

**Attachment 9:  
Existing Collection Services Agreement Between the  
City of Sebastopol and Recology Sonoma Marin,  
Including Amendments**

COLLECTION SERVICES AGREEMENT  
BETWEEN  
THE CITY OF SEBASTOPOL  
AND  
REDWOOD EMPIRE DISPOSAL, INC.

FOR

SOLID WASTE, RECYCLABLE &  
COMPOSTABLE MATERIALS COLLECTION  
AND  
STREET SWEEPING SERVICES

DECEMBER 5, 2008

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## **LIST OF EXHIBITS**

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- A City Service Locations
- B Battery Bucket Locations
- C City-Sponsored Events
- D Recyclable Materials
- E Contractor's Holiday List
- F Street Sweeping Maps
- G Refuse Rate Financial Statement Form
- H Rate Schedule
- I Bulky Item Rate Sheet
- J. VehicleInventory

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2  
3  
4  
5  
6

## ARTICLE 1. DEFINITIONS

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7 For purposes of this Agreement, unless a different meaning is clearly required, the  
8 following terms shall have the following meanings and be capitalized throughout this  
9 Agreement:

10  
11  
12 **1.1 AGREEMENT**

13 "Agreement" means this Collection Services Agreement between the City and  
14 Contractor, for Collection and Transportation of Refuse and Compostable Materials to a  
15 City designated Disposal Site or Composting Facility and Collection and Processing of  
16 Recyclable Materials, including all exhibits, and any future amendments hereto.

17  
18 **1.2 BILLING**

19 "Billing" means any and all statements of charges for services rendered,  
20 howsoever made, described or designated by City or Contractor, to Owners or Occupants  
21 of property, including residential property and commercial, Industrial, and institutional  
22 property, serviced by Contractor for the Collection of Refuse, Recyclable Materials, and  
23 Compostable Materials.

24  
25 **1.3 BIN(S)**

26 "Bin(s)" means a metal container with hinged lids and wheels serviced by a front-  
27 end loading truck with a capacity of 1 to 6 cubic yards.

28  
29 **1.4 BIN SERVICE**

30 "Bin Service" means that service provided to Commercial Businesses, Multi-  
31 Family Complexes, or Single-Family Residences generating large volumes of Refuse  
32 and which place that Refuse in a Bin or Bins.

33  
34 **1.5 BULKY ITEM**

35 "Bulky Item" means unwanted household appliances, furniture, tires, carpet,  
36 mattresses, and similar large items, which require special Handling due to their size, but  
37 can be collected without the assistance of special loading equipment (such as forklifts or  
38 cranes) and without violating vehicle load limits. It does not include abandoned  
automobiles.

**1.6 CART(S)**

"Cart(s)" means a City-approved plastic container with a hinged lid and wheels  
serviced by an automated or semi-automated loading truck with varying capacities of  
twenty (20), thirty (30), sixty (60), or ninety (90) gallons or their equivalents.

**1.7 CART SERVICE**

"Cart Service" means that service provided to Single-Family Residences, Multi-  
Family Residential Complexes, and Commercial Businesses which places Refuse and/or  
Recyclable Materials and/or Compostable Materials in Carts.

1    **1.8    CITY**

2           "City" means the City of Sebastopol, a municipal corporation, and all the territory  
3 lying within the municipal boundaries of the City as presently existing or as such  
4 boundaries may be modified during the Term.

5    **1.9    CLEAN UP BIN**

6           "Clean up Bin(s)" means a metal container with hinged lids and wheels serviced  
7 by a front-end loading truck with a capacity of 1 to 6 cubic yards provided on a  
8 temporary basis to any Generator requiring additional service on a temporary basis to  
9 facilitate a clea up or special event.

10   **1.10   COLLECTION**

11           "Collection" means the removal and transportation of Refuse from the place  
12 where it was generated to a Disposal Site and/or the removal and Transportation of  
13 Recyclable or Compostable Materials from the place where they were generated to a  
14 Processing Facility.

15   **1.11   COMMERCIAL BUSINESS**

16           "Commercial Business" means any business property upon which business  
17 activity is conducted, including but not limited to retail sales, services, wholesale  
18 operations, manufacturing and Industrial operations, but excluding businesses conducted  
19 upon residential property which are permitted under applicable zoning regulations and  
20 are not the primary use of the property.

21   **1.12   COMPACTOR**

22           "Compactor" means a mechanical apparatus that compresses materials.  
23 Compactors include but are not limited to 2- to 4-yard Bin Compactors serviced by  
24 front-end loader trucks and 6- to 40-yard Debris Boxes serviced by roll-off trucks.

25   **1.13   COMPLAINT**

26           "Complaint" means written or orally communicated statements made by  
27 members of the public, customers of the Contractor, or officers, employees or agents of  
28 City alleging non-performance or deficiencies in performance of Contractor's duties and  
29 obligations under this Agreement, or otherwise alleging a violation by Contractor of the  
30 provisions of this Agreement.

31   **1.14   COMPOSTABLE CONTAINER**

32           "Compostable Container" means a Cart or Bin used by a Generator to store and  
33 contain Compostable Materials Collection from a designated location.

34   **1.15   COMPOSTABLE MATERIALS**

35           "Compostable Materials" means grass cuttings, weeds, leaves, prunings,  
36 branches, dead plants, brush, tree trimmings, and dead trees that may not exceed six (6)  
37 inches in diameter and four (4) feet in length.  
38 means materials that will decompose and/or putrefy. Compostable Materials may  
39 include vegetable waste, fruit waste, grain waste, non-recyclable paper waste and yard  
40 waste. Additional materials may be included upon mutual agreement.

1 No discarded material shall be considered to be Compostable Materials,  
2 however, unless it is separated from Refuse and Recyclable Materials.

3 **1.16 COMPOSTING FACILITY**

4 "Composting Facility" means a facility designated by the City, which processes  
5 Compostable Materials.

6 **1.17 CONTRACTOR**

7 "Contractor" means Redwood Empire Disposal, Inc., a corporation organized and  
8 operating under the laws of the State of California and its officers, directors, employees,  
9 agents, companies and subcontractors.

10 **1.18 CONSTRUCTION AND DEMOLITION DEBRIS (C&D DEBRIS)**

11 "Construction and Demolition Debris" means used or discarded construction  
12 materials removed from residential, commercial, or Industrial Premises during the  
13 construction or renovation of a structure. "Construction and Demolition Debris" may  
14 include mixed components such as dirt, concrete, asphalt, and rebar, wood, roofing tile,  
15 and concrete, or other such C&D materials.

16 **1.19 CURBSIDE (CURB)**

17 "Curbside" means the location of a container for pickup, not more than five (5)  
18 feet from the street curb. Where no street curb exists, the location shall be within five (5)  
19 feet from the outside edge of the street nearest the property's entrance.

20 **1.20 DEBRIS BOX**

21 "Debris Box" means an open-top metal container serviced by a roll-off truck with  
22 a capacity of 6 to 40 cubic yards.

23 **1.21 DELIVERY**

24 "Delivery" means placement of Refuse, Recyclable Materials, or Compostable  
25 Materials by a Generator in a container and at a location that is designated for  
26 Collection.

27 **1.22 DESIGNATED WASTE**

28 "Designated Waste" means non-Hazardous Waste which may pose special  
29 Disposal problems because of its potential to contaminate the environment and which  
30 may be disposed of only in Class II Disposal Sites, or Class III Disposal Sites pursuant to  
31 a variance issued by the California Department of Health Services. Designated Waste  
32 consists of those substances classified as Designated Waste by the State of California, in  
33 23 California Code of Regulations Section 2522.

34 **1.23 DISPOSAL (OR DISPOSE)**

35 "Disposal (or Dispose)" means the final disposition of Refuse collected by the  
36 Contractor at a Disposal Site designated by City.

37 **1.24 DISPOSAL SITE(S)**

38 "Disposal Site(s)" means the facility or facilities designated by the City for the  
39 Disposal of Refuse collected by the Contractor.

1    **1.25   EXTRAS**

2           "Extras" means services provided to customers in addition to their regular  
3 service. Such services and their costs shall be approved by City in advance. A  
4 temporary bin provided to a residential customer and extra bags of Refuse placed beside  
5 multi-family carts are examples of Extras.

6    **1.26   FRANCHISE FEE**

7           "Franchise Fee" means the fee paid by Contractor to City for the right to hold the  
8 exclusive franchise and the use of the public rights of way granted by this Agreement.

9    **1.27   GENERATOR**

10          "Generator" means any Person whose act or process produced Refuse,  
11 Recyclable, or Compostable Materials.

12   **1.28   GROSS REVENUES**

13          "Gross Revenues" means the total amount billed to customers by Contractor on  
14 an accrual basis for a specified period of time for Refuse, Recyclable Materials, and  
15 Compostable Materials services provided by Contractor. In this Agreement, Gross  
16 Revenues are adjusted by subtracting bad debts for the specified period from Gross  
17 Revenues to account for amounts included in Gross Revenues for a prior period, which  
18 have been determined to be un-collectable in the specified period.

19   **1.29   HANDLING**

20          "Handling" means Collection and Transportation of Refuse and Compostable  
21 Materials to a City designated Disposal Site or Composting Facility and Collection and  
22 Processing of Recyclable Materials.

23   **1.30   HAZARDOUS SUBSTANCE**

24          "Hazardous Substance" means any of the following: (a) any substances defined,  
25 regulated or listed (directly or by reference) as "Hazardous Substances," "hazardous  
26 materials," "Hazardous Wastes," "toxic waste," "pollutant" or "toxic substances," or  
27 similarly identified as hazardous to human health or the environment, in or pursuant to  
28 (i) the Comprehensive Environmental Response, Compensation and Liability Act  
29 (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials  
30 Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and  
31 Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.;  
32 (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi)  
33 the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b)  
34 any amendments, rules or regulations promulgated thereunder to such enumerated  
35 statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or  
36 toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or  
37 regulated under any other applicable federal, state or local environmental laws currently  
38 existing or hereinafter enacted, including, without limitation, friable asbestos,  
39 polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products,  
40 and by-products.

1     **1.31   HAZARDOUS WASTE**

2             "Hazardous Waste" means all substances defined as Hazardous Waste, acutely  
3 Hazardous Waste, or extremely Hazardous Waste by the State of California in Health  
4 and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or  
5 recodifications of such statutes or identified and listed as Hazardous Waste by the U.S.  
6 Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation  
7 and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules  
8 and regulations promulgated thereunder.

9     **1.32   HOUSEHOLD HAZARDOUS WASTE**

10            "Household Hazardous Waste" means Hazardous Waste generated at residential  
11 Premises within the City.

12     **1.33   INDUSTRIAL**

13            "Industrial" means manufacturing or technical productive enterprises.

14     **1.34   INFECTIOUS WASTE**

15            "Infectious Waste" means biomedical waste generated at hospitals, public or  
16 private medical clinics, dental offices, research laboratories, pharmaceutical industries,  
17 blood banks, mortuaries, veterinary facilities, and other similar establishments that are  
18 identified in Health and Safety Code Section 25117.5.

19     **1.35   LEGISLATION**

20            "Legislation" means any code, ordinance, resolution, or any other formal  
21 enactment of the governing body of the City, which now exists, or which may hereafter  
22 be adopted which constitutes law or regulation governing the operation of the  
23 Contractor.

24     **1.36   MULTI-FAMILY RESIDENTIAL COMPLEX**

25            "Multi-Family Residential Complex" means any residential complex, other than a  
26 Single-Family Residence, used for residential purposes, including but not limited to two  
27 to six (2-6) unit complexes, apartment buildings, mobile home parks, condominiums,  
28 and other residential complexes over six (6) units.

29     **1.37   OCCUPANT**

30            "Occupant" means the person who occupies Premises.

31     **1.38   OWNER**

32            "Owner" means the person with the legal right to the possession of land or  
33 building.

34     **1.39   PERSON**

35            "Person" means any individual, firm, association, organization, partnership,  
36 corporation, business trust, joint venture, the United States, the State of California, the  
37 County of Sonoma, and special purpose districts.

1 **1.40 PREMISES**

2 "Premises" means any land or building in the City where Refuse, Recyclable  
3 Materials or Compostable Materials are generated or accumulated.

4 **1.41 PROCESSING**

5 "Processing" means to process, prepare, treat, or convert through some special  
6 method.

7 **1.42 PROCESSING FACILITY**

8 "Processing Facility" means any plant or site used for the purpose of sorting,  
9 cleansing, treating or reconstituting Recyclable Materials for the purpose of making such  
10 material available for the market. Activities that may be undertaken at a Processing  
11 Facility include but are not limited to Processing Recyclable Materials or Compostable  
12 materials.

13 **1.43 RECYCLING CONTAINER**

14 "Recycling Container" means City-approved Cart or Bin used to place  
15 Recyclable Materials at a designated Collection location for Collection for the purpose  
16 of Recycling.

17 **1.44 RECYCLABLE MATERIALS (ALSO "RECYCLABLES")**

18 "Recyclable Materials" means those discarded materials that the City Code  
19 permits, directs and/or requires Generators to set out in Recycling Containers for  
20 Collection for the purpose of Recycling. No discarded material shall be considered to be  
21 Recyclable Materials, however, unless it is separated from Refuse and Compostable  
22 Materials. Recyclable Materials may include newspaper, mixed paper, glass bottles and  
23 jars, metal and aluminum cans, plastic household containers, corrugated cardboard and  
24 cardboard.

25 **1.45 RECYCLING**

26 "Recycling" means the process of sorting, cleansing, treating and reconstituting at  
27 a Processing Facility those Recyclable Materials that would otherwise be disposed of at a  
28 Disposal Site for the purpose of returning such materials to the economy in the form of  
29 raw materials for new, re-used or reconstituted products.  
30

31 **1.46 REFUSE**

32 "Refuse" means all putrescible and non-putrescible solid, semi-solid, and liquid  
33 waste that the City Code requires Generators within the City to set out for Collection.  
34 Refuse does not include:

- 35 (1) Hazardous Waste or Hazardous Substance;  
36 (2) Infectious Waste;  
37 (3) Abandoned automobiles;  
38 (4) Unacceptable waste; or  
39 (5) Radioactive waste.  
40



1 Refuse includes Recyclable Materials only when such materials are commingled  
2 with Refuse and included for Collection in a Refuse container. Only discarded materials  
3 shall be considered Refuse.

4 **1.47 ROLL-OFF/COMPACTOR REFUSE SERVICE**

5 "Roll-Off/Compactor Refuse Service" means permanent or temporary service  
6 provided by Contractor under this exclusive Agreement to any Generator requiring a  
7 Debris Box or Compactor for the Collection of Refuse, Segregated or Mixed  
8 Construction and Demolition Debris, Compostable Materials, Bulky Items or Recyclable  
9 Materials.

10 **1.48 ROLL-OFF CONTAINER**

11 "Roll-Off Container" means permanent service provided to any Generator  
12 requiring a Debris Box or Compactor for the Collection of Refuse. Segregated  
13 Recyclable Material

14 **1.49 "SEGREGATED RECYCLABLE MATERIAL"**

15 "Segregated Recyclable Material" means those recyclable materials which have  
16 been separated from all other Recyclable Materials to form one readily identifiable  
17 category of materials by the person from whom they are being collected such as, but not  
18 limited to cardboard, designated paper grades, steel cans and designated plastics.

19 **1.50 SINGLE-FAMILY RESIDENCE**

20 "Single-Family Residence" means a separate unit used for housing a single  
21 family.

22 **1.51 SMALL COMMERCIAL GENERATOR**

23 "Small Commercial Generator" means any Commercial Business, which  
24 generates less than 90 gallons of Refuse per week.

25 **1.52 SOURCE SEPARATED CONSTRUCTION AND DEMOLITION (C&D) MATERIALS**

26 "Source Separated C&D Materials" means C&D materials collected in individual  
27 components such as but not limited to dirt, concrete, wood, asphalt, scrap metals, or  
28 other such C&D materials.

29 **1.53 TEMPORARY DEBRIS BOX SERVICE**

30 "Temporary Debris Box Service" means temporary service provided at a job site  
31 to any residential or commercial Generator requiring a Debris Box for the Collection of  
32 Source Separated C&D Materials, Mixed C&D Materials, Compostable Materials, or  
33 Segregated Recyclable Materials.

34 **1.54 TERM**

35 "Term" means the Term of this Agreement, as provided for in Article 3.

1    **1.55   TRANSPORTATION**

2            "Transportation" means the act of transporting or state of being transported to a  
3    specific Disposal Site, Composting Facility or other location designated by City.

4    **1.56   WHITE GOODS**

5            "White Goods" means discarded enamel household appliances of any  
6    color, such as refrigerators, stoves, washer/dryers, water heaters, dishwashers,  
7    etc., and similar items.

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**ARTICLE 2.**  
**REPRESENTATIONS AND**  
**WARRANTIES OF THE**  
**CONTRACTOR**

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6 **2.1 CORPORATE STATUS**

7 Contractor is a corporation duly organized, validly existing and in good standing  
8 under the laws of the State of California. It is qualified to transact business in the State  
9 of California and has the power to own its properties and to carry on its business as now  
10 owned and operated and as required by this Agreement.

11 **2.2 CORPORATE AUTHORIZATION (OR PARTNERSHIP, ASSOCIATION OR JOINT**  
12 **VENTURE AUTHORIZATION)**

13 Contractor has the authority to enter into and perform its obligations under this  
14 Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has  
15 taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to  
16 authorize the execution of this Agreement. The Person signing this Agreement on behalf  
17 of Contractor has authority to do so.

18 **2.3 AGREEMENT WILL NOT CAUSE BREACH**

19 To the best of Contractor's knowledge, after reasonable investigation, neither the  
20 execution or delivery of this Agreement, nor the performance of this Agreement by  
21 Contractor: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii)  
22 conflicts with, violates or results in a breach of any term or condition of any judgment,  
23 order or decree of any court, administrative agency or other governmental authority, or  
24 any agreement or instrument to which Contractor is a party or by which Contractor or  
25 any of its properties or assets are bound, or constitutes a default thereunder.

26 **2.4 NO LITIGATION**

27 To the best of Contractor's knowledge, after reasonable investigation, there is no  
28 action, suit, proceeding or investigation, at law or in equity, before or by any court or  
29 governmental authority, commission, board, agency or instrumentality decided, pending  
30 or threatened against Contractor wherein an unfavorable decision, ruling or finding, in  
31 any single case or in the aggregate, would materially adversely affect the performance by  
32 Contractor of its obligations hereunder or which, in any way, would adversely affect the  
33 validity or enforceability of this Agreement or which would have a material adverse  
34 effect on the financial condition of Contractor or any surety guaranteeing Contractor's  
35 performance under this Agreement, which has not been waived by the City in writing.

36 **2.5 NO ADVERSE JUDICIAL DECISIONS**

37 To the best of Contractor's knowledge, after reasonable investigation, there is no  
38 judicial decision that affects the validity of this Agreement and may subject this  
39 Agreement to legal challenge.  
40

1    **2.6    ABILITY TO PERFORM**

2           Contractor possesses the business, professional, and technical expertise to  
3 manage, handle, treat, store and dispose of the Refuse, Recyclable, and Compostable  
4 Materials, and possesses the equipment, facility, and employee resources required to  
5 perform this Agreement.

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4 **ARTICLE 3.**  
5 **TERM OF AGREEMENT**  
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7 **3.1 EFFECTIVE DATE**

8 The effective date of this Agreement shall be January 1<sup>st</sup>, 2009 ("Effective  
9 Date").

10 **3.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

11 The obligation of City to permit this Agreement to become effective and to  
12 perform its undertakings provided for in this Agreement is subject to the satisfaction of  
13 each and all of the conditions set out below, each of which may be waived in whole or in  
14 part by City.

15 **3.2.1 ACCURACY OF REPRESENTATIONS**

16 The representations and warranties made in Article 2 of this Agreement are true  
17 and correct on and as of the Effective Date.

18 **3.2.2 ABSENCE OF LITIGATION**

19 There is no litigation pending on the Effective Date in any court challenging the  
20 award or execution of this Amendment or seeking to restrain or enjoin its performance.

21 **3.2.3 EFFECTIVENESS OF CITY COUNCIL ACTION**

22 The City's Resolution No. 5723, approving this Agreement, shall have become  
23 effective pursuant to California law prior to the Effective Date.

24 **3.3 TERM**

25 The Term of this Agreement shall begin January 1<sup>st</sup>, 2009, and end at midnight  
26 December 31, 2023, unless extended by City pursuant to Section 3.4. The term of this  
27 Agreement shall supercede all previous agreements made between Contractor and the City.

28 **3.4 OPTION TO EXTEND TERM**

29 The City shall have the option to extend this Agreement, in periods of at least  
30 twelve (12) months each, if the Contractor agrees to such an extension of the Agreement.  
31 If the City elects to exercise the option, it shall give written notice of its election,  
32 specifying the number of months by which it elects to extend the Term, to the  
33 Contractor, one hundred eighty (180) days prior to the initial or extended termination  
34 date. Contractor shall return a signed Letter Agreement to the City within 30 days of  
35 such written notice by City for the extension to become effective.

1 **ARTICLE 4.**  
2 **SCOPE OF AGREEMENT**  
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4 **4.1 SCOPE OF AGREEMENT**

5 Subject to Article 4.2, the franchise granted to Contractor shall be exclusive for  
6 Refuse, Recyclable Materials, Compostable Materials, including all Roll-Off Refuse  
7 Service and Temporary Debris Box Service, Cleanup Bins, and Bulky Items Collection  
8 in the City limits of the City of Sebastopol except where otherwise precluded by federal,  
9 state, and local laws and regulations.

10 **4.2 LIMITATIONS TO SCOPE**

11 The franchise for the Collection and Transportation of Refuse and Compostable  
12 Materials to a City designated Disposal Site or Composting Facility and Collection and  
13 Processing of Recyclable Materials granted to Contractor shall be exclusive except as to  
14 the following materials listed in this section. The City permits the operation of buy back  
15 Recycling and re-use centers, and this Agreement shall allow business and residential  
16 Generators to transport, donate and sell Recyclable Materials to such centers. The  
17 Franchise granted the Contractor shall not preclude the categories of Recyclable  
18 Materials or other materials listed below from being delivered to and collected and  
19 transported by others provided that nothing in this Agreement is intended to or shall be  
20 construed to excuse any Person from obtaining any authorization from City, which is  
21 otherwise required by law:

- 22 **A.** Other recyclers shall maintain the right to collect Segregated Recyclable  
23 Materials, to accept donated Recyclable Materials, and to pay the  
24 Generator for Source Separated Recyclable Materials. Other recyclers  
25 shall not be permitted to charge for these services. Segregated Recyclable  
26 Materials set out for Collection by other recyclers shall contain no more  
27 than 10 percent by weight or volume (whichever is less) Refuse  
28 commingled in the materials to qualify for the exception under this  
29 section. If Contractor can document that other recyclers are servicing  
30 Collection containers that contain less than 90 percent source separated  
31 Segregated Recyclable Materials or Compostable Materials, it shall report  
32 the location and the name of the recycler to the City along with  
33 Contractor's evidence of the violation of the exclusiveness of this  
34 Agreement;
- 35 **B.** Recyclable Materials which are removed from any Premises by the  
36 Generator and which are transported personally by the Owner or  
37 Occupant of such Premises (or by his or her employees or a contractor);
- 38 **C.** Recyclable Materials, which are source separated at any Premises by the  
39 Generator and donated to youth, civic, or charitable organizations;
- 40 **D.** Containers delivered for Recycling under the California Beverage  
41 Container Recycling Litter Reduction Act, Section 14500, et seq.,  
42 California Public Resources Code;

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- E.** Compostable Materials removed from a Premises by a gardening, landscaping, or tree-trimming contractor as an incidental part of a total service offered by that contractor rather than as a hauling service, and for no additional or separate fee, and if such contractor delivers the Compostable Materials to a Compostable Container or Composting Facility and does not dispose of the material as Refuse;
- F.** Animal waste and remains from slaughterhouse or butcher shops for use as tallow;
- G.** By-products of sewage treatment, including sludge, sludge ash, grit and screenings; and
- H.** Hazardous Waste, Infectious Waste, and Designated Waste, regardless of its source.

This grant to Contractor of an exclusive right and privilege to collect and transport Refuse and Compostable Materials and collect and process Recyclable Materials shall be interpreted to be consistent with state and federal laws, now and during the Term of the Agreement, and the scope of this exclusive right shall be limited by applicable state and federal laws with regard to the matters contained in this Agreement. In the event that future interpretations of current law or new laws, regulations, interpretations or trends limit the ability of the City to lawfully provide for the scope of services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully provided and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

1 **ARTICLE 5.**  
2 **COLLECTION SERVICES**

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3 **5.1 GENERAL**

4 The work to be done by Contractor pursuant to this Agreement shall include the  
5 furnishing of all labor, supervision, equipment, materials, supplies, and all other items  
6 necessary to perform the services required. The enumeration and specification of  
7 requirements for particular items of labor or equipment shall not relieve Contractor of  
8 the duty to furnish all others, whether enumerated or not.

9 The work to be done by Contractor pursuant to this Agreement shall be  
10 accomplished in a thorough and professional manner so that the residents and businesses  
11 within the City are provided reliable, courteous and high-quality service at all times.  
12 The enumeration and specification of requirements for particular aspects of service  
13 quality shall not relieve Contractor of the duty of accomplishing all other aspects  
14 whether they are enumerated elsewhere in the Agreement or not.

15 **5.2 REFUSE SERVICES**

16 **5.2.1 SINGLE-FAMILY RESIDENTIAL REFUSE SERVICE**

17 Contractor shall collect and transport all Refuse from Carts placed at the Curb of  
18 Single-Family Residences once per week as scheduled.

19 **5.2.2 MULTI-FAMILY COMPLEX REFUSE SERVICE**

20 **5.2.2.A MULTI-FAMILY REFUSE CART SERVICE**

21 Contractor shall collect and transport to a Disposal Site, all Refuse  
22 from Carts placed at the Curb by each Generator within a Multi-Family  
23 Complex, not less than once per week as scheduled.

24 **5.2.2.B MULTI-FAMILY REFUSE BIN SERVICE**

25 Contractor shall collect and transport to a Disposal Site, all Refuse  
26 from Bins, not less than once per week. Bin enclosures and access should  
27 comply with Contractors guidelines.

28 **5.2.3 COMMERCIAL REFUSE SERVICE**

29 **5.2.3.B COMMERCIAL REFUSE CART SERVICE**

30 Contractor shall collect and transport to a Disposal Site all Refuse  
31 from Carts placed at the Curb by each Generator, not less than once per  
32 week.

33 **5.2.3.A COMMERCIAL REFUSE BIN SERVICE**

34 Contractor shall collect and transport to a Disposal Site all Refuse  
35 from Bins not less than once per week. Bin enclosures and access should  
36 comply with Contractors guidelines.



1    **5.3    RECYCLING SERVICES**

2           Contractor shall collect Recyclable Materials as described in Exhibit D for  
3    Single-Family Residences, Multi-Family Complexes, and Commercial Businesses.

4           Contractor shall instruct Single-Family Residences, Multi-Family Complexes  
5    (individual residents and/or complex managers as appropriate), and Commercial  
6    Businesses as to preparation of materials; the proper placement of Recycling Carts or  
7    Bins. Repeated contamination of Recyclable Materials may result in additional charges  
8    or the removal of Carts and/or Bins from the premises.

9           Contractor shall transport Recyclable Materials to a Processing Facility, process  
10   and market the Recyclable Materials. The Recyclable Materials may not be disposed of  
11   at a Disposal Site, Transfer Station, or any other location in lieu of Recycling the  
12   material without the expressed written approval of the City, as specified in Article 4.4.

13           **5.3.1    SINGLE-FAMILY RESIDENTIAL RECYCLING SERVICE**

14           The Contractor shall provide weekly Recycling Collection service, which shall  
15   correspond with the Single-Family Residential Refuse Collection day for each resident.  
16

17           **5.3.2    MULTI-FAMILY COMPLEX RECYCLING SERVICE**

18           Recycling Collection service shall be provided to Multi-Family Complexes.  
19   Contractor shall assist each complex by recommending the number and type of  
20   containers needed to service the Multi-Family Complex. Contractor shall recommend the  
21   most effective locations on site for placement of containers. Contractor shall provide  
22   educational materials and signage to reduce contamination and shall offer educational  
23   presentation to tenants upon request. Property manager or owner shall be responsible for  
24   the initial distribution of educational materials to tenants.

25           Recycling Service shall be suspended if Contractor determines that Recycling  
26   Bin is contaminated with items other than Recyclable Materials. Contractor shall notify  
27   City of the suspension of Recycling Services. Recycling Service shall resume when  
28   Contractor is assured that contamination of Recycling Bins is eliminated.

29           **5.3.3    COMMERCIAL RECYCLING PROGRAM**

30           Recycling Collection service shall be provided to Commercial Businesses.  
31   Contractor shall assist each Commercial Business by recommending the number and  
32   type of containers needed to service the Commercial Business. Contractor shall  
33   recommend the most effective locations on site for placement of containers. Contractor  
34   shall provide educational materials and signage to reduce contamination and shall offer  
35   educational presentation to tenants upon request.

36           Recycling Service shall be suspended if Contractor determines that Recycling  
37   Bin is contaminated with items other than Recyclable Materials. Contractor shall notify  
38   City of the suspension of Recycling Services. Recycling Service shall resume when  
39   Contractor is assured that contamination of Recycling Bins is eliminated.

1 **5.4 COMPOSTABLE MATERIALS PROGRAM**

2 **5.4.1 SINGLE-FAMILY RESIDENTIAL COMPOSTABLE MATERIALS PROGRAM**

3 Contractor agrees to collect and deliver to a Composting Facility,  
4 Compostable Materials collected from Compostable Containers placed at the  
5 Curb by each Single-Family Residence. The Contractor shall provide scheduled  
6 weekly Collection service, which shall correspond with the Single-Family  
7 Residential Refuse Collection day.

8 The Compost Processing Facility may process the material as compost or  
9 mix the material with bio-solids and process the material as compost.

10 Compostable Materials Service shall be suspended if Contractor determines that  
11 Compostable Materials Containers is contaminated with items other than Compostable  
12 Materials. Contractor. Compostable Materials Service shall resume when Contractor is  
13 assured that contamination of Compostable Materials Containers is eliminated.

14 **5.5 USED MOTOR OIL COLLECTION**

15 **5.5.1 SINGLE FAMILY RESIDENCES**

16 The Contractor shall provide used motor oil collection for Single-Family  
17 Residences as part of the Recyclable Materials Collection program. Residents  
18 must call to sign up for this service and to obtain spill-safe containers from the  
19 Contractor for the Collection of used motor oil and zip lock plastic bags for used  
20 oil filters. Contractor shall collect used motor oil and used filters from Single-  
21 Family Residences that are placed at the Curb. Residents must call to request  
22 motor oil and filter collection pickup service to assure that drivers are alerted that  
23 motor oil requires pick up. The Contractor shall provide replacement containers  
24 and filter bags as requested to participants upon Collection of oil and/or filters.

25 **5.5.2 MULTI- FAMILY RESIDENCES**

26 The Contractor shall provide used oil collection to Multi-Family  
27 Complexes as part of the Recyclable Materials Collection program. Upon request  
28 by the property manager, property owner or HomeOwners Association, the  
29 Contractor will distribute spill-safe containers for the Collection of used motor  
30 oil and plastic bags for used oil filters. Contractor shall collect used motor oil and  
31 used filters from Multi-Family Complexes at a location that is acceptable to the  
32 Contractor, and Manager, Owner or Homeowner's Association. Contractor shall  
33 provide replacement containers and filter bags to participants upon each  
34 Collection of oil and/or filters. Residents of Multi-Family Complexes may not  
35 order this service directly.

36  
37 Contractor shall safely store oil and used filters collected at its facility, and  
38 arrange for these materials to be properly recycled. Contractor shall provide used motor  
39 oil and used filter recycling support through community outreach, educational materials,  
40 and their web site.

1    **5.6    CHRISTMAS TREE DROPOFF**

2           Contractor shall supply a Roll-Off Container, to be placed at a location  
3 determined by the City, to provide a drop-off service for Christmas trees. The Roll-Off  
4 Container shall be serviced on a regular basis and the surrounding area kept free of any  
5 debris. Christmas trees shall be recycled in a manner to count as diversion by the  
6 California Integrated Waste Management Board. Trees that are flocked and contain  
7 tinsel or other decorations shall be collected separately for Disposal. The Debris Box  
8 shall be delivered the following business day after Christmas and serviced until mid-  
9 January or in cooperation with the Sonoma County Waste Management Agency Drop-  
10 Off program.

11           Contractor shall notify service recipients in writing of the dates, time, and places  
12 of Christmas Tree Collections. Information shall be included in the informational  
13 newsletters, in a bill insert, or other reasonable means.

14    **5.7    HOUSEHOLD ALKALINE BATTERY RECYCLING PROGRAM**

15           Contractor shall provide collection services for City-sponsored Household  
16 Alkaline Battery Recycling Program. Contractor shall collect recycled Household  
17 Batteries from City locations identified in Exhibit B. City staff shall notify Contractor  
18 when battery containers require pickup. Upon such notification, Contractor shall collect  
19 and deliver batteries to a battery recycler or permitted hazardous waste facility. If  
20 requested to do so, Contractor shall accommodate requests from City staff for routine  
21 and/or more frequent pickups.  
22

23    **5.8    BULKY ITEM COLLECTION PROGRAM**

24           Contractor shall provide Collection of Bulky Items from Residential, Multi-  
25 Family and Commercial Generators on a for-fee basis. Contractor shall charge  
26 Generators the service rates established in the rate schedule and may be adjusted under  
27 the terms of this Contract.  
28

29    **5.9    CLEAN UP BIN SERVICE**

30           Contractor shall provide Clean Up Bin Service to any Generator on a for-fee  
31 basis. Clean-Up Bins may be used for Generators requiring additional Collection service  
32 on a temporary basis or for special events. Contractor shall charge Generators the service  
33 rates established in the rate schedule and may be adjusted under the terms of this  
34 Contract.

1     **5.10   CITY FACILITIES**

2             Contractor collection of Refuse and Recyclable Materials to all City facilities  
3 identified in Exhibit A. Contractor shall provide collection of Refuse disposed of in  
4 City-owned cans located in the City as identified in Exhibit A. The size of the bin or cart  
5 and the frequency of Collection shall be determined between the City and Contractor.  
6 The services required by this section shall be provided at no charge to the City, but the  
7 cost of providing such service shall be an allowable expense under Article 8.

8     **5.11   COLLECTION FROM CITY-SPONSORED EVENTS**

9             Contractor shall collect Refuse and Recyclable Materials at City-sponsored  
10 events identified in Exhibit C . The services required by this section shall be provided at  
11 no charge to the City, but the cost of providing such service shall be an allowable  
12 expense under Article 8.

13    **5.12   REMOVAL OF HAZARDOUS WASTE**

14             If Contractor determines that material placed in any container for Collection is  
15 Hazardous Waste, Designated Waste, Infectious Waste, or other material that may not  
16 legally be disposed of at the Disposal Site or Processing Facility or presents a hazard to the  
17 Contractor's employees, the Contractor shall have the right to refuse to accept such material.  
18 The Generator shall be contacted by the Contractor and requested to arrange proper  
19 Disposal. The Contractor shall notify the City of any such material left at any Premises for  
20 14 days or more. If the material is delivered to the Disposal Site or a Processing Facility  
21 before its presence is detected and the Generator cannot be identified or fails to remove the  
22 material after being requested to do so, the Contractor shall arrange for its proper Disposal.  
23 The Contractor shall make a good faith effort to recover the cost of Disposal from the  
24 Generator, and the cost of this effort, as well as the cost of Disposal shall be chargeable to  
25 the Generator. Upon prior notification to the City, the Contractor shall be entitled to include  
26 the reasonable costs incurred under this section as an operating expense for purposes of  
27 compensation under Article 8 and shall include all sums recovered by it from Generators as  
28 "Other Income."

29    **5.13   TRANSPORTATION OF REFUSE, RECYCLABLE MATERIALS AND**  
30 **COMPOSTABLE MATERIALS**

31             Contractor shall provide for the transportation of all Refuse, Recyclable Materials  
32 and Compostable Materials collected under this Agreement. Contractor shall maintain  
33 accurate records of the quantities of Refuse, Recyclable Materials, and Compostable  
34 Materials transported to the Disposal Site, Processing Facility, or Composting Facility of  
35 customers within the City Limits of Sebastopol.

36    **5.14   PROCESSING OF REFUSE, RECYCLABLE MATERIALS, AND COMPOSTABLE**  
37 **MATERIALS**

38             The City reserves the right to 1), approve the Disposal Site(s) and Processing  
39 Facilities selected by the Contractor and 2), to direct the Contractor to use alternative  
40 Disposal Site(s) or Processing Facilities for disposal, recycling or composting of all  
41 materials collected pursuant to this Agreement. If City redirects Refuse to an alternate  
42 Disposal Site or Processing Facility, Payment for Services to Contractor shall be

1 adjusted for differences in the cost of Transportation, Disposal, and Processing of the  
2 material.

3 **5.15 COLLECTION STANDARDS**

4 **5.15.1 CARE OF PRIVATE PROPERTY**

5 Contractor shall use due care when collecting Refuse, Recyclable  
6 Materials, and Compostable Materials Containers. Containers shall not be  
7 thrown from trucks, roughly handled, damaged or broken. Containers shall be  
8 returned to the Collection point in an upright position.

9 Contractor shall ensure that its employees close, and relock if applicable,  
10 all gates opened by them in making Collections, unless otherwise directed by the  
11 Generator.

12 Contractor will require a damage waiver to enter onto private property.  
13 City shall refer Complaints about damage to private property to Contractor.  
14 Contractor shall repair all damage to private property caused by its employees'  
15 negligence or willful misconduct. Contractor may require residents on private  
16 roads to place Carts at the public road or Curb for Collection.

17 **5.15.2 LITTER ABATEMENT**

18 **A.** Minimization of Spills. Contractor shall use due care to prevent Refuse,  
19 Recyclable Materials, and Compostable Materials from being spilled or scattered  
20 during the Collection or Transportation process. If any Refuse, Recyclable  
21 Materials, or Compostable Materials are spilled during Collection, the Contractor  
22 shall promptly clean up all spilled materials. Each Collection vehicle shall carry a  
23 broom and shovel at all times for the purpose of cleaning litter.

24 **B.** Covering of Loads. Contractor shall cover all open Debris Boxes at pick-  
25 up location prior to transport to the Disposal Site or Processing Facility.

26 **5.15.3 HOURS OF COLLECTION**

27 Scheduled Collection of Refuse, Recyclable Materials, and Compostable  
28 Materials in residential areas may occur only between the hours of 6:00 a.m. and  
29 6:00 p.m., and in commercial areas, only between the hours of 5:00 a.m. and 6:00  
30 p.m. Commercial customers adjacent to residential structures or areas shall not  
31 be serviced prior to 6:00 a.m.

32 **5.15.4 NOISE**

33 All Collection operations shall be conducted as quietly as possible and  
34 shall conform to applicable federal, state, county and City noise level regulations.

35 **5.15.5 HOLIDAY COLLECTION SCHEDULE**

36 During the week of the holidays shown on Exhibit E, Collection shall be  
37 delayed by one day following the holiday, except when the holiday falls on a  
38 Saturday or Sunday. Contractor shall publish and distribute a holiday schedule in  
39 an informational newsletter or billing insert to all Generators at least annually.

1     **5.16   VEHICLES**

2             **5.16.1   GENERAL**

3             Contractor shall provide a fleet of Collection vehicles sufficient in number  
4             and capacity to efficiently perform the work required by the Agreement in strict  
5             accordance with its terms. Contractor shall have available sufficient back-up  
6             vehicles for each type of Collection vehicle used (i.e., side loader, front loader,  
7             and roll-off) to respond to Complaints and emergencies.

8             **5.16.2   SPECIFICATIONS**

9             All vehicles used by Contractor in providing collection services shall be  
10            registered with the California Department of Motor Vehicles. All such vehicles  
11            shall have watertight bodies designed to prevent leakage, spillage, or overflow.  
12            Vehicles shall also be equipped with safety features that enable drivers to avoid  
13            making contact with other vehicles, their passengers and/or pedestrians.

14            **5.16.3   VEHICLE IDENTIFICATION**

15            Contractor's name, local telephone number, and a unique vehicle  
16            identification number for each vehicle shall be displayed on all vehicles.

17            **5.16.4   INVENTORY**

18            Contractor shall furnish sufficient equipment to provide all service  
19            required under this Agreement. Contractor shall furnish the City a written  
20            inventory of all vehicles, including Collection vehicles, used in providing  
21            service, as part of the Annual Report. The inventory shall list all vehicles by  
22            manufacturer and model year; all equipment by ID number, date of acquisition  
23            and vehicle type.

24            The initial inventory of vehicles to be used to provide services under this  
25            Agreement is attached as Exhibit J.

26            **5.16.5   CLEANING AND MAINTENANCE**

27            **A.    General.** Contractor shall maintain all of its properties, facilities, and  
28            equipment used in providing service under this Agreement in a safe, neat, clean,  
29            and operable condition at all times.

30            **B.    Maintenance.** Contractor shall: (i) inspect each vehicle daily to ensure  
31            that all equipment is operating properly and vehicles that are not operating  
32            properly shall be taken out of service until they are repaired and do operate  
33            properly; and (ii) perform all scheduled maintenance functions in accordance  
34            with the manufacturer's specifications and schedule. Contractor shall keep  
35            accurate records of all vehicle maintenance, recorded according to date and  
36            mileage, and shall make such records available to the City upon request.

37            **C.    Repairs.** Contractor shall repair, or arrange for the repair of, all of its  
38            vehicles and equipment for which repairs are needed because of accident,  
39            breakdown, or any other cause so as to maintain all equipment in a safe and  
40            operable condition. If an item of repair is covered by a warranty, Contractor shall  
41            obtain warranty performance. Contractor shall maintain accurate records of  
42            repair, which shall include the date/mileage, nature of repair, and the signature of

1 a maintenance supervisor that the repair has been properly performed, and shall  
2 make such records available to the City upon request.

3 **D. Storage.** Contractor shall arrange to store all vehicles and other  
4 equipment in safe and secure location(s) in accordance with City's applicable  
5 zoning regulations.

6 **5.16.6 OPERATION**

7 Vehicles shall be operated in compliance with the California Vehicle  
8 Code, and all applicable safety and local ordinances. Contractor shall not load  
9 vehicles in excess of the manufacturer's recommendations or limitations imposed  
10 by state or local weight restrictions on vehicles. Contractor shall have the right  
11 to refuse unsafe loads and/or loads containing illegal materials.

12 **5.17 CONTAINERS**

13 **5.17.1 GENERAL**

14 All Carts, Bins, Roll-Off Containers and Compactors shall be provided to  
15 customers as part of services provided by Contractor.

16 Upon termination of the Agreement, the City reserves the right to take  
17 ownership of all Carts, Bins, Roll-Off Containers and Compactors, or to request  
18 Contractor to remove some or all containers.

19 Contractor shall provide containers for collection of Refuse, Recyclable  
20 Materials, and Compostable Materials, which shall be designed and constructed  
21 to be watertight and prevent the leakage of liquids. All containers with a  
22 capacity of one cubic yard or more shall meet applicable federal regulations on  
23 Refuse Bin safety and be covered with attached lids. All Bins, Roll-Off  
24 Containers and Compactors shall be painted standard colors and shall  
25 prominently display the name and telephone number of the Contractor.

26 **5.17.2 REFUSE CART CONTAINERS**

27 **5.17.2.A SINGLE FAMILY RESIDENTIAL REFUSE CART SERVICE**

28 Contractor shall supply each Single Family Residence with a choice of  
29 one (1) 20-, 30-, 60-, or 90-gallon (or equivalent size) Cart for the Collection of  
30 Refuse. Single-Family Residences may receive multiple Refuse Carts for an  
31 additional fee.

32 Carts must be placed at the public Curbside for efficient Collection by driver.

33 **5.17.2.B MULTI-FAMILY COMPLEX REFUSE CART SERVICE**

34 Contractor shall supply each Multi-Family Residential Complex resident  
35 with a choice of one (1) 20-, 30-, 60-, or 90-gallon (or equivalent size) Cart for  
36 the Collection of Refuse. Multi-Family Residents may receive multiple Refuse  
37 Carts for an additional fee. Multi-Family Residential Complex Generators using  
38 Carts for collection of Refuse must place carts at the public Curbside or other  
39 location convenient for efficient Collection by driver.

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**5.17.2.C SMALL COMMERCIAL GENERATOR CART SERVICE**

Contractor shall supply each Small Commercial Generator with one (1) 30- 60-, 90-gallon Cart (or equivalent size) for the Collection of Refuse, upon request. Small Commercial Generators may receive multiple Refuse Carts for an additional fee. Commercial Generators using Carts for collection of Refuse must place carts at the public Curbside or other location convenient for efficient Collection by driver.

**5.17.3 REFUSE BIN CONTAINERS**

Contractor shall supply each Bin Service Generator with a choice of size (1 to 6 cubic yard) and number of Bins for the Collection of Refuse. Large quantity Generators shall be offered the option of selecting a Roll-Off Container or Compactor for Collection of Refuse.

**5.17.4 RECYCLING CONTAINERS**

**5.17.4.A SINGLE-FAMILY RESIDENTIAL RECYCLING CART SERVICE**

Contractor shall supply each Single-Family Residence with a Cart for the Collection of Single Stream Recyclable Materials. Carts must be placed at the public Curbside for efficient Collection by driver.

**5.17.4.B MULTI-FAMILY RESIDENTIAL COMPLEXES RECYCLING CONTAINERS**

Contractor shall supply each Multi-Family Residential Complex with Recycling Service. Contractor shall work with the managers or owners to determine the appropriate container type and service level for each complex. Bin Service Generators shall have the option of size (1 to 6 yard Bins) and number of Bins for the Collection of Recyclable Materials.

Multi-Family Residential Complex Generators using Carts for collection of Recyclable Materials must place carts at the public Curbside for efficient Collection by driver.

**5.17.4.C COMMERCIAL RECYCLING CONTAINERS**

Contractor shall supply each Commercial Business with Recycling Service. Contractor shall work with the managers or owners to determine the appropriate container type and service level for each complex. Bin Service Generators shall have the option of size (1 to 6 yard Bins) and number of Bins for the Collection of Recyclable Materials.

Commercial Business Generators using Carts for collection of Recyclable Materials must place carts at the public Curbside for efficient Collection by driver.

**5.17.5 COMPOSTABLE MATERIALS CART SERVICE CONTAINERS**

**5.17.5.A SINGLE-FAMILY RESIDENTIAL COMPOSTABLE MATERIALS CART SERVICE**



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Contractor shall supply each Single-Family Residence with a 90-gallon Cart (or equivalent size) for the Collection of Compostable Materials. Carts must be placed at the public Curbside for efficient Collection by driver.

**5.17.6 CART REPAIR AND REPLACEMENT**

Contractor shall replace, not more than once per year without charge, containers that have been stolen or lost. Additional Carts shall be charged to the Single-Family Residences and Multi-Family Residential Complex residents at a rate approved by the City in writing.

**5.18 PUBLIC EDUCATION**

**5.18.1 NEW CUSTOMER START-UP PACKET**

Contractor shall provide an information packet for new customers. Contractor shall provide, at a minimum, the following items in the packet to new customers:

- A letter providing a summary of services and contact information
- A "how to" brochure explaining the overall Recyclable and Compostable Materials programs and the materials to be collected.

**5.18.2 INFORMATIONAL NEWSLETTERS**

Contractor shall publish and mail informational newsletters twice per year to be mailed to all Generators. Newsletters will include information intended to encourage recycling, source reduction, participation in recycling and greenwaste programs and composting. Newsletters shall address issues affecting residential, multifamily and commercial service as well as general articles and information appropriate to all generators including items such as a discussion of AB 939 policy, updates on the County's diversion achievements, hazardous waste disposal options and other general articles of interest. Additional notices, bill inserts and informational pieces shall be distributed as necessary.

Newsletters shall promote and advertise other features of the Agreement including Christmas Tree recycling information, Holiday Collection Schedule, and Curbside Used Oil Collection.

Newsletters will be made available to the City for review prior to distribution.

**5.18.3 ONGOING EDUCATION AND OUTREACH**

**5.18.3A MULTI FAMILY COMPLEX EDUCATION**

Multi-Family Complex customers will receive an annual bill insert or other mailers describing solid waste and Recycling Service options. Multi-Family Complex managers or owners may request Contractor conduct an on-site evaluation to enhance recycling at no cost to the Multi Family Complex.

Contractor shall provide recycling educational materials to property owners or managers for Multi-Family Complex tenants upon request.

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**5.18.3B COMMERCIAL BUSINESS EDUCATION**

Commercial Business customers will receive an annual bill insert describing solid waste and Recycling service options. Commercial Business managers or owners may request Contractor conduct an on-site evaluation to enhance recycling at no cost to the Commercial Business.

Contractor shall provide recycling educational materials to Commercial Business owners or managers upon request.

**5.18.3C PUBLIC SCHOOL EDUCATION**

Contractor shall visit each public school inside the City limits at least one time per year and shall provide information to each school regarding the availability of recycling education presentations by Contractor for classrooms and school assemblies.

Upon request, Contractor shall work with students, teachers, administrators and custodial staff at each school to facilitate and implement effective collection and handling system to maximize recycling at each school facility.

**5.18.3D PUBLIC FAIRS**

Contractor shall periodically staff informational tables at public events within the City to stimulate and enhance recycling programs and provide waste reduction information to the public.

**5.19 PERSONNEL**

**5.19.1 GENERAL**

Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

**5.19.2 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.

**5.19.3 SAFETY TRAINING**

Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for Collection of Refuse, Recyclable Materials, or Compostable Materials or who are otherwise directly involved in such Collection. Contractor shall train its employees involved in Collection to identify, and not to collect, Designated Waste, Hazardous Waste, or Infectious Waste.

**5.19.4 NO GRATUITIES**

Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public

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for the Collection of Refuse, Recyclable Materials, and Compostable Materials under this Agreement.

**5.19.5 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.

**5.19.6 PROVISION OF FIELD SUPERVISION**

Contractor shall designate at least one qualified employee as supervisor of field operations.

**5.19.7 CUSTOMER SERVICE/BILLING LIAISON**

Contractor shall designate one (1) qualified employee to serve as customer service/billing liaison to the City. The liaison will be available during business hours to coordinate billing, customer service, and operational issues with the City. The designated billing liaison shall be

Office Manager  
PO Box 1916  
Santa Rosa CA 95402  
(707) 586-8266  
(707) 586-5543

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**ARTICLE 6.**  
**STREET SWEEPING SERVICES**

Contractor shall perform the following services for the City in an ongoing and timely manner as is necessary to complete the specified work

**6.1 STREET SWEEPING METHODOLOGY**

Street cleaning for all curb miles identified within the City Limits shall be performed consistent to industry standards as follows:

- A. Contractor shall operate at a speed that will result in adequate cleaning of the streets.
- B. The Contractor shall operate the equipment per factory specifications to clean a path consistent with the width of the sweeper, from the face of the curb towards the center of the street including the flow line of the gutter, that will result in adequate cleaning of the streets.
- C. The Contractor shall sweep the City's commercial areas a minimum of twice weekly and include one of the four residential areas per sweeping day to be swept every other week.
- D. The commercial areas shall be swept beginning at 4 am and be completed by 7:30 am at which time residential sweeping shall begin, to be completed by 2 pm.
- E. All asphalt or concrete City streets, regardless of curb and gutter, shall be swept in the normal sweeping schedule as specified by the City.
- F. On streets without curb and gutter, contractor shall clean a path consistent with the width of the sweeper that starts 6 inches to 12 inches for the edge of the pavement and continues toward center of the street.
- G. The Contractor may utilize fire hydrants for the purpose of filling the sweeper with water, as specified by the City.
- H. The Contractor may dump the street sweepings in the City's Public Works yard, to be disposed of by the City, and may wash the street sweeper in the Public Works yard.

**6.2 STREET SWEEPING EQUIPMENT**

- A. The Contractor shall provide street sweeping equipment comparable to, or better than, a TYMCO regenerative air sweeper, on a chassis, comparable to or better than a Ford LN 700 powered by a 6.6 liter Ford diesel.
- B. The Contractor shall maintain the vehicle in a sound and safe operating condition, per factory specifications, in order to provide optimal performance to the City.
- C. Any deviation from the above specifications must be authorized in writing from the City.

1 **6.3 OPERATOR RESPONSIBILITIES**

- 2 A. The Contractor is responsible for pre and post vehicle inspections in order  
3 to provide a safe environment to the operators and to residents.
- 4 B. The Contractor shall operate the street sweeper per factory specifications in  
5 order to provide optimal performance to the City.
- 6 C. The Contractor shall sweep all routes established by the City and maintain  
7 the existing schedule, unless otherwise directed by the City.
- 8 D. The Contractor shall be responsible for all missed streets, or for streets that  
9 are not cleaned adequately with one pass of the sweeper, at no extra cost to  
10 the City.
- 11 E. Additional sweeping shall be available in a timely manner upon City  
12 request.
- 13 F. The Contractor shall provide the name and telephone number for the  
14 Supervisor and Manager responsible for sweeping operations within the  
15 City. Contractor is responsible for customer relations, and any and all  
16 concerns shall be referred to the Contractor for mitigation.
- 17 G. The Contractor is responsible for submitting quarterly reports to the City  
18 documenting sweeping miles, hours worked, any correspondence with the  
19 public.
- 20 H. The City may terminate the street sweeping agreement based on any  
21 complaint, breach or failure to perform, after the Contractor has been given  
22 reasonable opportunity to remedy same.
- 23 I. The Contractor shall post the Sweeping Schedule on the Contractors website and  
24 will provide copies to residents by mail upon request.
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**ARTICLE 7.**  
**OTHER RELATED SERVICES**  
**AND STANDARDS**

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**7.1 BILLING**

CONTRACTOR shall be responsible for the billing and collection of payments from all Generators in the City. CONTRACTOR shall not bill for Collection services rendered to City service units identified in Exhibit A.

**7.1.1 CHARGES AND RATES**

The Contractor shall charge Service Recipients the service rates established in the Rate Schedule which is attached to and included in this Contract and as may be adjusted under the terms of this Contract.

**7.1.2 PRODUCTION OF INVOICES.** The CONTRACTOR shall produce an invoice, in a form and format that is approved by the City, for services received under this Contract no less than four times per year.

**7.1.3 PARTIAL MONTH SERVICE.** If, during a month, a Service Unit is added to or deleted from CONTRACTOR'S Service Area, the CONTRACTOR'S billing shall be pro-rated based on the weekly service rate, which is the service rate established in the Rate Schedule divided by four (4), times the number of actual weeks in the month that service was provided to the Service Unit.

**7.1.4 PAST DUE ACCOUNTS**

Contractor shall utilize the following Collections Procedure for Past Due Accounts

1. Each past due account will receive at least one phone attempt between 90 and 120 days past due.
2. Each account with a 120 day past due balance will be sent a letter advising they are past due and requiring payment within 30 days.
3. A second phone attempt will be made after mailing the 120 day notice.
4. 23 days later all accounts that still have a 120 day past due balance will be sent a letter advising they are past due and requiring payment within 7 days.
5. A final phone attempt will be made on each past due account.
6. At 150 days, past due accounts will have received a minimum of three (3) phone attempts and two (2) letters. At this time, service to these accounts shall be stopped and the City notified of all stopped accounts.
7. Prior to stopping service a manual check of each account will be performed to ensure there are no:
  - a. other active accounts at that address
  - b. active payment plans or arrangements
  - c. accounting or billing errors

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This process shall be repeated monthly. If there has been no successful contact or resolution the account may be flagged for transfer to an outside collection agency.

**7.1.3 ANNUAL PRE-PAYMENT DISCOUNT.** CONTRACTOR shall provide a reduction to the Service Rates as established in Exhibit H for voluntary advance payment for one (1) year of service with the twelfth (12th) month of service provided at no charge in exchange for such advance payment by SFD Service recipients. CONTRACTOR shall advertise the availability of this payment option at least once per year to all SFD subscribers.

**7.2 SERVICE RATE ELEMENTS.**

Collection Service Rates shall consist of some combination of the following elements: a Collection Element, a Disposal Element, a Franchise Fee Element, and such other elements as may be added by the City during the term of this Agreement.

**7.3 ADJUSTMENTS TO MAXIMUM COLLECTION SERVICE RATES.**

**7.3.1 ADJUSTMENTS TO DISPOSAL COMPONENT.** Using the Refuse Rate Index (RRI). Beginning on July 1, 2009, and annually thereafter, CONTRACTOR shall, subject to compliance with all provisions of this Article, receive an annual adjustment in the *Collection Components* of the following maximum service rates as set forth in Exhibit H to this Agreement:

**7.3.1.A SFD Collection Service.** All Collection Component lines of the *Collection Component* in Exhibit H.

**7.3.1.B MFD Collection Service.** All Collection Component lines of the *Collection Component* in Exhibit H.

**7.3.1.C Commercial Collection Service.** All Collection Component lines of the *Collection Component* in Exhibit H.

**7.3.1.D Other Rates.** All Collection Component lines of the *Collection Component*, the Push Rates, and Other Rates listed in in Exhibit H.

**7.3.1.E Large Item Collection Rates.** All Collection Component lines of the *Collection Component* in Exhibit I.

**7.3.2 RRI ADJUSTMENT.** Beginning on July 1, 2009, and annually thereafter during the term of this Agreement, the *Collection Component* of the maximum service rates set forth in Article 7.3.1 above shall be adjusted by the RRI adjustment set forth below. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment of the *Collection Component*. Instead the RRI number shall be the result of the cumulative change in the RRI for the two year period prior and shall be the RRI adjustment for that subsequent year.

**7.3.2.A** The RRI adjustment shall be the sum of the weighted percentage change in the Annual Average of each RRI index number between the

1 base fiscal year, which shall be the prior preceding calendar year  
2 ending December 31<sup>st</sup> and the preceding fiscal year ending December  
3 31<sup>st</sup> as contained in the most recent release of the source documents  
4 listed in Exhibit G, (“REFUSE RATE INDEX”) which is attached to  
5 and included in this Agreement. Therefore, the first *Collection*  
6 *Component* rate adjustment will be based on the percentage changes  
7 between the Annual Average of the RRI indices for the calendar year  
8 ended December 31, 2007 and the Annual Average of the RRI indices  
9 for the calendar year ended December 31, 2008. The RRI shall be  
10 calculated using the RRI methodology included in Exhibit G.  
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12 **7.3.3 ADJUSTMENTS TO DISPOSAL COMPONENT.**

13 **7.3.3.A SFD Collection Service.** The maximum SFD Solid Waste Collection  
14 Service Rate is based on the tipping fee per ton and the Residential  
15 Disposal Generation Factor set forth in Exhibit H.

16 **7.3.3.B Tip Fee Changes.** Any approved change in the per ton tipping fees,  
17 as set forth below, will result in a corresponding change in the  
18 appropriate “Monthly Unit Disposal Rate” based on the following  
19 formula:

20 (The new tipping fee x the “Residential Disposal Generation Factor”/ one  
21 hundred percent (100%) minus the franchise fee percentage, (such  
22 amount at the inception of this Agreement to be ninety percent (90%)), to  
23 account for the change in the franchise fee applied to the disposal rate  
24 element.

25 Will equal: the SFD Solid Waste Collection Service, “Monthly Unit  
26 Disposal Rate”.

27 **7.3.3.C Commercial Collection Service.** The maximum Commercial Solid  
28 Waste Collection Service “Disposal Component Rate” is based on the  
29 tipping fee per ton and the appropriate Conversion Factor set forth on  
30 in Exhibit H. Any approved change in the per ton tipping fees will  
31 result in a corresponding change in the “Disposal Component Rate”  
32 for Commercial Collection Services as set forth in Exhibit H, based  
33 on the following formulas:

34 **7.3.3.C.1 Commercial Bin Rates**

35 ((The appropriate “Conversion Factor”/2,000 pounds) x the new tipping  
36 fee x the Bin size x the frequency of Collection) / one hundred percent  
37 (100%) minus the franchise fee percentage, (such amount at the inception  
38 of this Agreement to be ninety percent (90%)), to account for the  
39 franchise fee applied to the disposal rate element.

40 Will equal: the Commercial Solid Waste Bin Collection Service  
41 “Disposal Component Rate” for the appropriate Bin size and Collection  
42 frequency.  
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**7.3.3.C.2 Commercial Cart Rates**

The maximum Commercial Cart Solid Waste Collection Service Rate is based on the tipping fee per ton and the Commercial Cart Disposal Generation Factor set forth in Exhibit H.

**7.3.3.D Tip Fee Changes.** Any approved change in the per ton tipping fees, as set forth below, will result in a corresponding change in the appropriate "Monthly Unit Disposal Rate" based on the following formula:

(The new tipping fee x the "Commercial Cart Disposal Generation Factor" / one hundred percent (100%) minus the franchise fee percentage, (such amount at the inception of this Agreement to be ninety percent (90%)), to account for the change in the franchise fee applied to the disposal rate element.

Will equal: the Commercial Cart Solid Waste Collection Service, "Monthly Unit Disposal Rate".

**7.3.4 DISPOSAL ELEMENT RATE ADJUSTMENTS.** To be changed based on changes in the tip fee at the Disposal Facility.

**7.4 RATE ADJUSTMENT PERIOD** By July 1st, 2009, and annually thereafter during the remaining term of the contract, the Contractor shall notify City of the RRI and Tipping Fee adjustments to the affected service rates. Rate adjustments will be effective July 1<sup>st</sup> of each year and shall be reflected in the next billing cycle. Any increase to rates shall be prorated over the course of the billing year in such a manner to recover any incremental loss in revenue due to the billing cycle.

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**ARTICLE 8.**  
**RECORDS**

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4 **8.1 GENERAL**

5 Contractor shall maintain such accounting, statistical and other records related to  
6 its performance under this Agreement as shall be necessary to develop the financial  
7 statements and other reports required by this Agreement. Also, Contractor agrees to  
8 conduct data collection, information and record keeping, and reporting activities needed  
9 to comply with and to meet the reporting and program management needs of Contractor  
10 and AB 939 and other federal and state and local laws and regulations and the  
11 requirements of this Agreement. To the extent, such requirements are set out in this and  
12 other articles of this Agreement, they shall not be considered limiting or necessarily  
13 complete. In particular, this article is intended to only highlight the general nature of  
14 records and reports and their minimum content and is not meant to comprehensively  
15 define what the records and reports are to be and their content

16 Contractor shall maintain records required to conduct its operations, to support  
17 requests it may make to City, and to respond to requests from City. Adequate record  
18 security shall be maintained to preserve records from events that can be reasonably  
19 anticipated such as a fire, theft, and earthquake. Electronically maintained data/records  
20 shall be protected and backed up.

21 Contractor agrees that the accounting and other records of any and all companies  
22 conducting operations addressed in the Agreement shall be provided or made available  
23 to City and its agents and/or representatives during normal business hours. Contractor  
24 shall allow and permit City or City representative to audit its accounting records and all  
25 other records required by this Agreement, and to meet with Contractor personnel to  
26 verify data. Contractor shall cooperate to the fullest extent with City during such an  
27 audit process.

28 Unless otherwise herein required, Contractor shall retain all records and data  
29 required to be maintained by this Agreement for at least five (5) years after the  
30 expiration of this Agreement.

31 **8.1.1 REFUSE RECORDS**

32 Records shall be maintained by Contractor for City relating to:

- 33 A. Service recipient services.  
34 B. Weight and volume by type (e.g., Refuse, Recyclable Materials, and  
35 Compostable Materials). Where possible, information is to be separated among  
36 Single-Family Residences, Multi-Family Complexes, and Commercial  
37 Businesses  
38 C. Routes.  
39 D. Facilities, equipment and personnel used.  
40 E. Facilities and equipment operations, maintenance and repair.

1 F. Disposal and Processing Facility weight tickets for Refuse, Recyclable  
2 Materials, and Compostable Materials. Residue will be allocated as a percent of  
3 all materials processed by Contractor.

4 Contractor shall maintain records of all Refuse, Recyclable Materials, and  
5 Compostable Materials collected in the City for the period of this Agreement  
6 plus five (5) years after its termination. Records shall be in chronological and  
7 organized form, and readily and easily interpreted. In the event City requests,  
8 Contractor shall provide all records of all Refuse, Recyclable Materials, and  
9 Compostable Materials to City within sixty (60) days of discontinuing service.

10 **8.1.2 RECYCLABLE MATERIALS AND COMPOSTABLE MATERIALS**  
11 **COLLECTION SERVICE RECORDS**

12 Records shall be maintained by Contractor that relate to:

- 13 A. Recyclable Materials and Compostable Materials sales value;  
14 B. Weight of material by type

15 **8.1.3 TRANSFER AND DISPOSAL RECORDS**

16 Contractor shall maintain records of transfer, Disposal and Processing of  
17 all Refuse, Recyclable Materials, and Compostable Materials collected by  
18 Contractor for the period of this Agreement plus five (5) years after its  
19 termination. Records shall be in chronological and organized form and readily  
20 and easily interpreted. In the event City requests, Contractor shall provide all  
21 records of transfer and Disposal or Processing of all Refuse, Recyclable  
22 Materials, and Compostable Materials collected by Contractor within thirty (30)  
23 days of discontinuing service.

24 **8.2 REPORTS**

25 **8.2.1 GENERAL**

26 Report Formats and Schedule. Records shall be maintained by Contractor  
27 in forms and by methods that facilitate flexible use of data contained in them to  
28 structure reports, as needed.

29 Contractor may propose report formats that are responsive to the  
30 objectives and audiences for each report. The City shall approve the format of  
31 each report. Contractor agrees to submit all reports in a format acceptable to the  
32 City.

33 Annual reports shall be submitted no later than April 1<sup>st</sup>, after the close  
34 of each fiscal year ending December 31<sup>st</sup>.

35 All reports shall be submitted to:

36  
37 City of Sebastopol  
38 Attention: City Manager  
39 7120 Bodega Ave  
40 Sebastopol, CA 95472  
41

1    **8.3    ANNUAL REPORTS**

2           **8.3.1    ANNUAL REPORT REQUIREMENTS**

3                   Annual Reports are due on or before June 1<sup>st</sup> each year and shall be  
4    **presented by Contractor to show the following information:**

5           **A.       Refuse Services.** Provide total tonnage by Single-Family Residences  
6           and Commercial Businesses. Where possible, tonnages for Multi-Family  
7           Residential Complexes will be provided.

8           **B.       Recyclable Materials Services.** Provide tonnage by Single-Family  
9           Residences and Commercial Businesses. Where possible, tonnages for Multi-  
10          Family Residential Complexes will be provided.

11          **C.       Recyclable Totals.** Indicate by material type the total of recyclable  
12          materials processed and sold.

13          **D.       Compostable Materials Service.** Provide tonnage by Single-Family  
14          Residences and Commercial Businesses. Where possible, tonnages for Multi-  
15          Family Residential Complexes will be provided.

16          **E.       Christmas Tree Collection.** Provide total tons diverted.

17          **F.       Summarize Annual Outreach Efforts**

18                   1)       Describe materials distributed

19                   2)       Provide summary of Commercial Business and Multi-Family  
20                   Complexes contacted.

21          **G.       Pilot and New Programs.** Describe any new or pilot programs initiated  
22          during report year.

23          **H.       Summary Assessment.** Provide a summary assessment of the overall  
24          Refuse, Recyclable Materials, and Compostable Materials program from  
25          Contractor's perspective relative to financial and physical status of program.  
26          Highlight significant accomplishments and problems.

27          **I.       Equipment Inventory.** The annual report shall include a complete  
28          inventory of equipment used to provide all services. The inventory shall list all  
29          vehicles by manufacturer and model year; all equipment by ID number, date of  
30          acquisition and vehicle type.

31          Upon request, Contractor shall provide reports to the City Manager on program status.  
32          As requested, biannual presentation shall be made to the City Council updating the City  
33          on program status.

34    **8.4    FINANCIAL INFORMATION**

35                   On or before June 1<sup>st</sup> after the close of each fiscal year ending December 31,  
36          Contractor shall provide the City with an independent CPA statement of applicable cash  
37          receipts for the purpose of verifying and reconciling the franchise fee paid to the City.

38                   The financial statements and footnotes shall be prepared in accordance with  
39          Generally Accepted Accounting Principles (GAAP) consistently applied and fairly  
40          reflecting the results of operation and Contractor's financial condition.

1    **8.5    DIVERSION PROGRAMS**

2           Contractor shall build on the diversion, education and other required programs or  
3 actions required by this Agreement, in order to meet the diversion requirements of the  
4 California Integrated Waste Management Act of 1989 (Act) (California Public  
5 Resources Code Section 40000 et seq.).

6    **8.6    RIGHT TO INSPECT RECORDS**

7           The City shall have the right to inspect or review the income tax returns, payroll  
8 tax reports, specific documents or records required pursuant to this Agreement, or any  
9 other similar records or reports of the Contractor that City Manager or City Council shall  
10 deem, in their sole discretion, necessary to evaluate annual reports, rate review  
11 applications provided for in this Agreement, and the Contractor's performance provided  
12 for in this Agreement. City shall attempt to maintain the confidentiality of the records  
13 and information provided in this paragraph, consistent with the necessity of supporting  
14 any recommendations to the City Council. Should City receive a Public Records Act  
15 request for this information, it shall notify Contractor and Contractor may take whatever  
16 legal action may be available to it to prevent these documents and this information from  
17 becoming public.

18   **8.7    INSPECTION BY CITY**

19           The designated representatives of the City shall have the right to observe and  
20 review Contractor operations and enter its place(s) of business for the purposes of such  
21 observation and review at all reasonable hours with reasonable notice.  
22

23   **8.8    PUBLIC/CUSTOMER SERVICE AND ACCESSIBILITY**

24           **8.8.1    OFFICE LOCATION**

25           The Contractor shall maintain an office at 3400 Standish Avenue, Santa  
26 Rosa, CA 95407 or such other location that is within the municipal limits of the  
27 City as they may choose where payments may be made and shall be open during  
28 normal business hours.

29           If the office is located outside of the City of Sebastopol, Contractor must  
30 ensure that telephone calls to it from locations within the City are billed as "local  
31 calls".

32           **8.8.2    OFFICE HOURS**

33           A representative of the Contractor shall be available from 8 a.m. to 5:30  
34 p.m. Monday through Friday and from 8:00 a.m. to 3 p.m. on Saturdays to  
35 communicate with the public in person and by telephone. A message machine  
36 shall be available for residents to leave a message during non-business hours.  
37 Calls shall be returned within twenty-four (24) hours, and messages left on  
38 Saturday or Sunday shall be returned no later than the end of the next business  
39 day. The office may be closed on Sundays, and designated holidays as described  
40 in Exhibit E.

1           **8.8.3 TELEPHONE**

2           Contractor shall install telephone equipment sufficient to handle the  
3 volume of calls typically experienced on the busiest days

4           The Contractor shall handle all calls regarding services including, but not  
5 limited to, billing, account set-up, missed pickups, Complaints, changes in  
6 services, Bin repair, and other such service-related issues.  
7

8           **8.9 TITLE TO REFUSE**

9           Once Refuse, Recyclable Materials, and/or Compostable Materials are placed in  
10 containers and properly placed at the Collection location, ownership and the right to  
11 possession shall transfer directly from the Generator to Contractor by operation of this  
12 Agreement. Subject to Contractor's objective to meet the AB 939 diversion goals and  
13 City's right to direct Contractor to process and dispose of Refuse at a particular licensed  
14 site or to dispose of Refuse at a particular licensed Disposal Site, Contractor is hereby  
15 granted the right to retain, recycle, process, dispose of, and otherwise use such Refuse, or  
16 any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor.  
17 Subject to the provisions of this Agreement, Contractor shall have the right to retain any  
18 benefit resulting from its right to retain, recycle, process, dispose of, or re-use the  
19 Refuse, which it collects. Refuse, or any part thereof, which is deposited at a Disposal  
20 Site, transformation site, Transfer Station, or Processing Facility shall become the  
21 property of the Owner or operator of the facility, once deposited there by Contractor.  
22 City may obtain ownership or possession of Refuse placed for Collection upon written  
23 notice of its intent to do so; however, nothing in this Agreement shall be construed as  
24 giving rise to any inference that City has such ownership or possession unless such  
25 written notice has been given by City to Contractor.

26           **8.10 NON-DISCRIMINATION**

27           Contractor shall not discriminate in the provision of service or the employment  
28 of persons engaged in performance of this Agreement on account of race, color, religion,  
29 sex, age, physical handicap, or medical condition in violation of any applicable federal  
30 or state law.

31           **8.11 REPORT OF ACCUMULATION OF REFUSE; UNAUTHORIZED DUMPING**

32           Contractor shall direct its drivers to note (1) the addresses of any Premises at  
33 which they observe that Refuse, Recyclable Materials, and Compostable Materials is  
34 accumulating and is not being delivered for Collection; and (2) the address, or other  
35 location description, at which Refuse has been dumped in an apparently unauthorized  
36 manner. Contractor shall deliver the address or description to City within five (5)  
37 working days of such observation.

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**ARTICLE 9 .**  
**FRANCHISE FEE & OTHER FEES**

**9.1 FRANCHISE FEE**

In consideration of the rights provided Contractor herein, Contractor shall pay to City ten (10) percent of Gross Revenues derived by Contractor from all services provided in City under this Agreement. This fee may be adjusted by City by resolution. Such adjustment shall be reflected in the rates that the Contractor charges and collects from Generators.

**9.2 OTHER FEES**

The City shall reserve the right to set "other" fees, as it deems necessary. The amount, time and method of payment, and adjustment process will be set similar to Section 7.1 above. This may include a pass-through to pay the City's share of the Sonoma County Waste Management Agency Joint Powers Authority program fees should they no longer be included in landfill tipping fees.

**9.3 ADJUSTMENT TO FEES**

City may adjust the amount of the fees annually, if necessary, to recover its costs for Refuse-related services and programs. Such adjustment shall be reflected in the rates that the Contractor charges and collects from Generators.

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**ARTICLE 10**  
**INDEMNITY, INSURANCE,**  
**FAITHFUL PERFORMANCE**

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5 **10.1 AB 939 INDEMNIFICATION**

6 Contractor shall, by implementing in a timely and effective manner, the  
7 diversion, education and other required programs or actions required by this Agreement,  
8 comply with the diversion requirements for Sebastopol of the California Integrated  
9 Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000  
10 et seq.) to attain 50 percent diversion of Refuse from disposal into landfills by the end of  
11 the year 2003. In addition to all other relief provided Contractor and City under this  
12 Agreement, Contractor agrees to defend, indemnify, and hold harmless, the City Parties  
13 from and against all fines and/or penalties imposed by the California Integrated Waste  
14 Management Board for operations during the Term of this Agreement in the event the  
15 source reduction and Recycling goals or any other requirement of the Act are not met by  
16 the Contractor with respect to the waste stream collected under this Agreement and such  
17 failure is due to the failure of Contractor to meet its obligations under this Agreement  
18 and/or for delays in providing information that prevents Contractor or City from  
19 submitting reports required by AB 939 in a timely manner.

20 **10.2 INSURANCE**

21 **10.2.1 MINIMUM SCOPE OF INSURANCE**

22 Coverage shall be at least as broad as:

- 23 A. Insurance Services Office form number CG 0001 covering Commercial  
24 General Liability or Comprehensive General Liability Insurance.  
25 B. Insurance Services Office form number CA 0001 covering Automobile  
26 Liability, code 1 "any auto" and endorsement form if applicable.  
27 C. Workers' Compensation insurance as required by the Labor Code of the  
28 State of California and Employer's Liability insurance.

29 **10.2.2 MINIMUM LIMITS OF INSURANCE**

30 Contractor shall maintain limits no less than:

- 31 A. Comprehensive General Liability: \$5,000,000 combined single limit per  
32 occurrence for bodily injury, personal injury and property damage.  
33 B. Automobile Liability: \$5,000,000 combined single limit per accident for  
34 bodily injury and property damage.  
35 C. Workers' Compensation and Employer's Liability: Workers'  
36 Compensation limits of the statutory level required by the Labor Code of the  
37 State of California and Employer's Liability limits of \$1,000,000 per accident.

38 **10.2.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

39 Any deductibles or self-insured retentions must be declared to and approved by  
40 the City. At the option of the City, either (1) the insurer shall reduce or eliminate



1 such deductibles or self-insured retentions as respects the City, its officials, and  
2 employees; or (2) the Contractor shall procure a bond guaranteeing payment of  
3 losses and related investigations, claim administration, and defense expenses.

4 **10.2.4 OTHER INSURANCE PROVISIONS**

5 The policies are to contain, or be endorsed to contain, the following provisions:

6 **A. General Liability and Automobile Liability Coverage**

7 1) The City, its officials, employees, and volunteers are to be  
8 covered as additional insureds as respects (1) liability arising out of  
9 activities performed by or on behalf of the Contractor; (2) products and  
10 completed operations of the Contractor; (3) Premises owned, leased or  
11 used by the Contractor; or (4) automobiles owned, leased, hired or  
12 borrowed by the Contractor. The coverage shall contain no special  
13 limitations on the scope of protection afforded to the City, its officials,  
14 employees, or volunteers.

15 2) The Contractor's insurance coverage shall be primary insurance as  
16 respects the City, its officials, employees, and volunteers. Any insurance  
17 or self-insurance maintained by the City, its officials, employees, or  
18 volunteers shall be excess of the Contractor's insurance and shall not  
19 contribute with it.

20 3) Any failure to comply with reporting provisions of the policies  
21 shall not affect coverage provided to the City, its officials, employees, or  
22 volunteers.

23 4) Coverage shall state that the Contractor's insurance shall apply  
24 separately to each insured against whom claim is made or suit is brought,  
25 except with respect to the limits of the insurer's liability.

26 **B. All Coverages.** Each insurance policy required by this clause shall be  
27 endorsed to state that coverage shall not be suspended, voided, canceled  
28 by either party, reduced in coverage or in limits, except after thirty (30)  
29 days' prior written notice by certified mail, return receipt requested, has  
30 been given to the City.

31 **10.2.5 ACCEPTABILITY OF INSURERS**

32 With the exception of Workers' Compensation Insurance covered by State Fund,  
33 the insurance policies required by this section shall be issued by an insurance  
34 company or companies authorized to do business in the State of California and  
35 with a rating in the most recent edition of Best's Insurance Reports of size  
36 category VII or larger and a rating classification of "A" or better.

37 **10.2.6 VERIFICATION OF COVERAGE**

38 Contractor shall furnish Contractor's insurance agent a copy of these  
39 specifications and City approved endorsement, and direct the agent to provide the  
40 City with certificates of insurance and with original endorsements affecting  
41 coverage required by this clause. The endorsements shall be submitted to City on  
42 forms provided by the City or on other forms that conform to the City's  
43 requirements and are approved the City. Issuance of documentation indicates the

1 Contractor's insurance complies with these provisions. The certificates and  
2 endorsements for each insurance policy are to be signed by a Person authorized  
3 by that insurer to bind coverage on its behalf. The City reserves the right to  
4 require complete, certified copies of all required insurance policies and  
5 endorsements at any time.

6 **10.2.7 REQUIRED ENDORSEMENTS**

7 A. The Workers' Compensation policy shall contain an endorsement in  
8 substantially the following form:  
9

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

13 City Manager  
14 City of Sebastopol  
15 7120 Bodega Ave  
16 Sebastopol, CA 95472  
17

18 B. The Commercial General Liability Business and Automobile Liability  
19 policies shall contain endorsements in substantially the following form:

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

23 City Manager  
24 City of Sebastopol  
25 7120 Bodega Ave  
26 Sebastopol, CA 95472  
27

28 2) "This policy shall be considered primary insurance as respects any  
29 other valid and collectible insurance maintained by the City of  
30 Sebastopol, including any self-insured retention or program of self-  
31 insurance, and any other such insurance shall be considered excess  
32 insurance only."

33 3) "Inclusion of the City of Sebastopol as an insured shall not affect  
34 the City's rights as respects any claim, demand, suit or judgment brought  
35 or recovered against the Contractor. This policy shall protect Contractor  
36 and the City in the same manner as though a separate policy had been  
37 issued to each, but this shall not operate to increase the Contractor's  
38 liability as set forth in the policy beyond the amount shown or to which  
39 the Contractor would have been liable if only one party had been named  
40 as an insured.

41

1 **ARTICLE 11.**  
2 **DEFAULT AND REMEDIES**  
3

4 **11.1 EVENTS OF DEFAULT**

5 Each of the following shall constitute an event of default ("Event of Default")  
6 hereunder:

7 A. Contractor fails to perform its obligations under this Agreement, or future  
8 amendment to this Agreement, and (1) if the failure or refusal of Contractor to  
9 perform services as described in Section 5.2, Refuse Service; Section 5.3,  
10 Recycling Services; Section 5.4, Compostable Materials Program; or Section 5.5,  
11 City Facilities and Event Collection, as required by this Agreement, is not cured  
12 within two (2) business days after receiving notice from the City specifying the  
13 breach; or (2) in the case of any other breach of the Agreement, the breach  
14 continues for more than thirty (30) calendar days after written notice from the  
15 City for the correction thereof, provided that where such breach cannot be cured  
16 within such thirty- (30) day period, Contractor shall not be in default of this  
17 Agreement if Contractor shall have commenced such action required to cure the  
18 particular breach within ten (10) calendar days after such notice, and it continues  
19 such performance diligently until completed.

20 B. Any representation or disclosure made to City by Contractor in  
21 connection with or as an inducement to entering into this Agreement or any  
22 future amendment to this Agreement, which proves to be false or misleading in  
23 any material respect as of the time such representation or disclosure is made,  
24 whether or not any such representation or disclosure appears as part of this  
25 Agreement.

26 C. There is a seizure or attachment (other than a pre-judgment attachment)  
27 of, or levy affecting possession on, the operating equipment of Contractor,  
28 including without limit its vehicles, maintenance, or office facilities, or any part  
29 thereof of such proportion as to substantially impair Contractor's ability to  
30 perform under this Agreement and which cannot be released, bonded, or  
31 otherwise lifted within forty-eight (48) hours excluding weekends and holidays.

32 D. Contractor files a voluntary petition for debt relief under any applicable  
33 bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in  
34 effect, or shall consent to the appointment of or taking of possession by a  
35 receiver, liquidator, assignee (other than as a part of a transfer of equipment no  
36 longer useful to Contractor or necessary for this Agreement), trustee (other than  
37 as security for an obligation under a deed of trust), custodian, sequestrator (or  
38 similar official) of the Contractor for any part of Contractor's operating assets or  
39 any substantial part of Contractor's property, or shall make any general  
40 assignment for the benefit of Contractor's creditors, or shall fail generally to pay  
41 Contractor's debts as they become due or shall take any action in furtherance of  
42 any of the foregoing.

43 E. A court having jurisdiction shall enter a decree or order for relief in  
44 respect of the Contractor, in any involuntary case brought under any bankruptcy,

1 insolvency, debtor relief, or similar law now or hereafter in effect, or Contractor  
2 shall consent to or shall fail to oppose any such proceeding, or any such court  
3 shall enter a decree or order appointing a receiver, liquidator, assignee, custodian,  
4 trustee, sequestrator (or similar official) of the Contractor or for any part of the  
5 Contractor's operating equipment or assets, or orders the winding up or  
6 liquidation of the affairs of Contractor.

7 F. Contractor fails to provide reasonable assurances of performance as  
8 required under Section 11.7.

9 G. Contractor delivers Refuse to a Disposal Site or Compostable Materials  
10 to a Composting Facility other than the specific facilities designated by City,  
11 unless Contractor receives written notice from City of a permanent change in  
12 designated facility, or City has expressly directed Contractor in writing to  
13 temporarily transport Refuse or Compostable Materials to an alternate site due to  
14 an inability of City designated facility to accept materials.

#### 15 **11.2 RIGHT TO TERMINATE UPON DEFAULT**

16 Upon the occurrence of a Default by Contractor, the City shall have the right to  
17 unilaterally terminate this Agreement upon further ten (10) days' prior notice to  
18 Contractor without the need for any hearing, suit or legal action.

#### 19 **11.3 POSSESSION OF PROPERTY UPON TERMINATION**

20 In the event of termination following a Default, the City shall have the right to  
21 the use of the Contractors land, to take possession of any and all of Contractor's  
22 equipment, and other materials used or useful in the Collection and Transportation of  
23 Refuse, Recyclable Materials, or Compostable Materials and the billing and collection of  
24 fees for these services and to use such property. The City shall have the right to retain  
25 the possession and/or use of such property until other suitable arrangements can be made  
26 for the provision of Refuse, Recyclable Materials, or Compostable Materials Collection  
27 services, which may include the award of an Agreement to another company. Advance  
28 billing revenues collected by Contractor for period of default shall be transferred to City  
29 for use in operating collection services until normal operations resume.  
30

#### 31 **11.4 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

32 The City's right to terminate the Agreement under Section 11.2 and to take  
33 possession of the Contractor's properties under Section 11.3 are not exclusive, and the City's  
34 termination of the Agreement shall not constitute an election of remedies. Instead, they shall  
35 be in addition to any and all other legal and equitable rights and remedies, which the City  
36 may have, including the City's right to recovery on the faithful performance bond (described  
37 in Section 9.5 of this Agreement) in the Event of Default.

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

1    **11.5 LIQUIDATED DAMAGES**

2       **11.5.1 GENERAL**

3           The City finds, and Contractor agrees, that as of the time of the execution  
4 of this Agreement, it is impractical, if not impossible, to reasonably ascertain the  
5 extent of damages which shall be incurred by City as a result of a breach by  
6 Contractor of its obligations under this Agreement. The factors relating to the  
7 impracticability of ascertaining damages include, but are not limited to, the fact  
8 that (i) substantial damage results to members of the public who are denied  
9 services or denied quality or reliable service; (ii) such breaches cause  
10 inconvenience, anxiety, frustration, and deprivation of the benefits of the  
11 Agreement to individual members of the general public for whose benefit this  
12 Agreement exists, in subjective ways and in varying degrees of intensity which  
13 are incapable of measurement in precise monetary terms; that (iii) exclusive  
14 services might be available at substantially lower costs than alternative services  
15 and the monetary loss resulting from denial of services or denial of quality or  
16 reliable services is impossible to calculate in precise monetary terms; and (iv) the  
17 termination of this Agreement for such breaches, and other remedies are, at best,  
18 a means of future correction and not remedies which make the public whole for  
19 past breaches.

20           City may reasonably determine the occurrence of events giving rise to  
21 liquidated damages through (1) the observation of its own employees or  
22 representative, or (2) investigation of customer Complaints.

23           Liquidated damages will only be assessed after Contractor has been given  
24 the opportunity but failed to rectify the damages as described in this Agreement.  
25 Prior to assessing liquidated damages, City shall give Contractor notice of its  
26 intention to do so. The notice will include a brief description of the  
27 incident(s)/non-performance. City may review (and receive copies at  
28 Contractor's expense) all information in the possession of Contractor relating to  
29 incident(s)/non-performance. Contractor may, within ten (10) days after  
30 receiving the notice, request a meeting with City. Contractor may present  
31 evidence in writing and through testimony of its employees and others relevant to  
32 the incident(s)/non-performance. City will provide Contractor with a written  
33 explanation of its determination on each incident(s)/non-performance prior to  
34 authorizing the assessment of liquidated damages. The decision of whether to  
35 assess liquidated damages shall be made by the City Council and shall be final.

36           The Decision to assess liquidated damages and the amount of such  
37 assessment shall be made by the City Council and shall be final. Said assessment  
38 of liquidated damages shall be reasonably related proportional to the scale of the  
39 incident/non-performance

40    **11.6 EXCUSE FROM PERFORMANCE**

41           The parties shall be excused from performing their respective obligations  
42 hereunder in the event they are prevented from so performing by reason of floods,  
43 earthquakes, other "acts of God," war, civil insurrection, riots, acts of any government  
44 (including judicial action), and other similar catastrophic events which are beyond the

1 control of and not the fault of the party claiming excuse from performance hereunder.  
2 Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out,  
3 picketing, or other concerted job action conducted by Contractor's employees or directed  
4 at Contractor is not an excuse from performance and Contractor shall be obligated to  
5 continue to provide service notwithstanding the occurrence of any or all of such events.  
6 In the case of labor unrest or job action directed at a third party over whom Contractor  
7 has no control, the inability of Contractor to make Collections due to the unwillingness  
8 or failure of the third party to provide reasonable assurance of the safety of Contractor's  
9 employees while making Collections or to make reasonable accommodations with  
10 respect to container placement and point of delivery, time of Collection, or other  
11 operating circumstances to minimize any confrontation with pickets or the number of  
12 Persons necessary to make Collections shall, to that limited extent, excuse performance  
13 and provided further that the foregoing excuse shall be conditioned on Contractor's  
14 cooperation in making Collection at different times and in different locations.

15 The party claiming excuse from performance shall, within two (2) days after such  
16 party has notice of such cause, give the other party notice of the facts constituting such  
17 cause and asserting its claim to excuse under this section.

18 In the event that either party validly exercises its rights under this section, the  
19 parties hereby waive any claim against each other for any damages sustained thereby.

20 The partial or complete interruption or discontinuance of Contractor's services  
21 caused by one or more of the events described in this article shall not constitute a default  
22 by Contractor under this Agreement. Notwithstanding the foregoing, however, (1) the  
23 existence of an excuse from performance will not affect the City's rights under Section  
24 10.1; and (2) if Contractor is excused from performing its obligations hereunder for any  
25 of the causes listed in this section for a period of thirty (30) days or more, other than as  
26 the result of third party labor disputes where service cannot be provided for reasons  
27 described earlier in this section, the City shall nevertheless have the right, in its sole  
28 discretion, to terminate this Agreement by giving ten (10) days' prior notice to  
29 Contractor, in which case the provisions of Section 11.3 will apply.

### 30 **11.7 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

31 If Contractor (1) is the subject of any labor unrest including work stoppage or  
32 slowdown, sick-out, picketing, or other concerted job action; (2) appears in the  
33 reasonable judgment of City to be unable to regularly pay its bills as they become due; or  
34 (3) is the subject of a civil or criminal judgment or order for violation of an  
35 environmental law, and the City Manager determines in good faith that Contractor's  
36 ability to perform under the Agreement has thereby been placed in substantial jeopardy,  
37 the City may, at its option and in addition to all other remedies it may have, demand  
38 from Contractor reasonable assurances of timely and proper performance of this  
39 Agreement, in such form and substance as the City Manager determines in good faith is  
40 reasonably necessary in the circumstances to evidence continued ability to perform under  
41 the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely  
42 and proper performance in the form and by the date required by City, such failure or  
43 refusal shall be an Event of Default for purposes of Section 11.1.

1 **ARTICLE 12.**  
2 **OTHER AGREEMENTS OF THE**  
3 **PARTIES**  
4

---

5 **12.1 RELATIONSHIP OF PARTIES**

6 The parties intend that Contractor shall perform the services required by this  
7 Agreement as an independent Contractor engaged by City and not as an officer or  
8 employee of the City nor as a partner of or joint venture with the City. No employee or  
9 agent or Contractor shall be or shall be deemed to be an employee or agent of the City.  
10 Except as expressly provided herein, Contractor shall have the exclusive control over the  
11 manner and means of conducting the Refuse Collection and Disposal services performed  
12 under this Agreement, and all Persons performing such services. Contractor shall be  
13 solely responsible for the acts and omissions of its officers, employees, subcontractors,  
14 and agents. Neither Contractor, nor its officers, employees, subcontractors, and agents  
15 shall obtain any rights to retirement benefits, Workers' Compensation benefits, or any  
16 other benefits, which accrue to City employees by virtue of their employment with the  
17 City.

18 **12.2 COMPLIANCE WITH LAW**

19 In providing the services required under this Agreement, Contractor shall at all  
20 times, at its sole cost, comply with all applicable laws, permits, and licenses of the  
21 United States, the State of California, and the City, and with all applicable regulations  
22 promulgated by federal, state, regional, or local administrative and regulatory agencies,  
23 now in force and as they may be enacted, issued, or amended during the Term.

24 **12.3 GOVERNING LAW**

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

27 **12.4 JURISDICTION**

28 Any lawsuits between the parties arising out of this Agreement shall be brought  
29 and concluded in the courts of Sonoma County in the State of California, which shall  
30 have exclusive jurisdiction over such lawsuits.

31 With respect to venue, the parties agree that this Agreement is made in and will  
32 be performed in Sonoma County.

33 **12.5 GUARANTY OF CONTRACTOR'S PERFORMANCE**

34 A Performance Bond in a form acceptable to the City shall guarantee Contractor's  
35 performance of this Agreement. The Guaranty is being provided concurrently with  
36 Contractor's execution of this Agreement.

37 **12.6 ASSIGNMENT**

38 Neither party shall assign its rights nor delegate or otherwise transfer its  
39 obligations under this Agreement to any other Person without the prior written consent  
40 of the other party. Any such assignment made without the consent of the other party

1 shall be void and the attempted assignment shall constitute a material breach of this  
2 Agreement. Consent shall not be unreasonably withheld.

3  
4 For purposes of this section, "assignment" shall include but not be limited to (i) a  
5 sale, exchange, or other transfer of substantially all of Contractor's assets dedicated to  
6 service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of 10  
7 percent (10%) or more of the outstanding common stock of Contractor or parent  
8 company or holding company to a Person other than a direct family member or trust that  
9 exclusively benefits family members; (iii) any reorganization, consolidation, merger,  
10 recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow  
11 arrangement, liquidation or other transaction to which Contractor, parent company, or  
12 holding company or any of its shareholders is a party which results in a change of  
13 ownership or control of 10 percent (10%) or more of the value or voting rights in the  
14 stock of Contractor or a parent company, or holding company; and (iv) any combination  
15 of the foregoing (whether or not in related or contemporaneous transactions) which has  
16 the effect of any such transfer or change of ownership. For purposes of this section, the  
17 term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in  
18 interest pursuant to the assignment.

19  
20 All costs incurred by the City related to Assignment, shall be reimbursed by the  
21 Contractor or Assignee prior to final approval of Assignment by the City.

## 22 **12.7 SUBCONTRACTING**

23 Contractor shall not engage any subcontractors for Collection, Processing, or  
24 Disposal of Refuse, Recyclable Materials, and Compostable Materials without the prior  
25 written consent of the City.

## 26 **12.8 BINDING ON SUCCESSORS**

27 The provisions of this Agreement shall inure to the benefit to and be binding on  
28 the successors and permitted assigns of the parties.

## 29 **12.9 TRANSITION TO NEXT CONTRACTOR**

30 At the point of transition, Contractor will take direction from the City and  
31 subsequent Contractor(s) to assist in an orderly transition, which will include Contractor  
32 providing route lists and billing information. Contractor will not be obliged to sell  
33 Collection vehicles to the next Contractor. Depending on Contractor's circumstances at  
34 the point of transition, the Contractor at its option may enter into negotiations with the  
35 next Contractor to sell (in part or all) Collection vehicles.

36 In connection therewith, Contractor acknowledges that the provisions of Public  
37 Resources Code Sections 49520-49523 have no application to this Agreement and  
38 agrees, to the extent such sections may have application, to waive whatever rights they  
39 may afford.

## 40 **12.10 PARTIES IN INTEREST**

41 Nothing in this Agreement, whether express or implied, is intended to confer any  
42 rights on any Persons other than the parties to it and their representatives, successors,  
43 and permitted assigns.



1    **12.11 WAIVER**

2           The waiver by either party of any breach or violation of any provisions of this  
3 Agreement shall not be deemed to be a waiver of any breach or violation of any other  
4 provision nor of any subsequent breach or violation of the same or any other provision.  
5 The subsequent acceptance by either party of any monies which become due hereunder  
6 shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation  
7 by the other party of any provision of this Agreement.

8    **12.12 NOTICE**

9           All notices, demands, requests, proposals, approvals, consents, and other  
10 communications which this Agreement requires, authorizes, or contemplates all, except  
11 as provided in Section 10.1, be in writing and shall either be personally delivered to a  
12 representative of the parties at the address below or be deposited in the United States  
13 mail, first class postage prepaid, addressed as follows:

14                           If to City:

15   City of Sebastopol  
16   Attention: City Manager  
17   7120 Bodega Ave  
18   Sebastopol, CA 95472

19  
20           If to Contractor:   James Salyers, Vice President  
21   Redwood Empire Disposal  
22   P.O. Box 1916  
23   Santa Rosa, CA 95402

24  
25           The address to which communications may be delivered may be changed from  
26 time to time by a notice given in accordance with this section.

27           Notice shall be deemed given on the day it is personally delivered or, if mailed,  
28 three days from the date it is deposited in the mail.

29    **12.13 REPRESENTATIVES OF THE PARTIES**

30           References in this Agreement to the "City" shall mean the City Council and all  
31 actions to be taken by the City shall be taken by the City Council except as provided  
32 below. The City Council may delegate authority to the City Manager, or their designee.  
33 The Contractor may rely upon actions taken by such delegates if they are within the  
34 scope of the authority properly delegated to them.

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

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

ATTEST:

CITY OF SEBASTOPOL ("City")

By Mary C. Gandy  
City Clerk

By Sarah Glade Gorney  
Mayor

APPROVED AS TO FORM:

[Signature]  
City Attorney  
California

REDWOOD EMPIRE DISPOSAL, INC., a corporation ("Contractor")

By: James R. Salyers

Name: JAMES R. SALYERS  
Title: Vice President 12/19/08

By: James R. Salyers

Name: JAMES R. SALYERS  
Title: Secretary

**EXHIBIT A  
CITY SERVICE LOCATIONS**

Contractor shall provide containers and collection of Refuse, Recyclable Materials and Compostable Materials to all City facilities identified herein. Contractor shall also provide collection of Refuse contained in City-owned cans located throughout the City. Servicing of all City facilities and cans shall be provided at no additional charge to the City.

Corporation Yard	714 Johnson Street
City Hall	7120 Bodega Hwy
Fire Station	7425 Bodega Hwy
Police Station	370 Johnson Street
Senior Center	167 High Street

Ives Park/Pool	7400 Willow
Libby Park	7985 Valentine Ave
Sebastopol Community Center	390 Morris Street
Laguna Park	390 Morris Street

High School District Office	462 Johnson Street
Luther Burbank Farm	7781 Bodega Ave
Sebastopol Regional Library	7140 Bodega Ave

City Cans in downtown area and bus stops

**EXHIBIT B  
BATTERY BUCKET LOCATIONS**

<b>Location of Participant</b>	<b>Address</b>	<b>Phone</b>	<b>Location</b>
Fire Station	Bodega Ave		In lobby
City Hall	7120 Bodega Avenue	(707) 823-7863	In lobby
Sebastopol Regional Library	7140 Bodega Ave.	(707) 823-7691	In lobby

City may add up to two additional locations. Contractor shall collect batteries from all locations unless directed by City to collect at one or more centralized locations.

**EXHIBIT C**  
**CITY-SPONSORED EVENTS**

Contractor shall provide solid waste and recycling containers and services to the following events:

- Apple Blossom Festival
- Art/Music Series in the Plaza during the Summer
- Roma Festival
- Sustainability /Solar Fairs sponsored by the City

The City may designate up to six additional City-Sponsored Events per year to receive solid waste and recycling services.

**EXHIBIT D**  
**RECYCLABLE MATERIALS**

The Single Recyclable Materials Stream shall include:

**Paper:**

- Newspaper
- Corrugated cardboard
- Mixed paper
- Junk mail
- Phone books
- Magazines
- Office Paper
- Computer paper
- Envelopes
- Post-it Notes
- Catalogs
- Manuals
- Colored Paper
- Stationary
- Shredded Paper
- NCR Paper

**Glass**

- Glass - household food and beverage bottles and jars

**Metal**

- Aluminum cans
- Metal cans – household food and beverage containers
- Empty aerosol cans
- Lids from Jars

**Plastic Containers**

- Milk containers
- Soda and water bottles
- Plastic containers – household food and beverage containers
- Yogurt and margarine tubs
- Deli containers

**Rigid Plastics Containers**

- Recycle Crates
- Laundry baskets
- Five Gallon Buckets
- Plastic lawn furniture

**Cartons/Boxes/Bags**

- Paper Egg Cartons /Brown paper cartons
- Milk cartons
- Cereal boxes
- Shoe Boxes
- Plastic bags or film (LDPE/HDPE)
- Cracker boxes
- Tissue Boxes
- Frozen Food boxes
- Juice Cartons

**EXHIBIT E**  
**CONTRACTOR HOLIDAY LIST**

Holidays Contractor's Office May Be Closed:

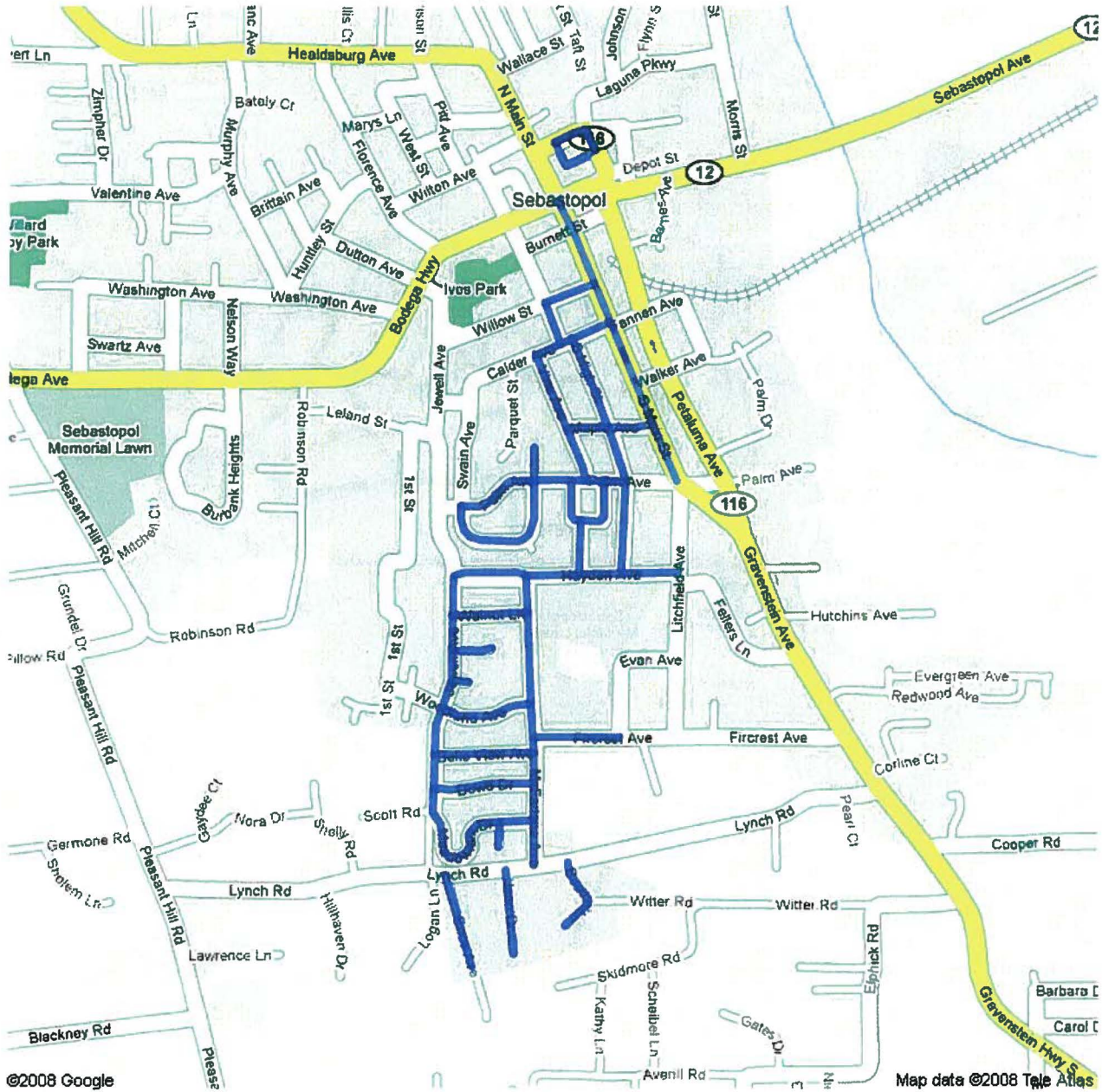
- New Year's Day
- Presidents Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Collection Service Holidays May Be Observed:

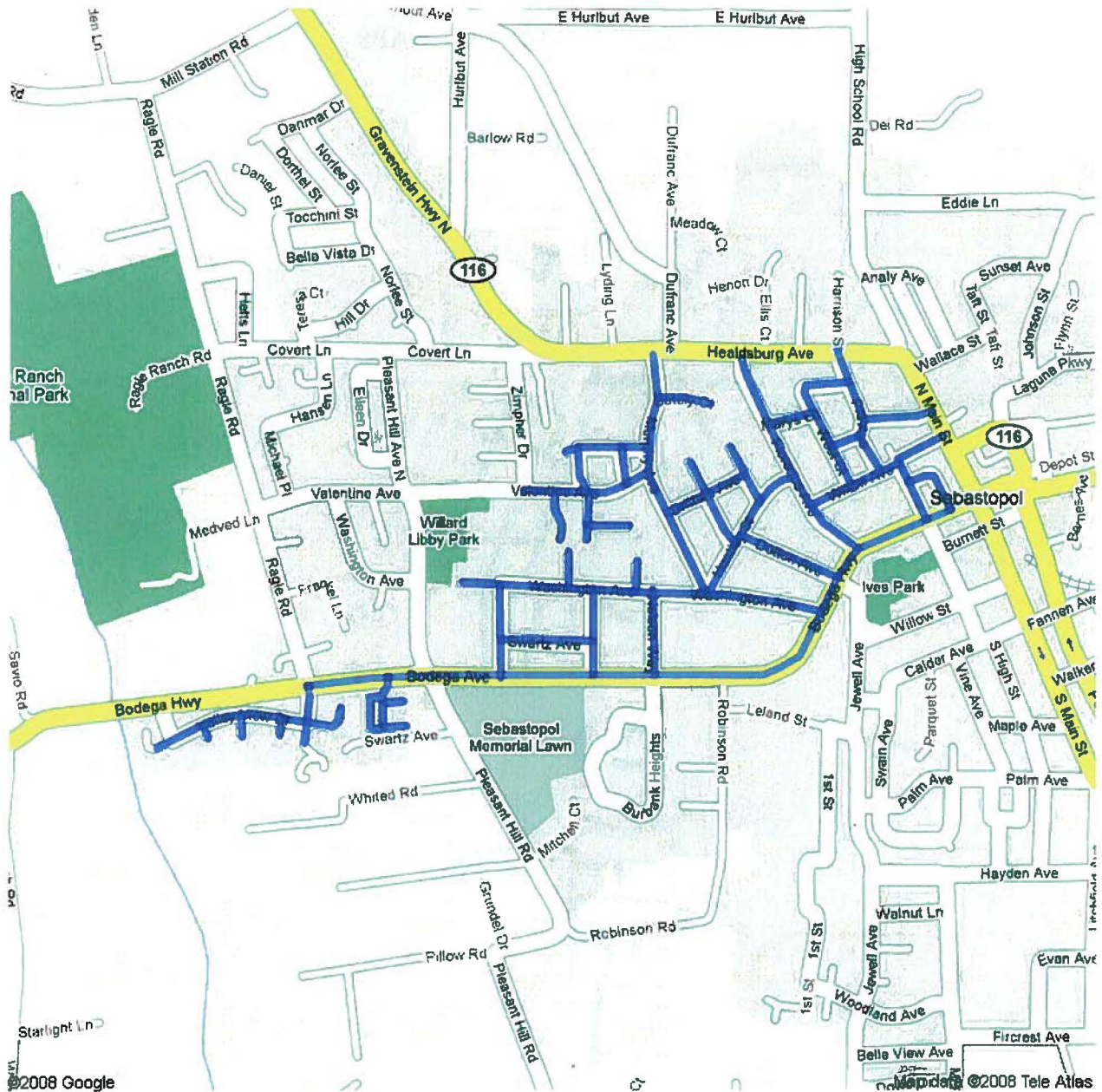
(Some commercial accounts may require Collection on the observed holidays)

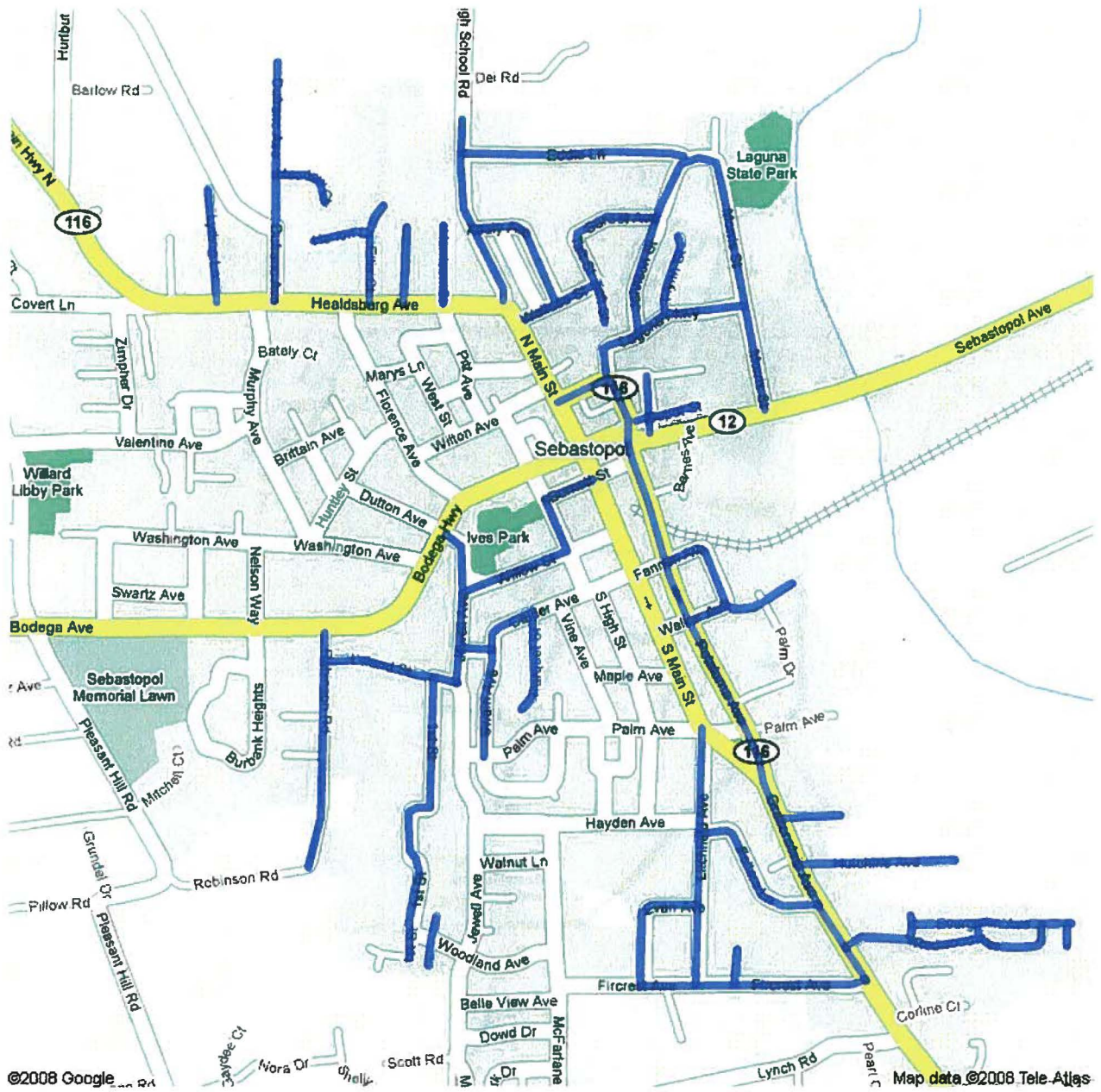
- New Year's Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- ChristmasDay

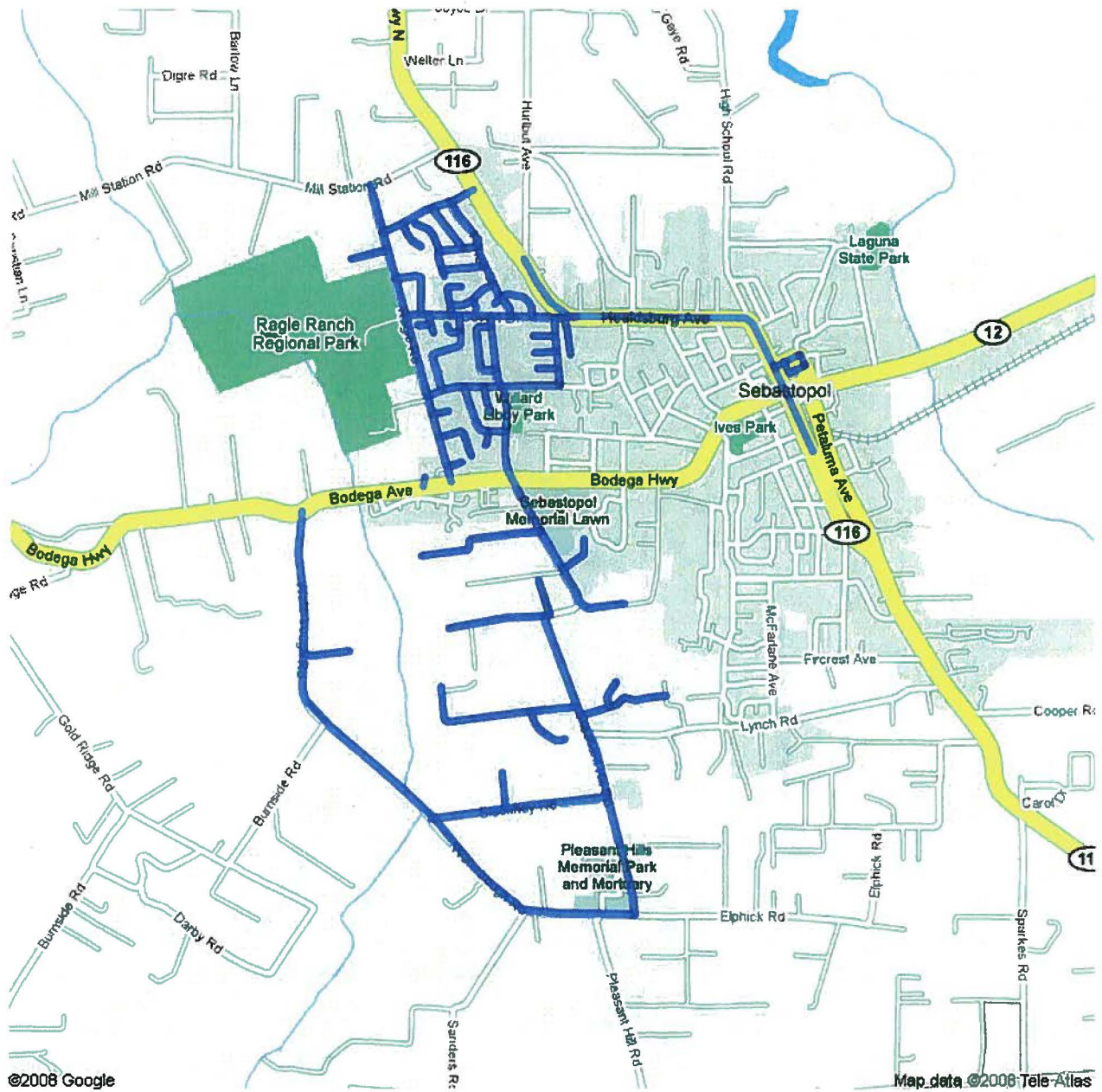
**EXHIBIT F  
STREET SWEEPING MAPS**











**EXHIBIT G**  
**REFUSE RATE FINANCIAL STATEMENT FORM**

Operating Costs

Labor: List all administrative, officer, operation and maintenance salary accounts.

List payroll tax accounts directly related to the above salary accounts.

Fuel List all fuel costs.

Vehicle Replacement: List all Collection and Collection related vehicle depreciation accounts.

List all vehicle lease or rental accounts related to Collection or Collection related vehicles.

Vehicle Maintenance: List all Collection or Collection related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this Agreement. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; postage; trade association dues and subscription; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

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

1. The expenses of providing Collection Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Exhibit.
2. The expenses of providing Collection Services in the Service Area shall be broken down into one of the following five cost categories: Labor; Fuel; Vehicle Replacement; Maintenance and All Other. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following indices are used to calculate the adjustment for each cost category. The change in each index is calculated on a twelve-month fiscal period in accordance with the terms of the Agreement.

<u>Cost Category</u>	<u>Index</u>
----------------------	--------------

Labor: Series ID: cis201s000000000i Service-Producing Industries

Fuel: Series ID: wpu057303; Commodity Code 0573-03 #2 Diesel Fuel

Vehicle Replacement: Series ID: pcu3362113362111 Truck, bus, car and other vehicles bodies, for sale separately

Vehicle Maintenance: Series ID: pcu3339243339243 Parts and attachments for Industrial work trucks

All Other: Series ID: cuur0000sa0 seventy-five percent (75%) of Consumer Price Index, All Urban Consumers, All Items

The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index.

CITY OF SEBASTOPOL  
 PROPOSED RATES  
 EFFECTIVE JANUARY 1, 2009

EXHIBIT H

DESCRIPTION	NEW MONTHLY RATE	Residential Disposal Generation Factor	Solid Waste Disposal Component \$82.00	Collection Component	Franchise Fee Component 10.00%
<b>RESIDENTIAL</b>					
20 GAL CAN 1XWK	\$7.00	0.0175	\$1.44	\$4.86	\$0.70
32 GAL CAN 1XWK	\$12.25	0.0290	\$2.38	\$8.65	\$1.22
64 GAL CAN 1XWK	\$22.50	0.0420	\$3.44	\$16.81	\$2.25
96 GAL CAN 1XWK	\$37.50	0.0740	\$6.07	\$27.68	\$3.75
2 32 GAL CAN 1XWK	\$24.50	0.0580	\$4.76	\$17.30	\$2.44
3 32 GAL CAN 1XWK	\$36.75	0.0870	\$7.13	\$25.95	\$3.67
4 32 GAL CAN 1XWK	\$49.00	0.1160	\$9.51	\$34.60	\$4.89
5 32 GAL CAN 1XWK	\$61.25	0.1450	\$11.89	\$43.25	\$6.11
64 GAL CAN 1XWK	\$22.50	0.0420	\$3.44	\$16.81	\$2.25
2 64 GAL CAN 1XWK	\$45.00	0.0840	\$6.89	\$33.62	\$4.49
3 64 GAL CAN 1XWK	\$67.50	0.1260	\$10.33	\$50.43	\$6.74
2 96 GAL CAN 1XWK	\$75.00	0.1480	\$12.14	\$55.36	\$7.50
<b>TOTAL RESIDENTIAL</b>					
<b>COMMERCIAL</b>					
1.5 YD 1XWK	\$171.19	*	\$53.30	\$100.77	\$17.12
1.5 YD 2XWK	\$298.73	*	\$106.60	\$162.26	\$29.87
2 YD 1XWK	\$202.59	*	\$71.34	\$110.99	\$20.26
2 YD 2XWK	\$353.14	*	\$142.68	\$175.15	\$35.31
3 YD 1XWK	\$281.07	*	\$106.60	\$146.37	\$28.10
3 YD 2XWK	\$491.54	*	\$213.20	\$229.19	\$49.15
3 YD 5XWK	\$1,121.61	*	\$533.00	\$476.46	\$112.15
4 YD 1XWK	\$315.03	*	\$141.86	\$141.67	\$31.50
4 YD 2XWK	\$605.11	*	\$283.72	\$260.88	\$60.51
4 YD 3XWK	\$865.49	*	\$425.58	\$353.37	\$86.54
4 YD 4XWK	\$1,125.82	*	\$567.44	\$445.81	\$112.57
4 YD 5XWK	\$1,386.18	*	\$709.30	\$538.27	\$138.61
6 YD 1XWK	\$395.07	*	\$213.20	\$142.37	\$39.50
6 YD 2XWK	\$734.54	*	\$426.40	\$234.69	\$73.45
6 YD 3XWK	\$1,078.04	*	\$639.60	\$330.65	\$107.79
32 GAL CAN 1XWK	\$24.30	0.0600	\$4.92	\$16.95	\$2.43
64 GAL CAN 1XWK	\$31.71	0.1300	\$10.66	\$17.88	\$3.17
96 GAL CAN 1XWK	\$38.98	0.1900	\$15.58	\$19.50	\$3.90
2 2 YD 1XWK	\$405.18	*	\$142.68	\$221.98	\$40.52
2 3 YD 1XWK	\$562.14	*	\$213.20	\$292.74	\$56.20
2 3 YD 2XWK	\$983.08	*	\$426.40	\$458.38	\$98.30
2 4 YD 1XWK	\$630.06	*	\$283.72	\$283.34	\$63.00
2 4 YD 2XWK	\$1,210.22	*	\$567.44	\$521.76	\$121.02
2 4 YD 3XWK	\$1,730.98	*	\$851.16	\$706.74	\$173.08
2 1.5 YD 1XWK	\$342.38	*	\$106.60	\$201.54	\$34.24
3 2 YD 1XWK	\$607.77	*	\$214.02	\$332.97	\$60.78
3 3 YD 1XWK	\$843.21	*	\$319.80	\$439.11	\$84.30
3 4 YD 2XWK	\$1,890.18	*	\$851.16	\$850.02	\$189.00
2 32 GAL 1XWK	\$48.60	*	\$9.84	\$33.90	\$4.86
2 64 GAL 1XWK	\$63.42	*	\$21.32	\$35.76	\$6.34
2 96 GAL 1XWK	\$77.96	*	\$31.16	\$39.00	\$7.80
3 32 GAL CAN 1XWK	\$72.90	*	\$14.76	\$50.85	\$7.29

CITY OF SEBASTOPOL  
 PROPOSED RATES  
 EFFECTIVE JANUARY 1, 2009

EXHIBIT H

DESCRIPTION	NEW MONTHLY RATE	Residential Disposal Generation Factor	Solid Waste Disposal Component	Collection Component	Franchise Fee Component
			\$82.00		10.00%
3 96 GAL CAN 1XWK	\$116.94	*	\$46.74	\$58.50	\$11.70
4 32 GAL CAN 1XWK	\$97.20	*	\$19.68	\$67.80	\$9.72
4 64 GAL CAN 1XWK	\$126.84	*	\$42.64	\$71.52	\$12.68
4 96 GAL CAN 1XWK	\$155.92	*	\$62.32	\$78.00	\$15.60
4 96 GAL CAN 2XWK	\$311.84	*	\$124.64	\$156.00	\$31.20
5 96 GAL CAN 1XWK	\$194.90	*	\$77.90	\$97.50	\$19.50
7 32 GAL CAN 1XWK	\$170.10	*	\$34.44	\$118.65	\$17.01
8 32 GAL CAN 1XWK	\$194.40	*	\$39.36	\$135.60	\$19.44
9 96 GAL CAN 1XWK	\$350.82	*	\$140.22	\$175.50	\$35.10
3 YD COMPACTOR 2XWK	\$917.94	*	\$639.60	\$186.55	\$91.79

OTHER RATES

Cleanup Bin (3 days)	\$175.00	*	\$24.60	\$132.90	\$17.50
Extra Yard Waste Cart (per month)	\$11.80				
Replacement Cart (after 1x per year)	\$75.00				
Return Trip Charge	\$15.00				
Cotaminated YW/RRY Cart	\$20.00				
Contaminated RRY Bin (per yard plus \$20.00)	\$54.19				
Push Rate (per trip per 25 feet - bin)	\$44.96				
Walk-in Charge (per trip per 25 feet - cart)	\$7.11				

\*Commercial Conversion Factor 200.00 lbs/yd

**EXHIBIT H**  
**RATE SCHEDULE**



RESOLUTION NO. 5724

RESOLUTION ESTABLISHING GARBAGE COLLECTION  
RATES PURSUANT TO ORDINANCE NO. 519 OF THE CITY  
OF SEBASTOPOL AND REPEALING RESOLUTION NO. 5574

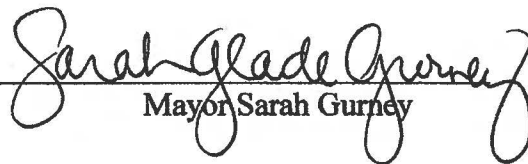
WHEREAS, the City Council of the City of Sebastopol did on January 16, 1967 adopt Ordinance No. 519, providing, among other things, for the establishment of rates for the collection of garbage by resolution.,

NOW, THEREFORE, BE IT RESOLVED that effective on January 1, 2009 the "Proposed Rate/Month" column on the rate schedule attached as "exhibit "A" shall be the approved rates for collection in accordance with the above referred to Ordinance;

BE IT ALSO RESOLVED that resolution No. 5574 is hereby repealed.

IN COUNCIL DULY PASSED this 16th day of December, 2008.

Approved:

  
Mayor Sarah Gurney

AYES: Councilmembers Robinson, Wilson, Shaffer, Kelley and Mayor Gurney

NOES: None

ABSTAIN: None

ABSENT: None

Attest:

  
City Clerk Mary Gornley

CITY OF SEBASTOPOL  
 RATES  
 EFFECTIVE JANUARY 1, 2009

DESCRIPTION	CURRENT MONTHLY RATE	NEW MONTHLY RATE
<b>RESIDENTIAL</b>		
20 GAL CAN 1XWK	\$9.85	\$7.00
32 GAL CAN 1XWK	\$14.00	\$12.25
64 GAL CAN 1XWK	\$30.41	\$22.50
96 GAL CAN 1XWK	\$46.91	\$37.50
2 32 GAL CAN 1XWK	\$28.00	\$24.50
3 32 GAL CAN 1XWK	\$42.00	\$36.75
4 32 GAL CAN 1XWK	\$56.00	\$49.00
5 32 GAL CAN 1XWK	\$70.00	\$61.25
64 GAL CAN 1XWK	\$30.41	\$22.50
2 64 GAL CAN 1XWK	\$60.82	\$45.00
3 64 GAL CAN 1XWK	\$91.23	\$67.50
2 96 GAL CAN 1XWK	\$93.82	\$75.00
<b>COMMERCIAL</b>		
1.5 YD 1XWK	\$147.75	\$171.19
1.5 YD 2XWK	\$288.06	\$298.73
2 YD 1XWK	\$179.32	\$202.59
2 YD 2XWK	\$350.96	\$353.14
3 YD 1XWK	\$242.92	\$281.07
3 YD 2XWK	\$475.27	\$491.54
3 YD 5XWK	\$1,172.20	\$1,121.61
4 YD 1XWK	\$306.15	\$315.03
4 YD 2XWK	\$596.67	\$605.11
4 YD 3XWK	\$887.08	\$865.49
4 YD 4XWK	\$1,177.39	\$1,125.82
4 YD 5XWK	\$1,468.08	\$1,386.18
6 YD 1XWK	\$485.88	\$395.07
6 YD 2XWK	\$947.84	\$734.54
6 YD 3XWK	\$1,409.78	\$1,078.04
32 GAL CAN 1XWK	\$15.42	\$24.30
64 GAL CAN 1XWK	\$33.92	\$31.71
96 GAL CAN 1XWK	\$49.34	\$38.98
2 2 YD 1XWK	\$358.64	\$405.18
2 3 YD 1XWK	\$485.84	\$562.14
2 3 YD 2XWK	\$950.54	\$983.08
2 4 YD 1XWK	\$612.30	\$630.06

CITY OF SEBASTOPOL  
 RATES  
 EFFECTIVE JANUARY 1, 2009

DESCRIPTION	CURRENT MONTHLY RATE	NEW MONTHLY RATE
2 4 YD 2XWK	\$1,193.34	\$1,210.22
2 4 YD 3XWK	\$1,774.16	\$1,730.98
2 1.5 YD 1XWK	\$295.50	\$342.38
3 2 YD 1XWK	\$537.96	\$607.77
3 3 YD 1XWK	\$728.76	\$843.21
3 4 YD 2XWK	\$1,790.01	\$1,890.18
2 32 GAL 1XWK	\$30.84	\$48.60
2 64 GAL 1XWK	\$67.84	\$63.42
2 96 GAL 1XWK	\$98.68	\$77.96
3 32 GAL CAN 1XWK	\$46.26	\$72.90
3 96 GAL CAN 1XWK	\$148.02	\$116.94
4 32 GAL CAN 1XWK	\$61.68	\$97.20
4 64 GAL CAN 1XWK	\$135.68	\$126.84
4 96 GAL CAN 1XWK	\$197.36	\$155.92
4 96 GAL CAN 2XWK	\$394.72	\$311.84
5 96 GAL CAN 1XWK	\$246.70	\$194.90
7 32 GAL CAN 1XWK	\$107.94	\$170.10
8 32 GAL CAN 1XWK	\$123.36	\$194.40
9 96 GAL CAN 1XWK	\$444.06	\$350.82
3 YD COMPACTOR 2XWK	\$475.27	\$917.94

**OTHER RATES**

Cleanup Bin (3 days)	\$175.00
Extra Yard Waste Cart (per month)	\$11.80
Replacement Cart (after 1x per year)	\$75.00
Return Trip Charge	\$15.00
Cotaminated YW/RRY Cart	\$20.00
Contaminated RRY Bin (per yard plus \$20.00)	\$54.19
Push Rate (per trip per 25 feet - bin)	\$44.96
Walk-in Charge (per trip per 25 feet - cart)	\$7.11
*Commercial Conversion Factor	200.00

**EXHIBIT I  
BULKY ITEM RATE SCHEDULE**

For each item after one, subtract \$20 from total cost

<u>ITEM</u>	Collection Component	Disposal Element		<b>TOTAL FEE</b>	
<b><u>Furniture</u></b>					
Twin	\$40	\$25	per set	\$65	per set
Double/ Full	\$40	\$25	per set	\$65	per set
Queen	\$40	\$25	per set	\$65	per set
King	\$40	\$25	per set	\$65	per set
Bed Frame	\$40	\$10		\$50	
Couch (under 6 ft.)	\$40	\$10		\$50	
Upholstered Chairs	\$40	\$10		\$50	
Wooden Chairs	\$40	\$10		\$50	
Dinette Tables	\$40	\$10		\$50	
<b><u>Household Items</u></b>					
Rug (9x12)	\$40	\$10		\$50	
Vacuum	\$40	\$10		\$50	
<b><u>Appliances</u></b>					
Water Heater 35 Gal	\$40	\$10		\$50	
Water Heater 40-50 Gal	\$40	\$10		\$50	
Water Heater 100 Gal	\$40	\$10		\$50	
Oven	\$40	\$15		\$55	
Oven (Stove top)	\$40	\$15		\$55	
Oven-Stove Unit	\$40	\$15		\$55	
Microwave	\$40	\$10		\$50	
Garbage Compactor	\$40	\$10		\$50	
Dishwasher	\$40	\$10		\$50	
Fridge	\$40	\$25		\$65	
Freezer	\$40	\$25		\$65	
Air Conditioner	\$40	\$25		\$65	
Washing Machine	\$40	\$15		\$55	
Dryer	\$40	\$15		\$55	
<b><u>Building Materials</u></b>					
Household Doors	\$40	\$10		\$50	
Sink	\$40	\$10		\$50	
Toilets	\$40	\$10		\$50	
Windows (less than 3' by 4' only)	\$40	\$10		\$50	
<b><u>Yard &amp; Garden</u></b>					
Gas Mower (must be drained of gas & oil)	\$40	\$10		\$50	
BBQ	\$40	\$10		\$50	
Ping Pong Table	\$40	\$10		\$50	
Exercise Bike	\$40	\$10		\$50	
Swing Sets	\$40	\$10		\$50	
Bike	\$40	\$10		\$50	
<b><u>Electronics</u></b>					
Computer Monitor	\$40	\$10		\$50	
Television	\$40	\$10		\$50	
Large screen Television	\$50	\$10		\$60	

ConsoleTelevision	\$50	\$10	\$60	
Stereo Equipment	\$40	\$10	\$50	
VCR/Home Entertainment	\$40	\$10	\$50	
Printer/Fax	\$40	\$10	\$50	
Copier (table top)	\$40	\$10	\$50	
			\$100	
Copier (stand alone)	\$40	\$75	min	
		price	price	
Oversize office equipment	\$50	varies	varies	
<b><u>Car Parts</u></b>				
Engine Block (completely drained of fluids)	\$40	\$10	\$50	
Car Seat	\$40	\$10	\$50	
Bumper/Grill etc	\$40	\$10	\$50	
Passenger vehicle tire	\$40	\$10	\$50	
			special	
Truck or tractor tire			applies	pricing
<b><u>Additional Items</u></b>				
Items under 60#	\$40	\$10	\$50	
		price	price	
Items over 60#	\$50	varies	varies	
		price	price	
Items requiring special handling or disposal	\$50	varies	varies	

**EXHIBIT J**  
**EQUIPMENT INVENTORY (as of January 1, 2009)**

<b>VEH #</b>	<b>YEAR</b>	<b>MAKE</b>	<b>TYPE</b>	<b>VIN</b>	<b>LIC #</b>
906R	1998	VOLVO	AUTOMATED	4VMDCMHE0WN747517	7J89320
900R	1999	VOLVO	AUTOMATED	4VMDCMHE0XN765369	5W1703 4
205R	1999	VOLVO	FRONTLOADER	4VMDCMHE0XN768188	7P68315
104R	1988	FORD	SWEEPER	1FDWR72P6JVA56608	2NQJ178
702R	1999	VOLVO	ROLL-OFF	4VHJCMGF3XN867678	7P68060

9001	2006	STERLING	SPLITBODY	49HHBVCY06RW11404	8D20761
9002	2006	STERLING	SPLITBODY	49HHBVCY66RW11407	8E51428