenmann and Greenlane. Both suppliers have in excess of 90 installations worldwide. Eisenmann is just completing its first installation in the USA, a very small digester in Chicago while Greenlane has a major installation in Indiana.

Our process differs from most digesters, as we can actually take various organic streams and mix them. Our design allows us to run thermophilic and mesophilic at the same time, as we have 4 separate digesters. Currently no other facility has combined all of these cutting edge technologies and design into one facility.

CR&R will also operate the entire facility off of recycled water from the local sewer treatment plant; again, this has never been done before.

Permits and Construction:

CR&R has received all of their permits to proceed, with the exception of the actual building permits from the City of Perris. Everything is approved, we simply need to submit our physical construction drawings for review and approval, and this process is already underway. These permits include completing the CEQA process and an updated solid waste facilities permit. We expect to break ground in the next 60 days and be fully operational by the end of October, 2014.

End Products:

Our process will create three end products, biogas, liquid fertilizer, and a solid fertilizer. Since our process can be operated at the proper temperatures and residence times, we do not expect to have to compost our digestate, but go straight to market.

Because our end product, a solid and liquid fertilizer does not currently exist, we do not know the final chemical properties, as this is subject to our infeed recipe. Our due diligence throughout Europe has shown that both materials have been taken directly to the fields/crops, as the materials have been fully digested within our facilities for 21-25 days at the proper



temperature and moisture. CR&R fully expects both products to be more valuable than any compost currently on the market, as we control the infeed, residence time, temperature, moisture, and even have the capability to add various nutrients to our digester to improve the gas production and end product values. The third product, biogas, will be upgraded and compressed on site. CR&R will utilize all of its own biogas in its fleet of CNG collection vehicles.

5. Recycling Coordinators Positions.

Our focus will be to hire environmentally minded Sales People who are passionate about placing recycling containers. These individuals will have a base annual salary at \$68,000, with benefits. A monthly incentive of an additional \$1,000 monthly if their monthly bin placement goals are met (this meets an \$80,000 annual salary goal for candidates with a college education and minimum of three years of applicable experience).

CR&R will provide a Toyota Prius for each of the two field Recycling Coordinators to be used on the job. This Sales Tool will be custom with large lettering depicting the words "Recycle Now Lake Forest" on both sides in a lively environmental color. As the vehicles traverse throughout the city they will become recognized by the community and reinforce participation in recycling programs.

Parades, business expos, many city events will all potentially showcase these vehicles and remind each and every person and business of the need to sign up for recycling and to continue to recycling now and in the future.





CR&R is building this contract as the future of solid waste management for Orange County. Thinking outside the box, understanding that recycling bins are the future; not simply dirty MRF-ing when source separation is available for the customer. It is more cost effective to recycling on site. With two operating centers, there is no other company that can offer better plans for source separation and cost savings.



ATTACHMENT I

City Landfill Contract With County of Orange

WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and

THE CITY OF LAKE FOREST

June 16, 2009

County Authorization Date:

March 24, 2009

County Notice Address:

**Director
OC Waste & Recycling
300 N. Flower Street, Suite 400
Santa Ana, CA 92703**

City Authorization Date:

June 16, 2009

City Notice Address:

**City of Lake Forest
25550 Commercentre Drive, Suite 100
Lake Forest, CA 92630**

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FORM OF HAULER ACKNOWLEDGEMENT

WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Agreement, a general law or charter city and political subdivision of the State of California (the "City").

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the "Disposal System"). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act").

The City, in the exercise of its police power and its powers under the Act, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

In 1997, the City and the County entered in a waste disposal agreement (the "Original WDA"), pursuant to which the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original WDA.

The Original WDA, as amended, will expire by its terms on June 30, 2010, unless the City and the County agree to renew the Original WDA.

The City and the County desire to enter into this agreement to extend, amend and restate the Original WDA, on the terms and conditions set forth herein. The County and City acknowledge that the Original WDA shall remain in full force and effect until the Commencement Date.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

"Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

"Agreement" means this Waste Disposal Agreement between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Appendix" means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

"Applicable Law" means the Act, the Orange County Code, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or state rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System, the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

"Board" means the California Integrated Waste Management Board.

"Capital Costs" means all costs of the Disposal System that are classified as capital costs for purposes of the budget of the Department in accordance with procedures established by the County of Orange Auditor-Controller in compliance with the California State Controller's Manual, including but not limited to all of the categories of costs of the Disposal System reported as "Buildings and Improvements, and Infrastructure" (Object Code 4200) or "Equipment" (Object Code 4000) in the County of Orange - Chart of Accounts, or any successor accounting or reporting system utilized by the County.

"CEQA" means the California Environmental Quality Act, codified at Cal. Pub. Res. Code Section 21000 *et seq.* as amended or superseded, and the regulations promulgated thereunder.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated thereunder.

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County);

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or

omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

A "Change in Law" shall include but not be limited to any new or revised requirements relating to the funding or provision of disposal services, including but not limited to any regulations for disposal operations or activities associated with the remediation, closure, funding or monitoring of closed sites with respect to facilities comprising the Disposal System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

"City" means, as applicable, the city or Sanitary District designated on the cover page of this Agreement and party to this Agreement.

"City Acceptable Waste" means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(C) hereof).

"Commencement Date" means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(B) hereof.

"Contract Date" means the first date on which this Agreement has been executed by both parties hereto.

"Contract Rate" has the meaning specified in Section 4.2 hereof.

"Contract Year" means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

"Controllable Waste" means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

- (1) Non-Recycled City Acceptable Waste;
- (2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate; and
- (3) collected and hauled by Franchise Haulers.

"County" means the County of Orange, a political subdivision of the State of California and party to this Agreement.

"County Plan" means the integrated waste management plan of the County approved by the Board pursuant to the Act as in effect from time to time.

"County Acceptable Waste" means Acceptable Waste generated in the County.

"County OC Waste & Recycling Enterprise Fund" means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Disposal System.

"County-wide Recycling Services" has the meaning set forth in subsection 3.7(A) hereof.

"Cumulative Tonnage Target" for any given Contract Year means the amount specified in Appendix 2 hereto with respect to such Contract Year.

"Department" means OC Waste & Recycling, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof.

"Disposal Agreements" means each of the waste disposal agreements entered into between the County and any city within the County, Sanitary District or operator of any Transfer Station located in the County in accordance herewith.

"Disposal Services" means the solid waste disposal services to be provided by the County pursuant to the Service Covenant and otherwise hereunder.

"Disposal System" means the Orange County Waste Disposal System which includes solid waste disposal operations at three active landfills (Olinda Alpha, Frank R. Bowerman and Prima Deshecha); four regional Household Hazardous Waste Collection Centers; as well as services, such as monitoring and other activities, at closed refuse stations formerly operated by the County, as appropriate under Applicable Law.

"Environmental Fund" means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

"Franchise Hauler" means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a permit, contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

"Governmental Body" means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Substance" has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*), and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40.

"Imported Acceptable Waste" means Acceptable Waste that is generated outside of the geographical boundaries of the County and delivered to the Disposal System.

"Independent Haulers" means those waste collection/hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of Orange which are not obligated to deliver County Acceptable Waste to the Disposal System pursuant to a franchise, contract, permit or other authorization with a city in the County.

"Initial Term" has the meaning specified in Section 6.1(A) hereof.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Disposal System or the performance of any obligation under this Agreement or the matters covered hereby.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Loss-and-Expense" means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

"Net Import Revenues" has the meaning ascribed thereto in Section 3.6(E).

"Non-Recycled City Acceptable Waste" means all City Acceptable Waste other than Recycled City Acceptable Waste.

"Overdue Rate" means the maximum rate of interest permitted by the laws of the State, if applicable, or the prime rate established from time to time by the Bank of America, N.A. or its successors and assigns, plus 2%, whichever is lower.

"Participating City" means any city or Sanitary District executing a Disposal Agreement in accordance with Section 3.6(A) hereof and meeting all requisite conditions to the Commencement Date thereof.

"Plan of Adjustment" means the County's Modified Second Amended Plan of Adjustment, confirmed by the United States Bankruptcy Court Central District of California in that Conformed Order Confirming Modified Second Amended Plan of Adjustment, filed May 17, 1996.

"Posted Disposal Rate" means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement.

"Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

"Qualified Household Hazardous Waste" means waste materials determined by the Board, the Department of Health Services, the State Water Resources Control Board, or the Air Resources Board to be:

- (1) Of a nature that they must be listed as hazardous in State statutes and regulations;
- (2) Toxic/ignitable/corrosive/reactive; and
- (3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

"Recycled City Acceptable Waste" means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is "recycled" within the meaning of Section 40180 of the Public Resources Code.

"Renewal Term" has the meaning specified in Subsection 6.1(B) hereof.

"Residue" means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

"Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 *et seq.*, as amended and superseded.

"Restricted Reserves" has the meaning specified in Section 4.5.

"Sanitary Districts" means the sanitary districts in the County formed pursuant to the Sanitary District Act of 1923, codified at Cal. Ann. Health & Safety Code Section 6400 *et seq.*, as amended, supplemented, superseded and replaced from time to time.

"Self-Hauled Waste" means City Acceptable Waste collected and hauled by Self-Haulers.

"Self-Hauler" means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

"Service Coordinator" means the service coordinator for either party designated pursuant to subsection 3.5(C) hereof.

"Service Covenant" means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

"Source-Separated Household Hazardous Waste" means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

"Source-Separated Household Hazardous Waste Disposal System" means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

"State" means the State of California.

"Term" shall mean the Term of this Agreement.

"Ton" means a "short ton" of 2,000 pounds.

"Transfer Station" means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before disposal in the Disposal System.

"Unacceptable Waste" means Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine

vessels and steel cable; hot loads; and any waste which the Disposal System is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Disposal System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance; and

(2) a Change in Law.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Unincorporated Area Acceptable Waste" means Acceptable Waste originating from or generated within the Unincorporated Area.

"Unrestricted Reserves" means cash and other reserves of the Disposal System which are not Restricted Reserves.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the State of California.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(I) Integration; Preservation of Certain Agreements. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions; provided, however, that this Agreement shall not supersede the following agreements:

1) MOU, dated March 10, 1992, between the City of Brea and the County of Orange regarding the Olinda Alpha Landfill as amended on April 6, 1993 and November 29, 1994;

2) MOU, dated May 11, 1995, between the City of Brea and the County of Orange regarding importation of out-of-County waste to the Olinda Alpha Landfill;

3) Settlement Agreement, dated August 1, 1984, between the City of Irvine and the County of Orange regarding the Bee Canyon Landfill (currently called Frank R. Bowerman Landfill);

4) MOU, dated May 16, 1995, between the City of Irvine and the County of Orange regarding importation of out-of-County waste to the Frank R. Bowerman Landfill;

5) MOU, dated September 12, 1995, and amended November 21, 1995, between the City of San Juan Capistrano and the County of Orange regarding importation of out-of-County waste to the Prima Deshecha Landfill;

6) MOU, dated July 1, 1997, between the City of San Clemente[, the Orange County Flood Control District] and the County of Orange regarding the Prima Deshecha Landfill; and

7) Cooperative Agreement, dated August 15, 2006, between the County and the City of Irvine.

(J) Recitals. The recitals to this Agreement are not intended to bind the parties hereto. In the event of a conflict between the recitals and the operative provisions of this Agreement, the operative provisions shall prevail. The recitals shall not be used to interpret the provisions of the Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE
AND PROVISION OF DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance herewith.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet the recycling and landfill diversion goals contained in the Act. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Disposal System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. All Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Any City Acceptable Waste or material derived or segregated therefrom which is held in storage and asserted by the possessor thereof to constitute Recycled City Acceptable Waste awaiting sale or distribution to the secondary materials markets shall constitute Controllable Waste if, when and to the extent that the storage or diversion thereof can be reasonably deemed to constitute an evasion of the Waste Disposal Covenant rather than generally recognized, accepted and prevailing practice in the Southern California materials recovery and recycling industry conducted in accordance with Applicable Law. In order for the owner and/or operator of a transfer station to be entitled to deliver Acceptable Waste from a Participating City to the Disposal System for the Contract Rate as provided in Article IV, such owner and/or operator must execute a direct agreement with the County, acknowledging and agreeing to comply with the obligation of the Participating City to cause the delivery of all Controllable Waste to the Disposal System pursuant to this Agreement. In addition, the County shall be authorized to implement procedures to determine if Acceptable Waste delivered by the owners or operators of Transfer Stations is entitled to utilize the Disposal System for the Contract Rate. Such procedures may include requiring Transfer Stations to certify, under penalty of perjury, the source of any such Acceptable Waste. If necessary, the County may require that, in order to qualify for use of the Disposal System for the Contract Rate, Transfer Stations must deliver Controllable Waste in loads containing only Controllable Waste, and not commingled with Acceptable Waste from entities which are not Participating Cities or Participating Independent Haulers.

(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before the Commencement Date, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the Commencement Date to direct the delivery of all Controllable Waste to a disposal location selected by the City (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Disposal System as the disposal location pursuant to such franchise, contract, lease or other agreement. On and after the Commencement Date and throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Disposal System, and may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Waste Flow Enforcement. (1) The City, in cooperation with the Department, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Disposal System pursuant to and in accordance with the Waste Disposal Covenant for disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises, permits or authorizations with all Franchise Haulers, to the extent required by this Section and to the extent allowed by law, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to: (i) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant, (ii) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and (iii) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station.

(2) The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by (x) subtracting the number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such breach, even if such month(s) closest in time was prior to the Term, and (y) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2). In the event that the County terminates the Waste Disposal Agreement as a result of such breach, the damages due as a result of such termination shall be equal to (aa) the average monthly deliveries by the City for the twelve months prior to the commencement of the breach multiplied by (bb) the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2), multiplied by (cc) the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a

Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Disposal System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries to the Disposal System fall below the Cumulative Tonnage Targets, the County shall be entitled to avail itself of the remedies described in Section 4.2(B) hereof.

(G) Franchise Haulers. The City shall compile and provide the Department with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the Department in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement. Such information may include, to the extent practicable, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement. The City agrees to include in any revised franchise, contract, license or permit or other authorization granted to Franchise Haulers an obligation of the Franchise Hauler to provide to the County information relating to the Controllable Waste collected by such Franchise Hauler, including origins from which such Controllable Waste was collected, tonnage by type of load (residential, commercial, roll-off box), customer service levels, tonnage delivered by transfer station or material recovery facility utilized, and other related information.

(I) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste or its collection, transportation, transfer, storage, treatment or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Disposal System of Acceptable Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste to the County hereunder, and shall not permit any Acceptable Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City (or any territory with respect to which the City assumes, after March 30, 2008, solid waste management responsibility from a Sanitary District or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF DISPOSAL SERVICES BY THE COUNTY.

(A) Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of (1) receiving and disposing of all Controllable Waste at the Disposal System (or such other facilities, including transfer stations, as the County may determine to use), (2) disposing in accordance with subsection 3.2(C) hereof of Controllable Waste which, at any time and for any reason, is in excess

of the disposal capacity of the Disposal System, and (3) in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to keep the Olinda Alpha, Prima Deshecha and Frank R. Bowerman Landfills open for the receipt of waste for disposal or transfer of Controllable Waste pursuant to this Agreement. The County shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations.

(B) Particular Facilities. The Department and the City shall consult and cooperate in determining whether and to what extent from time to time other landfills other than that primarily used by the City shall be utilized to receive Controllable Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Disposal System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within 24 hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the landfill primarily used by the City as soon as possible. In the event of a temporary material increase in average daily deliveries of Controllable Waste from the City which the County reasonably believes could result in the permitted daily disposal capacity limit to be exceeded with respect to a particular landfill within the Disposal System, the County shall have the right to redirect the increased Controllable Waste to another landfill within the Disposal System for the duration of the increase in average daily deliveries; provided, however, that in such circumstances the County shall utilize reasonable efforts to first redirect waste which is not Controllable Waste.

(C) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, the obligations of the County to duly observe and comply with the Service Covenant shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by the means or methods then being employed by the County, the County shall implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

- (1) Hazardous Waste;
- (2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;
- (3) Waste that does not constitute Acceptable Waste;
- (4) Waste that is delivered by any party which has not executed a Waste Disposal Agreement; and
- (5) Controllable Waste consisting primarily of construction and demolition debris or inerts which may cause a particular facility's daily tonnage limit to be exceeded.

(B) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Disposal System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Disposal System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading. The City shall cause the Franchise Haulers to observe and comply with Applicable Law, the operating rules and regulations of the Department, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the Disposal System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Disposal System has not been designed or permitted, and is not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Disposal System.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any landfill within the Disposal System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a landfill within the Disposal System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any landfill within the Disposal System, the Department shall take immediate action in accordance with Applicable Law.

(E) Source-Separated Household Hazardous Waste. The County shall maintain, as part of the Disposal System, a Source-Separated Household Hazardous Waste Disposal System for the disposal of Source-Separated Household Hazardous Waste. The disposal service provided by such system shall constitute part of the Disposal Services, and shall be available to Participating Cities as part of the Contract Rate. The County may impose additional fees and charges for services relating to Source-Separated Household Hazardous Waste with respect to cities which are not parties to a Disposal Agreement. The County may provide for the expansion, contraction or modification of the Source-Separated Household Hazardous Waste Disposal System and its services to the extent necessary to ensure the Disposal System's viability; provided, however, if the County chooses to reduce services, the County shall nonetheless continue to expend funds for the Source-Separated Household Hazardous Waste Disposal System each year during the term of this Agreement in an amount at least equal to the amount of funds expended for the Source-Separated Household Hazardous Waste Disposal System during fiscal year 2006-07 as adjusted by changes in the Producer Price Index.

SECTION 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE. Commencing on the Commencement Date, the County in accordance with Applicable Law shall provide or cause to be provided the service of disposing of non-recycled Acceptable Waste originating or generated within the Unincorporated Area and, with respect to such waste, shall comply with the Waste Disposal Covenant as if the County constituted a City subject to the Waste Disposal Covenant hereunder. Rates charged by the County for the disposal of each class of non-recycled Acceptable Waste generated in the Unincorporated Area shall be the same as the Contract Fee charged for the disposal of each class of Controllable Waste. The County shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area) against any challenge thereto, legal or otherwise, by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The County shall bear the cost and expense of any such Legal Proceeding or other challenge (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area).

SECTION 3.5 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Disposal System open for the receiving of Controllable Waste during such regular operating hours as may be established by the Department in the operating rules and regulations applicable to the Disposal System. The County shall utilize best efforts to maintain substantially similar hours, as were in effect on January 2, 2009, for the receipt of waste through the term of this Agreement (subject to Applicable Law).

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Disposal System. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

(C) Service Coordinator. The County and the City each shall designate in writing thirty days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either party may designate a successor or substitute Service Coordinator at any time by notice to the other party.

(D) Review of Records. Each party may review the other party's books and records with respect to matters relevant to the performance by either party under this Agreement or otherwise related to the operation of the Disposal System to the extent allowed under the California Public Records Act (interpreted as if the parties to this Agreement were natural persons for purposes of the Public Records Act).

SECTION 3.6 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) On or Before [_____ 2009]. On or before [120 DAYS AFTER BOARD APPROVAL], the County shall have the right to enter into waste disposal agreements with Orange County entities with respect to Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the County, including other cities in the County, Sanitary Districts, Transfer Stations and Independent Haulers, which waste disposal agreements shall have terms and provisions substantially identical to the terms and provisions of this Agreement; provided, however, that in no event shall such agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity).

(B) After [_____ 2009]. After [120 DAYS AFTER BOARD APPROVAL], the County shall have the right to enter into waste disposal agreements with Orange County entities, including any city, Sanitary District, Transfer Station and Independent Hauler, or otherwise accept Acceptable Waste from such parties, but only within the limitations contained in this Section. Any such agreement or waste acceptance agreement must provide that the party delivering waste shall pay a Posted Disposal Rate at least 10% higher than the Contract Rate unless the County determines it is in the best interest of the Disposal System to establish a Posted Disposal Rate less than 10% higher than the Contract Rate. In no event shall the Posted Disposal Rate be equal to or less than the Contract Rate. In addition, the County shall reserve the right in any such waste disposal agreement at any time, to the extent permitted by Applicable Law, to refuse to receive and dispose of Acceptable Waste from any city, County Sanitary District, Transfer Station and Independent Hauler if and to the extent that such receipt and disposal may materially and adversely affect the ability of the County to comply with its obligations to the Participating Cities under the Disposal Agreements to which each is a party.

(C) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. The term of any such agreement for the disposal of Imported Acceptable Waste shall end by the later to occur of (i) December 31, 2015 or (ii) the date on which County general purpose revenues are no longer expended to pay debt service on the Orange County Public

Financing Authority Lease Revenue Refunding Bonds Series 2005, but in no event later than the last day of the fiscal year commencing July 1, 2015.

(D) Self Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Disposal System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

(E) Application and Use of Revenues From Other Users. All revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System, shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County's Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) ("Net Import Revenues") from the disposal of Imported Acceptable Waste by the Disposal System, and such Net Import Revenues may be used for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), incremental operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. The parties acknowledge that their intention in determining to allow the importation of Imported Acceptable Waste for disposal by the Disposal System is to stabilize the Contract Rate at rates below those which would otherwise prevail in the absence of such importation.

SECTION 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES.

(A) County-Wide Recycling Services. This Agreement does not require the County to provide for any source reduction, materials recovery, recycling, composting, or other waste diversion services by the County nor any payment therefor by the City, by Franchise Haulers or by ratepayers; provided, however, any County-Wide Recycling Services may be funded through the County OC Waste & Recycling Enterprise Fund. Any such recycling services may be expanded, contracted or modified by the County at any time in its sole discretion.

(B) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the Participating Cities, other Cities, Sanitary Districts, Transfer Stations, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the Disposal Agreements and shall not be funded through the general revenues of the Disposal System.

ARTICLE IV CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance and disposal of Controllable Waste delivered to the System by any Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by each Franchise Hauler shall be (x) \$22.00 per ton from the Commencement Date through June 30, 2010, and (y) \$29.95 per ton on and after July 1, 2010, in both cases contingent on the delivery to the Disposal System of an amount of Acceptable Waste at

least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2:

- (i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;
- (ii) costs incurred by the County (in excess of available insurance proceeds and amounts available in the Environmental Fund for such purposes) remediating environmental conditions at the Disposal System or inactive or closed disposal sites in the County, which, if uncorrected, could give rise to potential claims under CERCLA or related federal or state statutes, including costs incurred providing indemnification to any Participating City pursuant to subsection 7.3; or
- (iii) tonnage shortfalls to the extent permitted by Sections 4.2(B);
- (iv) average annual inflation prior to July 1, 2010 in excess of the levels set forth in Section 4.2(H) and escalation pursuant to Section 4.2(F);
- (v) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Changes in Law; or
- (vi) Capital Costs in excess of the Capital Costs at any point in time during the term hereof exceeding the Cumulative Capital Costs set forth in Appendix 3.

Prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (i), (ii) or (iii) above, the County shall utilize the following remedies in the following order of priority:

- (x) reduce the costs of operating the Disposal System to the extent practicable; and
- (y) utilize Unrestricted Reserves to pay costs of the Disposal System.

The County will not be required to utilize such remedies prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (iv), (v) or (vi) above.

Any adjustments to the Contract Rate permitted by this Section shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized. The County agrees that it will evaluate the feasibility of long term financing for significant capital costs where appropriate.

(B) County Acceptable Waste Shortfall. In the event that the actual amount of County Acceptable Waste delivered to the Disposal System at the end of any Contract Year is less than the Cumulative Tonnage Target for such Contract Year for County Acceptable Waste, as specified in Appendix 2, the County shall utilize the following options, in the following order of priority, in order to remedy any adverse effects of such tonnage shortfall:

- (i) reduce the costs of operating the Disposal System to the extent practicable;
- (ii) utilize Restricted Reserves described in clause (iii) of Section 4.5 to pay costs of the Disposal System;
- (iii) utilize Unrestricted Reserves to pay costs of the Disposal System; and
- (iv) adjust the Contract Rate.

In the event that implementation of the steps described above does not result in sufficient revenues to satisfactorily address the shortfall in tonnage, the County shall have the right to terminate the Agreement on 60 days written

notice to the City. In addition, in the event that actual deliveries to the Disposal System exceed the Cumulative Tonnage Target as of the end of any Contract Year, the City acknowledges the County shall have the right to establish reserves intended to reflect the potential for lower than expected annual waste deliveries in subsequent years, and that any such reserves shall constitute "Restricted Reserves".

(C) [RESERVED]

(D) Interim Use of Remedies. In the event that, during any Contract Year, waste deliveries to the Disposal System are 25% or more below delivery projections for such Contract Year with the result that the County determines it is unlikely that the Cumulative Tonnage Target will be achieved as of the end of such Contract Year, the County may utilize the remedies described in Section 4.2(B) prior to the end of such Contract Year; provided, however, that if at the end of such Contract Year, the Cumulative Tonnage Target is actually met, the County shall reimburse any adjustments to the Contract Rate made pursuant to this Section to Participating Cities. Such reimbursement may be given as a credit or adjustment to the Contract Rate for future deliveries, rather than a lump sum payment.

(E) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of accepting such hard to handle materials. In addition, in the event that the Board of Supervisors of the County makes a determination to implement a facility (including but not limited to a transfer station, landfill, conversion technology facility, or a materials recovery or processing facility), which facility would be intended to provide for disposal alternatives after the closure of one or more of the landfills currently operating within the Disposal System, the County may impose an additional charge of \$0.50 per ton of Acceptable Waste in order to pay the costs of the study, development, planning, construction and/or operation of such facility.

Adjustments pursuant to this Section 4.2(E) shall not require compliance with the provisions of Section 4.2(I).

(F) Escalation. The Contract Rate shall be adjusted each July 1, beginning July 1, 2011. The change will be equal to the positive percentage change in the Consumer Price Index – All Urban Consumers, U.S. city average, All items, Not Seasonally Adjusted, Series ID CUUR0000SA0 ("CPI") as measured from the October 21 months prior to the rate adjustment to the October immediately preceding the rate adjustment. For example: The July 1, 2011 rate adjustment shall be based upon the index change from October 2009, to October 2010, referred to as year 1 and year 2 respectively in the following example .

Formula to calculate percentage change in the Contract Rate:

Step 1:

$$\left[\frac{\text{October Year 2 CPI}}{\text{October Year 1 CPI}} \right] - 1 = \% \text{ increase in Contract Rate}$$

Step 2: Current Contract Rate x (1+ % increase in Contract Rate) = Contract Rate as of July 1 Year 2

On each April 1, commencing April 1, 2011, the County shall provide the City with notice of the adjustment to the Contract Rate to be effective the following July 1. Such notice shall contain the calculation of the adjustment set forth above. The County will calculate the new Contract Rate each year.

In the event that the change in the CPI is negative, no rate adjustment will be made for that year. No adjustment under this Section 4.2(F) will take place until the October CPI index surpasses the index level as of the October immediately preceding the last annual rate adjustment pursuant to this Section 4.1(F), which will be considered "year 1" in calculating the change in the Contract Rate.

For example, if the CPI is measured as follows: October 2009 = 205, October 2010 = 204, October 2011 = 201, October 2012 = 208, then there would be no adjustment in July 2011, or July 2012, and an adjustment equal to the change from 205 to 208 would be implemented on July 1, 2013.

Adjustments pursuant to this Section 4.2(F) shall not require compliance with the provisions of Section 4.2(I).

(G) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or increase in existing fees relating to the disposal of Controllable Waste imposed by state, federal or other agencies (i.e., the State's Integrated Waste Management fee, which is currently \$1.40 per ton). The adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any increase pursuant to this Section 4.2(G) as soon as practicable after becoming aware of the imposition of any fees described above.

Adjustments pursuant to this Section 4.2(G) shall not require compliance with the provisions of Section 4.2(I).

(H) Calculation of Cumulative Inflation Rate. For purposes of Section 4.2(A)(iv) for adjustments prior to July 1, 2011, the inflation shall be calculated as the change in the CPI between July of the year of calculation and July 1, 2008. Inflation shall be deemed to exceed the levels set forth below if the ratio between the CPI for July for the year of calculation (calculated in accordance with the formula below) and July 2008 exceeds the ratio corresponding to such year of calculation on the table below. The ratio shall be calculated in accordance with the following formula:

(July CPI of calculation year / CPI for July 2008)

<i>Year of Calculation</i>	<i>Ratio</i>
July 1, 2008	1.0000
July 1, 2009	1.0356
July 1, 2010	1.0723

In the event the CPI is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics or otherwise generally accepted as a replacement for CPI shall be used for purposes of this Agreement. In the event of an adjustment to the Contract Rate pursuant to this section 4.2(H), such adjustment shall be applied to the Contract Rate effective until June 30, 2010, and the Contract Rate effective July 1, 2010.

Adjustments pursuant to this Section 4.2(H) shall not require compliance with the provisions of Section 4.2(I).

(I) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A) (other than 4.2(A)(iv)) or Section 4.2(B), it shall utilize the procedures described in this Section 4.2(I). The County shall be required to provide the City with at least 90 days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least 45 days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Disposal System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedies described in Section 4.2(A) or (B) prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least 10 days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for

consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In any such meeting, the County shall be represented by the Director of the Department or his or her designee. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County regardless of whether or not the procedures in Section 4.2(J) are utilized, but subject to potential reimbursement pursuant to clause (1) of Section 4.2(J).

(J) Procedure for Expedited Judicial Review of Contested Rate Adjustment. In the event that, within 30 days after the effective date of any Contract Rate adjustment made pursuant to Section 4.2(I), Participating Cities which, in the aggregate, accounted for more than 50% of the County Acceptable Waste delivered to the County System in the twelve months preceding the Contract Rate adjustment, provide notice to the County of their election to utilize the procedures described in this Section 4.2(J), then the provisions of this Section 4.2(J) shall be utilized by such Participating Cities and the County to resolve the dispute over the Contract Rate Adjustment. In the event that Participating Cities which have delivered the amount of waste contemplated in the preceding sentence do not provide notice to the County of such election, the County shall have no obligation to participate in or cooperate in the implementation of the procedures described below in this Section 4.2(J).

(1) In order to pursue the expedited judicial determination described in this Section (the "Expedited Rate Determination"), the Participating Cities which have made the election described in the paragraph above (the "Challenging Cities") must commence a civil action for breach of contract (the "Action") in the Orange County Superior Court within 45 days of the date on which the Board of Supervisors approves the challenged adjustment to the Contract Rate.

(2) Within two (2) days of filing the Action, the Challenging Cities shall personally serve on the County Counsel both the summons and complaint, and a stipulation and request for the entering of an order incorporating all of the procedural provisions relating to the Expedited Rate Determination as set forth in this Section 4.2(J) (such stipulation and request for order is hereinafter referred to as the "Expedited Rate Determination Stipulation"). The Expedited Rate Determination Stipulation shall be signed by each of the Challenging Cities.

(3) Within fifteen (15) days of the date of service upon the County of the summons and complaint, and Expedited Rate Determination Stipulation, the County Counsel shall execute the Expedited Rate Determination Stipulation and personally serve upon the Challenging Cities through their counsel of record the Expedited Rate Determination Stipulation and its answer to the complaint in the Action. The Stipulation shall also include a waiver by each of the parties of their right to a jury trial of the issues raised in the Action. The City and the County mutually agree that the duty to execute the Expedited Rate Determination Stipulation and comply with the procedures set forth for Expedited Rate Determination in this Section 4.2(J) shall be, and are hereby deemed to be, ministerial duties which the law specifically enjoins upon each of them, and shall be subject to enforcement by the parties herein pursuant to Code of Civil Procedure Section 1085, *et seq.*, or by means of a complaint for specific performance.

(4) Within three (3) days of the date of service by the County upon the Challenging Cities of the fully signed Expedited Rate Determination Stipulation, the County and the Challenging Cities shall jointly make *ex parte* application to the Orange County Superior Court in the Action for the issuance of the order contained in the Expedited Rate Determination Stipulation. At such *ex parte* application, the County and the Challenging Cities shall also seek to confirm with the Orange County Superior Court the briefing schedule, and request a hearing date in accordance with the procedures set forth in this Section 4.2(J).

(5) Within ten (10) days of the date of service by the County upon the Challenging Cities of the answer in the Expedited Rate Determination, the Challenging Cities shall file with the court and personally serve upon the County the Challenging Cities' opening brief and the Record in the Expedited Rate Determination. The opening brief shall not exceed 15 pages in length. The Record shall consist of, and be limited to, the record of the proceedings before the Board of Supervisors with respect to the adjustment of the Contract Rate, including but not limited to the County Report and the City Report prepared by each or any of the Challenging Cities pursuant to Section 4.2(I), any materials filed or lodged with the Board of Supervisors and the Orange County

Waste Commission, the transcript of the proceedings of the Board of Supervisors meeting and the Orange County Waste Commission, the minutes of the Board of Supervisors and the Orange County Waste Commission meeting, and the resolution and/or other documentation evidencing action by the Board of Supervisors and the Orange County Waste Commission to adjust the Contract Rate pursuant to Section 4.2(A) or (B). The record shall also include the most recent reports prepared pursuant to Sections 4.6 and 4.7. The Expedited Rate Determination shall be decided solely on the evidence in the Record, and no extrinsic evidence shall be submitted to or considered by the court.

(6) Within ten (10) days of service by the Challenging Cities of their opening brief and the Record, the County shall file and personally serve upon the Challenging Cities the County's opposition brief. The opposition brief shall not exceed 15 pages in length.

(7) Within five (5) days of service by the County upon the Challenging Cities of the opposition brief, the Challenging Cities may file and personally serve upon the County a rebuttal brief, which shall not exceed 10 pages in length.

(8) The trial of the Expedited Rate Determination shall be conducted as a hearing which shall be conducted at the date set by the court in the *ex parte* hearing conducted pursuant to Section 4.2(J)(4), or such other date and time ordered by the court. If the court requests the parties to prepare supplemental briefs in response to any question or issue raised by the court, the parties may do so.

(9) The standard of review for the Expedited Rate Determination shall be the preponderance of the evidence based upon the Record. The burden of proof shall be borne by the Challenging Cities, and the burden of proof shall be the same as with respect to a plaintiff in a damages action for breach of contract. Both parties have participated in the drafting of this Agreement. Accordingly, nothing set forth in this Agreement shall be interpreted or construed for or against either of the parties as a consequence of their participation in the drafting of this Agreement.

(10) The court shall issue its written statement of decision and enter judgment within thirty (30) days of the date of the hearing in the Expedited Rate Determination.

(11) If the court determines that any portion of the County's adjusted Contract Rate which is the subject of the Expedited Rate Determination was improperly imposed, the County shall, within 30 days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest calculated at the highest percentage rate that does not constitute usury under California laws. Such reimbursement may be made in the form of a reduction in the Contract Rate for a future period (not to exceed twelve months) reasonably calculated to provide full reimbursement of the amounts described above.

(12) If for any reason the court does not sign the order contained in the Expedited Rate Determination Stipulation, the City shall, within 30 days of the court's denial of such requested order, file with the court and personally serve upon the County a motion for summary judgment and/or motion for judgment on the pleadings, in accordance with Code of Civil Procedure Section 437(c) and 438. By executing this Agreement, the parties hereby stipulate that, in the event that the Challenging Cities file such summary judgment motion and/or motion for judgment on the pleadings, the Record shall be deemed to have been incorporated into the complaint and answer filed by the Challenging Cities and the County, and no evidence outside of the Record is relevant or material to the dispute raised in the Expedited Rate Determination. The briefing schedule and hearing on such motion for summary judgment and/or motion for judgment on the pleadings shall be in accordance with Code of Civil Procedure Section 437(c). The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (12).

(13) In the event that the court both does not sign the order contained in the Expedited Rate Determination Stipulation and either does not hear or does not issue a ruling on the merits on the motion for summary judgment and/or judgment on the pleadings which is dispositive of the issues, claims and causes of action in the complaint filed by the Challenging Cities, the County and the Challenging Cities shall, within twenty days following the issuance of the Court's order or decision not to honor the parties' stipulation or not to hear the parties' motion for summary judgment, make application to the Presiding Judge of the Orange County

Superior Court for an expedited hearing or trial date. The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (13). In this regard, and without limiting the foregoing, the only evidence to be presented at the hearing or trial shall be the Record, no testimony shall be presented at the hearing or trial; and both the County and the Challenging Cities waive all rights to a jury trial, to any reconsideration of the decision of the court, to a new trial after the court renders a decision, and to any appeal or review of the decision of the court.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE.

(A) Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Disposal System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate from City revenues, the City, as its own Franchise Hauler, shall have direct responsibility for payment of the Contract Rate, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law. To the extent provided in Section 7.5 hereof, the obligation of the City for such Contract Rates shall be limited to amounts in the City's Solid Waste Enterprise Fund. From the Commencement Date to the date of expiration or termination of this Agreement, the obligation to the City to pay the Contract Rate, to the extent the City rather than Franchise Haulers is responsible directly for payment and provided that the Service Covenant has been complied with, shall be absolute and unconditional and shall not be subject to delay or diminution by reason of set-off, abatement, counterclaim, existence of a dispute or otherwise.

(B) Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers other than City municipal collection forces, the obligation to pay the Contract Rate shall rest with such Franchise Haulers and not with the City and, unless the City has agreed with the County to be responsible for Franchise Hauler payments, the City shall not be financially responsible for any delay or failure by such Franchise Hauler to pay the Contract Rate or any portion thereof when due. In the event of any such failure, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City may include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C) Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay the billed amount and shall provide the County with written objection within 30 days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. If the City or the Franchise Hauler and the County are not able to resolve such dispute within 30 days after the City's or the Franchise Hauler's objection, either party may pursue appropriate legal remedies.

SECTION 4.4 BILLING OF THE CONTRACT RATE. The County shall continue to bill Contract Rates after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

SECTION 4.5 RESTRICTED RESERVES. For purposes of this Agreement, "Restricted Reserves" means cash and other reserves of the Disposal System which are restricted to specific uses or are otherwise being reserved by the County to meet its obligations hereunder throughout the term of the Agreement with respect to the Disposal System pursuant to any Applicable Law, contract, adopted budget, budgetary policy of the County with respect to the Disposal System, or other arrangement. Such cash and other reserves are not required to be deposited in separate accounts or funds in order to constitute "Restricted Reserves" hereunder, and may be commingled with

Unrestricted Reserves or other funds of the County attributable to the Disposal System. "Restricted Reserves" shall include, but not be limited to, the following:

- (i) reserves for closure of components of the Disposal System to the extent required by Applicable Law;
- (ii) amounts reserved by the County for funding of post closure maintenance and monitoring with respect to components of the Disposal System;
- (iii) reserves established to protect the Disposal System against the adverse financial impact of potential decreases in waste deliveries pursuant to Section 4.2(B);
- (iv) amounts reserved to pay the costs of capital improvements with respect to the Disposal System;
- (v) amounts funded from revenues during the early years of the term of the Agreement reserved to enable the County to provide disposal services for the Contract Rate during the later years of the Agreement;
- (vi) amounts temporarily held by the County prior to payment to the State or other Governmental Bodies pursuant to Applicable Law (including any fees or charges payable to the State Integrated Waste Management Board);
- (vii) reserves required to meet bond covenants pursuant to financing agreements for Disposal System assets to the extent such amounts must be legally separate and distinct from other reserves identified in this Section;
- (viii) security deposits from landfill deferred payment program users;
- (ix) amounts held by the County in the Environmental Fund (provided, however, that such amounts in the Environmental Fund will be made available and used by the County if required to pay costs relating to environmental remediation or other related costs);
- (x) AB939 surcharges;
- (xi) amounts held by the County in the Corrective Action Fund held pursuant to CCR Title 27 to demonstrate financial assurance to pay for potential groundwater contamination; and
- (xii) an amount equal to three months of budgeted expenses for the Disposal System for the current fiscal year, representing working capital of the Disposal System.

SECTION 4.6 AUDITED FINANCIAL STATEMENTS. The County shall annually, on or before January 1 each year, prepare or cause to be prepared and have on file for inspection an annual report for the preceding Contract Year, accompanied by a certificate of an independent public accountant or of the County Auditor and Controller as to the examination of the financial statements therein (describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles) relating to the Disposal System, the Disposal Services, and the fiscal activities of the County OC Waste Disposal Enterprise Fund, and including statements in reasonable detail of the financial condition of the County OC Waste Disposal Enterprise Fund as of the end of the Contract Year and revenue and expenses for the Contract Year.

SECTION 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION. The County shall annually, on or before May 1 of each year, prepare or cause to be prepared, an updated Ten-Year Financial Projection for the Disposal System. Said Financial Projection shall include at least two full years of prior actual data and ten years of future projections including the following elements:

1. County Acceptable Waste, in tons;
2. Imported Acceptable Waste, in tons;
3. Revenues and expenditures;
4. Cash fund balances, including all monies in the County Solid Waste Enterprise Fund, with specific delineation of monies in the Environmental Fund, Restricted Reserves, Unrestricted Reserves, and all other funds of the System.
5. Projected liabilities for closure and post closure as well as reasonable reserves for other environmental costs.

The purpose of the Ten-Year Financial Projection is to keep the City fully informed about the future financial condition of the Disposal System. The County shall cause a copy of the Ten-Year Financial Projection to be delivered to the City Manager of the City no later than May 1 of each year. Upon request, the County shall make available to the Cities supporting information related to the ten-year financial projection

ARTICLE V BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The parties agree that in the event either party breaches any obligation under this Agreement or any representation made by either party hereunder is untrue in any material respect, the other party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon 90 days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2) multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by the number of years remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) **By City.** Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.5) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the

County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) By County. Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the City substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.5) the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

SECTION 5.5 FORUM FOR DISPUTE RESOLUTION. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Disposal System or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California having appropriate jurisdiction.

ARTICLE VI TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2020, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2018, for an additional term of ten years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2017. If the parties do not renew this Agreement by June 30, 2018, the Agreement shall expire on June 30, 2020.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2018, negotiate an applicable change in the Contract Rate for such renewal term. In determining any revisions to the

Contract Rate to be applicable during any renewal period, in addition to the circumstances described in Section 4.2(A), the parties may take into consideration the following parameters, including but not limited to:

- (i) actual cost of operations;
- (ii) population growth;
- (iii) increase or decrease in available tonnage;
- (iv) economic and disposal market conditions in the Southern California region;
- (v) changes in transportation and technology;
- (vi) closure and expansion of nearby landfills;
- (vii) capacity of the Disposal System; and
- (viii) available reserves which are in excess of the amount reasonably required as

reserves.

(D) Survival: Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 5.5, 7.2, 7.3, 7.5, 7.7, 7.8, 7.9, and 7.10 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Obligations of the Parties Prior to the Commencement Date. The parties acknowledge that the Disposal Agreements may be executed and delivered on different dates and that, except as provided in this subsection, neither the County nor the City shall be obligated to perform its obligations hereunder until the participation threshold provided herein has been met and the other conditions to the occurrence of the Commencement Date have occurred. Prior to the Commencement Date, each party hereto shall at its own expense exercise good faith and due diligence and take all steps within its reasonable control in seeking to satisfy the conditions to the Commencement Date set forth herein as soon as reasonably practicable. The County and the City, each at its own expense, shall cooperate fully with each other and the other Participating Cities in connection with the foregoing undertaking. Until the Commencement Date occurs, the Original WDAs shall remain in full force and effect.

(B) Condition to the Commencement Date. The Commencement Date for the Agreement shall be the date on which the percentage of the County's Acceptable Waste attributable to Participating Cities which have executed and delivered Disposal Agreements shall exceed 85% percent (using the percentage rates attributed to such Cities in Appendix 1). Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with this Section 6.2(b) and Appendix 1 of this Agreement.

(C) Satisfaction of Condition and Commencement Date. Upon the satisfaction or waiver of the condition to the Commencement Date, the County shall give written notice thereof to the cities which have theretofore executed Disposal Agreements. The parties shall thereupon hold a formal closing acknowledging the satisfaction or waiver of the condition to the Commencement Date, certifying that the Commencement Date has occurred and designating the Participating Cities. Copies of all of the documents or instruments constituting or evidencing satisfaction of the Commencement Date conditions shall be furnished to each party prior to or on the Commencement Date.

(D) Newly Incorporated Cities. Any city within Orange County which becomes incorporated after the Commencement Date shall upon request be offered the opportunity by the County to become a Participating City. If any such City executes a Disposal Agreement and meets the applicable condition provided in subsection 6.2(B) hereof within 180 days following the date of its municipal incorporation, then such City shall be entitled to execute a Waste Disposal Agreement on substantially the same terms and conditions as this Agreement (including the Contract Rate), notwithstanding the limitations contained in Section 3.6(B).

(E) Failure of Condition. If by _____ [120 DAYS AFTER BOARD APPROVAL], or such later date as the County may agree, the condition to the Commencement Date specified in this Section is not satisfied, either party hereto may, by notice in writing to the other party, terminate this Agreement. Neither party shall be liable to the other for the termination of this Agreement pursuant to this subsection, and each of the parties shall bear its respective costs and expenses incurred in seeking to satisfy the condition to the Commencement Date. Notwithstanding anything in this Agreement to the contrary, in the event that this Agreement is terminated pursuant to this Section, the provisions of the Original WDA shall remain in full force and effect on the terms and conditions set forth therein.

ARTICLE VII GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE DISPOSAL SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Disposal System in accordance with Applicable Law and the operating rules and regulations of the Department.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Disposal System. While the delay continues, the County or City shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Disposal Services to the Participating Cities in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the

Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the County agrees that, it will protect, indemnify, defend and hold harmless the City from and against all Loss-and-Expense arising from the City's activity as an "arranger" (for purposes of and as such term is defined under CERCLA or comparable state statutes) of municipal solid waste disposal pursuant to this Agreement. In the event the City shall determine that because of conflict or any other reason that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement whether the County or the City provides legal counsel. Any costs incurred by the County pursuant to this Section shall be considered an Uncontrollable Circumstance cost and the County shall be entitled to adjust the Contract Rate as provided in subsection 4.2(A) herein. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste (other than incidental amounts of Household Hazardous Waste commonly found in municipal solid waste and permitted to be disposed in Class III landfills under RCRA) which violates the County's landfill permits or Applicable Law. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The parties acknowledge that this subsection is not intended to and does not create any obligation on the part of the County to provide any indemnification or defense to any Franchise Hauler, whether franchised or not, or any Independent Hauler or Transfer Station, under any circumstances. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, and shall, as a condition to this indemnity, coordinate fully with the County in the defense.

SECTION 7.4 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 7.5 LIMITED RECOURSE.

(A) To the City. Except in the event the City has not established or maintained a City Solid Waste Enterprise Fund, no recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the County for all such amounts shall be to the funds held in any such Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.6 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any party hereto may have to or against the other party as of the Contract Date relating to the disposal of waste in the Disposal System or any other related matter.

SECTION 7.7 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Disposal System by reason of this Agreement.

SECTION 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting Acceptable Waste or processing it for diversion from landfill, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be its sole liability, except as expressly otherwise provided herein.

SECTION 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both parties.

SECTION 7.11 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13 ASSIGNMENT OF AGREEMENT. (A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing, either party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning party.

(B) Sale. The County shall not enter into any agreement for the sale of the Disposal System which provides for an effective date for such sale prior to the termination of this Agreement.

SECTION 7.14 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.15 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by notice to the other party.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date 7/1/09

By [Signature]
Director, OC Waste & Recycling

Date _____

By [Signature]
Mark Tettemer
Mayor
City of Lake Forest

Date _____

By [Signature]
Debra Rose
Acting City Clerk
City of Lake Forest

APPROVED AS TO FORM:

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By [Signature]
Date 07.27.09

By: [Signature]
City Attorney

APPENDIX 1

ESTIMATED ANNUAL TONNAGE

APPENDIX 1

PERCENTAGE OF COUNTY ACCEPTABLE WASTE ATTRIBUTABLE TO PARTICIPATING CITIES FOR PURPOSE OF SECTION 6.2(b)

Jurisdiction	Percentage of County Acceptable Waste
Anaheim	13.4%
Santa Ana	10.6%
Irvine	7.5%
Huntington Beach	6.0%
Orange	5.8%
Garden Grove	5.1%
Fullerton	4.5%
Unincorporated Orange County ⁽¹⁾	4.3%
Costa Mesa	3.6%
Newport Beach	3.0%
Lake Forest	2.6%
Buena Park	2.5%
Mission Viejo	2.3%
Westminster	2.3%
Yorba Linda	2.3%
Brea	2.1%
Tustin	2.0%
Cypress	1.9%
La Habra	1.8%
San Clemente	1.7%
Fountain Valley	1.6%
Laguna Niguel	1.6%
Placentia	1.6%
San Juan Capistrano	1.6%
Laguna Beach	1.4%
Dana Point	1.2%
Stanton	1.1%
Rancho Santa Margarita	1.0%
Laguna Hills	0.9%
Seal Beach	0.8%
Aliso Viejo	0.7%
Los Alamitos	0.5%
La Palma	0.3%
Laguna Woods	0.2%
Villa Park	0.2%
Total	100%

(1) Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with Section 6.2(b) of this Agreement.

(2) A Participating City will only be included for purposing of determining the Commencement Date upon (i) execution of a Waste Disposal Agreement by that Participating City and (ii) execution of a Hauler Acknowledgement(s) by the Franchise Hauler(s) operating within such Participating City

APPENDIX 2
CUMULATIVE TONNAGE TARGETS

APPENDIX 2

**Cumulative County Acceptable Waste Tonnage Target to be Used
for Purposes of Section 4.2 (B)**

<i>Fiscal Year</i>	<i>County Acceptable Waste Tonnage</i>	<i>Cumulative County Acceptable Waste Tonnage</i>
FY 2008-09	3,170,387	3,170,387
FY 2009-10	3,092,806	6,263,193
FY 2010-11	3,185,590	9,448,783
FY 2011-12	3,344,870	12,793,653
FY 2012-13	3,445,216	16,238,869
FY 2013-14	3,514,120	19,752,989
FY 2014-15	3,549,262	23,302,251
FY 2015-16	3,565,608	26,867,859
FY 2016-17	3,582,033	30,449,892
FY 2017-18	3,598,535	34,048,427
FY 2018-19	3,615,115	37,663,542
FY 2019-20	3,631,774	41,295,316

**APPENDIX 3
 CUMULATIVE CAPITAL COSTS
 to be Used
 for Purposes of Section 4.2(A)vi**

Fiscal Year (ending June 30)	Annual Capital Costs	Cumulative Capital Costs
2009	\$37,939,538	\$37,939,538
2010	\$59,343,405	\$97,282,943
2011	\$10,433,978	\$107,716,921
2012	\$13,678,113	\$121,395,034
2013	\$17,525,040	\$138,920,074
2014	\$11,259,518	\$150,179,592
2015	\$37,682,758	\$187,862,350
2016	\$5,068,800	\$192,931,150
2017	\$10,662,265	\$203,593,415
2018	\$29,397,698	\$232,991,113
2019	\$8,263,795	\$241,254,908
2020	\$45,103,805	\$286,358,713

APPENDIX 4
FORM OF HAULER ACKNOWLEDGMENT

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of _____, 2009 (the "Acknowledgment"), by and between the City of Lake Forest (the "City") and USA Waste of California, Inc., dba Waste Management of Orange County (the "Franchise Hauler").

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled Franchise Hauler Acknowledgement, dated as of _____ (the "Franchise"); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of _____, 2009 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.

2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of ____ day of _____, 2009.

CITY OF Lake Forest

Signature: _____

Printed Name: _____

Title: _____

Waste Management of Orange County
(Franchise Hauler)

Signature: [Handwritten Signature]

Printed Name: Tyson Rose

Title: Area - Resident

ATTACHMENT J

Annual Rate and Disposal Cost Adjustments

The original "Collection", "Processing", and "Disposal" components of rates are identified in Attachment D-2 and each component shall be adjusted according to the following procedures. No Adjustments will be made to any rate component that was proposed as "0" or negative value rate components upon the effective date of the Contract.

1. ANNUAL RATE ADJUSTMENT METHOD AND DISPOSAL COST ADJUSTMENT METHOD

A. ADJUSTMENT FOR COLLECTION COMPONENT OF ANNUAL RATE BASED ON PPI

Perform the following calculations of the most current adjusted Collection component of the rate. The initial adjustment shall be applied to the Collection component of the rate as identified in Attachment D-2 beginning July 2015.

Step One. Calculate the percentage change in the Producer Price Index for Natural Gas (Series ID WPU0531). The first adjustment to be made in July 2015 shall be calculated using the final Natural Gas PPI percentage change from October 2013 to October 2014. The percentage change for the final Natural Gas PPI shall be calculated for a twelve-month period ending on October 31 of every year of the Term, beginning with July 2015.

Step Two. Calculate the fuel costs by subtracting the portion of the Collection component of the rate attributed to fuel by multiplying Collection by 15%.

Step Three. Multiply the fuel cost (15% of Collection) by 1 plus the percentage change in final PPI for Natural Gas. If the PPI percentage change is negative, then 15% of Collection will be adjusted downward; and if the PPI percentage change is positive, then 15% of Collection shall be adjusted upward. The percentage change shall not exceed 25% for a percentage increase, or -25% for a percentage decrease, per annum.

Step Four. Calculate the percentage change in the Producer Price Index for Finished Goods Less Food and Energy (Series ID WPUSOP3500). The first adjustment to be made in July 2015 shall be calculated using the final Finished Goods Less Food and Energy PPI percentage change for a twelve-month period ending on October 31, 2014. The percentage change for the final Finished Goods Less Food and Energy PPI shall be calculated for a twelve-month period ending on October 31 of every year of the Term. The percentage change shall not exceed 4% per annum. In the event the calculated percentage change in the PPI is negative, the rate adjustment shall be zero (0).

Step Five. Multiply the Collection component of the rate by 85% to calculate the Collection fee less fuel costs.

ATTACHMENT J

Annual Rate and Disposal Cost Adjustments

Step Six. Multiply the Collection fee, less fuel costs (85% of Collection) by 1 plus the percentage change in PPI for Finished Goods similar to the calculation shown in Step Four above.

Step Seven. Add the Collection component adjusted for fuel costs (15% of Collection) to the Collection component less fuel costs (85% of Collection) for the total adjusted Collection component of the rate.

Sample Rate Adjustment Calculation for Change in PPI

(All numbers are examples only and are used here for illustration purposes).

Example Assumptions:

Final PPI for Finished Goods (old)	140.00
Final PPI for Finished Goods (new)	144.00
Final PPI for Natural Gas (old)	237.4
Final PPI for Natural Gas (new)	270.7
Current Residential Recycling Cart Collection Rate	\$.91
Current Commingled 3-yr bin Collection Rate	\$32.28

Step One. Calculate percentage change in PPI for Natural Gas.

$$237.4 - 270.7 = (33.3/237.4) 100 = 14\%$$

Step Two. Calculate percentage of Collection attributable to fuel costs (= 15%).

$$\begin{aligned} \text{Residential Collection Rate: } & \$.91 \times .15 = \$.14 \\ \text{3 yr. Bin Collection Rate: } & \$32.28 \times .15 = \$4.84 \end{aligned}$$

Step Three. Apply percentage change of PPI for Natural Gas to fuel costs calculated in Step Two.

$$\begin{aligned} \text{Residential Collection Rate: } & \$.14 \times 1.14 = \$.16 \\ \text{3 yr. Bin Collection Rate: } & \$4.84 \times 1.14 = \$5.52 \end{aligned}$$

Step Four. Calculate percentage change in PPI for Finished Goods.

$$144 - 140 = (4/140) 100 = 2.8\%$$

Step Five. Calculate Collection less fuel costs (= 85%).

$$\begin{aligned} \text{Residential Collection Rate: } & \$.91 \times .85 = \$.77 \\ \text{3 yr. Bin Collection Rate: } & \$32.28 \times .85 = \$27.43 \end{aligned}$$

ATTACHMENT J

Annual Rate and Disposal Cost Adjustments

Step Six. Apply percentage change of PPI for Finished Goods to Collection fee less fuel costs calculated in Step Five.

Residential Collection Rate: $\$.77 \times 1.028 = \$.79$

3 yd. Bin Collection Rate: $\$27.43 \times 1.028 = \28.21

Step Seven. Add the rates calculated in step three and step six to calculate the total adjusted Collection rate.

New Residential Collection Rate: $\$.16 + \$.79 = \$.95$

New 3 yd. Bin Collection Rate: $\$5.52 + \$28.21 = \$33.73$

B. ADJUSTMENT FOR PROCESSING COMPONENT OF ANNUAL RATE BASED ON PPI

Perform the following calculations of the most current adjusted Processing component of the rate. The initial adjustment shall be applied to the Processing component of the rate as identified in Attachment D-2 beginning July 2015.

Step One. Calculate the percentage change in the final Producer Price Index for Finished Good Less Food and Energy (Series ID WPUSOP3500). The change in the PPI shall be for the twelve-month period ending on October 31 and the percentage change shall not exceed 4% per annum.

Step Two. Multiply the Processing component of the rate by 1 plus the percentage change in the final PPI.

Step Three. In the event the calculated percentage change in the PPI is negative, the rate adjustment shall be zero (0).

Sample Rate Adjustment Calculation for Change in PPI

(All numbers are examples only and are used here for illustration purposes).

Example Assumptions:

Final PPI (old)	140.00
Final PPI (new)	144.00
Current Residential Recycling Cart Processing Rate	\$ 2.48
Current Commingled 3 yd bin Processing Rate	\$18.16

Step One. Calculate percentage change in PPI.

$$144-140 = (4/140) 100 = 2.8\%$$

Step Two. Apply percent change to Processing component of rate.

Residential Processing Rate: $\$2.48 \times 1.028 = \2.55

ATTACHMENT J

Annual Rate and Disposal Cost Adjustments
3 yd. Bin Processing Rate: $\$18.16 \times 1.028 = \18.67

C. ADJUSTMENT FOR CHANGE IN DISPOSAL CHARGE (TIP FEES) APPLIES ONLY WHEN TIPPING FEE ACTUALLY CHANGES (INCREASES OR DECREASES))

Step One. Calculate the percentage change in the Disposal Charge per ton, based upon the change between the most recent tipping fee on which rates are based, and the new tipping fee.

Step Two. Apply the resulting percentage change to the most current Disposal component of rate by multiplying the Disposal component by 1 plus the percentage change. If the percentage change is negative, then the Disposal Charge will be adjusted downward; and if the percentage change is positive, then Disposal Charge shall be adjusted upward.

Sample Rate Adjustment Calculation for Change in Disposal Charge (All numbers are examples only and are used here for illustration purposes)

Example Assumptions:

Disposal Tip Fee (old)	\$30.00/ton
Disposal Tip Fee (new)	\$35.00/ton
Current Disposal Charge	
Component of Residential MSW Cart rate	\$ 0.11
Current Disposal Charge	
Component of 3 yd bin rate	\$1.01

Step One. Calculate percentage change in Tip Fee.

$$\$35.00 - \$30.00 = (\$5/\$30.00) 100 = 16.6\%$$

Step Two. Apply percent change to Disposal Charge component of existing rates.

$$\text{Residential Disposal rate: } \$0.11 \times 1.166 = \$0.13$$

$$\text{3 yd bin Disposal rate: } \$1.01 \times 1.166 = \$1.18$$

D. CALCULATE TOTAL ANNUAL RATE

Step One. Add the Collection Component of the Rate (as adjusted in A. above), the Processing Component of the Rate (as adjusted in B. above), and the Disposal Component of Rate (as adjusted in C. above) to calculate total rate for service. (Note: the Disposal

ATTACHMENT J

Annual Rate and Disposal Cost Adjustments
Component of Rate will not be adjusted up or down if the tipping
fee has not changed).

Example:

Adjusted Residential Rate: $$.94 + \$2.55 + \$.13 = \3.62
Adjusted 3 yd. Bin Rate: $\$33.37 + \$18.67 + \$1.18 = \53.22

E. ROUNDING PROTOCOL

1. Calculations will be rounded to one decimal place (Example: 2.3 or 0.2)
2. The numbers 1, 2, 3 and 4 in the calculation will be rounded down.
(Example: If the result of the calculation were 7.3442, the final figure would be 7.3.)
3. The numbers 5, 6, 7, 8 and 9 in the calculation will be rounded up.
(Example: If the result of the calculation were 4.278, the final figure would be 4.3.)

ATTACHMENT K

Reports to be Submitted to City

These reports are required at a minimum. The City has the right to request additional reports, to direct Contractor to modify format and layout, and to require that Contractor use existing City report formats. All report formats shall be approved by City and should be submitted with two (2) printed copies and an electronic copy (i.e. e-mail or CD). A reporting year for the City will be a Calendar Year: January 1st through December 31st.

Contractor shall provide, for all monthly, quarterly, and annual reports a certification statement, under penalty of perjury, by the responsible corporate official, that the reports are true and correct.

Monthly Reports

Monthly reports shall include a Year-To-Date summary. Monthly reports shall be submitted within twenty-five (25) calendar days after the end of each month for information on preceding months. The information listed may be combined into one or several reports and shall be the minimum reported:

1. Diversion Program(s) tonnage and goal summary listed by program and PARIS Code.
2. Calculation of the Diversion rate achieved year-to-date. The diversion rate will be calculated using the methodology outlined in Attachment BB:
3. Tons collected and Diverted in the City shall be grouped by class of waste Generator (e.g. Commercial, Multi-family, Residential, C&D processing, Roll Off and Compactor Service, Biomass and Transformation, etc.) and also by each type of Collection Service for each class of waste Generator:
 - Single Materials Recyclables
 - Single Stream Recyclable Materials
 - Source Separated Comparable Materials Recovery Facility
 - Food Scrap Materials
 - Compost Materials
 - Anaerobic Digestion Materials
 - Transformation
 - Landfill
4. Report shall list the number of Tons that were Collected and Recycled at each Compost Facility, SSC MRF, Food Scrap Processing Facility, Clean MRF, Construction and Demolition Debris Processing Facility and any Transformation Facility including the respective diversion rate.
5. All Materials Diverted by Contractor. Statement showing kinds of material and quantity sold (in tons).
6. Number of Tons of MSW Disposed during the month from both Contractor's collection routes and Tons of Residue Disposed from each Processing Facility used by Contractor to process Recyclable Materials, Yard waste, Food Scraps, Construction and Demolition Debris, and all Residue from Biomass and Transformation Facilities used by Contractor for materials from City. The report will include backup documentation showing how the

ATTACHMENT K

Reports to be Submitted to City

- Tons of Residue from each Facility were calculated and allocated to City. The report shall also include the name, telephone number and e-mail address of the contact person at each Processing Facility that the City can contact with questions about the allocations and/or reported Residue percentages and/or the number of Tons processed from City.
7. Narrative summary of problems encountered (including scavenging and any contamination) listing specific location addresses for each and actions taken with recommendations for the City, as appropriate.
 8. Summary of service complaints.
 9. Summary of accounts that implemented diversion services the previous month and/or cancelled Commercial account service. The reasons for cancelled service must be provided with report.
 10. SSC MRF route account listing to include business name, service address, quantity and type of Container, and route information such as number of pick-ups per week.
 11. Recycling Coordinators activity including Businesses and Residents contacted, status of recycling efforts, educational efforts, and issues with recycling. Recycling Coordinators activity must be tracked in a well organized and City-approved document.
 12. Warning notices issues for contaminated loads.
 13. Number of businesses and residential accounts with E-waste and U-Waste pick-ups.
 14. Number of business and residential accounts with Bulky Goods pick-ups.
 15. Number of businesses participating in diversion programs offered by Contractor (i.e. Single Material Recyclable Program, Single Stream Recyclable Material Program, Food Scraps Diversion Program, Composting Program, etc.). This section of the report must also include the total number of containers (Bin, Carts, Split Bin, etc.) in use for Single Material Recycling, Single Stream Recyclables, Food Scrap Diversion, Composting, SSC MRF, Landfill, and Transformation service. Information should include name of business, business address or residential address, number of Carts or Bins, size of Carts or Bins, and the type of Source Separated and/or Single Stream Recyclable Materials collected.
 16. Number of residential accounts with Extra MSW pick-ups.
 17. Number of residential accounts participating in backyard wheel-out service.

Quarterly Reports

Within 30 days after the completion of each quarter of the Calendar Year, Contractor shall submit a Quarterly Report. The report shall provide a quarterly summary of the monthly reports in addition to the following at a minimum:

1. Report of the Quarterly Audits of the allocation method for the diversion calculation of Residential and Commercial Recyclable Materials, Yard Waste, and Food Waste as described in Attachment N.
2. Copies of promotional and public education materials sent during the quarter.
3. A narrative description of problems encountered and actions taken, including efforts to deter and prevent Scavenging and contamination of Recyclable Materials, Yard waste, Food Waste, and Construction and Demolition Debris. The narrative is to include a description of tons rejected for sale after processing (type of material, tonnage), reason for rejection, and Contractor's disposal method for the rejected materials.
4. Recycling sales revenue by type of material marketed on a gross and net basis.

Annual Reports

On or before March 15, 2015, and on or before the same date in all subsequent years of the Term, Contractor shall submit to the City a written year-end Annual Report, in a form approved by the City. The annual report shall include information as to timely compliance with Contractor's diversion obligations and MSW collection and the following information for the Calendar Year then ending:

1. Annual Diversion Rate Achieved as identified in Article 6 of the Contract.
2. A report of the previous years Calendar Year activities in the City, including a cumulative summary of the Monthly and Quarterly Reports, and information and statistics with respect to City's compliance with the Act.
3. A complete inventory of equipment used to provide all services (including vehicles and Containers by size and waste stream type).
4. Number of routes, type of route, and route hours per day.
5. Number of accounts information and Cart and Bin information as requested in the Monthly reports.
6. Changes in Solid Waste management and recycling efforts, including projections and proposed implementation dates and costs, recommended by Contractor and recommended amendments to the City's Source Reduction and Recycling Element based on developments in technology or additional Diversion opportunities identified by Contractor. Contractor's recommendations with respect to compliance with the Act and other diversion requirements shall state the specific requirement that the implementation of the recommendation(s) is intended to satisfy.

ATTACHMENT L

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS, that CR&R Incorporated, hereinafter called the PRINCIPAL, and _____

_____, a corporation duly organized under the laws of the State of _____ having its principal place of business at _____, in the State of _____, and authorized to do business as an admitted surety insurer in the State of California, hereinafter called the SURETY, are held and firmly bound to the City of LAKE FOREST, a municipal corporation in the State of California, hereinafter called the OBLIGEE, in the sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for the For the Collection, Transportation Processing and Diversion of Recyclable Materials and Other Materials and For the Collection, Transportation and Disposal of Municipal Solid Waste ("Contract") and said PRINCIPAL is required under the terms of said Contract to furnish a bond of faithful performance of said Contract.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all of the undertakings, covenants, terms and agreements of said Contract, and any modification thereto made as therein provided, at the time and in the manner therein specified, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

The SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under, or the specifications incorporated therein shall impair or affect its obligations and its bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or the work or the specifications.

PROVIDED, however, that the SURETY shall not be liable (1) as respects to any obligations related to said Contract occurring after two (2) years from _____, 2014, unless this Bond is extended, (2) as respects to PRINCIPAL'S obligation to procure a replacement performance bond, as provided for in Section 11.03 of the Contract. This Bond may be extended after _____, 2015 in the sole discretion of the SURETY by means of a continuation certificate signed at least ninety (90) days prior to _____, 2015 and thereafter at least ninety (90) days prior to the expiration of the Bond as extended.

In the event suit is brought upon this Bond by the OBLIGEE and said OBLIGEE is the prevailing party, the SURETY shall pay, in addition to the sums set forth above, all costs

ATTACHMENT L

Performance Bond

incurred by the OBLIGEE in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this ____ day of _____, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

By: _____

SURETY:

By: _____
Attorney-In-Fact

Note: To be considered complete, both the principal and surety must sign this performance bond. In addition, the surety's signature must be notarized and a copy of the surety's power of attorney must be attached

ATTACHMENT M

Bond Continuation Certificate

In consideration of the premium charged,

_____ hereby continues in force:

Bond #: _____

Dated: _____

In the amount of: _____ on behalf of the City of
Lake Forest, for the period:

Beginning: _____

And Ending: _____ subject to all terms and
conditions of said Bond, PROVIDED that the liability of:

(NAME OF SURETY)

shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

ATTACHMENT M

Bond Continuation Certificate

Signed and Sealed: _____ (date)

By: _____
Attorney-In-Fact

[ACKNOWLEDGEMENT]



ATTACHMENT N
Proposed Protocol For Conducting Quarterly Diversion Allocation
Audits At All City-Designated MRF's, Compost Facilities, and
Construction and Demolition Debris Processing Facilities

The purpose of conducting quarterly diversion allocation audits will be to monitor ongoing progress regarding the amount of potential solid waste that still is available to divert. Understanding the material types and their derivation will assist in a more efficient means of maximizing diversion within the city.

The audits will survey materials that are derived from the commercial and multifamily sectors, as well as residential areas of the City. Strategies for completing the audits will be specific to the particular sector that is being audited. For instance the methodology for auditing materials from drop boxes will be unique from sampling methods for determining materials in the residential sector. For this proposal we will be generalizing the proposed methodology, while specifics will be worked out once more details regarding routing, updated volume data and other information is realized.

The purpose of this document is to provide general guidelines for performing visual and/or physical sorts of nonhazardous solid waste from selected garbage dumpsters, transfer stations and roll off boxes. The state department of CalRecycle is a national leader in developing waste characterization studies and has provided much information regarding the performance of waste characterization studies and diversion analysis. Much of the information provided below is a product of the learning experiences of CalRecycle and their contractor(s).

Before undertaking such an endeavor there is much planning and preparation that should take place. Being prepared with proper safety in mind as well as proper equipment is a critical step in this process. Additionally, having a clear plan for what one is attempting to achieve before undertaking such an endeavor is of critical importance. The following is a layout of critical protocols when implementing a characterization audit.

Recommended personal safety/protective equipment

The following section lists some of the personal safety/protective equipment recommended for a visual and physical sort of solid waste.

1. Body protection:

- Disposable coveralls or equivalent
- Chemical resistant coveralls, if appropriate
- Hard bottomed, non-slip, steel toe boots
- A supply of outer rubber (cut and puncture resistant) gloves





- Chemical goggles or safety glasses with splash shields
- Dust masks
- A supply of inner (latex) gloves
- Snake guards, if appropriate
- Insect repellent
- Dog repellent

2. Hearing protection (if site has equipment or activities that generate loud noises):

- Earplugs
- Earmuffs

3. Other safety equipment:

- Supportive back belt for heavy lifting
- Industrial first aid kit
- Field blanket
- Eye wash kit
- Moist, disposable towelettes (e.g., baby wipes)
- Six foot pole
- Small fire extinguisher
- Portable telephone
- High visibility traffic cones and tapes
- Site-specific safety plan
- Liquids to replenish fluids (water and cups for dehydration)

Recommended sorting equipment

1. Knife with a fixed blade.
2. Small bins or buckets (5 gal and/or larger) for weighing sorted materials.
3. Sorting table.
4. A scale that is accurate to one-tenth of a pound. Depending upon the waste stream, a larger capacity scale may be useful.
5. Tongs.
6. Permanent markers.
7. Clipboard and data sheets.
8. Large magnets.
9. Calculator.
10. Trash bags.
11. Step ladder.
12. A long stick, approximately 6' in length.





13. Rake with a long handle.
14. Rake with a short handle.
15. Shovel with a long handle.
16. Broom
17. Camera & film
18. Duct tape
19. Plastic sheeting (minimum of 10 mm thick)

General sorting protocol

1. If physical sampling is to be performed at the business site of a generator, try to minimize interference with normal operations.
2. Place traffic cones or high visibility warning tape around the active sorting area.
3. Make noise when approaching the actual waste site to allow any insects/pest animals to flee. Look for snakes, bees, wasps, and poisonous spiders around and inside a dumpster/bin by probing with a long stick.
4. Always wear the following before beginning the sorting procedure: both pairs of gloves (outer rubber and inner latex), chemical goggles or safety glasses with splash shields, a dust mask, and disposable Tyvek overalls.
5. There will be absolutely no eating, smoking or drinking during sorting activities in the sorting area. Plenty of fluids (e.g., water, sports drinks, etc.) must be available away from the sorting area. Hands and faces should be washed before eating or drinking. Frequent rest, drink and food breaks should be given during hot days.
6. Do not attempt to identify unknown chemical substances present in the waste stream: vials of chemicals, unlabeled pesticide/herbicide containers, and substances (e.g., chemicals, or needles) in unlabeled plastic/glass bottles/jugs.

Physical, nonhazardous solid waste characterization

1. The "line of sight buddy system" must always be maintained at the sorting site. The "line of sight buddy system" is as follows: sorters are grouped into pairs and each member is to periodically assess the physical condition of his/her "buddy".
2. Set up the sorting table. It is recommended that the labeled buckets be placed around the table so that the buckets that will receive the most material are nearest to the table. To reduce reaching distances, all buckets within a broad material category (i.e. paper) should be positioned close together.
3. Place plastic sheeting or tarp over the surface where the solid waste is to be sorted. Tape the edges of the cover down with duct tape or weight it down. The cover will protect the surface from stains.



4. When removing only part of the contents of a dumpster/bin, use a shovel (and a ladder, if needed) to remove the sample all the way to the bottom to insure that smaller, more dense elements are included. Remove sub samples of approximately 50 pounds from a preselected dumpster/bin onto the table until an appropriate sample weight has been sorted. If there is not enough material in a dumpster/bin, sort the entire contents. It is recommended that sampling occur when the dumpsters/bins are at their fullest, right before pick up.
5. Tear open garbage bags (not red bags) with rakes or other equipment and visually inspect for potential hazards. If hazardous or bio-hazardous wastes are detected, the sort will be halted and the Site Safety Officer must be notified.
6. Begin the sort by removing and characterizing the largest, bulkiest elements. Sort the remaining items into the categories and material types shown on the sample sheet. If a bucket becomes full, the full bucket is weighed; the data recorded on the data sheet, and the bucket is emptied and reused. Weigh and record the total mass (contents + bucket) on the data sheet. Record the type of bucket used so that later, the mass of the buckets can be subtracted from the total weight.
7. When sorting glass, remove and sort the larger pieces that are on top first. Never use your hands to dig down through the waste. Use a rake or small shovel to pull/push the material to the side and continue sorting.
8. When a sorter has a question regarding the material category or type into which an element should be placed, the Crew Leader will be consulted. For composites or multi material items, the predominate material type (as measured by weight) determines which material type it belongs.
9. Return all sorted materials to their dumpster/bin.
10. At the end of each shift, remove all disposable clothing into a plastic trash bag, and place the bag into a solid waste receptacle. Reusable equipment cleaned and sanitized after use. All sorters must shower at the end of each shift.

Visual, nonhazardous solid waste characterization

1. For the following wastes; a visual (not a physical sort) is appropriate: wastes that contain large quantities of bulky or heavy items (e.g., concrete demolition material), consist of materials too small to be sorted (e.g., ash), consist of materials that may be too dangerous to sort (e.g., chemical or biohazards), or are of primarily one type of material.
2. Photographs can be taken to document waste types or, used when other constraints (such as odor or business hours) sharply limit field-sampling time. A 35mm camera using either fine-grained, professional color print film (e.g., Royal Gold); professional grade Kodachrome slide film or, an equivalent film type will be sufficient. Prints should be a minimum of 8" by 10". Photographs or slides should be taken from as close to a vertical position as possible above the spread-out sample. Mark out a rectangle on the image in which the waste types are to be identified. Some have found that subdividing the rectangle helps with keeping track of the sample areas and in identifying components.





3. For "in-bin" visual characterizations, solid waste in dumpsters/bins can be visually inspected by personnel standing outside the dumpster/bin on a stepladder. Do not remove bags/material from the dumpster or bin. Use a rake or other equipment to break open bags and expose materials for visual characterization.
4. A recommended minimum of 2 persons shall conduct each sort, one person to characterize the solid waste, the other to record data. Independent observations and estimates of the volumes of the various waste materials should be attempted.
5. The average of the volume estimates should be used along with a density conversion table to convert the volume data to weight percentage. The sum of the average volumes should total 100% necessitating some adjustment in the 100% volume may be necessary. For materials with no published density conversion data, a sample can be weighed and volume measured to develop a conversion factor. Refer to section 3.04 above for physical sort guidelines.
6. Unidentifiable materials can be put into the "miscellaneous/unsorted" category. The rules for composites and multimaterial waste characterization should be followed. For composites or multimaterial items, the predominate material type as measured by weight determines which material type it gets classified as. When a sorter has a question regarding the material category or type into which an item should be placed, the Crew Leader should be consulted.
7. For visual characterizations that are removed from the bin, ensure that smaller, denser items are included in the sort by sampling all the way to the bottom of the dumpster/bin. Do not sort only the top layers and consider the sampling procedure completed.
8. A load that is to be visually characterized should be spread into a thin layer (approx. 6-8 inches) so that nothing is covered by other objects. Periodically rake through the layer to determine if there are hidden waste types. If the lower layers are significantly different, remix them.

Waste Streams to be characterized

The residential waste stream includes single stream, green and MSW bins. The commercial sector includes bins of varying sizes and drop boxes. Additionally, the multifamily sector includes various types of carts and containers.

All materials from the residential sector will be processed at the Stanton CRT MRF and Western Ave MRF. As such these will be the locations for the audits to take place. Sampling will take place on a random basis. For instance using a random number generator, selected trucks coming into the yard will dump their loads in a designated area. Using either a scoop loader or manually with a shovel, a portion of the material will be selected and set aside for detailed sampling. Material in the table shown below will then be segregated from the rest of the pile and weighed.





Old Corrugated Cardboard (OCC)	Aluminum Cans
Newspaper	Steel Cans
Mixed Paper	PETE Containers
White Ledger	Colored HDPE Containers
Clear Glass	Natural HDPE Containers
Green Glass	#3-#7 Plastic Containers
Brown Glass	Mixed Glass

Material from the commercial sector that is collected using packer trucks will be sorted in the same manner.

Materials that are collected via drop box will be somewhat unique. Again, using a random number generator, material from various drop boxes will be sampled. Using a scooper, a portion of the materials from the drop box will be extracted to be further sampled. Materials that will most likely be the focus of the drop box sort will include the following:

Lumber, Treated wood, pruning's/trimmings, cardboard, leaves and grass, food, ferrous and rocks.

When sorting from any of the sources, materials should be classified by their potential to be recycled. Therefore, it is important to distinguish contaminated materials from those that are truly recyclable.

All data finding should then be extrapolated to the total tonnage amount in each of the source material type (residential single stream, green, et al) to determine a viable estimate of what is to be expected for the entire waste stream within the City.

Use of Study Results

Once results of each of the quarterly studies are complete it is important to use this information appropriately. This would include an indicator of what the most prominent materials in the waste stream continue to require greater focus and what sectors and routes the materials are coming from. Once obtaining the data, the two recycling coordinators can then develop an action plan based upon the received information. Additionally, it will be useful to use the quarterly data for ongoing performance comparisons.





**ATTACHMENT 0
MATERIAL RECOVERY PROCESSING FACILITY – CLEAN MRF**

The following facility is owned and operated by CR&R Incorporated:

Name & Location of Facility

CR&R Intermediate Processing Center (Western Ave MRF)

11291 Western Avenue

Stanton, CA 90680

Material to Be Processed:

All source separated recyclables

Waste Stream Origination:

Residential Blue Cart

Commercial Commingled and Single Stream Recycling Bins and Carts

Source Separated Recyclables from Roll-offs and Roll-off Compactors

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

Unlimited volume by regulation

The Facility currently operates with 1.5 shifts per day and has been as high as three shifts per day with prior sort lines. The facility has been expanded to three lines and added sorters capable of 40 to 60 tons per hour and totaling three shifts per day if needed.

Permits: Per Section 6.02, copies of all permits will be submitted to the City within 10 days after the Effective Date of the Franchise Agreement.

Contact Information:

Bob Williams, Recycling Manager

714.890.6300, ext. 2267





**ATTACHMENT P
MATERIAL RECOVERY PROCESSING FACILITY – DIRTY MRF**

The following facility is owned and operated by CR&R Incorporated:

Name & Location of Facility

CR Transfer – Stanton Material Recovery Facility

11232 Knott Avenue

Stanton, CA 90680

Material to Be Processed

All Mixed Solid Waste including Commercial Bin “A” route, selected “B” Route (if needed), roll-off temporary and permanent waste streams, residential trash routes (if needed).

C&D Waste Streams as an alternate to the South County MRF.

The South County MRF is also permitted to process multifamily MSW and will be available for the City of Lake Forest if needed.

Waste Stream Origination:
Residential, Commercial, Industrial

List of Existing Users (partial, but majority):

Municipalities of: San Clemente, San Juan Capistrano, Dana Point, Laguna Hills, Laguna Niguel, Rancho Santa Margarita, Aliso Viejo, Newport Beach, Costa Mesa, Orange, Tustin, Orange County, Stanton, Rossmoor, Bellflower, Norwalk, Santa Fe Springs, Los Angeles County, Long Beach.

Available, uncommitted processing capacity in Tons Per Day and Facility’s total permitted capacity in tons per day:

Permitted at 1,800 tons per day (650,000 tons per year)

Uncommitted and non-contracted up to 400 tons per day (capacity is reserved for our franchise customers)

Permits: Per Section 6.02, copies of all permits will be submitted to the City within 10 days after the Effective Date of the Franchise Agreement.





ATTACHMENT Q
MATERIAL RECOVERY PROCESSING FACILITY – COMPOST PROCESSING FACILITY

Name & Location of Facility

Tierra Verde Industries

Irvine, CA

Pricing is set at \$31.00 per ton and is changed by the CPI each July 1, annually.

The following facility is owned and operated by CR&R Incorporated:

Alternate Facility is the CR&R South County Organics Composting plant.

This facility is permitted for 12,500 cubic yards of compost at any one time and is currently inspected and permitted with the county of Orange.

Permits: Per Section 6.02, copies of all permits will be submitted to the City within 10 days after the Effective Date of the Franchise Agreement.





September 27, 2013

C.R.&R., Inc.
11292 Western Ave.
Stanton, CA 90680

RE: Yardwaste/Greenwaste Processing Commitment for Lake Forest

To whom it may concern:

Tierra Verde Industries hereby acknowledges that it will provide processing capacity for the above listed materials delivered by C.R.&R. to our Irvine processing site, generated from within the City of Lake Forest, California.

Greenwaste processing capacity is reserved for the term of the Franchise Agreement between C.R.&R. and the City of Lake Forest, anticipated to commence on or near May 1, 2014.

Accepted: All City Tonnage

Times: 6:00am-6:00pm

Expected Residue Based Upon Historical Facts: <2% by weight of greenwaste received

Processing Specifications: All materials received will be prescreened to remove contaminants. All eligible materials are then ground in one of our Morbark 1300 Tub Grinders on-site to proper sizing. Ground greenwaste is then staged until the appropriate end market is determined. Final greenwaste product is then shipped to appropriate end markets.

Location of End Markets: ADC – County of Orange Landfills; or
Onsite Windrow Composting or Mulch Operations; or
Agricultural Product – For land application use at various
farms in Southern California

We look forward to continuing our relationship with the successful provider of service for the City of Lake Forest.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kris Kazarian', is written over a horizontal line.

Kris Kazarian
Vice President

TIERRA VERDE INDUSTRIES

Mailing Address: P.O. Box 279 • Irvine, CA 92650-0279
(949) 551-0363 • (949) 551-1532 Fax



**ATTACHMENT R
MATERIAL RECOVERY PROCESSING FACILITY – FOOD SCRAP PROCESSING FACILITY**

The following facility is not owned or operated by CR&R Incorporated:

Name & Location of Facility

American Organics
Victor Valley Regional Composting Facility
20055 Shay Rd.
Victorville, CA 92394

Manager:

Pete Townsend, General Manager

Please refer to the attached letter explaining the composting process. Capacity is reserved for Lake Forest per the attached letter from the owner/operator. Pricing is currently \$38.50 per ton and is changed by the CPI each July 1, annually. CR&R has been assured and will negotiate a three year commitment once the City of Lake Forest contract is executed, thereby paying the upfront contract fee only when necessary.

Beginning in late 2014; CR&R has two additional options for food scrap processing:

1. TVI in Irvine is currently permitted and anticipates expanding their composting facility to include up to 100 tons per day of food scraps for added composting activity.
2. CR&R Anaerobic Digestion (AD) Facility located in Perris California will be in operation at 55% capacity and will be available for depositing food scraps generated from the City of Lake Forest.

Permits: Per Section 6.02, copies of all permits will be submitted to the City within 10 days after the Effective Date of the Franchise Agreement.





**ATTACHMENT 5
MATERIAL RECOVERY PROCESSING FACILITY**

Construction and Demolition Processing Facility

The following facility is owned and operated by CR&R Incorporated:

Name & Location of Facility

South County C&D Material Recovery Facility
31643 Ortega Highway
San Juan Capistrano, CA 92675
SWIS# 30-AB-0395

Material to Be Processed:

All construction and demolition debris generated from Clean-up Bins and Roll-off Boxes.

Waste Stream Origination:

Residential and Commercial Mixed Waste Bins and Roll Off Boxes

Source Separated recyclable construction materials from Roll-offs and Roll-off Compactors

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

Permitted for 980 tons per day (357,000 tons annual), this facility has 500 tons per day of unused capacity.

Because C&D hauling in the City of Lake Forest is not within the scope of this exclusive Franchise, it is not possible to give the City an estimate on tons to be collected annually. As noted above, there is more than sufficient capacity for large scale development debris processing from the City of Lake Forest.

The Facility currently operates with one shift per day and has no restriction on hours of operation. The facility has been expanded since inception to include a thirty (30) acre composting adjacent yard for grinding and green waste composting up to a 12,500 cubic yard capacity at any time.

Alternate Processing Facility is CR Transfer in Stanton as described in Form 5 herein.

Permits: Per Section 6.02, copies of all permits will be submitted to the City within 10 days after the Effective Date of the Franchise Agreement.

Contact Information:

Joe Zavala, General Manager

714.890.6300, ext. 1601



ATTACHMENT U

Planned Residential and Commercial Developments

Name of Development and Address	Number of Single Family Units	Number of Multi-Family Units with Cart Service	Number of Multi-Family Units with Bin Service	List Any Commercial Components (Markets, restaurants, etc.)	Estimated Date of Occupancy (Or range of dates)
Shea (Bake/Commercentre)	193		617		2014-2015
Portola (Portola and Glenn Ranch)	150				2014-2015
Pacific Heritage	20				2014-2015
Portola	250				2015-2016
IRWD	75				2015-2016
Pacific Heritage	45				2015-2016
Shea	296				2015-2016
Portola	100		150		2016-2017
IRWD	125				2016-2017
Pacific Heritage	20				2016-2017
Shea	453		150		2016-2017
Portola	113		167		2017-2018
IRWD	125				2017-2018
Shea	433				2017-2018
IRWD	125				2018-2019
Shea	288				2018-2019
IRWD	158				2019-2020
Shea	43				2019-2020

ATTACHMENT V

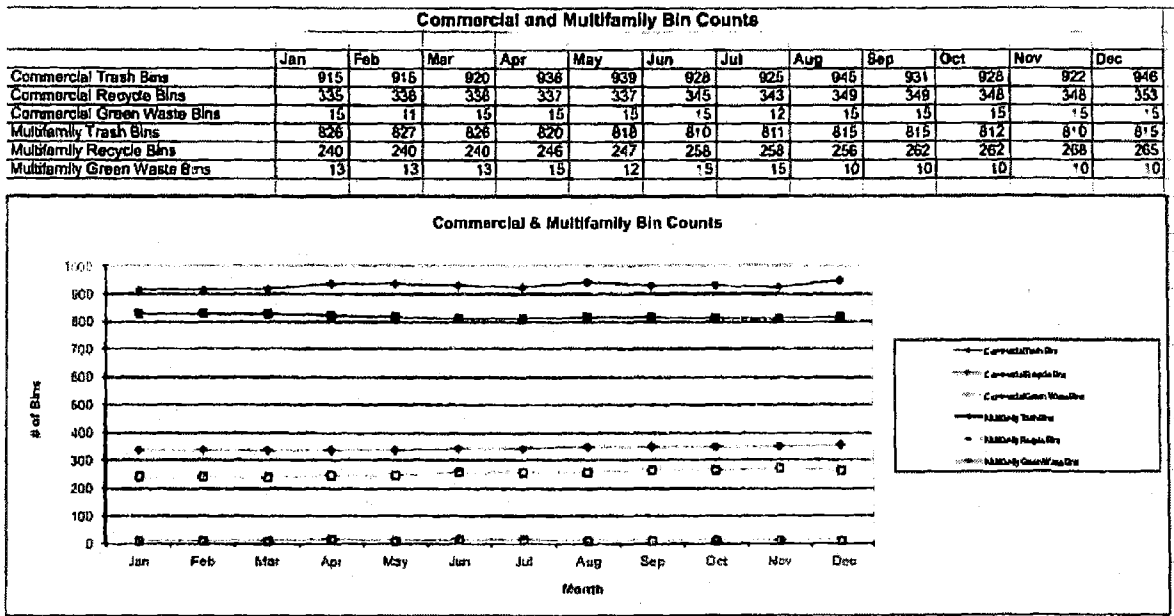
Detailed Monthly Reporting Format

2012 Diversion Program Report
Waste Streams Processed by Hauler

Reporting Period for Tonnage Summary 12/1/2012 - 12/31/12
 Report Created on 1/23/13

SRRE Program Types	2011 Actual			2012			YTD Diversion % by Sector
	(1) % of Total Tons Processed	(2) Total Diverted Tons	(3) 12 Month Avg.	(4) YTD Diverted Tons	(5) Current Month Diverted Tons	(6) YTD Month Avg.	
1) 2000-RC-CRB (Real Curbside Commingled)							RESIDENTIAL MULTI-FAMILY COMMERCIAL C&D SPECIAL EVENTS
2) 2030-RC-OSP (Comm/Multi Fam on-site pickup)							
3) 2070-RC-SNL (Bulky Item Collection)							
4) 2080-RC-SPE (Special Events Collection)**							
5) 3000-CM-RCG (Real Curbside Greenwaste)							
6) 3040-CM-FWC (Food Waste Program)							
7) 3070-CM-OTH (Horse Manure Program)							
7a. Horse Manure Rolloffs**							
8) 4030-SP-WHG (White Goods)							
9) 4060-SP-CAR (C&D)							
10) 7000-FR-MRF (MRF "A" Site)							
10a) 7000-FR-MRF (MRF Multi Fam)							
11) 8000-TR-WTE (Transformation)							
12) 9045-HH-EWA (Electronic Waste)							
**Already included in a Program(s) and not added to the Program totals							*See TON GOAL SUMMARY KEY for explanation of waste streams in each Sector.
Totals							
2012 Year to Date Tons Landfilled							
2012 Year to Date Tons Processed							

Attachment 1: Example of Monthly Bin Count Report





**ATTACHMENT W
DESCRIPTION OF DIVERSION PROGRAMS
FURTHER EXPLANATIONS NOT IDENTIFIED ON THE FOREGOING CHART**

DIVERSION PROGRAMS LISTED BY WASTE STREAM								
PARIS CODE	WASTE STREAM	PROGRAM	ROUTING	MAT'L HANDLING	CONTAINERS	PROCESSING	Anticipated Tonnage start	DIVERSION
RESIDENTIAL								
Single-Family								
2000-RC-CRB	Blue Commingled SS Cart(s)	Curbside	Landfill	Direct haul	Carts	No	17,254	0%
3000-CM-RCG	Green Waste Cart(s)	Curbside	Clean MRF	Sort Line	Carts	Yes	5,205	90%
3070-CM-0TH	Food Scraps with yardwaste	Curbside	Compost/ADC	Grinder	Carts	Yes	7,533	100%
2080-RC-SPE	Bulky Items Diversion	Curbside	Compost/ADC	Grinder	Carts	Yes	3,400	100%
2080-RC-SPE	Universal Waste Diversion	Curbside	CRT	Floor Sort	No	Yes	1,000	90%
2080-RC-SPE	Universal Waste Diversion	Curbside	Lampson	Shelf Sort	No	Yes	100	90%
2080-RC-SPE	E-Waste Diversion	Curbside	Lampson	Floor sort	No	Yes	200	100%
2070-RC-SNL	Holiday Tree Diversion	Curbside	S C MRF	Grinder	No	Yes	100	100%
9010-HH-PMC	HHW Collections	Event Location	on site	Floor Sort	No	Yes	50	100%
2020-RC-BYB	Buy Back Center	Yard	on site	Floor Sort	No	Yes	900	100%
2010-RC-DRP	Drop Off	Curbside	CRT	Floor Sort	No	Yes	300	80%
Multi-family Residential							15,000	
2030-RC-OSP	Single Material	Processed	Clean MRF	Sort Line	Bins & Carts		2,500	98%
2030-RC-OSP	Single Stream	Processed	Clean MRF	Sort Line	Bins & Carts		2,500	98%
7000-FR-MRF	A Routing (when established)	MSW mixed	CRT	Sort Line	Bins & Carts	Yes	10,000	50%
COMMERCIAL								
Commercial & Business Bins								
Commercial & Business Bins							15,607	
2030-FR-MRF	A Routing (when established)	MSW mixed	CRT	Sort Line	Bins & Carts	Yes	10,000	50%
2030-RC-OSP	Source Separated Single Mat'l	Processed	Clean MRF	Sort Line	Bins & Carts	Yes	2,500	90%
2030-RC-OSP	Source Separated Single Stream	Processed	Clean MRF	Sort Line	Bins & Carts		2,500	50%
3020-CM-COG	Yardwaste	Single Stream	TVI	Sort Line	Bins & Carts		1,000	100%
3040-CM-FWC	Food Scraps	Single Stream	TVI/American	Sort Line	Bins & Carts		800	100%
Compactors							1,128	
7000-FR-MRF	A Route (Dry)	Processed	CRT	Sort Line	Compactor	Yes	900	60%
7000-FR-MRF	B Route (Wet if needed)	Processed	CRT	Floor Sort	Compactor	Yes	228	30%
Roll-Off Boxes							1,000	
4070-SP-DSD	Disaster Debris	Processed	S C MRF/CRT	Floor Sort	Bins	Yes	0	80%
4060-SP-CAR	Source Separated Inerts	Processed	S C MRF/CRT	Floor Sort	Bins	Yes	410	100%
4050-SP-WDW	Source Separated Wood Waste	Processed	S C MRF/CRT	Floor Sort	Bins	Yes	200	100%
4030-SP-WHG	Source Separated White Goods	Processed	S C MRF/CRT	Floor Sort	Bins	Yes	100	100%
4040-SP-SCM	Source Separated Scrap Metal	Processed	S C MRF/CRT	Floor Sort	Bins	Yes	100	100%
4020-SP-TRS	Source Separated Tires	Direct Haul	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	40	90%
Permanent Service							150	60%
TEMPORARY SERVICES								
Roll-Off Boxes							4,000	
7000-FR-MRF	CUB's 3-6 yard Bins	MSW mixed	S C MRF/CRT	Sort Line	Bins	Yes	800	60%
7000-FR-MRF	C&D Mixed R/O	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	1,200	75%
4100-SP-OTH	Source-Separated C&D mixed	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	500	90%
4060-SP-CAR	Source Separated Low Boy	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	500	100%
4060-SPWDW	Source Separated Hi-Sides	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	500	90%
SCM,WTG,TRS	Source Separated	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	500	100%
Special Events Diversion								
Public Education Programs								
City Facility Diversions								
Detail of Education Programs								





The forgoing Table of Diversion programs illustrates all of the items requested in the Request for Proposals, except with the following further explanations for each diversion program. These are as follows:

2020-RC-Buy Back Center
2010-RC-Drop Off Center

CR&R suggests that due to complications within the City for locating such facilities, that these requirements be handled by use of the existing South County Prima Material Recovery Facility located off of La Pata Road. This Self-Haul MRF is ideal for residents to bring waste and recyclables for buy back. Ease of traffic and lack of congestion in comparison to use of a facility near the I-5 corridor will be a major draw for this facility.

5000-ED-ELC Electronic Outreach

As described in our Implementation Plan, CR&R will immediately add the City of Lake Forest to its website identifying all programs by waste stream. In addition, CR&R will emphasize the recycling Bin cost as 50% of the trash cost as well as the increased number of recyclables now available to be recycled with the provided recycling containers.

All quarterly newsletters will be electronically input into the CR&R and City websites.

CR&R will work with the City to do Recycling "blasts" to all registered accounts in the City. Customers with water meter, trash, and other public services will be able to receive these "blasts" reminding residents and businesses of the need to recycle. We will also point out the economic advantage to recycle.

5010-ED-PRN Print Outreach

- o Quarterly Residential Billing
- o Monthly commercial billing
- o Quarterly newsletter
- o Billing Inserts
- o Discount coupons for recycling bins and Temporary Services
- o Seasonal notification of Tree recycling
- o Initial letter from CR&R and City
- o Initial two-part postcard for Cart sizing
- o "How to" Brochure
- o Contamination Notices
- o Residential Audit Cart Tags identifying items recyclable
- o Added Brochure each time a cart is delivered, replaced, or maintained
- o Recycling Coordinators Sales Tool Brochures per Section 5.5

5020-ED-OUT Recycling Coordinators





Upon Award of the Solid Waste Franchise Agreement, CR&R will direct Chrystal Denning to hire two full time in-field recycling coordinators to do the necessary field work for compliance of Program implementation.

Ms. Denning will serve as in-house Recycling Coordinator to not only direct the in-field personnel, but to monitor, report and guarantee diversion as well and full compliance to the contractual requirements. With Chrystal's understanding of the City of Lake Forest, she will direct the coordinators to best use of their time and attaining the customer commitments to be in compliance with the Contractual requirements of each Phase of Recycling deployment.

5030-ED-SCH School Outreach

Even though CR&R is not the current service provider for the school district in Lake Forest, we believe in the importance of disseminating recycling information through school education efforts. We often find that children excited and engaged in the concept of recycling bring this message home to share with family and further expand recycling participation. Our school outreach focuses on environmental presentations to educate children about the benefits of recycling and reusing materials. These highly informative presentations communicate to children how much fun it can be to care for the environment in a fun and entertaining way. Information about our recycling presentations is distributed to the school district office at the beginning of the school year.

Outreach options:

- In-house using recycling coordinators
- Discovery Science Center (DSC) using DOC grant funding (City has allocated a budget for this and CR&R could help administer the program).
- Layered approach with combination DSC and in-house RC presentations. DSC targets specific grade level and in-house presentations can carry the message to other levels for multi-grade level approach.

5040-ED-Oth

CR&R has read and reviewed the Community Satisfaction Study Report on Surveys of Residents & Businesses dated December 18, 2012. The City received a very favorable overall satisfaction with City services. CR&R is especially interested in the garbage services surveys. CR&R's goal is to exceed the results in all the satisfaction services surveys.



Only 21% of business respondents were aware of the State new recycling laws. CR&R will work closely with the Chamber of Commerce to help educate and promote recycling programs with the businesses through seminars and educational materials.

In addition, we will work to inspire large businesses such as Oakley Inc., and Alcon to participate in a diversion program as well as any small businesses not currently recycling.





88% of business respondents indicated that direct mail is the best communication. CR&R will provide commercial and multifamily outreach through educational service guides using the direct mail process. This form of communication has a better receiver rate as billing inserts are perceived as "junk mail" and often times discarded. Service guides are designed as a self mailer eliminating the use of an envelope.

The most common source of information in the community is the city's newsletter The Leaflet. CR&R will work with the City staff to include educational material to all residents and businesses on a regular basis.

There are over 70 Homeowners and Business Associations in Lake Forest. CR&R will contact each to assist in increasing their knowledge and understanding of the benefits of increased recycling. 82% of business respondents in the Community Satisfaction Survey indicated assistance with adapting trash enclosures to allow recycling. CR&R will custom design programs to address the needs of each business.

The City recently added a City newsletter for businesses called the "In Business". CR&R will work with the city staff to include educational information in this publication.





ATTACHMENT X

Diversion By Waste Stream					
PARIS CODE	WASTE STREAM	REPORTED TONS	ANTICIPATED TONS (START)	PROJECTED DIVERSION	AFTER 8 MOS, PROJECTED TONS
RESIDENTIAL					
	Single-Family - Total	30,876			30,876
	MSW Disposal - landfill	17,254	17,254	N/A	12,722
	SERRF - existing program	884	884		0
2000-RC-CRB	Blue Commingled SS Cart(s)	5,205	5,205	90%	7,400
3000-CM-RCG	Green Waste Cart(s)	7,533	7,533	100%	8,374
2080-RC-SPE	Bulky Items Diversion		1,000	90%	900
2080-RC-SPE	Universal Waste Diversion		100	90%	90
2080-RC-SPE	E-Waste Diversion		200	100%	200
2070-RC-SNL	Holiday Tree Diversion		100	100%	100
9010-HH-PMC	HHW Collections		50	100%	50
2020-RC-BYB	Buy Back Center		800	100%	800
2010-RC-DRP	Drop Off		300	80%	240
	Food Scraps with Yardwaste				
3070-CM-OTH	(future program not included in totals)	3,400	3,400	100%	3,400
	Multi-family Residential - Total	15,000			15,000
	MSW Disposal	15,000	15,000	N/A	6,300
2030-RC-OSP	Source Separated Single Material		2,500	98%	2,450
2030-RC-OSP	Source Separated Single Stream		2,500	50%	1,250
7000-FR-MRF	A Routing (when established)		10,000	50%	5,000
COMMERCIAL					
	Commercial & Business Bins - Total	17,110			17,110
	MSW Disposal	15,607	15,607	N/A	6,810
	SERRF - existing program	64	64		0
	Misc. Recycling programs	1,439	1,439		0
2030-FR-MRF	A Routing (when established)		10,000	50%	5,000
2030-RC-OSP	Source Separated Single Material		2,500	90%	2,250
2030-RC-OSP	Source Separated Single Stream		2,500	50%	1,250
3020-CM-COG	Yardwaste		1,000	100%	1,000
3040-CM-FWC	Food Scraps		800	100%	800
	Compactors - Total	1,128			1,128
	MSW Disposal	1,128	1,128	N/A	520
7000-FR-MRF	A Route (Dry Materials)		900	60%	540
7000-FR-MRF	B Route (Wet Material if needed)		228	30%	68
	Roll-Off Boxes - Total	1,000			1,000
	MSW Disposal	1,000	1,000	N/A	64
4070-SP-DSD	Disaster Debris		0	80%	
4060-SP-CAR	Source Separated Inerts		410	100%	410
4050-SP-WDW	Source Separated Wood Waste		200	100%	200
4030-SP-WHG	Source Separated White Goods		100	100%	100
4040-SP-SCM	Source Separated Scrap Metal		100	100%	100
4020-SP-TRS	Source Separated Tires		40	90%	36
	Permanent Service		150	60%	90
TEMPORARY SERVICES					
	Roll-Off Boxes - Total	4,000			4,000
	MSW Disposal	4,000	4,000	N/A	720
7000-FR-MRF	CUB's 3-6 yard Bins		800	60%	480
7000-FR-MRF	C&D Mixed R/O		1,200	75%	900
4100-SP-OTH	Source-Separated C&D mixed		500	90%	450
4060-SP-CAR	Source Separated Low Boy		500	100%	500
4060-SPWDW	Source Separated Hi-Sides		500	90%	450
SCM,WTG,TRS	Source Separated		500	100%	500
Included Above	Special Events Diversion				
Included Above	Public Education Programs				
Included Above	City Facility Diversions				



ATTACHMENT Y

CONTRACTOR'S PROPOSAL

ATTACHMENT Y

CONTRACTOR'S PROPOSAL

PROPOSAL TO THE CITY OF LAKE FOREST



**For the Collection, Transportation Processing
and Diversion of Recyclable Materials and Other
Materials and For the Collection, Transportation
and Disposal of Municipal Solid Waste**

Submitted by:



**11292 Western Avenue
Stanton, CA 90680
714.826.9049**

Printed on Recycled Paper





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environmental services

PROPOSAL FORM 1 - TRANSMITTAL LETTER

October 10, 2013

Irene Kha
Management Analyst
City of Lake Forest
25550 Commercentre Drive
Lake Forest, California 92630

Dear Ms. Kha:

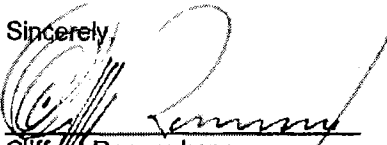
In response to the Request for Proposals For the Collection, Transportation, Processing and Diversion of Recyclable Materials and Other Materials and For the Collection, Transportation and Disposal of Municipal Solid Waste dated July 22, 2013, CR&R Environmental Services hereby proposes to provide said services in accordance with this Proposal, which includes the Proposal Forms and accompanying materials submitted with this Proposal, and the materials submitted in response to the City's RFP.

The Proposer has thoroughly read and is familiar with the RFP, including all Appendices and any addenda thereto. The Proposer has conducted its own investigation and any research it deemed necessary to obtain additional data and/or verify the information contained in the RFP in order to submit this proposal. The Proposer understands that the City of Lake Forest may reject any and all Proposals, negotiate prices and terms with one or more proposers, and may take other action as described in the RFP.

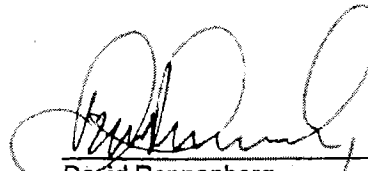
The Proposer assures the City of Lake Forest that the information contained in this Proposal, including the Proposal Forms, accompanying materials submitted with it, and all of the information contained in response to the City's RFP is correct in all material respects. In addition, the Proposer has studied the City's Strategic Plan and reviewed the important issues relative to traffic and public Safety that are significant to the citizens. CR&R having two operations and processing centers in Orange County will reduce traffic impacts, especially along the Interstate 5 corridor. Also, recent customer surveys illustrate satisfaction with solid waste collection. Surveys conducted in Cities served by CR&R all illustrate similar results.

The persons signing this Proposal on behalf of the Proposer (a California Corporation) are corporate officers and authorized to do so according to Section 1.2.3 of the RFP. Acknowledged with these signatures is the authorization of Dean Ruffridge to act on the Corporation's behalf for all aspects of the Proposal.

Sincerely,



Clifford Ronnenberg
CEO



David Ronnenberg
President

11292 Western Ave.
P.O. Box 125
Stanton, CA 90680-2912

t: 800.826.9677
t: 714.826.9049
f: 714.890.6347

crrwasteservices.com

Addendum No. 1
Page 2


Ware Disposal Co., Inc.
Waste Management

The City Council approved the attached Proposal Process Integrity Rules on August 6, 2013. All companies that attended the Mandatory Pre-Submittal Meeting on August 7, 2013 have signed the acknowledgement and agreement form for the Proposal Process Integrity Rules. The attached Proposal Process Integrity Rules are in effect with regard to this RFP process.

Proposals are still due on September 26, 2013 by 3:00 pm as described in Section 1.3.2 In the RFP.

This addendum consists of 2 pages plus five attachments.

Regards,


Tom Wheeler P.E.
Director of Public Works

Receipt of Addendum 1 is hereby acknowledged.

Signed:  _____

Proposers Name: CR+R Incorporated

Date: 09.23.2013



September 25, 2013

TO: PROSPECTIVE PROPOSERS

SUBJECT: **ADDENDUM NO. 2 – Request For Proposals For the Collection, Transportation Processing and Diversion of Recyclable Materials and Other Materials and For the Collection, Transportation and Disposal of Municipal Solid Waste**

Mayor
Scott Voigts

Mayor Pro Tem
Kathryn McCullough

Council Members
Peter Herzog
Adam Nick
Dwight Robinson

City Manager
Robert C. Dunek

The following changes are hereby made to the RFP. Proposal deadline has been extended to October 10, 2013. Section 1.3.2 Submission Deadline and Address is amended to read:

1.3.2 Submission Deadline and Address

Sealed proposals shall be received by the City, in the office of the City Clerk, no later than 3:00 p.m., Local Time, on **October 10, 2013** addressed as follows:

ATTN: City Clerk
City of Lake Forest
25550 Commercentre Drive
Lake Forest, California 92630

Proposals received after the deadline may be returned unopened and will not be considered. Postmarks will not be accepted as proof of receipt.

Each proposer shall include a signed copy of this Addendum with their proposal. Failure to do so may cause the proposal to be disqualified.

Regards,

Thomas E. Wheeler, P.E.
Director of Public Works/City Engineer

Receipt of Addendum 2 is hereby acknowledged.

Signed: Scott Voigts

Proposers Name: CR+R Incorporated

Date: 10-1-13



Procedural Note:

A downloadable Word copy of the revised Franchise Agreement, Attachment B and Attachment L will be made available on the City website concurrent with the issuance of this Addendum #3.


This addendum consists of 3 pages plus 6 attachments.

Regards,



Tom Wheeler, P.E.
Director of Public Works

Receipt of Addendum 3 is hereby acknowledged.

Signed: 

Proposers Name: C.R. + R Incorporated

Date: 10.07.2013



PROPOSAL FORM 2 PROPOSER INFORMATION

The following person(s) should be contacted concerning questions about the submitted proposal:

Company Name: CR&R Environmental Services
Contact Person: Dean A. Ruffridge
Address: 11292 Western Avenue, Stanton CA 90680
Telephone: 714.826.9049 extension 2217
Fax: 714.890.6347
E-Mail: DeanR@crrmail.com
Cell Phone: 949.412.8244

Type of entity: California Corporation.

CR&R is a privately owned company, Clifford Ronnenberg, as trustee of the Ronnenberg Family Trust, owns 100% of the stock of the company.

Date of incorporation or formation:

CR&R was registered as a California corporation in October 1963.

Historical synopsis (including organization and ownership structure):

Since founding CR&R Incorporated (CR&R) in 1963 with two trucks in Stanton, Clifford Ronnenberg has built a pioneering company in solid waste collection. Today, with over 1,500 employees and more than 1,000 trucks and trailers, CR&R and its wholly owned subsidiaries provide solid waste collection, material recovery services, material management, diversion programs, and disposal services to more than 2.5 million people and over 25,000 commercial businesses in the California counties of Riverside, Imperial, San Bernardino, San Diego, Los Angeles, Orange, as well as Arizona and Colorado. Each year, we recover more than 500,000 tons of recyclable materials, conserving substantial landfill capacity for future generations.



Through innovation, strategic planning, industry insight, and selective acquisitions, CR&R has helped revolutionize local recycling and the focus on sustainability and green practices long before those concepts were popularized.





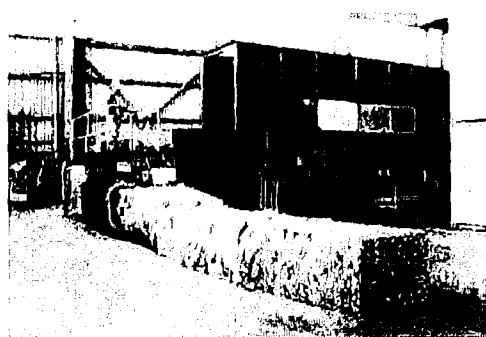
The core values we have founded our service on include:

- World-class customer service
- Fairly priced products and services
- Respect for the environment in all business activities
- Innovative waste diversion programs
- Leadership in innovation and technology
- Uncompromising commitment to safety
- Ethical and professional business practices
- Outstanding corporate citizenship in the cities we serve
- Alignment with business partners that share our core values and principles

CR&R has been offering solid waste and recycling services to the Southern California Region for 50 years. Our founder and owner, Mr. Clifford Ronnenberg, set out to establish a premier environmental services company in 1963 that above all provided World Class Customer Service. Over the years, his vision and leadership has led this company to be one of the premier organizations in our industry. CR&R has grown into a well respected brand with 49 separate municipal franchise agreements throughout California. We are very proud to say that we have never lost a City contract in our 50 year history.

Our team of professionals has well over two centuries of collective experience in our industry providing safe, efficient and environmentally sound services. Our employees are treated with respect and their professionalism and dedication to our customers is unmatched in the industry.

CR&R is a Diversion Based Company which is not focused on delivering trash to a landfill. Our goal is to provide our recycling facilities, not a landfill, with as much material as possible in order to minimize disposal costs and maximize diversion rates. Success is measured by controlling particular waste streams and providing processing capabilities for municipalities to attain state mandated diversion requirements. This is a unique and important difference from our competitors. Many of the cities we currently service today already enjoy the benefits of our extensive recycling and processing network.



CR&R has been operating solid waste processing, transfer, and disposal facilities since 1970 when it established its Recycling Division and began constructing one of the first large-scale recycling operations in the State of California at its corporate facility in Stanton. The Recycling Division provides commingled and single stream solid waste material processing and is currently processing and marketing all recyclable materials from more than 45 curbside





municipal programs throughout Southern California. With our ability to develop some of the most innovative and environmentally-responsible processes for handling solid waste, CR&R is able to segregate its commodities more efficiently and market them at higher prices than its competitors due to our high quality standards and long-standing relationships with foreign and domestic markets.

Over its 50 year history, CR&R has developed long-standing marketing arrangements with domestic and foreign paper mills as well as metal, glass, aluminum and plastic processors. All of these environmental recycling activities preceded regulatory mandates and distinguished the company as one of the leaders in recycling. The company's enterprise-wide recycling network offers integrated hauling, collection and processing services to over 100 cities throughout Arizona, California, and Colorado.

In 1985 the company began construction of its first Material Recovery Facility in the City of Stanton. CR&R has constructed and now owns and operates seven (7) state-of-the-art material recovery facilities (MRF'S) and solid waste transfer stations (Transfer Stations) with an aggregate permitted capacity of 8,250 tons per day. These MRF/Transfer Stations are located in the cities of Stanton (2), San Juan Capistrano, Perris, Orange County (Prima), El Centro and Quartzsite.

In 2011, CR&R acquired the South Yuma County Landfill a CERCLA and EPA approved solid waste disposal facility serving communities in Arizona and California; as well as Sonora and Baja California, Mexico.

CR&R has Local South and North Orange County Operating and Processing Facilities with capabilities and capacity available and guaranteed to the City of Lake Forest for the term of this Franchise Agreement. CR&R will utilize its operations center east of Antonio Blvd. off of the Ortega Highway, the adjacent South County Material Recovery Facility, and the Composting Green Waste Windrow Facility which are all positioned within fifteen minutes of the Lake Forest City limits. In addition, our operating center in the City of Stanton is positioned as a back-up operating center. CR&R is very proud to have made substantial improvements to our processing capabilities in the past 20 years, as well as to each plant's physical capability.



NATURAL GAS POWERED | CLEAN AIR VEHICLES





CR&R has made significant investments in the processing equipment at our South County MRF, the Prima Deshecha MRF, and the Western Ave. Clean MRF, and CR Transfer MRF to allow processing of all types of wastes from the various waste streams generated from the City of Lake Forest.

The Western Avenue "clean" commingled MRF has had improvements to increase capacity, increase diversion and reduce contamination of recyclable materials. Recently this facility added the recycling and diversion of such items as plastic and metal coat hangers, plastic toys, used and discarded clothing and shoes, and yard furniture. This facility was the first facility authorized to provide the Bag-to-Bag program with Helix Corporation in the United States.

Names of Company Officers:

Chief Executive Officer: Clifford Ronnenberg
Chief Financial Officer: Joyce Amato
Chief Operating Officer: David Ronnenberg

Number of years operating experience in collection operations: 50 years.





PROPOSAL FORM 3 IMPLEMENTATION PLAN

Over the past 50 years, CR&R has had extensive experience with the implementation of various refuse, recycling, and yard waste collection programs. CR&R has implemented fully automated collection systems for the Cities of Orange, Tustin, Stanton, Costa Mesa, San Jacinto, Hemet, Wrightwood, Perris, Temecula, Canyon Lake, Lake Elsinore, San Juan Capistrano, San Clemente, Laguna Niguel, Dana Point, Laguna Hills, El Centro, Calipatria, Holtville, and Aliso Viejo. In addition, CR&R has successfully implemented cart replacement programs from previous service providers with new automated CR&R carts at each household. Recent replacement program implementations include the following city examples:

Bellflower
Santa Fe Springs
Newport Coast
Heber
Orange
Tustin

The development of the residential three cart, fully-automated collection system for refuse, recyclables and yard waste was pioneered by CR&R in 1991. In October of that year CR&R implemented this revolutionary system for the residents of the City of Temecula as the first of its kind in the State of California. Since its inception, this three cart program with an enhanced bulky item diversion program has achieved approximately 50% diversion on the overall residential waste stream in a majority of the cities serviced by CR&R. This three cart system has now become the standard in most cities throughout California today. As the pioneer of this program, CR&R believes that this system can guarantee maximum diversion from the residential waste stream. By providing and highlighting new automated carts



in Lake Forest, CR&R will educate residential customers of the need to source separate recyclable materials, and maximize diversion. By implementing the new cart program together with education materials in the packet given to each resident, we illustrate the objectives of this program and bring attention to the separation process. CR&R's route auditing procedure as proven in the City of Tustin, will audit 10% of the households annually and tag carts identifying added recyclables in the trash cart for further education for the residents. In addition, we will point out added types of recyclables now available for diversion, including clothing and plastic bags. Extensive outreach will occur prior to and with the delivery of the containers to promote the importance of keeping recyclables segregated from non-recyclables. The introduction of a new service provider with new carts combined with the education will achieve a higher diversion on the residential waste stream.





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Implementation Schedule

CR&R has prepared a full implementation timeline referenced as our Plan of Action ("POA") schedule at the end of this Section. Plans for a May 1, 2014 start date will not be a problem with CR&R, with all plans and programs implemented prior to the start date.

Procurement of Vehicles, Carts and Bins

CR&R will purchase new, natural-gas-powered (alternative fueled) vehicles upon the signing of the Franchise Agreement with the City of Lake Forest. The residential route vehicles will be built and ready for use based upon the commitment received from both AutoCar and McNeilus manufacturers. CR&R has an excellent, long-standing relationship with the Toter brand manufacturer of the residential carts. Toter carts will be delivered in the City prior to the May 1st implementation date as Toter has committed to CR&R that all of the carts needed to provide service in the City will be in stock well within the time frame established in the POA schedule at the end of this Section. CR&R will negotiate a replacement plan with the current service provider to replace residential carts and commercial and multi-family bins located within the City of Lake Forest. This will be done as was accomplished with the same incumbent provider of service in the City of Orange. CR&R prepared schedules of replacement areas by day, and each company collected or delivered as was necessary. Customers will not have excess containers on site for anymore than a two hour period on the noticed change-out date. If needed, CR&R will both collect and deliver carts and containers should this process not be accomplished. The replacement of these bins will be performed over a two week time period prior to May 1, 2014. CR&R will order and take delivery of 2,000 commercial and multifamily metal and plastic front loader bins at our Garden Grove warehouse on Lampson Avenue. This warehouse will facilitate preparation, signage, and anything necessary for efficient delivery on the noticed change-out date.

Types of Commercial Bins:

CR&R will replace the existing commercial bins in the City with new steel and plastic 2, 3, 4, and 6 cubic yard front loading bins. In addition, CR&R will order and stock split bins in the sizes of 2, 3 and 4 cubic yard bins.

All roll-off containers in the sizes of 10, 20, 30, 40 cubic yards will be steel and provided by the same manufacturer listed below.

Steel Container Manufacturer:

Consolidated Fabricators 4600 South Santa Fe Vernon, CA 90058

(800) 339-8335 Contact: Mike Malideo, Owner





Procurement of Personnel

Prior to the hiring of any personnel for the purposes of providing services in the City of Lake Forest, CR&R would offer employment to qualified and properly licensed personnel employed by the present solid waste service provider.

All applicants seeking employment with CR&R would be scheduled for an interview conducted by our Human Resources Manager, Corporate Recruiter, and Operations Manager. Applicants successfully completing the interview process would be required to undergo a pre-placement physical examination, background investigation, and drug screening at the Company's designated facilities. These procedures would be scheduled on a Saturday to avoid any interruption of service or performance with the previous service provider.

Regardless of prior employment, all new employees attend an extensive and thorough company orientation. A training session with the Fleet Maintenance Manager is performed to acquaint the new employee with the specific handling of the equipment and how to properly perform the daily Pre-Trip Inspection and Vehicle Condition Report. New employees are hired on a three-month probationary period. During this probationary period, a route manager monitors the driver's skills necessary to perform the assigned job responsibilities and adherence to the company's stringent safety practices.

After successful completion of the probationary period, the employee is placed on their designated route. The route managers continually monitor the performance of all drivers. All of the CR&R operations and office personnel are continually trained in safety and professional conduct while performing their assigned duties.

Billing and Fee Collection Services

CR&R has extensive experience integrating customer information into its computer database and expects to be able to do so seamlessly for the City of Lake Forest. A state-of-the-art computer program has been specially designed to meet the specific needs of the company's customers and the cities it serves. With all customers, CR&R keeps an internal billing database of each customer in order to maintain the account for ancillary services and other information needed to provide World Class Customer service to each and every customer in the City.

CR&R is equipped with a premier computer program allowing ease of operation by Customer Service Representatives and operations personnel. The system provides access to a multitude of information as it relates to CR&R's service. This program allows Customer Service Representatives and operations personnel to respond quickly to requests for service, promptly resolve complaints and address any concerns in each city in a timely manner.





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The general information available in the tracking system includes, but is not limited to:

- Name, account number, service address, and billing location of each account.
- Service notes pertaining to specifics of the customer account, including the time and date of phone calls, items discussed during the phone conversations and the Customer Service Representative that responded to each call.
- Dates of bulky-item pick-ups, missed pickups, courtesy pickups, and types of violations.
- Container identification numbers linked to the service address where the container was assigned.
- Customer billing history, type of service, and scheduled collection days.

CR&R has the ability to create detailed reports using the above information with the ability to sort by date, route, container size, violation, type of service, street name, driver name, etc. This data is readily accessible and is made available upon request by CR&R's contracted cities. To protect this information from loss or corruption, at the end of each day the data is updated onto a back-up system and stored off-site.

Determination of Routes

CR&R will perform residential collection services on a five day work schedule for the City of Lake Forest. Multi-family residential bin scheduling will continue on a six-day per week basis. If a day change is necessary for a bin customer, we will visit with the affected customer to gain acceptance with the customer and then receive final approved from the City prior to implementation.

Each collection route will be determined through the use of a computerized grid system and listed sequentially. This system allows CR&R's field operations to provide maximum efficiency with a minimal amount of collection vehicles on surface streets. CR&R drivers are trained to respond to instances of significant traffic congestion and other emergency conditions and to inform our dispatch of such circumstances. Dispatchers will then accordingly modify any collection route in order to maintain uninterrupted service to our customers. Every effort will be made to either not change a residential route day or minimize route day changes based upon our optimum routing as well as taking into account the new start ups anticipated with current and future construction projects.



All of CR&R's collection routes are continually reviewed with any daily changes in routing performed by the designated Route Manager and approved by the Operations Manager.





Operating Procedures

CR&R maintains detailed written policies and procedures relating to operational and customer service standards. Because of its extensive experience in providing solid waste management services, CR&R has developed flexible systems and stringent controls to accommodate the unique needs of each city it services.

Safety Training

The Corporate Safety Director conducts monthly meetings with all drivers and maintenance personnel. Topics relating to safe operating procedures are taught in both English and Spanish. Personnel are encouraged to bring to the company's attention any unsafe working condition which may exist for the immediate attention of management. In addition, CR&R has installed computerized video cameras on our vehicles that send images in real-time for supervisor review of safe driving and collection habits of all drivers while on route. This procedure is a constant reminder to the collection drivers of the need to practice safe driving habits and allows the in-house supervisor to implement changes to improve each driver's daily habits.

Delivery of Containers

CR&R will take delivery of all containers at the Garden Grove distribution center. Delivery vehicles will distribute carts by neighborhood.

As CR&R has extensive experience in past conversions in cities of similar size, the delivery and removal process can be accomplished according to our implementation plan in a one week period prior to May 1, 2014.

Delivery of multi-family residential and commercial business bins and roll-off boxes will be accomplished over a two-week period using a combination of CR&R and manufacturer delivery vehicles. Depending on the cooperation of the current service provider, this process could take as little as five working days based on the number of bin accounts identified in the City. All compacter units within the City will be inspected and ownership determined. The incumbent may elect to continue any lease arrangements in place or CR&R will replace compacters as necessary and subject to customer satisfaction.

Meeting with City Staff

Within 120 days of the execution of the Franchise Agreement, CR&R will submit to the City a detailed plan of implementing the Public Outreach Programs detailed in this section. All materials will be presented in English and Spanish, complimented with pictures as this is often found to be a most worthwhile outreach tool. Also, items in Section 5 of Attachment B of the Franchise Agreement will be implemented including the following:

- Approximately 45 days prior to start up, CR&R will send an Initial Mailing. This will include a city specific educational brochure that is attached to the carts on delivery.
- The Instructional Brochure will be a part of this initial mailing, as well as part of the delivery of the carts.
- Carts will be hot-stamped illustrating what can and cannot be placed in each cart.





- CR&R will provide The Recycling Newsletter that has been widely approved by our franchised municipalities on a quarterly basis to the City of Lake Forest; as well as mailed to customers in their quarterly billings.
- Annually (July as requested), CR&R will distribute educational brochures updating customers on the programs offered as well as such items as holiday schedule reminders, new services provided, and the offering of additional no-charge recycling carts.
- Corrective Notice tags will be developed and approved by the City.
- The CR&R web-site will incorporate the City of Lake Forest information for quick access to all customers within the city.

CR&R will arrange a meeting with the designated City Staff and CR&R's City Liaison, Recycling Coordinators (2 full time employees in the field), Recycling Supervisor for Lake Forest (1 full/part time employee), Community Relations and Recycling Manager, and operations staff at

least seven to eight weeks before the implementation of all new residential or commercial integrated waste management programs. Together we will review the developed informational material, the anticipated delivery schedules, as well as any concerns that may be anticipated for the start-up.

CR&R has a successful history in providing smooth and seamless transition of service for the jurisdictions we presently service. Some of the selected methods we have used to accomplish this are listed below:

1. A letter from the Mayor or designated city representative introducing the new program to the residents and businesses.
2. A mailer explaining the program and discussing the different options available; such as cart and container sizes, etc.
3. A postcard indicating the delivery date of the carts.
4. A detailed brochure delivered with the carts at the time of delivery which describes the service and types of materials to be recycled.

Item's #1 through #3 outlined above will be distributed by mail and item #4 will be attached to the customer's container at the time of delivery. Upon completion of these tasks, CR&R executes the second phase of the community education process.

Once the carts and containers have been delivered, CR&R will implement a full range of public relations strategies to encourage participation in both the residential and commercial integrated waste management programs. Upon completion of our initial meeting with the City Staff, several alternatives will be outlined to promote solid waste collection, yard waste and recycling activities.





Press releases, advertising, media interviews, feature articles, and letters to the editor, as well as public service announcements and the use of public access television are some of the tools CR&R enlists in its media campaign. These avenues of information have proven successful to CR&R in the past and will play an integral part of the success of each program in the City of Lake Forest.

CR&R provides a wide array of material in both English and Spanish that are used as handouts at speaking engagements, special events, or placed in public information areas within our cities.

Our team of professionals plays a key role in promoting the integrated waste management programs within the cities we service by actively involving themselves in the activities and fund-raising needs of the community.

Community involvement has always been an important part of CR&R's commitment to the cities it services. We accomplish this in several ways:

- √ Attendance and participation in special events
 - 4th of July Parade
 - City Hall Office Clean Up Day
 - Lake Forest Chamber Events
 - Relay for Life
 - Thanksgiving Food Drive Collection
 - El Toro High School Grad Night
 - Shop and Dine Lake Forest
 - Snow Fest
 - Bunny Blast at El Toro Park
 - And Several Others Not Specifically Listed
- √ Monetary contributions in support of worthy local causes.
- √ Promotion of activities in the schools, such as science fairs, principal for a day, scholarship fundraising, and special assemblies.
- √ Attendance at public forums and workshops (See example of a Waste and Recycling Community Workshop flyer at the end of this section).
- √ Serving on local committees or task forces.
- √ Board and committee participation on local Chambers of Commerce.
- √ Appointments to state boards.
- √ Presentations to local schools, community groups, organizations and community centers.



Preparation of Procedures

Upon award of the City Franchise Contract, CR&R will begin implementation of its proven procedures to achieve a smooth transition of service for the residents and businesses in the City of Lake Forest. Each member of the transition team participates in the preparation process in the area relevant to his or her area of expertise and will make recommendations or adjustments necessary to adapt to the unique needs of each city. This team of experienced professionals will be directed by Dean Ruffridge who will serve as the primary contact throughout the duration of the contract.

Meeting the AB-939 and future diversion Needs of the City

CR&R has assisted all of our contract municipalities in meeting and exceeding the requirements of AB-939 and other State regulations. In fact, CR&R has been a leader in Los Angeles and Orange Counties in proposing new and innovative programs that have allowed municipalities to meet and exceed the diversion requirements set by CalRecycle since the inception of AB-939.

Subsequent to the approval of SB-1016, CR&R has determined that all of the Company's franchised municipalities are in compliance with the diversion requirements using the new disposal-based pounds per capita calculation. Being a diversion-based Company since inception, CR&R has always devoted significant resources to developing diversion-based programs. These programs, in turn, are now providing our franchised municipalities compliance with governmental regulations going forward.

The following table illustrates the program options available to not only meet the requirements of the City of Lake Forest RFP for residential and commercial diversion, but gives the City additional options to achieve increased diversion. These diversion percentages are established annually at our processing facilities by performing characterization studies on random samplings of various waste stream loads from our communities. In addition, these programs have been established and endorsed by the CalRecycle and staff and are implemented at both the CR Transfer MRF and the South County MRF.





**PROPOSAL FORM 4
MATERIAL RECOVERY PROCESSING FACILITY – CLEAN MRF**

The following facility is owned and operated by CR&R Incorporated:

Name & Location of Facility

CR&R Intermediate Processing Center (Western Ave MRF)

11291 Western Avenue

Stanton, CA 90680

Material to Be Processed:

All source separated recyclables

Waste Stream Origination:

Residential Blue Cart

Commercial Commingled and Single Stream Recycling Bins and Carts

Source Separated Recyclables from Roll-offs and Roll-off Compactors

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

Unlimited volume by regulation

The Facility currently operates with 1.5 shifts per day and has been as high as three shifts per day with prior sort lines. The facility has been expanded to three lines and added sorters capable of 40 to 60 tons per hour and totaling three shifts per day if needed.

Permits: Per Section 6.02, copies of all permits will be submitted to the City by January 1, 2014.

Contact Information:

Bob Williams, Recycling Manager

714.890.6300, ext. 2267





**PROPOSAL FORM 5
MATERIAL RECOVERY PROCESSING FACILITY – DIRTY MRF**

The following facility is owned and operated by CR&R Incorporated:

Name & Location of Facility

CR Transfer – Stanton Material Recovery Facility
11232 Knott Avenue
Stanton, CA 90680

Material to Be Processed

All Mixed Solid Waste including Commercial Bin "A" route, selected "B" Route (if needed), roll-off temporary and permanent waste streams, residential trash routes (if needed).

C&D Waste Streams as an alternate to the South County MRF.

The South County MRF is also permitted to process multifamily MSW and will be available for the City of Lake Forest if needed.

Waste Stream Origination:
Residential, Commercial, Industrial

List of Existing Users (partial, but majority):

Municipalities of: San Clemente, San Juan Capistrano, Dana Point, Laguna Hills, Laguna Niguel, Rancho Santa Margarita, Aliso Viejo, Newport Beach, Costa Mesa, Orange, Tustin, Orange County, Stanton, Rossmoor, Bellflower, Norwalk, Santa Fe Springs, Los Angeles County, Long Beach.

Available, uncommitted processing capacity in Tons Per Day and Facility's total permitted capacity in tons per day:

Permitted at 1,800 tons per day (650,000 tons per year)

Uncommitted and non-contracted up to 400 tons per day (capacity is reserved for our franchise customers)

Permits: Per Section 6.02, copies of all permits will be submitted to the City by January 1, 2014.





**PROPOSAL FORM 6
MATERIAL RECOVERY PROCESSING FACILITY – COMPOST PROCESSING FACILITY**

Name & Location of Facility

Tierra Verde Industries

Irvine, CA

Pricing is set at \$31.00 per ton and is changed by the CPI each July 1, annually.

The following facility is owned and operated by CR&R Incorporated:

Alternate Facility is the CR&R South County Organics Composting plant.

This facility is permitted for 12,500 cubic yards of compost at any one time and is currently inspected and permitted with the county of Orange.

Permits: Per Section 6.02, copies of all permits will be submitted to the City by January 1, 2014.





September 27, 2013

C.R.&R., Inc.
11292 Western Ave.
Stanton, CA 90680

RE: Yardwaste/Greenwaste Processing Commitment for Lake Forest

To whom it may concern:

Tierra Verde Industries hereby acknowledges that it will provide processing capacity for the above listed materials delivered by C.R.&R. to our Irvine processing site, generated from within the City of Lake Forest, California.

Greenwaste processing capacity is reserved for the term of the Franchise Agreement between C.R.&R. and the City of Lake Forest, anticipated to commence on or near May 1, 2014.

Accepted: All City Tonnage

Times: 6:00am-6:00pm

Expected Residue Based Upon Historical Facts: <2% by weight of greenwaste received

Processing Specifications: All materials received will be prescreened to remove contaminants. All eligible materials are then ground in one of our Morbark 1300 Tub Grinders on-site to proper sizing. Ground greenwaste is then staged until the appropriate end market is determined. Final greenwaste product is then shipped to appropriate end markets.

Location of End Markets: ADC – County of Orange Landfills; or
Onsite Windrow Composting or Mulch Operations; or
Agricultural Product – For land application use at various farms in Southern California

We look forward to continuing our relationship with the successful provider of service for the City of Lake Forest.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kris Kazarian', is written over a horizontal line.

Kris Kazarian
Vice President

TIERRA VERDE INDUSTRIES

Mailing Address: P.O. Box 279 • Irvine, CA 92650-0279
(949) 551-0363 • (949) 551-1532 Fax



**PROPOSAL FORM 7
MATERIAL RECOVERY PROCESSING FACILITY – FOOD SCRAP PROCESSING FACILITY**

The following facility is not owned or operated by CR&R Incorporated:

Name & Location of Facility

American Organics
Victor Valley Regional Composting Facility
20055 Shay Rd.
Victorville, CA 92394

Manager:

Pete Townsend, General Manager

Please refer to the attached letter explaining the composting process. Capacity is reserved for Lake Forest per the attached letter from the owner/operator. Pricing is currently \$38.50 per ton and is changed by the CPI each July 1, annually. CR&R has been assured and will negotiate a three year commitment once the City of Lake Forest contract is executed, thereby paying the upfront contract fee only when necessary.

Beginning in late 2014; CR&R has two additional options for food scrap processing:

1. TVI in Irvine is currently permitted and anticipates expanding their composting facility to include up to 100 tons per day of food scraps for added composting activity.
2. CR&R Anaerobic Digestion (AD) Facility located in Perris California will be in operation at 55% capacity and will be available for depositing food scraps generated from the City of Lake Forest.

Permits: Per Section 6.02, copies of all permits will be submitted to the City by January 1, 2014.





**Victor Valley Regional Composting Facility
20055 Shay Rd.
Victorville, CA 92394**

Dean Ruffridge,
Senior Vice President
CR&R Incorporated
11292 Western Avenue
Stanton, CA 90680

Subject: Organics Composting Commitment for the City of Lake Forest

Dear Dean,

American Organics is committed to provide CRR Incorporated with recycling for all your organic food waste projected to be collected from within the City of Lake Forest. This commitment is based on the current volume assumptions or 100 tons daily. This material will be processed at our Material Recovery Facility and composting operations located in Victorville, California.

Our facility is open 7:00AM-4:00PM, Monday – Friday with a maximum total capacity of 3,500 tons per week. Our facility uses loaders to push the organic material into windrows to allow for natural occurring composting. The amount of trash that is removed from current CR&R operations is less than 01%, giving us a 99%+ recycling rate. Our compost material is OMRI Listed® (Organic Materials Review Institute) and approved to be used on "operations that are certified organic under the USDA National Organic Program." The finished product is sold locally to farmers, landscapers, farmers and homeowners.

American Organics along with CR&R Incorporated is closing the loop and replenishing the earth with nutrient rich compost!

Sincerely,

A handwritten signature in black ink, appearing to read "Pete Townsend".

Pete Townsend
General Manager
Athens Services



**PROPOSAL FORM 8
MATERIAL RECOVERY PROCESSING FACILITY**

Construction and Demolition Processing Facility

The following facility is owned and operated by CR&R Incorporated:

Name & Location of Facility

South County C&D Material Recovery Facility
31643 Ortega Highway
San Juan Capistrano, CA 92675
SWIS# 30-AB-0395

Material to Be Processed:

All construction and demolition debris generated from Clean-up Bins and Roll-off Boxes.

Waste Stream Origination:

Residential and Commercial Mixed Waste Bins and Roll Off Boxes

Source Separated recyclable construction materials from Roll-offs and Roll-off Compactors

Available, uncommitted processing capacity in Tons Per Day and Facilities Total permitted Capacity in tons per day:

Permitted for 980 tons per day (357,000 tons annual), this facility has 500 tons per day of unused capacity.

Because C&D hauling in the City of Lake Forest is not within the scope of this exclusive Franchise, it is not possible to give the City an estimate on tons to be collected annually. As noted above, there is more than sufficient capacity for large scale development debris processing from the City of Lake Forest.

The Facility currently operates with one shift per day and has no restriction on hours of operation. The facility has been expanded since inception to include a thirty (30) acre composting adjacent yard for grinding and green waste composting up to a 12,500 cubic yard capacity at any time.

Alternate Processing Facility is CR Transfer in Stanton as described in Form 5 herein.

Permits: Per Section 6.02, copies of all permits will be submitted to the City by January 1, 2014.

Contact Information:

Joe Zavala, General Manager

714.890.6300, ext. 1601





PROPOSAL FORM 9 TRANSFORMATION FACILITY

A Transformation Facility is not anticipated to be necessary to meet the current or future diversion needs of the City of Lake Forest.

Permits: Per Section 6.02, copies of all permits will be submitted to the City by January 1, 2014.





**PROPOSAL FORM 10
COLLECTION VEHICLES TO BE FURNISHED BY CONTRACTOR**

All Residential, Commercial and Roll-Off collection vehicles for the City of Lake Forest will be new at the start of this Franchise Agreement. Per the RFP specifications we have completed the attached table shown as Form 10 which outlines our proposed vehicle usage for this contract.

Given the specific requirements for each line of business, we have also customized our fleet selection as outlined in the attached table. Generally, we have chosen to use the following types of vehicles:

Auto Car (AC), Expeditor cabs and chassis (3 and 4 axle chassis depending upon the operation).

All proposed vehicles will be fully compliant with AQMD regulations. In addition, CR&R currently has available for immediate use, **brand new, zero mileage**, Low Sulfur (Clean Diesel) rolloff trucks. These units are fully compliant with AQMD Regulations. With the City's approval, we would propose to use these **new** rolloff trucks in the City of Lake Forest.

Compaction Bodies will be Amrep for commercial Front Loading and Mc Neilus for Residential side loading vehicles. Rearloaders will have Mc Neilus bodies. Roll-off bodies will be Amrep units.

CR&R currently operates the same type of vehicles in the cities in a number of Orange County jurisdictions. These vehicles have proven to be efficient and productive.

Contact Information for Autocar:

Mr. Joe La Spina, Executive Director of Sales
Autocar & Trucks
551 South Washington Street
P.O. Box 190
Hagerstown, Indiana 47346
630-920-8161

Contact Information for Ford:

Christopher Pratt, VIP Sales Manager
David Wilson's Ford & Mazda of Orange
1350 W. Katella Ave. Orange, CA. 92867
Direct Line: 714-516-6223
Direct Fax: 714-516-6258
Direct Email: cpratt@fordoforange.com





Contact Information for Amrep:

Eric L. Mattson
 General Manager
 Amrep, Inc.
 1555 S. Cucamonga Avenue
 Ontario, Ca 91761 USA
 Email: emattson@amrepinc.com
 Ph: 909-923-0430
 FX: 909-923-6841

Contact Information for Mc Neilus:

Dale Matsumoto
 Refuse Regional Sales Manager
 3100 North Ad ART Road
 Stockton Ca 95215
 Phone # 209-470-8840
 Fax # 507-633-8208
dmatsumoto@mcneilusco.co

	<u># of Vehicles*</u>	<u>Manufacturer</u>	<u>Vehicle Type</u>	<u>Fuel Type</u>
Residential MSW Collection	Four (4)	Autocar with McNeilus Body	Auto Side Loader	CNG
Residential Yardwaste Collection	Two (2)	Autocar with McNeilus Body	Auto Side Loader	CNG
Residential Recyclables Collection	Two (2)	Autocar with McNeilus Body	Auto Side Loader	CNG
Multi-Family MSW Collection	Two (2)	Autocar with Amrep Body	Frontloader	CNG
Multi-Family Single Material Collection				
Multi-Family Single Stream Collection	One (1)	Autocar with Amrep Body	Frontloader	CNG
Multi-Family SSC MRF Collection				
Multi-Family Food Scrap Collection				
Commercial MSW Collection	Three (3)	Autocar with Amrep Body	Frontloader	CNG
Commercial Single Material Collection				
Commercial Single Stream Collection	One (1)	Autocar with Amrep Body	Frontloader	CNG
Commercial SSC MRF Collection				
Commercial Food Scraps Collection	One (1)	Autocar with Mc Neilus	Rearloader	CNG
Roll-off MSW Collection	One (1)	Autocar with Amrep Body	Rolloff	CNG/Clean Diesel
Roll-off Recycling Collection	One (1)	Autocar with Amrep Body	Rolloff	CNG/Clean Diesel
Other Type of Vehicles	Bulky Item/Container Delivery (1)	Ford	Flatbed	CNG

* The assigned quantity of vehicles are flexible depending on success of implementing source-separated and single stream programs.





**PROPOSAL FORM 11
LIST OF CONTRACTOR-FURNISHED PERSONNEL**

<u>Office and Management Headcount</u>	<u>(Number of FTE)</u>
Operations Manager	1
Supervisor	1
Recycling Coordinators	2
Customer Service Manager	1
Compliance (Reporting) Manager	1
General Manager	1
Collection and Transportation Headcount:	
<u>Labor Category</u>	
Residential Collection:	
MSW	4
Recycling	2
Yardwaste	2
Commercial Collection:	
MSW and SSC MRF Drivers	7
MSW and SSC MRF Helpers	0
Recycling Drivers (Single Material and Single Stream)	1
Recycling Helpers (Single Material and Single Stream)	0
Yardwaste and Food Scraps	.2
Roll Off Collection:	
MSW and SC MRF	1
Recycling (Single Material and Single Stream)	0.5
C&D	0.5
Relief Drivers & Spares:	1.5
Total:	26.7
Maintenance	1
Mechanics	0.5
Supervisor	1
Containers – Delivery	1
Mechanics Helpers	0
Other	0
Total:	3.5

Note: Totals will be sustained throughout the franchise agreement, but numbers will adjust between each category of commercial based upon increases and decreases of customers in each category (i.e. recycling efforts).





PROPOSAL FORM 12
Proposed Protocol For Conducting Quarterly Diversion Allocation
Audits At All City-Designated MRF's, Compost Facilities, and
Construction and Demolition Debris Processing Facilities

The purpose of conducting quarterly diversion allocation audits will be to monitor ongoing progress regarding the amount of potential solid waste that still is available to divert. Understanding the material types and their derivation will assist in a more efficient means of maximizing diversion within the city.

The audits will survey materials that are derived from the commercial and multifamily sectors, as well as residential areas of the City. Strategies for completing the audits will be specific to the particular sector that is being audited. For instance the methodology for auditing materials from drop boxes will be unique from sampling methods for determining materials in the residential sector. For this proposal we will be generalizing the proposed methodology, while specifics will be worked out once more details regarding routing, updated volume data and other information is realized.

The purpose of this document is to provide general guidelines for performing visual and/or physical sorts of nonhazardous solid waste from selected garbage dumpsters, transfer stations and roll off boxes. The state department of CalRecycle is a national leader in developing waste characterization studies and has provided much information regarding the performance of waste characterization studies and diversion analysis. Much of the information provided below is a product of the learning experiences of CalRecycle and their contractor(s).

Before undertaking such an endeavor there is much planning and preparation that should take place. Being prepared with proper safety in mind as well as proper equipment is a critical step in this process. Additionally, having a clear plan for what one is attempting to achieve before undertaking such an endeavor is of critical importance. The following is a layout of critical protocols when implementing a characterization audit.

Recommended personal safety/protective equipment

The following section lists some of the personal safety/protective equipment recommended for a visual and physical sort of solid waste.

1. Body protection:

- Disposable coveralls or equivalent
- Chemical resistant coveralls, if appropriate
- Hard bottomed, non-slip, steel toe boots
- A supply of outer rubber (cut and puncture resistant) gloves





- Chemical goggles or safety glasses with splash shields
- Dust masks
- A supply of inner (latex) gloves
- Snake guards, if appropriate
- Insect repellent
- Dog repellent

2. Hearing protection (if site has equipment or activities that generate loud noises):

- Earplugs
- Earmuffs

3. Other safety equipment:

- Supportive back belt for heavy lifting
- Industrial first aid kit
- Field blanket
- Eye wash kit
- Moist, disposable towelettes (e.g., baby wipes)
- Six foot pole
- Small fire extinguisher
- Portable telephone
- High visibility traffic cones and tapes
- Site-specific safety plan
- Liquids to replenish fluids (water and cups for dehydration)

Recommended sorting equipment

1. Knife with a fixed blade.
2. Small bins or buckets (5 gal and/or larger) for weighing sorted materials.
3. Sorting table.
4. A scale that is accurate to one-tenth of a pound. Depending upon the waste stream, a larger capacity scale may be useful.
5. Tongs.
6. Permanent markers.
7. Clipboard and data sheets.
8. Large magnets.
9. Calculator.
10. Trash bags.
11. Step ladder.
12. A long stick, approximately 6' in length.





www.crsr.org

13. Rake with a long handle.
14. Rake with a short handle.
15. Shovel with a long handle.
16. Broom
17. Camera & film
18. Duct tape
19. Plastic sheeting (minimum of 10 mm thick)

General sorting protocol

1. If physical sampling is to be performed at the business site of a generator, try to minimize interference with normal operations.
2. Place traffic cones or high visibility warning tape around the active sorting area.
3. Make noise when approaching the actual waste site to allow any insects/pest animals to flee. Look for snakes, bees, wasps, and poisonous spiders around and inside a dumpster/bin by probing with a long stick.
4. Always wear the following before beginning the sorting procedure: both pairs of gloves (outer rubber and inner latex), chemical goggles or safety glasses with splash shields, a dust mask, and disposable Tyvek overalls.
5. There will be absolutely no eating, smoking or drinking during sorting activities in the sorting area. Plenty of fluids (e.g., water, sports drinks, etc.) must be available away from the sorting area. Hands and faces should be washed before eating or drinking. Frequent rest, drink and food breaks should be given during hot days.
6. Do not attempt to identify unknown chemical substances present in the waste stream: vials of chemicals, unlabeled pesticide/herbicide containers, and substances (e.g., chemicals, or needles) in unlabeled plastic/glass bottles/jugs.

Physical, nonhazardous solid waste characterization

1. The "line of sight buddy system" must always be maintained at the sorting site. The "line of sight buddy system" is as follows: sorters are grouped into pairs and each member is to periodically assess the physical condition of his/her "buddy".
2. Set up the sorting table. It is recommended that the labeled buckets be placed around the table so that the buckets that will receive the most material are nearest to the table. To reduce reaching distances, all buckets within a broad material category (i.e. paper) should be positioned close together.
3. Place plastic sheeting or tarp over the surface where the solid waste is to be sorted. Tape the edges of the cover down with duct tape or weight it down. The cover will protect the surface from stains.





4. When removing only part of the contents of a dumpster/bin, use a shovel (and a ladder, if needed) to remove the sample all the way to the bottom to insure that smaller, more dense elements are included. Remove sub samples of approximately 50 pounds from a preselected dumpster/bin onto the table until an appropriate sample weight has been sorted. If there is not enough material in a dumpster/bin, sort the entire contents. It is recommended that sampling occur when the dumpsters/bins are at their fullest, right before pick up.
5. Tear open garbage bags (not red bags) with rakes or other equipment and visually inspect for potential hazards. If hazardous or bio-hazardous wastes are detected, the sort will be halted and the Site Safety Officer must be notified.
6. Begin the sort by removing and characterizing the largest, bulkiest elements. Sort the remaining items into the categories and material types shown on the sample sheet. If a bucket becomes full, the full bucket is weighed; the data recorded on the data sheet, and the bucket is emptied and reused. Weigh and record the total mass (contents + bucket) on the data sheet. Record the type of bucket used so that later, the mass of the buckets can be subtracted from the total weight.
7. When sorting glass, remove and sort the larger pieces that are on top first. Never use your hands to dig down through the waste. Use a rake or small shovel to pull/push the material to the side and continue sorting.
8. When a sorter has a question regarding the material category or type into which an element should be placed, the Crew Leader will be consulted. For composites or multi material items, the predominate material type (as measured by weight) determines which material type it belongs.
9. Return all sorted materials to their dumpster/bin.
10. At the end of each shift, remove all disposable clothing into a plastic trash bag, and place the bag into a solid waste receptacle. Reusable equipment cleaned and sanitized after use. All sorters must shower at the end of each shift.

Visual, nonhazardous solid waste characterization

1. For the following wastes; a visual (not a physical sort) is appropriate: wastes that contain large quantities of bulky or heavy items (e.g., concrete demolition material), consist of materials too small to be sorted (e.g., ash), consist of materials that may be too dangerous to sort (e.g., chemical or biohazards), or are of primarily one type of material.
2. Photographs can be taken to document waste types or, used when other constraints (such as odor or business hours) sharply limit field-sampling time. A 35mm camera using either fine-grained, professional color print film (e.g., Royal Gold); professional grade Kodachrome slide film or, an equivalent film type will be sufficient. Prints should be a minimum of 8" by 10". Photographs or slides should be taken from as close to a vertical position as possible above the spread-out sample. Mark out a rectangle on the image in which the waste types are to be identified. Some have found that subdividing the rectangle helps with keeping track of the sample areas and in identifying components.





The City of Lake Forest

3. For "in-bin" visual characterizations, solid waste in dumpsters/bins can be visually inspected by personnel standing outside the dumpster/bin on a stepladder. Do not remove bags/material from the dumpster or bin. Use a rake or other equipment to break open bags and expose materials for visual characterization.
4. A recommended minimum of 2 persons shall conduct each sort, one person to characterize the solid waste, the other to record data. Independent observations and estimates of the volumes of the various waste materials should be attempted.
5. The average of the volume estimates should be used along with a density conversion table to convert the volume data to weight percentage. The sum of the average volumes should total 100% necessitating some adjustment in the 100% volume may be necessary. For materials with no published density conversion data, a sample can be weighed and volume measured to develop a conversion factor. Refer to section 3.04 above for physical sort guidelines.
6. Unidentifiable materials can be put into the "miscellaneous/unsorted" category. The rules for composites and multimaterial waste characterization should be followed. For composites or multimaterial items, the predominate material type as measured by weight determines which material type it gets classified as. When a sorter has a question regarding the material category or type into which an item should be placed, the Crew Leader should be consulted.
7. For visual characterizations that are removed from the bin, ensure that smaller, denser items are included in the sort by sampling all the way to the bottom of the dumpster/bin. Do not sort only the top layers and consider the sampling procedure completed.
8. A load that is to be visually characterized should be spread into a thin layer (approx. 6-8 inches) so that nothing is covered by other objects. Periodically rake through the layer to determine if there are hidden waste types. If the lower layers are significantly different, remix them.

Waste Streams to be characterized

The residential waste stream includes single stream, green and MSW bins. The commercial sector includes bins of varying sizes and drop boxes. Additionally, the multifamily sector includes various types of carts and containers.

All materials from the residential sector will be processed at the Stanton CRT MRF and Western Ave MRF. As such these will be the locations for the audits to take place. Sampling will take place on a random basis. For instance using a random number generator, selected trucks coming into the yard will dump their loads in a designated area. Using either a scoop loader or manually with a shovel, a portion of the material will be selected and set aside for detailed sampling. Material in the table shown below will then be segregated from the rest of the pile and weighed.





Old Corrugated Cardboard (OCC)	Aluminum Cans
Newspaper	Steel Cans
Mixed Paper	PETE Containers
White Ledger	Colored HDPE Containers
Clear Glass	Natural HDPE Containers
Green Glass	#3-#7 Plastic Containers
Brown Glass	Mixed Glass

Material from the commercial sector that is collected using packer trucks will be sorted in the same manner.

Materials that are collected via drop box will be somewhat unique. Again, using a random number generator, material from various drop boxes will be sampled. Using a scooper, a portion of the materials from the drop box will be extracted to be further sampled. Materials that will most likely be the focus of the drop box sort will include the following:

Lumber, Treated wood, pruning's/trimmings, cardboard, leaves and grass, food, ferrous and rocks.

When sorting from any of the sources, materials should be classified by their potential to be recycled. Therefore, it is important to distinguish contaminated materials from those that are truly recyclable.

All data finding should then be extrapolated to the total tonnage amount in each of the source material type (residential single stream, green, et al) to determine a viable estimate of what is to be expected for the entire waste stream within the City.

Use of Study Results

Once results of each of the quarterly studies are complete it is important to use this information appropriately. This would include an indicator of what the most prominent materials in the waste stream continue to require greater focus and what sectors and routes the materials are coming from. Once obtaining the data, the two recycling coordinators can then develop an action plan based upon the received information. Additionally, it will be useful to use the quarterly data for ongoing performance comparisons.



PROPOSAL FORM 13

W.D. O'Brien, Jr.

Diversion By Waste Stream				
PARIS CODE	WASTE STREAM	ANTICIPATED TONNAGE START	DIVERSION	AFTER 6 MONTHS
	RESIDENTIAL			
	Single-Family	17,254	0%	15,000
2000-RC-CRB	Blue Commingled SS Cart(s)	5,205	90%	7,500
3000-CM-RCG	Green Waste Cart(s)	7,533	100%	8,374
3070-CM-OTH	Food Scraps with yardwaste	3,400	100%	3,400
2080-RC-SPE	Bulky Items Diversion	1,000	90%	900
2080-RC-SPE	Universal Waste Diversion	100	90%	90
2080-RC-SPE	E-Waste Diversion	200	100%	200
2070-RC-SNL	Holiday Tree Diversion	100	100%	100
9010-HH-PMC	HHW Collections	50	100%	50
2020-RC-BYB	Buy Back Center	900	100%	900
2010-RC-DRP	Drop Off	300	80%	240
	Multi-family Residential	15,000		
2030-RC-OSP	Source Separated single Mat'l	2,500	98%	2,450
2030-RC-OSP	Source Separated Single Stream	2,500	98%	2,450
7000-FR-MRF	A Routing (when established)	10,000	50%	5,000
	COMMERCIAL			
	Commercial & Business Bins	15,607		
2030-FR-MRF	A Routing (when established)	10,000	50%	5,000
2030-RC-OSP	Source Separated single Mat'l	2,500	90%	2,450
2030-RC-OSP	Source Separated Single Stream	2,500	50%	2,450
3020-CM-COG	Yardwaste	1,000	100%	1,000
3040-CM-FWC	Food Scraps	800	100%	800
	Compactors	1,128		
7000-FR-MRF	A Route (Dry Materials)	900	60%	540
7000-FR-MRF	B Route (Wet Mat'l's if needed)	228	30%	68
	Roll-Off Boxes	1,000		
4070-SP-DSD	Disaster Debris	0	80%	
4060-SP-CAR	Source Separated Inerts	410	100%	410
4050-SP-WDW	Source Separated Wood Waste	200	100%	200
4030-SP-WHG	Source Separated White Goods	100	100%	100
4040-SP-SCM	Source Separated Scrap Metal	100	100%	100
4020-SP-TRS	Source Separated Tires	40	90%	36
	Permanent Service	150	60%	90
	TEMPORARY SERVICES			
	Roll-Off Boxes	4,000		
7000-FR-MRF	CUB's 3-6 yard Bins	800	60%	480
7000-FR-MRF	C&D Mixed R/O	1,200	75%	900
4100-SP-OTH	Source-Separated C&D mixed	500	90%	450
4060-SP-CAR	Source Separated Low Boy	500	100%	500
4060-SPWDW	Source Separated Hi-Sides	500	90%	450
SCM,WTG,TRS	Source Separated	500	100%	500
Included Above	Special Events Diversion			
Included Above	Public Education Programs			
Included Above	City Facility Diversions			



PROPOSAL FORM 14 PROPOSER BACKGROUND AND EXPERIENCE

CR&R Incorporated (CR&R) is a privately-owned company, registered as a California corporation in October 1963. Mr. Clifford Ronnenberg, as trustee of the Ronnenberg Family Trust, owns 100 percent of the company stock. There are no other owners or stockholders with more than 10% of the company's equity. There are no creditors with greater than 10% of the corporation's total assets. CR&R has provided solid waste collection and materials recovery services in California for 50 years and is proud to provide services in Orange, Los Angeles, San Bernardino, San Diego, Imperial and Riverside Counties. We have also recently expanded our service areas to include Southern Arizona.



KEY PERSONNEL

CR&R offers the City of Lake Forest what is perhaps the most experienced and established Environmental Services Team in Southern California. This team will be available to the City of Lake Forest for the duration of this contract. All of CR&R's managers have a long standing, in-depth knowledge of the Environmental Services Industry as well as a professional and productive working relationship with various municipalities throughout the region. Together, the senior personnel that will be involved in the administration of the City's Solid Waste and Recycling contract have a combined experience level totaling more than 250 years. Below are the numerous individuals and their respective qualifications which make up our industry leading management team in Orange County.

Clifford R. Ronnenberg

Mr. Ronnenberg is the founder, owner, Chairman of the Board and Chief Executive Officer of CR&R. He has more than 50 years of experience in the solid waste management business. Since its inception in 1963, Mr. Ronnenberg has grown CR&R into one of the largest and most progressive privately-owned, solid waste management companies in the United States. He manages all aspects of the business from the corporate office in Stanton. His vision and leadership are the primary reasons why CR&R can offer a comprehensive package of solid waste management services for residential, commercial and industrial collection including recycling, composting, transfer and disposal throughout Southern California. In addition, Mr. Ronnenberg has grown Haulaway Storage Containers, Inc. into one of the largest portable storage container companies in the Western United States. As with all service transitions, Mr. Ronnenberg personally leads the team responsible for the start up of new operations.





RECYCLED PAPER

David M. Ronnenberg

Mr. David Ronnenberg is the Chief Operating Officer and Division President of our Orange County, Los Angeles County, Imperial County, and Colorado Solid Waste operations. In addition, Mr. Ronnenberg is also responsible for our CR Transfer, Haulaway Storage Containers and Recycling and Transportation Divisions. A graduate of the University of Southern California in Finance and Management, Mr. Ronnenberg has used his training and experience exclusively for CR&R and its subsidiaries for over 30 years which has contributed to the growth and expansion of the company. He is also responsible for facility management, procurement, dispatching, transportation, production management, product quality, buy-back center operations and cost controls. He presently serves on the CR&R Executive Committee, which is responsible for the overall management and direction of the Company. As President of the Recycling Division, his responsibilities include oversight of all recycling contracts, transportation, processing and marketing activities, as well as sourcing and marketing of secondary fibers. He has negotiated contracts with Alcoa, Smurfit Newsprint, Anheuser-Busch and other international suppliers and end-users of recyclable materials. Mr. Ronnenberg has served as President of the Orange County Solid Waste Association. David Ronnenberg, as Division President, will be responsible for overseeing the start-up of new operations for the City of Lake Forest.

Joyce M. Amato

Ms. Amato is the Chief Financial Officer and has been employed by CR&R since 1998. Ms. Amato is responsible for managing all aspects of finance, accounting and financial reporting, strategic planning, acquisitions, legal matters, information systems, customer service, corporate administration, and risk management company-wide. She has over 25 years experience in senior management responsible for the supervision, coordination, and production of financial reporting, information systems design and implementation, and business plans and strategies. Ms. Amato monitors the financial performance of the Company, manages all banking relationships, secures financing and ensures that the Company's financial statements are in compliance with GAAP. Ms. Amato presently serves on the CR&R Executive Committee responsible for the overall management and direction of the company. As Chief Financial Officer, Ms. Amato will be responsible for overseeing all financial reporting, franchise payments, and other reporting requirements as specified in the Franchise Agreement for the City of Lake Forest.

David E. Fahrion

Mr. Fahrion is the Division President of the San Bernardino and Riverside Solid Waste operations and the Perris MRF Division. He has worked in the solid waste management industry for 30 years and exclusively for CR&R and its affiliates for the past 25 years. During his career, Mr. Fahrion has worked on all facets of the solid waste management business, from dispatching and routing to contract negotiations, and state facility permitting. As Division President, his responsibilities include operational management, contract administration and service transition from a previous service provider. Mr. Fahrion's vast experience and capabilities will be fully utilized in this transition. He assists, reviews, plans, and supervises all activities related to the management of the solid waste division, participates in solid waste acquisitions, divestitures, business development, annual projections and budgets, local, state and federal legislation, and negotiates and manages all proposals, contracts, franchise agreements, and permits with various governmental agencies.





He presently serves on the CR&R Executive Committee responsible for corporate growth and financial reporting and is also responsible for implementing administrative policies, operation controls, safety, customer service, and maintenance procedures. Mr. Fahrion also served as President for the California Refuse Removal Council, which represents independent solid waste collectors throughout California.

Dean A. Ruffridge

Mr. Ruffridge is our Senior Region Vice President and has responsibility for the South Orange County facilities and all Orange, Los Angeles and Imperial County municipal franchise agreements. A graduate of the University of Southern California with a graduate degree in Public Administration, Mr. Ruffridge has extensive knowledge and experience of the public sector side of the business as well as over 25 years experience in solid waste and liquid waste management business.

Prior to joining CR&R in 2002, Mr. Ruffridge was responsible for over 20 municipal franchises for a large publicly held solid waste management organization. As a previous owner of his own waste company, he held various positions from general manager, district manager and vice president, and has directed the majority of all municipal contracting for the Southern California area.

Maria C. Lazaruk

Ms. Lazaruk is the Senior Public Relations and Environmental Compliance Manager for CR&R. She has 32 years of industry experience working in Orange County on solid waste and recycling programs with various municipalities. Specifically, she has been responsible for ensuring full compliance with contract reporting and program monitoring to meet the goals of AB 939 and AB 341. In addition, she guides the training and development of the CR&R Community Relations Recycling Coordinators team.

Ms. Lazaruk currently sits on the Board of Directors of the Tustin Community Foundation and the Dana Point Chamber of Commerce and has served as President of the Laguna Niguel and Aliso Viejo Chambers of Commerce, and performed prior service as Advisory Board Member for Beta Foster Care in Laguna Niguel. She is a previous Board Member of the Orange County Chapter of the California Women's Leadership Organization, and Tustin Chamber of Commerce. Ms. Lazaruk has held several key committee positions within the cities served by CR&R and developed the Company's community events recycling program, working with non-profit groups to recycle at public events.

Ms. Lazaruk has played a key role in all service transitions in Orange, Imperial and Los Angeles Counties. Ms. Lazaruk will be responsible to train the new Recycling Specialist and oversee Public Relations and Recycling Compliance for the City of Lake Forest.





George M. Lazaruk

Mr. Lazaruk is Vice President of Industrial Accounts and special projects related to program development in cities served by CR&R. Mr. Lazaruk has 45 years of experience in the solid waste management industry.

Since joining CR&R in 1993, he has been involved in general management of CR&R operations, including the transition to and administration of fully automated solid waste collection systems in Laguna Hills and other franchised cities. Prior to joining CR&R, he served for many years as Vice President and General Manager of Waste Management's Dewey's Rubbish Division in Irvine, with over 200 employees and 150 operational routes. Mr. Lazaruk has had extensive experience with sales and marketing strategies in the solid waste management business. He was one of the first to implement a customer service and telemarketing program. He has been a recipient of the Best Recycling Program Award issued by the State of California for programs established in Irvine. Mr. Lazaruk is responsible for special coordination efforts with City Public Works Departments for any special needs that may be in addition to the specifications of the Franchise Agreement. Mr. Lazaruk will be a senior member of the transition team for the City of Lake Forest, specifically responsible for any special needs of the City.

David Ross

Mr. Ross has over 40 years of experience in the solid waste and recycling industry. During that time he worked for 32 years with Waste Management. While at Waste Management he held many positions including Vice President, Southern California Operations, Sr. District Manager and Sr. Director of Public Sector Services. In these positions he was responsible for over 30 municipal contracts with revenues over \$300 Million. Mr. Ross was General Manager and responsible for the City of Lake Forest solid waste contract for over 15 years, including when the city was first incorporated in 1991. He was responsible for all phases of the contract, including the City liaison. Mr. Ross received his Bachelor of Arts from San Diego State in 1972. Mr. Ross has been a resident of Lake Forest for over 30 years and has been very active in the Chamber of Commerce.

Chrystal Denning

Chrystal Denning is a new member to the CR&R Team. Chrystal comes to us with an extensive experience of over fifteen years in the solid waste and recycling industry. Her familiarity includes managing municipal waste diversion reporting, recycling outreach, state annual reporting and AB341 implementation (mandatory commercial recycling) for several Orange County cities. In addition, she has worked extensively in developing and implementing public education and outreach programs for municipal customers in Orange County including assisting with grant administration for the Beverage Container City Payment Program and Used Oil Program.

As contract compliance manager, Chrystal will be overseeing the City of Lake Forest's waste diversion and outreach programs to ensure that CR&R is meeting and exceeding all requirements. She will be instrumental in implementing new recycling programs and supporting recycling coordinator outreach to our customers in order to encourage their participation in these programs. She will also collaborate with the community relations team and city staff to develop public educational materials.





Royden M. Fujimori

Mr. Fujimori is the Manager of the Orange County Solid Waste, Transportation, and Recycling Divisions. He is directly responsible for insuring quality customer service for refuse, recyclables, and green waste collection services in Orange County. In addition, Mr. Fujimori manages the bulky item collection, e-waste collection/recycling, temporary bin, and roll-off services for the entire Orange County operation. A graduate of the University of California in Irvine, with over 20 years experience in the transportation and solid waste industries, Mr. Fujimori has the knowledge and experience to handle any type of solid waste collection, transportation, processing, or disposal requirement. Mr. Fujimori will be responsible for overseeing the operational transition including cart and bin replacement, routing, and data conversion for the City of Lake Forest.

Norma Zarate

Mrs. Zarate is the Operations Manager for the cities of Orange, Tustin and Newport Coast as well the Street Sweeping Manager for the City of Belflower. Mrs. Zarate has over 10 years of experience in the solid waste industry. She is responsible for the efficient and safe operations of a number of routes throughout Orange and Los Angeles Counties and has a strong background in customer service. She also oversees our variable routing and dispatching of bulky items collection, e-waste, household hazard waste, commercial maintenance, barrel maintenance, roll off service as well as all city special events. Mrs. Zarate will be the day-to-day manager responsible for our operations in the City of Lake Forest.

Rose Erikson

Ms. Eriksson is responsible for establishing quality and service level goals for our Customer Service Center, measuring and reporting performance for all customer service representatives against goals, and standardizing processes and implementing new procedures to improve quality and efficiency. She continually develops and maintains written procedures and training documentation. In addition, she ensures systems and equipment support departmental needs and maintains billing system software functionality. Ms. Eriksson also conducts process improvement meetings with other departments and will be involved in the transition process for the City of Lake Forest.

Karen Kennedy

Ms. Kennedy is responsible for ensuring the Customer Service Department is operating efficiently and meeting or exceeding service levels, monitoring telephone calls to review the quality of the work performed, providing feedback and coaching the representatives on areas that need improvement and recognizing areas of excellence. In addition, Ms. Kennedy reviews and tracks work orders for accuracy and provides progressive training for the Customer Service Representatives on the various skill sets required. Ms. Kennedy also provides customer feedback or issues to senior management on a regular basis. She establishes good working relationships with City personnel and responds promptly to City requests. Ms. Kennedy will be part of the transition team and ongoing management for the City of Lake Forest.





STRUCTURE OF PROJECT TEAM

Operations Management

The City of Lake Forest operations team will be under the direction of Mr. David Ronnenberg, as Division President of the Orange County Solid Waste Division. Reporting to Mr. Ronnenberg will be Mr. Royden Fujimori, General Manager of the Orange County Solid Waste, Transportation, and Recycling Divisions. As mentioned earlier, Mr. Fujimori will be responsible for the direct oversight and management of the daily operations in compliance with the requirements of the franchise agreement. In addition, Ms. Norma Zarate, Operations Manager of the Orange County Solid Waste Operations, will have direct responsibility for the operational transition and special requirements of the City of Lake Forest. These individuals are existing personnel with extensive experience in managing integrated municipal solid waste operations.

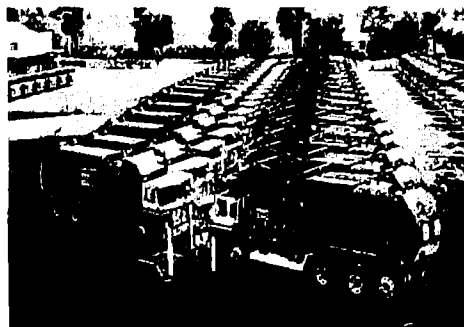
Residential and Commercial routing will be performed by Royden Fujimori in cooperation with the CR&R Industrial Engineering group. This team has extensive experience in establishing efficient routing procedures for a number of CR&R Franchises Cities throughout Orange County. Routes for source-separated and single stream recycling will be set up with ample expansion due to the expected results of our two full-time Community Relations/Recycling Coordinator's efforts. Residential routing will incorporate a five day work week. With these procedures in place, CR&R will insure a smooth transition of the existing routes.

Administrative Management

Dean Ruffridge, Senior Vice President, will be directly responsible for all administrative and contract compliance issues relating to the City of Lake Forest Franchise Agreement. This will include coordinating with Rose Eriksson, Director of Customer Service, who will establish and conduct training specific to the requirements of the contract. Karen Kennedy, Customer Service Manager, will create the applicable rate-schedules, customer service representative education, call programming, data screens, customer lists, and reporting. Ms. Lazaruk, Senior Public Relations and Environmental Compliance Manager, will initially set up the recycling and diversion programs, and will outline all necessary procedures and duties to be assigned to the dedicated Community Relations/Recycling Coordinators for the City of Lake Forest.

Overview of Services Currently Provided

Since founding CR&R in 1963 with two trucks in Stanton, Clifford Ronnenberg has built a pioneering company in solid waste collection. Today, with over 1,500 employees and more than 1,000 trucks and trailers, CR&R and its wholly owned subsidiaries provide solid waste collection and material recovery services to more than 2.5 million people and over 25,000 commercial businesses in the California as well as in the States of Colorado and Arizona. Each year, we recover more than 500,000 tons of recyclable materials, conserving substantial landfill capacity for future generations.





Our focus on sustainability and green practices, long before those concepts were popularized, are part of the core values we have founded our service on.

Included on Form 15 is a complete list of current services that we are providing to our partner jurisdictions.

PROCESSING FACILITIES

CR&R offers the City of Lake Forest one of the most comprehensive Solid Waste infrastructures in all of Southern California. Our commitment to managing the waste streams we collect has been an on-going evolution over the past 50 years of our existence. Since we are a diversion based company, our primary focus has been and continues to be on minimizing the amount of materials that we transport to our local landfills. This is a significant differentiation from most of our larger competitors who own and operate local landfills. Their goal is to provide more volumes to their landfills while our goals are centered around providing more volumes to our recycling facilities. We feel that this distinction is more aligned with our Clients goals as well.

The following listing of transfer, processing, and operating facilities have been developed by CR&R over the past 50 years in order to provide all of our Los Angeles, Riverside, San Bernardino, Imperial, and Orange County municipalities with both primary and secondary options for their solid waste diversion needs.

I.) TRANSFER FACILITIES

Primary Use Facility:

CR Transfer Stanton Material Recovery Facility*
11232 Knott Avenue
Stanton, Ca.

Built in 1984

This facility sorts, processes, bales, and ships recovered recyclables to market. It is permitted for 1,800 TPD of municipal solid waste.

II.) PROCESSING FACILITIES

A.) Recycling Processing Facilities

Primary Use Facility:

CR&R Recycling*
11292 Western Avenue
Stanton, Ca.

Built in 1963





This facility processes all source-separated recyclable materials

Additional Processing Facility:

South Orange County MRF and Transfer Station*
31641 Ortega Highway
San Juan Capistrano, Ca.
Built in 2007

B.) Green/Food Waste Processing Facilities

Primary Use Facility:

Tierra Verde
7982 Irvine Blvd
Irvine, CA 92618



Additional Processing Facility:

CR Transfer, Stanton Materials Recovery Facility (CRT)*
11232 Knott Avenue
Stanton, CA
Built in 1984

South Orange County Organics*
31641 Ortega Highway
San Juan Capistrano, Ca.
Built in 2007

All green waste/foodwaste collected under the residential curbside program and other source-separated materials from commercial and industrial sources.

C.) Construction and Demolition Debris Processing and Diversion Facilities

Primary Use Facility:

South Orange County MRF and Transfer Station*
31641 Ortega Highway San Juan Capistrano, CA

Built in 2007

Additional Processing Facilities:

CR Transfer, Stanton Material Recovery Facility (CRT)*
11232 Knott Avenue, Stanton, CA

Built in 1984





CR&R commits available tonnage at both processing facilities to accommodate all C&D tonnage from the various sources generated from the City of Lake Forest for the term of this Agreement.

* Facilities owned and operated by CR&R Incorporated

Diversion Program Experience

As mentioned previously, CR&R is a diversion based organization which focuses its resources and efforts on minimizing the use of local landfills by maximizing the use of its existing recycling/processing infrastructure. Throughout our 50 year history, we have implemented innovative and in some cases, industry leading, recycling programs which have changed the course of our industry in California and throughout the nation. For example, CR&R was the first company to offer a city-wide residential three cart recycling system in California over 22 years ago. This first of its kind recycling program offered in the City of Temecula is still in service today! Many other communities followed our lead and today the three cart system is common place throughout our industry.



Today, we have a number of communities that partner with us to maximize recycling efforts and minimize the use of landfills. The following programs are examples of our cutting edge recycling programs and their current positive impacts on both diversion rates and the environment.

Horse Manure Recycling

The City of San Juan Capistrano has a rich history of equestrian riding locations and privately owned horse stables. With all of the horses and stables there is plenty of used hay, horse manure and stable bedding that must be disposed of weekly or daily. Originally the stables were depositing the manure and stable bedding directly into the landfill due to the lower cost of the gate rates compared to other options that were available. In 2007 CR&R identified a composting site in Rancho Cucamonga that could use the manure and stable bedding material to aid in their composting production. CR&R and the composting site were able to agree upon a rate that would allow the stables to recycle their manure and stable bedding waste through a composting process at a rate that was lower than the landfill rates. This was very beneficial to the stables and the City's diversion goals.





Since 2007 all of the stables have been using the manure and stable bedding composting program which diverts on average 1,300 tons each month from the landfills. This has increased the City's diversion from 7% to 9%.

Year	Tons Diverted	Overall Increase in City Diversion
2008	16,416.25	8.07%
2009	15,196.71	9.07%
2010	15,350.58	8.10%
2011	13,874.59	7.16%
2012	16,309.62	7.18%
2013 to present	9,519.13	8.51%

Food Scrap Recycling Program

In April 2010, CR&R partnered with the cities of San Clemente, San Juan Capistrano, Dana Point, Laguna Niguel, Aliso Viejo, Laguna Hills, Rancho Santa Margarita, Tustin and the Unincorporated County of Orange to implement the first commercial food scrap diversion program in Orange County. This was supported by a grant of \$400,000 funded by the County of Orange's Regional Recycling and Waste Diversion Grant Program (OC Waste and Recycling). The goal of the pilot program was to divert food waste from local landfills and in the process evaluate program costs, education and outreach, operational procedures, customer incentives, and document findings to establish a permanent program and solution to handling this waste stream. CR&R undertook the following steps at the onset of the program:

- Procurement and solicitation of participants
- Education and training
- Implementation
- Ongoing training and employee promotion
- Reporting and documentation
- Feedback to customers

From the onset, participants were encouraged to reduce trash service as a cost saving measure. While some customers monitored and adjusted their trash service, we found that the majority of customers did not increase their number of food waste carts or decrease their trash service. Of the customers who did not reduce their waste service we found most referred to staffing and budget issues due to poor economic conditions. Although each recycling coordinator provided educational material, training and monitoring, employee turnover was a factor. Maintaining accurate records from the current manager and attempting to retrain new staff was also an ongoing challenge.

Each participating city was allowed five accounts with the truck and driver performing collection Monday, Thursday, and Saturday.





Site visits, communication and proposals to reduce service to actual generation levels were presented to customers by the assigned CR&R Recycling Coordinator throughout the term of the grant.

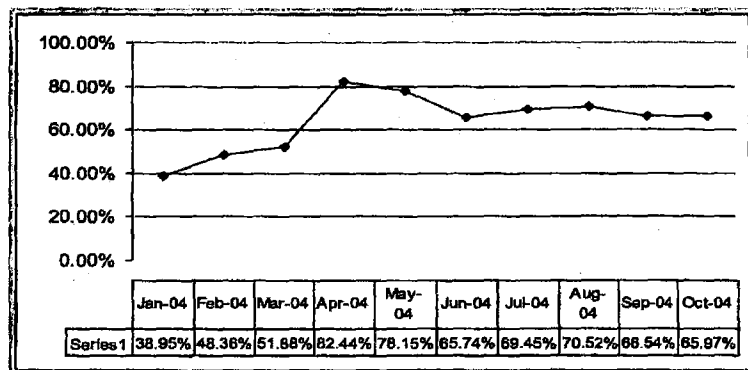
As a result of our efforts and the success of the program, effective December 1, 2011, CR&R made this food waste diversion program part of our regular services offered to all commercial businesses. Rates for this service are the approved commercial cart rates for recycle service as outlined in each city franchise agreement.

In cities that process their material the trash cart rate is used. To date, approximately one half of the current participants have agreed to continue service. We will continue to solicit this program with other food waste generators. The grant funded program lasted approximately 18 months and diverted a total of 2,008.51 tons from disposal into our local landfills.

Construction and Demolition (C&D) Program

In 2004 CR&R, in partnership with the City of San Clemente, began a demonstration project at the Prima Desecha Landfill in unincorporated San Juan Capistrano owned by the County of Orange. The purpose of the project was to divert Construction and Demolition (C&D) material from disposal. At that time there were no facilities of its kind available in South Orange County. Due to the combined volume and weight of this type of material we projected a facility of this type would have significant impact on diversion.

CR&R transported all loads to the C&D Demonstration Facility beginning January 2004. Customer Service Representatives received extensive training regarding quoting Roll Off inquiries "construction vs. non-construction".



As a result, monthly reporting showed significant increased diversion from our C&D diversion program.

CR&R has since invested in building a state of the art facility located in San Juan Capistrano and continues to utilize this facility for mixed and pure C&D loads.



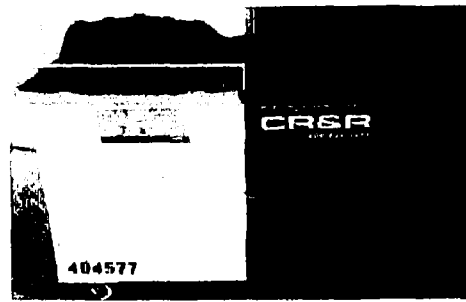


Pilot Food Scrap Diversion Program in Riverside County

In 2012, CR&R's Riverside County operations embarked upon a pilot food scrap recycling program in conjunction with Albertson's Supermarkets. This food scrap program, designed to divert clean loads of mainly fruits and vegetables, was the first of its kind in the County. In conjunction with Albertson's and their consultant, CR&R participated in on-site employee training programs which helped everyone at the store understand their roles in the program. Today the Cities of Temecula and Lake Elsinore currently participate in this new program which has diverted over 129 tons since the program was implemented.

Split Bin Commercial Recycling Program

The City of Tustin requires that all commercial customers have a source separated recycling program in place. Unfortunately, many property managers are unable to recycle due to space constraints. Sometimes, a property manager will deny recycling in fear of large items being dumped in their recycle bin which would lead to contamination of the load. To address these concerns, CR&R made split bins available to all Tustin customers in the commercial sector in mid-November of 2012.



The split bin (see above photo) is a 4-yard bin which offers 2-yards for trash and 2-yards for recycling. Customers have the option to lock one or both sides of the bin. The special lid on the recycle side of the bin minimizes contamination and it encourages tenants to break down items, such as cardboard, before tossing them in the recycle side of the bin. The special lid also deters scavenging from occurring. The split bin is ideal for properties with space constraints.

There currently are 19 split bins placed throughout the City of Tustin. These 19 split bins add up to 64 yards of recyclables being serviced per week. With the addition of these split bins in the City of Tustin, we have seen an increase of nearly 10% in our average monthly commercial recycling volumes. Property managers with space constraints have found that implementing a split bin is an efficient way to allow for a recycling program. CR&R will offer this option to businesses in the City of Lake Forest.





Office of the City Clerk

Municipal Street Sweeping Services.

CR&R began offering municipal street sweeping services to franchise communities in 1999 to incorporate this service within the solid waste management program. Since that time, there have been nine Southern California cities that have incorporated this service into their CR&R solid waste management franchise agreements. In doing so, the following advantages are provided to a community:

- Street sweeping performance is routed the day after trash collection, thereby picking up any loose materials from the prior day collection process.
- Cost of this service was removed from the general fund budget and incorporated into the residential and commercial refuse rates paid by the rate payer at the time of bidding or through the renegotiation process. This has typically not resulted in a rate increase for rate payers with an overall general fund cost reduction.
- Routing changes are easily handled by one performing entity.
- Collected debris is cleaned and mixed with green waste for Alternate Daily Cover (ADC) for local landfills, providing 100% diversion credit for the municipality.



CR&R is offering this service to the City of Lake Forest should this be of interest.

As outlined above, CR&R has demonstrated its ability to explore and identify a number of new and innovative recycling programs throughout its rich history. We are committed to providing our customers with new and innovative programs which will take all of us to the next level of environmental awareness. As stewards of our environment, we are at the forefront of all the efforts to reduce our carbon footprint and make a lasting impression to the next generation which we hope will continue carrying out our mission of minimizing the impacts to the environment.





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Health and Safety Experience

CR&R strives to provide a safe working environment in which its employees can provide world class and efficient customer service. Our Worker's Comp experience modification factor as of June 30, 2013 was 70. We recognize the fact that our most important and valuable asset is our people. In order for them to be successful, our Senior Management Team needs to provide its leadership and guidance when it comes to Health and Safety.

To this end our Corporate Safety Director is tasked with providing the framework upon which our entire operations team focuses on in order to operate safely and in accordance with all OSHA and DOT Regulations. In order to communicate our Safety Policies and review our current safety performance, our Corporate Safety Director conducts monthly safety meetings with all drivers and maintenance personnel in order to cover required safety topics. In addition, all route managers conduct documented daily safety tailgate meetings with their drivers. The goal here is to review a Daily Safety Topics with our drivers in an "open exchange" type of environment. Topics relating to safe operating procedures are taught in both English and Spanish. In addition, managers and supervisors are required to review all safety related issues at a monthly meeting at Corporate Headquarters where the CEO and Chairman of the Board, Chief Operating Officer, Chief Financial Officer and Division Presidents are in attendance.

All personnel are encouraged to bring up any unsafe working conditions which may exist to the immediate attention of management. CR&R has also installed computerized video cameras on our vehicles that send images in real-time for supervisor review of safe driving and collection habits of all drivers while on route. This procedure is a constant reminder to the collection drivers of the need to practice safe driving habits and allows the in-house supervisor to implement changes to improve each driver's driving habits.

CR&R also has a Driver Safety Training Program in place. This program is a comprehensive training regimen that addresses the proper operation of all company equipment. It covers such areas as defensive driving techniques, proper operation of all vehicle controls, a code of safe practices for each job function (residential, commercial, roll-off, transfer, street sweeping, heavy equipment), compliance with all federal and state laws (including 49CFR), proper record keeping, customer service, and above all integrity.

Our Mission in Safety is to ensure that every CR&R driver has the proper training and required skill sets to service our customers in a safe and efficient manner while ensuring the utmost in customer satisfaction.

Driver Safety Training

All employees of CR&R Incorporated are placed through a thorough Safety Training Program beginning with our comprehensive Driver Training and Orientation Program. The following is a brief and condensed outline of our Safety Training Program.





6-2100 20 00

CR&R Driver Training and Orientation Program

Training Goals

Ensure compliance of required training as directed by 49CFR regulations.
Ensure compliance of required training as directed by Federal and California OSHA regulations.
Ensure drivers receive required information on company policies and benefits.
Ensure drivers receive an understanding of their particular vehicles, preventive maintenance responsibilities, and an ability to detect when problems arise with their vehicles.
Ensure drivers receive an understanding of their responsibilities for best safe practices when operating a vehicle and performing their job duties.
Ensure drivers receive an understanding of safety rules and procedures at disposal facilities.
Perform reviews of all drivers periodically and as needed to ensure company standards are being met.

Responsibilities of Training Coordinator

Implement and update training program as required.
Perform required training and verify understanding of material presented.

Perform periodic evaluations of all drivers to ensure standards are met. Recommend to appropriate manager any follow up training required.
Perform as needed evaluations on drivers deemed at risk.

Employees

New employees will undergo a training and orientation program and verify that they have received the proper training.
Current employees will undergo training as needed based on performance and incidents.

Management

Provide support and guidance as needed.
Review program and ensure driver compliance.

All work will be performed in accordance with the highest safety standards as outlined in our Safety Training curriculum.





PROPOSAL FORM 15 PROPOSER REFERENCES

Project or Service Description:

MUNICIPALITY	START DATE	FRANCHISE TYPE	RESIDENTIAL						MULTI-FAMILY		COMMERCIAL		INDUSTRIAL	
			REFUSE	RECYCLE	GREEN WASTE	FRONTLOAD	FRONTLOAD	FRONTLOAD	REFUSE BIN	RECYCLE BIN	REFUSE BIN	RECYCLE BIN	RECYCLE	
ORANGE COUNTY														
County of Orange - Area 1	1999	Res/Comm: Exclusive	MANUAL MRF			FRONTLOAD					FIL MRF	FIL	ROLLOFF CUB	
County of Orange - Area 3	1999	Res/Comm: Exclusive	AUTO MRF			FRONTLOAD					FIL MRF		ROLLOFF CUB	
Costa Mesa	1993	Non-Exclusive							FIL MRF		FIL MRF		ROLLOFF CUB	
Irvine	1997	Non-Exclusive							FIL MRF		FIL MRF		ROLLOFF CUB	
Midway City Sanitary District	1992	Non-Exclusive							FIL MRF		FIL MRF		ROLLOFF CUB	
Stanton	1963	Exclusive	AUTO MRF			FRONTLOAD			FIL MRF	FIL	FIL MRF	FIL	ROLLOFF CUB	
Costa Mesa Sanitary District	1963	Exclusive	AUTO MRF			FRONTLOAD								
Tustin	2007	Exclusive	AUTO	AUTO	AUTO	FRONTLOAD		FRONTLOAD	FIL MRF	FIL	FIL MRF	FIL	ROLLOFF CUB	
Newport Coast	2007	Exclusive	AUTO	AUTO		FRONTLOAD			AUTO	AUTO			ROLLOFF CUB	
Newport Beach	1997	Non-Exclusive							FIL MRF		FIL MRF		ROLLOFF CUB	
Orange	2010	Exclusive	AUTO	AUTO	AUTO	FRONTLOAD		FRONTLOAD	FIL	FIL	FIL	FIL	ROLLOFF CUB	
San Juan Capistrano	1997	Exclusive	AUTO	AUTO	AUTO	FRONTLOAD		FRONTLOAD	FIL MRF	FIL	FIL MRF	FIL	ROLLOFF CUB	
San Clemente	1997	Exclusive	AUTO	AUTO	AUTO	FRONTLOAD		FRONTLOAD	FIL MRF	FIL	FIL MRF	FIL	ROLLOFF CUB	
Dana Point	1997	Exclusive	AUTO	AUTO	AUTO	FRONTLOAD		FRONTLOAD	FIL MRF	FIL	FIL MRF	FIL	ROLLOFF CUB	
Laguna Niguel	1997	Exclusive	AUTO	AUTO	AUTO	FRONTLOAD			FIL MRF		FIL MRF	FIL	ROLLOFF CUB	
Laguna Hills	1997	Exclusive	AUTO	AUTO	AUTO	FRONTLOAD			FIL MRF	FIL	FIL MRF	FIL	ROLLOFF CUB	
Aliso Viejo	1997	Exclusive	AUTO	AUTO	AUTO	FRONTLOAD		FRONTLOAD	FIL MRF		FIL MRF	FIL	ROLLOFF CUB	
Rancho Santa Margarita	2005	Res/Comm: Exclusive	AUTO	AUTO	AUTO	FRONTLOAD			FIL	FIL	FIL MRF	FIL	ROLLOFF CUB	
County of Orange Area 9	1964	Res/Comm: Exclusive									FIL MRF	FIL	ROLLOFF CUB	
			AUTO - AUTOMATED CART COLLECTION		MANUAL - MANUAL COLLECTION SERVICE		AUTO MANUAL - SEMI-AUTOMATED		FIL - FRONTLOAD COLLECTION		MRF - MRF PROCESSED		ROLLOFF CUB - ROLLOFF AND CLEAN UP BIN SERVICE	





Project or Service Description continued:

RESIDENTIAL									MULTI-FAMILY		COMMERCIAL		INDUSTRIAL
MUNICIPALITY	START DATE	FRANCHISE TYPE	REFUSE	RECYCLE	GREEN WASTE	HAZARDOUS	RECYCLED	OTHER	REFUSE BIN	RECYCLE BIN	REFUSE BIN	RECYCLE BIN	RECYCLE
LOS ANGELES COUNTY													
Avalon	2010	Exclusive	AUTO MANUAL	AUTO MANUAL	AUTO MANUAL	MANUAL			FL MRF	FL MRF	FL MRF	FL MRF	ROLLOFF CUB
Norwalk	1982	Non-Exclusive	AUTO	AUTO	AUTO	MANUAL			FL	FL	FL	FL	ROLLOFF CUB
Santa Fe Springs	1982	Non-Exclusive	AUTO	AUTO	AUTO	MANUAL			FL	FL	FL MRF	FL	ROLLOFF CUB
Bellflower	2008	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL MRF	FL	FL MRF	FL	ROLLOFF CUB
Long Beach	1983	Non-Exclusive							FL MRF		FL MRF	FL	ROLLOFF CUB
County of Los Angeles	1982	Non-Exclusive							FL	FL	FL	FL	ROLLOFF
RIVERSIDE COUNTY													
Canyon Lake	1982	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL MRF	FL	FL MRF	FL	ROLLOFF CUB
Blythe	2011	Exclusive	AUTO	AUTO		MANUAL			FL MRF	FL	FL MRF	FL	ROLLOFF CUB
County of Riverside Areas 5, 6, 7, 9	1988	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL	FL	FL	FL	ROLLOFF CUB
Lake Elsinore	1980	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL MRF	FL	FL MRF	FL	ROLLOFF CUB
Hemet	2011	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL MRF	FL	FL MRF	FL	ROLLOFF CUB
Perris	1988	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL MRF	FL	FL MRF	FL	ROLLOFF CUB
City of Riverside	2001	Non-Exclusive							FL	FL	FL	FL	ROLLOFF CUB
San Jacinto	1988	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL	FL	FL	FL	ROLLOFF CUB
Temecula	1981	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL MRF	FL	FL MRF	FL	ROLLOFF CUB
Calimesa	1970	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL	FL	FL	FL	ROLLOFF CUB
SAN BERNARDINO COUNTY													
Bernardino Areas 16, 20	1970	Exclusive	AUTO MANUAL	AUTO MANUAL		MANUAL			FL	FL	FL	FL	ROLLOFF CUB
IMPERIAL COUNTY													
El Centro	2007	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL	FL	FL	FL	ROLLOFF CUB
Calipatria	2007	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL	FL	FL	FL	ROLLOFF CUB
Westmorland	2011	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL	FL	FL	FL	ROLLOFF CUB
Heber Utility District	2011	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL	FL	FL	FL	ROLLOFF CUB
Holtville	2010	Exclusive	AUTO	AUTO	AUTO	MANUAL			FL	FL	FL	FL	ROLLOFF CUB
			AUTO - AUTOMATED CART COLLECTION SERVICE		MANUAL - MANUAL COLLECTION SERVICE		AUTO MANUAL - SEMI-AUTOMATED COLLECTION SERVICE		FL - FRONTLOAD COLLECTION SERVICE		MRF - MRF PROCESSED		ROLLOFF CUB - ROLLOFF AND CLEAN UP BIN SERVICE





REFERENCES continued

Municipality Name and Principle Contact

MUNICIPALITY	CONTACT	TITLE	ADDRESS	PHONE
NORTH ORANGE COUNTY				
County of Orange - Area 1	Mr. Dylan Wright	Interim Director of OC Waste and Recycling	330 N Flower St, Suite 400 Santa Ana CA 92703	(714) 568-4160
County of Orange - Area 3	Mr. Dylan Wright	Interim Director of OC Waste and Recycling	330 N Flower St, Suite 400 Santa Ana CA 92703	(714) 568-4160
Costa Mesa	Mr. Marc Puckett	Director of Finance	77 Fair Drive Costa Mesa CA 92628	(714) 754-5243
Irvine	Mr. Mike Byrne	Senior Management Analyst	#1 Civic Center Plaza Irvine CA 92623	(949) 724-6357
Midway City Sanitary District	Mr. Ken Robbins	General Manager	14451 Cedarwood St Westminster CA 92683	(714) 893-3553
Stanton	Mr. Jim Box	City Manager	7800 Katella Av Stanton CA 90680	(714) 379-9222
Costa Mesa Sanitary District	Mr. Scott Carroll	District Manager	628 W 19th St Costa Mesa CA 92627	(714) 754-5043
Tustin	Mr. Doug Stack	Director of Public Works	300 Centennial Way Tustin CA 92780	(714) 573-3153
Newport Coast	Mr. Mark Harmon	General Service Director	3300 Newport Blvd. Newport Beach CA 92659	(714) 644-3055
Newport Beach	Mr. Mark Harmon	General Service Director	3300 Newport Blvd. Newport Beach CA 92659	(714) 644-3055
Orange	Mr. Gregory Warren	Senior Administrative Analyst	300 East Chapman Ave Orange CA 92866	(714) 744-5551
SOUTH ORANGE COUNTY				
San Juan Capistrano	Mr. Ziad Mazboudi	Senior Civil Engineer	32400 Paseo Adelanto San Juan Capistrano CA 92675	(949) 443-6316
San Clemente	Mr. Tom Bonigul	Environmental Services Director	100 Avd Presidio San Clemente CA 92672	(949) 361-8187
Dana Point	Ms. Jennifer Anderson	Public Works Admin. Mgr.	33282 Golden Lantern Dana Point CA 92629	(949) 248-3571
Laguna Niguel	Mr. Dave Rodgers	Director of Public Works	30111 Crown Valley Pkwy Laguna Niguel CA 92677	(949) 362-4339
Laguna Hills	Mr. David Reynolds	Deputy City Manager	25201 Paseo Del Alicia #150 Laguna Hills CA 92653	(949) 707-2610
Aliso Viejo	Mr. Shaun Pelletier	City Engineer	12 Journey Suite 100 Aliso Viejo CA 92656	(949) 425-2512
Rancho Santa Margarita	Mr. E (Max) Maximous	City Engineer	22112 El Paseo Rancho Santa Margarita CA 92688	(949) 635-1800
County of Orange Area 9	Mr. Dylan Wright	Interim Director of OC Waste and Recycling	330 N Flower St, Suite 400 Santa Ana CA 92703	(714) 568-4160





REFERENCES continued

LOS ANGELES COUNTY				
Avalon	Ms. Denise Radd	Interim City Manager/Clerk	410 Avalon Canyon Road Avalon CA 90704	(310) 510-0220
Norwalk	Mr. Michael Eagan	City Manager	12700 Norwalk Blvd Norwalk CA 90680	(562) 929-5700
Santa Fe Springs	Mr. Thaddeus McCormack	City Manager	11770 Telegraph Santa Fe Springs CA 90670	(562) 868-0511
Bellflower	Ms. Deborah Chankin	Public Works Director	16600 Civic Center Dr Bellflower CA 90760	(562) 804-1424 x 2270
Long Beach	Mr. James Kuhl	Environmental Services Manager	2929 E. Willow Street Long Beach CA 90680	(562) 570-2850
County of Los Angeles	Mr. James A. Noyes	Department of Public Works	1100 N Eastern Ave Los Angeles CA 90063	(626) 458-4000
RIVERSIDE COUNTY				
Canyon Lake	Mr. Richard Rowe	City Manager	31532 Railroad Canyon #101 Canyon Lake CA 92587	(909) 244-2955
County of Riverside Areas 5, 6, 7, 9	Mr. Hans Kemkamp	Director of Solid Waste	14310 Fredrick St Moreno Valley CA 92553	(909) 855-1399
Lake Elsinore	Mr. Grant Yates	City Manager	130 S. Main Street Lake Elsinore CA 92530	(909) 674-3124
Perris	Mr. Richard Belmudez	City Manager	101 North D Street Perris CA 92570	(909) 943-6100
City of Riverside	Mr. Jeff Smith	Program Manager	3900 Main Street Riverside CA 92522	(909) 826-5560
San Jacinto	Mr. Tim Hulst	City Manager	201 E. Main Street San Jacinto CA 92583	(909) 654-7337
Temecula	Ms. Aaron Adams	City Manager	P.O. Box 9033 Temecula CA 92589	(909) 694-1989
Hemet	Mr. Ron Bradley	City Manager	3777 Industrial Avenue Hemet CA 92543	(951) 765-2301
Calimesa	Mr. Randy Anstine	City Manager	908 Park Ave Calimesa CA 92320	(909) 795-9801
SAN BERNARDINO COUNTY				
County of San Bernardino Areas 15, 20	Mr. Gerry Newcombe	Director of Solid Waste	222 W. Hospitality 2nd floor San Bernardino CA 92415	(909) 387-8600
IMPERIAL COUNTY				
El Centro	Mr. Terry Hagen	Public Works Director	1275 Main Street El Centro CA 92243	(760) 337-4500
Calipatria	Mr. Romualdo Medina	City Manager	125 North Park St. Calipatria CA 92233	(760) 348-4141
Heber Utility District	Ms. Laura Fischer	City Manager	1078 Dogwood Ste 103 Heber CA 92249	(760) 462-2440
Westmorland	Ms. Anne Graham	City Treasurer	355 S. Center Street Westmorland CA 92281	(760) 344-3411
Holtville	Mr. Alexander Meyerhoff	City Manager	121 W. 5th Street Holtville CA 92250	(760) 356-2912





School Districts

1. **Orange Unified School District – Lori Davis**
2. **Santiago College – Tracey Connercrabbe**
3. **Saddleback College – Brandye K. K'Lena**
4. **Brawley School District – Sylvia Suarez**
5. **McCabe Unified Elementary School District – Amanda Brook**
6. **Holtville Unified School District – Jon LeDoux**
7. **Meadows Union Elementary School District - Sharon Theis**

Project Experience in Providing Materials Recovery/Waste Processing.

1. **City of Buena Park – EDCO Disposal, Steve South**
2. **City of Lakewood – EDCO Disposal, Steve South**
3. **City of Newport Beach – Mark Harmon**



**Proposal Form 16
KEY PERSONNEL**

Key personnel that will be responsible for collection operations and the areas of the MDF listed below:

GENERAL MANAGER	ROYDEN FUJIMORI
OPERATIONS MANAGER	NORMA ZARATE
FIELD SUPERVISOR	MIKE PERRY
RECYCLING COORDINATORS	TO BE DETERMINED
CUSTOMER SERVICE MANAGER	KAREN KENNEDY
MAINTENANCE SUPERVISOR	ERIC POWERS
BILLING SPECIALIST	SANDRA ALVAREZ

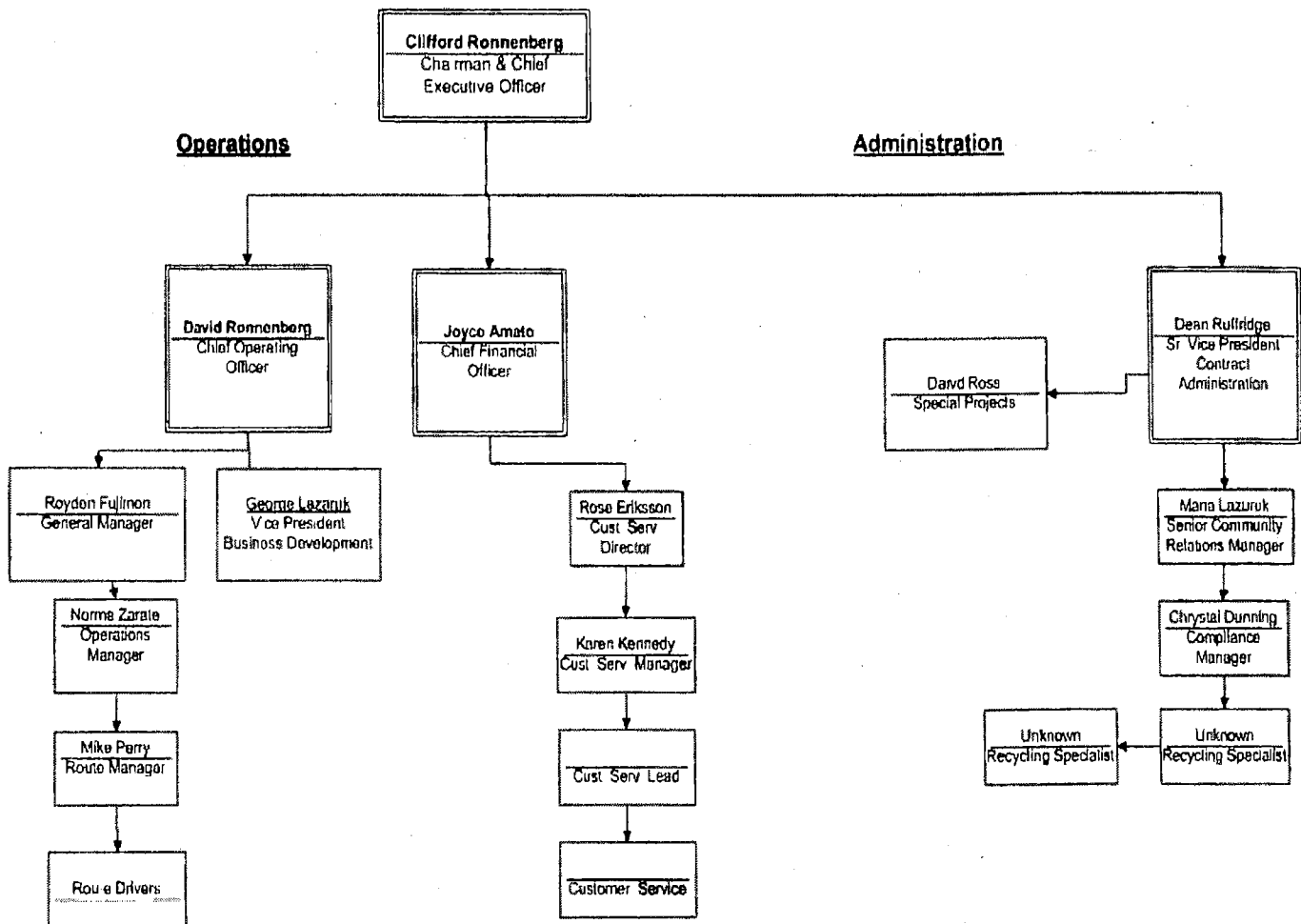




Proposal Form 17 STRUCTURE OF PROJECT TEAM

Below is an organization chart for the proposed project team. Resumes are included on Form 18 of this proposal.

Organizational Chart
Lake Forest Management



Executives are all local in Orange County for immediate responsiveness and decision making capability.





PROPOSAL FORM 18 RESUMES OF KEY PERSONNEL

The qualifications and experience of the key personnel listed on Proposal Form 16 is included in the following information:

GENERAL MANAGER - Royden Fujimori

Mr. Fujimori is the Manager of the Orange County Solid Waste, Transportation, and Recycling Divisions. He is directly responsible for insuring quality customer service for refuse, recyclables, and green waste collection services in Orange County. In addition, Mr. Fujimori manages the bulky item collection, e-waste collection/recycling, temporary bin, and roll-off services for the entire Orange County operation.

A graduate of the University of California in Irvine, with over 20 years experience in the transportation and solid waste industries, Mr. Fujimori has the knowledge and experience to handle any type of solid waste collection, transportation, processing, or disposal requirement.

Mr. Fujimori will be responsible for overseeing the operational transition including cart and bin replacement, routing, and data conversion for the City of Lake Forest.

OPERATIONS MANAGER- Norma Zarate

Mrs. Zarate is the Operations Manager for the cities of Orange, Tustin and Newport Coast as well the Street Sweeping Manager for the City of Bellflower. Mrs. Zarate has over 10 years of experience in the solid waste industry. She is responsible for the efficient and safe operations of routes throughout Orange and Los Angeles Counties and has a strong background in customer service. She also oversees our variable routing and dispatching of bulky items collection, e-waste, household hazard waste, commercial maintenance, barrel maintenance, roll off service as well as all city special events. Mrs. Zarate will be the day-to-day manager responsible for our operations in the City of Lake Forest.

FIELD SUPERVISOR – Mike Perry

Mr. Perry is the Field Supervisor for the cities of Orange, Tustin and Newport Coast. He will be responsible for the day to day route operations in the City of Lake Forest. He has extensive experience in operations, routing, driving, and safety training. Mr. Perry reports to Mrs. Zarate and will be responsible to assure safe quality service during the transition and continuing after.

RECYCLING COORDINATORS - To Be Determined

CUSTOMER SERVICE MANAGER – Karen Kennedy

Ms. Kennedy is responsible for ensuring the Customer Service Department is operating efficiently and meeting or exceeding service levels, monitoring telephone calls to review the quality of the work performed, providing feedback and coaching the representatives on areas that need improvement and recognizing areas of excellence. In addition, Ms. Kennedy reviews and tracks work orders for accuracy and provides progressive training for the Customer Service Representatives on the various skill sets required. Ms. Kennedy also provides customer





feedback or issues to senior management on a regular basis. She establishes good working relationships with City personnel and responds promptly to City requests. Ms. Kennedy will be part of the transition team and ongoing management for the City of Lake Forest.

MAINTENANCE SUPERVISOR –Eric Powers

Mr. Powers is responsible for fleet maintenance including repairs, inspections, routine diagnostic tests, routine maintenance procedures and to determine a course of action for damaged parts and systems. Mr. Powers works closely with our Operations Manager and Field Supervisor to be responsive to concerns regarding equipment.

BILLING SPECIALIST- Sandra Alvarez

Ms. Alvarez is a Customer Service Lead and has extensive knowledge of the customer relationship billing system. She is bilingual and works closely with the CR&R Customer Service Representatives and external Customers to resolve service and billing concerns. Ms. Alvarez reports to Ms. Karen Kennedy, Customer Service Manager.





**PROPOSAL FORM 19
PENDING LITIGATION**

NAME OF ACTION	COURT	DOCKET NUMBER	ISSUE	CURRENT STATUS
Benny Hernandez Gomez v. CR&R, Inc. and Solag Incorporated	Orange County Superior	30-2012-00609899	Approximately 65,000	Mediation scheduled for December 12, 2013
Jose A. Alvarez v. CR&R, Inc. and Solag Incorporated	Orange County Superior	30-2013-00674941	Approximately 65,000	Complaint filed September 11, 2013 Settlement discussions underway





PROPOSAL FORM 20 EXCEPTIONS TO THE FRANCHISE AGREEMENT

CR&R proposes the following items to be changed:

Attachment B:

Section 3.9. Due to security and safety issues at our industrial facilities, a 24-hour notice of site visit is requested. For the safety of our employees and visitors, proper preparation is required.

Contract:

9.04 The proprietary nature of our facilities prohibits the use of video or photos of any kind. However, CR&R will make all reasonable accommodations for any inspection visits by authorized personal from the City of Lake Forest.

7.04. C. CR&R respectfully requests the language be modified to "within 48 hours".

"Rates to be Charged":

In order to keep commercial bin rates comparable to existing, CR&R revised the Rate Schedule for Food Scrap Collection due to the higher costs of Collection, distance to facilities, and facility costs. Therefore labor, fuel and composting/AD adjusted accordingly. To do this service at 50% of trash rates as is noted on the Rate Schedule would substantially increase trash rates in the City.





PROPOSAL FORM 21 FINANCIAL STATEMENTS

The Proposer authorizes the City to contact the financial institutions listed below and to use information provide by them to evaluate the financial stability of the Proposer.

1. Banking Reference

Name of Bank	Bank of the West
Address	4400 MacArthur Blvd., Ste 150, Newport Beach, CA 92660
Person to Contact	Todd Abboud
Contact Telephone	949.797.1960

2. Surety Reference

Name of Surety	Westchester Fire Insurance Company
Address	The Rule Co. 115 N. El Molino Ave. Pasadena, CA 91101
Person to Contact	Margareta Thorsen
Contact Telephone	626.795.9000

3. Insurance References

A. General Liability

Name of Insurance Company	Great Divide Insurance Company
Address	Solid Waste Insurance Managers 115 N. El Molino Ave. Pasadena, CA 91101
Person to Contact	Scott Snowden
Contact Telephone	626.583.2414

B. Workers' Compensation

Name of Insurance Company	XL Specialty Insurance Company
Address	Solid Waste Insurance Managers 115 N. El Molino Ave. Pasadena, CA 91101
Person to Contact	Scott Snowden
Contact Telephone	626.583.2414

In response to the Request for Proposal for Solid Waste Services we submit the following response in regards to Proposal Form 21:

1. The Company produces **audited** financial statements on an annual basis in accordance with Generally Accepted Accounting Principles (GAAP)
2. The most recently completed fiscal year for which audited financial statements are available is **September 30, 2012**

The Company is submitting its internally prepared financial statements for the fiscal years ending September 30, 2011 and September 30, 2012 in a sealed envelope marked confidential, which is included in our proposal.



The Company's financial statements and financial data are highly confidential, and should be held in the strictest of confidence and not copied, distributed or the contents disclosed for any reason to any person without the express written consent of an authorized representative of the Company.

If the City receives a request under the California Public Records Act (California Government Code Section 6250, et seq.) (the "Act") whereby the financial statements may be disclosed, the City can inform such party that the financial statements are exempt from disclosure under the Act for the reasons set forth below.

Section 6255(a) of the California Government Code provides that "[t]he agency shall justify withholding any record by demonstrating that the record in question is **exempt under express provisions of this chapter** or that on the facts of the particular case the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record." In our case, the public disclosure of the financial statements is exempt from the Act pursuant to Section 6254(k) of the California Government Code.

Section 6254(k) of the California Government Code provides an exemption for privileges subject to the California Evidence Code. Section 1060 of the California Evidence Code provides a privilege for a "trade secret" (as defined by Section 3426.1(d) of the California Civil Code set forth below), and provides further that "if he or his agent or employee claims the privilege, the owner of a trade secret has a privilege to refuse to disclose the secret, and to prevent another from disclosing it, if the allowance of the privilege will not tend to conceal fraud or otherwise work injustice."

Section 3426.1(d) of the California Civil Code defines a "trade secret" as "information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." Such definition includes information which derives value from not being generally known. In our case, the waste management business is highly competitive and if the information contained in such financial statements, which are not generally known by the public, were to be received by a competitor, such competitor would receive an economic value (which such information would not be received but for such disclosure pursuant to a request under the Act).

For the foregoing reasons, we appreciate all steps the City will take to maintain the confidential nature of the financial statements and information submitted. Should the City believe that such disclosure is still warranted, the City is encouraged to please contact me before making such financial statements public.

Sincerely,

Joyce Amato
Chief Financial Officer



**PROPOSAL FORM 22
DESCRIPTION OF DIVERSION PROGRAMS**

DIVERSION PROGRAMS LISTED BY WASTE STREAM								
PARIS CODE	WASTE STREAM	PROGRAM	ROUTING	MAT'L HANDLING	CONTAINERS	PROCESSING	Anticipated Tonnage start	DIVERSION
RESIDENTIAL								
Single-Family								
		Curbside	Landfill	Direct haul	Carts	No	17,254	0%
2000-RC-CRB	Blue Commingled SS Cart(s)	Curbside	Clean MRF	Sort Line	Carts	Yes	5,205	90%
3000-CM-RCG	Green Waste Cart(s)	Curbside	Compost/ADC	Grinder	Carts	Yes	7,533	100%
3070-CM-OTH	Food Scraps with yardwaste	Curbside	Compost/ADC	Grinder	Carts	Yes	3,400	100%
2080-RC-SPE	Bulky Items Diversion	Curbside	CRT	Floor Sort	No	Yes	1,000	90%
2080-RC-SPE	Universal Waste Diversion	Curbside	Lampson	Shelf Sort	No	Yes	100	90%
2080-RC-SPE	E-Waste Diversion	Curbside	Lampson	Floor sort	No	Yes	200	100%
2070-RC-SNL	Holiday Tree Diversion	Curbside	S C MRF	Grinder	No	Yes	100	100%
9010-HH-PMC	HHW Collections	Event Location	on site	Floor Sort	No	Yes	50	100%
2020-RC-BYB	Buy Back Center	Yard	on site	Floor Sort	No	Yes	900	100%
2010-RC-DRP	Drop Off	Curbside	CRT	Floor Sort	No	Yes	300	80%
Multi-family Residential								
		Curb&enclo'r					15,000	
2030-RC-OSP	Single Material	Processed	Clean MRF	Sort Line	Bins & Carts		2,500	98%
2030-RC-OSP	Single Stream	Processed	Clean MRF	Sort Line	Bins & Carts		2,500	98%
7000-FR-MRF	A Routing (when established)	MSW mixed	CRT	Sort Line	Bins & Carts	Yes	10,000	50%
COMMERCIAL								
Commercial & Business Bins								
							15,607	
2030-FR-MRF	A Routing (when established)	MSW mixed	CRT	Sort Line	Bins & Carts	Yes	10,000	50%
2030-RC-OSP	Source Separated Single Mat'l	Processed	Clean MRF	Sort Line	Bins & Carts	Yes	2,500	90%
2030-RC-OSP	Source Separated Single Stream	Processed	Clean MRF	Sort Line	Bins & Carts		2,500	50%
3020-CM-COG	Yardwaste	Single Stream	TVI	Sort Line	Bins & Carts		1,000	100%
3040-CM-FWC	Food Scraps	Single Stream	TVI/American	Sort Line	Bins & Carts		800	100%
Compactors								
							1,128	
7000-FR-MRF	A Route (Dry)	Processed	CRT	Sort Line	Compactor	Yes	900	60%
7000-FR-MRF	B Route (Wet if needed)	Processed	CRT	Floor Sort	Compactor	Yes	228	30%
Roll-Off Boxes								
							1,000	
4070-SP-DSD	Disaster Debris	Processed	S C MRF/CRT	Floor Sort	Bins	Yes	0	80%
4060-SP-CAR	Source Separated Inerts	Processed	S C MRF/CRT	Floor Sort	Bins	Yes	410	100%
4050-SP-WDW	Source Separated Wood Waste	Processed	S C MRF/CRT	Floor Sort	Bins	Yes	200	100%
4030-SP-WHG	Source Separated White Goods	Processed	S C MRF/CRT	Floor Sort	Bins	Yes	100	100%
4040-SP-SCM	Source Separated Scrap Metal	Processed	S C MRF/CRT	Floor Sort	Bins	Yes	100	100%
4020-SP-TRS	Source Separated Tires	Direct Haul	S C MRF/CRT	Floor Sort	R/O Boxes	Yes	40	90%
	Permanent Service	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	150	60%
TEMPORARY SERVICES								
Roll-Off Boxes								
							4,000	
7000-FR-MRF	CUB's 3-6 yard Bins	MSW mixed	S C MRF/CRT	Sort Line	Bins	Yes	800	60%
7000-FR-MRF	C&D Mixed R/O	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	1,200	75%
4100-SP-OTH	Source-Separated C&D mixed	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	500	90%
4060-SP-CAR	Source Separated Low Boy	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	500	100%
4060-SPWDW	Source Separated HI-Sides	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	500	90%
SCM,WTG,TRS	Source Separated	Processed	S C MRF/CRT	Sort Line	R/O Boxes	Yes	500	100%
Special Events Diversion								
Public Education Programs								
City Facility Diversions								
Detail of Education Programs								





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FURTHER EXPLANATIONS NOT IDENTIFIED ON THE FOREGOING CHART

The forgoing Table of Diversion programs illustrates all of the items requested in the Request for Proposals, except with the following further explanations for each diversion program. These are as follows:

2020-RC-Buy Back Center

2010-RC-Drop Off Center

CR&R suggests that due to complications within the City for locating such facilities, that these requirements be handled by use of the existing South County Prima Material Recovery Facility located off of La Pata Road. This Self-Haul MRF is ideal for residents to bring waste and recyclables for buy back. Ease of traffic and lack of congestion in comparison to use of a facility near the I-5 corridor will be a major draw for this facility.

5000-ED-ELC Electronic Outreach

As described in our Implementation Plan, CR&R will immediately add the City of Lake Forest to its website identifying all programs by waste stream. In addition, CR&R will emphasize the recycling Bin cost as 50% of the trash cost as well as the increased number of recyclables now available to be recycled with the provided recycling containers.

All quarterly newsletters will be electronically input into the CR&R and City websites.

CR&R will work with the City to do Recycling "blasts" to all registered accounts in the City. Customers with water meter, trash, and other public services will be able to receive these "blasts" reminding residents and businesses of the need to recycle. We will also point out the economic advantage to recycle.

5010-ED-PRN Print Outreach

- o Quarterly Residential Billing
- o Monthly commercial billing
- o Quarterly newsletter
- o Billing Inserts
- o Discount coupons for recycling bins and Temporary Services
- o Seasonal notification of Tree recycling
- o Initial letter from CR&R and City
- o Initial two-part postcard for Cart sizing
- o "How to" Brochure
- o Contamination Notices
- o Residential Audit Cart Tags identifying items recyclable
- o Added Brochure each time a cart is delivered, replaced, or maintained
- o Recycling Coordinators Sales Tool Brochures per Section 5.5





5020-ED-OUT Recycling Coordinators

Upon Award of the Solid Waste Franchise Agreement, CR&R will direct Chrystal Denning to hire two full time in-field recycling coordinators to do the necessary field work for compliance of Program implementation.

Ms. Denning will serve as in-house Recycling Coordinator to not only direct the infield personnel, but to monitor, report and guarantee diversion as well and full compliance to the contractual requirements. With Chrystal's' understanding of the City of Lake Forest, she will direct the coordinators to best use of their time and attaining the customer commitments to be in compliance with the Contractual requirements of each Phase of Recycling deployment.

5030-ED-SCH School Outreach

Even though CR&R is not the current service provider for the school district in Lake Forest, we believe in the importance of disseminating recycling information through school education efforts. We often find that children excited and engaged in the concept of recycling bring this message home to share with family and further expand recycling participation. Our school outreach focuses on environmental presentations to educate children about the benefits of recycling and reusing materials. These highly informative presentations communicate to children how much fun it can be to care for the environment in a fun and entertaining way. Information about our recycling presentations is distributed to the school district office at the beginning of the school year.

Outreach options:

- In-house using recycling coordinators
- Discovery Science Center (DSC) using DOC grant funding (City has allocated a budget for this and CR&R could help administer the program).
- Layered approach with combination DSC and in-house RC presentations. DSC targets specific grade level and in-house presentations can carry the message to other levels for multi-grade level approach.

5040-ED-Oth

CR&R has read and reviewed the Community Satisfaction Study Report on Surveys of Residents & Businesses dated December 18, 2012. The City received a very favorable overall satisfaction with City services. CR&R is especially interested in the garbage services surveys. CR&R's goal is to exceed the results in all the satisfaction services surveys.



Only 21% of business respondents were aware of the State new recycling laws. CR&R will work closely with the Chamber of Commerce to help educate and promote recycling programs with the businesses through seminars and educational materials.





www.crr.com

In addition, we will work to inspire large businesses such as Oakley Inc., and Alcon to participate in a diversion program as well as any small businesses not currently recycling.

88% of business respondents indicated that direct mail is the best communication. CR&R will provide commercial and multifamily outreach through educational service guides using the direct mail process. This form of communication has a better receiver rate as billing inserts are perceived as "junk mail" and often times discarded. Service guides are designed as a self mailer eliminating the use of an envelope.

The most common source of information in the community is the city's newsletter The Leaflet. CR&R will work with the City staff to include educational material to all residents and businesses on a regular basis.

There are over 70 Homeowners and Business Associations in Lake Forest. CR&R will contact each to assist in increasing their knowledge and understanding of the benefits of increased recycling. 82% of business respondents in the Community Satisfaction Survey indicated assistance with adapting trash enclosures to allow recycling. CR&R will custom design programs to address the needs of each business.

The City recently added a City newsletter for businesses called the "In Business". CR&R will work with the city staff to include educational information in this publication.





PROPOSAL FORM 23 NUMBERS AND TYPES OF CONTAINERS AND CART SPECIFICATIONS

Carts

CR&R has an excellent and long-standing relationship with the various cart manufacturers including Toter, Rehrig Pacific and Otto Environmental. Each of these cart suppliers has an excellent track record in terms of cart performance and life cycle. CR&R will be able to choose from any one of these cart suppliers based upon their cart availability and current inventory levels at the time that we place our order for the City of Lake Forest. Per RFP specifications CR&R will provide new carts prior to May 1, 2014. The color coding scheme shall be grey for MSW carts, green for yard waste carts and blue for single stream recyclables. All of the carts will be uniform in color with the lids of the same color as the cart body (optional colors are proposed in Section 24). The color coding for commercial and business establishments shall be grey for MSW and blue for single stream recyclable materials. All carts will have a unique serial number that correlates to a specific service address. In addition, each cart shall have the appropriate information hot stamped on the lids in order to inform the customer of what can and cannot be discarded into each type of container. CR&R anticipates purchasing the following number of new carts for the City of Lake Forest:

35 Gallon Cart Specifications

Size: Approximately 25" deep x 20" wide x 39" tall
Load Rating: 112 lbs./50.8 Kg
Wheel Diameter: 10"

Anticipated Quantity Ordered: 900

65 Gallon Cart Specifications

Size: Approximately 32" deep x 25" wide x 42" tall
Load Rating: 224 lbs./101.6 Kg
Wheel Diameter: 10"

Anticipated Quantity Ordered: 4100

95 Gallon Cart Specifications

Size: Approximately 35" deep x 29" wide x 43" tall
Load Rating: 335 lbs./151.9 Kg
Wheel Diameter: 10"

Anticipated Quantity Ordered: 45,200





the lake forest city

Commercial Bins

CR&R will order and take delivery of the necessary quantity of commercial bins at our container distribution center on Lampson Avenue in the City of Garden Grove. All commercial bins shall be new at the time they are delivered to the customer. CR&R will also make available split bins for MSW and recyclable collection. In addition, CR&R will also keep an on-going inventory of commercial bins at our Garden Grove Distribution Center in order to meet the changing needs of our Lake Forest customer base.

Types of Commercial Bins:

CR&R will replace the existing used commercial bins in the City with new steel 2, 3, 4 and 6 cubic yard front loading bins. We will also make available 3 and 4 cubic yard plastic bins where necessary in order to minimize noise issues (i.e. behind shopping centers that are located close to residential areas). In addition we will also be providing three and four cubic yard split bins (MSW and recyclables) to customers that have space constraints but still want to be provided with recycling services.

Anticipated Number of Bins:

2 Cubic Yard: 30

3 Cubic Yard: 1800

4 Cubic Yard: 400

6 Cubic Yard: 20

3 Cubic Yard Split Bins: 50

4 Cubic Yard Split Bins: 50

10 Cubic Yard Rolloffs: 30

40 Cubic Yard Rolloffs: 50

Compactors: As requested by the Customer

Exact quantities used in the field may vary slightly depending upon consumer demand. CR&R will have available, in its inventory, a sufficient number of bins to meet consumer demand.





PROPOSAL FORM 24 COST-SAVING INNOVATIONS FOR OPERATIONS

Outline

1. Innovation in Operations
2. Innovation in Residential Cart Colors
3. Innovation in HHW, E-Waste and U-Waste Collection Events
4. Innovation in the future of Solid Waste Management
5. Innovation in Food Scrap Processing
6. Innovation in Recycling Coordinators Positions

1. Operations

From the operations side, CR&R has reviewed our typical collection equipment and types of bins to come up with innovations that will save on the cost of collection, as well as to improve the aesthetics in the City of Lake Forest.

Commercial Collection of Recycling bins will be performed via an AutoCar / Amrep front end loader vehicle with only two axles (one front and one rear). With new light weight steel materials, our fabricator has proposed vehicles at half the price, using high grade tensile steel and carrying up to eight (8) tons of payload. As the number of recycling bins increase in numbers in the City with our sales efforts, these vehicles will replace the standard four-axle front loader collection vehicles that are built for heavy trash collection. The use of the South County MRF for recycling materials will also save travel time by consolidating recycling materials for transfer to the Western Avenue MRF for final processing and market shipment. Please see the schematic of the lightweight collection vehicle at the end of this section.

CR&R will make split bins available to all Lake Forest customers in the commercial and multifamily sector. The split bin as described on Form 14, offers equal capacity for trash and recycling. Customers have the option to lock one or both sides of the bin. The special lid on the recycle side of the bin minimizes scavenging and contamination and it encourages tenants to break down items, such as cardboard, before tossing them in the recycle side of the bin. The split bin is ideal for properties with space constraints.

CR&R is proposing to purchase at least half of the front loader bins manufactured of plastic materials. This saves on cost of changing out soiled bins, repair costs are reduced over time, and customer satisfaction is improved throughout the community.

Commercial Collection for Food Scraps at Businesses will be performed via an AutoCar / McNeilus rear loader body. This allows for a more water tight body and also allows for semi-automated collection of 35 and 64 gallon Toter Food Scrap Carts and available two (2) cubic yard Plastic Food Scrap Bins.





the city of lake forest

CR&R has Local South and North Orange County Operating and Processing Facilities with capabilities and capacity available and guaranteed to the City of Lake Forest for the term of this Franchise Agreement. CR&R will utilize its operations center east of Antonio Blvd. off of the Ortega Highway, the adjacent South County Material Recovery Facility, and the Composting Green Waste Windrow Facility are all positioned within fifteen minutes of the Lake Forest City limits. In addition, our operating center in the City of Stanton is positioned as a secondary operating center. CR&R is very proud to have made substantial improvements to our processing capabilities in the past 20 years, as well as to each plants physical capability. CR&R has made significant investments in the processing equipment at our South County MRF, the Prima Deshecha self haul MRF, and CR Transfer MRF to allow processing of all types of wastes from the various waste streams of Lake Forest. In addition, our Western Avenue "clean" commingled MRF has had improvements to increase capacity, increase diversion and reduce contamination of recyclable materials. Recently this facility added the recycling and diversion of such items as plastic and metal coat hangers, plastic toys, used and discarded clothing and shoes, and yard furniture. This facility was the first facility authorized to provide the Bag-to-Bag program with Helix Corporation in the United States.

Reduced Traffic from use of specialized computer modules within the CR&R collection trucks and operations centers:



CR&R will provide S.M.A.R.T. Collection Trucks in the City of Lake Forest. CR&R's unique Surveillance, Monitoring, Auditing, Recording, and Tracking (S.M.A.R.T.) System is installed on all collection and service vehicles. This technologically advanced system developed by CR&R is a first of its kind in the industry. Its many components assist CR&R with their safety, service, and performance. Each vehicle is equipped with video, GPS, and communication devices that provide other valuable tools. This system will benefit the city and the customer as follows:

- Provide a time stamped record of service location from two or three angles for service verification
- Track exact time and location of each vehicle
- Provide exact route path for consistent time of service each day
- Enable live video feeds to our corporate dispatch
- Record and verify any unsafe activity, including accidents
- Constant communication with each service driver
- Decrease our service response time

This SMART system enhances the relationships between the company, the business customer, the residential customer, and the city by providing quick and immediate follow up to all services performed at each person's place of business and/or residence.





2. Residential Cart Colors.

In lieu of the all gray (or black as noted in Section 3.1.3 of the RFP), blue and green colors, CR&R proposes a more unifying color scheme that will be an upgrade to the physical appearance. We propose Emerald Green Granite cart bases all the same color. Lids will be varied based upon the RFP specifications (gray or black), blue and green.

Besides the advantage of appearance within the neighborhoods, the Toter Carts allow for lid changing if needed in the future to allow for added or changed programs per City direction. As an example, the green yard waste lid would be changed to an "organics" lid with varied allowable materials such as food scraps besides simply yard waste materials.

3. HHW, E-Waste and U-Waste Collection Events.

CR&R proposes to conduct these events at a City provided facility/property, in lieu of purchasing property in the City for these events only.

4. The Future of Solid Waste Management.

The 2-cart Residential Program should be considered in lieu of the requested 3-cart program. CR&R offers the City of Lake Forest the option to forgo a 3-cart program in lieu of a 2-cart program which we believe will be the standard collection program for the future in Orange County: one Recycling Cart and one Organics Cart. This program advances the percentage diversion from the residential waste stream immediately, not in two or four years when the State requirement is for a 75% diversion goal. With a separate cart for the removal of organics (all wet wastes removed) from the residential waste stream, the recycling cart becomes 90% recyclable thereby being processed at the CR&R Western Avenue MRF.

5. Food Scrap Processing.

The future of Food Scrap Recycling currently lies with either Composting or Anaerobic Digestion (AD). Both of these technologies offer 100% diversion credit and both technologies are offered for Orange County for the year 2014. The main difference in the two technologies is that composting does not capture any of the potential energy benefits of the materials, only as a fertilizer amendment; while AD provides for energy and full composting materials from the digestate (no composting is needed after the digestate leaves the AD unit).

6. AD Technology:

CR&R has been fortunate enough to establish exclusive relationships with the two best technology suppliers in the anaerobic digestion industry, Eisenmann and Greenlane. Both suppliers have in excess of 90 installations worldwide. Eisenmann is just completing its first installation in the USA, a very small digester in Chicago while Greenlane has a major installation in Indiana.





PHOTO: T. J. GARDNER

Our process differs from most digesters, as we can actually take various organic streams and mix them. Our design allows us to run thermophilic and mesophilic at the same time, as we have 4 separate digesters. Currently no other facility has combined all of these cutting edge technologies and design into one facility.

CR&R will also operate the entire facility off of recycled water from the local sewer treatment plant; again, this has never been done before.

Permits and Construction:

CR&R has received all of their permits to proceed, with the exception of the actual building permits from the City of Perris. Everything is approved, we simply need to submit our physical construction drawings for review and approval, and this process is already underway. These permits include completing the CEQA process and an updated solid waste facilities permit. We expect to break ground in the next 60 days and be fully operational by the end of October, 2014.

End Products:

Our process will create three end products, biogas, liquid fertilizer, and a solid fertilizer. Since our process can be operated at the proper temperatures and residence times, we do not expect to have to compost our digestate, but go straight to market.

Because our end product, a solid and liquid fertilizer does not currently exist, we do not know the final chemical properties, as this is subject to our infeed recipe. Our due diligence throughout Europe has shown that both materials have been taken directly to the fields/crops, as the materials have been fully digested within our facilities for 21-25 days at the proper temperature and moisture. CR&R fully expects both products to be more valuable than any compost currently on the market, as we control the infeed, residence time, temperature, moisture, and even have the capability to add various nutrients to our digester to improve the gas production and end product values. The third product, biogas, will be upgraded and compressed on site. CR&R will utilize all of its own biogas in its fleet of CNG collection vehicles.

7. Recycling Coordinators Positions.

Our focus will be to hire environmentally minded Sales People who are passionate about placing recycling containers. These individuals will have a base annual salary at \$68,000, with benefits. A monthly incentive of an additional \$1,000 monthly if their monthly bin placement goals are met (this meets an \$80,000 annual salary goal for candidates with a college education and minimum of three years of applicable experience).

CR&R will provide a Toyota Prius for each of the two field Recycling Coordinators to be used on the job. This Sales Tool will be custom with large lettering depicting the words "Recycle Now Lake Forest" on both sides in a lively environmental color. As the vehicles traverse throughout the city they will become recognized by the community and reinforce participation in recycling programs.



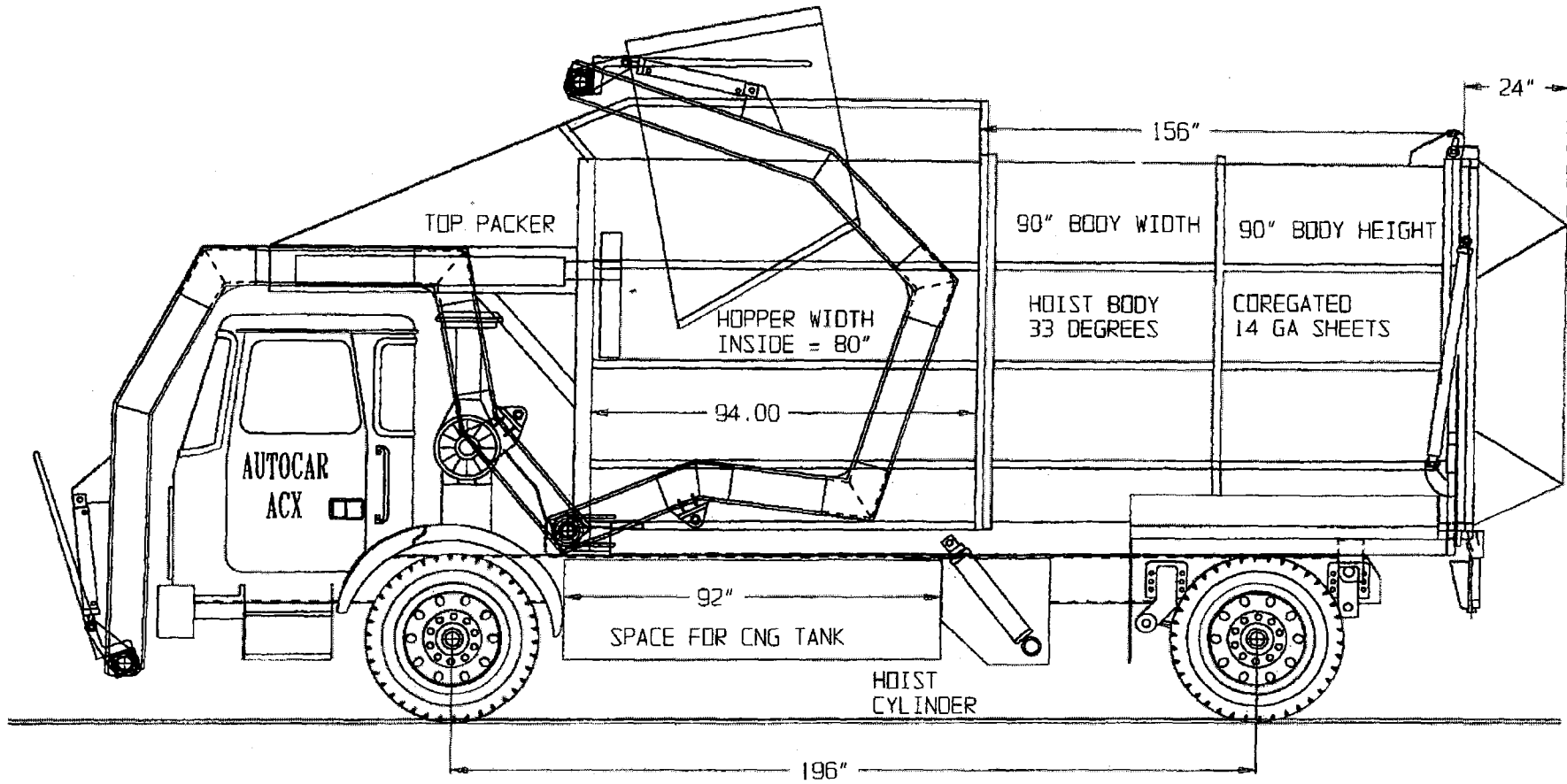


Parades, business expos, many city events will all potentially showcase these vehicles and remind each and every person and business of the need to sign up for recycling and to continue to recycling now and in the future.



CR&R is building this contract as the future of solid waste management for Orange County. Thinking outside the box, understanding that recycling bins are the future; not simply dirty MRF-ing when source separation is available for the customer. It is more cost effective to recycling on site. With two operating centers, there is no other company that can offer better plans for source separation and cost savings.





AMREP

DWG 33 2 AX TOP PACK
 AMREP SQUARE BODY

ATTACHMENT D

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in **Article 12** of the contract. A sample calculation is shown in **Attachment J**. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into diversion, providing free recycling is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

Rates must be submitted in 2014 dollars.

This form will become an attachment to the final contract.

1. Residential Basic Level of Service (weekly collection service)

1a. <u>Recycling Cart</u>	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	Total	
	Labor	Fuel	Total Collection	Clean MRF	Disposal		
35, 65, or 95 gallon single-stream	3.03	0.54	3.57	(1.49)	-	2.08 per month	
Additional cart*	3.03	0.54	3.57	(1.49)	-	2.08 per month	
1b. <u>Yardwaste Cart</u>	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal	Total
	Labor	Fuel	Total Collection	Yardwaste	Composting or AD	Disposal	
	35, 65, or 95 gallon (Yardwaste only)	3.03	0.54	3.57	1.51	-	5.08 per month
	Additional Yardwaste cart*	3.03	0.54	3.57	1.51	-	5.08 per month
	35, 65, or 95 gallon (Food Scraps** and Yardwaste Compos)	3.03	0.54	3.57	-	3.10	6.67 per month
	Additional Food Scraps and Yardwaste Compost cart*	3.03	0.54	3.57	-	3.10	6.67 per month
35, 65, or 95 gallon (Food Scraps** and Yardwaste AD)	3.03	0.54	3.57	-	3.57	7.14 per month	
Additional Food Scraps and Yardwaste AD cart*	3.03	0.54	3.57	-	3.57	7.14 per month	
1c. <u>MSW Cart</u>	Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total	
	Labor	Fuel	Total Collection	Disposal	Disposal		
	35 gallon (Landfill)	3.97	0.70	4.68	1.05	5.73 per month	
	65 gallon (Landfill)	3.44	0.61	4.04	1.96	6.00 per month	
95 gallon (Landfill)	3.03	0.54	3.57	2.86	6.43 per month		

* This charge applies only after a resident has received 2 additional Recycling or Yardwaste Carts at no additional charge (i.e. upon the request for a 4th cart).
 **The City may direct Contractor to collect and process Curbside Residential Food Scraps as part of a Phase 2, Class 2 Diversion program.

2. Commercial and Multi-Family Single-Material Recycling Service

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into diversion, providing free recycling is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

2a. <u>35-gallon Cart</u>	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	Total	
	Labor	Fuel	Total Collection	Clean MRF	Disposal		
1 pick-up per week	34.88	6.16	41.03	(19.74)	-	21.29	
2 pick-ups per week	69.76	12.31	82.07	(39.48)	-	42.59 per month	
3 pick-ups per week	104.64	18.47	123.10	(59.22)	-	63.88 per month	
4 pick-ups per week	139.51	24.62	164.13	(78.96)	-	85.17 per month	
5 pick-ups per week	174.39	30.78	205.17	(98.70)	-	106.47 per month	
6 pick-up per week	209.27	36.93	246.20	(118.44)	-	127.76 per month	
2b. <u>65 Gallon Cart</u>	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	Total	
	Labor	Fuel	Total Collection	Clean MRF	Disposal		
	1 pick-up per week	34.88	6.16	41.03	(19.07)	-	21.96
	2 pick-ups per week	69.76	12.31	82.07	(38.15)	-	43.92 per month
	3 pick-ups per week	104.64	18.47	123.10	(57.22)	-	65.88 per month
	4 pick-ups per week	139.51	24.62	164.13	(76.30)	-	87.84 per month
5 pick-ups per week	174.39	30.78	205.17	(95.37)	-	109.80 per month	
6 pick-up per week	209.27	36.93	246.20	(114.45)	-	131.76 per month	
2c. <u>95 Gallon Cart</u>	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	Total	
	Labor	Fuel	Total Collection	Clean MRF	Disposal		
	1 pick-up per week	34.88	6.16	41.03	(18.41)	-	22.63
	2 pick-ups per week	69.76	12.31	82.07	(36.82)	-	45.25 per month
	3 pick-ups per week	104.64	18.47	123.10	(55.23)	-	67.88 per month
	4 pick-ups per week	139.51	24.62	164.13	(73.63)	-	90.50 per month
5 pick-ups per week	174.39	30.78	205.17	(92.04)	-	113.13 per month	
6 pick-up per week	209.27	36.93	246.20	(110.45)	-	135.75 per month	

2d.	1 Cubic Yard Bin (half of 2-yard split bin)	Labor	+	Fuel	=	Total Collector	+	Clean MRF	+	Disposal	=	Total	
	1 pick-up per week	35.87		6.33		42.20		(12.93)		-		29.27	
	2 pick-ups per week	71.75		12.66		84.41		(25.86)		-		58.55	per month
	3 pick-ups per week	107.62		18.99		126.61		(38.79)		-		87.82	per month
	4 pick-ups per week	143.49		25.32		168.82		(51.72)		-		117.10	per month
	5 pick-ups per week	179.37		31.65		211.02		(64.65)		-		146.37	per month
	6 pick-up per week	215.24		37.98		253.23		(77.58)		-		175.65	per month
2e.	1.5 Cubic Yard Bin (half of 3-yard split bin)	Labor	+	Fuel	=	Total Collector	+	Clean MRF	+	Disposal	=	Total	
	1 pick-up per week	35.87		6.33		42.20		(12.93)		-		29.27	
	2 pick-ups per week	71.75		12.66		84.41		(25.86)		-		58.55	per month
	3 pick-ups per week	107.62		18.99		126.61		(38.79)		-		87.82	per month
	4 pick-ups per week	143.49		25.32		168.82		(51.72)		-		117.10	per month
	5 pick-ups per week	179.37		31.65		211.02		(64.65)		-		146.37	per month
	6 pick-up per week	215.24		37.98		253.23		(77.58)		-		175.65	per month
2f.	2 Cubic Yard Bin	Labor	+	Fuel	=	Total Collector	+	Clean MRF	+	Disposal	=	Total	
	1 pick-up per week	37.76		6.66		44.43		(13.61)		-		30.82	per month
	2 pick-ups per week	75.52		13.33		88.85		(27.22)		-		61.63	per month
	3 pick-ups per week	113.29		19.99		133.28		(40.83)		-		92.45	per month
	4 pick-ups per week	151.05		26.66		177.70		(54.44)		-		123.26	per month
	5 pick-ups per week	188.81		33.32		222.13		(68.05)		-		154.08	per month
	6 pick-up per week	226.57		39.98		266.55		(81.66)		-		184.89	per month
2g.	3 Cubic Yard Bin	Labor	+	Fuel	=	Total Collector	+	Clean MRF	+	Disposal	=	Total	
	1 pick-up per week	47.82		8.44		56.26		(17.24)		-		39.03	per month
	2 pick-ups per week	71.73		12.66		84.39		(25.86)		-		58.54	per month
	3 pick-ups per week	119.56		21.10		140.65		(43.09)		-		97.56	per month
	4 pick-ups per week	167.38		29.54		196.92		(60.33)		-		136.59	per month
	5 pick-ups per week	215.20		37.98		253.18		(77.57)		-		175.61	per month
	6 pick-up per week	265.42		46.84		312.25		(95.66)		-		216.59	per month
2h.	4 Cubic Yard Bin	Labor	+	Fuel	=	Total Collector	+	Clean MRF	+	Disposal	=	#REF!	
	1 pick-up per week	52.87		9.33		62.20		(19.05)		-		43.14	per month
	2 pick-ups per week	105.73		18.66		124.39		(38.11)		-		86.28	per month
	3 pick-ups per week	158.60		27.99		186.59		(57.16)		-		129.42	per month
	4 pick-ups per week	211.47		37.32		248.78		(76.22)		-		172.56	per month
	5 pick-ups per week	264.33		46.65		310.98		(95.27)		-		215.71	per month
	6 pick-up per week	317.20		55.98		373.18		(114.33)		-		258.85	per month
2i.	6 Cubic Yard Bin	Labor	+	Fuel	=	Total Collector	+	Clean MRF	+	Disposal	=	Total	
	1 pick-up per week	66.95		11.81		78.77		(24.13)		-		54.64	per month
	2 pick-ups per week	133.90		23.63		157.53		(48.26)		-		109.27	per month
	3 pick-ups per week	200.85		35.44		236.30		(72.39)		-		163.91	per month
	4 pick-ups per week	267.81		47.26		315.07		(96.53)		-		218.54	per month
	5 pick-ups per week	334.76		59.07		393.83		(120.66)		-		273.18	per month
	6 pick-up per week	401.71		70.89		472.60		(144.79)		-		327.81	per month

3. Commercial and Multi-Family Single Stream Recycling Service

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into diversion, providing free recycling is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

		Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal		
		Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
2a.	35-gallon Cart							
	1 pick-up per week	34.88	6.16	41.03	(19.74)	-	21.29	per month
	2 pick-ups per week	69.76	12.31	82.07	(39.48)	-	42.59	per month
	3 pick-ups per week	104.64	18.47	123.10	(59.22)	-	63.88	per month
	4 pick-ups per week	139.51	24.62	164.13	(78.96)	-	85.17	per month

	5 pick-ups per week	174.39	30.78	205.17	(98.70)	-	106.47	per month
	6 pick-up per week	209.27	36.93	246.20	(118.44)	-	127.76	per month
3b.	65 Gallon Cart	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	1 pick-up per week	34.88	6.16	41.03	(19.07)	-	21.96	per month
	2 pick-ups per week	69.76	12.31	82.07	(38.15)	-	43.92	per month
	3 pick-ups per week	104.64	18.47	123.10	(57.22)	-	65.88	per month
	4 pick-ups per week	139.51	24.62	164.13	(76.30)	-	87.84	per month
	5 pick-ups per week	174.39	30.78	205.17	(95.37)	-	109.80	per month
	6 pick-up per week	209.27	36.93	246.20	(114.45)	-	131.76	per month
3c.	95 Gallon Cart	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	1 pick-up per week	34.88	6.16	41.03	(18.41)	-	22.63	per month
	2 pick-ups per week	69.76	12.31	82.07	(36.82)	-	45.25	per month
	3 pick-ups per week	104.64	18.47	123.10	(55.23)	-	67.88	per month
	4 pick-ups per week	139.51	24.62	164.13	(73.63)	-	90.50	per month
	5 pick-ups per week	174.39	30.78	205.17	(92.04)	-	113.13	per month
	6 pick-up per week	209.27	36.93	246.20	(110.45)	-	135.75	per month
3d.	1 Cubic Yard Bin (half of 2-yd split bin)	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	1 pick-up per week	35.87	6.33	42.20	(12.93)	-	29.27	per month
	2 pick-ups per week	71.75	12.66	84.41	(25.86)	-	58.55	per month
	3 pick-ups per week	107.62	18.99	126.61	(38.79)	-	87.82	per month
	4 pick-ups per week	143.49	25.32	168.82	(51.72)	-	117.10	per month
	5 pick-ups per week	179.37	31.65	211.02	(64.65)	-	146.37	per month
	6 pick-up per week	215.24	37.98	253.23	(77.58)	-	175.65	per month
3e.	1.5 Cubic Yard Bin (half of 3-yard split bin)	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	1 pick-up per week	35.87	6.33	42.20	(12.93)	-	29.27	per month
	2 pick-ups per week	71.75	12.66	84.41	(25.86)	-	58.55	per month
	3 pick-ups per week	107.62	18.99	126.61	(38.79)	-	87.82	per month
	4 pick-ups per week	143.49	25.32	168.82	(51.72)	-	117.10	per month
	5 pick-ups per week	179.37	31.65	211.02	(64.65)	-	146.37	per month
	6 pick-up per week	215.24	37.98	253.23	(77.58)	-	175.65	per month
3f.	2 Cubic Yard Bin	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	1 pick-up per week	37.76	6.66	44.43	(13.61)	-	30.82	per month
	2 pick-ups per week	75.52	13.33	88.85	(27.22)	-	61.63	per month
	3 pick-ups per week	113.29	19.99	133.28	(40.83)	-	92.45	per month
	4 pick-ups per week	151.05	26.66	177.70	(54.44)	-	123.26	per month
	5 pick-ups per week	188.81	33.32	222.13	(68.05)	-	154.08	per month
	6 pick-up per week	226.57	39.98	266.55	(81.66)	-	184.89	per month
3g.	3 Cubic Yard Bin	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	1 pick-up per week	47.82	8.44	56.26	(17.24)	-	39.03	per month
	2 pick-ups per week	71.73	12.66	84.39	(25.86)	-	58.54	per month
	3 pick-ups per week	119.56	21.10	140.65	(43.09)	-	97.56	per month
	4 pick-ups per week	167.38	29.54	196.92	(60.33)	-	136.59	per month
	5 pick-ups per week	215.20	37.98	253.18	(77.57)	-	175.61	per month
	6 pick-up per week	265.42	46.84	312.25	(95.66)	-	216.59	per month
3h.	4 Cubic Yard Bin	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	1 pick-up per week	52.87	9.33	62.20	(19.05)	-	43.14	per month
	2 pick-ups per week	105.73	18.66	124.39	(38.11)	-	86.28	per month
	3 pick-ups per week	158.60	27.99	186.59	(57.16)	-	129.42	per month
	4 pick-ups per week	211.47	37.32	248.78	(76.22)	-	172.56	per month
	5 pick-ups per week	264.33	46.65	310.98	(95.27)	-	215.71	per month

6 pick-up per week	317.20	55.98	373.18	(114.33)	-	258.85	per month
3i. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total	
1 pick-up per week	66.95	11.81	78.77	(24.13)	-	54.64	per month
2 pick-ups per week	133.90	23.63	157.53	(48.26)	-	109.27	per month
3 pick-ups per week	200.85	35.44	236.30	(72.39)	-	163.91	per month
4 pick-ups per week	267.81	47.26	315.07	(96.53)	-	218.54	per month
5 pick-ups per week	334.76	59.07	393.83	(120.65)	-	273.18	per month
6 pick-up per week	401.71	70.89	472.60	(144.79)	-	327.81	per month

4. Commercial and Multi-Family MSW Route Service - Hauled directly to the landfill

Materials collected on the MSW route may not be processed at a Single-Material Comparable Materials Recovery Facility (SSC-MRF) facility until January 1, 2017 or as directed by the City.

	Collection Component (85% Labor and 15% Fuel)			Disposal Component		
	Labor	Fuel	Total Collection	Disposal	Total	
4a. 38 gallon cart						
1 pick-up per week	34.88	6.16	41.03	1.55	42.59	per month
2 pick-ups per week	69.76	12.31	82.07	3.11	85.17	per month
3 pick-ups per week	104.64	18.47	123.10	4.66	127.76	per month
4 pick-ups per week	139.51	24.62	164.13	6.21	170.35	per month
5 pick-ups per week	174.39	30.78	205.17	7.77	212.94	per month
6 pick-up per week	209.27	36.93	246.20	9.32	255.52	per month
4b. 65 Gallon Cart						
1 pick-up per week	34.88	6.16	41.03	2.88	43.92	per month
2 pick-ups per week	69.76	12.31	82.07	5.77	87.84	per month
3 pick-ups per week	104.64	18.47	123.10	8.65	131.76	per month
4 pick-ups per week	139.51	24.62	164.13	11.54	175.67	per month
5 pick-ups per week	174.39	30.78	205.17	14.42	219.59	per month
6 pick-up per week	209.27	36.93	246.20	17.31	263.51	per month
4c. 95 Gallon Cart						
1 pick-up per week	34.88	6.16	41.03	4.22	45.25	per month
2 pick-ups per week	69.76	12.31	82.07	8.43	90.50	per month
3 pick-ups per week	104.64	18.47	123.10	12.65	135.75	per month
4 pick-ups per week	139.51	24.62	164.13	16.87	181.00	per month
5 pick-ups per week	174.39	30.78	205.17	21.08	226.25	per month
6 pick-up per week	209.27	36.93	246.20	25.30	271.50	per month
4d. 1 Cubic Yard Bin (half of 2-yard split bin)						
1 pick-up per week	35.87	6.33	42.20	16.34	58.55	per month
2 pick-ups per week	71.75	12.66	84.41	32.69	117.10	per month
3 pick-ups per week	107.62	18.99	126.61	49.03	175.65	per month
4 pick-ups per week	143.49	25.32	168.82	65.38	234.19	per month
5 pick-ups per week	179.37	31.65	211.02	81.72	292.74	per month
6 pick-up per week	215.24	37.98	253.23	98.07	351.29	per month
4e. 1.5 Cubic Yard Bin (half of 3-yard split bin)						
1 pick-up per week	35.87	6.33	42.20	16.34	58.55	per month
2 pick-ups per week	71.75	12.66	84.41	32.69	117.10	per month
3 pick-ups per week	107.62	18.99	126.61	49.03	175.65	per month
4 pick-ups per week	143.49	25.32	168.82	65.38	234.19	per month
5 pick-ups per week	179.37	31.65	211.02	81.72	292.74	per month
6 pick-up per week	215.24	37.98	253.23	98.07	351.29	per month
4f. 2 Cubic Yard Bin						
1 pick-up per week	37.76	6.66	44.43	17.20	61.63	per month
2 pick-ups per week	75.52	13.33	88.85	34.41	123.26	per month

3 pick-ups per week	113.29	19.99	133.28	51.61	184.89	per month
4 pick-ups per week	151.05	26.66	177.70	68.82	246.52	per month
5 pick-ups per week	188.81	33.32	222.13	86.02	308.15	per month
6 pick-up per week	226.57	39.98	266.55	103.23	369.78	per month
4g. 3 Cubic Yard Bin	Labor	Fuel	Total Collection	Disposal	Total	
1 pick-up per week	47.82	8.44	56.26	21.79	78.05	per month
2 pick-ups per week	71.73	12.66	84.39	32.68	117.08	per month
3 pick-ups per week	119.56	21.10	140.65	54.47	195.13	per month
4 pick-ups per week	167.38	29.54	196.92	76.26	273.18	per month
5 pick-ups per week	215.20	37.98	253.18	98.05	351.23	per month
6 pick-up per week	265.42	46.84	312.25	120.92	433.18	per month
4h. 4 Cubic Yard Bin	Labor	Fuel	Total Collection	Disposal	Total	
1 pick-up per week	52.87	9.33	62.20	24.09	86.28	per month
2 pick-ups per week	105.73	18.66	124.39	48.17	172.56	per month
3 pick-ups per week	158.60	27.99	186.59	72.26	258.85	per month
4 pick-ups per week	211.47	37.32	248.78	96.34	345.13	per month
5 pick-ups per week	264.33	46.65	310.98	120.43	431.41	per month
6 pick-up per week	317.20	55.98	373.18	144.62	517.69	per month
4i. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	Disposal	Total	
1 pick-up per week	66.96	11.81	78.77	30.50	109.27	per month
2 pick-ups per week	133.90	23.63	157.53	61.01	218.54	per month
3 pick-ups per week	200.85	35.44	236.30	91.51	327.81	per month
4 pick-ups per week	267.81	47.26	315.07	122.01	437.08	per month
5 pick-ups per week	334.76	59.07	393.83	152.52	546.35	per month
6 pick-up per week	401.71	70.89	472.60	183.02	655.62	per month

5. Commercial and Multi-Family Source Separated Comparable Material Recovery Facility (SSC-MRF) Route Service

Rates for Source Separated Comparable Materials Recovery Facility (SSC-MRF) Route shall include a processing component. Source Separated Comparable Materials Recovery Facility (SSC-MRF) must obtain a diversion rate comparable to Source-Separated Recycling. Source-separated Comparable Materials Recovery Facility (SSC-MRF) will not be allowed until 1/1/2017 or until otherwise directed by the City.

	Collection Component (85% Labor and 15% Fuel)			Processing acceptable beginning 1/1/2017	Residual Disposal		
	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
5a. 35 Gallon Cart	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
1 pick-up per week	41.42	7.31	48.73	1.42	0.81	50.96	per month
2 pick-ups per week	82.84	14.62	97.45	2.85	1.63	101.93	per month
3 pick-ups per week	124.26	21.93	146.18	4.27	2.44	152.89	per month
4 pick-ups per week	165.67	29.24	194.91	5.69	3.25	203.85	per month
5 pick-ups per week	207.09	36.55	243.64	7.11	4.06	254.81	per month
6 pick-up per week	248.51	43.85	292.36	8.54	4.88	305.78	per month
5b. 65 Gallon Cart	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
1 pick-up per week	41.42	7.31	48.73	2.64	1.51	52.88	per month
2 pick-ups per week	82.84	14.62	97.45	5.28	3.02	105.76	per month
3 pick-ups per week	124.26	21.93	146.18	7.93	4.53	158.64	per month
4 pick-ups per week	165.67	29.24	194.91	10.57	6.04	211.52	per month
5 pick-ups per week	207.09	36.55	243.64	13.21	7.55	264.39	per month
6 pick-up per week	248.51	43.85	292.36	15.85	9.06	317.27	per month
5c. 95 Gallon Cart	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
1 pick-up per week	41.42	7.31	48.73	3.86	2.21	54.79	per month
2 pick-ups per week	82.84	14.62	97.45	7.72	4.41	109.59	per month
3 pick-ups per week	124.26	21.93	146.18	11.58	6.62	164.38	per month
4 pick-ups per week	165.67	29.24	194.91	15.45	8.82	219.18	per month
5 pick-ups per week	207.09	36.55	243.64	19.31	11.03	273.97	per month
6 pick-up per week	248.51	43.85	292.36	23.17	13.24	328.77	per month

5d.	1 Cubic Yard Bin (half of 2-yard split bin)	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
	1 pick-up per week	35.87	6.33	42.20	5.77	3.30	51.27	per month
	2 pick-ups per week	71.75	12.66	84.41	11.54	6.59	102.55	per month
	3 pick-ups per week	107.62	18.99	126.61	17.32	9.89	153.82	per month
	4 pick-ups per week	143.49	25.32	168.82	23.09	13.19	205.09	per month
	5 pick-ups per week	179.37	31.65	211.02	28.86	16.49	256.37	per month
	6 pick-up per week	215.24	37.98	253.23	34.63	19.78	307.64	per month
5e.	1.5 Cubic Yard Bin (half of 3-yard split bin)	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
	1 pick-up per week	35.87	6.33	42.20	8.66	4.95	55.81	per month
	2 pick-ups per week	71.75	12.66	84.41	17.32	9.89	111.62	per month
	3 pick-ups per week	107.62	18.99	126.61	25.97	14.84	167.42	per month
	4 pick-ups per week	143.49	25.32	168.82	34.63	19.78	223.23	per month
	5 pick-ups per week	179.37	31.65	211.02	43.29	24.73	279.04	per month
	6 pick-up per week	215.24	37.98	253.23	51.95	29.67	334.85	per month
5f.	2 Cubic Yard Bin	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
	1 pick-up per week	37.76	6.66	44.43	11.54	6.59	62.56	per month
	2 pick-ups per week	75.52	13.33	88.85	23.09	13.19	125.13	per month
	3 pick-ups per week	113.29	19.99	133.28	34.63	19.78	187.69	per month
	4 pick-ups per week	151.05	26.66	177.70	46.18	26.38	250.26	per month
	5 pick-ups per week	188.81	33.32	222.13	57.72	32.97	312.82	per month
	6 pick-up per week	226.57	39.98	266.55	69.26	39.57	375.38	per month
5g.	3 Cubic Yard Bin	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
	1 pick-up per week	56.79	10.02	66.81	17.32	9.89	94.02	per month
	2 pick-ups per week	85.18	15.03	100.22	34.63	19.78	154.63	per month
	3 pick-ups per week	141.97	25.05	167.03	51.95	29.67	248.65	per month
	4 pick-ups per week	198.76	35.08	233.84	69.26	39.57	342.67	per month
	5 pick-ups per week	255.55	45.10	300.65	86.58	49.46	436.69	per month
	6 pick-up per week	315.18	55.62	370.80	103.90	59.35	534.05	per month
5h.	4 Cubic Yard Bin	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
	1 pick-up per week	62.78	11.08	73.86	23.09	13.19	110.13	per month
	2 pick-ups per week	125.56	22.16	147.72	46.18	26.38	220.27	per month
	3 pick-ups per week	188.34	33.24	221.57	69.26	39.57	330.40	per month
	4 pick-ups per week	251.12	44.31	295.43	92.35	52.75	440.54	per month
	5 pick-ups per week	313.89	55.39	369.29	115.44	65.94	550.67	per month
	6 pick-up per week	376.67	66.47	443.15	138.53	79.13	660.81	per month
5i.	5 Cubic Yard Bin	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
	1 pick-up per week	66.95	11.81	78.77	34.63	19.78	133.18	per month
	2 pick-ups per week	133.90	23.63	157.53	69.26	39.57	266.36	per month
	3 pick-ups per week	200.85	35.44	236.30	103.90	59.35	399.55	per month
	4 pick-ups per week	267.81	47.26	315.07	138.53	79.13	532.73	per month
	5 pick-ups per week	334.76	59.07	393.83	173.16	98.92	665.91	per month
	6 pick-up per week	401.71	70.89	472.60	207.79	118.70	799.09	per month

6. Commercial and Multi-Family Food Scraps - Windrow Composting

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into Diversion, providing free Diversion service is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for Food Scrap materials must be 50% lower than the rate proposed for collection of MSW materials.

6a.	35-gallon Cart	Collection Component (85% Labor and 15% Fuel)			Composting Process		Residue Disposal		Total
		Labor	Fuel	Total Collector	Composting	Disposal			
	1 pick-up per week	41.85	7.39	49.24	5.18	-	-	54.43	per month
	2 pick-ups per week	83.71	14.77	98.48	10.37	-	-	108.85	per month

3 pick-ups per week	125.56	22.16	147.72	15.55	-	163.28	per month
4 pick-ups per week	167.42	29.54	196.96	20.74	-	217.70	per month
5 pick-ups per week	209.27	36.93	246.20	25.92	-	272.13	per month
6 pick-up per week	251.13	44.32	295.44	31.11	-	326.55	per month
6b. 65 Gallon Cart	Labor	Fuel	Total Collector	Composting	Disposal	Total	
1 pick-up per week	41.85	7.39	49.24	9.63	-	58.87	per month
2 pick-ups per week	83.71	14.77	98.48	19.26	-	117.74	per month
3 pick-ups per week	125.56	22.16	147.72	28.89	-	176.61	per month
4 pick-ups per week	167.42	29.54	196.96	38.51	-	235.48	per month
5 pick-ups per week	209.27	36.93	246.20	48.14	-	294.34	per month
6 pick-up per week	251.13	44.32	295.44	57.77	-	353.21	per month
6c. 95 Gallon Cart	Labor	Fuel	Total Collector	Composting	Disposal	Total	
1 pick-up per week	41.85	7.39	49.24	14.07	-	63.31	per month
2 pick-ups per week	83.71	14.77	98.48	28.15	-	126.63	per month
3 pick-ups per week	125.56	22.16	147.72	42.22	-	189.94	per month
4 pick-ups per week	167.42	29.54	196.96	56.29	-	253.25	per month
5 pick-ups per week	209.27	36.93	246.20	70.36	-	316.56	per month
6 pick-up per week	251.13	44.32	295.44	84.44	-	379.88	per month
6d. 1 Cubic Yard Bin (half of 2-yard split bin)	Labor	Fuel	Total Collector	Composting	Disposal	Total	
1 pick-up per week	43.05	7.60	50.65	28.15	-	78.79	per month
2 pick-ups per week	86.10	15.19	101.29	56.29	-	157.68	per month
3 pick-ups per week	129.15	22.79	151.94	84.44	-	236.37	per month
4 pick-ups per week	172.19	30.39	202.58	112.68	-	315.16	per month
5 pick-ups per week	215.24	37.98	253.23	140.73	-	393.95	per month
6 pick-up per week	258.29	45.58	303.87	168.87	-	472.74	per month
6e. 1.5 Cubic Yard Bin (half of 3-yard split bin)	Labor	Fuel	Total Collector	Composting	Disposal	Total	
1 pick-up per week	43.05	7.60	50.65	42.22	-	92.86	per month
2 pick-ups per week	86.10	15.19	101.29	84.44	-	185.73	per month
3 pick-ups per week	129.15	22.79	151.94	126.65	-	278.59	per month
4 pick-ups per week	172.19	30.39	202.58	168.87	-	371.45	per month
5 pick-ups per week	215.24	37.98	253.23	211.09	-	464.31	per month
6 pick-up per week	258.29	45.58	303.87	253.31	-	557.18	per month
6f. 2 Cubic Yard Bin	Labor	Fuel	Total Collector	Composting	Disposal	Total	
1 pick-up per week	45.31	8.00	53.31	56.29	-	109.60	per month
2 pick-ups per week	90.63	16.99	106.62	112.68	-	219.20	per month
3 pick-ups per week	135.94	23.99	159.93	168.87	-	328.80	per month
4 pick-ups per week	181.26	31.99	213.24	225.16	-	438.40	per month
5 pick-ups per week	226.57	39.98	266.55	281.45	-	548.00	per month
6 pick-up per week	271.88	47.98	319.86	337.74	-	657.60	per month

7. Commercial and Multi-Family Food Scraps - Anaerobic Digestion (AD)

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into Diversion, providing free Diversion service is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for Food Scrap materials must be 50% lower than the rate proposed for collection of MSW materials.

	Collection Component (65% Labor and 15% Fuel)			Composting Process		Non-digestate Disposal	
	Labor	Fuel	Total Collector	Anaerobic Digestion	Disposal	Total	
7a. 35-gallon Cart							
1 pick-up per week	41.85	7.39	49.24	5.98	-	55.22	per month
2 pick-ups per week	83.71	14.77	98.48	11.96	-	110.45	per month
3 pick-ups per week	125.56	22.16	147.72	17.95	-	165.67	per month
4 pick-ups per week	167.42	29.54	196.96	23.93	-	220.89	per month
5 pick-ups per week	209.27	36.93	246.20	29.91	-	276.11	per month
6 pick-up per week	251.13	44.32	295.44	35.89	-	331.34	per month
7b. 65 Gallon Cart	Labor	Fuel	Total Collector	Anaerobic Digestion	Disposal	Total	
1 pick-up per week	41.85	7.39	49.24	11.11	-	60.35	per month

2 pick-ups per week	83.71	14.77	98.48	22.22	-	120.70	per month
3 pick-ups per week	125.56	22.16	147.72	33.33	-	181.05	per month
4 pick-ups per week	167.42	29.54	196.96	44.44	-	241.40	per month
5 pick-ups per week	209.27	36.93	246.20	55.55	-	301.75	per month
6 pick-up per week	251.13	44.32	295.44	66.66	-	362.10	per month
7c. 96 Gallon Cart	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
1 pick-up per week	41.85	7.39	49.24	16.24	-	65.48	per month
2 pick-ups per week	83.71	14.77	98.48	32.48	-	130.96	per month
3 pick-ups per week	125.56	22.16	147.72	48.71	-	196.43	per month
4 pick-ups per week	167.42	29.54	196.96	64.95	-	261.91	per month
5 pick-ups per week	209.27	36.93	246.20	81.19	-	327.39	per month
6 pick-up per week	251.13	44.32	295.44	97.43	-	392.87	per month
7d. 1 Cubic Yard Bin (half of 2-yard split bin)	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
1 pick-up per week	43.05	7.60	50.65	32.48	-	83.12	per month
2 pick-ups per week	86.10	15.19	101.29	64.95	-	166.24	per month
3 pick-ups per week	129.15	22.79	151.94	97.43	-	249.36	per month
4 pick-ups per week	172.19	30.39	202.58	129.90	-	332.48	per month
5 pick-ups per week	215.24	37.98	253.23	162.38	-	415.60	per month
6 pick-up per week	258.29	45.58	303.87	194.85	-	498.72	per month
7e. 1.5 Cubic Yard Bin (half of 3-yard split bin)	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
1 pick-up per week	43.05	7.60	50.65	48.71	-	99.36	per month
2 pick-ups per week	86.10	15.19	101.29	97.43	-	198.72	per month
3 pick-ups per week	129.15	22.79	151.94	146.14	-	298.07	per month
4 pick-ups per week	172.19	30.39	202.58	194.85	-	397.43	per month
5 pick-ups per week	215.24	37.98	253.23	243.56	-	496.79	per month
6 pick-up per week	258.29	45.58	303.87	292.28	-	596.15	per month
7f. 2 Cubic Yard Bin	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total	
1 pick-up per week	45.31	8.00	53.31	64.95	-	118.26	per month
2 pick-ups per week	90.63	15.99	106.62	129.90	-	236.52	per month
3 pick-ups per week	135.94	23.99	159.93	194.85	-	354.78	per month
4 pick-ups per week	181.26	31.99	213.24	259.80	-	473.04	per month
5 pick-ups per week	226.57	39.98	266.55	324.75	-	591.30	per month
6 pick-up per week	271.88	47.98	319.86	389.70	-	709.56	per month

8. Commercial and Multi-Family Transformation Route Service

Rates for MSW Transformation Route shall include a processing component to remove recyclables before sending materials to a Transformation facility. Transformation will not be allowed unless directed by the City.

Ba. 35 Gallon Cart	Collection Component (88% Labor and 15% Fuel)			Processing acceptable beginning 1/1/2017		Residual Disposal	
	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
1 pick-up per week	34.88	6.16	41.03	-	2.65	-	43.69
2 pick-ups per week	69.76	12.31	82.07	-	5.30	-	87.37
3 pick-ups per week	104.64	18.47	123.10	-	7.96	-	131.06
4 pick-ups per week	139.51	24.62	164.13	-	10.61	-	174.74
5 pick-ups per week	174.39	30.78	205.17	-	13.26	-	218.43
6 pick-up per week	209.27	36.93	246.20	-	15.91	-	262.11
Bb. 65 Gallon Cart	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
1 pick-up per week	34.88	6.16	41.03	-	4.93	-	45.96
2 pick-ups per week	69.76	12.31	82.07	-	9.85	-	91.92
3 pick-ups per week	104.64	18.47	123.10	-	14.78	-	137.88

	4 pick-ups per week	139.51	24.62	164.13	-	19.70	-	183.84	per month
	5 pick-ups per week	174.39	30.78	205.17	-	24.63	-	229.80	per month
	6 pick-up per week	209.27	36.93	246.20	-	29.55	-	275.75	per month
8c.	95 Gallon Cart	Lebor	Fuel	Total Collector	SSC-MRF	Transformation	Disposal	Total	
	1 pick-up per week	34.88	6.16	41.03	-	7.20	-	48.23	per month
	2 pick-ups per week	69.76	12.31	82.07	-	14.40	-	96.46	per month
	3 pick-ups per week	104.64	18.47	123.10	-	21.60	-	144.70	per month
	4 pick-ups per week	139.51	24.62	164.13	-	28.79	-	192.93	per month
	5 pick-ups per week	174.39	30.78	205.17	-	35.99	-	241.16	per month
	6 pick-up per week	209.27	36.93	246.20	-	43.19	-	289.39	per month
8d.	1 Cubic Yard Bin (half of 2-yard split bin)	Lebor	Fuel	Total Collector	SSC-MRF	Transformation	Disposal	Total	
	1 pick-up per week	35.87	6.33	42.20	2.61	8.15	-	52.96	per month
	2 pick-ups per week	71.75	12.66	84.41	5.23	16.29	-	105.93	per month
	3 pick-ups per week	107.62	18.99	126.61	7.84	24.44	-	158.89	per month
	4 pick-ups per week	143.49	25.32	168.82	10.45	32.59	-	211.86	per month
	5 pick-ups per week	179.37	31.65	211.02	13.07	40.73	-	264.82	per month
	6 pick-up per week	215.24	37.98	253.23	15.68	48.88	-	317.79	per month
8e.	1.5 Cubic Yard Bin (half of 3-yard split bin)	Lebor	Fuel	Total Collector	SSC-MRF	Transformation	Disposal	Total	
	1 pick-up per week	35.87	6.33	42.20	3.92	12.22	-	58.34	per month
	2 pick-ups per week	71.75	12.66	84.41	7.84	24.44	-	116.69	per month
	3 pick-ups per week	107.62	18.99	126.61	11.76	36.66	-	175.03	per month
	4 pick-ups per week	143.49	25.32	168.82	15.68	48.88	-	233.38	per month
	5 pick-ups per week	179.37	31.65	211.02	19.60	61.10	-	291.72	per month
	6 pick-up per week	215.24	37.98	253.23	23.52	73.32	-	350.07	per month
8f.	2 Cubic Yard Bin	Lebor	Fuel	Total Collector	SSC-MRF	Transformation	Disposal	Total	
	1 pick-up per week	37.76	6.66	44.43	5.23	16.29	-	65.95	per month
	2 pick-ups per week	75.52	13.33	88.85	10.45	32.59	-	131.86	per month
	3 pick-ups per week	113.29	19.99	133.28	15.68	48.88	-	197.84	per month
	4 pick-ups per week	151.05	26.66	177.70	20.91	65.18	-	263.78	per month
	5 pick-ups per week	188.81	33.32	222.13	26.13	81.47	-	329.73	per month
	6 pick-up per week	226.57	39.98	266.55	31.36	97.76	-	395.67	per month
8g.	3 Cubic Yard Bin	Lebor	Fuel	Total Collector	SSC-MRF	Transformation	Disposal	Total	
	1 pick-up per week	47.82	8.44	56.26	7.84	24.44	-	88.54	per month
	2 pick-ups per week	71.73	12.66	84.39	15.68	48.88	-	148.95	per month
	3 pick-ups per week	119.55	21.10	140.65	23.52	73.32	-	237.50	per month
	4 pick-ups per week	167.38	29.54	196.92	31.36	97.76	-	326.04	per month
	5 pick-ups per week	215.20	37.98	253.18	39.20	122.20	-	414.58	per month
	6 pick-up per week	265.42	46.84	312.25	47.04	146.64	-	505.93	per month
8h.	4 Cubic Yard Bin	Lebor	Fuel	Total Collector	SSC-MRF	Transformation	Disposal	Total	
	1 pick-up per week	52.87	9.33	62.20	10.45	32.59	-	105.24	per month
	2 pick-ups per week	105.73	18.66	124.39	20.91	65.18	-	210.47	per month
	3 pick-ups per week	158.60	27.99	186.59	31.36	97.76	-	315.71	per month
	4 pick-ups per week	211.47	37.32	248.78	41.81	130.35	-	420.94	per month
	5 pick-ups per week	264.33	46.65	310.98	52.26	162.94	-	526.18	per month
	6 pick-up per week	317.20	55.98	373.18	62.72	195.53	-	631.42	per month
8i.	5 Cubic Yard Bin	Lebor	Fuel	Total Collector	SSC-MRF	Transformation	Disposal	Total	
	1 pick-up per week	66.95	11.81	78.77	15.68	48.88	-	143.33	per month

2 pick-ups per week	133.90	23.63	157.53	31.36	97.76	-	286.65	per month
3 pick-ups per week	200.85	35.44	236.30	47.04	146.64	-	429.98	per month
4 pick-ups per week	267.81	47.26	315.07	62.72	195.53	-	573.31	per month
5 pick-ups per week	334.76	59.07	393.83	78.39	244.41	-	716.63	per month
6 pick-up per week	401.71	70.89	472.60	94.07	293.29	-	859.95	per month

Note: In completing the rates for Sections 8-20, Proposers shall use the assumed weights for roll-off boxes and compactors listed in Table 1 following Proposal Form 12.

9. Permanent Compactor and Roll-Off Box Single-Material Recycling Service

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into diversion, providing free recycling is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

	Collection Component (85% Labor and 15% Fuel)			Processing	Residue Disposal	
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
9a. 3 Cu. Yd. Compactor						
On-call or Scheduled Service	57.39	10.13	67.51	47.95	-	115.46 per month
9b. 4 Cu. Yd. Compactor						
On-call or Scheduled Service	63.44	11.20	74.64	53.01	-	127.64 per month
9c. 6 Cu. Yd. Compactor						
On-call or Scheduled Service	80.34	14.18	94.52	67.13	-	161.65 per month
9d. 10 Cu. Yd. Compactor						
On-call or Scheduled Service	124.21	21.92	146.13	(23.56)	-	122.56 per month
9e. 20 Cu. Yd. Compactor						
On-call or Scheduled Service	124.21	21.92	146.13	(7.06)	-	139.06 per month
9f. 30 Cu. Yd. Compactor						
On-call or Scheduled Service	124.21	21.92	146.13	9.44	-	155.56 per month
9g. 40 Cu. Yd. Compactor						
On-call or Scheduled Service	124.21	21.92	146.13	58.94	-	205.06 per month
9h. 10 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	100.81	17.79	118.60	72.70	-	191.30 per month
9i. 20 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	100.81	17.79	118.60	(9.80)	-	108.80 per month
9j. 30 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	100.81	17.79	118.60	(1.55)	-	117.05 per month
9k. 40 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	100.81	17.79	118.60	39.70	-	158.30 per month

10. Permanent Compactor and Roll-Off Box Single Stream Recycling Service

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into diversion, providing free recycling is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

	Collection Component (85% Labor and 15% Fuel)			Processing	Residue Disposal	
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
10a. 3 Cu. Yd. Compactor						
On-call or Scheduled Service	57.39	10.13	67.51	47.95	-	115.46 per month
10b. 4 Cu. Yd. Compactor						
On-call or Scheduled Service	63.44	11.20	74.64	53.01	-	127.64 per month
10c. 6 Cu. Yd. Compactor						
On-call or Scheduled Service	80.34	14.18	94.52	67.13	-	161.65 per month

	On-call or Scheduled Service	80.34	14.18	94.52	67.13	-	161.65	per month
10d.	10 Cu. Yd. Compactor	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	On-call or Scheduled Service	124.21	21.92	146.13	(23.56)	-	122.56	per month
10e.	20 Cu. Yd. Compactor	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	On-call or Scheduled Service	124.21	21.92	146.13	(7.06)	-	139.06	per month
10f.	30 Cu. Yd. Compactor	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	On-call or Scheduled Service	124.21	21.92	146.13	9.44	-	155.56	per month
10g.	40 Cu. Yd. Compactor	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	On-call or Scheduled Service	124.21	21.92	146.13	58.94	-	205.06	per month
10h.	10 Cu. Yd. Roll Off Box	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	On-call or Scheduled Service	100.81	17.79	118.60	72.70	-	191.30	per month
10i.	20 Cu. Yd. Roll Off Box	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	On-call or Scheduled Service	100.81	17.79	118.60	(9.80)	-	108.80	per month
10j.	30 Cu. Yd. Roll Off Box	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	On-call or Scheduled Service	100.81	17.79	118.60	(1.55)	-	117.05	per month
10k.	40 Cu. Yd. Roll Off Box	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	On-call or Scheduled Service	100.81	17.79	118.60	39.70	-	158.30	per month

11. Permanent Compactor and Roll-Off Box for Direct Haul to Landfill Service

Materials collected on the MSW route may not be processed at a Source Separated Comparable Materials Recovery Facility (SSC-MRF) facility until January 1, 2017 or as directed by the City.

		Collection Component (87% Labor and 13% Fuel)			Disposal Component		
		Labor	Fuel	Total Collection	Disposal	Total	
11a.	3 Cu. Yd. Compactor						
	On-call or Scheduled Service	57.39	10.13	67.51	163.41	230.93	per month
11b.	4 Cu. Yd. Compactor						
	On-call or Scheduled Service	63.44	11.20	74.64	180.65	255.28	per month
11c.	6 Cu. Yd. Compactor						
	On-call or Scheduled Service	80.34	14.18	94.52	228.78	323.30	per month
11d.	10 Cu. Yd. Compactor						
	On-call or Scheduled Service	124.21	21.92	146.13	99.00	245.13	per month
11e.	20 Cu. Yd. Compactor						
	On-call or Scheduled Service	124.21	21.92	146.13	132.00	278.13	per month
11f.	30 Cu. Yd. Compactor						
	On-call or Scheduled Service	124.21	21.92	146.13	165.00	311.13	per month
11g.	40 Cu. Yd. Compactor						
	On-call or Scheduled Service	124.21	21.92	146.13	264.00	410.13	per month
11h.	10 Cu. Yd. Roll Off Box						
	On-call or Scheduled Service	100.81	17.79	118.60	264.00	382.60	per month
11i.	20 Cu. Yd. Roll Off Box						
	On-call or Scheduled Service	100.81	17.79	118.60	99.00	217.60	per month
11j.	30 Cu. Yd. Roll Off Box						
	On-call or Scheduled Service	100.81	17.79	118.60	115.50	234.10	per month

11k. 40 Cu. Yd. Roll Off Box	Labor	Fuel	Total Collection	Disposal	Total	
On-call or Scheduled Service	100.81	17.79	118.60	199.00	316.60	per month

12. Permanent Compactor and Roll-Off Box Source Separated Comparable Materials Recovery Facility (SSC-MRF) Processing Service

Rates for Source-separated Comparable Materials Recovery Facility (SSC-MRF) Route shall include a processing component. Single-Material Comparable Materials Recovery Facility (SSC-MRF) must obtain a diversion rate comparable to Source-Separated Recycling. Source-separated Comparable Materials Recovery Facility (SSC-MRF) will not be allowed until 1/1/2017 or until otherwise directed by the City.

	Collection Component (85% Labor and 15% Fuel)			Processing acceptable beginning 1/1/2017	Residual Disposal	
	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total
12a. 3 Cu. Yard Compactor	57.39	10.13	67.51	730.40	-	797.91 per month
12b. 4 Cu. Yd. Compactor	63.44	11.20	74.64	807.43	-	882.07 per month
12c. 6 Cu. Yd. Compactor	80.34	14.18	94.52	1,022.56	-	1,117.08 per month
12d. 10 Cu. Yd. Compactor	124.21	21.92	146.13	177.00	-	323.13 per month
12e. 20 Cu. Yd. Compactor	124.21	21.92	146.13	236.00	-	382.13 per month
12f. 30 Cu. Yd. Compactor	124.21	21.92	146.13	295.00	-	441.13 per month
12g. 40 Cu. Yd. Compactor	124.21	21.92	146.13	472.00	-	618.13 per month
12h. 10 Cu. Yd. Roll Off Box	100.81	17.79	118.60	472.00	-	590.60 per month
12i. 20 Cu. Yd. Roll Off Box	100.81	17.79	118.60	177.00	-	295.60 per month
12j. 30 Cu. Yd. Roll Off Box	100.81	17.79	118.60	206.50	-	325.10 per month
12k. 40 Cu. Yd. Roll Off Box	100.81	17.79	118.60	354.00	-	472.60 per month

13. Temporary Bin and Roll-Off Bin Single-Material Recycling Service - Including 2, 3, 4, and 6 yard Bin Service

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into diversion, providing free recycling is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
13a. 2 Cubic Yard Bin	127.50	22.50	150.00	(72.20)	-	77.81 per pull
Daily (Same day Service)	127.50	22.50	150.00	(72.20)	-	77.81 per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	(72.20)	-	77.81 per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	(72.20)	-	77.81 per pull
Other:	127.50	22.50	150.00	(72.20)	-	77.81 per pull
13b. 3 Cubic Yard Bin	127.50	22.50	150.00	(70.71)	-	79.29 per pull
Daily (Same day Service)	127.50	22.50	150.00	(70.71)	-	79.29 per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	(70.71)	-	79.29 per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	(70.71)	-	79.29 per pull

Other:	127.50	22.50	150.00	(70.71)	-	79.29	per pull
13c. 4 Cubic Yard Bin	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
Daily (Same day Service)	127.50	22.50	150.00	(69.23)	-	80.78	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	(69.23)	-	80.78	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	(69.23)	-	80.78	per pull
Other:	127.50	22.50	150.00	(69.23)	-	80.78	per pull
13d. 6 Cubic Yard Bin	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
Daily (Same day Service)	127.50	22.50	150.00	(66.42)	-	83.58	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	(66.42)	-	83.58	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	(66.42)	-	83.58	per pull
Other:	127.50	22.50	150.00	(66.42)	-	83.58	per pull
13e. 10 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	72.70	-	191.30	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	72.70	-	191.30	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	72.70	-	191.30	per pull
Other:	100.81	17.79	118.60	72.70	-	191.30	per pull
13f. 20 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	(9.80)	-	108.80	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	(9.80)	-	108.80	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	(9.80)	-	108.80	per pull
Other:	100.81	17.79	118.60	(9.80)	-	108.80	per pull
13g. 30 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	(1.55)	-	117.05	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	(1.55)	-	117.05	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	(1.55)	-	117.05	per pull
Other:	100.81	17.79	118.60	(1.55)	-	117.05	per pull
13h. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	39.70	-	158.30	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	39.70	-	158.30	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	39.70	-	158.30	per pull
Other:	100.81	17.79	118.60	39.70	-	158.30	per pull

14. Temporary Bin and Roll-Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Single Stream Recycling Service

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into diversion, providing free recycling is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	
	Labor	Fuel	Total Collector	Clean MRF	Disposal	
14a. 2 Cubic Yard Bin						
Daily (Same day Service)	127.50	22.50	150.00	(72.20)	-	77.81 per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	(72.20)	-	77.81 per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	(72.20)	-	77.81 per pull
Other:	127.50	22.50	150.00	(72.20)	-	77.81 per pull
14b. 3 Cubic Yard Bin	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total
Daily (Same day Service)	127.50	22.50	150.00	(70.71)	-	79.29 per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	(70.71)	-	79.29 per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	(70.71)	-	79.29 per pull
Other:	127.50	22.50	150.00	(70.71)	-	79.29 per pull

14c.	4 Cubic Yard Bin	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	Daily (Same day Service)	127.50	22.50	150.00	(69.23)	-	80.78	per pull
	Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	(69.23)	-	80.78	per pull
	Weekend (Fri. - Mon.)	127.50	22.50	150.00	(69.23)	-	80.78	per pull
	Other:	127.50	22.50	150.00	(69.23)	-	80.78	per pull
14d.	6 Cubic Yard Bin	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	Daily (Same day Service)	127.50	22.50	150.00	(66.42)	-	83.58	per pull
	Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	(66.42)	-	83.58	per pull
	Weekend (Fri. - Mon.)	127.50	22.50	150.00	(66.42)	-	83.58	per pull
	Other:	127.50	22.50	150.00	(66.42)	-	83.58	per pull
14e.	10 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	Daily (Same day Service)	100.81	17.79	118.60	72.70	-	191.30	per pull
	Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	72.70	-	191.30	per pull
	Weekend (Fri. - Mon.)	100.81	17.79	118.60	72.70	-	191.30	per pull
	Other:	100.81	17.79	118.60	72.70	-	191.30	per pull
14f.	20 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	Daily (Same day Service)	100.81	17.79	118.60	(9.80)	-	108.80	per pull
	Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	(9.80)	-	108.80	per pull
	Weekend (Fri. - Mon.)	100.81	17.79	118.60	(9.80)	-	108.80	per pull
	Other:	100.81	17.79	118.60	(9.80)	-	108.80	per pull
14g.	30 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	Daily (Same day Service)	100.81	17.79	118.60	(1.55)	-	117.05	per pull
	Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	(1.55)	-	117.05	per pull
	Weekend (Fri. - Mon.)	100.81	17.79	118.60	(1.55)	-	117.05	per pull
	Other:	100.81	17.79	118.60	(1.55)	-	117.05	per pull
14h.	40 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	Clean MRF	Disposal	Total	
	Daily (Same day Service)	100.81	17.79	118.60	39.70	-	158.30	per pull
	Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	39.70	-	158.30	per pull
	Weekend (Fri. - Mon.)	100.81	17.79	118.60	39.70	-	158.30	per pull
	Other:	100.81	17.79	118.60	39.70	-	158.30	per pull

15. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Source Separated Comparable Materials Recovery Facility (SSC-MRF) Service
Rates for Source-separated Comparable Materials Recovery Facility (SSC-MRF) Route shall include a processing component. Source Separated Comparable Materials Recovery Facility (SSC-MRF) must obtain a diversion rate comparable to Source-Separated Recycling. Source-separated Comparable Materials Recovery Facility (SSC-MRF) will not be allowed until 1/1/2017 or until otherwise directed by the City.

	Collection Component (85% Labor and 15% Fuel)			Processing acceptable beginning 1/1/2017	Residue Disposal		
	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
15a.	2 Cubic Yard Bin						
	Daily (Same day Service)	127.50	22.50	150.00	10.03	160.03	per pull
	Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	10.03	160.03	per pull
	Weekend (Fri. - Mon.)	127.50	22.50	150.00	10.03	160.03	per pull
	Other:	127.50	22.50	150.00	10.03	160.03	per pull
15b.	3 Cubic Yard Bin						
	Daily (Same day Service)	127.50	22.50	150.00	15.34	165.34	per pull
	Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	15.34	165.34	per pull
	Weekend (Fri. - Mon.)	127.50	22.50	150.00	15.34	165.34	per pull
	Other:	127.50	22.50	150.00	15.34	165.34	per pull
15c.	4 Cubic Yard Bin						
		Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total

Daily (Same day Service)	127.50	22.50	150.00	20.65	-	170.65	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	20.65	-	170.65	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	20.65	-	170.65	per pull
Other:	127.50	22.50	150.00	20.65	-	170.65	per pull
15d. 6 Cubic Yard Bin	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
Daily (Same day Service)	127.50	22.50	150.00	30.68	-	180.68	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	30.68	-	180.68	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	30.68	-	180.68	per pull
Other:	127.50	22.50	150.00	30.68	-	180.68	per pull
15e. 10 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	472.00	-	590.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	472.00	-	590.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	472.00	-	590.60	per pull
Other:	100.81	17.79	118.60	472.00	-	590.60	per pull
15f. 20 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	177.00	-	295.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	177.00	-	295.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	177.00	-	295.60	per pull
Other:	100.81	17.79	118.60	177.00	-	295.60	per pull
15g. 30 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	206.50	-	325.10	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	206.50	-	325.10	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	206.50	-	325.10	per pull
Other:	100.81	17.79	118.60	206.50	-	325.10	per pull
15h. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	SSC-MRF	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	354.00	-	472.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	354.00	-	472.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	354.00	-	472.60	per pull
Other:	100.81	17.79	118.60	354.00	-	472.60	per pull

16. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Direct to Landfill Service

Materials collected on the MSW route may not be processed at a Source Separated Comparable Materials Recovery Facility (SSC-MRF) facility until January 1, 2017 or as directed by the City.

	Collection Component (85% Labor and 15% Fuel)			Disposal Component		
	Labor	Fuel	Total Collection	Disposal	Total	
16a. 2 Cubic Yard Bin						
Daily (Same day Service)	127.50	22.50	150.00	5.61	155.61	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	5.61	155.61	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	5.61	155.61	per pull
Other:	127.50	22.50	150.00	5.61	155.61	per pull
16b. 3 Cubic Yard Bin						
Daily (Same day Service)	127.50	22.50	150.00	8.58	158.58	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	8.58	158.58	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	8.58	158.58	per pull
Other:	127.50	22.50	150.00	8.58	158.58	per pull
16c. 4 Cubic Yard Bin						
Daily (Same day Service)	127.50	22.50	150.00	11.55	161.55	per pull

Weekly (Mon - Following Mon.)	127.50	22.50	150.00	11.55	161.55	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	11.55	161.55	per pull
Other:	127.50	22.50	150.00	11.55	161.55	per pull
16d. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	127.50	22.50	150.00	17.16	167.16	per pull
Weekly (Mon - Following Mon.)	127.50	22.50	150.00	17.16	167.16	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	17.16	167.16	per pull
Other:	127.50	22.50	150.00	17.16	167.16	per pull
16e. 10 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	264.00	382.60	per pull
Weekly (Mon - Following Mon.)	100.81	17.79	118.60	264.00	382.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	264.00	382.60	per pull
Other:	100.81	17.79	118.60	264.00	382.60	per pull
16f. 20 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	99.00	217.60	per pull
Weekly (Mon - Following Mon.)	100.81	17.79	118.60	99.00	217.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	99.00	217.60	per pull
Other:	100.81	17.79	118.60	99.00	217.60	per pull
16g. 30 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	115.50	234.10	per pull
Weekly (Mon - Following Mon.)	100.81	17.79	118.60	115.50	234.10	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	115.50	234.10	per pull
Other:	100.81	17.79	118.60	115.50	234.10	per pull
16h. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	198.00	316.60	per pull
Weekly (Mon - Following Mon.)	100.81	17.79	118.60	198.00	316.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	198.00	316.60	per pull
Other:	100.81	17.79	118.60	198.00	316.60	per pull

17. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service Food Scraps - Windrow Composting

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into Diversion, providing free Diversion service is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for Food Scrap materials must be 50% lower than the rate proposed for collection of MSW materials.

	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	
	Labor	Fuel	Total Collection	Composting	Disposal	Total
17a. 2 Cubic Yard Bin						
Daily (Same day Service)	127.50	22.50	150.00	11.05	-	161.05 per pull
Weekly (Mon - Following Mon.)	127.50	22.50	150.00	11.05	-	161.05 per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	11.05	-	161.05 per pull
Other:	127.50	22.50	150.00	11.05	-	161.05 per pull
17b. 3 Cubic Yard Bin						
Daily (Same day Service)	127.50	22.50	150.00	16.90	-	166.90 per pull
Weekly (Mon - Following Mon.)	127.50	22.50	150.00	16.90	-	166.90 per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	16.90	-	166.90 per pull
Other:	127.50	22.50	150.00	16.90	-	166.90 per pull
17c. 4 Cubic Yard Bin						
Daily (Same day Service)	127.50	22.50	150.00	22.75	-	172.75 per pull
Weekly (Mon - Following Mon.)	127.50	22.50	150.00	22.75	-	172.75 per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	22.75	-	172.75 per pull

Other:	127.50	22.50	150.00	22.75	-	172.75	per pull
17d. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	Composting	Disposal	Total	
Daily (Same day Service)	127.50	22.50	150.00	33.80	-	183.80	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	33.80	-	183.80	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	33.80	-	183.80	per pull
Other:	127.50	22.50	150.00	33.80	-	183.80	per pull
17e. 10 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Composting	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	260.00	-	378.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	260.00	-	378.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	260.00	-	378.60	per pull
Other:	100.81	17.79	118.60	260.00	-	378.60	per pull
17f. 20 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Composting	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	195.00	-	313.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	195.00	-	313.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	195.00	-	313.60	per pull
Other:	100.81	17.79	118.60	195.00	-	313.60	per pull
17g. 30 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Composting	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	227.50	-	346.10	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	227.50	-	346.10	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	227.50	-	346.10	per pull
Other:	100.81	17.79	118.60	227.50	-	346.10	per pull
17h. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Composting	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	390.00	-	508.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	390.00	-	508.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	390.00	-	508.60	per pull
Other:	100.81	17.79	118.60	390.00	-	508.60	per pull

18. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service- Food Scraps - Anaerobic Digestion (AD)
The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into Diversion, providing free Diversion service is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for Food Scrap materials must be 50% lower than the rate proposed for collection of MSW materials.

	Collection Component (86% Labor and 14% Fuel)			Processing	Non-digestible Disposal	
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total
18a. 2 Cubic Yard Bin						
Daily (Same day Service)	127.50	22.50	150.00	12.75	-	162.75
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	12.75	-	162.75
Weekend (Fri. - Mon.)	127.50	22.50	150.00	12.75	-	162.75
Other:	127.50	22.50	150.00	12.75	-	162.75
18b. 3 Cubic Yard Bin	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total
Daily (Same day Service)	127.50	22.50	150.00	19.50	-	169.50
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	19.50	-	169.50
Weekend (Fri. - Mon.)	127.50	22.50	150.00	19.50	-	169.50
Other:	127.50	22.50	150.00	19.50	-	169.50
18c. 4 Cubic Yard Bin	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total
Daily (Same day Service)	127.50	22.50	150.00	26.25	-	176.25
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	26.25	-	176.25
Weekend (Fri. - Mon.)	127.50	22.50	150.00	26.25	-	176.25
Other:	127.50	22.50	150.00	26.25	-	176.25
18d. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total

Daily (Same day Service)	127.50	22.50	150.00	39.00	-	189.00	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	39.00	-	189.00	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	39.00	-	189.00	per pull
Other:	127.50	22.50	150.00	39.00	-	189.00	per pull

18e. **10 Cubic Yard Roll-Off**

	Labor	Fuel	Total Collector	Anaerobic Digestion	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	600.00	-	718.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	600.00	-	718.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	600.00	-	718.60	per pull
Other:	100.81	17.79	118.60	600.00	-	718.60	per pull

18f. **20 Cubic Yard Roll-Off**

	Labor	Fuel	Total Collector	Anaerobic Digestion	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	225.00	-	343.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	225.00	-	343.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	225.00	-	343.60	per pull
Other:	100.81	17.79	118.60	225.00	-	343.60	per pull

18g. **30 Cubic Yard Roll-Off**

	Labor	Fuel	Total Collector	Anaerobic Digestion	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	262.50	-	381.10	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	262.50	-	381.10	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	262.50	-	381.10	per pull
Other:	100.81	17.79	118.60	262.50	-	381.10	per pull

18h. **40 Cubic Yard Roll-Off**

	Labor	Fuel	Total Collector	Anaerobic Digestion	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	450.00	-	568.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	450.00	-	568.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	450.00	-	568.60	per pull
Other:	100.81	17.79	118.60	450.00	-	568.60	per pull

19. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service- Transformation Route Service City.

19a. **2 Cubic Yard Bin**

	Collection Component (85% Labor and 15% Fuel)			Processing acceptable beginning 1/1/2017		Residual Disposal		
	Labor	Fuel	Total Collector	SSC-MRF	Transformer	Disposal	Total	
Daily (Same day Service)	127.50	22.50	150.00	-	11.90	-	161.90	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	-	11.90	-	161.90	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	-	11.90	-	161.90	per pull
Other:	127.50	22.50	150.00	-	11.90	-	161.90	per pull

19b. **3 Cubic Yard Bin**

	Labor	Fuel	Total Collector	SSC-MRF	Transformer	Disposal	Total	
Daily (Same day Service)	127.50	22.50	150.00	-	18.20	-	168.20	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	-	18.20	-	168.20	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	-	18.20	-	168.20	per pull
Other:	127.50	22.50	150.00	-	18.20	-	168.20	per pull

19c. **4 Cubic Yard Bin**

	Labor	Fuel	Total Collector	SSC-MRF	Transformer	Disposal	Total	
Daily (Same day Service)	127.50	22.50	150.00	-	24.50	-	174.50	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	-	24.50	-	174.50	per pull
Weekend (Fri. - Mon.)	127.50	22.50	150.00	-	24.50	-	174.50	per pull
Other:	127.50	22.50	150.00	-	24.50	-	174.50	per pull

19d. **6 Cubic Yard Bin**

	Labor	Fuel	Total Collector	SSC-MRF	Transformer	Disposal	Total	
Daily (Same day Service)	127.50	22.50	150.00	-	36.40	-	186.40	per pull
Weekly (Mon. - Following Mon.)	127.50	22.50	150.00	-	36.40	-	186.40	per pull

Weekend (Fri. - Mon.)	127.50	22.50	150.00	-	38.40	-	188.40	per pull
Other:	127.50	22.50	150.00	-	38.40	-	188.40	per pull
19e. 10 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	SSC-MRF	Transformer	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	-	280.00	-	398.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	-	280.00	-	398.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	-	280.00	-	398.60	per pull
Other:	100.81	17.79	118.60	-	280.00	-	398.60	per pull
19f. 20 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	SSC-MRF	Transformer	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	-	210.00	-	328.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	-	210.00	-	328.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	-	210.00	-	328.60	per pull
Other:	100.81	17.79	118.60	-	210.00	-	328.60	per pull
19g. 30 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	SSC-MRF	Transformer	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	-	245.00	-	363.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	-	245.00	-	363.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	-	245.00	-	363.60	per pull
Other:	100.81	17.79	118.60	-	245.00	-	363.60	per pull
19h. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collector	SSC-MRF	Transformer	Disposal	Total	
Daily (Same day Service)	100.81	17.79	118.60	-	560.00	-	678.60	per pull
Weekly (Mon. - Following Mon.)	100.81	17.79	118.60	-	560.00	-	678.60	per pull
Weekend (Fri. - Mon.)	100.81	17.79	118.60	-	560.00	-	678.60	per pull
Other:	100.81	17.79	118.60	-	560.00	-	678.60	per pull

20. Special Event Service - Single-Material Recyclables Collection

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into diversion, providing free recycling is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	Total	
	Labor	Fuel	Total Collector	Clean MRF	Disposal		
20a. 35 gallon cart	21.25	3.75	25.00	(11.87)		13.13	per container
20b. 65 gallon cart	21.25	3.75	25.00	(11.34)		13.66	per container
20c. 95 gallon cart	21.25	3.75	25.00	(10.80)		14.20	per container
20d. 2 Cu. Yard Bin	127.50	22.50	150.00	(72.20)		77.81	per container
20e. 3 Cu. Yard Bin	127.50	22.50	150.00	(70.71)		79.29	per container
20f. 4 Cu. Yard Bin	127.50	22.50	150.00	(69.23)		80.78	per container
20g. 6 Cu. Yard Bin	127.50	22.50	150.00	(66.42)		83.58	per container
20h. 10 Cu. Yd. Roll-off	100.81	17.79	118.60	72.70		191.30	per pull
20i. 20 Cu. Yd. Roll-off	100.81	17.79	118.60	(26.30)		92.30	per pull
20j. 30 Cu. Yd. Roll-off	100.81	17.79	118.60	(1.55)		117.05	per pull
20k. 40 Cu. Yd. Roll-off	100.81	21.92	122.73	35.57		158.30	per pull
20l. 20 Cu. Yd. Compactor	124.21	21.92	146.13	(7.06)		139.06	per pull
20m. 40 Cu. Yd. Compactor	124.21	21.92	146.13	58.94		205.06	per pull

21. Special Event Service - Single Stream Recyclables Collection

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into diversion, providing free recycling is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	Total	
	Labor	Fuel	Total Collector	Clean MRF	Disposal		
21a. 35 gallon cart	21.25	3.75	25.00	(11.87)		13.13	per container
21b. 65 gallon cart	21.25	3.75	25.00	(11.34)		13.66	per container

21c.	95 gallon cart	21.25	3.75	25.00	(10.80)	14.20	per container
21d.	2 Cu. Yard Bin	127.50	22.50	150.00	(72.20)	77.81	per container
21e.	3 Cu. Yard Bin	127.50	22.50	150.00	(70.71)	79.29	per container
21f.	4 Cu. Yard Bin	127.50	22.50	150.00	(69.23)	80.78	per container
21g.	6 Cu. Yard Bin	127.50	22.50	150.00	(66.42)	83.58	per container
21h.	10 Cu. Yd. Roll-off	100.81	17.79	118.60	72.70	191.30	per pull
21i.	20 Cu. Yd. Roll-off	100.81	17.79	118.60	(28.30)	92.30	per pull
21j.	30 Cu. Yd. Roll-off	100.81	17.79	118.60	(1.55)	117.05	per pull
21k.	40 Cu. Yd. Roll-off	100.81	21.92	122.73	35.57	158.30	per pull
21l.	20 Cu. Yd. Compactor	124.21	21.92	146.13	(7.06)	139.06	per pull
21m.	40 Cu. Yd. Compactor	124.21	21.92	146.13	58.94	205.06	per pull

22. Special Event Service - Direct to Landfill Service

Materials collected on the MSW route may not be processed at a Source Separated Comparable Materials Recovery Facility (SSC-MRF) facility until January 1, 2017 or as directed by the City.

	Collection Component (85% Labor and 15% Fuel)			Disposal Component			
	Labor	Fuel	Total Collection	Disposal	Total		
22a.	35 gallon cart	21.25	3.75	25.00	1.25	26.25	per container
22b.	65 gallon cart	21.25	3.75	25.00	2.32	27.32	per container
22c.	95 gallon cart	21.25	3.75	25.00	3.39	28.39	per container
22d.	2 Cu. Yard Bin	127.50	22.50	150.00	5.61	155.61	per container
22e.	3 Cu. Yard Bin	127.50	22.50	150.00	8.58	158.58	per container
22f.	4 Cu. Yard Bin	127.50	22.50	150.00	11.55	161.55	per container
22g.	6 Cu. Yard Bin	127.50	22.50	150.00	17.16	167.16	per container
22h.	10 Cu. Yd. Roll-off	100.81	17.79	118.60	264.00	382.60	per pull
22i.	20 Cu. Yd. Roll-off	100.81	17.79	118.60	66.00	184.60	per pull
22k.	30 Cu. Yd. Roll-off	100.81	17.79	118.60	115.50	234.10	per pull
22l.	40 Cu. Yd. Roll-off	100.81	17.79	118.60	198.00	316.60	per pull
22m.	20 Cu. Yd. Compactor	124.21	21.92	146.13	132.00	278.13	per pull
22n.	40 Cu. Yd. Compactor	124.21	21.92	146.13	264.00	410.13	per pull

23. Special Event Service - Source Separated Comparable Materials Recovery Facility (SSC-MRF) Collection Service

Rates for Source-separated Comparable Materials Recovery Facility (SSC-MRF) Route shall include a processing component. Source Separated Comparable Materials Recovery Facility (SSC-MRF) must obtain a diversion rate comparable to Source-Separated Recycling. Source-separated Comparable Materials Recovery Facility (SSC-MRF) will not be allowed until 1/1/2017 or until otherwise directed by the City.

	Collection Component (85% Labor and 15% Fuel)			Processing acceptable 1/1/2017	Residual Disposal			
	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total		
23a.	35 gallon cart	21.25	3.75	25.00	2.24	-	27.24	per container
23b.	65 gallon cart	21.25	3.75	25.00	4.15	-	29.15	per container
23c.	95 gallon cart	21.25	3.75	25.00	6.07	-	31.07	per container
23d.	2 Cu. Yard Bin	127.50	22.50	150.00	10.03	-	160.03	per container
23e.	3 Cu. Yard Bin	127.50	22.50	150.00	15.34	-	165.34	per container
23f.	4 Cu. Yard Bin	127.50	22.50	150.00	20.65	-	170.65	per container
23g.	6 Cu. Yard Bin	127.50	22.50	150.00	30.68	-	180.68	per container
23h.	10 Cu. Yd. Roll-off	100.81	17.79	118.60	472.00	-	590.60	per pull
23i.	20 Cu. Yd. Roll-off	100.81	17.79	118.60	118.00	-	236.60	per pull
23j.	30 Cu. Yd. Roll-off	100.81	17.79	118.60	206.50	-	325.10	per pull
23k.	40 Cu. Yd. Roll-off	100.81	17.79	118.60	354.00	-	472.60	per pull
23l.	20 Cu. Yd. Compactor	124.21	21.92	146.13	236.00	-	382.13	per pull
23m.	40 Cu. Yd. Compactor	124.21	21.92	146.13	472.00	-	618.13	per pull

24. Special Event Service - Windrow Composting Service

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into Diversion, providing free Diversion service is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for Food Scrap materials must be 50% lower than the rate proposed for collection of MSW materials.

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal		
	Labor	Fuel	Total Collection	Composting	Disposal	Total		
24a. 35 gallon cart	21.25	3.75	25.00	2.46		27.46	per container	
24b. 65 gallon cart	21.25	3.75	25.00	4.57		29.57	per container	
24c. 95 gallon cart	21.25	3.75	25.00	6.68		31.68	per container	
24d. 2 Cu. Yard Bin	127.50	22.50	150.00	11.05		161.05	per container	
24e. 3 Cu. Yard Bin	127.50	22.50	150.00	16.90		166.90	per container	
24f. 4 Cu. Yard Bin	127.50	22.50	150.00	22.75		172.75	per container	
24g. 6 Cu. Yard Bin	127.50	22.50	150.00	33.80		183.80	per container	
24h. 10 Cu. Yd. Roll-off	100.81	17.79	118.60	520.00		638.60	per pull	
24i. 20 Cu. Yd. Roll-off	100.81	17.79	118.60	130.00		248.60	per pull	
24j. 30 Cu. Yd. Roll-off	100.81	17.79	118.60	227.50		346.10	per pull	
24k. 40 Cu. Yd. Roll-off	100.81	17.79	118.60	390.00		508.60	per pull	
24l. 20 Cu. Yd. Compactor	124.21	21.92	146.13	260.00		406.13	per pull	
24m. 40 Cu. Yd. Compactor	124.21	21.92	146.13	520.00		666.13	per pull	

25. Special Event Service - AD Anaerobic Digestion (AD) Service

The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into Diversion, providing free Diversion service is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for Food Scrap materials must be 50% lower than the rate proposed for collection of MSW materials.

	Collection Component (85% Labor and 15% Fuel)			Processing		Non-digestate Disposal		
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total		
25a. 35 gallon cart	21.25	3.75	25.00	2.84		27.84	per container	
25b. 65 gallon cart	21.25	3.75	25.00	5.28		30.28	per container	
25c. 95 gallon cart	21.25	3.75	25.00	7.71		32.71	per container	
25d. 2 Cu. Yard Bin	127.50	22.50	150.00	12.75		162.75	per container	
25e. 3 Cu. Yard Bin	127.50	22.50	150.00	19.50		169.50	per container	
25f. 4 Cu. Yard Bin	127.50	22.50	150.00	26.25		176.25	per container	
25g. 6 Cu. Yard Bin	127.50	22.50	150.00	39.00		189.00	per container	
25h. 10 Cu. Yd. Roll-off	100.81	17.79	118.60	600.00		718.60	per pull	
25i. 20 Cu. Yd. Roll-off	100.81	17.79	118.60	150.00		268.60	per pull	
25j. 30 Cu. Yd. Roll-off	100.81	17.79	118.60	262.50		381.10	per pull	
25k. 40 Cu. Yd. Roll-off	100.81	17.79	118.60	450.00		568.60	per pull	
25l. 20 Cu. Yd. Compactor	124.21	21.92	146.13	300.00		446.13	per pull	
25m. 40 Cu. Yd. Compactor	124.21	21.92	146.13	600.00		746.13	per pull	

26. Emergency Service

	Collection Component (85% Labor and 15% Fuel)			Disposal Component		
	Labor	Fuel	Total Collection	Disposal	Total	
26a. 3 Cu. Yard Bin	255.00	45.00	300.00	8.58	308.58	per container
26b. 4 Cu. Yard Bin	255.00	45.00	300.00	11.55	311.55	per container
26c. 6 Cu. Yard Bin	255.00	45.00	300.00	17.16	317.16	per container
26d. 10 Cu. Yard Roll-off	201.62	35.58	237.20	284.00	501.20	per pull
26e. 20 Cu. Yard Roll-off	201.62	35.58	237.20	66.00	303.20	per pull
26f. 30 Cu. Yard Roll-off	201.62	35.58	237.20	115.50	352.70	per pull
26g. 40 Cu. Yard Roll-off	201.62	35.58	237.20	198.00	435.20	per pull

27 Other Services

	Total	
27a. Residential Bulky Goods Collection Service (4 items per pick-up)	45.00	per pick-up
27b. Commercial Bulky Goods Collection Service (4 items per pick-up)	75.00	per pick-up
27c. Residential/Commercial Bulky Good Collection for items containing Freon	25.00	per item
27d. Residential Electronic Waste Collection	25.00	per item

27e. Residential U-Waste Collection	<u>45.00</u>	per 5 items
27f. Commercial Electronic Waste Collection	<u>35.00</u>	per item
27g. Commercial U-Waste Collection	<u>75.00</u>	per 5 items
27h. Clean-up of Illegal Dumping	<u>45.00</u>	per incident
27i. Repair and Maintenance of Compactor	<u>300.00</u>	per service
27j. Bin Cleaning Service	<u>50.00</u>	per Bin
27k. Cart Replacement	<u>65.00</u>	per Cart
27l. Commercial Bin Wheel-Out Service (25' - 50')	<u>15.00</u>	per month
27m Commercial Bin Wheel-Out Service (51' - 75')	<u>45.00</u>	per month
27n. Cost per Community Household Hazardous Waste Event	<u>20,000.00</u>	per event
27o. Residential Backyard Wheel-Out Service for Customers	<u>20.00</u>	per month
<u>The Following Services will be provided to a Customer free of charge.</u>		
27p. Commercial Bin Wheel-Out Service for a distance less than 25 feet.	<u>\$0</u>	per month
27q. Bin Locking Lids	<u>\$0</u>	per month



**October 4, 2013 Addendum 3
PROPOSAL FORM 26**

**PROPOSED COSTS FOR COLLECTION AND DISPOSAL OF MSW FROM CITY BUS
STOPS AND BUS SHELTERS**

Proposed annual cost in 2014 dollars, to perform weekly MSW Collection and Disposal services at the City's 44 bus shelter locations and 45 bus bench locations.

As noted: the City may elect to include this service as part of the Contractor's duties or may decide not to have the service provided.

Annual Cost \$ 30,000 (2014 Dollars)



**PROPOSAL EVALUATION PROCESS
QUESTION SET #1 TO CONTRACTOR
CONTRACTOR'S RESPONSE TO QUESTION SET #1
QUESTION SET #2 TO CONTRACTOR
CONTRACTOR'S RESPONSE TO QUESTION SET #2
QUESTION SET #3 TO CONTRACTOR
CONTRACTOR'S RESPONSE TO QUESTION SET #3**

**CITY OF LAKE FOREST
RFP PROCESS
QUESTION SET #1 TO CR&R**

1. How will re-fueling of the alternative fuel vehicles (CNG and clean diesel) be accomplished? Where is the fueling station(s)?
2. With regard to Proposal Form #4 please provide the specific capacity in tons per day and tons per year that CR&R would guarantee to the City of Lake Forest.
3. With regard to Proposal Form #5 please provide the name of the Manager of CRT. What is the capacity (in tons per day) that CR&R would guarantee to the City of Lake Forest over and above the capacity that is already committed to CR&R's franchise customers and any other customers? What percent is this of the total permitted capacity?
4. With regard to Proposal Form #6, please provide a contract signed by both CR&R and TVI that guarantees the capacity described for the City of Lake Forest in tons per day and tons per year and that lists the price and CPI arrangements. (A letter agreement will suffice if it is dated and signed by both parties.)
5. With regard to Proposal Form #7, please provide the remaining contact information for Pete Townsend including telephone number and e-mail address, and confirm his mailing address.
6. For the Victor Valley Regional Composting Facility please provide a contract signed by both CR&R and American Organics that guarantees the capacity described for the City of Lake Forest in tons per day and tons per year and that lists the price and CPI arrangements, plus the operating hours, and all the other operating parameters included in the letter from Pete Townsend on page 24 of the proposal. (A letter agreement will suffice if it is dated and signed by both parties.)
7. With regard to Proposal Form 8, please provide the list of jurisdictions currently using the facility as well as a list of materials that can be processed at the facility. Please also provide the average diversion rate for the facility.
8. With regard to Proposal Form 10, please provide the minimal needed lead time to procure the fleet necessary to service the City of Lake Forest starting on May 1, 2014.
9. With regard to Proposal Form 13, please provide the estimated diversion rate for organics processing facilities used by CR&R. (These are the 7000 series PARIS Codes.)
10. With regard to Proposal Form 14, is CR&R proposing to include street sweeping services? Are these services already included in the rates submitted in the proposal? Or was street sweeping mentioned as a possible service to be added?

11. With regard to Proposal Form 15, which of the references included by CR&R have a population comparable to the City of Lake Forest (75,000 or more inhabitants)?
12. With regard to Proposal Form 15, please provide telephone numbers, email addresses, and physical addresses for the school districts and jurisdictions serviced by CR&R on page 56 of the proposal.
13. With regard to Proposal Form 16, please provide more detail about the role that Mr. David Ross will play in providing the services required by the Franchise Agreement.
14. With regard to Proposal Form 17, please identify the individual who has overall responsibility for the project and who will serve as the Proposer's representative to the City.
15. With regard to Proposal Form 20, please provide substitute language for each of the contract sections to which CR&R took exception.
16. With regard to Proposal Form 24, please explain how these cost saving innovations are passed on to the ratepayer.

Response to the City of Lake Forest RFP Process Questions Set #1 to CR&R

Dated October 31, 2013

1. Fueling Question. All CNG vehicles will be fueled at the CR&R owned fueling station at 7571.Lampson Avenue in Garden Grove. If the main fueling station located in Garden Grove is unavailable, all drivers have access to Clean Energy fueling stations located throughout the County which can be used if necessary. Clean diesel fuel is provided from the CR&R owned fueling depot at 11292 Western Avenue in Stanton.
2. Form 4. As noted in Form #13, we anticipate approximately 13,000 tons per year of source separated materials (based upon current and our 6-month projections). As such, CR&R will guarantee 17,000 tons per year capacity or 65 tons per day of processing.
3. Form 5. CRT's Manager is Joe Zavala.
CRT permitted capacity is 2,475 tons per day.
Committed tonnage to our franchised customers is approximately 1,400 tons per day.
Guarantee to Lake Forest is 26,000 tons per year or 100 tons per day (3% of total). As noted in our Form 5, the South County MRF has significant excess capacity for Multi-family residential, select Commercial, Green Waste, and C&D processing. Although not requested, CR&R will guarantee capacity between the two facilities in order to meet the City's current and future needs.
4. Form 6. See Attached
5. Form 7. See Attached
6. See attached letter agreement.
7. Form 8. San Clemente, San Juan Capistrano, Dana Point, Rancho Santa Margarita, Aliso Viejo, Newport Beach, Laguna Niguel and the County of Orange. Materials processed as noted on Form 8 are C&D loads, Organics, Multi-family residential, and select Commercial loads. We characterize loads by waste stream and by type, so we do not have an average facility diversion rate. Diversion will range from 100% to 45%.
8. The answer to this question depends on when the City of Lake Forest can sign the Agreement. For example, if the Agreement is signed on December 4, 2013 (before closing of manufacturing facilities for the holiday), we will be able to receive vehicles by the last week of March or first week of April. Final preparation of vehicles only takes CR&R about one week. If a contract is not awarded until after the holidays, a delivery date of May 1, 2014 could still be accomplished, however in either event, CR&R has

spare non-compliant vehicles usable for the City of Lake Forest for up to 90 days subject to receiving appropriate approvals from AQMD.

9. Form 13. The diversion listed on Form 13 is net of contaminates. The only question would be green waste and food scraps with green waste. Our observations of green waste delivered to TVI from the current service provider illustrate no contamination. With adequate outreach, we do not anticipate any measurable contamination with new food scrap programs. Contaminates in the green waste would be handled by TVI and any contamination in the combination of green waste and foods scraps would be handled by CRT prior to shipment for composting at American Organics or AD.
10. Form 14. CR&R suggests that the City of Lake Forest consider the inclusion of Street Sweeping Services in the new Solid Waste Collection Franchise. As noted in Form 14, this service option has become popular in many cities thereby allowing this cost to be paid for through user fees and not from the City's General Fund. The cost for this service is not included in CR&R's proposal. Other benefits of combining this service are noted on page 49 of the CR&R Proposal.
11. Form 15. Costa Mesa, Irvine, Newport Beach, Orange, Riverside, San Clemente, Santa Fe Springs, Long Beach, Bellflower, and Temecula.
12. Form 15.

School Districts serviced by CR&R:

Orange Unified School District
726 West Collins Avenue
Orange, CA 92867
Lori Davis, Manager
714.628.4440
ldavis@orangeusd.org

Rancho Santiago Community College District
2323 North Broadway, Suite 109
Santa Ana, CA 92706-1640
Tracey Conner-Crabbe, Director of Purchasing Services
714.480.7371
conner_tracey@rsccd.edu

Saddleback College
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
Brandye K. D'Kene, Director Facilities Planning and Purchasing

949.582.2850
www.socccd.edu

Brawley Elementary School District
261 "D" Street
Brawley, CA 92227
760.344.8686 ext. 1056
Sylvia Suarez, Maintenance Transportation Clerk
ssuarez@besd.org

McCabe Unified School District
701 W. McCabe Rd.
El Centro, CA 92225
Amanda Brook, Superintendent
760.335.5200
Email is not available

Holtville Unified School District
621 E. 6th Street
Holtville, CA 92250
John-Paul Wells, Chief Business Official
760.356.2974, ext. 8
jpwells@holtville.k12.ca.us

Meadows Union Elementary School District
2059 Bowker Rd.
El Centro, CA 92243
Carmen, Accounts Payable
760.352.7512, ext 2297
Email address is not available

Jurisdictions serviced by CR&R

City of Buena Park
C/O Edco Waste & Recycling Services
6670 Federal Blvd.
Lemon Grove, CA 91945
Steve South, President
619.287.3532
ssouth@edcodisposal.com

City of Lakewood
5050 N. Clark Avenue
Lakewood, CA 90712
Lisa Ann Rapp, Director of Public Works
562.866.9771, ext. 2500
lrapp@lakewoodcity.org

City of Newport Beach
3300 Newport Blvd.
Newport Beach, CA
Mark Harmon, GS Director
949.644.3055
mharmon@city.newport-beach.ca.us

13. Form 16. Mr. David Ross has been retained by CR&R based upon his historical knowledge and understanding of the City of Lake Forest as well as his appreciation of almost every business and residential neighborhood within the City. Mr. Ross has lived in the City of Lake Forest for over 32 years, been directly involved and responsible with the incumbent service company in servicing the City, and appreciates the business and political climate in the City. Our intention is to utilize Mr. Ross in the Proposal process, the transition of service providers, and the start up of new services. As this process matures, Mr. Ross will work directly with Mr. Dean Ruffridge and Ms. Chrystal Denning in setting up commercial/business visits to encourage on-site recycling. Establishing the parameters of the two full time recycling coordinators will directly involve Mr. Ruffridge and Ms. Denning. In addition, Ms. Denning will be the direct supervisor of the full time recycling coordinators, arrange for all reporting for the City per the contract terms. Ms. Maria Lazaruk will continue as the Manager of all Recycling and Community Relations within Orange County and have the experience and knowledge of Ms. Denning in assuring that the City of Lake Forest's transition is seamless and all contractual obligations are achieved. All noted employees will report to and be coordinated by Mr. Ruffridge.

14. Form 17. Dean Ruffridge

15. Form 20. Substitutive language for each exception taken

Section 3.9 of Attachment B Scope of Work suggested language:

"...Processing operations; allowing site visits during regular hours of operation, access to all Collection, transport, and materials processing operations, responding in a timely manner to questions and requests for data and information; and making Contractor's personnel available to respond to questions from the City. Any site visit must be requested at least 24 hours in advance through the Company's City liaison. All requests will be allowed by Company unless there can be determined to be a safety issue for

visitors or employees of the facility; as an example, when a visit may be interrupting construction or some unique situation beyond the control of the operator.”

9.04 Of the Franchise Agreement:

Second sentence of first paragraph: ... “In connection therewith, the City shall have the opportunity to enter any of Contractor’s facilities, observe operations, and ask questions to the City liaison. In no manner shall photographs or any type of electronic media be allowed or taken without the specific written consent of the Facility Manager. Guests will not disrupt any personnel without the specific approval of the Facility Manager. (The remainder of that paragraph shall be eliminated.) In addition, CR&R will not disclose any social security number of any employee without the written consent of that employee. (Paragraph 3)

(Please see page 62 of the Proposal for additional language).

7.04. C. In the fourth sentence simply change the “twenty-four (24)” to “forty-eight (48)”

16. Form 24. How Cost saving innovations are passed on to the ratepayer

Innovations in Operations: CR&R continually reviews new technology in order to generate cost saving techniques and new collection equipment. Due to limits with annual rate adjusting in most contracts, CR&R continually investigates areas within Operations affecting our costs, either with equipment replacement or processing techniques, or processing locations. Due to CR&R’s investments in Orange County, having both north and south county operations and processing centers, we are the only firm available to operate and redirect vehicles when there are traffic issues or natural disasters; thereby delivering the highest quality of service to our Orange County customers.

The SMART system for our vehicles not only assists with customer issues, but provides continual training of our drivers and review of safety procedures thereby providing for one of the lowest insurance MOD factors of any company in Southern California. This system reduces our field supervision in that we continually monitor operations in real time.

Residential Cart standardized colors assists CR&R in ordering, stocking, and providing a sufficient number of carts for all our customers, and not simply for a special color combination for a particular city. Ever being out of stock on replacement carts is not an issue.

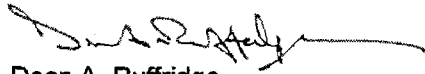
CR&R provides for HHW collections in-house without the use of a third party, thereby reducing costs.

The 2-cart system is the future of Orange County collections and we recommend that the City of Lake Forest pursue this option at this time.

Food Scrap processing at an Anaerobic Digestion Facility is the future for processing of organics. The process produces energy, eliminates the emission of gases to the atmosphere, and provides a final by-product having direct benefits as a soil amendment (no added composting is needed). This process far exceeds the environmental benefits of simply composting the material.

Our Recycling Coordinators will be incentivized to perform per the specifications of our Proposal. Their company provided vehicles will be a daily reminder to all within the City of Lake Forest of the need to recycle.

Should the City have any further questions, please feel free to contact me at any time.



Dean A. Ruffridge

AMERICAN ORGANICS
CORPORATION

Thursday, October 31, 13

Dean Ruffridge, Senior Vice President
CR&R Incorporated
11292 Western Avenue
Stanton, CA 90680

Subject: Composting Commitment for the City of Lake Forest

Dear Mr. Ruffridge,

American Organics is committed to provide CR&R Incorporated with recycling for all your organic food waste projected to be collected from within the City of Lake Forest. This commitment is based on the volume assumptions of 100/tons daily or 26,000 tons per year. We will increase this tonnage amount subject to your needs in the future due to our unused facility capacity. This material will be processed at our Material Recovery Facility and composting operations located in Victorville, California.

Our facility is open Monday-Friday from 7AM-4PM and on Saturday's from 7AM-3:30PM. American Organics has a maximum total capacity of 4,200/tons weekly (218,400 per year.) Our facility uses loaders to push the organic material into windrows to allow for natural occurring composting. The amount of trash that is removed from current CR&R operations is less than 01%, giving us a 99%+ recycling rate. Our compost material is OMRI Listed® (Organic Materials Review Institute) and approved to be used on "operations that are certified organic under the USDA National Organic Program." The finished product is sold locally to farmers, landscapers, farmers and homeowners.

Current pricing for materials delivered by CR&R is \$30.00 per ton. We have not established an annual rate adjustment, but will inform CR&R at least 30 days prior to a processing rate adjustment. American Organics along with CR&R Incorporated is closing the loop and replenishing the earth with nutrient rich compost!

Sincerely,

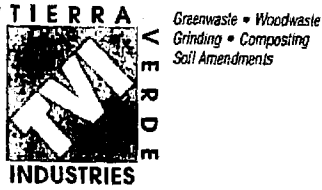


Pete Townsend
General Manager
20055 Shay Rd.
Victorville, CA 92394
Office: (760) 246-7946
ptownsend@athensservices.com

Acknowledgement,



Dean Ruffridge
Senior Vice President
CR&R Incorporated



October 30, 2013

Dean Ruffridge, SVP
C.R.&R., Inc.
11292 Western Ave.
Stanton, CA 90680

RE: Letter of Agreement Related to City of Lake Forest Greenwaste Processing

Dear Dean:

This Letter of Agreement is to set forth minimum basic terms for a non-exclusive pricing arrangement between Tierra Verde Industries ("TVI") and C.R.&R., Inc. ("CR&R") for City of Lake Forest greenwaste processing.

The following represents basic terms required under this Letter of Agreement:

Term: This Agreement will be in effect during the Initial term and any subsequent extension terms of the contract between CR&R and the City of Lake Forest.

Capacity: The TVI Ecocentre at the Great Park has a permitted capacity of 3,000 tons per day, every day of the year. Anticipated annual tonnage related to the City of Lake Forest contract ranges from 7,000-8,000 tons. This equates to a daily range of 26-31 tons per day. TVI guarantees capacity at the Ecocentre for this tonnage.

Price Per Ton: \$31.25 per ton

CPI Terms: The rates will be adjusted each May 1 during the term of this Agreement, beginning May 1, 2015, by an amount equal to one-hundred percent (100%) of any increase in the Consumer Price Index for All Urban Consumers, All Items (Base Year 1982-84=100) for the Los Angeles-Riverside-Orange County area, published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") for the most recent April 1 - March 31 annual period preceding the adjustment date. The adjusted rate will become the new rate for consideration of future annual adjustments. The rate may not be decreased at any time due to a decline in the CPI.

If the foregoing reflects our mutual understandings and acknowledgements, please sign and date below.

Dean Ruffridge 10/31/13 Kris Kazarian 10/30/13
Dean Ruffridge, SVP Date Kris Kazarian, VP Date

TIERRA VERDE INDUSTRIES

Mailing Address: P.O. Box 278 • Irvine, CA 92650-0278
(949) 551-0363 • (949) 551-1532 Fax

CR&R Question Set 2

1. Re: Q9. Does CR&R plan on screening organics at its transfer station before they are hauled to American Organics? Please provide the cost per ton to process organics for both windrow composting and anaerobic digestion processing methods. Breakout the collection cost/ton + the transportation cost/ton + the processing cost/ton for each of the processing options (i.e. windrow composting and anaerobic digestion).
2. Re: Q10: Please provide a separate cost proposal for street sweeping. Describe proposed frequency of sweeping and other key components that would be provided as part of this service.
3. Re: Q15: Contract exception 9.04 – The City is asking if CR&R will change this language to allow the city or its representatives of the city to photograph the waste characterization process during quarterly characterizations.
4. Please provide a revised rate schedule that includes a rate for food scraps that reflects the 50% discount when compared to MSW service requested in the initial RFP (if this changes other rates please indicate which rate(s) changed from those originally submitted).

Response to the City of Lake Forest RFP Process Questions Set #2 to CR&R

Dated: December 10, 2013

1. *Re: Q9. Does CR&R plan on screening organics at its transfer station before they are hauled to American Organics? Please provide the cost per ton to process organics for both windrow composting and anaerobic digestion processing methods. Breakout the collection cost/ton + the transportation cost/ton + the processing cost/ton for each of the processing options (i.e. windrow composting and anaerobic digestion).*

Response: CR&R will screen (clean) food scraps prior to shipment to either American Organics or the CR&R AD Facility in Perris.

Anticipated Costs of both Processing options:

	Collection Costs	Transp. Costs	Processing Costs	Total Costs
Composting:	\$110.00	\$35.00	\$40.00*	\$185 / ton
Anaerobic Digestion:	\$110.00	\$17.00	\$74.00	\$201 / ton

*Notification of new rate as of January 1, 2014

2. *Re: Q10: Please provide a separate cost proposal for street sweeping. Describe proposed frequency of sweeping and other key components that would be provided as part of this service.*

Response: We have reviewed the existing street sweeping specifications and assume the following:

144.38 Arterial Curb Miles swept weekly and 221.83 residential curb miles swept twice per month. Parking lots are assumed to be swept monthly.

This equates to approximately \$24,500 per month of billings. We understand the current contract expires June 30th and assume current service levels will be maintained. Should the City wish anything other than what we have assumed, adjustments can easily be made to the rate structure. As we have proposed in the past, the City could provide this service in one or every service component of the rate schedule. In reviewing revenues between residential and commercial business, the City could divide the costs proportionately between the two waste stream rates. It looks as though Residential revenues account for approximately 35% of total revenues and commercial the balance. As such, a residential adjustment of \$8,575 per month divided by total accounts (16,052) would equate to approximately \$0.55 per month per account. Commercial and Multi-Family Bin customers are most equitably billed by monthly cubic yards collected. This would be calculated by

taking the balance of monthly costs of \$15,925 divided by total yardage and added to the bin rates (not calculated at this time due to insufficient data). Every two to three years, an audit of the street sweeping collections by CR&R may change the rates for the service.

3. *Re: Q15: Contract exception 9.04 – The City is asking if CR&R will change this language to allow the city or its representatives of the city to photograph the waste characterization process during quarterly characterizations.*

Response: Yes this is agreeable. Simply changing our response in Question Set #1 to the following:

Second sentence of first paragraph: ... "In connection therewith, the City shall have the opportunity to enter any of Contractor's facilities, observe operations, and ask questions to the City liaison. In no manner shall photographs or any type of electronic media be allowed or taken without the specific written consent of the Facility Manager. The exception would be to allow photographs of the waste characterization process without permission of the on-site manager. Guests will not disrupt any personnel without the specific approval of the Facility Manager. (The remainder of that paragraph shall be eliminated.)

4. *Please provide a revised rate schedule that includes a rate for food scraps that reflects the 50% discount when compared to MSW service requested in the initial RFP (if this changes other rates please indicate which rate(s) changed from those originally submitted).*

We have calculated the adjustment needed to provide for the 50% recycling rate (vs. MSW rate) for Food Scraps in lieu of the charges originally proposed by CR&R. Because we don't know the service types and overall quantities of Food Scraps, we made some assumptions to come up with a very competitive price. Using 800 Tons per Year from our Diversion Tables, as well as the 64 gallon cart sizing of approximately 200 pounds per pull, we suggest an overall rate adjustment of 1.1% to all of our rates to cover the Food Scrap differential. We have tied our Performa to your rate schedules, so we can perform this function if it is your desire, but felt this should allow you the comparison needed.

CR&R Question Set 3

1. In your response to Question Set 2, number 4, you indicated that your "...Performa [is tied] to your rate schedules, so we can perform this function if it is your desire." Please provide an updated rate sheet (Proposal Form 25) that includes the 1.1% across-the-board increase.
2. Please identify in your Question Set 2 response which specific portion of Section 9.04 are you referring to when you stated that "(The remainder of that paragraph shall be eliminated?)"
3. Proposal Form 13 provides a table with anticipated diversion volumes by program PARIS code. It appears that the expected diversion tonnage after 6 months is obtained by multiplying the Anticipated Tonnage Start column by the Diversion percentage column. For instance, 2030-RC-OSP Multi-family residential source-separated single material anticipates 2,500 tons of available diversion at program start and projects 2,450 tons of diversion after 6 months, which is a 98% diversion rate, as indicated in the diversion percentage column. Similarly, the 2010-RC-DRP drop-off program anticipates 300 tons of available diversion at program start and projects 240 tons of diversion after 6 months, which is an 80% diversion rate, as indicated in the diversion percentage column. However, other PARIS codes do not yield the tonnage figure in the "AFTER 6 MONTHS" column by multiplying the available diversion tons by the projected diversion rate. For instance, 2030-RC-OSP commercial source-separated single-material anticipates 2,500 tons of available diversion at program start and projects 2,450 tons of diversion after 6 months, which is a 98% diversion rate. However, the projected percentage indicated in the Diversion column is 90%. Also, the residential single-family 2000-RC-CRB program projects that 5,205 tons of recyclables are available at program start and that the program will yield a 90% diversion rate which would be equal to 4,685 tons of diversion. However, the table provided shows that after 6 months the projected tonnage diverted will be 7,500 tons. The specificity you provided in Proposal Form 13 is quite helpful in evaluating your proposal. Please review your submittal and if it contains mathematical errors, please correct them with an accompanying explanation.
4. In your response to item 3 of Question Set 1 and in Proposal Form 5, it is indicated that CR&R at "...the South County MRF has significant excess capacity for Multi-family residential, select Commercial,

CR&R Question Set 3

Green Waste, and C&D processing.” In reviewing the permit for the South County MRF (SWIS # 30-AB-0395), it indicates the types of materials that can be processed are: Construction/demolition, Food Wastes, Green Materials, Wood waste. Has the permit been recently modified to allow the processing of Multi-family residential MSW at your South County MRF (SWIS# 30-AB-0395), as indicated in Proposal Form 5? If so, please submit the most recent permit or indicate if sufficient processing capacity is still available.

5. In your response to item 9 of Question Set 1, it is indicated that CR&R does “...not anticipate any measurable contamination with new food scraps programs. Contaminates in the green waste would be handled by TVI and any contamination in the combination green waste and food scraps would be handled prior to shipment for composting at American Organics or AD.” Is CR&R proposing to pre-process food scraps at CRT? What approximate threshold of contaminants will the program be able to accept? Also, does CR&R consider palm fronds and other fibrous green waste materials that are difficult to process to be “contaminates”? If so, how does CR&R propose to prevent residents from placing these materials into the curbside green waste program?

Response to Questions Set #3 for the City of Lake Forest

Dated January 10, 2014

1. *In your response to Question Set 2, number 4, you indicated that your "...Performa [is tied] to your rate schedules, so we can perform this function if it is your desire." Please provide an updated rate sheet (Proposal Form 25) that includes the 1.1% across-the-board increase.*

This is provided herewith.

2. *Please identify in your Question Set 2 response which specific portion of Section 9.04 are you referring to when you stated that "(The remainder of that paragraph shall be eliminated?)"*

All of Section 9.04 is acceptable to CR&R except for the one sentence noted in our response that replaces the sentence green-lined herein. Please accept our apologies regarding our previous explanation.

9.04 Inspection by City. The City shall have the right, but not the obligation, to observe and inspect all of the Contractor's operations involved in providing services under this Franchise to determine whether Contractor is performing in accordance with this Franchise and applicable laws and regulations. Contractor shall cooperate fully with such inspections, including inspections and observations of operations at all Processing Facilities and Transformation Facilities. In connection therewith, the City shall have the right to enter any of Contractor's facilities, observe operations, and ask questions to the City Liaison. In no manner shall photographs or any type of electronic media be allowed or taken without the specific written consent of the Facility Manager. The exception would be to allow photographs of the waste characterization process without permission of the on-site manager. Guests will not disrupt any personnel without the specific approval of the Facility Manager. ~~for an unlimited amount of time; photograph operations and record by both written and electronic media observations; measurements, and quality of Recovered Materials; speak to any of Contractor's employees and receive a response to any inquiries directed to such employees; and review and make copies (at City's expense), of all of Contractor's operational and business records related to this Franchise.~~ If City so requests, Contractor shall make specified personnel available to accompany City employees on inspections. City's access to, and observation of activities and operations at each Processing Facility and at Transformation Facilities shall not be restricted or impaired in any way by Contractor.

The remaining two paragraphs of Section 9.04 are acceptable to CR&R (see attached).

3. *Proposal Form 13 provides a table with anticipated diversion volumes by program PARIS code. It appears that the expected diversion tonnage after 6 months is obtained by multiplying the Anticipated Tonnage Start column by the Diversion percentage column. For instance, 2030-RC-OSP Multi-family residential source-separated single material anticipates 2,500 tons of available diversion at program start and projects 2,450 tons of diversion after 6 months, which is a 98% diversion rate, as indicated in the*

diversion percentage column. Similarly, the 2010-RC-DRP drop-off program anticipates 300 tons of available diversion at program start and projects 240 tons of diversion after 6 months, which is an 80% diversion rate, as indicated in the diversion percentage column. However, other PARIS codes do not yield the tonnage figure in the "AFTER 6 MONTHS" column by multiplying the available diversion tons by the projected diversion rate. For instance, 2030-RC-OSP commercial source-separated single-material anticipates 2,500 tons of available diversion at program start and projects 2,450 tons of diversion after 6 months, which is a 98% diversion rate. However, the projected percentage indicated in the Diversion column is 90%. Also, the residential single-family 2000-RC-CRB program projects that 5,205 tons of recyclables are available at program start and that the program will yield a 90% diversion rate which would be equal to 4,685 tons of diversion. However, the table provided shows that after 6 months the projected tonnage diverted will be 7,500 tons. The specificity you provided in Proposal Form 13 is quite helpful in evaluating your proposal. Please review your submittal and if it contains mathematical errors, please correct them with an accompanying explanation.

Thank you for bringing these questions and comments to our attention. We apologize for any confusion. The attached Revised Form 13 should better explain the Diversion Programs.

Further Form 13 Explanations:

Paris Code

2000-RC-/CRB The current program in the City of Lake Forest successfully diverts approximately 14 pounds per household per week of commingled recyclables. CR&R projected an increase of 40% due to our outreach programs, the successful residential auditing program, and our experience in other Orange County communities. As such, after 6-months our goal will be 7,400 tons annually of net recyclables.

3000-CM-RCG Same as the above, with added emphasis on additional cart availability in the outreach literature. CR&R used 100% diversion due to reports from the processing company that no residuals are reported.

Notes:

- A. CR&R assumed that the table in Appendix 2 of the RFP illustrates net recyclable tonnages. The residual column in the current report is zero.
- B. CR&R made three minor corrections on a Revised Form 13 corresponding to PARIS CODE 2030-RC-OSP in both the multi-family and commercial sectors.

- 4. *In your response to item 3 of Question Set 1 and in Proposal Form 5, it is indicated that CR&R at "...the South County MRF has significant excess capacity for Multi-family residential, select Commercial, Green Waste, and C&D processing." In reviewing the permit for the South County MRF (SWIS # 30-AB-0395), it indicates the types of materials that can be processed are: Construction/demolition, Food Wastes, Green Materials, Wood waste. Has the permit been recently modified to allow the processing of Multi-family residential MSW at your South County MRF (SWIS# 30-AB-0395), as*

indicated in Proposal Form 5? If so, please submit the most recent permit or indicate if sufficient processing capacity is still available.

Please see the attached SWIS Permit #30-AB-0395. This facility was planned and constructed assuming that construction debris from South County would dominate the incoming waste materials. Section 14, permits all waste streams including residential, commercial, C&D, food waste, yard trimmings and universal wastes. Please note Section 17. f. (highlighted) that simply requires a notification process if or when we begin residential or commercial processing. This notification letter dated April 6, 2011 was accepted by the LEA and is attached for your records. We have also included copies of LEA inspection reports indicating many inspections since this notification with no violations.

5. In your response to item 9 of Question Set 1, it is indicated that CR&R does "...not anticipate any measurable contamination with new food scraps programs. Contaminates in the green waste would be handled by TVI and any contamination in the combination green waste and food scraps would be handled prior to shipment for composting at American Organics or AD." Is CR&R proposing to pre-process food scraps at CRT? What approximate threshold of contaminates will the program be able to accept? Also, does CR&R consider palm fronds and other fibrous green waste materials that are difficult to process to be "contaminates"? If so, how does CR&R propose to prevent residents from placing these materials into the curbside green waste program?

The best Pre-Sort is at the source. Our recycling coordinators will continually monitor food scrap carts and bins to verify that the material is clean. Added Pre-sort at CRT may also be necessary prior to shipments to either facility.

Contaminate threshold at American Organics is 1%.
Contaminate threshold at the AD project is 1% or less.

While CR&R along with others in the industry consider palm fronds and other fibrous green material to be contaminates in the organics stream, CR&R does have the capability to process this form of contamination. Amounts received are generally very low quantity and CR&R continues to employ public education outreach to inform residents about proper handling of palm fronds, at the point of generation. As outlined in our proposal, we have extensive programs including the initial implementation outreach packet, annual notices, corrective action notices along with our residential auditing program. The goal with all these outreach efforts is to encourage residents to adopt good sorting habits at the home, the point of generation, through clear guidelines of acceptable items.

By: 

Dean A. Ruffridge

ATTACHMENT D

Rates To Be Charged

Fill in the rates below for each level of service. Rates must be broken down to show the collection cost, processing cost and disposal cost. The procedure for adjusting costs throughout the term of the contract appears in Article 12 of the contract. A sample calculation is shown in Attachment J. The disposal portion will only be adjusted as that cost actually changes. Disposal costs are a pass through cost and cannot include any mark up, overhead or administrative costs. If your company does not plan to conduct any processing for any of the services listed below, please indicate this by placing a "0" in the "Processing" column for each applicable service. The cost of reducing the amount of MSW that goes into the landfill (as required by AB 939) can be spread across the entire rate base. As the amount of material being collected and handled is increasingly shifting into diversion, providing free recycling is not feasible. Therefore, the rate proposed by all Proposers for collection of commercial, multi-family, temporary bin, temporary roll off, permanent roll off and compactor customers for recyclable materials must be 50% lower than the rate proposed for collection of MSW materials.

Rates must be submitted in 2014 dollars.

This form will become an attachment to the final contract.

1. Residential Basic Level of Service (weekly collection service)

1a. Recycling Cart	Collection Component (85% Labor and 15% Fuel)			Processing			Residual Disposal		Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Disposal	Total		
35, 65, or 85 gallon single-stream	3.05	0.54	3.59	(1.49)	-	-	-	2.10	per month
Additional cart*	3.05	0.54	3.59	(1.49)	-	-	-	2.10	per month

1b. Yardwaste Cart	Collection Component (85% Labor and 15% Fuel)			Processing			Residual Disposal		Total
	Labor	Fuel	Total Collection	Yardwaste	or Composting	or AD	Disposal	Total	
35, 65, or 85 gallon (Yardwaste only)	3.08	0.54	3.62	1.51	-	-	-	5.13	per month
Additional Yardwaste cart*	3.08	0.54	3.62	1.51	-	-	-	5.13	per month
35, 65, or 85 gallon (Food Scraps** and Yardwaste Compost)	3.10	0.54	3.64	-	3.10	-	-	6.74	per month
Additional Food Scraps and Yardwaste Compost cart*	3.10	0.54	3.64	-	3.10	-	-	6.74	per month
35, 65, or 85 gallon (Food Scraps** and Yardwaste AD)	3.11	0.54	3.65	-	-	3.57	-	7.22	per month
Additional Food Scraps and Yardwaste AD cart*	3.11	0.54	3.65	-	-	3.57	-	7.22	per month

1c. MSW Cart	Collection Component (85% Labor and 15% Fuel)			Processing			Residual Disposal		Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Disposal	Total		
35 gallon (Landfill)	3.98	-	3.98	4.67	-	1.05	-	5.72	per month
65 gallon (Landfill)	3.50	-	3.50	4.10	-	1.96	-	6.08	per month
85 gallon (Landfill)	3.10	-	3.10	3.64	-	2.86	-	6.50	per month

* This charge applies only after a resident has received 2 additional Recycling or Yardwaste Carts at no additional charge (i.e. upon the request for a 4th cart).
 **The City may direct Contractor to collect and process Curbside Residential Food Scraps as part of a Phase 2, Class 2 Diversion program.

2. Commercial and Multi-Family Single-Material Recycling Service

2a. 35-gallon Cart	Collection Component (85% Labor and 15% Fuel)			Processing			Residual Disposal		Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Disposal	Total		
1 pick-up per week	35.12	6.16	41.27	(19.74)	-	-	-	21.53	
2 pick-ups per week	70.23	12.31	82.54	(39.48)	-	-	-	43.06	per month
3 pick-ups per week	105.34	18.47	123.80	(59.22)	-	-	-	64.58	per month
4 pick-ups per week	140.45	24.62	165.07	(78.96)	-	-	-	86.11	per month
5 pick-ups per week	175.57	30.78	206.34	(98.70)	-	-	-	107.64	per month
6 pick-up per week	210.68	36.93	247.61	(118.44)	-	-	-	129.17	per month

2b. 65 Gallon Cart	Collection Component (85% Labor and 15% Fuel)			Processing			Residual Disposal		Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Disposal	Total		
1 pick-up per week	35.12	6.16	41.27	(19.07)	-	-	-	22.20	
2 pick-ups per week	70.24	12.31	82.55	(38.15)	-	-	-	44.40	per month
3 pick-ups per week	105.36	18.47	123.82	(57.22)	-	-	-	66.60	per month
4 pick-ups per week	140.48	24.62	165.10	(76.30)	-	-	-	88.80	per month
5 pick-ups per week	175.60	30.78	206.37	(95.37)	-	-	-	111.00	per month
6 pick-up per week	210.72	36.93	247.65	(114.45)	-	-	-	133.20	per month

2c. 85 Gallon Cart	Collection Component (85% Labor and 15% Fuel)			Processing			Residual Disposal		Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal	Disposal	Total		
1 pick-up per week	35.12	6.16	41.28	(18.41)	-	-	-	22.87	
2 pick-ups per week	70.29	12.31	82.57	(36.82)	-	-	-	45.75	per month
3 pick-ups per week	105.38	18.47	123.85	(55.23)	-	-	-	68.62	per month
4 pick-ups per week	140.51	24.62	165.13	(73.63)	-	-	-	91.50	per month
5 pick-ups per week	175.64	30.78	206.41	(92.04)	-	-	-	114.37	per month

	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
6 pick-up per week	210.76	36.83	247.69	(110.45)		137.24 per month
2d. 1 Cubic Yard Bin (half of 2-yard split bin)						
1 pick-up per week	36.20	6.33	42.53	(12.93)		29.60
2 pick-ups per week	72.39	12.66	85.05	(25.86)		59.19 per month
3 pick-ups per week	108.59	18.99	127.58	(38.79)		88.79 per month
4 pick-ups per week	144.79	25.32	170.11	(51.72)		118.39 per month
5 pick-ups per week	180.98	31.65	212.63	(64.65)		147.98 per month
6 pick-up per week	217.18	37.98	255.16	(77.58)		177.58 per month
2e. 1.5 Cubic Yard Bin (half of 3-yard split bin)						
1 pick-up per week	36.20	6.33	42.53	(12.93)		29.60
2 pick-ups per week	72.39	12.66	85.05	(25.86)		59.19 per month
3 pick-ups per week	108.59	18.99	127.58	(38.79)		88.79 per month
4 pick-ups per week	144.79	25.32	170.11	(51.72)		118.39 per month
5 pick-ups per week	180.98	31.65	212.63	(64.65)		147.98 per month
6 pick-up per week	217.18	37.98	255.16	(77.58)		177.58 per month
2f. 2 Cubic Yard Bin						
1 pick-up per week	36.10	6.66	44.76	(13.61)		31.15 per month
2 pick-ups per week	72.20	13.33	89.53	(27.22)		62.31 per month
3 pick-ups per week	114.30	19.99	134.29	(40.83)		93.46 per month
4 pick-ups per week	152.41	26.66	179.06	(54.44)		124.62 per month
5 pick-ups per week	190.50	33.32	223.82	(68.05)		155.77 per month
6 pick-up per week	228.60	39.98	268.58	(81.65)		186.92 per month
2g. 3 Cubic Yard Bin						
1 pick-up per week	48.25	8.44	56.69	(17.24)		39.45 per month
2 pick-ups per week	72.36	12.66	85.04	(25.86)		59.18 per month
3 pick-ups per week	120.83	21.10	141.73	(43.09)		98.64 per month
4 pick-ups per week	168.88	29.54	198.42	(60.33)		138.09 per month
5 pick-ups per week	217.13	37.98	255.11	(77.57)		177.54 per month
6 pick-up per week	267.80	46.84	314.63	(95.66)		218.97 per month
2h. 4 Cubic Yard Bin						
1 pick-up per week	53.35	9.33	62.67	(19.05)		43.62 per month
2 pick-ups per week	106.68	18.66	125.34	(38.11)		87.23 per month
3 pick-ups per week	160.03	27.99	188.01	(57.19)		130.85 per month
4 pick-ups per week	213.38	37.32	250.68	(76.22)		174.46 per month
5 pick-ups per week	266.71	46.65	313.35	(95.27)		218.08 per month
6 pick-up per week	320.04	55.98	376.02	(114.33)		261.69 per month
2i. 6 Cubic Yard Bin						
1 pick-up per week	67.55	11.81	79.37	(24.13)		55.24 per month
2 pick-ups per week	135.10	23.63	158.73	(48.26)		110.47 per month
3 pick-ups per week	202.66	35.44	238.10	(72.39)		165.71 per month
4 pick-ups per week	270.21	47.26	317.47	(96.53)		220.94 per month
5 pick-ups per week	337.76	59.07	396.84	(120.66)		276.18 per month
6 pick-up per week	405.32	70.89	476.21	(144.79)		331.42 per month

3. Commercial and Multi-Family Single Stream Recycling Service

	Labor	Fuel	Total Collection	Processing	Residual Disposal	Total
2a. 35-gallon Cart						
1 pick-up per week	35.12	6.18	41.27	(19.74)		21.53 per month
2 pick-ups per week	70.23	12.31	82.54	(39.48)		43.05 per month
3 pick-ups per week	105.34	18.47	123.81	(59.22)		64.58 per month
4 pick-ups per week	140.45	24.62	165.07	(78.95)		86.11 per month

5 pick-ups per week	175.57	30.78	206.34	(98.70)	107.64	per month
6 pick-up per week	210.68	36.93	247.61	(118.44)	129.17	per month
3b. 65 Gallon Cart	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
1 pick-up per week	35.12	6.16	41.27	(18.07)	22.20	per month
2 pick-ups per week	70.24	12.31	82.55	(36.15)	44.40	per month
3 pick-ups per week	105.36	18.47	123.82	(54.22)	66.60	per month
4 pick-ups per week	140.48	24.62	165.10	(72.30)	88.80	per month
5 pick-ups per week	175.60	30.78	206.37	(90.37)	111.00	per month
6 pick-up per week	210.72	36.93	247.65	(118.45)	133.20	per month
3c. 95 Gallon Cart	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
1 pick-up per week	35.12	6.16	41.28	(18.41)	22.87	per month
2 pick-ups per week	70.26	12.31	82.57	(36.82)	45.75	per month
3 pick-ups per week	105.38	18.47	123.85	(55.23)	68.62	per month
4 pick-ups per week	140.51	24.62	165.13	(73.65)	91.50	per month
5 pick-ups per week	175.64	30.78	206.41	(92.04)	114.37	per month
6 pick-up per week	210.76	36.93	247.69	(110.45)	137.24	per month
3d. 1 Cubic Yard Bin (half of 2-yr split bin)	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
1 pick-up per week	36.20	6.33	42.53	(12.93)	29.60	per month
2 pick-ups per week	72.39	12.66	85.05	(25.86)	59.19	per month
3 pick-ups per week	108.59	18.99	127.58	(38.79)	88.79	per month
4 pick-ups per week	144.78	25.32	170.11	(51.72)	118.39	per month
5 pick-ups per week	180.98	31.65	212.63	(64.65)	147.98	per month
6 pick-up per week	217.18	37.98	255.16	(77.58)	177.58	per month
3e. 1.5 Cubic Yard Bin (half of 3-yr split bin)	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
1 pick-up per week	36.20	6.33	42.53	(12.93)	29.60	per month
2 pick-ups per week	72.39	12.66	85.05	(25.86)	59.19	per month
3 pick-ups per week	108.59	18.99	127.58	(38.79)	88.79	per month
4 pick-ups per week	144.79	25.32	170.11	(51.72)	118.39	per month
5 pick-ups per week	180.98	31.65	212.63	(64.65)	147.98	per month
6 pick-up per week	217.18	37.98	255.16	(77.58)	177.58	per month
3f. 2 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
1 pick-up per week	38.10	6.66	44.76	(13.61)	31.15	per month
2 pick-ups per week	76.20	13.33	89.53	(27.22)	62.31	per month
3 pick-ups per week	114.30	19.99	134.29	(40.83)	93.46	per month
4 pick-ups per week	152.41	26.66	179.05	(54.44)	124.62	per month
5 pick-ups per week	190.50	33.32	223.82	(68.05)	155.77	per month
6 pick-up per week	228.60	39.98	268.58	(81.66)	186.92	per month
3g. 3 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
1 pick-up per week	48.25	8.44	56.69	(17.24)	39.45	per month
2 pick-ups per week	96.50	16.88	113.38	(34.48)	78.90	per month
3 pick-ups per week	144.75	25.32	170.07	(51.72)	118.35	per month
4 pick-ups per week	193.00	33.76	226.76	(68.96)	157.80	per month
5 pick-ups per week	241.25	42.20	283.45	(86.20)	197.25	per month
6 pick-up per week	289.50	50.64	340.14	(103.44)	236.70	per month
3h. 4 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
1 pick-up per week	53.35	9.33	62.67	(19.05)	43.62	per month
2 pick-ups per week	106.70	18.66	125.34	(38.11)	87.23	per month
3 pick-ups per week	160.05	27.99	188.01	(57.16)	130.85	per month
4 pick-ups per week	213.40	37.32	250.68	(76.22)	174.46	per month
5 pick-ups per week	266.75	46.65	313.35	(95.27)	218.08	per month
6 pick-up per week	320.10	55.98	376.02	(114.32)	261.70	per month

3i.	6 Cubic Yard Bin	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
	1 pick-up per week	67.58	11.81	79.37	(24.13)		55.24 per month
	2 pick-ups per week	135.10	23.63	158.73	(48.26)		110.47 per month
	3 pick-ups per week	202.66	35.44	238.10	(72.39)		165.71 per month
	4 pick-ups per week	270.21	47.26	317.47	(96.53)		220.94 per month
	5 pick-ups per week	337.76	59.07	396.84	(120.66)		276.18 per month
	6 pick-up per week	405.32	70.89	476.21	(144.79)		331.42 per month

4. Commercial and Multi-Family MSW Route Service - Hauled directly to the landfill
 Materials collected on the MSW route may not be processed at a Single-Material Comparable Materials Recovery Facility (SSC-MRF) facility until January 1, 2017 or as directed by the City

		Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total
		Labor	Fuel	Total Collection	Disposal		Total
4a.	35 gallon cart						
	1 pick-up per week	35.35	6.16	41.51	1.55		43.06 per month
	2 pick-ups per week	70.69	12.31	83.00	3.11		86.11 per month
	3 pick-ups per week	106.04	18.47	124.51	4.66		129.17 per month
	4 pick-ups per week	141.39	24.62	166.01	6.21		172.22 per month
	5 pick-ups per week	176.74	30.78	207.51	7.77		215.28 per month
	6 pick-up per week	212.08	36.93	249.01	9.32		258.33 per month
4b.	65 Gallon Cart						
	1 pick-up per week	35.36	6.16	41.52	2.88		44.40 per month
	2 pick-ups per week	70.72	12.31	83.03	5.77		88.80 per month
	3 pick-ups per week	106.08	18.47	124.55	8.65		133.20 per month
	4 pick-ups per week	141.45	24.62	166.07	11.54		177.61 per month
	5 pick-ups per week	176.81	30.78	207.59	14.42		222.01 per month
	6 pick-up per week	212.17	36.93	249.10	17.31		266.41 per month
4c.	95 Gallon Cart						
	1 pick-up per week	35.38	6.16	41.53	4.22		45.75 per month
	2 pick-ups per week	70.76	12.31	83.07	8.43		91.50 per month
	3 pick-ups per week	106.13	18.47	124.59	12.65		137.24 per month
	4 pick-ups per week	141.50	24.62	166.12	16.87		182.99 per month
	5 pick-ups per week	176.88	30.78	207.66	21.08		228.74 per month
	6 pick-up per week	212.26	36.93	249.19	25.30		274.49 per month
4d.	1 Cubic Yard Bin (half of 2-yard split bin)						
	1 pick-up per week	38.52	6.33	42.85	16.34		59.19 per month
	2 pick-ups per week	73.04	12.66	85.70	32.69		118.39 per month
	3 pick-ups per week	109.56	18.99	128.55	49.03		177.58 per month
	4 pick-ups per week	146.07	25.32	171.39	65.38		236.77 per month
	5 pick-ups per week	182.59	31.65	214.24	81.72		295.96 per month
	6 pick-up per week	219.11	37.98	257.09	98.07		355.16 per month
4e.	1.5 Cubic Yard Bin (half of 3-yard split bin)						
	1 pick-up per week	38.52	6.33	42.85	16.34		59.19 per month
	2 pick-ups per week	73.04	12.66	85.70	32.69		118.39 per month
	3 pick-ups per week	109.56	18.99	128.55	49.03		177.58 per month
	4 pick-ups per week	146.07	25.32	171.39	65.38		236.77 per month
	5 pick-ups per week	182.59	31.65	214.24	81.72		295.96 per month
	6 pick-up per week	219.11	37.98	257.09	98.07		355.16 per month
4f.	2 Cubic Yard Bin						
	1 pick-up per week	38.44	6.65	45.11	17.20		62.31 per month
	2 pick-ups per week	76.88	13.30	90.21	34.41		124.62 per month
	3 pick-ups per week	115.32	19.95	135.31	51.61		186.92 per month
	4 pick-ups per week	153.76	26.60	180.41	68.82		249.23 per month

5 pickups per week	192.20	33.32	225.52	86.02	311.54	per month
6 pickup per week	230.64	39.98	270.62	103.23	373.85	per month
4g. 3 Cubic Yard Bin	Labor	Fuel	Total Collection	Disposal	Total	
1 pickup per week	48.68	8.44	57.12	21.79	78.91	per month
2 pickups per week	73.02	12.66	85.68	32.68	118.36	per month
3 pickups per week	121.70	21.10	142.80	54.47	197.27	per month
4 pickups per week	170.38	29.54	199.92	76.28	276.18	per month
5 pickups per week	219.07	37.98	257.04	98.05	355.09	per month
6 pickup per week	270.18	46.84	317.02	120.92	437.94	per month
4h. 4 Cubic Yard Bin	Labor	Fuel	Total Collection	Disposal	Total	
1 pickup per week	53.81	9.33	63.14	24.09	87.23	per month
2 pickups per week	107.63	18.66	126.28	48.17	174.45	per month
3 pickups per week	161.44	27.99	189.43	72.25	261.69	per month
4 pickups per week	215.26	37.32	252.58	86.34	348.92	per month
5 pickups per week	269.08	46.65	315.73	120.43	436.16	per month
6 pickup per week	322.90	55.98	378.87	144.52	523.39	per month
4i. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	Disposal	Total	
1 pickup per week	88.15	11.81	99.97	30.60	130.57	per month
2 pickups per week	135.30	23.63	158.93	61.01	220.94	per month
3 pickups per week	204.46	35.44	239.91	91.51	331.42	per month
4 pickups per week	272.62	47.26	319.88	122.01	441.89	per month
5 pickups per week	340.77	59.07	399.84	152.52	552.36	per month
6 pickup per week	408.92	70.89	479.81	183.02	662.83	per month

5. Commercial and Multi-Family Source Separated Comparable Material Recovery Facility (SSC-MRF) Route Service

	Collection Component (85% Labor and 15% Fuel)			Processing acceptable beginning 1/1/2017		Residual Disposal	
	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
5a. 35 Gallon Cart							
1 pickup per week	41.98	7.31	49.28	1.42	0.81	51.52	per month
2 pickups per week	83.96	14.62	98.58	2.85	1.63	103.05	per month
3 pickups per week	125.94	21.93	147.86	4.27	2.44	154.57	per month
4 pickups per week	167.91	29.24	197.15	5.69	3.25	206.09	per month
5 pickups per week	209.89	36.55	246.44	7.11	4.06	257.62	per month
6 pickup per week	251.87	43.85	295.73	8.54	4.88	309.14	per month
5b. 65 Gallon Cart							
1 pickup per week	42.00	7.31	49.31	2.64	1.51	53.46	per month
2 pickups per week	84.00	14.62	98.62	5.28	3.02	106.92	per month
3 pickups per week	126.00	21.93	147.93	7.93	4.53	160.38	per month
4 pickups per week	168.00	29.24	197.23	10.57	6.04	213.84	per month
5 pickups per week	210.00	36.55	246.54	13.21	7.55	267.30	per month
6 pickup per week	252.00	43.85	295.85	15.85	9.06	320.76	per month
5c. 95 Gallon Cart							
1 pickup per week	42.02	7.31	49.33	3.88	2.21	55.40	per month
2 pickups per week	84.05	14.62	98.67	7.72	4.41	110.80	per month
3 pickups per week	126.06	21.93	147.99	11.58	6.62	166.19	per month
4 pickups per week	168.09	29.24	197.32	15.45	8.82	221.59	per month
5 pickups per week	210.11	36.55	246.65	19.31	11.03	276.99	per month
6 pickup per week	252.12	43.85	295.99	23.17	13.24	332.39	per month
5d. 1 Cubic Yard Bin (half of 2-cubic yard bin)							
1 pickup per week	36.44	6.33	42.77	5.77	3.30	51.84	per month
2 pickups per week	72.88	12.66	85.54	11.54	6.60	103.68	per month
3 pickups per week	109.32	18.99	128.31	17.32	9.90	155.51	per month

4 pick-ups per week	145.75	25.32	171.07	23.09	13.19	207.35	per month
6 pick-ups per week	182.19	31.65	213.84	28.88	18.49	259.18	per month
8 pick-up per week	218.63	37.98	256.61	34.63	19.78	311.03	per month

Se. 1.5 Cubic Yard Bin (half of 3-yard split bin)	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
1 pick-up per week	36.49	6.33	42.82	8.66	4.95	56.42	per month
2 pick-ups per week	72.97	12.66	85.63	17.32	9.89	112.84	per month
3 pick-ups per week	109.47	18.99	128.46	25.97	14.84	169.27	per month
4 pick-ups per week	145.95	25.32	171.27	34.63	19.78	225.69	per month
5 pick-ups per week	182.44	31.65	214.09	43.29	24.73	282.11	per month
6 pick-up per week	218.92	37.98	256.91	51.95	29.67	338.53	per month

Sf. 2 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
1 pick-up per week	38.45	6.66	45.11	11.54	6.59	63.25	per month
2 pick-ups per week	76.90	13.33	90.22	23.09	13.19	126.50	per month
3 pick-ups per week	115.35	19.99	135.34	34.63	19.78	189.76	per month
4 pick-ups per week	153.80	26.66	180.46	46.18	26.38	253.01	per month
5 pick-ups per week	192.25	33.32	225.57	57.72	32.97	316.26	per month
6 pick-up per week	230.70	39.98	270.68	69.26	39.57	379.51	per month

Sg. 3 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
1 pick-up per week	57.82	10.02	67.84	17.32	9.89	95.05	per month
2 pick-ups per week	86.88	15.03	101.91	34.63	19.78	156.33	per month
3 pick-ups per week	144.71	25.05	169.77	51.95	29.67	251.39	per month
4 pick-ups per week	202.53	35.08	237.61	69.26	39.57	346.44	per month
5 pick-ups per week	260.35	45.10	305.45	86.58	49.46	441.49	per month
6 pick-up per week	321.05	55.62	376.67	103.90	59.35	539.92	per month

Sh. 4 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
1 pick-up per week	83.99	11.08	75.07	23.09	13.19	111.35	per month
2 pick-ups per week	127.98	22.16	150.14	46.18	26.38	222.69	per month
3 pick-ups per week	191.97	33.24	225.21	69.26	39.57	334.04	per month
4 pick-ups per week	255.96	44.31	300.27	92.35	52.75	445.38	per month
5 pick-ups per week	319.95	55.39	375.35	115.44	65.94	556.73	per month
6 pick-up per week	383.94	66.47	450.41	138.53	79.13	668.07	per month

Si. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total	
1 pick-up per week	68.42	11.81	80.23	34.63	19.78	134.65	per month
2 pick-ups per week	136.83	23.68	160.46	69.26	39.57	269.29	per month
3 pick-ups per week	205.25	35.44	240.68	103.90	59.35	403.94	per month
4 pick-ups per week	273.67	47.26	320.93	138.53	79.13	538.59	per month
5 pick-ups per week	342.08	59.07	401.15	173.16	98.92	673.23	per month
6 pick-up per week	410.50	70.89	481.39	207.79	118.70	807.88	per month

5. Commercial and Multi-Family Food Scraps - Windrow Composting

6a. 35-gallon Cart	Collection Component (95% Labor and 5% Fuel)			Composting Process		Residue Disposal	Total
	Labor	Fuel	Total Collection	Composting	Disposal		
1 pick-up per week	17.68	3.08	20.75	0.78			21.53 per month
2 pick-ups per week	35.35	6.16	41.50	1.55			43.06 per month
3 pick-ups per week	53.02	9.23	62.25	2.33			64.59 per month
4 pick-ups per week	70.69	12.31	83.00	3.11			86.11 per month
5 pick-ups per week	88.37	15.39	103.76	3.88			107.64 per month
6 pick-up per week	106.04	18.47	124.51	4.66			129.17 per month

6b. 65-gallon Cart	Collection Component (95% Labor and 5% Fuel)			Composting Process		Residue Disposal	Total
	Labor	Fuel	Total Collection	Composting	Disposal		
1 pick-up per week	17.68	3.08	20.75	1.84			22.59 per month

2 pick-ups per week	35.36	6.16	41.52	2.88	44.40	per month
3 pick-ups per week	53.04	9.23	62.27	4.33	66.60	per month
4 pick-ups per week	70.73	12.31	83.04	5.77	88.81	per month
5 pick-ups per week	88.41	15.39	103.79	7.21	111.01	per month
6 pick-up per week	106.09	18.47	124.55	8.65	133.21	per month

6c. 95 Gallon Cart	Labor	Fuel	Total Collection	Composting	Disposal	Total
1 pick-up per week	17.89	3.08	20.77	2.11	-	22.88 per month
2 pick-ups per week	35.38	6.16	41.53	4.22	-	45.75 per month
3 pick-ups per week	53.08	9.23	62.30	6.32	-	68.62 per month
4 pick-ups per week	70.75	12.31	83.06	8.43	-	91.50 per month
5 pick-ups per week	88.44	15.39	103.83	10.54	-	114.37 per month
6 pick-up per week	106.13	18.47	124.60	12.65	-	137.25 per month

6d. 1 Cubic Yard Bin (half of 2-yard split bin)	Labor	Fuel	Total Collection	Composting	Disposal	Total
1 pick-up per week	18.26	3.17	21.42	8.17	-	29.60 per month
2 pick-ups per week	36.52	6.33	42.85	16.34	-	59.20 per month
3 pick-ups per week	54.78	9.50	64.27	24.52	-	88.79 per month
4 pick-ups per week	73.04	12.66	85.70	32.69	-	118.39 per month
5 pick-ups per week	91.29	15.83	107.12	40.86	-	147.98 per month
6 pick-up per week	109.55	18.99	128.55	49.03	-	177.58 per month

6e. 1.5 Cubic Yard Bin (half of 3-yard split bin)	Labor	Fuel	Total Collection	Composting	Disposal	Total
1 pick-up per week	18.26	3.17	21.42	8.17	-	29.60 per month
2 pick-ups per week	36.52	6.33	42.85	16.34	-	59.20 per month
3 pick-ups per week	54.78	9.50	64.27	24.52	-	88.79 per month
4 pick-ups per week	73.04	12.66	85.70	32.69	-	118.39 per month
5 pick-ups per week	91.29	15.83	107.12	40.86	-	147.98 per month
6 pick-up per week	109.55	18.99	128.55	49.03	-	177.58 per month

6f. 2 Cubic Yard Bin	Labor	Fuel	Total Collection	Composting	Disposal	Total
1 pick-up per week	18.22	3.33	22.55	8.90	-	31.16 per month
2 pick-ups per week	36.44	6.66	45.11	17.20	-	62.31 per month
3 pick-ups per week	54.66	10.00	67.85	25.81	-	93.46 per month
4 pick-ups per week	72.88	13.33	90.21	34.41	-	124.62 per month
5 pick-ups per week	91.10	16.66	112.76	43.01	-	155.77 per month
6 pick-up per week	115.32	19.99	135.31	51.61	-	186.83 per month

7. Commercial and Multi-Family Food Scraps - Anaerobic Digestion (AD)

7a. 35-gallon Cart	Collection Component (85% Labor and 15% Fuel)			Composting Process		Disposal	Total
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal		
1 pick-up per week	17.68	3.08	20.75	-	0.78	-	21.53 per month
2 pick-ups per week	35.35	6.16	41.50	-	1.55	-	43.06 per month
3 pick-ups per week	53.02	9.23	62.25	-	2.33	-	64.59 per month
4 pick-ups per week	70.69	12.31	83.00	-	3.11	-	86.11 per month
5 pick-ups per week	88.37	15.39	103.76	-	3.88	-	107.64 per month
6 pick-up per week	106.04	18.47	124.50	-	4.66	-	129.17 per month

7b. 65 Gallon Cart	Collection Component (85% Labor and 15% Fuel)			Composting Process		Disposal	Total
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal		
1 pick-up per week	17.68	3.08	20.76	-	1.44	-	22.20 per month
2 pick-ups per week	35.36	6.16	41.52	-	2.88	-	44.40 per month
3 pick-ups per week	53.04	9.23	62.27	-	4.33	-	66.60 per month
4 pick-ups per week	70.73	12.31	83.04	-	5.77	-	88.81 per month
5 pick-ups per week	88.41	15.39	103.79	-	7.21	-	111.01 per month
6 pick-up per week	106.09	18.47	124.55	-	8.65	-	133.21 per month

7c. 95 Gallon Cart	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	Total
1 pick-up per week	17.89	3.08	20.77	-	2.11	22.88 per month

	45.75	per month						
2 pick-ups per week	35.38	6.16	41.53		4.22			88.62 per month
3 pick-ups per week	53.08	9.23	62.30		6.32			91.50 per month
4 pick-ups per week	70.75	12.31	83.08		8.43			114.37 per month
5 pick-ups per week	88.44	15.39	103.83		10.54			137.25 per month
6 pick-up per week	106.13	18.47	124.60		12.65			
7d. 1 Cubic Yard Bin (half of 2-yard split bin)	Labor	Fuel	Total Collection	Anaerobic Digestion		Disposal	Total	
1 pick-up per week	18.26	3.17	21.42		8.17		29.60 per month	
2 pick-ups per week	36.52	6.33	42.85		16.34		59.20 per month	
3 pick-ups per week	54.78	9.50	64.27		24.52		88.79 per month	
4 pick-ups per week	73.04	12.66	85.70		32.69		118.39 per month	
5 pick-ups per week	91.29	15.83	107.12		40.86		147.98 per month	
6 pick-up per week	109.56	18.99	128.55		49.03		177.58 per month	
7e. 1.5 Cubic Yard Bin (half of 3-yard split bin)	Labor	Fuel	Total Collection	Anaerobic Digestion		Disposal	Total	
1 pick-up per week	18.26	3.17	21.42		8.17		29.60 per month	
2 pick-ups per week	36.52	6.33	42.85		16.34		59.20 per month	
3 pick-ups per week	54.78	9.50	64.27		24.52		88.79 per month	
4 pick-ups per week	73.04	12.66	85.70		32.69		118.39 per month	
5 pick-ups per week	91.29	15.83	107.12		40.86		147.98 per month	
6 pick-up per week	109.56	18.99	128.55		49.03		177.58 per month	
7f. 2 Cubic Yard Bin	Labor	Fuel	Total Collection	Anaerobic Digestion		Disposal	Total	
1 pick-up per week	19.22	3.33	22.55		8.60		91.18 per month	
2 pick-ups per week	38.44	6.66	45.11		17.20		62.31 per month	
3 pick-ups per week	57.66	10.00	67.65		25.81		93.46 per month	
4 pick-ups per week	76.88	13.33	90.21		34.41		124.62 per month	
5 pick-ups per week	96.10	16.66	112.76		43.01		155.77 per month	
6 pick-up per week	115.32	19.99	135.31		51.61		186.93 per month	

8. Commercial and Multi-Family Transformation Route Service

	Collection Component (85% Labor and 15% Fuel)			Processing acceptable beginning 1/1/2017		Residual Disposal	Total
	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
8a. 95 Gallon Cart							
1 pick-up per week	35.38	6.16	41.52		2.65		44.17 per month
2 pick-ups per week	70.72	12.31	83.03		5.30		88.33 per month
3 pick-ups per week	106.08	18.47	124.54		7.98		132.50 per month
4 pick-ups per week	141.44	24.62	166.08		10.61		176.67 per month
5 pick-ups per week	176.79	30.78	207.57		13.26		220.83 per month
6 pick-up per week	212.16	36.93	249.09		15.91		265.00 per month
8b. 65 Gallon Cart	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
1 pick-up per week	35.38	6.16	41.53		4.95		46.46 per month
2 pick-ups per week	70.77	12.31	83.08		9.85		92.93 per month
3 pick-ups per week	106.15	18.47	124.61		14.78		139.39 per month
4 pick-ups per week	141.54	24.62	166.15		19.70		185.86 per month
5 pick-ups per week	176.92	30.78	207.69		24.63		232.32 per month
6 pick-up per week	212.31	36.93	249.24		29.55		278.79 per month
8c. 95 Gallon Cart	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
1 pick-up per week	35.41	6.16	41.55		7.20		48.76 per month
2 pick-ups per week	70.82	12.31	83.13		14.40		97.52 per month
3 pick-ups per week	106.23	18.47	124.70		21.60		146.29 per month
4 pick-ups per week	141.64	24.62	166.26		28.80		195.05 per month

5 pick-ups per week	177.04	30.78	207.82		35.99		243.81 per month
6 pick-up per week	212.48	38.93	249.39		43.19		292.58 per month
8d. 1 Cubic Yard Bin (half of 2-yard split bin)	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
1 pick-up per week	38.46	6.33	42.79	2.61	9.15		53.55 per month
2 pick-ups per week	72.91	12.66	85.57	5.23	18.29		107.09 per month
3 pick-ups per week	109.37	18.99	128.35	7.84	27.44		160.64 per month
4 pick-ups per week	145.83	25.32	171.15	10.45	36.59		214.19 per month
5 pick-ups per week	182.28	31.65	213.93	13.07	45.73		267.73 per month
6 pick-up per week	218.74	37.98	256.72	15.68	54.88		321.28 per month
8e. 1.5 Cubic Yard Bin (half of 3-yard split bin)	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
1 pick-up per week	36.52	6.33	42.85	3.92	12.22		58.99 per month
2 pick-ups per week	73.03	12.66	85.69	7.84	24.44		117.97 per month
3 pick-ups per week	109.55	18.99	128.54	11.76	36.66		176.96 per month
4 pick-ups per week	146.08	25.32	171.38	15.68	48.88		235.94 per month
5 pick-ups per week	182.58	31.65	214.23	19.60	61.10		294.93 per month
6 pick-up per week	219.10	37.98	257.08	23.52	73.32		353.92 per month
8f. 2 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
1 pick-up per week	38.49	6.56	45.15	5.23	16.29		66.67 per month
2 pick-ups per week	76.97	13.33	90.30	10.45	32.59		133.34 per month
3 pick-ups per week	115.48	19.99	135.45	15.68	48.89		200.01 per month
4 pick-ups per week	153.94	26.66	180.60	20.91	65.18		266.68 per month
5 pick-ups per week	192.44	33.32	225.76	26.13	81.47		333.36 per month
6 pick-up per week	230.93	39.98	270.91	31.36	97.76		400.03 per month
8g. 3 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
1 pick-up per week	48.80	8.44	57.24	7.84	24.44		89.52 per month
2 pick-ups per week	93.37	12.66	86.03	15.68	48.88		150.59 per month
3 pick-ups per week	122.17	21.10	143.27	23.52	73.32		240.11 per month
4 pick-ups per week	170.96	29.54	200.50	31.36	97.76		329.62 per month
5 pick-ups per week	219.76	37.98	257.74	39.20	122.20		419.14 per month
6 pick-up per week	270.98	46.84	317.82	47.04	146.64		511.50 per month
8h. 4 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
1 pick-up per week	54.02	9.33	63.35	10.45	32.59		106.39 per month
2 pick-ups per week	108.05	18.66	126.71	20.91	65.18		212.79 per month
3 pick-ups per week	162.07	27.99	190.06	31.36	97.75		319.18 per month
4 pick-ups per week	216.09	37.32	253.41	41.81	130.35		425.57 per month
5 pick-ups per week	270.12	46.65	316.77	52.26	162.94		531.97 per month
6 pick-up per week	324.14	55.98	380.12	62.72	195.53		638.36 per month
8i. 6 Cubic Yard Bin	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	Total
1 pick-up per week	68.52	11.81	80.34	15.68	48.89		144.90 per month
2 pick-ups per week	137.08	23.63	160.69	31.36	97.76		289.81 per month
3 pick-ups per week	205.58	35.44	241.03	47.04	146.64		434.71 per month
4 pick-ups per week	274.11	47.26	321.37	62.72	195.53		579.61 per month
5 pick-ups per week	342.64	59.07	401.72	78.39	244.41		724.52 per month
6 pick-up per week	411.17	70.89	482.06	94.07	293.29		869.42 per month

Note: In completing the rates for Sections 8-20, Proposers shall use the assumed weights for roll-off boxes and compactors listed in Table 1 following Proposal Form 12.

9. Permanent Compactor and Roll-Off Box Single-Material Recycling Service

	Collection Component (85% Labor and 15% Fuel)			Processing	Residue Disposal	Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal	
9a. 3 Cu. Yd. Compactor						
On-call or Scheduled Service	58.85	10.13	68.78	47.95		116.73 per month
9b. 4 Cu. Yd. Compactor						
On-call or Scheduled Service	64.84	11.20	76.03	53.01		129.04 per month
9c. 6 Cu. Yd. Compactor						
On-call or Scheduled Service	82.12	14.18	96.30	67.13		163.43 per month
9d. 10 Cu. Yd. Compactor						
On-call or Scheduled Service	125.56	21.92	147.47	(23.56)		123.91 per month
9e. 20 Cu. Yd. Compactor						
On-call or Scheduled Service	125.74	21.82	147.65	(7.06)		140.59 per month
9f. 30 Cu. Yd. Compactor						
On-call or Scheduled Service	125.93	21.92	147.84	9.44		157.28 per month
9g. 40 Cu. Yd. Compactor						
On-call or Scheduled Service	126.47	21.92	148.38	56.94		207.32 per month
9h. 10 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	102.91	17.79	120.70	72.70		193.40 per month
9i. 20 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	102.01	17.79	119.80	(9.80)		110.00 per month
9j. 30 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	102.10	17.79	119.89	(1.55)		118.34 per month
9k. 40 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	102.55	17.79	120.34	39.70		160.04 per month

10. Permanent Compactor and Roll-Off Box Single Stream Recycling Service

	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal	
10a. 3 Cu. Yd. Compactor						
On-call or Scheduled Service	58.85	10.13	68.78	47.95		116.73 per month
10b. 4 Cu. Yd. Compactor						
On-call or Scheduled Service	64.84	11.20	76.03	53.01		129.04 per month
10c. 6 Cu. Yd. Compactor						
On-call or Scheduled Service	82.12	14.18	96.30	67.13		163.43 per month
10d. 10 Cu. Yd. Compactor						
On-call or Scheduled Service	125.56	21.92	147.47	(23.56)		123.91 per month
10e. 20 Cu. Yd. Compactor						
On-call or Scheduled Service	125.74	21.82	147.65	(7.06)		140.59 per month
10f. 30 Cu. Yd. Compactor						
On-call or Scheduled Service	125.93	21.92	147.84	9.44		157.28 per month
10g. 40 Cu. Yd. Compactor						
On-call or Scheduled Service	126.47	21.92	148.38	56.94		207.32 per month
10h. 10 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	102.91	17.79	120.70	72.70		193.40 per month

On-call or Scheduled Service	102.91	17.79	120.70	72.70			193.40	per month
10a. 20 Cu. Yd. Roll Off Box	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total		
On-call or Scheduled Service	102.01	17.79	119.80	(9.80)			110.00	per month
10j. 30 Cu. Yd. Roll Off Box	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total		
On-call or Scheduled Service	102.10	17.79	119.89	(1.55)			118.34	per month
10k. 40 Cu. Yd. Roll Off Box	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total		
On-call or Scheduled Service	102.55	17.79	120.34	39.70			160.04	per month

11. Permanent Compactor and Roll-Off Box for Direct Haul to Landfill Service

	Collection Component (85% Labor and 15% Fuel)			Disposal Component		
	Labor	Fuel	Total Collection	Disposal	Total	
11a. 3 Cu. Yd. Compactor						
On-call or Scheduled Service	59.93	10.13	70.06	163.41	233.47	per month
11b. 4 Cu. Yd. Compactor						
On-call or Scheduled Service	66.25	11.20	77.44	180.65	258.09	per month
11c. 6 Cu. Yd. Compactor						
On-call or Scheduled Service	83.90	14.18	98.07	228.78	326.85	per month
11d. 10 Cu. Yd. Compactor						
On-call or Scheduled Service	126.91	21.92	148.83	99.00	247.83	per month
11e. 20 Cu. Yd. Compactor						
On-call or Scheduled Service	127.27	21.92	149.19	132.00	281.19	per month
11f. 30 Cu. Yd. Compactor						
On-call or Scheduled Service	127.53	21.92	149.55	165.00	314.55	per month
11g. 40 Cu. Yd. Compactor						
On-call or Scheduled Service	128.72	21.92	150.64	264.00	414.64	per month
11h. 10 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	105.02	17.79	122.81	264.00	386.81	per month
11i. 20 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	103.20	17.79	120.98	99.00	219.99	per month
11j. 30 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	103.38	17.78	121.17	115.50	236.67	per month
11k. 40 Cu. Yd. Roll Off Box						
On-call or Scheduled Service	104.28	17.78	122.08	188.00	320.08	per month

12. Permanent Compactor and Roll-Off Box Source Separated Comparable Materials Recovery Facility (SSC-MRF) Processing Service

	Collection Component (85% Labor and 15% Fuel)			Processing acceptable beginning 1/1/2017	Residual Disposal	
	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total
12a. 3 Cu. Yard Compactor						
On-call or Scheduled Service	61.34	10.13	71.47	292.16		363.63 per month
12b. 4 Cu. Yd. Compactor						
On-call or Scheduled Service	67.81	11.20	79.01	322.97		401.98 per month
12c. 6 Cu. Yd. Compactor						
On-call or Scheduled Service	87.55	14.15	101.70	409.92		511.62 per month
12d. 10 Cu. Yd. Compactor						
On-call or Scheduled Service	126.91	21.92	148.83	99.00		247.83 per month

On-call or Scheduled Service	127.75	21.92	149.98	177.00		328.68 per month
12e. 20 Cu. Yd. Compactor	Lebor	Fuel	Total Collection	SSC-MRF	Disposal	Total
On-call or Scheduled Service	128.41	21.92	150.33	286.00		396.33 per month
12f. 30 Cu. Yd. Compactor	Lebor	Fuel	Total Collection	SSC-MRF	Disposal	Total
On-call or Scheduled Service	129.06	21.92	150.98	295.00		445.98 per month
12g. 40 Cu. Yd. Compactor	Lebor	Fuel	Total Collection	SSC-MRF	Disposal	Total
On-call or Scheduled Service	131.01	21.92	152.93	472.00		624.93 per month
12h. 10 Cu. Yd. Roll Off Box	Lebor	Fuel	Total Collection	SSC-MRF	Disposal	Total
On-call or Scheduled Service	107.90	17.79	125.09	472.00		597.09 per month
12i. 20 Cu. Yd. Roll Off Box	Lebor	Fuel	Total Collection	SSC-MRF	Disposal	Total
On-call or Scheduled Service	104.06	17.79	121.85	177.00		298.85 per month
12j. 30 Cu. Yd. Roll Off Box	Lebor	Fuel	Total Collection	SSC-MRF	Disposal	Total
On-call or Scheduled Service	104.39	17.79	122.17	208.50		328.67 per month
12k. 40 Cu. Yd. Roll Off Box	Lebor	Fuel	Total Collection	SSC-MRF	Disposal	Total
On-call or Scheduled Service	106.01	17.79	123.80	354.00		477.80 per month

13. Temporary Bin and Roll-Off Bin Single-Material Recycling Service - including 2, 3, 4, and 5 yard Bin Service

	Collection Component (85% Labor and 15% Fuel)			Processing	Residual Disposal	Total
	Lebor	Fuel	Total Collection	Clean MRF	Disposal	
13a. 2 Cubic Yard Bin						
Daily (Same day Service)	128.36	22.50	150.86	(72.20)		78.66 per pull
Weekly (Mon. - Following Mon.)	128.36	22.50	150.86	(72.20)		78.66 per pull
Weekend (Fri. - Mon.)	128.36	22.50	150.86	(72.20)		78.66 per pull
Other:	128.36	22.50	150.86	(72.20)		78.66 per pull
13b. 3 Cubic Yard Bin	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	128.37	22.50	150.87	(70.71)		80.16 per pull
Weekly (Mon. - Following Mon.)	128.37	22.50	150.87	(70.71)		80.16 per pull
Weekend (Fri. - Mon.)	128.37	22.50	150.87	(70.71)		80.16 per pull
Other:	128.37	22.50	150.87	(70.71)		80.16 per pull
13c. 4 Cubic Yard Bin	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	128.39	22.50	150.89	(69.23)		81.66 per pull
Weekly (Mon. - Following Mon.)	128.39	22.50	150.89	(69.23)		81.66 per pull
Weekend (Fri. - Mon.)	128.39	22.50	150.89	(69.23)		81.66 per pull
Other:	128.39	22.50	150.89	(69.23)		81.66 per pull
13d. 6 Cubic Yard Bin	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	128.42	22.50	150.92	(66.42)		84.50 per pull
Weekly (Mon. - Following Mon.)	128.42	22.50	150.92	(66.42)		84.50 per pull
Weekend (Fri. - Mon.)	128.42	22.50	150.92	(66.42)		84.50 per pull
Other:	128.42	22.50	150.92	(66.42)		84.50 per pull
13e. 10 Cubic Yard Roll Off	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	102.91	17.79	120.70	72.70		193.40 per pull
Weekly (Mon. - Following Mon.)	102.91	17.79	120.70	72.70		193.40 per pull

Weekend (Fri. - Mon.)	102.91	17.79	120.70	72.70			193.40 per pull
Other:	102.91	17.79	120.70	72.70			193.40 per pull
13f. 20 Cubic Yard Roll-Off	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total	
Daily (Same day Service)	102.01	17.79	119.80	(9.80)			110.00 per pull
Weekly (Mon. - Following Mon.)	102.01	17.79	119.80	(9.80)			110.00 per pull
Weekend (Fri. - Mon.)	102.01	17.79	119.80	(9.80)			110.00 per pull
Other:	102.01	17.79	119.80	(9.80)			110.00 per pull
13g. 30 Cubic Yard Roll-Off	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total	
Daily (Same day Service)	102.10	17.79	119.89	(1.55)			118.34 per pull
Weekly (Mon. - Following Mon.)	102.10	17.79	119.89	(1.55)			118.34 per pull
Weekend (Fri. - Mon.)	102.10	17.79	119.89	(1.55)			118.34 per pull
Other:	102.10	17.79	119.89	(1.55)			118.34 per pull
13h. 40 Cubic Yard Roll-Off	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total	
Daily (Same day Service)	102.55	17.79	120.34	39.70			160.04 per pull
Weekly (Mon. - Following Mon.)	102.55	17.79	120.34	39.70			160.04 per pull
Weekend (Fri. - Mon.)	102.55	17.79	120.34	39.70			160.04 per pull
Other:	102.55	17.79	120.34	39.70			160.04 per pull

14. Temporary Bin and Roll-Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Single Stream Recycling Service

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal	Total
	Lebor	Fuel	Total Collection	Clean MRF	Disposal		
14a. 2 Cubic Yard Bin	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total	
Daily (Same day Service)	128.36	22.50	150.86	(72.20)			78.66 per pull
Weekly (Mon. - Following Mon.)	128.36	22.50	150.86	(72.20)			78.66 per pull
Weekend (Fri. - Mon.)	128.36	22.50	150.86	(72.20)			78.66 per pull
Other:	128.36	22.50	150.86	(72.20)			78.66 per pull
14b. 3 Cubic Yard Bin	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total	
Daily (Same day Service)	128.37	22.50	150.87	(70.71)			80.16 per pull
Weekly (Mon. - Following Mon.)	128.37	22.50	150.87	(70.71)			80.16 per pull
Weekend (Fri. - Mon.)	128.37	22.50	150.87	(70.71)			80.16 per pull
Other:	128.37	22.50	150.87	(70.71)			80.16 per pull
14c. 4 Cubic Yard Bin	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total	
Daily (Same day Service)	128.39	22.50	150.89	(69.23)			81.66 per pull
Weekly (Mon. - Following Mon.)	128.39	22.50	150.89	(69.23)			81.66 per pull
Weekend (Fri. - Mon.)	128.39	22.50	150.89	(69.23)			81.66 per pull
Other:	128.39	22.50	150.89	(69.23)			81.66 per pull
14d. 6 Cubic Yard Bin	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total	
Daily (Same day Service)	128.42	22.50	150.92	(68.42)			84.50 per pull
Weekly (Mon. - Following Mon.)	128.42	22.50	150.92	(68.42)			84.50 per pull
Weekend (Fri. - Mon.)	128.42	22.50	150.92	(68.42)			84.50 per pull
Other:	128.42	22.50	150.92	(68.42)			84.50 per pull
14e. 10 Cubic Yard Roll-Off	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total	
Daily (Same day Service)	102.91	17.79	120.70	72.70			193.40 per pull
Weekly (Mon. - Following Mon.)	102.91	17.79	120.70	72.70			193.40 per pull
Weekend (Fri. - Mon.)	102.91	17.79	120.70	72.70			193.40 per pull
Other:	102.91	17.79	120.70	72.70			193.40 per pull
14f. 15 Cubic Yard Roll-Off	Lebor	Fuel	Total Collection	Clean MRF	Disposal	Total	

Daily (Same day Service)	102.01	17.79	119.80	(9.80)		110.00 per pull
Weekly (Mon. - Following Mon.)	102.01	17.79	119.80	(9.80)		110.00 per pull
Weekend (Fri. - Mon.)	102.01	17.79	119.80	(9.80)		110.00 per pull
Other	102.01	17.79	119.80	(9.80)		110.00 per pull
14g. 30 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	102.10	17.79	119.89	(1.55)		118.34 per pull
Weekly (Mon. - Following Mon.)	102.10	17.79	119.89	(1.55)		118.34 per pull
Weekend (Fri. - Mon.)	102.10	17.79	119.89	(1.55)		118.34 per pull
Other	102.10	17.79	119.89	(1.55)		118.34 per pull
14h. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Clean MRF	Disposal	Total
Daily (Same day Service)	102.55	17.79	120.34	39.70		160.04 per pull
Weekly (Mon. - Following Mon.)	102.55	17.79	120.34	39.70		160.04 per pull
Weekend (Fri. - Mon.)	102.55	17.79	120.34	39.70		160.04 per pull
Other	102.55	17.79	120.34	39.70		160.04 per pull

15. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Source Separated Comparable Materials Recovery Facility (SSC-MRF) Service

	Collection Component (85% Labor and 15% Fuel)			Processing (acceptable beginning 1/1/2017)		Residue Disposal	Total
	Labor	Fuel	Total Collection	SSC-MRF	Disposal		
15a. 2 Cubic Yard Bin							
Daily (Same day Service)	129.26	22.50	151.76	10.03			161.79 per pull
Weekly (Mon. - Following Mon.)	129.26	22.50	151.76	10.03			161.79 per pull
Weekend (Fri. - Mon.)	129.26	22.50	151.76	10.03			161.79 per pull
Other	129.26	22.50	151.76	10.03			161.79 per pull
15b. 3 Cubic Yard Bin							
Daily (Same day Service)	129.32	22.50	151.82	15.34			167.16 per pull
Weekly (Mon. - Following Mon.)	129.32	22.50	151.82	15.34			167.16 per pull
Weekend (Fri. - Mon.)	129.32	22.50	151.82	15.34			167.16 per pull
Other	129.32	22.50	151.82	15.34			167.16 per pull
15c. 4 Cubic Yard Bin							
Daily (Same day Service)	129.38	22.50	151.88	20.65			172.53 per pull
Weekly (Mon. - Following Mon.)	129.38	22.50	151.88	20.65			172.53 per pull
Weekend (Fri. - Mon.)	129.38	22.50	151.88	20.65			172.53 per pull
Other	129.38	22.50	151.88	20.65			172.53 per pull
15d. 6 Cubic Yard Bin							
Daily (Same day Service)	129.49	22.50	151.99	30.68			182.67 per pull
Weekly (Mon. - Following Mon.)	129.49	22.50	151.99	30.68			182.67 per pull
Weekend (Fri. - Mon.)	129.49	22.50	151.99	30.68			182.67 per pull
Other	129.49	22.50	151.99	30.68			182.67 per pull
15e. 10 Cubic Yard Roll-Off							
Daily (Same day Service)	107.30	17.79	125.09	472.00			597.09 per pull
Weekly (Mon. - Following Mon.)	107.30	17.79	125.09	472.00			597.09 per pull
Weekend (Fri. - Mon.)	107.30	17.79	125.09	472.00			597.09 per pull
Other	107.30	17.79	125.09	472.00			597.09 per pull
15f. 20 Cubic Yard Roll-Off							
Daily (Same day Service)	104.05	17.79	121.85	177.00			298.85 per pull
Weekly (Mon. - Following Mon.)	104.05	17.79	121.85	177.00			298.85 per pull
Weekend (Fri. - Mon.)	104.05	17.79	121.85	177.00			298.85 per pull
Other	104.05	17.79	121.85	177.00			298.85 per pull

15g. 130 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total
Daily (Same day Service)	104.38	17.79	122.17	206.50		328.67 per pull
Weekly (Mon. - Following Mon.)	104.38	17.79	122.17	206.50		328.67 per pull
Weekend (Fri. - Mon.)	104.38	17.79	122.17	206.50		328.67 per pull
Other	104.38	17.79	122.17	206.50		328.67 per pull

15h. 140 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	SSC-MRF	Disposal	Total
Daily (Same day Service)	106.01	17.79	123.80	354.00		477.60 per pull
Weekly (Mon. - Following Mon.)	106.01	17.79	123.80	354.00		477.60 per pull
Weekend (Fri. - Mon.)	106.01	17.79	123.80	354.00		477.60 per pull
Other	106.01	17.79	123.80	354.00		477.60 per pull

16. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Direct to Landfill Service

16a. 2 Cubic Yard Bin	Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total
	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	129.21	22.50	151.71	5.61	157.32 per pull	
Weekly (Mon. - Following Mon.)	129.21	22.50	151.71	5.61	157.32 per pull	
Weekend (Fri. - Mon.)	129.21	22.50	151.71	5.61	157.32 per pull	
Other	129.21	22.50	151.71	5.61	157.32 per pull	

16b. 3 Cubic Yard Bin	Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total
	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	129.24	22.50	151.74	8.58	160.32 per pull	
Weekly (Mon. - Following Mon.)	129.24	22.50	151.74	8.58	160.32 per pull	
Weekend (Fri. - Mon.)	129.24	22.50	151.74	8.58	160.32 per pull	
Other	129.24	22.50	151.74	8.58	160.32 per pull	

16c. 4 Cubic Yard Bin	Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total
	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	129.28	22.50	151.78	11.55	163.33 per pull	
Weekly (Mon. - Following Mon.)	129.28	22.50	151.78	11.55	163.33 per pull	
Weekend (Fri. - Mon.)	129.28	22.50	151.78	11.55	163.33 per pull	
Other	129.28	22.50	151.78	11.55	163.33 per pull	

16d. 6 Cubic Yard Bin	Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total
	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	129.34	22.50	151.84	17.16	169.00 per pull	
Weekly (Mon. - Following Mon.)	129.34	22.50	151.84	17.16	169.00 per pull	
Weekend (Fri. - Mon.)	129.34	22.50	151.84	17.16	169.00 per pull	
Other	129.34	22.50	151.84	17.16	169.00 per pull	

16e. 10 Cubic Yard Roll-Off	Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total
	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	105.02	17.79	122.81	264.00	386.81 per pull	
Weekly (Mon. - Following Mon.)	105.02	17.79	122.81	264.00	386.81 per pull	
Weekend (Fri. - Mon.)	105.02	17.79	122.81	264.00	386.81 per pull	
Other	105.02	17.79	122.81	264.00	386.81 per pull	

16f. 20 Cubic Yard Roll-Off	Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total
	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	103.20	17.79	120.99	99.00	219.99 per pull	
Weekly (Mon. - Following Mon.)	103.20	17.79	120.99	99.00	219.99 per pull	
Weekend (Fri. - Mon.)	103.20	17.79	120.99	99.00	219.99 per pull	
Other	103.20	17.79	120.99	99.00	219.99 per pull	

16g. 30 Cubic Yard Roll-Off	Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total
	Labor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	103.39	17.79	121.17	116.92	238.57 per pull	

Weekly (Mon. - Following Mon.)	103.38	17.79	121.17	115.50	236.67	per pull
Weekend (Fri. - Mon.)	103.38	17.79	121.17	115.50	236.67	per pull
Other:	103.38	17.79	121.17	115.50	236.67	per pull
16h. 30 Cubic Yard Roll-Off	Lebor	Fuel	Total Collection	Disposal	Total	
Daily (Same day Service)	104.29	17.79	122.08	108.00	320.08	per pull
Weekly (Mon. - Following Mon.)	104.29	17.79	122.08	198.00	320.08	per pull
Weekend (Fri. - Mon.)	104.29	17.79	122.08	198.00	320.08	per pull
Other:	104.29	17.79	122.08	198.00	320.08	per pull

17. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service Food Scraps - Windrow Composting

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal	
	Lebor	Fuel	Total Collection	Composting	Disposal	Total	
17a. 2 Cubic Yard Bin							
Daily (Same day Service)	129.27	22.50	151.77	11.05		162.82	per pull
Weekly (Mon. - Following Mon.)	129.27	22.50	151.77	11.05		162.82	per pull
Weekend (Fri. - Mon.)	129.27	22.50	151.77	11.05		162.82	per pull
Other:	129.27	22.50	151.77	11.05		162.82	per pull
17b. 3 Cubic Yard Bin							
Daily (Same day Service)	129.34	22.50	151.84	16.90		168.74	per pull
Weekly (Mon. - Following Mon.)	129.34	22.50	151.84	16.90		168.74	per pull
Weekend (Fri. - Mon.)	129.34	22.50	151.84	16.90		168.74	per pull
Other:	129.34	22.50	151.84	16.90		168.74	per pull
17c. 4 Cubic Yard Bin							
Daily (Same day Service)	129.40	22.50	151.90	22.75		174.65	per pull
Weekly (Mon. - Following Mon.)	129.40	22.50	151.90	22.75		174.65	per pull
Weekend (Fri. - Mon.)	129.40	22.50	151.90	22.75		174.65	per pull
Other:	129.40	22.50	151.90	22.75		174.65	per pull
17d. 6 Cubic Yard Bin							
Daily (Same day Service)	129.52	22.50	152.02	33.80		185.82	per pull
Weekly (Mon. - Following Mon.)	129.52	22.50	152.02	33.80		185.82	per pull
Weekend (Fri. - Mon.)	129.52	22.50	152.02	33.80		185.82	per pull
Other:	129.52	22.50	152.02	33.80		185.82	per pull
17e. 10 Cubic Yard Roll-Off							
Daily (Same day Service)	104.97	17.79	122.76	260.00		382.76	per pull
Weekly (Mon. - Following Mon.)	104.97	17.79	122.76	260.00		382.76	per pull
Weekend (Fri. - Mon.)	104.97	17.79	122.76	260.00		382.76	per pull
Other:	104.97	17.79	122.76	260.00		382.76	per pull
17f. 20 Cubic Yard Roll-Off							
Daily (Same day Service)	104.26	17.79	122.05	195.00		317.05	per pull
Weekly (Mon. - Following Mon.)	104.26	17.79	122.05	195.00		317.05	per pull
Weekend (Fri. - Mon.)	104.26	17.79	122.05	195.00		317.05	per pull
Other:	104.26	17.79	122.05	195.00		317.05	per pull
17g. 30 Cubic Yard Roll-Off							
Daily (Same day Service)	104.62	17.79	122.41	227.50		349.91	per pull
Weekly (Mon. - Following Mon.)	104.62	17.79	122.41	227.50		349.91	per pull
Weekend (Fri. - Mon.)	104.62	17.79	122.41	227.50		349.91	per pull
Other:	104.62	17.79	122.41	227.50		349.91	per pull

17h. 40 Cubic Yard Roll-Off	Labor	Fuel	Total Collection	Composting	Disposal	Total
Daily (Same day Service)	106.40	17.79	124.19	390.00		514.19 per pull
Weekly (Mon. - Following Mon.)	106.40	17.79	124.19	390.00		514.19 per pull
Weekend (Fri. - Mon.)	106.40	17.79	124.19	390.00		514.19 per pull
Other:	106.40	17.79	124.19	390.00		514.19 per pull

18a. 2 Cubic Yard Bin	Collection Component (65% Labor and 15% Fuel)			Processing	Non-digestible Disposal	Total
	Labor	Fuel	Total Collection	anaerobic Digestion	Disposal	
Daily (Same day Service)	129.29	22.50	151.79	12.75		164.54 per pull
Weekly (Mon. - Following Mon.)	129.29	22.50	151.79	12.75		164.54 per pull
Weekend (Fri. - Mon.)	129.29	22.50	151.79	12.75		164.54 per pull
Other:	129.29	22.50	151.79	12.75		164.54 per pull

18b. 3 Cubic Yard Bin	Collection Component (65% Labor and 15% Fuel)			Processing	Non-digestible Disposal	Total
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	
Daily (Same day Service)	129.36	22.50	151.86	19.50		171.36 per pull
Weekly (Mon. - Following Mon.)	129.36	22.50	151.86	19.50		171.36 per pull
Weekend (Fri. - Mon.)	129.36	22.50	151.86	19.50		171.36 per pull
Other:	129.36	22.50	151.86	19.50		171.36 per pull

18c. 4 Cubic Yard Bin	Collection Component (65% Labor and 15% Fuel)			Processing	Non-digestible Disposal	Total
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	
Daily (Same day Service)	129.44	22.50	151.94	26.25		178.19 per pull
Weekly (Mon. - Following Mon.)	129.44	22.50	151.94	26.25		178.19 per pull
Weekend (Fri. - Mon.)	129.44	22.50	151.94	26.25		178.19 per pull
Other:	129.44	22.50	151.94	26.25		178.19 per pull

18d. 6 Cubic Yard Bin	Collection Component (65% Labor and 15% Fuel)			Processing	Non-digestible Disposal	Total
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	
Daily (Same day Service)	129.56	22.50	152.06	39.00		191.06 per pull
Weekly (Mon. - Following Mon.)	129.56	22.50	152.06	39.00		191.06 per pull
Weekend (Fri. - Mon.)	129.56	22.50	152.06	39.00		191.06 per pull
Other:	129.56	22.50	152.06	39.00		191.06 per pull

18e. 10 Cubic Yard Roll-Off	Collection Component (65% Labor and 15% Fuel)			Processing	Non-digestible Disposal	Total
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	
Daily (Same day Service)	108.71	17.79	126.50	600.00		726.50 per pull
Weekly (Mon. - Following Mon.)	108.71	17.79	126.50	600.00		726.50 per pull
Weekend (Fri. - Mon.)	108.71	17.79	126.50	600.00		726.50 per pull
Other:	108.71	17.79	126.50	600.00		726.50 per pull

18f. 20 Cubic Yard Roll-Off	Collection Component (65% Labor and 15% Fuel)			Processing	Non-digestible Disposal	Total
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	
Daily (Same day Service)	104.59	17.79	122.38	225.00		347.38 per pull
Weekly (Mon. - Following Mon.)	104.59	17.79	122.38	225.00		347.38 per pull
Weekend (Fri. - Mon.)	104.59	17.79	122.38	225.00		347.38 per pull
Other:	104.59	17.79	122.38	225.00		347.38 per pull

18g. 30 Cubic Yard Roll-Off	Collection Component (65% Labor and 15% Fuel)			Processing	Non-digestible Disposal	Total
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	
Daily (Same day Service)	105.00	17.79	122.79	262.50		385.29 per pull
Weekly (Mon. - Following Mon.)	105.00	17.79	122.79	262.50		385.29 per pull
Weekend (Fri. - Mon.)	105.00	17.79	122.79	262.50		385.29 per pull
Other:	105.00	17.79	122.79	262.50		385.29 per pull

18h. 40 Cubic Yard Roll-Off	Collection Component (65% Labor and 15% Fuel)			Processing	Non-digestible Disposal	Total
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal	
Daily (Same day Service)	107.66	17.79	125.45	450.00		574.55 per pull
Weekly (Mon. - Following Mon.)	107.66	17.79	125.45	450.00		574.55 per pull
Weekend (Fri. - Mon.)	107.66	17.79	125.45	450.00		574.55 per pull

574.85 per pull

Other: 107.06 17.79 124.85 450.00

19. Temporary Bin & Roll Off Box Service - Including 2, 3, 4, and 6 yard Bin Service- Transformation Route Service

	Collection Component (85% Labor and 15% Fuel)			Processing, acceptable beginning 1/1/2017		Residual Disposal	Total
	Labor	Fuel	Total Collection	SSC-MRF	Transformation	Disposal	
19a. 2 Cubic Yard Bin							
Daily (Same day Service)	129.28	22.50	151.78		11.90		163.68 per pull
Weekly (Mon. - Following Mon.)	129.28	22.50	151.78		11.90		163.68 per pull
Weekend (Fri. - Mon.)	129.28	22.50	151.78		11.90		163.68 per pull
Other:	129.28	22.50	151.78		11.90		163.68 per pull
19b. 3 Cubic Yard Bin							
Daily (Same day Service)	129.35	22.50	151.85		18.20		170.05 per pull
Weekly (Mon. - Following Mon.)	129.35	22.50	151.85		18.20		170.05 per pull
Weekend (Fri. - Mon.)	129.35	22.50	151.85		18.20		170.05 per pull
Other:	129.35	22.50	151.85		18.20		170.05 per pull
19c. 4 Cubic Yard Bin							
Daily (Same day Service)	129.42	22.50	151.92		24.50		176.42 per pull
Weekly (Mon. - Following Mon.)	129.42	22.50	151.92		24.50		176.42 per pull
Weekend (Fri. - Mon.)	129.42	22.50	151.92		24.50		176.42 per pull
Other:	129.42	22.50	151.92		24.50		176.42 per pull
19d. 6 Cubic Yard Bin							
Daily (Same day Service)	129.55	22.50	152.05		36.40		188.45 per pull
Weekly (Mon. - Following Mon.)	129.55	22.50	152.05		36.40		188.45 per pull
Weekend (Fri. - Mon.)	129.55	22.50	152.05		36.40		188.45 per pull
Other:	129.55	22.50	152.05		36.40		188.45 per pull
19e. 10 Cubic Yard Roll-Off							
Daily (Same day Service)	105.19	17.79	122.98		280.00		402.98 per pull
Weekly (Mon. - Following Mon.)	105.19	17.79	122.98		280.00		402.98 per pull
Weekend (Fri. - Mon.)	105.19	17.79	122.98		280.00		402.98 per pull
Other:	105.19	17.79	122.98		280.00		402.98 per pull
19f. 20 Cubic Yard Roll-Off							
Daily (Same day Service)	104.42	17.79	122.21		210.00		332.21 per pull
Weekly (Mon. - Following Mon.)	104.42	17.79	122.21		210.00		332.21 per pull
Weekend (Fri. - Mon.)	104.42	17.79	122.21		210.00		332.21 per pull
Other:	104.42	17.79	122.21		210.00		332.21 per pull
19g. 30 Cubic Yard Roll-Off							
Daily (Same day Service)	104.81	17.79	122.60		245.00		367.60 per pull
Weekly (Mon. - Following Mon.)	104.81	17.79	122.60		245.00		367.60 per pull
Weekend (Fri. - Mon.)	104.81	17.79	122.60		245.00		367.60 per pull
Other:	104.81	17.79	122.60		245.00		367.60 per pull
19h. 40 Cubic Yard Roll-Off							
Daily (Same day Service)	108.27	17.79	126.06		560.00		686.06 per pull
Weekly (Mon. - Following Mon.)	108.27	17.79	126.06		560.00		686.06 per pull
Weekend (Fri. - Mon.)	108.27	17.79	126.06		560.00		686.06 per pull
Other:	108.27	17.79	126.06		560.00		686.06 per pull

20. Special Event Service - Single-Material Recyclables Collection

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal	Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal		
20a. 35 gallon cart	21.39	3.75	25.14	-	(11.87)	13.27	per container
20b. 65 gallon cart	21.40	3.75	25.15	-	(11.34)	13.81	per container
20c. 95 gallon cart	21.40	3.75	25.15	-	(10.80)	14.35	per container
20d. 2 Cu. Yard Bin	128.38	22.50	150.88	-	(72.20)	78.68	per container
20e. 3 Cu. Yard Bin	128.37	22.50	150.87	-	(70.71)	80.16	per container
20f. 4 Cu. Yard Bin	128.39	22.50	150.89	-	(69.23)	81.66	per container
20g. 6 Cu. Yard Bin	128.42	22.50	150.92	-	(68.42)	84.50	per container
20h. 10 Cu. Yd. Roll-off	102.91	17.79	120.70	-	72.70	193.40	per pull
20i. 20 Cu. Yd. Roll-off	101.82	17.79	119.61	-	(26.30)	93.31	per pull
20j. 30 Cu. Yd. Roll-off	102.10	17.79	119.89	-	(1.55)	118.34	per pull
20k. 40 Cu. Yd. Roll-off	102.55	21.92	124.47	-	35.57	160.04	per pull
20l. 20 Cu. Yd. Compactor	125.74	21.92	147.65	-	(7.06)	140.59	per pull
20m. 40 Cu. Yd. Compactor	126.47	21.92	148.38	-	58.94	207.32	per pull

21. Special Event Service - Single Stream Recyclables Collection

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal	Total
	Labor	Fuel	Total Collection	Clean MRF	Disposal		
21a. 35 gallon cart	21.39	3.75	25.14	-	(11.87)	13.27	per container
21b. 65 gallon cart	21.40	3.75	25.15	-	(11.34)	13.81	per container
21c. 95 gallon cart	21.40	3.75	25.15	-	(10.80)	14.35	per container
21d. 2 Cu. Yard Bin	128.38	22.50	150.88	-	(72.20)	78.68	per container
21e. 3 Cu. Yard Bin	128.37	22.50	150.87	-	(70.71)	80.16	per container
21f. 4 Cu. Yard Bin	128.39	22.50	150.89	-	(69.23)	81.66	per container
21g. 6 Cu. Yard Bin	128.42	22.50	150.92	-	(68.42)	84.50	per container
21h. 10 Cu. Yd. Roll-off	102.91	17.79	120.70	-	72.70	193.40	per pull
21i. 20 Cu. Yd. Roll-off	101.82	17.79	119.61	-	(26.30)	93.31	per pull
21j. 30 Cu. Yd. Roll-off	102.10	17.79	119.89	-	(1.55)	118.34	per pull
21k. 40 Cu. Yd. Roll-off	102.55	21.92	124.47	-	35.57	160.04	per pull
21l. 20 Cu. Yd. Compactor	125.74	21.92	147.65	-	(7.06)	140.59	per pull
21m. 40 Cu. Yd. Compactor	126.47	21.92	148.38	-	58.94	207.32	per pull

22. Special Event Service - Direct to Landfill Service

	Collection Component (85% Labor and 15% Fuel)			Disposal Component		Total
	Labor	Fuel	Total Collection	Disposal		
22a. 35 gallon cart	21.54	3.75	25.29	1.25	26.54	per container
22b. 65 gallon cart	21.55	3.75	25.30	2.32	27.62	per container
22c. 95 gallon cart	21.57	3.75	25.32	3.39	28.71	per container
22d. 2 Cu. Yard Bin	129.21	22.50	151.71	5.51	157.22	per container
22e. 3 Cu. Yard Bin	129.24	22.50	151.74	8.58	160.32	per container
22f. 4 Cu. Yard Bin	129.28	22.50	151.78	11.55	163.33	per container
22g. 6 Cu. Yard Bin	129.34	22.50	151.84	17.16	169.00	per container
22h. 10 Cu. Yd. Roll-off	105.02	17.79	122.81	254.00	386.81	per pull
22i. 20 Cu. Yd. Roll-off	102.84	17.79	120.63	66.00	186.63	per pull
22j. 30 Cu. Yd. Roll-off	103.38	17.79	121.17	115.50	236.67	per pull
22k. 40 Cu. Yd. Roll-off	104.29	17.79	122.08	199.00	320.08	per pull
22m. 20 Cu. Yd. Compactor	127.27	21.92	149.19	132.00	281.19	per pull
22n. 40 Cu. Yd. Compactor	126.72	21.92	148.64	264.00	414.64	per pull

23. Special Event Service - Source Separated Comparable Materials Recovery Facility (SSC-MRF) Collection Service

	Collection Component (85% Labor and 15% Fuel)			Processing acceptable 1/1/2017		Residual Disposal		Total	
	Labor	Fuel	Total Collection	SSC-MRF	Disposal				
23a. 35 gallon cart	21.54	3.75	25.29	1.25	2.14			27.53	per container
23b. 65 gallon cart	21.57	3.75	25.32		4.15			29.47	per container
23c. 95 gallon cart	21.59	3.75	25.34		8.07			31.41	per container
23d. 2 Cu. Yard Bin	129.28	22.50	151.76		10.03			161.79	per container
23e. 3 Cu. Yard Bin	129.32	22.50	151.82		15.34			167.16	per container
23f. 4 Cu. Yard Bin	129.38	22.50	151.88		20.85			172.53	per container
23g. 6 Cu. Yard Bin	129.49	22.50	151.99		30.88			182.67	per container
23h. 10 Cu. Yd. Roll-off	107.30	17.79	125.09		472.00			597.09	per pull
23i. 20 Cu. Yd. Roll-off	103.41	17.79	121.20		118.00			239.20	per pull
23j. 30 Cu. Yd. Roll-off	104.38	17.79	122.17		208.50			328.67	per pull
23k. 40 Cu. Yd. Roll-off	106.01	17.79	123.80		354.00			477.60	per pull
23l. 20 Cu. Yd. Compactor	128.41	21.92	150.33		236.00			388.33	per pull
23m. 40 Cu. Yd. Compactor	131.01	21.92	152.93		472.00			624.93	per pull

24. Special Event Service - Windrow Composting Service

	Collection Component (85% Labor and 15% Fuel)			Processing		Residual Disposal		Total	
	Labor	Fuel	Total Collection	Composting	Disposal				
24a. 35 gallon cart	21.55	3.75	25.30		2.46			27.76	per container
24b. 65 gallon cart	21.58	3.75	25.33		4.57			29.90	per container
24c. 95 gallon cart	21.60	3.75	25.35		6.68			32.03	per container
24d. 2 Cu. Yard Bin	129.27	22.50	151.77		11.05			162.82	per container
24e. 3 Cu. Yard Bin	129.34	22.50	151.84		16.90			168.74	per container
24f. 4 Cu. Yard Bin	129.40	22.50	151.90		22.75			174.65	per container
24g. 6 Cu. Yard Bin	129.52	22.50	152.02		33.80			185.82	per container
24h. 10 Cu. Yd. Roll-off	107.83	17.79	125.62		520.00			645.62	per pull
24i. 20 Cu. Yd. Roll-off	103.54	17.79	121.33		130.00			251.33	per pull
24j. 30 Cu. Yd. Roll-off	104.82	17.79	122.61		227.50			349.91	per pull
24k. 40 Cu. Yd. Roll-off	106.40	17.79	124.19		390.00			514.19	per pull
24l. 20 Cu. Yd. Compactor	126.88	21.92	150.80		280.00			410.80	per pull
24m. 40 Cu. Yd. Compactor	131.54	21.92	153.46		520.00			673.46	per pull

25. Special Event Service - AD Anaerobic Digestion (AD) Service

	Collection Component (85% Labor and 15% Fuel)			Processing		Non-digestate Disposal		Total	
	Labor	Fuel	Total Collection	Anaerobic Digestion	Disposal				
25a. 35 gallon cart	21.56	3.75	25.31		2.94			28.15	per container
25b. 65 gallon cart	21.58	3.75	25.33		5.28			30.61	per container
25c. 95 gallon cart	21.61	3.75	25.36		7.71			33.07	per container
25d. 2 Cu. Yard Bin	129.29	22.50	151.79		12.75			164.54	per container
25e. 3 Cu. Yard Bin	129.36	22.50	151.86		19.50			171.36	per container
25f. 4 Cu. Yard Bin	129.44	22.50	151.94		28.25			178.19	per container
25g. 6 Cu. Yard Bin	129.58	22.50	152.08		39.00			191.08	per container
25h. 10 Cu. Yd. Roll-off	108.71	17.79	126.50		600.00			726.50	per pull
25i. 20 Cu. Yd. Roll-off	103.76	17.79	121.55		150.00			271.55	per pull
25j. 30 Cu. Yd. Roll-off	105.00	17.79	122.79		282.50			385.29	per pull
25k. 40 Cu. Yd. Roll-off	107.06	17.79	124.85		450.00			574.85	per pull
25l. 20 Cu. Yd. Compactor	129.12	21.92	151.04		300.00			451.04	per pull
25m. 40 Cu. Yd. Compactor	132.42	21.92	154.34		600.00			754.34	per pull

26. Emergency Service

Collection Component (85% Labor and 15% Fuel) Processing Residual Disposal

	Lebor	Fuel	Total Collection	Disposal	Total	
26a. 3 Cu. Yard Bin	258.39	45.00	303.39	8.58	311.97	per container
26b. 4 Cu. Yard Bin	258.43	45.00	303.43	11.55	314.98	per container
26c. 6 Cu. Yard Bin	258.49	45.00	303.49	17.18	320.65	per container
26d. 10 Cu. Yard Roll-off	207.13	35.58	242.71	264.00	506.71	per pull
26e. 20 Cu. Yard Roll-off	204.95	35.58	240.53	88.00	306.53	per pull
26f. 30 Cu. Yard Roll-off	205.50	35.58	241.08	115.50	356.58	per pull
26g. 40 Cu. Yard Roll-off	206.40	35.58	241.98	198.00	439.98	per pull

27 Other Services

27a. Residential Bulky Goods Collection Service (4 items per pick-up)	45.50	per pick-up
27b. Commercial Bulky Goods Collection Service (4 items per pick-up)	75.83	per pick-up
27c. Residential/Commercial Bulky Good Collection for items containing Freon.	25.28	per item
27d. Residential Electronic Waste Collection	25.28	per item
27e. Residential U-Waste Collection	45.50	per 5 items
27f. Commercial Electronic Waste Collection	35.39	per item
27g.	75.83	per 5 items
27h. Clean-up of Illegal Dumping	45.50	per incident
27i. Repair and Maintenance of Compactor	303.30	per service
27j. Bin Cleaning Service	50.55	per Bin
27k. Cart Replacement	66.72	per Cart
27l. Commercial Bin Wheel-Out Service (25' - 50')	15.17	per month
27m. Commercial Bin Wheel-Out Service (51' - 75')	45.50	per month
27n. Cost per Community Household Hazardous Waste Event	20,220.00	per event
27o. Residential Backyard Wheel-Out Service for Customers	20.22	per month
The Following Services will be provided to a Customer free of charge.		
27p. Commercial Bin Wheel-Out Service for a distance less than 25 feet.	-	per month
27q. Bin Locking Lids	-	per month

ARTICLE 9. RECORD KEEPING, REPORTING, INSPECTIONS AND AUDITS

9.01 General. Contractor recognizes that maintenance of accurate and complete records of its operations and timely submission to City of accurate and complete reports is an essential aspect of the services to be provided by it under this Franchise.

9.02 Record Keeping. Contractor shall maintain accurate records of: (i) personnel, (ii) equipment, (iii) Collection operations, (iv) tonnages and Disposal used for MSW and Disposal of Residue from the following facilities: Clean MRF, Dirty MRF, Composting Facility, Food Scrap Processing Facility, Construction and Demolition Debris Processing Facility and Transformation Facility, (v) Diverted Tons of Recyclable Materials, Yardwaste, Food Scraps and Construction and Demolition Debris, (vi) customer service, (vii) billing and payment, (viii) sale of Recyclable Materials, Compost, Construction and Demolition materials, and any and all energy and Anaerobic Digestate produced by an Anaerobic Digestion Facility, (ix) financial matters, and (x) other matters in such detail and format necessary to compile the reports required by this Franchise, including all reports listed in Attachment K.

9.03 Reporting. Contractor shall compile and submit complete and accurate Monthly, Quarterly, and Annual reports required by this Franchise, including those listed in Attachment K, in the format and at the frequencies specified.

9.04 Inspection by City. The City shall have the right, but not the obligation, to observe and inspect all of the Contractor's operations involved in providing services under this Franchise to determine whether Contractor is performing in accordance with this Franchise and applicable laws and regulations. Contractor shall cooperate fully

with such Inspections, including inspections and observations of operations at all Processing Facilities and Transformation Facilities. ~~In connection therewith, the City shall have the right to enter any of Contractor's facilities, observe operations for an unlimited amount of time, photograph operations and record by both written and electronic media observations, measurements, and quality of Recovered Materials, speak to any of Contractor's employees and receive a response to any inquiries directed to such employees, and review and make copies (at City's expense), of all of Contractor's operational and business records related to this Franchise.~~ If City so requests, Contractor shall make specified personnel available to accompany City employees on inspections. City's access to, and observation of activities and operations at each Processing Facility and at Transformation Facilities shall not be restricted or impaired in any way by Contractor.

City may periodically investigate Contractor's financial status to determine Contractor's financial capacity to continue to perform in accordance with this Franchise. Such investigations will be done at the sole expense of City, using such City employees or independent agents as City deems appropriate. Contractor will cooperate during such investigations and will make available for inspection such records as the City, or its agents or authorized personnel, may request.

Contractor shall maintain a complete roster of employees providing service under this Franchise. The roster shall contain the name, social security number, job classification and such other information as City may require. The City may inspect the roster, and make a copy thereof at its expense, at any time during business hours. City shall have the right to observe Containers of MSW and/or Recyclable Materials,

Yardwaste, Food Scraps, and Construction and Demolition Debris for the purpose of conducting waste audits as needed during the Term.

9.05 Compliance Reporting. Contractor shall submit monthly, quarterly and annual reports to the City documenting the disposition of MSW, Recyclable Materials, Compost, Food Scraps, Anaerobic Digestate, and energy produced by the Anerobic Digestion Facility and shall format such reports so that they may be used by the City for City's compliance with the reporting requirements of the Act or any other subsequently enacted federal, state or local laws, rules, or regulations governing integrated waste management. All Contractor's reports are subject to audit by City, or by a third-party designated by City. The accuracy of all required reports to be submitted by Contractor are of paramount importance to City. Such reports show how Contractor is tracking and allocating diverted Tons, disposed Tons, residue Tons and Tons delivered to, and marketed from, Processing Facilities. The number of Tons diverted and disposed directly impacts both the City's Diversion rate as calculated by the Act, and the City's costs of Diversion and of compliance with the Act. Therefore, City may take all necessary steps and actions to audit, analyze and review any tonnage discrepancies or any other discrepancies, in Contractor's calculations, allocations, tonnage tracking and submitted documentation and records.

In the event that City discovers any material discrepancy in Contractor's reported Diversion or Tonnages, City will notify Contractor and Contractor shall have fourteen (14) calendar days to explain or otherwise resolve the discrepancy or discrepancies to the satisfaction of City. If there remains any doubt or question about the accuracy of Contractor's calculations, allocations, documentation or disposition of Tons of MSW,

Form 13 Lake Forest

Diversion By Waste Stream

PARIS CODE	WASTE STREAM	REPORTED TONS	ANTICIPATED TONS (START)	PROJECTED DIVERSION	AFTER 6 MOS, PROJECTED TONS
RESIDENTIAL					
	Single-Family - Total	30,876			30,876
	MSW Disposal - landfill	17,254	17,254	N/A	12,722
	SERRF - existing program	884	884		0
2000-RC-CRB	Blue Commingled SS Cart(s)	5,205	5,205	90%	7,400
3000-CM-RCG	Green Waste Cart(s)	7,533	7,533	100%	8,374
2080-RC-SPE	Bulky Items Diversion		1,000	90%	900
2080-RC-SPE	Universal Waste Diversion		100	90%	90
2080-RC-SPE	E-Waste Diversion		200	100%	200
2070-RC-SNL	Holiday Tree Diversion		100	100%	100
9010-HH-PMC	HHW Collections		50	100%	50
2020-RC-BYB	Buy Back Center		800	100%	800
2010-RC-DRP	Drop Off		300	80%	240
3070-CM-OTH	Food Scraps with Yardwaste (future program not included in totals)	3,400	3,400	100%	3,400
	Multi-family Residential - Total	15,000			15,000
	MSW Disposal	15,000	15,000	N/A	6,300
2030-RC-OSP	Source Separated Single Material		2,500	98%	2,450
2030-RC-OSP	Source Separated Single Stream		2,500	50%	1,250
7000-FR-MRF	A Routing (when established)		10,000	50%	5,000
COMMERCIAL					
	Commercial & Business Bins - Total	17,110			17,110
	MSW Disposal	15,607	15,607	N/A	6,810
	SERRF - existing program	64	64		0
	Misc. Recycling programs	1,439	1,439		0
2030-FR-MRF	A Routing (when established)		10,000	50%	5,000
2030-RC-OSP	Source Separated Single Material		2,500	90%	2,250
2030-RC-OSP	Source Separated Single Stream		2,500	50%	1,250
3020-CM-COG	Yardwaste		1,000	100%	1,000
3040-CM-FWC	Food Scraps		800	100%	800
	Compactors - Total	1,128			1,128
	MSW Disposal	1,128	1,128	N/A	520
7000-FR-MRF	A Route (Dry Materials)		900	60%	540
7000-FR-MRF	B Route (Wet Material if needed)		228	30%	68
	Roll-Off Boxes - Total	1,000			1,000
	MSW Disposal	1,000	1,000	N/A	64
4070-SP-DSD	Disaster Debris		0	80%	
4060-SP-CAR	Source Separated inerts		410	100%	410
4050-SP-WDW	Source Separated Wood Waste		200	100%	200
4030-SP-WHG	Source Separated White Goods		100	100%	100
4040-SP-SCM	Source Separated Scrap Metal		100	100%	100
4020-SP-TRS	Source Separated Tires		40	90%	36
	Permanent Service		150	60%	90
TEMPORARY SERVICES					
	Roll-Off Boxes - Total	4,000			4,000
	MSW Disposal	4,000	4,000	N/A	720
7000-FR-MRF	CUB's 3-6 yard Bins		800	60%	480
7000-FR-MRF	C&D Mixed R/O		1,200	75%	900
4100-SP-OTH	Source-Separated C&D mixed		500	90%	450
4060-SP-CAR	Source Separated Low Boy		500	100%	500
4060-SPWDW	Source Separated Hi-Sides		500	90%	450
SCM,WTG,TRS	Source Separated		500	100%	500
Included Above	Special Events Diversion				
Included Above	Public Education Programs				
Included Above	City Facility Diversions				

SOLID WASTE FACILITY PERMIT		Facility Number: 30-AB-0395																								
1. Name and Street Address of Facility: CR&R South County Materials Recovery Facility 31641 Ortega Highway San Juan Capistrano, CA 92675	2. Name and Mailing Address of Operator: CR&R, Inc. P.O. Box 1100 San Juan Capistrano, CA 92893	3. Name and Mailing Address of Land Owner: Rancho Mission Viejo, LLC P.O. Box 9 San Juan Capistrano, CA 92693																								
4. Operating Terms and Specifications:																										
a. Permitted Operations: <input type="checkbox"/> Solid Waste Disposal Site <input type="checkbox"/> Transformation Facility <input checked="" type="checkbox"/> Transfer/Processing Facility <input checked="" type="checkbox"/> Composting/Chipping and Grinding																										
b. Permitted Days and Hours of Operation: Receipt and Transfer of Solid Waste, Processing of Solid Waste, and Maintenance Activities 6:00 a.m. - 6:00 p.m. the first 180 days of operation, Monday through Saturday 24 hours a day, 7 days a week after the first 180 days of operation.																										
c. Permitted Maximum Tonnage: <u>980</u> Total Tons Per Day																										
d. Key Design Parameters:																										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Total</th> <th>Disposal</th> <th>Transfer/Processing and Composting/Chipping and Grinding</th> <th>Transformation</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5.0</td> <td style="text-align: center;">NA</td> <td style="text-align: center;">5.0</td> <td style="text-align: center;">NA</td> </tr> <tr> <td style="text-align: center;">Facility Capacity (cubic yards)</td> <td style="text-align: center;">NA</td> <td style="text-align: center;">3,920⁽¹⁾</td> <td style="text-align: center;">NA</td> </tr> <tr> <td style="text-align: center;">Max. Elevation (Ft. MSL)</td> <td style="text-align: center;">NA</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Max. Depth (Ft.)</td> <td style="text-align: center;">NA</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Estimated Closure Date:</td> <td style="text-align: center;">NA</td> <td></td> <td></td> </tr> </tbody> </table>	Total	Disposal	Transfer/Processing and Composting/Chipping and Grinding	Transformation	5.0	NA	5.0	NA	Facility Capacity (cubic yards)	NA	3,920 ⁽¹⁾	NA	Max. Elevation (Ft. MSL)	NA			Max. Depth (Ft.)	NA			Estimated Closure Date:	NA			
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Max. Depth (Ft.)	NA																									
Estimated Closure Date:	NA																									
Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and shall strictly be abided.																										
(1) Facility capacity was determined by multiplying 980 tons by 4 cubic yards per ton, which equates to 3,920 cubic yards.																										
5. Approval: Approving Officer Signature Steven K. Wong, REHS, MPH, Director	6. Enforcement Agency Name and Address: County of Orange Health Care Agency Environmental Health Orange County Solid Waste Local Enforcement Agency 1241 East Dyer Road, Suite 120 Santa Ana, CA 92705-5611																									
7. Date Received by CTWMB: OCT 20 2005	8. CTWMB Concurrence Date:																									
9. Permit Issued Date:	10. Permit Review Due Date:	11. Permit Transfer Date: NA																								

SOLID WASTE FACILITY PERMIT	Facility Number: 30-AB-0395												
<p>12. Legal Description of Facility: The legal description for the CR&R South County Materials Recovery Facility is described within Appendix 7 of the Transfer/Processing Report and Report of Composting Site Information. Assessor's Parcel Number is 124-161-45.</p>													
<p>13. Findings:</p> <ol style="list-style-type: none"> a. This Solid Waste Facility Permit is consistent with the County of Orange Countywide Integrated Waste Management Plan, which was approved by the California Integrated Waste Management Board (CIWMB) on March 27, 1996. The location of the CR&R South County Materials Recovery Facility is identified and described in the County of Orange's Nondisposal Facility Element, pursuant to Public Resources Code (PRC) Section 50001 (c). An amendment of the County of Orange's Nondisposal Facility Element to include the CR&R South County Materials Recovery Facility was approved by the CIWMB on September 20, 2005 (CIWMB Resolution No. 2005-244). b. This Solid Waste Facility Permit is consistent with the standards adopted by the CIWMB, pursuant to PRC Section 44010. c. The design and operation of the CR&R South County Materials Recovery Facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Orange County Solid Waste Local Enforcement Agency (LEA), pursuant to PRC Section 44009. d. On October XX, 2005, the County of Orange Resources and Development Management Department adopted Mitigated Negative Declaration PA05-0029 (SCH No. 2005091083) to allow CR&R, Inc. to operate a 5-acre transfer/processing facility with the capabilities to conduct within-vessel composting and chipping and grinding activities. A Notice of Determination for the adoption of Mitigated Negative Declaration PA05-0029 (SCH No. 2005091083) was filed with the Orange County Clerk-Recorder's Office and the Office of Planning and Research on October XX, 2005. 													
<p>14. Permissions and Prohibitions:</p> <p><u>Permissions</u></p> <ol style="list-style-type: none"> 1. The acceptance and processing of non-hazardous solid waste is limited to residential waste, commercial waste, industrial waste, construction and demolition waste, yard trimmings, food materials, and universal waste. 2. Within-vessel composting of food materials is permitted. 3. Chipping and grinding activities shall be limited to yard trimmings and wood waste. Composting of yard trimmings and wood waste is prohibited. <p><u>Prohibitions</u></p> <ol style="list-style-type: none"> 1. CR&R South County Materials Recovery Facility is strictly prohibited from accepting the following types of waste: agricultural solid wastes, non-consumable animal flesh or parts, ashes, biohazardous wastes, biosolids, friable asbestos, grease trap pumpings, hazardous waste which has not been classified as universal waste, incinerator residue, liquid waste, manure, medical waste, oil field operating waste, radioactive waste, semi-solid waste, septic tank pumpings, sewage sludge, and street refuse. At least one trained load checker shall be onsite to verify that each load does not contain prohibited waste. If the prohibited waste is determined to be hazardous waste, the hazardous waste shall be immediately stored in the hazardous waste storage area. 2. No scavenging or open burning permitted. 3. No public dumping permitted. Only refuse trucks operated by CR&R, Inc. or contracted by CR&R, Inc. are permitted to transport solid waste into the facility. 													
<p>15. The following documents describe and/or restrict the operation of this facility:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 20%; text-align: center;">Date</th> <th style="width: 40%;"></th> <th style="width: 20%; text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td>Transfer/Processing Report Report of Composting Site Information Odor Impact Minimization Plan</td> <td style="text-align: center;">10/2005 10/2005 10/2005</td> <td style="text-align: center;">Administrative Site Plan PA 05-0029</td> <td style="text-align: center;">05/2005</td> </tr> <tr> <td>MND PA05-0029 (SCH No. 2005091083)</td> <td style="text-align: center;">10/XX/2005</td> <td></td> <td></td> </tr> </tbody> </table>			Date		Date	Transfer/Processing Report Report of Composting Site Information Odor Impact Minimization Plan	10/2005 10/2005 10/2005	Administrative Site Plan PA 05-0029	05/2005	MND PA05-0029 (SCH No. 2005091083)	10/XX/2005		
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MND PA05-0029 (SCH No. 2005091083)	10/XX/2005												

SOLID WASTE FACILITY PERMIT	Facility Number: 30-AB-0395										
<p>16. Self Monitoring: CR&R South County Materials Recovery Facility shall submit the results of the following self-monitoring programs to the Orange County Solid Waste Local Enforcement Agency by the due dates below. In addition, such records shall also be made available to the LEA during the inspections and shall be accurate and documented within 7 days of the activity data. Each self-monitoring report shall include:</p>											
Program	Reporting Frequency										
<p>a. Daily and monthly quantities (in tons) and types of waste received as categorized in the following:</p> <ol style="list-style-type: none"> 1. Residential Waste, Commercial Waste, Industrial Waste. 2. Construction and Demolition Waste. 3. Food Materials. 4. Yard Trimmings. 5. Universal Waste. 	Quarterly										
<p>b. Monthly totals of the types and quantities, in tons, of materials recovered/salvaged and sent to markets and other facilities. Daily and monthly totals, in cubic yards, of compost produced. Daily and monthly totals, in tons or cubic yards, of chip and grind yard trimmings and wood waste produced.</p>	Quarterly										
<p>c. Laboratory results for the maximum metal concentrations, as measured in mg/kg, fecal coliform densities, as measured in Most Probable Number per gram of total solids, and Salmonella densities, as measured in 3 Most Probable Number per 4 grams of total solids, for the within-vessel composting of food materials. In addition, daily temperature measurements of the compost shall be included.</p>	Quarterly										
<p>d. Daily and monthly tonnages of the quantity of residual waste loaded into transfer trailers and hauled for disposal and/or additional processing.</p>	Quarterly										
<p>e. Results of the prohibited waste (as specified in Section 14: Permissions and Prohibitions) screening/load checking program (quantities and types) and the disposition of these wastes.</p>	Quarterly										
<p>f. A summary of the Log of Special/Unusual Occurrences (S/U O) documenting, but not limited to, accidents, employee injuries, fires, explosions, receipt or rejection of prohibited wastes, hazardous waste incidents, unscheduled shutdowns, vandalism, etc. and the operator's actions in response.</p>	Quarterly										
<p>g. Logs of all verbal and copies of all written complaints (pertaining to LEA-regulated parameters and state minimum standards) regarding activities at CR&R South County Materials Recovery Facility and the operator's actions in response.</p>	Quarterly										
<p>h. All regulatory notices (e.g., Notice to Comply, Notice of Violation, Notice & Order, Cease & Desist Order, Clean-up & Abatement Order) received by CR&R South County Materials Recovery Facility and the operator's actions in response.</p>	Quarterly										
<p>i. Certification by the operator that the Odor Impact Minimization Plan has been reviewed annually to determine if any revisions are necessary.</p>	Annually by February 1										
<p>The self-monitoring report shall be submitted in accordance with the following schedule:</p> <table style="width: 100%; margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Reporting Period</u></th> <th style="text-align: center;"><u>Report Due</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">January through March</td> <td style="text-align: center;">May 1</td> </tr> <tr> <td style="text-align: center;">April through June</td> <td style="text-align: center;">August 1</td> </tr> <tr> <td style="text-align: center;">July through September</td> <td style="text-align: center;">November 1</td> </tr> <tr> <td style="text-align: center;">October through December</td> <td style="text-align: center;">February 1</td> </tr> </tbody> </table>		<u>Reporting Period</u>	<u>Report Due</u>	January through March	May 1	April through June	August 1	July through September	November 1	October through December	February 1
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January through March	May 1										
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July through September	November 1										
October through December	February 1										

SOLID WASTE FACILITY PERMIT	Facility Number: 30-AB-0395
<p>17. Orange County Solid Waste Local Enforcement Agency Conditions:</p> <p><i>(These conditions shall be in addition to conditions of other documents controlling the operations and/or design of the facility.)</i></p> <ul style="list-style-type: none">a. The operator shall comply with all state minimum standards for receiving, processing, storage, and transfer of solid waste as specified in Chapter 3.0, Division 7, Title 14 of the California Code of Regulations (CCR) for transfer/processing activities. In addition, the operator shall comply with all state minimum standards for the composting of food materials and chipping and grinding of yard trimmings and wood waste as specified in Chapter 3.1, Division 7, Title 14 CCR.b. Nothing in this Solid Waste Facility Permit shall prevent the operator from complying with all other federal, state, and local requirements. Nothing in these conditions shall be construed as relieving the operator of CR&R South County Materials Recovery Facility, or designee from the obligation of obtaining all required permits, licenses, or other clearances and complying with all orders, laws, regulations, reports, or other requirements of other regulatory or enforcement agencies.c. The LEA reserves the right to prohibit, suspend, modify, or condition the handling of solid waste or operations at CR&R South County Materials Recovery Facility in order to protect public health and safety; to prevent potential health hazards, and/or public nuisances; to protect the environment; or to mitigate adverse environmental impacts.d. This permit is subject to periodic review and may be modified, suspended, or revoked, at any time by the LEA for sufficient cause in accordance with FRC Section 44305.e. The operator shall notify the LEA in writing with proposed amendments to the Transfer/Processing Report and/or Report of Composting Site Information at least one hundred eighty (180) calendar days in advance of the proposed changes (as determined by the LEA) to the facility's design or operation to allow for early consultation, completion of all required documents, due process review, filing and the completion of all related permitting processes. Such notification is required for the following changes, but not limited to: permitted tons per day limit, permitted areas of operation, changes in types of waste to be accepted, compost feedstock, chipping and grinding feedstock, addition of facility equipment and structures, and changes in operation and procedures not fully described in the Transfer/Processing Report and/or Report of Composting Site Information.f. Although CR&R South County Materials Recovery Facility is permitted to accept residential waste, commercial waste, industrial waste, and universal waste, the intent of the operator is to accept construction and demolition waste, yard trimmings for chipping and grinding, and food material for within-vessel composting. Therefore, prior to the facility initially accepting residential waste, commercial waste, industrial waste, or universal waste, the facility operator shall notify the LEA at least 30 days prior to acceptance of such waste.g. Adjacent to the CR&R South County Materials Recovery Facility is CR&R's 6.4 acre recycling facility, refuse hauling and maintenance yard (collectively referred to as "CR&R Hauling Yard"). This Solid Waste Facility Permit is exclusive of the CR&R Hauling Yard operations and only applies to the CR&R South County Materials Recovery Facility. In order for the CR&R Hauling Yard to remain exempt from the LEA's permitting and inspection program, all waste destined to be accepted and processed at the CR&R South County Materials Recovery Facility shall be conducted within the permitted 5-acre facility boundary as specified in the Transfer/Processing Report. However, once the recyclables and compostable product are removed from the waste stream, such materials are permitted to be stored at the CR&R Hauling Yard provided that no public nuisances are created.h. As outlined in Section 16, the operator shall maintain at the facility a daily log of special/unusual occurrences (S/U O). The log shall document, but not be limited to: public nuisance complaints pertaining to LEA-regulated parameters and state minimum standards (e.g., noise, dust, offsite migration of litter, etc.), fires, explosions, receipt or rejection of prohibited wastes, incidents of personal injury, vandalism, accidents and/or property damage. In addition, an odor complaint log shall also be maintained documenting all verbal and written complaints received by the operator. Each log entry shall be accompanied by a summary of the responses/corrective actions taken by the operator to mitigate any negative impacts of each occurrence. Days without incidents of S/U O shall be noted with an appropriate negative entry for such days such as: "No S/U O today." The logs shall be readily accessible to the LEA upon request. Such records shall be accurate and documented within 7 days of the activity date.i. Additional information concerning the design/operation of this facility shall be furnished to the LEA within 10 business days upon request.j. All loads entering CR&R South County Materials Recovery Facility shall undergo load checking in a manner meeting the approval of the LEA. At least one load checker shall be onsite to verify that each load does not contain prohibited waste. If a prohibited waste such as medical waste, biosolids, liquid waste, etc. (for a complete listing of prohibited waste, refer to Section 14 of this permit) is received, the waste shall not be processed at the facility but shall be transferred for disposal or processed at another waste processing facility. If a prohibited waste such as hazardous waste is inadvertently received, the prohibited waste shall be removed from processing for temporary storage in the hazardous waste storage area. The storage and reporting of all hazardous waste shall be in accordance with all applicable laws and regulations.	

SOLID WASTE FACILITY PERMIT	Facility Number: 30-AB-0395
<p>k. Universal waste is permitted to be accepted at CR&R South County Materials Recovery Facility. However, CR&R South County Materials Recovery Facility is prohibited from allowing any universal waste from becoming residual waste that could be disposed at a landfill.</p> <p>l. At all times, there shall be litter control personnel and/or other adequate measures to preclude litter from blowing and accumulating off-site. All litter shall be properly disposed in refuse receptacles and transported offsite within the timeframes as specified in LEA condition (n).</p> <p>m. The tarping/untarping of roll off bins, transfer trailers, and refuse trucks owned, operated, or contracted by CR&R, Inc. shall be conducted within the facility boundary of the CR&R South County Materials Recovery Facility or within CR&R's Hauling Yard. The tarping/untarping of roll off bins, transfer trailers, and refuse trucks owned, operated, or contracted by CR&R, Inc. is prohibited on Ortega Highway or on any access road leading from Ortega Highway to the facilities.</p> <p>n. All residual solid waste destined for disposal or sent to another waste processing facility shall be removed offsite within 48 hours following receipt (72 hour removal time if the incoming load is received prior to a holiday). Solid waste which has been determined to have economic value and can be returned to the market for recycling and reuse (such as California Redemption Value (CRV) recyclables, paper, cardboard, wood, dirt, concrete, etc.) are not subject to the 48 hour removal time provided that they have been separated from any unprocessed waste pile. At no time shall the storage of recyclables create a nuisance or violate the transfer/processing state minimum standards as determined by the LEA.</p> <p>o. All incoming yard trimmings shall be chip and grind and removed offsite within 48 hours (72 hour removal time if the incoming load is received prior to a holiday) upon receipt. In order to prevent inadvertent or advertent composting of the yard trimmings and wood waste, the stockpiles shall not be aerated (e.g., windrow turning, aerated static pile, etc.) or frequently watered except for dust control. Ponding is prohibited.</p> <p>p. The within-vessel composting shall only utilize food materials as acceptable feedstock. The Process to Further Reduce Pathogens (PFRP) shall be conducted for a period of no less than 72 consecutive hours. Once the composting process is complete, the product shall be stored in containers or roll off bins and adequately covered to prevent the generation of odorous nuisances, vectors, attraction of birds, and particulate matter. Composting of mammalian tissue, flesh, organs, carcasses, blood, bone and marrow, except from the food service industry, grocery stores, and residential sources, is prohibited. No amendments or additives shall be added that would render the product hazardous.</p> <p>q. During the days and hours CR&R South County Materials Recovery Facility will be in operation, dust suppression (e.g., misting systems, periodic application of water) will be performed to limit the generation of particulate matter (PM 10).</p> <p>r. Within 90 days of this Solid Waste Facility Permit being issued to CR&R South County Materials Recovery Facility, the operator shall submit evidence to the LEA that the facility has met the standards of the local fire authority to ensure the facility has adequate controls for fire prevention, adequate water supply, and fire suppression equipment.</p> <p>s. The operator shall notify the LEA by phone or e-mail as soon as the maximum permitted daily tonnage has been exceeded. The operator shall provide the LEA in writing within 48 hours the reasons for the exceedance and the measures and procedures to prevent a recurrence.</p> <p>t. Personnel assigned to the facility shall be adequately trained in subjects pertinent to transfer/processing operations and maintenance, within-vessel composting operations, chipping and grinding activities, solid waste management, prohibited materials recognition and screening, use of mechanized equipment, odor management, personal protection equipment, safety training, and emergency procedures. A record of such training shall be maintained at the site and available for review by the LEA.</p> <p>u. Appropriate safety equipment including hard hats, hearing protection, safety goggles, gloves, safety boots, insect repellent, and respiratory protection shall be provided and available to all personnel assigned to the facility and must be worn as necessary to prevent injuries.</p>	

CR&R

April 6, 2011

County of Orange Health Care Agency
Environmental Health
Orange County Solid Waste Local Enforcement Agency
1241 East Dyer Road, Suite 120
Santa Ana, CA 92705-5611

Re: Facility Number 30-AB-0395
CR&R South County Material Recovery Facility

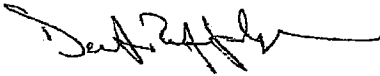
To whom it is of Concern:

Please accept this as thirty (30) day notice of CR&R's intent to accept Commercial "A" and select Industrial Route wastes at the above identified Facility.

Per Section 17 f., notice of acceptance of any wastes not considered construction and demolition (C & D) must have notification to the LEA.

Thank you

Sincerely,



Dean A. Ruffridge,
Senior Vice President

CC: David Ronnenberg, COO

CR&R INCORPORATED
11292 WESTERN AVE.
P.O. BOX 125
STANTON, CA 90680
800.526.9677
1-325-9049
1-714-62-7111

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange	
SWIS Facility File Number (99-xx-9999)		Inspection Date	Program Code
30-AB-0395		12/18/2012	LEA Periodic
Time In		Time Out	Inspection Time
Facility Name		Received By	
CR&R South County MRF		CR&R South County Materials Recovery	
Facility Location		Owner Name	
31641 Ortega Highway, San Juan Capistrano 92675			
Inspector		Also Present (Name)	
James Strozier		B. Zavala (CR&R)	
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 30 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 18 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)</small>			
<input checked="" type="checkbox"/>	No Violations or Areas of Concern		
<input type="checkbox"/>	A. Regulations		
Inspection Report Comments:			
Monthly Inspection			
Inspection Notes:			
<ol style="list-style-type: none"> 1. The day was cold and rainy. 2. No offsite litter was observed. 3. The Special Occurrences Log was checked by the LEA. No special occurrences were reported. 4. The tonnage log was also checked. The maximum tonnage for this inspection period was 469 tons on December 11, 2012. This is below the maximum daily tonnage of 980 tons specified the Solid Waste Facility Permit. 5. No prohibited waste was observed in the waste piles. 6. No odors were detected on or off site. 7. The facility was wet and muddy from the rains, but no litter or debris was observed outside the waste piles. 			
No Violations or Areas of Concern			

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange			
SWIS Facility File Number (99-xx-9999)		Inspection Date		Program Code	
30-AB-0396		1/3/2013		LEA Periodic	
Time In	9:45 AM	Time Out	10:15 AM	Inspection Time	0.5 hour
Facility Name			Received By		
CR&R South County MRF			CR and R South County Materials Recovery		
Facility Location			Owner Name		
31641 Ortega Highway, San Juan Capistrano 92675					
Inspector			Also Present (Name)		
Garrett Bright			B. Zavala (CR&R)		
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 20 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)</small>					
<input checked="" type="checkbox"/> No Violations or Areas of Concern					
<input type="checkbox"/> A Regulations					
Inspection Report Comments:					
Monthly Inspection Inspection Notes: 1. No odors were detected off-site. 2. Dust was not migrating from the site. 3. The sorting line of the material recovery facility was not operating during the inspection. All employees were wearing appropriate personal protective equipment. 4. The tonnage log was up to date and available for review. The maximum tonnage received was 332 tons on December 21, 2012. Currently, the maximum permitted tonnage is 980 tons per day. 5. The log of special occurrences was complete. No special occurrences or odor complaints to report. 6. Greenwaste temperature log was up to date. All greenwaste temperatures were below 122° F. 7. The LEA did not observe any piles of greenwaste on-site. 8. No problems observed during the inspection.					
No Violations or Areas of Concern					

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange			
SWIS Facility File Number (99-xx-9999)		Inspection Date		Program Code	
30-AB-0395		2/25/2013		LEA Periodic	
Time In	10:00 AM	Time Out	10:30 AM	Inspection Time	0.5 hour
Facility Name			Received By		
CR&R South County MRF			CR and R South County Materials Recovery		
Facility Location			Owner Name		
31641 Ortega Highway, San Juan Capistrano 92675					
Inspector			Also Present (Name)		
Garrett Bright			B. Zavala & D. McCray (CR&R)		
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 35 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)</small>					
<input checked="" type="checkbox"/>	No Violations or Areas of Concern				
<input type="checkbox"/>	Regulations				
Inspection Report Comments:					
Monthly Inspection					
Inspection Notes:					
<ol style="list-style-type: none"> 1. No odors were detected off-site. 2. Dust was not migrating from the site. 3. The sorting line of the material recovery facility was operating during the inspection. All employees were wearing appropriate personal protective equipment. 4. The tonnage log was up to date and available for review. The maximum tonnage received was 301 tons on February 19, 2013. Currently, the maximum permitted tonnage is 980 tons per day. 5. The log of special occurrences was complete. No special occurrences or odor complaints to report. 6. Greenwaste temperature log was up to date. All greenwaste temperatures were below 122° F. 7. The LEA did not observe any piles of greenwaste on-site. 8. No problems observed during the inspection. 					
No Violations or Areas of Concern					

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange			
SWIS Facility File Number (99-xx-9999)		Inspection Date		Program Code	
30-AB-0395		3/18/2013		LEA Periodic	
Time In	12:00 PM	Time Out	12:30 PM	Inspection Time	0.5 hour
Facility Name			Received By		
CR&R South County MRF			CR and R South County Materials Recovery		
Facility Location			Owner Name		
31641 Ortega Highway, San Juan Capistrano 92675					
Inspector			Also Present (Name)		
Garrett Bright			B. Zavela (CR&R)		
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 36 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)</small>					
<input checked="" type="checkbox"/>	No Violations or Areas of Concern				
<input type="checkbox"/>	A. Regulations				
Inspection Report Comments:					
Monthly Inspection					
Inspection Notes:					
<ol style="list-style-type: none"> 1. No odors were detected off-site. 2. Dust was not migrating from the site. 3. The sorting line of the material recovery facility was not operating during the inspection. All employees were wearing appropriate personal protective equipment. 4. The tonnage log was up to date and available for review. The maximum tonnage received was 331 tons on March 6, 2013. Currently, the maximum permitted tonnage is 980 tons per day. 5. The log of special occurrences was complete. No special occurrences or odor complaints to report. 6. The LEA did not observe any piles of greenwaste on-site. 7. No problems observed during the inspection. 					
No Violations or Areas of Concern					

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange		Program Code	
SWIS Facility File Number (99-xx-9999)		Inspection Date		LEA Periodic	
30-AB-0395		4/18/2013			
Time In	9:15 am	Time Out	9:45 am	Inspection Time	0.5 hour
Facility Name			Received By		
CR&R South County MRF			CR and R South County Materials Recovery		
Facility Location			Owner Name		
31641 Ortega Highway, San Juan Capistrano 92675					
Inspector			Also Present (Name)		
Dean Clarke			D. McCray (operator)		
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 30 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 16 AND TITLE BY CALIFORNIA CODE OF REGULATIONS (CCR)</small>					
<input checked="" type="checkbox"/>	No Violations or Areas of Concern				
<input type="checkbox"/>	<input type="checkbox"/>	Regulations			
Inspection Report Comments:					
Monthly inspection					
Inspection Notes:					
<ol style="list-style-type: none"> 1. Litter and dust were not observed migrating off-site. 2. The sorting line of the material recovery facility was in operation during the inspection. 3. Since the last LEA inspection on March 18, 2013, the maximum tonnage received was 468 tons on March 21, 2013. Currently, the maximum permitted tonnage is 980 tons per day. 4. The log of special occurrences was complete. No special occurrences or odor complaints to report since the last LEA inspection on March 18, 2013. 5. The LEA did not detect any odors off-site from migrating from this operation. 6. No operational issues observed during this inspection. 					
No Violations or Areas of Concern					

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange			
SWIS Facility File Number (99-xx-9999)		Inspection Date		Program Code	
30-AB-0395		5/21/2013		LEA Periodic	
Time In	10:00 am	Time Out	10:30 am	Inspection Time	0.5 hour
Facility Name			Received By		
CR&R South County MRF			CR and R South County Materials Recovery		
Facility Location			Owner Name		
31641 Ortega Highway, San Juan Capistrano 92675					
Inspector			Also Present (Name)		
Dean Clarke			B. Zavala (operator)		
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 37 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 16 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)</small>					
<input checked="" type="checkbox"/>	No Violations or Areas of Concern				
<input type="checkbox"/>	Regulations				
Inspection Report Comments:					
Monthly Inspection					
Inspection Notes:					
<ol style="list-style-type: none"> 1. Litter and dust were not observed migrating off-site. 2. The sorting line of the material recovery facility was in operation during the inspection. 3. Since the last LEA inspection on April 18, 2013, the maximum tonnage received was 319 tons on April 22, 2013. Currently, the maximum permitted tonnage is 980 tons per day. 4. The log of special occurrences was complete. No special occurrences or odor complaints to report since the last LEA inspection on April 22, 2013. 5. The LEA did not detect any off-site odors from this operation. 6. No operational issues observed during this inspection. 7. The LEA received the First Quarter 2013 Self Monitoring Report on April 23, 2013. This report is complete. 					
No Violations or Areas of Concern					

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange			
SWIS Facility File Number (99-xx-9999)		Inspection Date		Program Code	
30-AB-0395		6/11/2013		LEA Periodic	
Time In	9:15 am	Time Out	10:00 am	Inspection Time	
Facility Name			Received By		
CR&R South County MRF			CR and R South County Materials Recovery		
Facility Location			Owner Name		
31641 Ortega Highway, San Juan Capistrano 92675					
Inspector			Also Present (Name)		
Dean Clarke			J. Flores (operator)		
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 38 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 11 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)</small>					
<input checked="" type="checkbox"/>	No Violations or Areas of Concern				
<input type="checkbox"/>	A Regulations				
Inspection Report Comments:					
<p>Monthly Inspection Inspection Notes:</p> <ol style="list-style-type: none"> 1. Litter and dust were not observed migrating off-site. 2. The sorting line of the material recovery facility was in operation during the inspection. 3. Since the last LEA inspection on April 18, 2013, the maximum tonnage received was 376 tons on May 30, 2013. Currently, the maximum permitted tonnage is 980 tons per day. 4. The log of special occurrences was complete. No special occurrences or odor complaints to report since the last LEA inspection on May 21, 2013. 5. The LEA did not detect any off-site odors from this operation. 6. No operational issues observed during this inspection. <p>No Violations or Areas of Concern</p>					

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange			
SWIS Facility File Number (99-xx-9899)		Inspection Date		Program Code	
30-AB-0395		7/16/2013		LEA Periodic	
Time In	8:50 am	Time Out	9:50 am	Inspection Time	
Facility Name			Received By		
CR&R South County MRF			CR & R South County Materials Recovery		
Facility Location			Owner Name		
31641 Ortega Highway, San Juan Capistrano 92675					
Inspector			Also Present (Name)		
James Strozier			B. Zavala (CR&R)		
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 30 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 11 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)</small>					
<input checked="" type="checkbox"/> No Violations or Areas of Concern					
<input type="checkbox"/> A Regulations					
Inspection Report Comments:					
Monthly Inspection					
Inspection Notes:					
<ol style="list-style-type: none"> 1. The access road was free of litter. 2. No litter was observed along the fence line of the facility. 3. No birds were observed at the facility 4. The sorting line was in operation during the inspection. 5. No significant odors were detected on or off site. 6. Several pieces of treated wood waste were observed in a waste pile. The treated wood waste was removed for proper disposal. 7. The Special Occurrences Log was reviewed by the LEA. No special occurrences were reported. 8. The tonnage log was also reviewed. The maximum tonnage for this inspection period was 434 tons on June 24, 2013. This is below the maximum daily tonnage of 980 tons specified by the Solid Waste Facility Permit. 9. No problems were observed at the facility. 					
No Violations or Areas of Concern					

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange			
SWIS Facility File Number (99-xx-9999)		Inspection Date		Program Code	
30-AB-0395		8/13/2013		LEA Periodic	
Time In	9:05 am	Time Out	10:15 am	Inspection Time	
Facility Name			Received By		
CR&R South County MRF			CR & R South County Materials Recovery		
Facility Location			Owner Name		
31641 Ortega Highway, San Juan Capistrano 92675					
Inspector			Also Present (Name)		
James Strozler			B. Zavala (CR&R)		
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 20 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 22 AND TITLE 23 CALIFORNIA CODE OF REGULATIONS (CCR)</small>					
<input checked="" type="checkbox"/>	No Violations or Areas of Concern				
<input type="checkbox"/>	A Regulations				
Inspection Report Comments:					
Monthly Inspection					
Inspection Notes:					
<ol style="list-style-type: none"> 1. The tonnage log was checked by the LEA. The maximum tonnage for this inspection period was 402 tons on August 7, 2013. This is less than the maximum daily tonnage of 980 tons specified by the Solid Waste Facility Permit. 2. The Special Occurrences Log was checked by the LEA. No special occurrences were reported. 3. No odors were detected offsite. 4. No litter was observed offsite. 5. The sorting line was in operation during the inspection. No dust was being generated by the operation. 6. One piece of treated wood waste was observed in a waste pile. The piece of treated wood was removed for proper disposal. No other prohibited or hazardous wastes were observed in the waste piles. 7. No flies or other vectors were observed at the facility. 					
No Violations or Areas of Concern					

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange	
SWIS Facility File Number (99-xx-9999)		Inspection Date	Program Code
30-AB-0395		9/17/2013	LEA Periodic
Time In	9:00 am	Time Out	10:05 am
Inspection Time			
Facility Name		Received By	
CR&R South County MRF		CR&R South County Materials Recovery	
Facility Location		Owner Name	
31641 Ortega Highway, San Juan Capistrano 92675			
Inspector		Also Present (Name)	
James Strozier		B. Zavala (CR&R)	
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE IN THE APPLICABLE SECTIONS OF THE DIVISION 30 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 11 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)</small>			
<input checked="" type="checkbox"/> No Violations or Areas of Concern			
<input type="checkbox"/> A Regulations			
Inspection Report Comments:			
Monthly Inspection Inspection Notes: 1. The Special Occurrences Log was reviewed by the LEA. No special occurrences were reported. 2. The tonnage log was also reviewed by the LEA. The maximum tonnage for this inspection period was 366 tons on August 14, 2013. This is below the maximum daily tonnage of 980 tons specified by the Solid Waste Facility Permit. 3. No litter was observed offsite along the access road. 4. The sorting line was in operation during the inspection. 5. No significant dust was being generated by the facility. 6. One piece of treated wood waste was observed in a waste pile. The piece of treated wood was removed for proper disposal. No other prohibited or hazardous wastes were observed in the waste piles. 7. No birds were observed at the facility. No Violations or Areas of Concern Note: The Second Quarter 2013 Self Monitoring Report was received by the LEA on July 22, 2013 as required by the Solid Waste Facility Permit, Section 16.			

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange			
SWIS Facility File Number (99-xx-9999)		Inspection Date		Program Code	
30-AB-0395		10/21/2013		LEA Periodic	
Time In	11:30 AM	Time Out	12:15 PM	Inspection Time	0.75 hour
Facility Name			Received By		
CR&R South County MRF			CR and R South County Materials Recovery		
Facility Location			Owner Name		
31641 Ortega Highway, San Juan Capistrano 92675					
Inspector			Also Present (Name)		
Garrett Bright			B. Zavala (CR&R)		
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 33 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 11 AND TITLE 22 CALIFORNIA CODE OF REGULATIONS (CCR)</small>					
<input checked="" type="checkbox"/>	No Violations or Areas of Concern				
<input type="checkbox"/>	Regulations				
Inspection Report Comments:					
Monthly Inspection					
Inspection Notes:					
<ol style="list-style-type: none"> 1. No odors were detected off-site. 2. Dust was not migrating from the site. 3. The sorting line of the material recovery facility was not operating during the inspection. All employees were wearing appropriate personal protective equipment. 4. The tonnage log was up to date and available for review. The maximum tonnage received was 623 tons on October 9 & 11, 2013. Currently, the maximum permitted tonnage is 980 tons per day. 5. The log of special occurrences was complete. No special occurrences or odor complaints to report. 6. The LEA did not observe any piles of greenwaste on-site. 7. No problems observed during the inspection. 					
No Violations or Areas of Concern					

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange			
SWIS Facility File Number (89-xx-9999)		Inspection Date		Program Code	
30-AB-0395		11/15/2013		LEA Periodic	
Time In	10:45 AM	Time Out	11:15 AM	Inspection Time	0.5 hour
Facility Name			Received By		
CR&R South County MRF			CR and R South County Materials Recovery		
Facility Location			Owner Name		
31641 Ortega Highway, San Juan Capistrano 92675					
Inspector			Also Present (Name)		
Garrett Bright			J. Flores (CR&R)		
<small>IS ABOVE FACILITY INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 33 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)</small>					
<input checked="" type="checkbox"/> No Violations or Areas of Concern					
<input type="checkbox"/> Violations					
<input type="checkbox"/> Regulations					
Inspection Report Comments:					
<p>Monthly Inspection</p> <p>Inspection Notes:</p> <ol style="list-style-type: none"> 1. The weather was cloudy and cool. 2. Odors were not detected off-site. 3. Dust was not observed migrating from the site. 4. The sorting line of the material recovery facility was operating during the inspection. All employees were wearing appropriate personal protective equipment. 5. The tonnage log was up to date and available for review. The maximum tonnage received was 721 tons on October 28, 2013. Currently, the maximum permitted tonnage is 980 tons per day. 6. The log of special occurrences was complete. No special occurrences or odor complaints to report. 7. The LEA did not observe any piles of greenwaste on-site. 8. No vector issues were noted. 9. The facility was in good operation during the inspection. <p>No Violations or Areas of Concern</p>					

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		County of Orange			
SWIS Facility File Number (99-xx-9999)		Inspection Date		Program Code	
30-AB-0395		12/4/2013		LEA Periodic	
Time In	10:25 AM	Time Out	11:25 AM	Inspection Time	1.0 hour
Facility Name			Received By		
CR&R South County MRF			CR and R South County Materials Recovery		
Facility Location			Owner Name		
31641 Ortega Highway, San Juan Capistrano 92675					
Inspector			Also Present (Name)		
Garrett Bright			B. Zavala (CR&R)		
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF THE DIVISION 30 OF THE PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 21 CALIFORNIA CODE OF REGULATIONS (CCR)</small>					
<input checked="" type="checkbox"/>	No Violations or Areas of Concern				
<input type="checkbox"/>	Regulations				
Inspection Report Comments:					
Monthly Inspection					
Inspection Notes:					
<ol style="list-style-type: none"> 1. The weather was sunny and cool. 2. Odors were not detected off-site. 3. The LEA did not observe any dust migrating from the site. 4. The sorting line of the material recovery facility was operating during the inspection. All employees were wearing appropriate personal protective equipment. 5. The tonnage log was up to date and available for review. The maximum tonnage received was 601 tons on November 20, 2013. Currently, the maximum permitted tonnage is 980 tons per day. 6. The log of special occurrences was complete. No special occurrences or odor complaints to report. 7. The LEA did not observe any piles of greenwaste on-site. 8. No problems observed during the inspection. 					
No Violations or Areas of Concern					

PROPOSER INTERVIEW JANUARY 14, 2014
CONTRACTOR'S POWERPOINT PRESENTATION AND HANDOUTS

CRSSR
INCORPORATED

**CITY OF LAKE FOREST
THE GATEWAY TO SOUTH ORANGE COUNTY**

PRESENTATION



INTRODUCTIONS

- Dean Ruffridge
- David Ross
- Maria Lazaruk
- Chrystal Denning



Dean Ruffridge

PRESENTATION – “A Recycling Contract”

- Lake Forest Team
- Core Values and Principles
- Experience
- Infrastructure
- Familiarity with Community
- Traffic Mitigation
- Commitment to Environmental Sustainability
- Regulatory Compliance
- Financial Strength
- World Class Customer Service
- Public Outreach and Education



CRSSR
INCORPORATED

Dean Ruffridge

LAKE FOREST TEAM – Recycle!

CORE VALUES AND PRINCIPLES

- To maintain the trust of our customers by conducting ourselves professionally and by providing services that meet or exceed customer expectations
- To provide our employees with a supportive work environment that includes opportunities for advancement and recognition for performance
- To advance our reputation as an innovator in our industry
- To give back to the communities and customers we serve through our involvement in and support of charities and non-profit organizations

EXPERIENCE

- 48 Franchise Agreements - Extensive Integrated Waste & Recycling Services
- 12 Processing Agreements
- 700 Trucks
- 1,200 Employees
- Serve Over 2.5 million Customers
- 10 Solid Waste Service Centers
- 7 Transfer Station / MRFs
- 12 Haulaway Service Centers
- 20,000 Portable Storage Containers
- A Leader in Innovation & Technology
 - Three Cart System
 - Mixed Solid Waste Processing
 - Bio-filter
 - Anaerobic Digestion
- A History of Providing ***Seamless Transitions***



INFRASTRUCTURE

North OC:

- Corporate Office and Operation Center
- Material Recovery and Transfer Facility
- Processing Center for Commingled Recyclables
- Distribution Center
- Recycling Buy Back Center

South OC:

- Operating Center
- Material Recovery and Transfer Facility
- Construction & Demolition Facility
- Composting Facility
- Prima Self Haul Material Recovery Facility
- Prima Buy Back Center (proposed)

LA County:

- Operating Center

Riverside County:

- 3 Operating Centers
- Material Recovery and Transfer Facility
- Composting Facility
- Anaerobic Digestion Facility

SB County:

- Operating Center

Imperial County:

- Operating Center
- Material Recovery and Transfer Facility

La Paz County:

- Operating Center
- Material Recovery and Transfer Facility

Yuma County:

- Operating Center
- Material Recovery Facility and Landfill



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INCORPORATED

David Ross

FAMILIARITY WITH THE LAKE FOREST COMMUNITY

Locally Owned and Managed
Leading Service Provider on Orange County
Largest Recycler in Orange County
Excellent Customer Satisfaction Survey Record
Transition Experience in Neighboring Communities
Familiarity with Large Businesses
Chamber of Commerce



TRAFFIC MITIGATION

Two Orange County Operating
Facilities Capable of Handling
The Needs of the City of Lake Forest

North and South County

Reduced Traffic Congestion at the
I-5 and Lake Forest Intersections



CRSR
INCORPORATED

Chrystal Denning

COMMITMENT TO SUSTAINABILITY

- Reducing our Carbon Footprint:
 - Natural Gas Powered Vehicles
 - Industrial Engineering Routing Efficiencies
- Anaerobic Digestion – Waste to Energy
- Three Green Waste Composting Facilities
- Secure Recycling Markets- National and International
- Increased Material Diversion

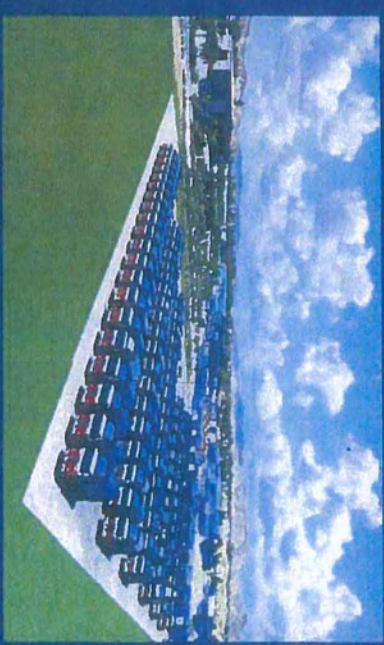


REGULATORY COMPLIANCE

Full Compliance with all Regulatory Agencies:

- CalRecycle
- South Coast Air Quality Management District
- California Air Resources Board

Safety – Highest Rating of Any Company
In Orange County



FINANCIAL STRENGTH

- Business Plans include Conservative Sustainable Profits
- Business Reinvestment Plan
 - Long Range Business Planning
 - Investing into the Future
 - Regulatory Environment
- Capital Requirements/Financing Plan
 - Existing Inventory of Equipment
 - Sufficient Availability under Line of Credit
 - Strong Syndicated Banking Group
- Insurance
 - Insurance Coverage up to \$45 Million
 - Admitted A+ VIII Carriers
 - Existing Pollution Policy
- Annual Independent Audit by 4th Largest Public Accounting Firm



WORLD CLASS CUSTOMER SERVICE

Comprehensive Approach:

- Experienced Management
- Career Path Program
- Relationship Management System
- Complaint Resolution
- Coordination with Operations



PUBLIC OUTREACH AND EDUCATION

LAKE FOREST RECYCLES!

- 2 - Full Time Recycling Coordinators - Compliance Manager
- Citywide Recycling Goals
- Community Partner
- Council Updates
- School Programs
- Facility Tours
- Special Event Recycling
- Custom Outreach Material
- Website
- Participation in Key Community Events



QUESTIONS?



PARTNERSHIP IN ENVIRONMENTAL STEWARDSHIP

REMEMBER ON COLLECTION DAY

- 1 The carts should be placed at the curbside no later than 6:30 am on collection day and removed from the curbside within 12 hours after service.
- 2 The carts should be placed with the handles and wheels facing towards your home.
- 3 Place carts side-by-side approximately 1 foot apart & at least 3 feet from any obstruction [i.e. vehicles, fire hydrants, trees].
- 4 Items placed outside of carts will not be collected. Cart lids should be closed. Pieces do not overboard.

TEMPORARY COLLECTIONS

Larger waste collection containers (from 3 yards to 40 yards) are available for clean-up projects and other disposal needs. For additional pricing details or to arrange for a delivery of a larger container to your residence or business, please call CR&R Customer Service at 877.728.0446.



BULKY ITEMS

Items that cannot fit in your automated carts are considered bulky items. Bulky items must be manageable by a two-person crew.

EXAMPLES OF BULKY ITEMS:

- Couches
- Tables
- Desks

EXAMPLES OF BULKY ITEMS:

- Mattresses
- Chairs
- Excess Green Waste

Each residential customer is entitled to (2) bulky item pick-ups free-of-charge per calendar year. A bulky item service may include a combination of large items or bags of material not to exceed four (4) bags. Additional pick-ups may be arranged for a nominal charge.

NEW RESIDENTS: If you are a new resident you may use your bulky item service to collect all of your paper, cardboard, and packing material.

WHITE GOODS HOUSEHOLD APPLIANCES

White goods or household appliances containing Freon are picked up similar to a bulky item. Refrigerators contain Freon and other chemicals that require special handling. CR&R will collect bulky items and white goods from your curbside.

E-WASTE

Electronic Waste (e-Waste) is anything with a circuit board or battery. It is illegal to dispose of e-Waste in any of your automated carts. CR&R will collect and legally dispose of and recycle these items.

Examples of e-Waste include:

- Monitors
- Televisions
- Cell Phones
- Televisions
- Microwaves
- Printers

To arrange a curbside pickup of Bulky Items, White Goods, or e-Waste, please call CR&R Customer Service at 877.728.0446.

HOUSEHOLD HAZARDOUS WASTE

Universal wastes are hazardous wastes that contain mercury, lead, cadmium, copper and other substances hazardous to human and environmental health. In general, universal waste may not be discarded in solid waste landfills or placed in your recycle cart.

EXAMPLES OF HW:

- Motor Oil, Antifreeze, Filters
- Cleaning products
- Solvents
- Pesticides
- Fertilizers
- Pool Chemicals
- Household Batteries
- Latex or Water Based Paint
- Non empty Aerosol Cans
- Needles, Syringes, Lancets
- Thermosets, High Intensity Discharge Lamps

You may use one of the County of Orange Household Hazardous Waste (HHW) drop off centers to properly dispose of any HHW.

For hours of operation or more information on Household Hazardous Waste centers and landfills, contact the County of Orange at 714.854.6752 or oclandfills.com.



P. O. Box 125
Stanton, CA 90680-2912



CUSTOMER SERVICE 877.728.0446

citrwasteservices.com

Monday - Friday 8:00 am to 5:00 pm
Saturday 8:00 am to 12:00 noon

HOLIDAY SCHEDULE OF NON-COLLECTION DAYS

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

If the holiday falls during the week, collection for the remainder of the week will be postponed by one day.

DPRS 1013

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CITY OF DANA POINT

WASTE AND RECYCLING GUIDE
RESIDENTIAL

RECYCLABLES

GLASS

- Food Bottles
- Beverage Bottles
- Liquor Bottles
- Soda Bottles
- Juice Bottles
- Wine Bottles
- Jars

METAL

- Empty Aerosol Cans
- Aluminum Cans
- Tin Cans
- Food/Juice Cans
- Empty Paint Cans [Dry paint is O.K.]
- Aluminum Foil

TEXTILES

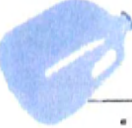
- Clothing
- Shoes
- Linens
- Towels
- Please place in clear plastic shopping bag & place in Crater Recycling Carts

PLASTIC

- Clothes Hangers
- Drink Bottles
- Plastic Toys
- Detergent Containers
- Water Bottles
- Milk Containers
- Food Containers
- Pails
- Flower/Plant Containers
- Plant Holders
- Yogurt Containers
- Plastic Plates
- Food Trays
- Tupperware Containers
- Clothes Hangers
- Plastics Labeled

PAPER

- Corrugated
- Junk Mail
- Magazine
- Phone Books
- Cereal/Cracker Boxes
- Newspaper
- Computer Paper
- Any White Paper
- Mixed Colored Paper



NOTE
Grocery and Dry Cleaning Bags must be bundled into 1 non-black plastic bag and tied



BROWN
CART FOR RECYCLABLES

OR



BLUE
CART FOR RECYCLABLES

CRSR
COMMUNITY RECYCLING SERVICE

GREEN WASTE



- Weeds
- Garden Trimmings
- Wood Shavings/Chips
- Stable Bedding
- Grass Clippings
- Green Plants
- Dry Leaves
- Horse Manure

Additional bags or bundles of green waste material may be collected as a bulky item. See our bulky items section for more information.

CRSR provides a Christmas tree collection for a two week period following the holiday season. The following guidelines are for residential curbside collection of Christmas trees:

- Please remove all ornaments, lights and strands.
- Do not place trees in plastic bags.
- Place tree in your green waste cart or beside your carts for collection.
- Trees 6 feet or taller must be cut in half.
- Palm fronds are not acceptable. Please place cut palm fronds in the trash cart.

ADDITIONAL BULKY OR BUNDLES
of green waste material may be collected as a bulky item. See our bulky items section for more information.



GREEN
CART FOR GREEN WASTE

TRASH

- Mixed Products [i.e. Plastic/Metal Combination]
- Waxed Milk Cartons
- Waxed Paper
- Coated Materials
- Ceramic/Plex
- Mirrors
- Safety Glass
- Plate Glass
- Pet Waste
- Diseased Plants
- Meats/Fish/Bones
- Metal Coat Hangers
- Dairy Products
- Paper Towels
- Tissue Paper
- Styrofoam
- Palm Fronds [Branches]



BLACK
CART FOR TRASH

REUSE

REUSE IS JUST AS IMPORTANT AS RECYCLING. MANY COMMON ITEMS CAN BE EASILY REUSED.

- SUGGESTIONS:**
- Find new uses for things you already have.
 - Mend, repair or upgrade clothing, furniture or equipment.
 - Rent or borrow objects that you need for a short period of time.
 - Donate or sell items for reuse.



REMEMBER ON COLLECTION DAY

- 1 Your carts should be placed outside no later than 6:30 a.m. on collection day.
- 2 The carts should be placed with the handles and wheels facing towards your home.
- 3 Place carts side-by-side approximately 1 foot apart & at least 3 feet from any obstruction (i.e. fire hydrants, trees).
- 4 Carts should be removed from the curb within 12 hours after service.

TEMPORARY COLLECTIONS

Larger waste collection containers (from 3 yards to 40 yards) are available for clean-up projects and other disposal needs. For pricing details or to arrange for a delivery to your residence or business, please call CR&R Customer Service at 714.372.8272.



BULKY ITEMS

Items that cannot fit in your automated carts are considered bulky items. Bulky items must be non-pettable by a two-person crew. Common bulky items include:

- Tables
- Decks
- Couches
- Mattresses
- Chairs
- Excess Green Waste

NEW RESIDENTS: If you are a new resident you may use your bulky item service to collect all of your paper, cardboard, and packing material.

WHITE GOODS HOUSEHOLD APPLIANCES

Household appliances containing Freon and other white goods cannot be placed in your automated carts. CR&R will collect white goods from your curbside, similar to a bulky item.

Examples include:

- Refrigerators
- Dishwashers
- Ovens
- Stoves
- Freezers
- Washers or Dryers
- Air Conditioners
- Water Heaters

E-WASTE

Electronic Waste (e-Waste) is anything with a circuit board or battery. It is illegal to dispose of e-Waste in any of your automated carts. CR&R will collect and legally dispose of and recycle these items.

Examples of e-Waste include:

- Monitors
- Cell Phones
- Computers
- Televisions
- Microwaves
- Printers

To arrange a curbside pickup of bulky items, White Goods, or e-Waste, please call CR&R Customer Service at 714.372.8272.

HAZARDOUS WASTE

Household Hazardous Wastes (HHW) are products that are flammable, corrosive, reactive or toxic. They are dangerous to the public and environment. It is illegal to dispose of HHW in any of your automated carts.

You may call Customer Service to make arrangements for a special door side collection of fluorescent bulbs and household batteries. Please be prepared to provide a specific number and list of items. This is required by law in order to collect the material.

All other HHW must be taken to a county-operated collection center. Examples include:

- Automotive Fluids
- Propane
- Paint and Solvents
- Cleaning Products
- Medical Waste
- Pesticides
- Fertilizers
- Herbicides
- Pool Chemicals
- Non-Empty Aerosol Cans

The nearest centers are located in the Cities of Anaheim and Irvine. For hours of operation or more information on HHW centers contact the County of Orange at 714.834.6752 or oclandfills.com.

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PAID
VMS



P. O. Box 125
Stanton, CA 90680-2912

CUSTOMER SERVICE

FOR ADDITIONAL INFORMATION

714.372.8272

Monday - Friday 8:00 am to 5:00 pm
Saturday 8:00 am to 12:00 noon

crwdservices.com

HOLIDAY SCHEDULE : Non-collection days

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

If the holiday falls during the week, collection for the remainder of the week will be postponed by one day.

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Orange

WASTE AND RECYCLING GUIDE
RESIDENTIAL

crwdservices.com

USE CARTS WITH GRAY LID FOR RECYCLABLES

USE CARTS WITH GREEN LID FOR GREEN WASTE

USE CARTS WITH BLUE LID FOR TRASH

RECYCLABLES

GLASS

- Food Bottles
- Beverage Bottles
- Aluminum Cans
- Tin Cans
- Soda Bottles
- Juice Bottles
- Wine Bottles
- Jars

METAL

- Empty Aerosol Cans
- Aluminum Cans
- Tin Cans
- Food/Juice Cans
- Empty/Paint Cans [Dry print is O.K.]
- Aluminum Foil

PLASTIC

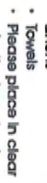
- Clothes Hangers
- Drink Bottles
- Plastic Toys
- Detergent Containers
- Water Bottles
- Milk Containers
- Food Containers
- Pails
- Flower/Plant Containers
- Paint Holders
- Yogurt Containers
- Plastic Plates
- Food Trays
- Turquoise Containers
- Chinese Hampers
- Plastics Labeled

PAPER

- Cardboard
- Junk Mail
- Magazine
- Phone Books
- Cereal/Cracker Boxes
- Newspaper
- Computer Paper
- Any White Paper
- Mixed Colored Paper

TEXTILES

- Clothing
- Shoes
- Towels
- Please place in clear plastic shopping bag and place in CR&R Recycling Cans



GREEN WASTE



- Weeds
- Garden Trimmings
- Wood Scraps/Chips
- Shrub Bedding
- Grass Clippings
- Green Plants
- Dry Leaves
- Horse Manure

Additional bags or bundles of green waste material may be collected as a bulky item. See our 'bulky' items section for more information.

- CR&R provides a Christmas tree collection for a two week period following the holiday season. The following guidelines are for residential outside collection of Christmas trees:
 - Please remove all ornaments, tinsel, lights and stands
 - Do not place trees in plastic bags
 - Place tree in your green waste cart or beside your carts for collection
 - Trees 6 feet or taller must be cut in half

Palm fronds are not recyclable. Please place cut palm fronds in the trash cart.

FOR MORE INFORMATION CALL 714.372.8272

TRASH

- Mixed Products [i.e. Peanut/Meat Combination]
- Waxed Milk Cartons
- Waxed Paper
- Coated Materials
- Ceramic/Pyrex
- Mirrors
- Safety Glass
- Plain Glass
- Pet Waste
- Diseased Plants
- Meat/Fish/Bones
- Metal Coat Hangers
- Dairy Products
- Paper Towels
- Tissue Paper
- Styrofoam
- Palm Fronds [Branches]



REUSE IS JUST AS IMPORTANT AS RECYCLING. MANY COMMON ITEMS CAN BE EASILY REUSED.

- SUGGESTIONS ARE:
- Find new uses for things you already have.
 - Mend, repair or upgrade clothing, furniture or equipment.
 - Rent or borrow objects that you need for a short period of time.
 - Donate or sell items for reuse.

CR&R

COMMUNITY RECYCLING SERVICES

WHY RECYCLE FOOD SCRAPS?

- CALIFORNIANS OVERALL THROW AWAY MORE THAN 5 MILLION TONS OF FOOD SCRAPS EACH YEAR.
- A RESTAURANT, ON AVERAGE, DISPOSES MORE THAN 50 TONS OF ORGANIC WASTE EVERY YEAR. AS YOU MAY KNOW, EVERY CITY IN CALIFORNIA IS REQUIRED



- TO DIVERT 50% OF ITS WASTE AWAY FROM LANDFILLS DUE TO SPACE CONSTRAINTS. INSTEAD OF GOING TO THE LOCAL LANDFILL, FOOD SCRAPS COLLECTED IN THIS PROGRAM WILL BE TURNED INTO USEFUL PRODUCTS FOR GARDENERS AND FARMERS.

About Us

Since 1963, CR&R has been pioneering new methods for recycling waste in California. These groundbreaking efforts include: unique curbside solutions, modern material recovery facilities, and now Orange County's first commercial food waste recycling collection program. We make it our ongoing mission to continuously explore alternatives to land filling waste without placing an increased burden on your business. Long ago we made a promise to protect the communities we serve – and we aim to keep it.

CRSR

A HIGHER STANDARD OF RESPONSIBILITY

For More Information
CR&R Customer Service Department
(877) 728-0446
Monday – Friday 8am to 5pm
Saturday 8 am to 12 noon
www.crrwasteservices.com



Printed on Recycled Paper

CR81000X

CRSR

A HIGHER STANDARD OF RESPONSIBILITY

Restaurant Food Scrap Recycling



SERVICE GUIDE

The Program

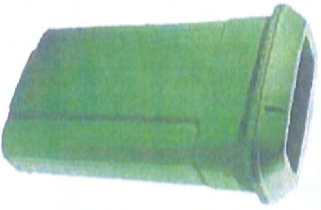
Participating restaurants will receive internal slimline containers to collect all food and other organic waste. These containers should be placed throughout the kitchen and food preparation areas. Restaurants are encouraged to use biodegradable bags to line the slimline containers in order to control odors. Bagged food waste should then be placed into the external 64 gallon containers for collection.

Equipment List

External Food Waste Recycling Cart - 64 gallon



Internal Food Waste Slimline Container - 35 gallon



Acceptable Organic Materials

Fruits | Vegetables | Dairy Products | Bread & Grains | Bones | Meats & Poultry | Fish & Seafood | Coffee Grounds | Eggshells | Plants | Soiled Paper Towels or Plates | Milk Cartons & Waxed Cardboard



Non-Acceptable Materials

Plastics | Styrofoam | Glass | Metal | Liquids



Customized Food Waste Programs

CR&R realizes that your business may require a unique food scrap recycling program specifically designed to meet your needs. Our trained staff will work with you to determine the types of materials your restaurant disposes of and structure a program using the space you have available. By participating in a food scrap recycling program, your restaurant will better manage your own disposal cost.

Training

Once your business decides to implement a food scrap recycling program, CR&R's Recycling Coordinator will assist in the training of your employees. We'll provide educational materials explaining more about the program. One of the keys to a successful program is educating your staff, from the executive management to the janitorial staff, on what to do and how to do it.

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INCORPORATED

environmental services

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SOLID WASTE MANAGEMENT

SUSTAINABLE

EFFICIENT

RELIABLE

MADE EASY WITH CR&R



A HISTORY OF SERVICE

CR&R Incorporated and its family of companies has been providing safe, efficient and environmentally sound Solid Waste Services throughout Southern California for 50 years. With our recent expansion into the Arizona marketplace and our pre-existing storage container business already offered throughout the Western United States, we can provide a broad range of environmental services to your community! Our services are custom tailored in order to address your particular needs and environmental requirements. Since our inception as a small two truck operation we have always focused on providing personal and exceptional Customer Service. We invite you to experience the CR&R difference!

CLEAN & GREEN

CR&R's state-of-the-art green fleet runs on clean-burning fuels, meaning much quieter operation with minimal impacts to the environment. Our equipment meets or exceeds all local, state and federal regulations. It's all part of our greener generation.





COLLECTION SERVICES

Our fleet of collection vehicles are safe, reliable and environmentally friendly. As we transition our fleet to alternative fuels, CR&R's trucks are helping to contribute to a cleaner environment. Our fleet is capable of providing reliable and clean collection services to your community. Through our state of the art SMART System which allows our operational personnel to use GPS and on board video technology we can maximize your collection services and reduce wear and tear on neighborhood streets.

MATERIALS PROCESSING

Our team has been focused on environmental stewardship since its beginning over five decades ago. Our network of materials processing facilities are among the most sophisticated and diverse in our industry. From common

recyclable items to construction debris and green waste, we have the equipment in place to recycle your materials away from the landfill and preserve our environment for generations to come.

TECHNOLOGICAL INNOVATION

Our reputation as an innovative environmental steward is well known throughout the industry. From pioneering collection systems in the early 90's to air filtration and anaerobic digestion facilities today, our team is constantly looking for ways to provide your community with cutting edge environmental technology. Technology that will help keep every community we service in compliance with Local and State Environmental Regulations.

50

Protecting and beautifying for more than 50 years.



Our reputation for reliable, friendly, safe and cost effective solid waste collection and processing services spans over a half century. Let us show you how we can improve your Solid Waste Services today!

CR&R
INCORPORATED

environmental services

crrwasteservices.com

RESIDENTIAL

COMMERCIAL

599 East Main Street

El Centro, California 92243

877.482.5656
760.482.5714 Fax
760.482.5655

BEGINS ON DECEMBER 26 THROUGH JANUARY 9, 2014

HERE IS HOW THE PROGRAM WORKS:

- ★ Remove all ornaments, tinsel, lights and stands.
- ★ Cut your tree in half if it is over 6 feet tall.
- ★ Place your tree curbside on your collection day next to your waste and recycling carts.
- ★ CR&R will also provide a Christmas tree drop-off site in the parking lot of Columbus Tustin Park. We will be there from 8 am to 2 pm on 12/28 and 1/4 to collect your trees.

www.crrwasteservices.com
www.tustinca.org
714.372.8272



CR&R

INCORPORATED

environmental services

P.O. BOX 125, STANTON, CA 90680

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Self-hauling to the landfill just got faster, easier, and less costly.

If you're self-hauling debris to the Prima Deshecha landfill, we know a shortcut: the Material Recovery Facility operated by CR&R Recycling. It's on the way, you'll pay less, and instead of clogging the environment, you'll ensure that just about everything is recycled, including:

- Home and business clean-up waste
- Construction and demolition debris
- All landscape material
- Roofing materials
- Tile and carpet
- Appliances and electronics
- Wood and pallets
- Concrete and asphalt
- Patio and home furniture
- Dirt
- Almost everything else!

Hazardous or liquid wastes are not accepted

Approved by the County of Orange and the State of California

This is an approved recycling center; your certified weight ticket is proof of recycling.

Cash and credit cards accepted

CR&R

WASTE & RECYCLING SERVICES

Prima Deshecha Material Recovery Facility (MRF)



CR&R is working to help OC Waste & Recycling recover, recycle, or reuse nearly 90 percent of what otherwise would end up in the landfill.

By operating the Material Recycling Facility (MRF), we extend landfill longevity, save ratepayers money, and continue our longstanding mission of making our community cleaner, greener, and more sustainable.

32250 La Pata Avenue
San Juan Capistrano, CA 92675

(877) 728-0446

www.crrwasteservices.com



Driving Directions

Santa Ana Freeway (5) South: South on the 5 freeway exit Ortega Highway. Turn Left on to Ortega Highway and continue to La Pata Avenue. Turn Right on La Pata Avenue up to the Prima Deshecha Landfill entrance. After entering the landfill gate, the CR&R MRF is to the left.

Santa Ana Freeway (5) North: North on the 5 freeway exit Ortega Highway. Turn Right on to Ortega Highway and continue to La Pata Avenue. Turn Right on La Pata Avenue up to the Prima Deshecha Landfill entrance. After entering the landfill gate, the CR&R MRF is to the left.

CR&R


WASTE & RECYCLING SERVICES

Prima Deshecha Material Recovery Facility (MRF)

32250 La Pata Avenue
San Juan Capistrano, CA 92675

(877) 728-0446

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CHRISTMAS TREE & HOLIDAY GREENERY COLLECTION

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FOR A TWO WEEK PERIOD
THROUGH **JANUARY 9, 2014**



CR&R
INCORPORATED

environmental services

**CONTRACTOR FOLLOW-UP RESPONSE TO INTERVIEW
QUESTION ON END-PRODUCTS OF PLANNED
PERRIS ANAEROBIC DIGESTION FACILITY;
LETTER DATED JANUARY 17, 2014**

January 17, 2014

Mr. Tom Wheeler, et. al.
City of Lake Forest
25550 Commercentre Drive
Lake Forest, CA 92630

Re: Response to Interview question.

Dear Mr. Wheeler:

Thank you again for allowing CR&R to present our Company and our Proposal for Integrated Waste Management Services for the City of Lake Forest. At the conclusion of our interview, you asked that CR&R respond to two questions regarding the Anaerobic Digestive Project currently under construction.

The following has been prepared by Mr. Mike Silva, the CR&R employee-engineer on this project:

1. The Anaerobic Digestion Process and what happens to the Digestate?

Our process will create three end products: biogas, a liquid soil amendment, and a solid soil amendment. Since our process can be operated at the proper temperatures and residence times, we do not expect to have to compost our digestate. While the biogas will be utilized by our own collection vehicles, the two amendment products will be delivered directly to markets.

We are able to run our digesters, 4 in total for Phase 1, in either mesophilic or thermophilic separately or simultaneously, depending on the organic feedstock. This flexibility will allow our process to meet the existing regulations relative to pathogen reduction via our digesters.

Since our solid and liquid amendment end products do not currently exist, we do not know the final chemical properties, as this is subject to our infeed recipe. Our due diligence throughout Europe has shown that both materials have been taken directly to the fields/crops, as the materials have been fully digested within our facilities for 21-25 days at the proper temperature.

CR&R fully expects both products to be more valuable than any compost currently on the market, as we control the infeed, residence time, temperature, moisture, and even have the capability to add various nutrients to our digester to improve the gas production and end product values.

CR&R has several in house outlets to handle all of the digestate from Phase 1, prior to the need for any third party marketing. We own and operate approximately 1,500 acres for farmland. Our lands are used to grow sod, olives, and citrus.

As noted, the third product, biogas, will be upgraded and compressed on site. CR&R will utilize all of its own biogas in its fleet of CNG collection vehicles.

CR&R INCORPORATED
11292 WESTERN AVE.
P.O. BOX 125
STANTON, CA 90680
800.826.9677
714.826.9049
714.890.6347 Fax

2. Question regarding tracking and allocations to participating municipalities?

Since all of the residential organics are being collected source separated, our research and experience is that the amount of non-organics will be less than ½%. Each collection truck will be weighed as it enters CR Transfer and those tons noted for the City of origin. Should there be a need to characterize incoming loads due to unexpected contamination; this process will be accomplished at the CRT processing plant after the sorting process.

The organic materials, which will be about 98% green waste and 2% food waste, will be dumped in a designated area. This area is specifically managed and segregated for utilization in the Perris Anaerobic Digestion Facility (PADF). The materials will be run over a small sorting system to remove any contaminants. The sorting system may include an overhead magnet as well as an eddy current separator.

Once we have enough material to fill a transfer trailer, typically 20-23 tons, said material will be top loaded and hauled to Perris. Once it arrives in Perris, it will be unloaded in our soon to be constructed, 40,000 square foot Organics Receiving Facility. This facility is 100% dedicated to feeding our PADF, which is almost completely automated.

The PADF will run 24/7 and is 100% computerized. The organic materials are again weighed on the way in as well as on the way out to our soil amendment markets.

This ends the report and our response to your questions. Please let me know if anything further is needed.

Thank you again for this opportunity and we look forward to proceeding with your RFP process.

Respectfully,



Dean A. Ruffridge,
Senior Vice President

ATTACHMENT Z

Guaranty

THIS GUARANTY (the "Guaranty") is given as of the 20th day of March 2014, by Clifford Ronnenberg (hereafter "Guarantor"), to the CITY OF LAKE FOREST, a public agency (hereafter "the City").

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

- A. CR&R Incorporated is a California corporation organized under the laws of the State of California ("Contractor"). Guarantor is a shareholder, the Chief Executive Officer and Chairman of CR&R Incorporated.
- B. The City contemplates entering into a "Contract for the Collection, Transportation, Processing and Diversion of Recyclable Materials, and Other Materials and for the Collection, Transportation and Disposal of Municipal Solid Waste " ("Agreement") under which Contractor is to provide specified services to the City, its residents and businesses. A copy of this Agreement is attached hereto and incorporated herein by this reference.
- C. It is a requirement of the Agreement, and a condition to the City's entering into the Agreement, that Guarantor guaranty Contractor's performance of the Agreement.
- D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

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

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement, which Contractor is required to perform, satisfy or observe. In the event that Contractor fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Contractor. Guarantor hereby guarantees payment to the City of any damages, costs or expenses, which might become recoverable by the City from Contractor due to its breach of the Agreement.
2. **Guarantor's Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement.
3. **Waivers.** The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations

ATTACHMENT Z

Guaranty

under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Contractor; (2) any amendment, modification or waiver of any provision of the Agreement; (3) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against Contractor; or (5) any merger or consolidation of the Contractor with any other corporation, or any sale, lease or transfer of any or all the assets of the Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Sections 2845, 2849 and 2850, including, without limitation, the right to require the City to (a) proceed against Contractor, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. Guarantor agrees that the City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guarantee.

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

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly

ATTACHMENT Z

Guaranty

or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Contractor prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

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

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

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorney's fees and all other costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law; Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agent for service of process in California:

Paul E. Schrier
Nixon Peabody, LLC
Two Embarcadero Center
San Francisco, Ca 94111-3996
415.984.8280

ATTACHMENT Z

Guaranty

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.
9. **Binding on Successors.** This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets.
10. **Authority.** Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Articles of Incorporation and By-Laws, and that the person(s) signing this Guaranty on its behalf has the authority to do so.
11. **Subordination.** Any claims Guarantor may have against Contractor are hereby subordinated to any and all claims of the City against Contractor until such time as the obligations of Contractor to the City are fully satisfied and discharged.
12. **Notices.** Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

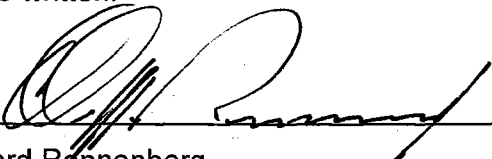
To the City: City of Lake Forest
 Attention: City Manager
 25550 Commercentre Dr
 Lake Forest, California 92630

With a copy to the City Attorney at the same address.

To Guarantor: Clifford Ronnenberg
 c/o CR&R Incorporated
 11292 Western Avenue
 Stanton, CA 90680
 714.826.9049

The parties may change the address to which notice is to be sent by giving the other party notice of the change as provided in this Section.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the day and year first above written.

By: 
Name: Clifford Ronnenberg
Title: Chief Executive Officer and Chairman
Company: CR&R Incorporated

ATTACHMENT AA

Minimum Required Duties of Two (2) Recycling Coordinators

The Recycling Coordinator positions will provide waste reduction and recycling technical assistance to businesses and multi-family properties, support waste characterization projects, and perform quantitative analyses. They will have the experience to understand that successful diversion program implementation requires diplomacy, tact, and perseverance.

Primary job responsibilities for each of the Recycling Coordinator positions include:

- Spend at least 80% of time in field work (out-of-office) providing outreach to commercial businesses, and/or perform waste or recycling sorting at local facilities.
- Independently schedule and conduct meetings with commercial business representatives to secure participation in increased recycling efforts.
- Train business and multifamily representatives on how to implement diversion of recyclables and Food Scraps, and provide technical assistance in developing logistics and troubleshooting.
- Provide follow-up support to businesses and multi-family complexes, answer questions, and monitor and report diversion program results
- Identify opportunities for businesses to reduce wastes and better manage unwanted discards.
- Have a thorough understanding of AB 341 policy and how it relates to implementation of diversion programs.
- Assist with the writing, production, and overall execution of proposals, recycling plans for businesses and other Customers and reports.
- Conduct quantitative analyses, including development and use of spreadsheets and databases.
- Utilize MS Word, MS Excel, and MS PowerPoint to create and deliver professional and informative reports that satisfy. Contract requirements and provide insight into implementation progress.
- Participate in City meetings to develop solutions that advance the City's diversion objectives.
- Perform related support duties as required and directed by City

ATTACHMENT BB

Annual Diversion Rate Percentage Calculation

Step One. Calculate Total Tons Disposed.

The purpose of this step is to calculate the total tons that were Disposed from City as a result of Contractor performing the work and tasks described in the Contract. Disposed Tons include Tons delivered by Contractor to the landfill and Residue Disposed from Processing Facilities as more fully described below.

Add all of the tons originating in, or attributable to, the City that were delivered by Contractor, Contractor's subcontractor's (if any), the City-designated MRF(s), the City-designated Compost Facility(ies), the City-designated Transformation Facility (if any), and the City-designated Construction and Demolition Debris Processing Facility (ies) to landfills during the calendar year. Utilize records of Orange County, other counties, CalRecycle, the above-listed processing facilities and of Contractor for these tonnages.

These tonnages include, but are not limited to:

Tons delivered by Contractor to the City-designated landfill(s).

Tons of residue attributable to City, delivered from the City-designated Clean MRF to landfill

Tons of residue attributable to City, delivered from the City-designated Dirty MRF to landfill

Tons of residue attributable to City, delivered from the City-designated Compost Facility to landfill

Tons of residue attributable to City, delivered from the City-designated Construction and Demolition Debris Processing Facility(ies) to landfill

Tons of residue attributable to City, delivered from the City-designated Transformation Facility (if City has approved use of a Transformation Facility) to landfill

Tons of residue attributable to City, delivered from the City-designated Biomass Facility (if City has approved use of a Biomass Facility) to landfill

All other tons disposed in landfills from City that were collected as part of Contractor's operations pursuant to this Contract.

Step Two. Calculate Total Tons Collected By Contractor.

The purpose of this step is to calculate the total tons of all materials and MSW that were Collected by Contractor, from all sources in City during the calendar year as a result of Contractor performing the work and tasks described in the Contract.

Add all of the tons Collected by the Contractor from City during the calendar year. These tons include, but are not limited to:

ATTACHMENT BB

Annual Diversion Rate Percentage Calculation

All MSW Collected by Contractor
All Single Material Recyclables Collected by Contractor
All Single Stream Recyclable Materials Collected by Contractor
All Yardwaste Collected by Contractor
All Food Waste Collected by Contractor
All Construction and Demolition Debris Collected by Contractor
All Bulky Items Collected by Contractor
All Electronic and Universal Waste Collected by Contractor
All Holiday Greenery Collected by Contractor
All Buyback Tons Purchased By Contractor at the Residential Buy-Back Facility*
All other MSW or other materials Collected by Contractor as Described in Attachment B - Scope of Work

*Note: Contractor must prove that tons originated at residential premises in Lake Forest.

Step Three. Calculate Percent of Collected Tons That Were Disposed.

Divide the total tons Disposed for the calendar year by the total tons Collected by Contractor for the calendar year. The resulting percentage is the percentage of tons Disposed.

Step Four. Calculate Percent of Tons Diverted.

Subtract the percentage calculated in Step Three from 100 to determine the percent of tons diverted for the calendar year.

SAMPLE ANNUAL DIVERSION PERCENTAGE CALCULATION

(All numbers are examples only and are used here for illustration purposes.)

Step One. Calculate Total Tons Disposed.

Tons Disposed at City-designated landfill by Contractor	10,566 tons
Residue tons Disposed from City-designated Clean MRF	1,332 tons
Residue tons Disposed from City-designated SSC MRF	2,172 tons
Residue tons Disposed from City-designated Compost Facility	899 tons
Residue tons Disposed from City-designated Construction And Demolition Debris Processing Facility	3,460 tons
Residue tons Disposed from City-designated Transformation Facility (if use of facility approved by City)	0 tons

ATTACHMENT BB

Annual Diversion Rate Percentage Calculation

Residue tons Disposed from City-designated Biomass Facility (if use of facility approved by City)	340 tons
All other tons disposed in landfills from City that were initially collected as part of Contractor's operations pursuant to this Contract	54 tons
TOTAL TONS DISPOSED	18,823 tons

Step Two. Calculate Total Tons Collected By Contractor.

MSW Route	11,098 tons
SSC route	7,765 tons
All other MSW	2,722 tons
Single Material Recyclable Materials:	
Cardboard	866 tons
Metals	44 tons
Baled Materials	201 tons
Other	48 tons
Single Material Recyclable Materials – Residential	3,577 tons
Single Material Recyclable Materials – Commercial	8,709 tons
Single Stream Recyclables – Roll-off/Compactor	702 tons
Yardwaste – Residential	4,254 tons
Yardwaste – Commercial	982 tons
Yardwaste – Roll-off/Compactor	633 tons
Food Scraps – Residential	2,112 tons
Food Scraps – Commercial	2,554 tons
Food Scraps – Roll-off/Compactor	633 tons
Construction and Demolition Debris	9,032 tons
Electronic and Universal Waste	1 ton
Holiday Greenery	16 tons
All other collected materials	80 tons
TOTAL TONS COLLECTED	50,730 tons

Step Three. Calculate Percent of Collected Tons That Were Disposed.

Divide the tons Disposed by the tons Collected

$$18,823/50,730 = 0.371 = 37\%.$$

NOTE: In this calculation the resulting figure will be rounded to a two-digit percentage figure. Round the result up if the third digit is 5 or higher. Round down if the third digit is 4 or less. Thus, in the above example, 0.371 is rounded down to 37%. If the calculation had resulted in 0.376, the result would be rounded up to 38%.

ATTACHMENT BB

Annual Diversion Rate Percentage Calculation

Step Four. Calculate Percent of Tons Diverted.

Subtract the result in Step Three from 100

100 – 37% = 63% Annual Diversion.