

ORDINANCE NO. 4348

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH  
AMENDING THE FRANCHISE TO COLLECT REFUSE GRANTED TO RAINBOW  
DISPOSAL AND RAINBOW TRANSFER AND RECYCLING COMPANIES

The City Council of the City of Huntington Beach does hereby ordain as follows:

SECTION 1. The franchise to collect refuse within the City of Huntington Beach is hereby amended as set forth in the First Amendment to the Revised and Restated Refuse Collection and Disposal Services Franchise Agreement By and Between The City of Huntington Beach and the Rainbow Disposal and Rainbow Transfer and Recycling Companies dated July 17, 2006, a copy of which is attached hereto as Exhibit "A" and incorporated by this reference as though fully set forth herein.

SECTION 2. The City Clerk shall certify to the passage of this ordinance and cause same to be published within fifteen days of its adoption in a newspaper of general circulation.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

REVIEWED AND APPROVED:

INITIATED AND APPROVED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Director of Public Works

FIRST AMENDMENT TO THE REVISED AND RESTATED REFUSE  
COLLECTION AND DISPOSAL SERVICES FRANCHISE AGREEMENT

BY AND BETWEEN THE

CITY OF HUNTINGTON BEACH

AND

THE RAINBOW DISPOSAL CO., INC. AND RAINBOW TRANSFER &  
RECYCLING, INC.

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**FIRST AMENDMENT TO THE REVISED AND RESTATED REFUSE  
COLLECTION AND DISPOSAL SERVICES FRANCHISE AGREEMENT  
BY AND BETWEEN THE  
CITY OF HUNTINGTON BEACH  
AND  
THE RAINBOW DISPOSAL CO., INC. AND RAINBOW TRANSFER &  
RECYCLING, INC.**

THIS FIRST AMENDMENT ("First Amendment") to the REVISED, AND RESTATED FRANCHISE AGREEMENT is made and entered into as of \_\_\_\_\_, 2026, by and among the City of Huntington Beach, a charter city and municipal corporation ("City"), and the Rainbow Disposal Co., Inc., joined by Rainbow Transfer and Recycling, Inc. (collectively, "Contractor"), both California corporations. The City and Contractor are hereby collectively referred to as the "Parties."

## **Recitals**

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for Solid Waste Collection within their jurisdictions.

B. The State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, re-use, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and,

C. SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and,

D. SB 1383 requires the City to implement Collection programs, meet Processing Facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to the Contractor, acting as the City's designee, through this Agreement; and,

E. Pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to a qualified Solid Waste enterprise for the Collection of Solid Waste, Recyclable, and Organic Materials within the City Limits.

F. City previously approved a Refuse Collection and Disposal Services Franchise Agreement with Contractor on or about February 5, 1990, which was Revised and Restated on or about July 17, 2006 (the "Original Agreement"). It is the desire of the Parties, to enter this First Amendment, for the purpose of setting forth their agreements and understandings with respect to amendments to the Original Agreement to address the requirements of SB 1383, while leaving all other aspects of the Original Agreement unchanged.

G. The Original Agreement, as amended by this First Amendment, are collectively referred to herein as "the Agreement".

H. The City declares its intent to approve and maintain reasonable Rates for the Collection, Recycling, Processing, Composting, and/or Disposal of Recyclable Materials, Organic Materials, and Solid Waste

I. City and Contractor are mindful of the provisions of the Federal and State of California laws governing the safe Collection, Transport, Recycling, Processing, and Disposal of Solid Waste, including the California Integrated Waste Management Act of 1989, commonly referred to as AB 939 (California Public Resources Code Sections 40000, et seq.), the Resource Conservation and Recovery Act of 1976 also known as the Solid Waste Disposal Act (42 USCA Section 6901 et seq.) ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC Section 9601 et seq.) ("CERCLA"). City and Contractor desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Contractor, not City, who is "arranging for" the Collection, Transport for Disposal, Composting, Processing, and Recycling of municipal Solid Waste in the City which may contain Hazardous Waste as defined in Exhibit A. City and Contractor understand and agree that it is Contractor, and not City, who will arrange to Collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its Collection methods, nor supervise the Collection Process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. By entering this Agreement City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional Collection, Transportation and/or disposal of Hazardous Waste that may occur in connection with Contractor's performance under this Agreement.

J. Contractor has agreed, as part of this First Amendment, to provide such services as are necessary or desirable to ensure City complies with the requirements of AB 939, SB 1383, and other current or future Federal, State, or local regulations, as amended.

K. City desires, among other things, to ensure adequate landfills remain available to meet the public's need for the safe handling, Processing, and Disposal of Solid Waste, and further desires to ensure its citizens do not incur undue costs in safely Disposing of Solid Waste they generate, and has thus entered into the County Agreement. Contractor has agreed, as part of this Agreement, to provide such services and take such actions as are necessary or desirable to ensure City complies with its obligations pursuant to the County Agreement.

L. The Parties acknowledge the above recitals are true and correct and incorporated as

though fully set forth herein.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

## Section 1. Amendment to Section 1 Definitions

Section 1 titled Definitions is hereby replaced in its entirety with Exhibit A and shall supersede any defined term in the Original Agreement not consistent herewith.

## Section 2. Amendment to Sections 3(A) through 3(C)

The text of Sections 3(A), 3(B), and 3(C) of the Original Agreement are hereby deleted and Sections 3(A), 3(B), and 3(C) of the Original Agreement are hereby revised in their entirety to read as follows:

- A. The Term of this Agreement shall expire at 11:59 p.m. on June 30, 2037, unless sooner terminated as provided in this Agreement.
- B. Section Reserved.
- C. Section Reserved.

## Section 3. Amendment to Section 4 Exclusiveness of Contract

Section 4(C) is hereby added to read as follows:

### C. Limitations to the Franchise

- i. **Donated or Sold Recyclable and Organic Materials.** Generators may: (1) donate Source Separated Recyclable Materials and Source Separated Organic Materials, or (2) sell, in a commercial transaction, Source Separated Recyclable Materials and Source Separated Organic Materials provided that there is no net payment made by a Generator to such a third person.
- ii. **Self-Hauled Materials.** A Commercial Business Owner or Resident may Transport Recyclable Materials, Organic Materials, and C&D for Processing, generated in or on their own Premises utilizing their own vehicle(s) and equipment. No third party hauler, equipment or transportation shall be used.
- iii. **Donated or Sold Materials.** Any items which are Source Separated at any Premises by the Generator and (a) sold or (b) donated to youth, civic, or charitable organizations. Materials will not be deemed donated if they are Collected by a non-franchised waste hauler that is not a 501(c)(3) organization.
- iv. **Edible Food.** Edible Food which is Collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or which is Self-Hauled by the Generator to another Person(s), such as a Person from a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator

donates, sells, or pays a fee to the other Person(s) to Collect or receive the Edible Food.

- v. **Materials Removed by Customer's Contractor as an Incidental Part of Services.** Recyclable Materials, Organic Materials, and Solid Waste removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor,) as an incidental part of the service being performed, rather than as a separately contracted or subcontracted hauling service.
- vi. **On-site or Community Composting.** Organic Materials Composted or otherwise legally managed at the site where it is generated (e.g., backyard Composting, or on-site anaerobic digestion) or at a Community Composting site.

## Section 4. Amendment to Section 5(B) for Contractor Designated Staff

The text of Section 5(B) of the Original Agreement is hereby deleted and Section 5(B) of the Original Agreement is hereby revised in its entirety to read as follows:

### B. Designated Staff.

1. Contractor's Contract Administrator. Contractor shall designate at least one (1) qualified employee as City's primary point of contact with Contractor who is principally responsible for Collection operations and resolution of service requests and Complaints. Such individual shall be empowered to negotiate on behalf of and bind Contractor with respect to any changes in scope, dispute resolution, compensation adjustments, and service-related matters which may arise during the Term of this Agreement. Such individual is defined as Contractor's General Manager.
2. Field Supervisor. Contractor shall designate a minimum of one (1) qualified full-time employee as supervisor of field operations. The designated Field Supervisor will devote all of their time in the City in the field checking on Collection operations, including responding to Customer requests, inquiries, and Complaints.
3. Recycling Coordinator/Sustainability Advisor. To achieve a high level of Recycling public education and awareness, the Contractor shall dedicate the equivalent of three (3.5) full-time Recycling Coordinator/Sustainability Advisors and one (1) full-time compliance advisor to the City to complete outreach to Residential, Multi-family and Commercial Customers, and develop and implement all public education and outreach activities required under the Agreement. The Recycling Coordinators/Sustainability Advisors and compliance advisor shall conduct outreach, promote waste reduction, educate Customers with frequent events of Overage or Prohibited Container Contaminants, Recycling, Diversion programs, and provide technical assistance to Multi-Family and Commercial Customers.
  - The Recycling Coordinators shall work exclusively on the City programs and services.
  - Contractor shall provide fully trained and experienced Recycling Coordinators on or before the start of services under this Agreement. In the event of resignation of a Coordinator, Contractor shall have a maximum of ninety (90) calendar days to replace the Coordinator. Contractor shall notify City, in writing, of the name, education,

background and experience for each Coordinator prior to commencing operations and whenever there is a change in the staffing of the positions.

- Upon City's reasonable request based on good cause with supporting documentation, Contractor may initiate a review of alleged employee misconduct or failure to follow Applicable Law and address any identified issues pertaining to Contractor policies and Applicable Law. If Contractor's findings after review indicate employee misconduct or failure to comply with Applicable Law, then Contractor, in its discretion, may proceed with disciplinary action, subject to the terms of any collective bargaining agreement and/or applicable Contractor employment policies. Contractor will provide a copy of any collective bargaining agreement or applicable policies upon City request.
  - The Contractor shall allow the City a reasonable opportunity to review, request modifications to, and approve all materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release with respect to and specifically mentioning the City and/or Contractor's services as provided to and within the City.
4. Key Personnel. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify the City of any changes in Contractor's key staff to be assigned to perform the services required under this Agreement including resignation, termination, transfer/reassignment, and new hiring.

Notwithstanding City's approval of Contractor's personnel, Contractor shall not be relieved from any liability resulting from the work to be performed under this Agreement, nor shall Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like, and Contractor shall ensure that its personnel at all times fully comply with Applicable Law.

At any point during the Term of this Agreement, the City may request, in writing and for good cause shown, that any of Contractor's employees be reassigned such that they no longer perform any work relating to this Agreement and shall provide a statement describing the reason for such request with supporting information. Upon its confirmation of good cause, Contractor shall remove the identified employee(s) from performing any work related to this Agreement, subject however to the provisions and requirements of any applicable collective bargaining agreement. As used herein, "good cause" means criminal conduct determined by a trial or plea; conduct agreed by the Parties to be a threat or harm to persons or conduct or that is agreed by the Parties to be socially unacceptable. Contractor will provide a copy of any collective bargaining agreement or applicable policies upon City request.

## **Section 5. Amendment to Sections 6(A), 6(B), 6(G), 6(I), 6(O) and Exhibit D**

The text of Sections 6(A), 6(B), 6(G), 6(I), 6(O) and Exhibit D to the Original Agreement which provides specifications for Contractor's services are hereby deleted and replaced to read in their entirety as set forth in Exhibit B titled Direct Services hereto.

## Section 6. Amendment to Sections 6(F) and 8(C)

The text of Sections 6(F) and 8(C) to the Original Agreement which provides specifications for Contractor's reporting are deleted and replaced in their entirety as set forth in Exhibit F titled Reporting Requirements hereto.

## Section 7. Amendment to Section 6(M)

The text of Section 6(M) of the Original Agreement related to Container specifications is hereby deleted and Section 6(M) of the Original Agreement is hereby replaced in its entirety to read as follows:

### M. Containers and Bin Enclosure Requirements

- i. **Containers Provided to Customers.** Contractor shall provide Containers to new Customers requesting service initiation within seven (7) Calendar Days of Contractor's first receipt of the Customer request. Contractor-provided Containers shall be new or refurbished by the Contractor and shall comply with the Container standards set forth in this Section. All new Containers shall display the Contractor's name, logo, telephone number, and/or website. Containers placed in an alley or other location where the Customer or Generator is not clearly identified will receive a Container that is marked to identify the Customer address or location. Carts assigned to households remain the property of Contractor.

Containers shall meet industry standards for durability to satisfy their intended use and performance.

- iii. **Container Colors.** Contractor shall maintain or provide all Customers with Collection Containers that comply with the Container color requirements specified in SB 1383; or other Applicable Law. Colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation; and the lids and bodies shall be uniform for each Container type on a replacement basis only, as follows:

1. Recyclable Materials Container lids shall be blue;
2. Organic Materials Container lids shall be green;
3. Solid Waste Container lids shall be black or grey; and,
4. Source Separated Food Waste Container lids shall be brown.

Hardware such as hinges and wheels on the Containers may be a different color than specified above. All Containers shall comply with SB 1383 color requirements, including Split-Bins.

New Containers purchased, shall have consistent colors that will be in compliance with the Container color requirements specified in SB 1383, 14 CCR Section 18984.8. However, in accordance with Container requirements specified in SB 1383, Contractor shall not be required to replace existing Containers that do not comply with the color requirements, including Containers purchased prior to January 1, 2022, prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. Contractor is required to have all Containers in compliance with the color requirements of SB 1383 by January 1, 2036.

- iv. **Container Labeling.** Refuse, Recyclable Materials, and Organic Materials Carts shall carry

stickers/labels or other identifying markings indicating the materials that should and should not be placed in each Container. New Containers purchased, shall have labels in compliance with the Container labeling requirements specified in SB 1383, 14 CCR Section 18984.8. However, in accordance with Container requirements specified in SB 1383, Company shall not be required to replace existing Containers that do not comply with the label requirements, including Containers purchased prior to January 1, 2022, prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. Company is required to have all Containers in compliance with the labeling requirements of SB 1383 by January 1, 2036.

Contractor shall create a label for Recyclable Materials Containers that may be affixed by the City or Customer providing a Public Works Department telephone number for Customers to call to report scavenging.

- v. **Repair and Replacement of Containers; Inventory.** Contractor shall be responsible for repairing or replacing Containers when Contractor determines the Container is no longer suitable for service; or when the City or Customer requests replacement of a Container that does not properly function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be responsible for acquiring and providing the replacement Containers. Contractor shall repair or replace all damaged or broken Containers within three (3) Working Days of Customer or City request. Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by the Contractor personnel. All repairs must restore the Cart to its full functionality to meet the design and performance requirements as set for herein.

Contractor shall maintain a sufficient inventory of Containers to accommodate new Customer requests for service, requests for change in Service Levels (size, type, or number of Containers) from current subscribers, and requests for replacement due to damage.

Contractor shall replace lost or damaged Containers without charge, unless it is determined that damage thereto is the result of negligence or intentional misuse by the Customer. Contractor shall make additional Customer requested Cart replacements available at the City approved rate for such services. In addition, Single-Family Customers may also request one Cart size exchange, for a different Cart capacity, annually at no charge. All such Containers shall be provided on the next service day. Contractor's failure to comply with the Container requirements may result in assessment of Liquidated Damages.

Carts damaged by intentional abuse or misuse will be repaired or replaced by Contractor at the expense of the Customer. Customers shall make reimbursement payments for intentional damage directly to Contractor.

1. Repairs will be charged at a rate of \$25 per repair
2. Replacement will be charged at the Rate included in Exhibit D, regardless of Cart size

- vi. **Maintenance, Cleaning, Painting.** All Containers shall be maintained in a safe, serviceable, and functional condition, and present a clean appearance. Contractor shall repair or replace all Containers damaged by Collection operations in accordance with standards specified in this Section, unless damage is caused by Customer's gross negligence, in which case, the Customer will be billed for repair or replacement of Container at a City-approved Rate for such service. All Containers shall be maintained in a functional condition.

## Section 8. Amendment to Section 6(H)

The text of Section 6(H) to the Original Agreement which provides specifications for Contractor's services at City owned or operated facilities is hereby replaced in its entirety to read as follows.

### H. City Annual Service Allowance

At no cost to City, Contractor shall supply and Collect Containers at City owned or operated facilities as requested by the City Manager, and shall empty the Containers in the downtown Commercial area at the frequency set forth in Exhibit J titled Downtown Collection Schedule. Exhibit J may be amended from time to time upon mutual agreement of Contractor and City Manager.

Contractor shall pay for the deposit of City generated Discarded Materials, including street sweeping Tons and Organic Materials, at an Approved or Designated Facility. However, the total dollar value of all such services provided by Contractor to City shall not exceed one-million, three-hundred forty-three thousand, and two hundred eighty-two dollars and forty-two cents (\$1,343,282.42) during the fiscal year starting July 1, 2026. Thereafter, the amount of the annual allowance for the next fiscal year beginning July 1, 2027 and each July 1 thereafter shall be one-million six hundred thirty-five thousand two hundred and thirteen dollars (\$1,635,213.00) adjusted annually by the change in the CPI for the twelve (12) month period ending the preceding January 31 as calculated in alignment with Section 11(B). If the annual allowance is not expended or is overspent in any given calendar year, the fund balance, not to exceed fifty thousand dollars (\$50,000), will carry over to the next calendar year only.

## Section 9. Amendment to Section 9 Labor Relations

The text of Section 9 of the Original Agreement is hereby deleted and Section 9 of the Original Agreement is hereby revised in its entirety to read as follows:

### 9. Labor Relations, Liquidated Damages, and Excuse from Performance

#### A. Labor Relations

Contractor shall, at all times during the term of this Agreement, abide by all laws and regulations of the State of California regarding the employment of labor.

#### B. Liquidated Damages

- i. **General.** It is the intent and desire of the Parties to work together to avoid the imposition of liquidated damages, and accordingly City will timely communicate to Contractor any information that it receives regarding the Collection services which might give rise the imposition of liquidated damages in order to facilitate Contractor's ability to correct any alleged deficiency, or to prevent the recurrence of any conduct for which liquidated damages might eventually be imposed. City and Contractor shall meet regularly on a monthly basis or more frequently as the Parties may agree regarding the Collection services, and to discuss operational aspects of services delivery, including without limitation any City or Customer Complaints, or Customer questions reported to City regarding Contractor's performance of the Collection services. The purpose of the recurring meeting is to provide for close coordination between Contractor and the City regarding the delivery of the Collection services, and for any Service-related Complaints or concerns to be timely conveyed to Contractor in order for Contractor to be able to address or correct any reported deficiency. City shall also notify Contractor regarding any instances of Contractor's failure to

generally adhere to or comply with the requirements of this Agreement as part of the monthly meeting protocol. The City will not assess any Liquidated Damages for actions or events which occurred prior to the execution of this First Amendment.

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

- ii. **Noticing Requirements.** Prior to assessing Liquidated Damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with City. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Contractor with a written explanation of the City Manager's determination on each incident(s)/non-performance prior to authorizing the assessment of Liquidated Damages. The decision of City shall be final, subject to judicial review. Liquidated Damages will only be assessed after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach as described in this First Amendment however Contractor will not be provided the opportunity to rectify those breaches identified under Sections 9(B).iii.1.b, 9(B).iii.3.a, and 9(B).iii.3.d because it would not be possible to rectify these breaches in a timely manner after the stated period for correction has passed.
- iii. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** Parties further acknowledge that consistent, reliable Collection services are of utmost importance to City and that City has considered and relied on Contractor's representations regarding its quality-of-service commitment in entering into this First Amendment with the Contractor.. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Section 9(B), the Parties agree that subject to the provisions of Section 9(B).i of this First Amendment, the Liquidated Damages amounts established in this Section 9(B) of this First Amendment and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing

on the Effective Date of this First Amendment, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor

City

Initial Here



Initial Here

Subject to the provisions of Section 9(B).i of this Agreement, Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth below:

### 1. Collection Reliability

a) For each failure to commence service to a new Customer account within seven (7) days after order: \$50.00 per occurrence

b) For each failure to correct and Collect a missed service for a Customer within twenty-four (24) hours that exceeds three (3) such failures annually for a specific Customer: \$50.00 per occurrence;  
each additional twenty-four (24) hour period: \$25.00 per occurrence

c) For each failure to Collect Residential Bulky Items properly scheduled for Collection, within a seven (7) day timeframe from initial Customer request: \$100.00 per occurrence

d) For Contractor's failure to comply with any provision in Section 9(C).i Contractor's Actions During a Work Stoppage: \$1,000 maximum per day

### 2. Collection Quality

a) For each occurrence of excessive noise or discourteous behavior which exceed twelve (12) occurrences annually: \$100.00 per occurrence

b) For each occurrence of Collecting Discarded Materials during unauthorized hours which exceeds twelve (12) such occurrences annually: \$100.00 per occurrence

c) For each documented (i) failure to initiate the cleanup of Discarded Materials spilled from Collection Containers (ii) to initiate remediation of vehicle leaks or spills within one hundred and twenty (120) minutes of notification or observation (iii) provide daily updates on remediation completion until finished that exceeds twelve (12) such failures annually: \$250.00 per occurrence

### 3. Customer Responsiveness

a) For each failure to initially respond to a Customer Complaint received via email to the designated local email address or via telephone calls from the City within one (1) Business Day (excluding Saturday, Sunday, and Holidays as defined in Exhibit A), and for each additional day in which the Complaint is not addressed, which exceed twelve (12) annually: \$50.00 per day

b) For each failure to record a response to a Customer Complaint or request within forty-eight (48) hours of resolution, which exceed twelve (12) annually: \$50.00 per occurrence

- c) For each failure to initially respond to a written inquiry received from the City's Solid Waste contract manager regarding service requests or requests for information within two (2) Business Days (excluding Saturday, Sunday and Holidays defined in Exhibit A), and for each additional day in which the inquiry is not addressed, which exceed twelve (12) occurrences annually: \$100 per occurrence
- d) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within five (5) business days (excluding Saturday, Sunday, and Holidays defined in Exhibit A) of request from City or Customer: \$50.00 per day per Container
- e) For each failure to repair or replace a damaged or missing Container within five (5) Business Days (excluding Saturday, Sunday, and Holidays defined in Exhibit A) of request from City or Customer: \$50.00 per day
- f) For each failure to investigate a claim for damages within ten (10) calendar days from the date submitted to Contractor: \$100.00 per occurrence
- g) For each failure to issue a Non-Collection Notice to a Customer for a Container or materials not Collected due to improper set out which exceeds twenty-four (24) such occurrences annually: \$50.00 per occurrence
- h) For each failure to Collect Abandoned Waste within seven (7) days from notification from City or Customer, which exceed five (5) occurrences annually: \$100.00 per occurrence

#### 4. Failure to Submit Reports or Allow Access to Records

For each failure to submit any individual report as required by this First Amendment and Exhibit F or provide access to records in compliance with and in the timeframe specified therein. Incomplete and/or inaccurate reports shall be considered a failure to submit until such time as all information in the report has been provided in a complete and accurate form. In the event City determines a report to be errant or incomplete more than ten (10) Business Days after submittal by Contractor, Contractor shall be given ten (10) Business Days to complete and correct prior to any Liquidated Damages being assessed.

- a) Monthly Reports: \$25 per day
- b) Quarterly Reports: \$25 per day
- c) Annual Reports: \$50 per day

#### 5. Accuracy of Billing

- a) Each Customer invoice that is not prepared in accordance with the City's approved Rate schedule and corrected by the next billing cycle, in excess of ten (10) annually: \$10 per invoice not to exceed \$1,000 per Billing run
- b) For each instance or invoice in which Contractor imposes a special service fee not in accordance with the approved Rate schedule and not approved in advance in writing by City, or not requested by the service recipient which exceeds ten (10) such occurrences annually: \$25 per occurrence
- c) Failure to provide a Customer with a response, including an explanation and/or correction, to a Billing Complaint within seven (7) Business Days from the Complaint:

\$50.00 per occurrence  
Each additional day response not provided: \$25.00

6. Public Education and Outreach

a) Failure to perform public education and outreach activities: \$100 per occurrence

7. Cooperation with Service Provider Transition for Change in Service Provider

a) For each day routing information requested by City in connection with a service provider transition is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service: \$500 per day

b) For each day delivery of keys, access codes, remote controls, or other means of access to Discarded Materials Containers is delayed beyond one (1) day prior to new service provider servicing Customers in connection with a service provider transition: \$1,000 per day

c) For delay in providing Customer billing and service level information within thirty (30) days of City request in connection with a service provider transition: \$1,000 per day

8. SB 1383 Requirements - Failure to meet SB 1383 requirements set forth below:

a) Use of Unauthorized Facilities. Subject to force majeure. For each individual occurrence of delivering Discarded Materials to a Facility other than an Approved Facility(ies) for each Discarded Material type under this Agreement.

1st violation - \$50 per Ton per offense  
2nd violation - \$100 per Ton per offense  
3rd and subsequent violations - \$250 per Ton per offense

b) Failure to Implement three- /three-plus Container System with-in (36) months of Execution of this Agreement. For each occurrence of failing to provide Customers with the three- /three-plus Container system required by and compliant with SB 1383 excluding Generators and Customers granted waivers pursuant to this Agreement and excluding Generators and Customers that demonstrate compliance with Recycling and Organic Waste Self-Hauling requirements pursuant to Chapters 8.21 and 8.22 of the Huntington Beach Municipal Code and 14 CCR Division 7, Article 12, Article 7.

Damages are per Generator or Customer per occurrence: \$ 100 per occurrence

c) Failure to Perform Contamination Monitoring Requirements. For each failure to conduct contamination monitoring in accordance with Exhibit B.8.k of this Agreement.

1st violation - \$50 per route per occurrence  
2nd violation - \$100 per route per occurrence  
3rd and subsequent violations - \$250 per route per occurrence

d) Failure to Comply with Container Labeling and Colors in accordance with Section 6(M).iii. For each occurrence of Contractor's failure to comply with Container labeling and color requirements pursuant to SB 1383.

1st violation - \$10 per Container occurrence  
2nd violation - \$25per Container occurrence

3rd and subsequent violations - \$100 per Container occurrence

e) Failure to Conduct Compliance Tasks. For each failure to conduct SB 1383 Non-Compliance Complaint documentation as described in Exhibit B.8.n, Contamination monitoring as described in Exhibit B.8.k, Edible Food Recovery Generator identification as described in Exhibit B.8.m, Container Audits as described in Exhibit B.8.o, and Electronic Annual Report preparation as described in Exhibit F.8.

1st violation - \$50 per occurrence

2nd violation - \$100 per occurrence

3rd and subsequent violations - \$250 per occurrence

f) Failure to Issue Contamination Notices. For each failure of Contractor personnel to issue contamination notices and Contamination Processing Fee Notices and maintain documentation of issuance as required by Exhibit B.8.k of this Agreement.

1st violation - \$50 per route per day

2nd violation - \$100 per route per day

3rd and subsequent violations - \$250 per route per day

g) Failure to Conduct Follow-Up Inspections. For each failure to conduct a follow-up inspection as required by Exhibit B.8.n of this Agreement.

1st violation - \$50 per occurrence

2nd violation - \$100 per occurrence

3rd and subsequent violations - \$250 per occurrence

h) Failure to Provide Access to Information Systems. For each failure to extend access to a cloud-based software.

\$100 per day

i.) Failure to Maintain Data in Information Systems. For each failure to input data into the cloud-based software to maintain any reports or record keeping, as required by Exhibit F.

\$100 per occurrence

9. General Contract Adherence

Republic will provide a written response within five days and cure within timeframe as agreed to by the Parties, after the Contractor’s receipt of written notice from the City, delivered via email or mail, for each day that the Contractor fails to comply with the terms of the Agreement, exclusive of the prescriptive Liquidated Damages as outlined by the above Section 9(B); specifically, where such terms are determined not to be met: \$100.00/day

vi. **Amount.** City may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

vii. **Timing of Payment.** Contractor shall pay any Liquidated Damages assessed by City within sixty (60) days after they are assessed. Any late payments shall be assessed in accordance with Chapter 3.48 of the Huntington Beach Municipal Code. If they are not paid within the sixty (60) day period, City may proceed against the performance bond required by this First Amendment.

**C. Excuse from Performance**

**Force Majeure.** A Party shall be excused from performing their obligations hereunder and from any obligation to pay Liquidated Damages and Contractor shall not be in default under this Agreement if Contractor is prevented from performing the Collection, Transportation and/or Disposal services for any of the following reasons: riots; wars; sabotage; civil disturbances, pandemics; government restrictions and orders; insurrections; explosion; natural disasters such as floods, earthquakes, landslides and fires; and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more of the events described in this Section shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to Contractor, in which case the provisions of Section 3(D) shall apply.

**i. Labor Disputes/Conditional Excuse from Performance**

**Collection During Labor Disruption.** Contractor shall prioritize those Collection activities it is able to perform during the pendency of a labor disruption, with hospitals, essential services, restaurants and other six (6) service days per week Customers prioritized for Collection on the basis of health and sanitation. In the event that a labor strike or disruption to Collection services should last longer than seven (7) consecutive days, City may contract with a third party to provide Collection services for the period of time limited to the time Contractor is unable to provide such services until the labor strike or disruption has concluded. Contractor shall notify City when the labor disruption has ended, and the date Contractor will resume Collection services.

**Notice to City.** Contractor must notify the City in writing within twenty-four (24) hours of receiving a written notice from an employee labor union of a threatened work stoppage or verbal communication of an imminent work stoppage. Contractor agrees that in the event service is disrupted due to a labor dispute, Contractor shall place a minimum of twelve (12), forty (40) yard Roll-Off Boxes or other Containers of equivalent capacity at locations designated by the City Manager or his designee to serve as Collection points for the Customers within two (2) days of said Service interruption. Containers shall be collected by Contractor for no additional charge as necessary to accommodate the waste volume disposed in such Containers.

**Conditional Excuse From Performance.** Labor unrest including, but not limited to, strike, work stoppage or slowdown, sick-out; picketing, or other concerted job action directed at Contractor constitutes a Conditional Excuse from performance.

- a. As of the effective date of this First Amendment Contractor has provided a written contingency plan to the City demonstrating how services are to be provided during the period of labor unrest. The Contractor's contingency plan indicating how City's basic Collection and sanitary needs will be met for Customers during the pendency of the labor dispute is approved by City as of the effective date

of this First Amendment. The contingency plan shall be reviewed and updated annually starting July 1, 2027 and each year thereafter by the Parties to ensure phone numbers and staff members are accurate.

- b. Notwithstanding the forgoing, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section 9(C) for a period of thirty (30) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to Contractor, in which case the provisions of Section 3(D) shall apply.

#### **D. Right to Demand Assurances of Performance**

The Parties acknowledge that it is of the utmost importance to City and the health and safety of all those members of the public residing or doing business within City who will be adversely affected by interrupted waste management service, that there be no material interruption in services provided under this Agreement.

If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default for purposes of Section 3(D).

#### **E. City's Right to Perform Service**

Subject to the provisions of 9.C. with respect to labor disputes, and in the event that Contractor fails to comply with the Contingency Plan required by Section 9.C.i.a of this Agreement by reason of a strike by Contractor's employees or similar labor dispute, and the labor dispute lasts longer than seven (7) days, City may contract with a third party to provide Collection services for the period of time limited to the time Contractor is unable to provide such services until the labor strike or disruption has concluded. Contractor shall notify City when the labor disruption has ended, and the date Contractor will resume Collection services.

## **Section 10. Amendment to Sections 11(B) and 12(C)**

The text of Sections 11(B) and 12(C) to the Original Agreement which provide specifications for Contractor's adjustment to annual rates for Customers are deleted and 11(B) is replaced to read as follows:

### **11(B) Contractor Compensation and Rate Setting**

#### **i. General**

Contractor will perform the responsibilities and duties described in this Agreement in consideration of the right to receive compensation for services. Contractor Compensation provided for in this Section 11(B) shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all

labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, Disposal, Recycling, Processing, Transfer, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

## **ii Initial Rates**

### **1. General**

The Rates for the Rate Period ending June 30, 2027, shall not exceed those set forth in Exhibit D hereto, unless amended by a written amendment to this Agreement entered by and between the City and the Contractor. Contractor has reviewed these maximum Rates and agrees they are expected to generate sufficient revenues to provide adequate Contractor Compensation. Unless and until the maximum Rates set forth in Exhibit D are adjusted, Contractor will provide the services required by this Agreement, charging no more than the maximum Rates set forth in Exhibit D, except as provided herein in this Section 11(B).

### **2. Rate Indemnification**

To the maximum extent allowed by law and subject to Public Resources Code Section 40059.2, Contractor shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, Indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including reasonable attorneys' and expert witness fees, expenditures for investigations, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Contractor or any of the Indemnitees resulting in any form from the City's establishing maximum Rates for service under this Agreement or in connection with the application of California Constitution Articles XIII C and Article XIII D to the imposition, payment or collection of Rates and fees for services provided by Contractor under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any portion of the Rates that is not associated with Contractor's costs in providing service, such as governmental fees, Franchise Fees or charges, nor shall it apply to any loss arising directly from the negligence of City, its officers and employees. Nothing herein is intended to imply that California Constitution Articles XIII C or XIII D apply to the setting of Rates for the services provided under this Agreement; rather, this Section 11(B).ii.2 is provided merely to allocate risk of loss between the Parties.

### **3. Future Rate Notifications**

Contractor shall bear all costs incurred for copying and mailing of Prop 218 notices at least one time every five (5) years as required by Applicable Law. Additionally, Contractor shall bear all costs incurred for all mailings as specified in Section 11(C) of the Agreement for extraordinary adjustment requests.

## **iii. Schedule of Future Adjustments**

Beginning with the first Rate Period (July 1, 2027 to June 30, 2028) and for all subsequent Rate Periods, Contractor or City may request an annual adjustment (increase or decrease) to the maximum Rates shown in Exhibit D, excepting that Contractor shall be entitled to those annual adjustments in Rates as provided in Section 11(B).v hereof without notice or approval of the City Council. For all annual adjustments the Contractor shall submit its request via electronic mail to the City Manager by March 1 of the same year based on the method of adjustment described in Section 11(B).iv. Failure to submit a written request by March 1, shall result in Contractor waiving the right to request such an increase for the subsequent year. All future adjustments are to be effective July 1.

**iv. Method of Adjustment**

**1. General**

Pursuant to Section 11(B).iii, Contractor may request an annual adjustment to the Contractor Rate according to the formula shown in Exhibit E, subject to review and approval of the City.

**2. Rate Adjustment Calculation**

**A. COST COMPONENT AND RATE ADJUSTMENT INDEXES**

The approved Rates consist of the following cost components, followed by the initial weightings of each component. Each cost component may be adjusted by the change in the corresponding index as provided below. See Sections 11(B).iv.2.B through 11(B).iv.2.F for detailed Rate adjustment procedures and Exhibit E for examples of Rate adjustment calculations.

Residential and Commercial Services Cost Components						
	Cost Component	Percent of Costs (July 1, 2026 Adj.)		Percent of Costs (July 1, 2027 Adj.)		Rate Adjustment Index
		Residential	Commercial	Residential	Commercial	
A.	Collection	84.68%	86.93%	79.17%	82.10%	Consumer Price Index for Garbage and Trash Collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0000SEHG02)
B.	Disposal	<u>15.32%</u>	<u>13.07%</u>	<u>20.83%</u>	<u>17.90%</u>	Actual change at the OC Waste & Recycling Landfill System - Starting index value is \$67.00 effective July 1, 2026.
	Total	100.00%	100.00%	100.00%	100.00%	

Roll-Off Cost Components				
Haul Fee Per Load - All Types and Sizes				
	Cost Component	Percent of Costs		Rate Adjustment Index
A.	Collection	100%		Consumer Price Index for Garbage and Trash Collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0000SEHG02)
	Total	100%		
Haul Fee and Disposal				
	Cost Component	Percent of Costs (July 1, 2026 Adj.)	Percent of Costs (July 1, 2027 Adj.)	Rate Adjustment Index
B.	Collection	73.36%	65.51%	Consumer Price Index for Garbage and Trash Collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0000SEHG02)
C.	Disposal	26.64%	34.49%	Actual change at the OC Waste & Recycling Landfill System - Starting index value is \$67.00 effective July 1, 2026.
	Total	100.00%	100.00%	
Other Services				
	Cost Component	Percent of Costs		Rate Adjustment Index
A.	Collection	100%		Consumer Price Index for Garbage and Trash Collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0000SEHG02)

**B. RATE ADJUSTMENT FOR RESIDENTIAL COLLECTION SERVICES**

For Residential Collection services the following Rate adjustment methodology shall be applied.

- Step One.** Calculate the percentage increase or decrease in Collection and Disposal component indices listed in Section 11(B).iv.2.A. The increase or decrease in the Collection component index will be for the change in the average annual published index for the twelve (12) month period ending December prior to the July 1 when the Rate change will take effect.

The Disposal component will be based on the actual percentage change in the gate rates at the OC Waste & Recycling Landfill System, as set by Orange County as of July 1 of each Rate Period.
- Step Two.** For the first-Rate adjustment, cost components are weighted as listed in Section 11(B).iv.2.A. For subsequent Rate adjustments, the relative weights of the Collection and Disposal cost components will be determined in Step Four of the prior year’s Rate adjustment as shown in Exhibit E-1.

Multiply the percentage changes for the Collection and Disposal cost components, as determined in Step One, by that component's weighting as a percentage of total cost, to calculate the total weighted percent change.

3. Step Three. Add special Residential Rate adjustments as noted in Section 11(B).v, to the initial Rate for standard Cart service. The resulting Rate will serve as the existing maximum Rate for standard Cart service for use in step four.
4. Step Four. Multiply the total weighted percent change from Step Two by the existing maximum Residential service Rates to determine the increase or decrease in maximum Rates. Add (subtract) the changes in Rates to (from) the existing maximum Rates to determine the new maximum Rates.
5. Step Five. Recalculate weightings for the following year based on these changes.

#### **C. RATE ADJUSTMENT FOR COMMERCIAL COLLECTION SERVICES**

For Commercial Collection services the following Rate adjustment methodology shall be applied.

1. Step One. Calculate the percentage increase or decrease in Collection and Disposal component indices listed in Section 11(B).iv.2.A. The increase or decrease in the Collection component index will be for the change in the average annual published index for the twelve (12) month period ending December prior to the July 1 when the Rate change will take effect.

The Disposal component will be based on the actual percentage change in the gate rates at the OC Waste & Recycling Landfill System, as set by Orange County as of July 1 of each Rate Period.

2. Step Two. For the first-Rate adjustment, cost components are weighted as listed in Section 11(B).iv.2.A. For subsequent Rate adjustments, the relative weights of the Collection and Disposal cost components will be determined in Step Four of the prior year's Rate adjustment as shown in Exhibit E-2.

Multiply the percentage changes for the Collection and Disposal cost components, as determined in Step One, by that component's weighting as a percentage of total cost, to calculate the total weighted percent change.

Add Commercial Solid Waste special Rate adjustments as noted in Section 11(B).v to the total weighted percent change. The resulting total weighted percentage change will be used in step three.

3. Step Three. Multiply the total weighted percent change from Step Two by the existing maximum Residential service Rates and Commercial service Rates to determine the increase or decrease in maximum Rates. Add (subtract) the changes in Rates to (from) the existing maximum Rates to determine the new maximum Rates.
4. Step Four. Recalculate weightings for the following year based on these changes.

#### **D. RATE ADJUSTMENT FOR PERMANENT AND TEMPORARY ROLL-OFF BOX RATES**

- i. The following Rates will be adjusted by the methodology in this Subsection:

- Permanent 40 CY Bin Haul Only,
  - Temporary 40 CY Bin Haul Only,
  - Dry Run, and
  - Extra Days.
1. Step One. Calculate the percentage increase or decrease in the Collection component for “Haul Fee Per Load – All Types and Sizes” listed in Section 11(B).iv.2.A. The increase or decrease in the Rate adjustment index for the Collection component will be for the change in the average annual published indices for the twelve (12) month period ending December prior to the July 1 when the Rate change will take effect.
  2. Step Two. Multiply the total percent change for the Collection Component by the existing Rate to calculate the increase or decrease to the maximum Rate. Add the Rate increase or decrease to the existing Rate to derive the newly adjusted Rate.
- ii. The following Rates will be adjusted by the methodology in this Subsection:
- Permanent 40 CY Bin (6 Tons Disposal or Processing)
  - Permanent Compactor (8 Tons Disposal),
  - Disposal or Processing Fee per Ton,
  - Excess Tons – Disposal or Processing,
  - Temporary 3 CY Rent a Bin - Weekday (3 Days),
  - Temporary 3 CY Rent a Bin – Weekend (2 Days),
  - Temporary 40 CY Bin (6 Tons Disposal or Processing), and
  - Temporary 8 CY Bin Low Boy (8 Tons Disposal or Processing).
1. Step One. Calculate the percentage increase or decrease in Collection and Disposal component indices listed in Section 11(B).iv.2.A. The increase or decrease in the Collection component index will be for the change in the average annual published indices for the twelve (12) month period ending December prior to the July 1 when the Rate change will take effect.  
  
The Disposal component will be based on the actual percentage change in the gate rates at the OC Waste & Recycling Landfill System, as set by Orange County as of July 1 of each Rate Period.
  2. Step Two. For the first-Rate adjustment, cost components are weighted as listed in Section 11(B).iv.2.A. For subsequent Rate adjustments, the relative weights of the Collection and Disposal cost components will be determined in Step Four of the prior year’s Rate adjustment.  
  
Multiply the percentage changes for the Collection and Disposal cost components, as determined in Step One, by that component’s weighting as a percentage of total cost.
  3. Step Three. Multiply the total weighted percent change from Step Two by the existing maximum Rates for Roll-Off Box service to determine the increase or decrease in maximum Rates. Then add (subtract) the changes in Rates to (from) the existing maximum Rates to determine the new maximum Rates.
  4. Step Four. Recalculate weightings for the following year based on these changes.
- E. RATE ADJUSTMENT FOR OTHER SERVICES**
- A. For Other Services that are charged the Collection component only, the following Rate adjustment methodology shall be applied.

1. Step One. Calculate the percentage increase or decrease in the Collection component. The increase or decrease in the Rate adjustment index for the Collection component will be for the change in the average annual published indices for the twelve (12) month period ending December prior to the July 1 when the Rate change will take effect.
2. Step Two. Multiply the total percent change for the Collection Component by the existing Rate to calculate the increase or decrease to the maximum Rate. Add the Rate increase or decrease to the existing Rate to derive the newly adjusted Rate.

#### **F. RATE ADJUSTMENT ROUNDING**

The Rate adjustment methodology described in this Section 11(B) and Exhibit E shall be consistently rounded to two decimal places. This means that calculation of all Rates and Rate components shall be rounded to the nearest cent. For example, \$3.582 rounds to \$3.58. For the calculation of the percentage change in all indexes, the calculations shall be rounded to two decimal places. For example, 1.845% rounds to 1.85%. The numbers 1, 2, 3, and 4 in all calculations shall be rounded down. For example, 1.444 rounds to 1.44. The numbers 5, 6, 7, 8, and 9 in all calculations shall be rounded up. For example, \$2.585 rounds to \$2.59.

#### **v. Rate Periods One and Two SB 1383 Adjustments**

In an effort to reduce the initial rate impact to ratepayers, the Contractor shall receive the following compensation in Sections 11(B).v.1 through 11(B).v.2, in addition to the adjustments calculated in Section 11(B).iv.2.

##### **1. Residential SB 1383 Adjustment**

Before the Residential Rate is calculated in accordance with Section 11(B).iv.2.B above, the following phase-in amounts shall be added to the existing rate.

- July 1, 2027; \$2.68
- July 1, 2028; \$1.46

##### **2. Commercial Solid Waste SB 1383 Adjustment**

Before the percent change to the Commercial Solid Waste Rate is multiplied by the existing Solid Waste Rate in accordance with Section 11(B).iv.2.C above, the percentage calculated in Section 11(B).iv.2.C shall be added to the percentages for the SB 1383 adjustment in this Section 11(B).v.2.

- July 1, 2027; 1.86%
- July 1, 2028; 1.86%

The above amounts apply to Commercial Solid Waste Rates as shown in Exhibit E-2 and do not apply to Commercial Recycling or Commercial Organic Materials services Rates.

## **Section 11. Amendment to Section 11(C)**

The text of Section 11(C) of the Original Agreement is hereby deleted and Section 11(C) of the Original Agreement is hereby revised in its entirety to read as follows:

In the event Contractor becomes obligated in the performance of this Agreement to incur costs not otherwise specifically addressed in Section 11(B), including travel additional distances to Approved or Designated Facilities due to the closing of an existing facility, Contractor may request an extraordinary adjustment to rates. City approval shall not be unreasonably withheld. The City shall have the right to

request all of the backup calculations and other information the City deems necessary to substantiate the request from the Contractor and Contractor shall not unreasonably withhold the supporting information. City may hire a third-party consultant to advise the City as to the reasonableness of Contractor's proposal; Contractor shall reimburse the City for all actual and reasonable costs the City incurred by having a consultant conduct such review. Additionally, if an extraordinary adjustment requested per this Section 11(C) is subject to the Proposition 218 process, Contractor shall bear all costs incurred for copying and mailing of the notices.

## **Section 12. Amendment to Section 23 Flow Control**

The text of Section 23 of the Original Agreement is hereby deleted and Section 23 of the Original Agreement is hereby revised in its entirety to read as follows:

### **23. City's Flow Control, County Agreement, and Facilities**

#### **A. Flow Control Option**

##### **I. SOLID WASTE DISPOSAL FLOW CONTROL**

City shall have the absolute right to choose the location for the delivery and Disposal of all Solid Waste destined for landfill, Collected pursuant to this Agreement ("Flow Control"). Contractor waives the right to challenge City's ability to do so including any rights under the Commerce Clause of the United States Constitution. As of the Effective Date, City shall be deemed to have exercised its Flow Control so as to require delivery of all Solid Waste to the County landfill system in a manner consistent with its obligations under the County Agreement (including its obligations related to Solid Waste that is delivered to a Processing/Transfer Facility prior to being delivered to a landfill for Disposal), and Contractor has agreed to handle all Solid Waste in a manner consistent with City's exercise of its Flow Control. At any time, City may notify Contractor that City no longer desires to exercise its Flow Control. In such event, Contractor shall have the absolute discretion to utilize any Disposal Facility, Transfer Station, Recycling facility, material recovery facility, landfill, or other facility of its choosing to Dispose of Solid Waste generated within the City provided that the use of such facility by Contractor enables it to meet all other requirements of this Agreement and Applicable Law.

##### **II. ORGANIC MATERIALS**

###### **1. RESIDENTIAL ORGANIC MATERIALS**

Contractor will deliver Residential Source Separated Organic Materials Collected from City's Residential Customers to the Approved Organic Materials Processing Facilities included in Exhibit H.

Following a period of five (5) years after the effective date of this Amendment, City shall retain the right to choose the location for the delivery of Residential Source Separated Organic Materials, and that the Rate paid by the Customer will be adjusted accordingly if the Transfer, Transportation, and Processing costs of using such facility are lower or higher than the costs of using the Approved Organic Materials Processing facilities included in Exhibit H taking into account all cost factors including the costs associated with delivery to an alternative facility to include processing requirements to meet material acceptance threshold requirements, including contamination thresholds. The parties acknowledge and agree that the Approved Facilities in Exhibit H are approved at the time of entering into this Agreement and that

Contractor's Rates are premised on the use of the Approved Organic Materials Processing Facilities as set forth in Exhibit H.

The current Residential Contractor rates to Divert Residential Organic Materials are based on the Organic Materials Transfer, Transportation, and Processing cost proposed by Contractor of \$147.75 per Ton as documented in Exhibit K. The total cost of \$147.75 is based on Transfer, Transportation, and Processing costs per ton originating at an Approved Transfer Facility for the Approved Organic Materials Processing Facilities to process Residential Organic Materials as shown in Exhibit H.

**2. COMMERCIAL ORGANIC MATERIALS**

Contractor shall have the absolute right to choose the location for the delivery and Processing of Source Separated Organic Materials generated at Multi-Family or Commercial Premises collected pursuant to this Agreement to the Approved Organic Processing Facilities included in Exhibit H. As of the Effective Date, Contractor shall deliver Collected Multi-family and Commercial Organic Materials to the Approved Organics Materials Processing Facilities listed in Exhibit H.

Contractor will deliver Multi-Family or Commercial Source Separated Organic Materials Collected from City's Multi-Family or Commercial Customers to the Approved Organic Materials Processing Facilities included in Exhibit H.

The current Multi-Family and Commercial Contractor Rates to Divert Multi-Family and Commercial Organic Materials are based on the Organic Materials Transfer, Transportation, and Processing cost of \$147.75 per Ton as documented in Exhibit K. The total cost of \$147.75 is based on Transfer, Transportation, and Processing costs per Ton originating at the Approved Transfer Facility for the Approved Organic Materials Processing Facilities to Process Multi-Family and Commercial Organics Materials as shown in Exhibit H.

Contractor will notify City in connection with Contractor's regular annual Rate adjustment effective July 1 of each year if a lower cost option becomes available to Divert the Multi-Family and Commercial Organic Materials to initiate a cost reduction to City's Multi-Family and Commercial Customers.

**III. RECYCLABLE MATERIALS**

Contractor shall have the absolute right to choose the location for the delivery and Processing of all Source Separated Recyclable Materials collected pursuant to this Agreement to the approved Recyclable Materials Processing Facilities included in Exhibit H. As of the Effective Date, Contractor shall deliver Collected Recyclable Materials to the Approved Recyclable materials processing facilities listed in Exhibit H.

**B. County Agreement**

Contractor expressly acknowledges its awareness of the County Agreement which has been adopted and entered into by City. Moreover, Contractor acknowledges that it is aware that all Solid Waste Collected in the City Limits to be Disposed of in the County landfill system. Contractor further acknowledges that the County is an intended third-party beneficiary of Contractor's obligations relating in any way to the Disposal of Solid Waste pursuant to this Agreement and the County Agreement.

**C. Use of Approved and Designated Facilities**

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved and Designated Facilities, included in Exhibit H, for the purposes of Transferring and Processing and/or Disposing of all Recyclable Materials, Organic Materials, and other materials Collected in the City. Use of a new facility must be approved, in writing, by the City prior to use consistent with the requirements of Exhibit H. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding Flow Control limitations or any definition thereof.

**Section 13. Amendment to Section 25 Entirety**

Section 25 of the Original Agreement titled Entirety is hereby amended to be Section 26.

**Section 14. New Section 27 Administrative Fee is added**

The following provision is added to the Agreement as Section 27:

**27. One-Time Administrative Fee**

Contractor shall pay to City an Administrative Fee in a one-time lump sum payment of up to One Hundred Thousand Dollars (\$100,000) within seven (7) days of execution of this Agreement to reimburse the City for costs it incurred in connection with entering this Agreement.

**Section 15. Amendment to Exhibit A Rate Schedule**

Exhibit A to the Original Agreement is hereby replaced in its entirety with the new Exhibit D attached hereto as Exhibit D Initial Maximum Rates.

**Section 16. Amendment to Exhibit B Example of Formula**

Exhibit B to the Original Agreement is hereby replaced in its entirety with the new Exhibit E attached hereto as Exhibit E Example Rate Adjustment Formula.

**Section 17. Amendment to Exhibit C Downtown Commercial Area Collection Matrix**

Exhibit C to the Original Agreement is hereby replaced in its entirety with the new Exhibit J attached hereto as Exhibit J Downtown Collection Schedule.

**Section 18. Amendment to Exhibit D Implementation and Administrative Regulations for Automated Residential Services**

Exhibit D to the Original Agreement is hereby replaced in its entirety with the new Exhibit B attached hereto as Exhibit B Direct Services.

## **Section 19. Exhibits C, G, H, I and K are Added**

Exhibit C titled Public Education and Outreach Requirements, Exhibit G titled Contractor's Implementation Plan and Schedule, Exhibit H titled Facilities, Exhibit I titled List of Recyclable Materials and Organics Materials, and Exhibit K titled Rate Adjustment for Residential Organics Facility Change are hereby added in their entirety.

IN WITNESS WHEREOF, this First Amendment is entered by the Parties hereto in Orange County, California on the day and year first above written.

RAINBOW DISPOSAL COMPANY INC., a  
California Corporation "CONTRACTOR"

CITY OF HUNTINGTON BEACH  
A California Municipal Corporation "CITY"

\_\_\_\_\_  
Signature


\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Clerk

RAINBOW TRANSFER AND RECYCLING, INC.,  
a California Corporation "CONTRACTOR"

INITIATED AND APPROVED:

  
\_\_\_\_\_  
Director of Public Works


\_\_\_\_\_  
Signature

REVIEWED AND APPROVED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Manager

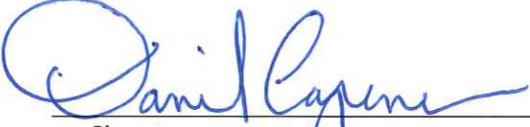
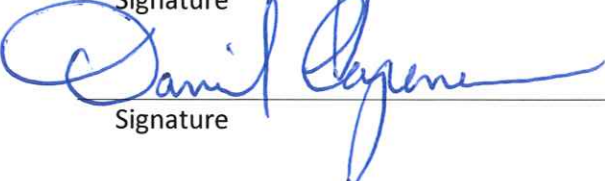
APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney *MW*

IN WITNESS WHEREOF, this First Amendment is entered by the Parties hereto in Orange County, California on the day and year first above written.

RAINBOW DISPOSAL COMPANY INC., a California Corporation "CONTRACTOR"

CITY OF HUNTINGTON BEACH  
A California Municipal Corporation "CITY"

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
City Clerk

RAINBOW TRANSFER AND RECYCLING, INC., a California Corporation "CONTRACTOR"

INITIATED AND APPROVED:

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Public Works

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **FIRST AMENDMENT EXHIBITS**

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**EXHIBIT A:  
DEFINITIONS**

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## **EXHIBIT A DEFINITIONS**

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For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

**“Abandoned Waste”** means Recyclable Materials, Organic Materials, Solid Waste, C&D, Excluded Waste, Bulky Items, or other materials which have been abandoned, littered, or illegally dumped in the public right of way or on public or City property.

**“AB 1826”** means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

**“AB 341”** means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as “AB 341”, as amended, supplemented, superseded, and replaced from time to time.

**“AB 939”** means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

**“Administrative Fee”** means the fee paid by the Contractor in alignment with Section 27 of the Agreement.

**“Agreement”** means the First Amendment and the Original Agreement between City and Contractor, including all Exhibits, and any future amendments hereto.

**“Applicable Law”** means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, and Solid Waste that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383.

**“Approved C&D Facility”** means the C&D facility(ies) identified in the First Amendment, Exhibit H.

**“Approved Facility(ies)”** means any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; Approved Transfer Facility; and/or Approved Reusable Materials Processing Facility.

**“Approved Organic Materials Processing Facility”** means the Organics Materials Processing Facility(ies) identified in the First Amendment, Exhibit H.

**“Approved Processing Facility(ies)”** means any one of or any combination of the: Approved Recyclable Materials Processing Facility; Approved Organic Materials Processing Facility; or, Approved Reusable Materials Processing Facility.

## **EXHIBIT A DEFINITIONS**

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**“Approved Recyclable Materials Processing Facility”** means the Recyclable Materials Processing facility(ies) identified in the First Amendment, Exhibit H.

**“Approved Transfer Facility”** means Transfer facility(ies) identified in the First Amendment, Exhibit H.

**“Bin”** means a Container with capacity of approximately one (1) to eight (8) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading Collection vehicle, including Bins with Compactors attached to increase the capacity of the Bin.

**“Black Container”** means a Container where either: (a) the lid of the Container is in black color, or (b) the body of the Container is black in color and the lid is either black or gray in color. Hardware such as hinges and wheels on a Black Container may be any color. Black Containers shall be used for the purpose of storage and Collection of Solid Waste.

**“Blue Container”** means a Container where either: (a) the lid of the Container is blue in color, or (b) the body of the Container is blue in color and the lid is either blue, gray, or black in color. Hardware such as hinges and wheels on a Blue Container may be any color. Blue Containers shall be used for the purpose of storage and collection of Source Separated Recyclable Materials, which includes non-putrescible and non-hazardous recyclable wastes such as cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

**“Brown Container”** means a Container for the purpose of storage and Collection of Source Separated Food Waste and has the same meaning as in 14 CCR Section 18982.2(a).

**“Bulky Item(s)”** means discarded Appliances (including non-industrial refrigerators that can be handled by two (2) people), furniture, tires, rolled and secured rugs and carpets less than six (6) feet long, mattresses, bundled and tied Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, and require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, Construction and Demolition Debris, or items herein defined as Excluded Waste.

**“Business Days”** mean days during which the City offices are open to do business with the public.

**“California Code of Regulations (CCR)”** means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

**“CalRecycle”** means California's Department of Resources Recycling and Recovery.

**“Cardboard”** means corrugated fiberboard consisting of a fluted corrugated sheet and one (1) or two (2) flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of Recyclable Materials.

## **EXHIBIT A DEFINITIONS**

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**“Cart”** means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. A Cart has capacity of 20, 35, 64 or 96 gallons (or similar volumes).

**“Change in Law”** means any of the following events or conditions that has a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement (except for payment obligations):

- A. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,
- B. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

**“City”** means the City of Huntington Beach, a charter city, situated in Orange County, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the Term of this Agreement.

**“City Council”** means the City Council of the City of Huntington Beach, California.

**“City Fees”** means all fees payable to the City, identified and referenced in this Agreement.

**“City Limits”** means the territorial boundaries of the City, together with all amendments and changes thereto.

**“City Manager”** shall mean the City Manager of the City or their designee.

**“City Public Works Director” or “Director”** means the Director of Public Works of the City or their designee.

**“Collect” or “Collection”** (or any variation thereof) means the act of taking possession of Recyclable Materials, Organic Materials, Solid Waste, Bulky Items, and other material at the place of generation in City.

**“Commercial Business or Commercial”** shall mean a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Dwelling. A Multi-Family Dwelling that consists of fewer than five (5) units is not a Commercial Business.

**“Commercial Edible Food Generator”** includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

## **EXHIBIT A DEFINITIONS**

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**“Commercial Premises”** includes Premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations and Multi-Family Premises, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary herein, Premises upon which Multi-Family Premises, hotels and motels are operated, shall be deemed to be Commercial Premises.

**“Community Composting”** means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred fifty (750) square feet, as specified in 14 CCR Section 6 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

**“Compactor”** means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard Bin Compactors serviced by front-end loader Collection vehicles and ten (10) to forty (40) cubic yard Roll-Off Box Compactors serviced by roll-off Collection vehicles.

**“Complaint”** shall mean each written or orally communicated statement made by any Person, whether to City or Contractor, alleging: (1) non-performance, or deficiencies in Contractor’s performance, of its duties under this Agreement; (2) a violation by Contractor of this Agreement; or, (3) an SB 1383 Non-Compliance Complaint.

**“Compostable Plastics” or “Compostable Plastic”** means plastic materials that meet the ASTM D6400 standard for Compostability.

**“Composting” or “Compost”** (or any variation thereof) includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.

**“Construction and Demolition Debris (C&D)”** includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste. Construction and Demolition Debris includes rocks, soils, tree remains, and other Yard Trimmings which results from land clearing or land development operations in preparation for construction.

**“Consumer Price Index” “CPI”** means the Consumer Price Index for Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0000SEHG02).

**“Container(s)”** mean Bins, Carts, Compactors, and Roll-Off Boxes.

**“Contamination Processing Fee”** means the fee charged by the Contractor in alignment with Exhibits B, D, and F.

**“Contamination Processing Fee Notice”** means the notice as described in Exhibit B.

## **EXHIBIT A DEFINITIONS**

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**“Contractor” or “Rainbow Disposal”** means Rainbow Disposal Co., Inc and Rainbow Transfer & Recycling Inc., organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and Subcontractors.

**“Contractor Compensation”** means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Section 11(B).

**“Contractor’s Contract Administrator”** means the individual authorized by Contractor as described by Section 5(B) of the Agreement.

**“County”** means the County of Orange, a political subdivision of the State of California.

**“County Agreement”** means that certain waste infrastructure system enterprise agreement, as the same may be amended from time to time, entered into among various Orange County cities, including specifically the City of Huntington Beach, and the County of Orange relating to the use of County landfills for the Disposal of Solid Waste collected in such cities, and which is on file in the office of City’s City Clerk, as may be amended from time to time.

**“Courtesy Pick-Up Notice”** means the Contractor’s notice to Customer(s) as described in Exhibit B.

**“Curb” or “Curbside”** (or any variation thereof) means the cornered edging between the street and sidewalk. Curb or Curbside also means and describes the location of a Collection Container for pick-up, where such Container is placed on the street or alley against the face of the Curb, or where no Curb exists, the Container is placed not more than five (5) feet from the outside edge of the street or alley nearest the property’s entrance.

**“Customer”** means the Person whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.

**“Customer Type”** means the Customer’s sector category including, but not limited to, Single-Family, Multi-Family, Commercial, Roll-Off Box, and City.

**“Designated Disposal Facility”** means the Orange County Landfills, which are owned and operated by County of Orange, that are Disposal Facilities.

**“Designated Waste”** Designated Waste consists of those substances classified as Designated Waste by the State, in Section 13173 of the California Water Code ((CA Water Code § 13173 (2017) as may be amended from time to time, and is defined as either of the following:

- A. Hazardous Waste that has been granted a variance from Hazardous Waste management requirements pursuant to Section 25143 of the Health and Safety Code.
- B. Non-hazardous waste that consists of, or contains, pollutants that, under ambient environmental conditions at a waste management unit, could be released in concentrations exceeding applicable

## **EXHIBIT A DEFINITIONS**

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water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the State as contained in the appropriate state water quality control plan.

**“Director”** or **“City Public Works Director”** see definition for City Public Works Director.

**“Discarded Materials”** means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

**“Disposal”** or **“Dispose”** (or any variation thereof) means the final disposition of Solid Waste, or Processing Residue at a Disposal Facility.

**“Disposal Facility”** means a landfill, or other facility for ultimate Disposal of Solid Waste.

**“Divert”** or **“Diversion”** (or any variation thereof) means to prevent Discarded Materials from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, Recycling, Composting, anaerobic digestion or other method of Processing, subsequent to the provisions of AB 939. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the City.

**“Dwelling Unit”** means any individual living unit in a; Single-Family Dwelling (SFD) or Multi-Family Dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, Residential living other than a Hotel or Motel.

**“Edible Food”** means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

**“Effective Date”** shall mean the date upon which this First Amendment is finally approved, by ordinance of the City Council.

**“E-Waste”** means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

**“Excluded Waste”** means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that

## **EXHIBIT A DEFINITIONS**

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Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

**"Federal"** means belonging to or pertaining to the Federal government of the United States.

**"Field Supervisor"** means the individual authorized by Contractor as described by Section 5(B) of the Agreement.

**"Flow Control"** means City right to direct Discarded Materials as described by Section 23 of the Agreement

**"Food Recovery"** means actions to Collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

**"Food Recovery Organization"** means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

**"Food Recovery Service"** means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

**"Food Scraps"** means those Discarded Materials listed in Exhibit I. Food Scraps are a subset of Food Waste.

**"Food-Soiled Paper"** means those Discarded Materials listed in Exhibit I.

**"Food Waste"** means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of Organic Materials.

**"Franchise Fee"** means the fee paid by Contractor to the City as described Section 13 of the Agreement.

## **EXHIBIT A DEFINITIONS**

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**“Generator”** means any Person whose act or process produces Discarded Materials as defined in the Public Resources Code, or whose act first causes Discarded Materials to become subject to regulation.

**“Green Container”** means a Container where either: (a) the lid of the Container is green in color; or, (b) the body of the Container is green in color and the lid is green, gray, or black in color. Hardware such as hinges and wheels on a Green Container may be any color. Green Containers shall be used for the purpose of storage and Collection of Organic Materials, which includes Green Waste and Organic Waste.

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

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

**“Holidays”** are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**“Household Hazardous Waste” or “HHW”** means Hazardous Waste generated at Residential Premises within the City. HHW includes: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Used Motor Oil and Filter, Used Oil Filter, batteries, household batteries, fluorescent bulbs , tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

**“Infectious Waste”** means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

**“Liquidated Damages”** means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 9(B).

## **EXHIBIT A DEFINITIONS**

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**“Mulch”** means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

- A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- B. Was produced at one or more of the following types of Facilities:
  - 1. A Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); Guidance: Note that this criteria disallows Mulch produced from chipping and grinding operations to count toward fulfillment of a jurisdiction’s annual Organic Waste product procurement target;
  - 2. A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12; or,
  - 3. A Solid Waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

**“Multi-Family,” “Multi-Family Dwelling,” or “MFD”** means any Residential Premises, other than a Single-Family Premises, with five (5) or more Dwelling Units used for Residential purposes (regardless of whether residence therein is temporary or permanent), including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in townhouses, mobile homes, condominiums, or other structures with five (5) or more Dwelling Units who receive individual service and are billed separately shall not be considered Multi-Family.

**“Municipal Code”** means City's Municipal Code and all uncodified ordinances duly adopted by City, and as amended from time to time.

**“Non-Collection Notice”** means the notice as described in Exhibit B.

**“Occupant”** means the Person who occupies a Premises.

**“Organic Materials”** means those Discarded Materials listed in Exhibit I. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste. Organic Materials are a subset of Organic Waste.

**“Organic Waste”** means wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, Food Waste, Yard Trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

## **EXHIBIT A DEFINITIONS**

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**“Original Agreement”** means the “Agreement Between City of Huntington Beach and Rainbow Disposal and Rainbow Transfer and Recycling Companies for Solid Waste Handling Services,” and all amendments thereof.

**“Overage”** means any Discarded Materials that exceeds the physical capacity of the designated Container such that:

1. The Discarded Materials extend above the rim or outside the container in a manner that:
  - a. Prevents the Container from being safely or effectively serviced using standard mechanical Collection methods; or
  - b. Presents a health, safety, or environmental hazard, including but not limited to risk of spillage, wind-blown debris, or interference with lifting mechanisms.
2. Overage shall not include Discarded Materials that:
  - a. Exceeds the rim of the Container by no more than six inches, and remains entirely contained within the vertical planes of the Container’s sides, provided it does not inhibit safe and normal servicing

**“Owner”** means the Person(s) holding legal title to real property and/or any improvements thereon, and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

**“Party” or “Parties”** refers to the City and Contractor, individually or together.

**“Person(s)”** means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal Person.

**“Premises”** means any land or building in the City where Recyclable Materials, Organic Materials, or Solid Waste are generated or accumulated.

**“Processing” or “Process”** means to prepare, treat, or convert through some special method.

**“Processing Facility”** means any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclable Materials, or Reusable Materials for the purpose of making such material available for Recycling or reuse or the facility for the Processing and/or Composting of Organic Materials.

**“Prohibited Container Contaminants”** means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Recyclable Materials for the City’s Collection program; (ii) Discarded Materials placed in the Green or Brown Container that are not identified as acceptable Organic Materials for the City’s Collection program; (iii) Discarded Materials placed in the Gray Container that are acceptable Recyclable Materials and/or Organic Materials to be placed in the City’s Blue, Green or Brown Containers or otherwise managed under the City’s Collection program; and, (iv) Excluded Waste placed in any Container.

**“Proprietary Information” or “Proprietary”** means that information provided by Contractor to the City which is protected from disclosure by the California Public Records Act and meets that definition of Proprietary Information. Nothing shall be considered Proprietary which is required to be submitted to the

## **EXHIBIT A DEFINITIONS**

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City in any report described in this Agreement. Contractor's Customer lists for Customers served under this Agreement are specifically not considered Proprietary for the purposes of this Agreement, however, the City may protect such information from disclosure consistent with the provisions of the Public Records Act.

**"Rainbow Disposal"** see definition for Contractor.

**"Rate"** means the maximum amount, expressed as a dollar unit, that the Contractor may bill the City or a Customer for providing services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates are presented in Exhibit D. The Rates are the maximum Rate that Contractor may charge the City or a Customer and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate included in Exhibit D.

**"Rate Period"** means a twelve (12) month period, commencing July 1 and concluding June 30.

**"Recyclable Materials"** means those Discarded Materials that: the Generators set out in Recyclables Containers for Collection for the purpose of Recycling by the Contractor and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to those materials listed in Exhibit I.

**"Recycle" or "Recycling"** means the Process of sorting, cleansing, treating, and reconstituting at a Recyclable Materials Processing Facility that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products. Recycling includes Processes deemed to constitute a reduction of landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

**"Recycling Coordinator"** means the individual authorized by Contractor as described by Section 5(B).

**"Refuse" means Solid Waste.**

**"Renewable Natural Gas" or "RNG"** means gas derived from Organic Waste that has been Diverted from a landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

**"Residential"** shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

**"Residue"** means those materials which, after Processing, are Disposed rather than Recycled due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

## **EXHIBIT A DEFINITIONS**

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**“Reusable Materials”** means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.

**“Roll-Off Box”** means an open-top Container with a capacity of ten (10) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

**“SB 1383”** means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

For the purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted on November 3, 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

**“SB 54”** means the Plastic Pollution Prevention and Packaging Producer Responsibility Act approved by the Governor on June 30, 2022, which amended Section 41821.5 of the Public Resources Code to add Chapter 3 (commencing with Section 42040) to Part 3 of Division 30. For the purposes of this Agreement, SB 54 does not include any implementing regulations developed by CalRecycle, as may be amended supplemented, superseded, and replaced from time to time. The CalRecycle adoption of SB 54 Regulations shall be considered a change in applicable law for the purposes of this Agreement.

**“Self-Haul”** means the act of hauling Discarded Materials, recovered material, or any other material, that such Person generates at their own Premises, to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Haul also includes the act of back-hauling waste from Premises such Person owns and operates, as defined in 14 CCR Section 18982(a)(66)(A).

**“Service Level”** refers to the size of a Customer’s Container(s) and the frequency of Collection service.

**“Single-Family” or “SFD”** means any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes townhouses, and each independent unit of duplex, tri-plex, four-plex Residential structures, regardless of whether each unit is separately billed for their specific Service Level. Multi-Family properties of five or more units that receive Single-Family Cart service are considered Single-Family if each unit is billed directly by Contractor.

**“Solid Waste”** means Solid Waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Solid Waste are Excluded Waste, C&D, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as

## **EXHIBIT A DEFINITIONS**

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may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation. Solid Waste does not include Excluded Waste.

**“Source Separated”** means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

**“Split-Bin”** means a Bin that is split or divided into two (2) sections in order to segregate two (2) Source Separated Discarded Material types in one Container.

**“State”** means the State of California.

**“Subcontractor”** means a Person who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor’s fulfillment of its obligations for providing service under this Agreement. Vendors providing materials and supplies to Contractor shall not be considered Subcontractors.

**“Temporary Service”** shall mean Solid Waste Collection provided by Contractor on an as-needed and temporary basis to any Premises within the City in conjunction with construction, demolition, clean-up or other projects, and by use of temporarily placed Bins or Roll-Off Boxes, excluding Self-Hauled waste.

**“Term”** means the Term of this Agreement, including extension periods if granted, as provided for in Section 3(A).

**“Tier One Commercial Edible Food Generator”** means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

**“Tier Two Commercial Edible Food Generator”** means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with two hundred fifty (250) or more seats, or a total facility size equal to or greater than five thousand (5,000) square feet.

## **EXHIBIT A DEFINITIONS**

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- B. Hotel with an on-site food facility and two hundred (200) or more rooms.
- C. Health facility with an on-site food facility and one hundred (100) or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with two hundred fifty (250) or more seats or total cafeteria facility size equal to or greater than five thousand (5,000) square feet.
- G. A local education agency with an on-site food facility. If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

**“Ton” or “Tonnage”** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

**“Trade Secrets”** means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) derives actual independent economic value from not being generally known to the public or to other Persons who can obtain economic value from its disclosure or use; and, (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**“Transfer”** means the act of transferring the materials Collected by Contractor in its route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling or Disposing of such materials.

**“Transportation” or “Transport”** means the act of conveying Collected materials from one location to another.

**“Universal Waste” or “U-Waste”** means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

**“Working Days”** means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

**“Yard Trimmings”** means those Discarded Materials that will decompose and/or putrefy, including, but not limited to those materials listed in Exhibit I. Yard Trimmings does not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container.

**EXHIBIT B:  
DIRECT SERVICES**

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# **EXHIBIT B DIRECT SERVICES**

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## **1. Summary Scope of Services**

The Contractor or its Subcontractor(s) shall be responsible for the following:

- A. Providing a program for the separate Collection of Recyclable Materials, Organic Materials, and Solid Waste generated by and placed for Collection by Customers pursuant to the requirements of Exhibit B.
- B. Transporting Collected materials to the appropriate Approved or Designated Facilities pursuant to requirements of Exhibit B and Exhibit H;
- C. Processing Collected Recyclable Materials and Organic Materials at the appropriate Approved Facilities pursuant to the requirements of Exhibit B and Exhibit H;
- D. Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, contamination monitoring, record keeping, and reporting pursuant to Exhibit B, C (Public Education & Outreach Requirements), and F (Reporting Requirements);
- E. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;
- F. Paying all expenses related to Contractor's provision of services required by this Agreement including, but not limited to, taxes, regulatory fees (including City Fees and Reimbursements), and utilities;
- G. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations; and,
- H. Complying with all Applicable Laws.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 9 of the Agreement, the following Exhibit describes the programs which, in aggregate, represent the direct services to be performed under this Agreement by the Contractor.

## **2. Summary of Exhibit**

The following Exhibit presents the programs to be provided to each Customer Type by Contractor. Within each program description are specific requirements for the:

- Type and size of Containers or Service Level to be offered by Contractor under each program;
- Frequency of service to be offered by Contractor to Customers;

## **EXHIBIT B DIRECT SERVICES**

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- Location of service, including an indication of whether or not additional charges may apply if a Customer selects a location that is more costly to serve (e.g., back-yard service);
- Materials that are acceptable or prohibited within the program;
- Provision of additional services to the Customer if the standard Service Levels are inadequate, either on a regular or periodic basis, and an indication of whether or not additional charges may apply; and/or,
- Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in this Exhibit and Contractor shall promote such programs using the public education and outreach methods described in Exhibit C.

### **3. Starting/Changing Service**

#### **a. New Construction Single-Family Residential Customer:**

1. Customer must contact City of Huntington Beach ("City") to establish City Residential Collection service.
2. Customer will contact Contractor to order Carts and schedule delivery.
3. City will provide Contractor written confirmation of each new service order via email as requests are received and verified by City.
4. Contractor will schedule delivery, confirm directly with customer, and respond to City via return email to provide the delivery date.
5. Contractor will provide City with list of all Cart deliveries for new service one time monthly prior to the 10th of the month for all orders originating the prior month.

#### **b. Change Service Type (Commercial to Residential and Vice Versa):**

1. Owner of any Single-Family residence, duplex, triplex, or fourplex must first contact City to initiate a change from Commercial to Residential Collection, and vice versa.
  - a. All Dwelling Units within a duplex, triplex, or fourplex must utilize the same type of service, either Commercial or Residential, for all Dwelling Units within a building. Under no circumstances will property owner be allowed to mix and match services.
2. Customer must then contact Contractor directly to establish or discontinue Commercial service and to schedule Cart delivery. Contractor shall review the request and may conduct a site visit prior to a determination regarding a request for conversion.
3. City will provide written confirmation by 8:00 a.m. of the following workday of Residential service changes to Contractor. Contractor will not initiate such changes without written notification from City that Residential service has been established or cancelled.

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### **4. Bulky Items and Reusable Materials**

Contractor shall offer Bulky Item and Reusable Materials Collection services as described in this Exhibit. On-call Bulky Item and Reusable Materials Collection services shall be offered to Customers within a reasonable time but not longer than seven (7) calendar days of Contractor's receipt of such a Customer request for service, pursuant to this Exhibit B. Contractor shall make reasonable efforts to schedule on-call Bulky Item and Reusable Materials Collections on the same day as the Customers regular service day to limit accumulation of Bulky Items. Contractor shall Transport all Bulky Items or Reusable Materials Collected under this Agreement to an Approved Facility. Contractor shall pay all costs associated with Transporting and Processing Bulky Items and Reusable Materials. Contractor shall observe and comply with all regulations in effect at the Approved Facility and cooperate with and take direction from the operator thereof with respect to delivery of Bulky Items and/or Reusable Materials.

### **5. Single-Family Residential Services**

#### **a. Recyclable Materials Collection**

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers one (1) time per week from Single-Family (including townhouse with Cart service) Customers and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing.

<b>Containers:</b>	Carts
<b>Container Sizes:</b>	35-, 64-, and 96-gallons (or comparable sizes approved by the City). Standard Container size is 96-gallon. 64 or 35-gallon service shall be made available for no reduction in charge.  As requested by Customer, subject to Contractor confirmation of the Container size for adequate services and safe Collection operations at the Single-Family Premises.
<b>Service Frequency:</b>	One (1) time per week on the same day as Organic Materials and Solid Waste Collection services.
<b>Service Location:</b>	Curbside
<b>Acceptable Materials:</b>	Recyclable Materials
<b>Prohibited Materials:</b>	Solid Waste, Organic Materials, Excluded Waste
<b>Additional Service:</b>	Single-Family Customers shall receive one (1) Recyclable Materials Cart standard and Contractor shall provide additional Recyclable Materials Containers to Single-Family Customers upon request and Contractor may charge the Customer directly with the appropriate Rate in the rate schedule in accordance with Exhibit D.
<b>Other Requirements:</b>	Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Exhibit B.8.k and provided that Contractor leaves a Non-Collection Notice in accordance with Exhibit B.8.j of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

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### **b. Organic Materials Collection**

Contractor shall Collect Organic Materials placed in Contractor-provided Carts one (1) time per week from Single-Family Customers (including townhouses with Cart service) and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing.

- Containers:** Carts
- Container Sizes:** 35, 64, 96-gallons (or comparable size approved by the City). Standard Container size is 96-gallon. 64 or 35-gallon service shall be made available for no reduction in charge.
- As requested by Customer, subject to Contractor confirmation of the Container size for adequate services and safe Collection operations at the Single-Family Premises.
- Service Frequency:** One (1) time per week on the same day as Recyclable Materials and Solid Waste Collection service.
- Service Location:** Curbside
- Acceptable Materials:** Organic Materials (including Yard Trimmings and Food Waste)
- Prohibited Materials:** Recyclable Materials, Solid Waste, Excluded Waste
- Additional Service:** Single-Family Customers shall receive one (1) Organic Materials Cart standard and Contractor shall provide additional Organics Materials Containers to Single-Family Customers upon request and Contractor may charge the Customer directly with the appropriate Rate in the rate schedule.
- Other Requirements:** If Contractor's Approved Organic Facility accepts Compostable Plastic bags, Single-Family Customers may place Organic Materials in Compostable Plastic bags and then place the bagged Organic Materials into their Organic Materials Carts for Collection. Such bags must be labeled as "Compostable" by the manufacturer and certified by BPI. Contractor shall submit the required Compostable Plastic Processing notifications in accordance with Exhibit H of the Agreement.
- Contractor may refuse to Collect an Organic Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Exhibit B.8.k and provided that Contractor leaves a Non-Collection Notice in accordance with Exhibit B.8.j of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

### **c. Solid Waste Collection**

Contractor shall Collect Solid Waste placed in Contractor-provided Carts one (1) time per week from Single-Family Customers (including townhouse with Cart service) and Transport all Solid Waste to the Designated Disposal Facility for Disposal.

- Containers:** Carts
- Container Sizes:** 35-, 64-, and 96-gallons (or comparable sizes approved by the City). Standard Container size is 96-gallon. 64 or 35-gallon service shall be made available for no reduction in charge.

## **EXHIBIT B DIRECT SERVICES**

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As requested by Customer, subject to Contractor confirmation of the Container size for adequate services and safe Collection operations at the Single-Family Premises.

**Service Frequency:** One (1) time per week on the same day as Recyclable Materials and Organic Materials Collection service.

**Service Location:** Curbside

**Acceptable Materials:** Solid Waste

**Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste

**Additional Service:** Contractor shall provide additional Solid Waste Carts to Single-Family Customers upon request and Contractor may charge the Customer directly with the appropriate Rate in the rate schedule. Customers opting for 35- or 65-gallon Carts due to demonstrated ADA accommodation may receive up to three (3) 35-gallon Carts or two (2) 65-gallon Carts at no additional charge.

**Other Requirements:** None

### **d. On-Call Bulky Item/Reusable Materials Collection**

Contractor shall Collect Bulky Items, Reusable Materials, and other materials described herein from Single-Family Customers (including townhouse with Cart service). Contractor shall Transport all Collected materials to the appropriate Approved Facility or Designated Disposal Facility for reuse, Processing, or Disposal.

**Containers:** Not applicable

**Service Level:** Up to ten (10) Bulky Items/Reusable Materials

**Service Frequency:** Four (4) pickups per year per household

**Service Location:** Curbside

**Acceptable Materials:** Reusable Materials, Bulky Items, Recyclable Materials, Solid Waste (bagged not to exceed 40lbs per bag).

**Prohibited Materials:** Food Scraps, Hazardous Substances, abandoned automobiles, trees, Excluded Waste, Electronic Waste, Construction and Demolition waste including roofing, lumber, concrete, masonry, stucco, tile, carpet cuts, or any single item (e.g., large auto parts, etc.) that two people cannot safely handle.

**Additional Service:** Contractor shall Collect additional Acceptable Materials (as described herein) that exceed the required Service Level (as requested by Customer) and may charge the appropriate Rates approved by the City for such additional service.

**Other Requirements:** Contractor shall provide the service to the Customer on the regularly Scheduled collection day for their address but not longer than seven (7) days from the Customer's requested service date, as mutually agreed upon by the Customer and Contractor. Contractor shall Divert materials in alignment with current processes and CalRecycle's material recovery hierarchy: (1) reuse as is (where efficiency is not compromised); (2) disassemble for reuse or Recycling; (3) Recycle or Compost; and if none of the other options are practicable; then, (4) Dispose via the Bulky Item pickup program.

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### **e. Holiday Tree Collection**

Annually, commencing the first full week of January, the Contractor shall Collect holiday trees from Single-Family Customers (including townhouses with Cart service) for one (1) full week. Customers are required to place the holiday trees Curbside on the Customer's regularly scheduled Collection day. Holiday trees must be removed from stands; cut into lengths no longer than six (6) feet; and, be free of ornaments, garlands, tinsel, flocking, or other decorations. The Contractor shall not be required to Collect holiday trees that do not meet the aforementioned criteria. The Contractor shall affix a Non-Collection Notice to any non-Collected trees informing the Customer of the reason(s) for Non-Collection. Contractor may charge Rates in alignment with Exhibit D to return and Collect a previously non-Collected holiday tree that has been corrected and set out. Contractor shall deliver all Collected holiday trees to the Approved Organic Materials Processing Facility for Processing. Holiday tree Collection services shall be provided at no additional cost to the City or the Customer. Customers may also deliver Holiday trees to the Approved Transfer Facility for no additional charge from December 26 through January 31.

The above program will be a pilot program where the City and Republic can meet and confer after each annual holiday tree collection to determine if programmatic changes are required.

### **f. Temporary Bin Service**

Contractor shall provide exclusive Temporary Bin Service to Customers upon request for Collection of Solid Waste, Recyclable Materials, and Organic Materials. Contractor must deliver a Temporary Bin to a Customer by the following business day (excluding Saturday, Sunday or Holidays), if requested by 12:00 noon; otherwise, delivery shall be no later than the second day, or as mutually agreed upon between Contractor and Customer. Rates for Temporary Bin Service are listed separately in the Rate schedule.

## **6. Multi-Family Residential Services**

### **a. Recyclable Materials Collection**

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Multi-Family Customers receiving Solid Waste Bin service in accordance with the Rate schedule and shall Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing. Recyclable Materials Collection Services shall be provided to Multi-Family Customers in accordance with the Rate schedule.

<b>Containers:</b>	Carts, Bins
<b>Container Sizes:</b>	35-, 64-, and 96-gallon Carts (or comparable size approved by the City); and 1-, 2-, and 3-cubic yard Bins, and 3 cubic yard Split-Bins (on case by-case basis). As requested by Customer, subject to Contractor confirmation of the Container size for adequate services and safe Collection operations at the Multi-Family Premises.
<b>Service Frequency:</b>	Up to five (5) times per week but not less than one (1) time per week (as requested by Customer).
<b>Service Location:</b>	To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the Customer subject to Contractor confirmation of the service location for safe Collection operations at the Multi-

## **EXHIBIT B DIRECT SERVICES**

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- Family Premises.
- Acceptable Materials:** Recyclable Materials
- Prohibited Materials:** Organic Materials, Solid Waste, Excluded Waste
- Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the appropriate Rate in the rate schedule. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.
- Other Requirements:** Contractor shall make contact with each and every Multi-Family Customer to determine appropriate Container sizes and service frequency.
- Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers (additional charge may apply).
- Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Exhibit B.8.k and provided that Contractor leaves a Non-Collection Notice in accordance with Exhibit B.8.j of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

### **b. Organic Materials Collection**

Contractor shall Collect Organic Materials in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing. Organic Materials Collection services shall be provided to Multi-Family Customers receiving Solid Waste Bin service in accordance with the Rate schedule.

- Containers:** Carts, Bins
- Container Sizes:** 35-, and 65-gallon Carts (or comparable size approved by the City); and, 1-cubic yard Bins.  
As requested by Customer, subject to Contractor confirmation of the Container size for adequate services and safe Collection operations at the Multi-Family Premises.
- Service Frequency:** Up to three (3) times per week but not less than one (1) time per week, as requested by the Multi-Family Customer.
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the Customer subject to Contractor confirmation of the service location for safe Collection operations at the Multi-Family Premises.
- Acceptable Materials:** Organic Materials (including Yard Trimmings and Food Waste)
- Prohibited Materials:** Recyclable Materials, Solid Waste, Excluded Waste
- Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the appropriate Rate in the rate schedule. Such additional picks-ups can be scheduled equating to up to six (6)

## EXHIBIT B DIRECT SERVICES

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days per week total service.

**Other Requirements:** Contractor shall make contact with each and every Multi-Family Customer to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).

Contractor may refuse to Collect an Organic Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Exhibit B.8.k and provided that Contractor leaves a Non-Collection Notice in accordance with Exhibit B.8.j of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.

### **c. Solid Waste Collection**

Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Solid Waste to the Designated Disposal Facility for Disposal.

**Containers:** Carts, Bins

**Container Sizes:** 96-gallon Carts (or comparable size); and 1-, 2-, and 3-cubic yard Bins, 2- and 3-cubic yard mini packer, and 3-cubic yard Split-Bins (offered on a case-by-case basis).

As requested by Customer, subject to Contractor confirmation of the Container size for adequate services and safe Collection operations at the Multi-Family Premises.

**Service Frequency:** Up to six (6) times per week but not less than one (1) time per week, as requested by Customer.

**Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the Customer subject to Contractor confirmation of the service location for safe Collection operations at the Multi-Family Premises.

**Acceptable Materials:** Solid Waste

**Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste

**Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the appropriate Rate in the rate schedule.

**Other Requirements:** Contractor shall make contact with each and every Multi-Family Customers to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers (additional charge may apply).

## **EXHIBIT B DIRECT SERVICES**

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### **d. Scout Vehicles**

Upon Customer request, Contractor shall provide scout service, whereby Contractor will access Containers using a small vehicle either to move Containers to street or other public right-of-way for Collection, or Collecting directly from Container storage location, or retrieve a Container when operationally required in order to safely position the Container for Collection. If the Customer's Containers are located over 25 feet from Collection point. Contractor shall provide scout service in accordance with the approved Scout/Pullout Rate schedule For Containers in Bin enclosures, the measurement of distance shall be from location of the Container once removed from the enclosure to the point of Collection. In the event of a dispute between Contractor and Customer as to whether scout service will be used, the City Manager will make the final determination.

Customers requiring Bin pullout service and scout service shall only be charged for scout service in accordance with the approved Scout/Pullout Rate schedule.

If Contractor must place a Container in the public right-of-way to facilitate Collection, Contractor shall not permit the Container to remain in the public right-of-way over four hours or block emergency access at any time. In the case of emergency access being blocked by Contractor's Containers, City of Customer may contact Contractor to immediately remediate the access issue. If City of Customer alerts Contractor of the need for a Container to be returned promptly from public right-of-way due to access issues, Contractor shall work with City or Customer to return Container as soon as possible during regular Collection service. If the Container is stored under a chute for Collection, the Container must be serviced and returned immediately.

### **e. Bin Pullout Service**

When bins are located over 25 feet from the designated Collection point, Contractor may provide Bin pullout service, whereby Contractor will move Containers manually at time of service to facilitate Collection. The Contractor may charge the scout/pullout service rates included in the approved Scout/Pullout Rate schedule. For Containers in Bin enclosures, the measurement of distance shall be from location of the Bin once removed from the enclosure to the point of Collection. In the event of a dispute between Contractor and Customer as to whether pullout service will be used, the City Manager will make the final determination.

Customers requiring Bin pullout service and scout service shall only be charged for scout service in accordance with the approved Rate schedule.

## **7. Commercial Services**

### **a. Recyclable Materials Collection**

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Commercial Customers subscribing to Recyclable Materials Collection service and Transport all Recyclable Materials to the Approved Recyclable Materials Processing Facility for Processing. Recyclable Materials Collection services shall be provided to Commercial Customers in accordance with the approved Rate schedule.

## **EXHIBIT B DIRECT SERVICES**

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<b>Containers:</b>	Carts, Bins, Roll-Off Boxes, and Compactors
<b>Container Sizes:</b>	96-gallon Carts (or comparable size); 1-, 2-, and 3- cubic yard Bins; 3 cubic yard Split-Bins (on a case-by-case basis); and 8-, 20-, and 40- cubic yard Roll-Off Boxes; or, Customer Owned Compactors As requested by Customer, subject to Contractor confirmation of the Container size for adequate services and safe Collection operations at the Commercial Premise.
<b>Service Frequency:</b>	Up to five (5) times per week but not less than one (1) time per week, as requested by Customer;
<b>Service Location:</b>	To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the Customer subject to Contractor confirmation of the service location for safe Collection operations at the Commercial Premises.
<b>Acceptable Materials:</b>	Recyclable Materials
<b>Prohibited Materials:</b>	Organic Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the appropriate Rate in the rate schedule. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.  Contractor shall make Container covers available for the rate in the approved schedule to assist with water quality compliance standards in areas such as beaches and City yard locations.
<b>Other Requirements:</b>	Contractor shall make contact with each and every Commercial Customer to determine appropriate Container sizes and service frequency. Contractor shall deliver Recyclable Materials Containers to each and every Commercial Customer at the same time that the Contractor delivers Solid Waste Containers, unless that Commercial Customer is exempted from Recyclable Materials services by the City or has demonstrated to the City that it is Diverting Recyclable Materials through other City-approved methods.  Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply); provided, however, Containers must be placed in the agreed upon service location for Collection.  Contractor may refuse to Collect a Recyclable Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Exhibit B.8.k and provided that Contractor leaves a Non-Collection Notice in accordance with Exhibit B.8.j of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address, and material type of the Container in question.  Contractor shall not change the list of accepted Recyclable Materials, as defined

## **EXHIBIT B DIRECT SERVICES**

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in Exhibit I, without express approval from the City.

### **b. Organic Materials Collection**

Contractor shall Collect Organic Materials placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Organic Materials to the Approved Organic Materials Processing Facility for Processing. Organic Materials Collection services shall be provided to Commercial Customers in accordance with the approved Rate schedule.

- Containers:** Carts, Bins, Compactors
- Container Sizes:** 32-, and 64-gallon Carts (or comparable size approved by the City); 1- cubic yard Bins, 8-, 20-, and 40-cubic yard Roll-Off Containers and, Customer-owned Compactors  
As requested by Customer, subject to Contractor confirmation of the Container size for adequate services and safe Collection operations at the Commercial Premise.
- Service Frequency:** Up to three (3) times per week but not less than one (1) time per week, as requested by Customer. Restaurants are required to have a minimum Service Level with a frequency per the City's Municipal Code.
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the Customer subject to Contractor confirmation of the service location for safe Collection operations at the Commercial Premises.
- Acceptable Materials:** Organic Materials (including Yard Trimmings and Food Scraps)
- Prohibited Materials:** Recyclable Materials, Solid Waste, Excluded Waste
- Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the appropriate Rate in the rate schedule. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.  
Contractor shall make Container covers available for the rate in the approved schedule to assist with water quality compliance standards in areas such as beaches and City yard locations.
- Other Requirements:** Contractor shall make contact with each and every Commercial Customer to determine appropriate Container sizes and service frequency. Contractor shall deliver Organic Materials Containers to each and every Commercial Customer at the same time that the Contractor delivers Solid Waste Containers, unless that Commercial Customer is exempted from Organic Materials services by the City or has demonstrated to the City that it is Diverting Organic Materials through another City-approved method.  
Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply); provided, however, Containers must be placed in the agreed upon service location for Collection.  
Contractor may refuse to Collect an Organic Materials Container that contains Prohibited Container Contaminants in the manner and subject to the limits described in Exhibit B.8.k and provided that Contractor leaves a Non-Collection

## **EXHIBIT B DIRECT SERVICES**

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Notice in accordance with Exhibit B.8.j of this Agreement. Contractor shall keep a record of all Non-Collection Notices and Courtesy Pick-Up Notices issued to Customers, recording at a minimum the date, Customer address and material type of the Container in question.

### **c. Solid Waste Collection**

Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Solid Waste to the Designated Disposal Facility for Disposal. Solid Waste Collection services shall be provided to Commercial Customers in accordance with the approved Rate schedule.

- Containers:** Carts, Bins, Roll-Off Boxes, Compactors.
- Container Sizes:** 1-, 2-, 3-cubic yard Bins, 2- and 3-cubic yard mini packer; 2- and 3- cubic yard Split-Bins (offered on a case-by-case basis); 8-, 20-, and 40- cubic yard Roll-Off Boxes; or Customer Owned Compactors.  
As requested by Customer, subject to Contractor confirmation of the Container size for adequate services and safe Collection operations at the Commercial Premise.
- Service Frequency:** Up to six (6) times per week but not less than one (1) time per week, as requested by Customer. Restaurants are required to have a minimum Service Level with a frequency per the City's Municipal Code.
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the Customer subject to Contractor confirmation of the service location for safe Collection operations at the Commercial Premises.
- Acceptable Materials:** Solid Waste
- Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste
- Additional Service:** Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the appropriate Rate in the rate schedule. Such additional picks-ups can be scheduled equating to up to six (6) days per week total service.  
Contractor shall make Container covers available for the rate in the approved schedule to assist with water quality compliance standards in areas such as beaches and City yard locations.
- Other Requirements:** Contractor shall make contact with each and every Commercial Customer to determine appropriate Container sizes and service frequency.  
Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply); provided, however, Containers must be placed in the agreed upon service location for Collection.

### **d. Scout Vehicles**

Upon Customer request and approval by the City Manager, Contractor shall provide scout service in accordance the approved Rate schedule, whereby Contractor will access Containers using a small vehicle

## **EXHIBIT B DIRECT SERVICES**

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either to move Containers to street or other public right-of-way for Collection, or Collecting directly from Container storage location, or retrieve a Container when operationally required in order to safely position the Container for Collection. In the event of a dispute between Contractor and Customer as to whether scout service will be used, the City Manager will make the final determination.

Customers requiring Bin pushout service and scout service shall only be charged for scout service in accordance with the approved Rate schedule.

If Contractor must place a Container in the public right-of-way to facilitate Collection, Contractor shall not permit the Container to remain in the public right-of-way over one hour. If the Container is stored under a chute for Collection, the Container must be serviced and returned immediately.

Any changes to the Customer scout service list shall be approved by City prior to Contractor adding or removing this service for any Customer.

### **e. Bin Pushout Service**

Upon Customer request, Contractor shall provide Bin pushout service, whereby Contractor will move Containers manually to facilitate Collection. The Contractor may charge the pushout rates included in the approved Rate schedule. For Containers in Bin enclosures, the measurement of distance shall be from location of the Bin once removed from the enclosure to the point of Collection. In the event of a dispute between Contractor and Customer as to whether pushout service will be used, the City Manager will make the final determination. If a Bin pushout fee is charged, then a scout service fee shall not be charged.

### **f. Temporary Service**

Contractor shall provide exclusive Temporary Service to Customers upon request for Collection of Solid Waste, Recyclable Materials, and Organic Materials. Contractor must deliver a Temporary Container to a Customer by the following business day (excluding Saturday, Sunday, or Holidays), if requested by 12:00 noon; otherwise, delivery shall be no later than the second day. Rates for Temporary Service are listed separately in the approved Rate schedule

## **8. Other Direct Services**

### **a. Commercial Customer Services to City Facilities**

Contractor shall Collect Recyclable Materials, Organic Materials, and Solid Waste, from City facilities (including some parks) in the same manner as those services are provided to Commercial Customers and shall provide designated personnel in accordance with Section 5(B) of this Agreement. Contractor shall provide service to all requested City facilities identified as well as any future City facilities established after the Effective Date. Contractor shall provide these services at a charge against the City Annual Service Allowance per Agreement Section 6(H). City facility service as described by this Section shall include Roll-Off Box Collection service, and periodic Bulky Item Collection. Contractor shall deliver Roll-Off Boxes within two (2) Working Days of City's reasonable request and contingent upon Contractor's ability to perform. Contractor shall Collect, empty, and return Roll-Off Boxes within (2) Working Days of City

## **EXHIBIT B DIRECT SERVICES**

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request. Contactor shall remove and not return Roll-Off-Boxes within (2) Working Days of City request. Contractor shall provide City-sponsored event services pursuant to Exhibit B.8.f of the Agreement.

### **b. Other City Events**

#### **i. General**

Contractor shall provide at least two (2) of the following events annually. City to provide Contractor preference for each calendar year for the type and number of each event. If additional events are requested by the City, Contractor shall provide these services at a charge against the City Annual Service Allowance per Agreement Section 6(H).

#### **ii. Shredding Event(s)**

For Residential service Customers, Contractor shall provide at least one (1) annual shredding event(s) free of charge with one (1) Contractor staff member present. Contractor may require proof of residency at such event(s). The location of the event(s) shall be within the City of Huntington Beach and shall occur in the month agreed upon by the City Public Works Director and Contractor. The limit of shredded material accepted will be three (3) standard office storage boxes per Residential Premises. Where appropriate, this limit may be waived by Contractor on a case-by-case basis.

#### **iii. Compost Give-a-Ways**

In order to help educate Customers regarding the process and benefits of Organic Waste Recycling, Contractor will sponsor annual Compost give-a-way event(s) on Saturdays, which may be coordinated with America Recycles Day and/or Earth Day, at which residents shall receive free Compost. Contractor shall maintain records of the amount of Compost distributed to residents, and report that amount to the City after each event in alignment with SB 1383 recordkeeping requirements.

### **c. Provision of Compost and Mulch Product**

#### **i. General**

Upon City request, Contractor shall assist the City to achieve the requirement for recovered Organic Waste specified in SB 1383. Upon request, Republic shall:

1. procure and provide to the City California derived Compost and/ or Mulch; and/ or,
2. purchase Renewable Natural Gas obtained from California derived sources.

#### **ii. Contractor shall perform the following activities:**

1. Bulk Compost and/ or Mulch for City Use. If requested by City, Republic Services shall provide to the City bulk Compost, Mulch, or both to assist the City to achieve the City's recovered

## **EXHIBIT B DIRECT SERVICES**

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Organic Waste product purchasing requirements as needed to comply with SB 1383. The City will notify Contractor of the City's needs for delivery of Compost, Mulch, or both, throughout each calendar year including the desired Tonnage of each material. Contractor shall deliver Compost, Mulch, or both, at an agreed upon date and time by the Manager to any accessible location within City limits. The City will specify the material type (Compost, Mulch, or both) to be provided and will review the quality specifications provided by Contractor of the selected material type for any given application. If requested, Contractor shall provide material to meet quality specifications provided by City in advance of any delivery request. Contractor shall be entitled to compensation for actual costs of providing Compost and/ or Mulch. Contractor shall provide City with copies of supporting documentation, such as invoices from Compost/ Mulch producers, for the purchase of Compost/ Mulch, and transportation invoices from providers that deliver the Compost/ Mulch. City shall remit compensation directly to Contractor through payment of monthly invoices submitted by Contractor. Contractor shall use OCW&R Greeneries or similar locally derived source of equivalent quality and cost. Transportation of material from OCW&R Greeneries to be included in CAP while material remains free from OCW&R.

2. Use of RNG. Republic shall use reasonable business efforts to use California- derived Renewable Natural Gas in Collection Vehicles. Contractor will annually investigate the ability to procure qualified RNG with their fueling provider and will implement the use of such fuel to the maximum available extent provided that the premium cost of qualified RNG does not cause Contractor's total fuel expense to increase by more than 10%. Contractor shall make best efforts to seek and utilize RNG that is purchased through a wheeling agreement with a party(ies), provided that the wheeling agreement is for purchase of gas derived from Organic Waste that has been Diverted from a landfill and Processed at an in-vessel digestion Facility that is permitted or otherwise authorized by 14 CCR to Recycle Organic Waste and meets SB 1383 requirements. Contractor shall maintain records of the amount of RNG purchased and shall report this information in accordance with Exhibit F. Contractor shall agree to the City the right to report this RNG usage toward the City's fulfilment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.
3. Bulk Compost and/or Mulch for Private Uses. If the City is unable to use the full amount of Compost, Mulch, or both, acquired under Exhibit B.8.c above, Contractor shall use best efforts to arrange the legal donation of the remainder of the City's Compost/Mulch to other productive uses. A Contractor shall be entitled to compensation for actual costs, such as additional transportation and/ or materials handling costs, of donating Compost and/ or Mulch.

### **iii. SB 1383 Procurement.**

Republic agrees that all RNG, Compost, Mulch, or a combination of the products provided through this Agreement shall comply with the municipal procurement requirements of SB 1383, including being generated from California Organic Waste products, as defined by SB 1383 for each applicable material type.

In the event the City determines that it wants to procure SB1383 recovered organic waste products from Contractor, then this shall constitute a modification to existing services.

## **EXHIBIT B DIRECT SERVICES**

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Upon City request, Republic shall assist the City in development of a plan to meet the per capita California Organic Waste Products procurement requirements of SB 1383.

### **d. Waste Generation, Characterization, and Pilot Studies.**

Contractor acknowledges that City, CalRecycle, or other governmental agencies may wish to perform generation and characterization studies periodically with respect to materials covered under this Agreement. Contractor agrees to participate and cooperate with City and its agents and to perform studies and data collection exercises on mutually agreeable terms and time frames, as needed, to determine weights, volumes and composition of materials generated, Disposed, Diverted or otherwise Processed.

Contractor acknowledges that the County, in coordination with the City, is required by SB 1383 to conduct Organic Waste and Edible Food capacity planning studies. The Contractor shall provide information to the City as needed for the City's participation in such capacity planning studies. This information and/or participation may include, but is not limited to, conducting or supporting waste characterization studies; providing information regarding existing and potential new or expanded capacity in the Contractor's operations for the Collection, Transport, or Processing of Recyclable and Organic Materials; and any other information deemed necessary by the City or County for purposes of the study. The Contractor shall respond to any request for information from the City within thirty (30) days, unless another timeframe is otherwise specified or authorized by the City.

Contractor acknowledges that the City may, wish to conduct and/or participate in pilot studies related to the Customers and materials that are the subject of this Agreement. If City requires Contractor to participate in any such a pilot study, Contractor and City shall mutually agree on the scope of services to be provided by Contractor and the amount of compensation, if any, that the City will pay to Contractor for such participation. In any event, Contractor shall permit and in no way interfere with the Collection and handling of the subject materials by other Persons for such purposes.

### **e. Abandoned Waste Collection**

Contractor shall, respond to calls from City's Maintenance and Code Enforcement Divisions and from its Police Department, to Collect and Dispose of Bulky Items and other Solid Waste as a result of illegal or unauthorized dumping, or other Code enforcement matters, occurring within City. Republic agrees that if requested to provide such services in connection with abatement activities, they will charge the City against the City Annual Service Allowance per Section 6(H). Upon receipt of a call for service from City made pursuant to this Section, Republic shall advise City within four (4) hours as to when service will be provided, and unless otherwise agreed by City service shall be provided within twenty-four (24) hours.

### **f. City Sponsored Events**

Contractor shall provide Recyclable Materials, Organic Materials, and Solid Waste services to City sponsored events to Collect and Dispose of, or Process, all Discarded Materials in compliance with SB 1383 where applicable. Services will be charged in accordance with the approved Rate schedule against the City Annual Service Allowance per Section 6(H). Special event services include all of the following unless specifically waived in writing by City Manager.

## **EXHIBIT B DIRECT SERVICES**

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**i. Roll-Off Boxes.**

Upon request, Contractor shall provide Containers for the aggregation of material removed from event Collection stations during the course of the event. Contractor shall provide Containers in sufficient number of appropriate type(s) for the needs of the event as determined by Contractor in cooperation with the City and/or the event organizer. Contractor shall service Containers, as agreed-upon with the City and/or the event organizer, and deliver Collected materials to the appropriate Approved Facility for Processing and/or Disposal.

**ii. Public Education Booth.**

Upon request of either the City Manager or the event organizer, Contractor shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by Contractor under this Agreement and the benefits of source reduction, reuse, Recycling, and Composting. This program is to be provided for no additional charge to the City or the event.

**iii. Reporting.**

Upon request, within fourteen (14) calendar days of the end of the event, Contractor shall submit a report to the City Manager and event organizer. The report should include, at a minimum: the Tonnage of each material type (i.e., Recyclable Materials, Organic Materials, and Solid Waste) Collected, and a description of the public education provided at the event.

Contractor may, at its sole discretion and expense, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an organization, Contractor shall be responsible for ensuring that service is provided to the Customer in a professional and timely manner.

For special events which are not City sponsored events, in alignment with Exhibit B.8.f, Contractor shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event, or provide the services at their sole expense, at no cost to the City or ratepayers.

### **g. Large Venue and Event Assistance, Event Recycling**

Contractor shall assist City planners of Large Venue events with reporting and planning needs to provide Source Separated Recycling and Organics Materials Diversion as may be useful in meeting the requirements of AB 2176 and SB 1383, and in lowering Disposal quantities generated at such events by providing planning and reporting assistance no additional charge.

### **h. Special City Projects**

Contractor shall annually supply Containers for the Collection of Solid Waste, Recyclable Materials, and Organic Waste for City cleanups at no additional charge to Customers. Contractor may charge the requested Containers to the City against the City Annual Service Allowance per Section 6(H). City staff is responsible to fill Containers at special City project events.

Dates and locations of special City projects shall be determined by City. City staff shall inform Contractor of the date and location for each project.

All material Collected must be Transferred, Processed, and/or Disposed in accordance with SB 1383.

## **EXHIBIT B DIRECT SERVICES**

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### **i. Public Litter Container Collection**

Contractor to service, upon request of City Manager, public litter Containers within the City and will charge the City against the City Annual Service Allowance per Section 6(H) at the Rate in the approved Rate schedule, subject to increases in rates in accordance with the Agreement. Public litter Containers are provided by the City. Any liners or other items needed to continue service shall be provided by Contractor. City shall provide liners for specialized containers. If Service Levels are not sufficient to ensure Containers do not become full, Service Levels shall be increased. If additional public litter Containers are added, Contractor will service such Containers at the Rate in the approved Rate schedule.

### **j. Non-Collection, Courtesy Noticing.**

- i. Within thirty (30) days of the Effective Date, Contractor shall develop, and submit to the City Manager for review and approval, and as per the requirements of Exhibit B.
  1. A template Non-Collection Notice, for use in instances of acceptable non-Collection of Discarded Materials; and,
  2. A template Courtesy Pick-Up Notice, for use in instances of improper set-out of Discarded Materials, or as further described in Exhibit B.8.k, which the Contractor, at its sole option, elects to Collect as a courtesy to the Customer.

Per the requirements identified in Exhibit B, in the event that Contractor encounters circumstances at a Customer Premises which prevents the Contractor from Collecting Discarded Materials which have been placed for Collection, Contractor shall leave a Non-Collection Notice at the Customer Premises clearly explaining Contractor's reason for refusal to Collect the Discarded Materials. Contractor shall not be required to Collect Discarded Materials which are reasonably believed to contain Excluded Waste. Contractor may propose an alternative to a paper Non-Collection Notice left at Customer Premises (e.g., Customer notification via a phone call or e-mail) subject to City approval. Such an alternative must involve pro-active communication with Customer, initiated by Contractor.

In the event that Contractor encounters circumstances at a Customer Premises which allow for safe Collection of Discarded Materials, but do not otherwise reflect proper set-out procedures (including, but not limited to spills not caused by the Contractor, Carts placed too close together, Carts placed in front of one another, and/or Carts placed too close to parked cars), Contractor shall Collect the material and leave a Courtesy Pick-Up Notice at the Customer Premises clearly explaining how the Customer failed to comply with proper set-out procedures.

Contractor may educate the public on proper set-out procedures designed to maximize the efficiency of Collection (e.g., Carts spaced one (1) foot apart). However, Contractor acknowledges that such procedures are not practical in all circumstances and failure of the Customer to follow such procedures does not constitute a reason for non-Collection if the Discarded Materials may be safely and reasonably serviced at their designated service location by the Contractor's route drivers dismounting their Collection vehicles and repositing Containers as necessary to provide Collection service. Contractor may not require a Customer to set out the Customer's Containers in such a manner that would block vehicle access to Customer's driveway. Contractor and Customers may mutually agree to uncommon service locations if necessary for Collection in specific areas (e.g., setting out all of the Carts in a court in a line down the middle of the court as

## **EXHIBIT B DIRECT SERVICES**

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opposed to Curbside.)

Contractor may refuse to Collect Recyclable Materials or Organic Materials Containers which are contaminated in accordance with Exhibit B and shall leave an approved Non-Collection Notice informing Customer how to properly separate materials.

- ii. **Development and Review of Collection Specifications.** Contractor shall work with the City to develop standard specifications for Collection Container enclosures at new or remodeled Commercial and Multi-Family Premises when requested by City or Customer. These specifications shall be developed to ensure that the Collection Container enclosures are built to provide adequate space for and suitable configuration to allow the Contractor to safely and efficiently service Recyclable Materials, Organic Materials, and Solid Waste Containers. Contractor's Operations Manager or other appropriately qualified staff shall, upon request by the City Manager, provide a review of plans for new Multi-Family and Commercial development or project design drawings. Contractor shall provide comments and recommendations resulting from the review in writing within ten (10) Working Days of receipt of the documents for review. In each review report, Contractor shall comment on the acceptability of the proposed enclosure arrangements in terms of: i) the adequacy of space for Recyclable Materials, Organic Materials, and Solid Waste Containers; ii) the accessibility of the Containers for Collection including whether additional charges (e.g., pull-out or scout service, etc.) would apply; and iii) ease of use by tenants.

### **k. Contamination Monitoring**

#### **i. Annual Route Reviews**

- a. **Methodology.** The Contractor shall, at its sole expense, conduct route reviews of Containers for Prohibited Container Contaminants in a manner that meets the requirements of this Section; is approved by the City; and results in all routes being reviewed at least annually.

The Contractor's route review shall include all Container types in service (Recyclable Materials, Organic Materials, and Solid Waste Containers) for all Customer Types. The Containers shall be randomly selected prior to beginning the route review.

Contractor shall conduct route reviews that include inspection of the contents of Customers' Collection Containers for Prohibited Container Contaminants in a manner such that a minimum of Containers on each and every hauler route are randomly inspected annually to meet the requirements of SB 1383.

Contractor shall develop a specific route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed route review methodology for the coming year to the City no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each route's annual review. Contractor's proposed route review methodology shall include not only its plan for Container inspections but shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. The City will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

## **EXHIBIT B DIRECT SERVICES**

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If CalRecycle notifies the Contractor or City that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining CalRecycle approval, conduct additional route reviews, increased Container inspections, or implement other changes using the revised procedure.

The City Manager, or their designee, may request, and Contractor shall accept, reasonable modifications to the schedule to permit observation of the route reviews by the City. In addition, Contractor shall provide an email notice to the City no less than ten (10) Working Days prior to each scheduled Route review that includes the specific time(s), which shall be within the City's normal business hours, and location(s).

- b. **Contamination Notification.** Upon identification of Prohibited Container Contaminants in a Customer's Container during an annual route review, Contractor shall provide the Customer with a notice of contamination in the form of a Courtesy Pick-Up Notice.

### **ii. Residential Route Collection Contamination Monitoring**

- a. **Methodology.** The Contractor may perform ongoing oversight monitoring of Containers for Prohibited Container Contaminants during standard Container Collection through driver observation and/or the integration of artificial intelligence in optical scanning technology and/or digital photography of a Customer's Container. If Contractor elects to use artificial intelligence in optical scanning technology to monitor Containers for Prohibited Container Contaminants, Contractor shall submit a proposed implementation methodology to the City. The implementation methodology shall include a process for verifying the technology's accuracy in identifying Prohibited Container Contaminants and mechanisms for suspending use of the technology if an unreasonable number of inaccuracies are identified through Customers or City review. Contractor shall provide all photos, videos, and/or other data collected from artificial intelligence for a contamination event upon request by the City or Customer.
- b. **Residential Contamination Notification.** Upon Contractor identification of Prohibited Container Contaminants in a Residential Container by the above methodology(ies), Contractor shall provide the Customer with a notice of contamination. The notice may be in the form of a physical Courtesy Pick-Up Notice or a Non-Collection Notice, provided through email, SMS text message, direct mail, or other City approved notification method as determined by Contractor staff based on Customer's preferred communication method. Any Customer contamination notification shall include: 1) a description of the Prohibited Container Contaminants observed within the Customer's Container(s); 2) the date and time the Prohibited Container Contaminants were observed in the Customer's Container(s); and 3) what are acceptable and prohibited materials for each Container, and how to properly separate materials into the appropriate Containers. Contractor shall not issue Residential Customers a Contamination Processing Fee. If Contractor does not Collect a Container due to contamination and leaves a Non-Collection Notice, upon request from Customer, Contractor shall Collect Containers that received a Non-Collection Notice within one (1) Working Day of the Customer's request if the request is made at least two (2) working days prior to the regularly scheduled Collection day. Contractor shall direct bill the Customer for the extra Collection service event ("extra pick-up") at the applicable Rates, only if Contractor notifies the Customer of the premium Rate for this service at the time the request is made.

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- c. **Residential Courtesy Pick-Up Notice.** Upon Contractor identification during a Container Collection event of Prohibited Container Contaminants in a Container, Contractor shall provide the Customer a Courtesy Pick-Up Notice by mail, e-mail, or text message or another City approved alternative notification method. Contractor may also attach or adhere a Courtesy Pick-Up Notice to the contaminated Containers. Contractor shall not be required to provide a physical Courtesy Pick-Up Notice if the Prohibited Container Contaminants are identified through optical scanning or photography if the contaminants are identified after the Container has been serviced and Contractor's staff have left the property. Contractor shall ensure customers are provided with a Courtesy Pick-Up Notice via the Customers preferred notification method.

The Residential Courtesy Pick-Up Notice shall:

1. Inform the Customer of the observed presence of Prohibited Container Contaminants;
2. Include the date and time the Prohibited Container Contaminants were observed;
3. Include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in each Container;
4. Inform the Customer of the courtesy pick-up of the Prohibited Container Contaminants on this occasion with information that following two (2) instances of Prohibited Container Contaminants; Contractor may issue a Non-Collection Notice.

Contractor shall Collect the contaminated Recyclable Materials and/or Organic Materials Containers and either Transport the material to the appropriate Approved Facility for Processing; or, Contractor may Collect the contaminated materials with the Solid Waste and Transport the contaminated materials to the Designated Disposal Facility. A Courtesy Collection of contaminated Recyclable Materials or Organic Materials where the materials are sent to the Designated Disposal Facility may be made with a Solid Waste Collection vehicle, provided that the Prohibited Container Contaminants may safely and lawfully be Collected as Solid Waste.

- d. **Non-Collection Notice.** Upon identification of Prohibited Container Contaminants in a Container in excess of standards agreed upon by the Parties or Excluded Waste, Contractor may provide a Non-Collection Notice to the Generator.

The Non-Collection Notice shall, at a minimum:

1. Inform the Customer of the reason(s) for non-Collection;
2. Include the date and time the notice was left or issued;
3. Describe the premium (extra pickup) charge to Customer for Contractor to return and Collect the Container after Customer removes the Contamination;
4. Provide a warning statement; and,
5. Indicate the availability of photographic evidence of the violation(s) is made available to the Customer upon Customer request of Contractor.

### **iii. Commercial and MFD Route Collection Contamination Monitoring**

- a. **Methodology.** The Contractor may perform ongoing oversight monitoring of Commercial and

## **EXHIBIT B DIRECT SERVICES**

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Multi Family Dwelling (MFD) Containers for Prohibited Container Contaminants during standard Container Collection through driver observation and/or digital photography of a Customer's Container. If Contractor elects to use artificial intelligence in optical scanning technology to monitor Containers for Prohibited Container Contaminants, Contractor shall submit a proposed implementation methodology to the City. The implementation methodology shall include a process for verifying the technology's accuracy in identifying Prohibited Container Contaminants and mechanisms for suspending use of the technology if an unreasonable number of inaccuracies are identified through Customer or City review. Contractor may provide the Customer with a notification of the observed Container contamination in the Customer's online account. Customer's account notification shall include the date the contamination was observed and a photo or photos of the contamination event.

- b. Notification and Assessment of Contamination Processing Fee.** For Commercial and Multi-Family Bin Customers, if the Contractor observes ten percent (10%) or more Prohibited Container Contaminants the Contractor may impose a Contamination Fee. Upon Contractor identification of Prohibited Container Contaminants in a Commercial or MFD Container by the above methodology(ies), Contractor shall provide the Customer with a Contamination Processing Fee Notice and include the Contamination Processing Fee on the Customer's next scheduled invoice noting the date of the assessment of the fee.

The intent of Commercial Contamination Processing Fees are to provide a behavioral tool to educate and prevent Customers from placing Source Separated Discarded Materials into the improper designated Container(s). To ensure that assessment of Contamination Processing Fees are to be used for the intended purposes and not as a form of revenue generation, Contractor agrees that Contamination Processing Fees shall not exceed three percent (3%) of Contractor's Gross Receipts in any calendar quarter. In the event that Contamination Processing Fees exceed three percent (3%) of Contractor's Gross Receipts in any calendar quarter, the assessment of Contamination Processing Fees shall be suspended immediately and indefinitely pending a program assessment by the City and Contractor. Upon program suspension or at the request of the City at any time during the Term of the Agreement, City and Contractor shall meet and confer regarding the application and effectiveness of Contamination Processing Fees in accomplishing the behavior change. If the program is suspended due to excessive revenue generation, the City may require Contractor to either: i) modify the program parameters; ii) modify the amount of the Contamination fee; or, iii) return to the City any funds generated by the Contamination Processing Fee which exceed three percent (3%) of Contractor's Gross Receipts for a given period of time.

- c. Dispute of Contamination Processing Fee.** In the event a Customer seeks to dispute a Contamination Processing Fee, Customer shall contact Contractor and provide specific information or photographic evidence to support Customer's belief that the Contamination Processing Fee is not valid. Contractor will review information presented by Customer as well as the account service Collection event information to determine if the Contamination Processing Fee is valid or should be removed. The City reserves the right to review and overturn any Contamination Processing Fee assessed by the Contractor, provided the City presents sufficient evidence from a Customer demonstrating that the Collection event in question did not include Prohibited Container Contaminants or that the fee was otherwise improperly applied.

## **EXHIBIT B DIRECT SERVICES**

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### **iv. Overage Events and Charges**

Contractor may identify Container Overages through driver observation, and/or the integration of artificial intelligence in optical scanning technology and/or digital photography of a Customer's Container.

For Customers that overflow their Collection Containers creating an Overage, Contractor shall address Customer's Overage of Solid Waste using one of the following methods:

1. Contractor may not Collect the Discarded Materials Overage and provide Customer a Non-Collection Notice via tag, email, text message or bill notification explaining the non-collection due to the Overage and charge the Customer an extra pickup fee as set forth in Exhibit D for Contractor to return and Collect the Container after the Customer removes the Overage;
2. Contractor may Collect the Discarded Materials Overage and charge the Customer the Overage fee set forth in Exhibit D. Contractor may provide the Customer with a notification of the observed Container Overage in Customer's online account. Customer's account notification shall include the date the Overage was observed and a photo or photos of the Overage event;
3. Contractor may report the Customer to the City for follow-up per the City Municipal Code Chapters 8.21 and 8.22; or shall,
4. Contractor may increase the capacity or frequency of Collection of the existing Collection Container(s) to match documented service needs, with City approval per the City Municipal Code.

In the event a Customer seeks to dispute an Overage charge, Customer shall contact Contractor and provide specific information or photographic evidence to support Customer's belief that the charge is not valid. Contractor will review information presented by Customer as well as the account service Collection event information to determine if the Overage charge is valid or should be removed. The City reserves the right to review and overturn any Overage fees assessed by the Contractor, provided the City relies on sufficient photographic or video evidence from a Customer or Contractor demonstrating that the Collection event in question did not include an Overage event or that the fee was otherwise improperly applied.

### **I. Service Exemptions**

#### **i. General Exemptions**

Upon Customer request, and with written approval from the City Manager, Contractor shall cease providing, and collecting payment for, Collection services to a Premises which do not have active water accounts with the City. In addition, upon written direction from the City Manager, Contractor shall modify or otherwise cease providing Collection services to Customers requesting other service exemptions, provided that such Customers consistently demonstrate the ability to responsibly manage Discarded Materials generated at the Premises in question, in a manner consistent with Applicable Law.

## EXHIBIT B DIRECT SERVICES

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### ii. Commercial and Multi-Family Customer Waivers

- a. **General.** The City may grant waivers described in this Exhibit B.8.I to Commercial or Multi-Family Generators that impact the scope of Contractor's provision of service for those Customers; provided, the Generator shall continue to subscribe with Contractor for franchised Collection services to the extent such services are not waived by the City. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City.
- b. **Types of Generator Waivers**
1. **De Minimis Waivers.** The City may waive a Commercial Business' or Multi-Family property's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements set forth in this Agreement, SB 1383, and of the Municipal Code if the Generator provides documentation or the City has evidence demonstrating one of the following de minimis conditions:
    - A. The Commercial or Multi-Family Generator's total Discarded Materials Collection service is two (2) cubic yards or more per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than twenty (20) gallons per week, per applicable Container, of the Commercial Business' total waste; or,
    - B. The Commercial or Multi-Family Generator's total Discarded Materials Collection service is less than two (2) cubic yards per week, and Organic Waste subject to Collection in a Recyclable Materials Container or Organic Materials Container comprises less than ten (10) gallons per week, per applicable Container, of the Commercial Business' total waste.
  2. **Physical Space Waivers.** The City may waive a Commercial or Multi-Family Generator's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements set forth in this Agreement, SB 1383, and the Municipal Code if the Commercial or Multi-Family Generator provides documentation, or the City has evidence from its staff, the Contractor, licensed architect, engineer, or similarly qualified source demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers.
- c. **Contractor Review of Waiver Requests.** Generators may submit requests for de minimis waivers and physical space waivers to the City or Contractor. The City shall notify Contractor of the request, and Contractor shall within seven (7) days of receipt of the City's request, inspect the Generator's Premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the date of the inspection, Customer name and address, a description of the Premises, evaluation of each criterion of the relevant waiver type, and photographic evidence. The Contractor shall send this information and documentation to the City in a timely manner, not to exceed three (3) days after the date of inspection. City shall respond within a timely manner of the receipt of the Contractor's documentation. Subject to the foregoing, the City retains the right to approve or deny any application, regardless of the information provided by the Contractor. Contractor shall report information regarding waivers reviewed within the month, if any, in accordance with this Exhibit and Exhibit F.

## **EXHIBIT B DIRECT SERVICES**

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- d. **Service Level Updates.** When the City grants a waiver to a Customer, or the Customer's waiver status changes after a re-verification determination, the City shall notify the Contractor within seven (7) days of the waiver approval or status change with information on the Customer and any changes to Service Level or Collection service requirements for the Customer. Contractor shall have seven (7) days to modify the Customer's Service Level, Customer account data, and billing statement, as needed.
- e. **Waiver Re-verification.** The City shall be responsible for re-verification of waivers. Upon request of the City, the Contractor shall support the City in this re-verification process by providing requested Customer information as per Customer database requirements in Exhibit F. In the event that a waiver status changes, Contractor shall update the Customer's information and Service Level in accordance with Exhibit F.

### **iii. Contractor Service Exemptions**

- a. **Disaster Waivers.** In the event of a disaster, the City may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope.
- b. **Quarantined Waste.** If approved by the City, the Contractor may Dispose of, rather than Process, specific types of Organic Materials and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by the City or until the City provides notice that the quarantine has been removed and directs Contractor to Transport the materials to the Approved Facilities for such material.

In accordance with Exhibit F, the Contractor shall maintain records and submit reports regarding compliance agreements for quarantined Organic Materials and Recyclable Materials that are Disposed of pursuant to this Subsection.

### **m. Edible Food Recovery Assistance Program**

#### **i. General**

Pursuant to the requirements of SB 1383, 14 CCR, Division 7, Chapter 12, Article 10, the City is responsible for developing and implementing a Food Recovery program in the City. The Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery program efforts in the City.

#### **ii. Identification of Commercial Edible Food Generators**

Contractor shall assist the City with identifying Tier One and Tier Two Commercial Edible Food Generators for the purpose of the Food Recovery program. No later than thirty (30) days after the Effective Date of the Agreement, and annually thereafter, the Contractor shall identify and provide a list to the City of Commercial Customers that qualify, or appear to qualify, as Tier One or Tier Two Commercial Edible Food

## **EXHIBIT B DIRECT SERVICES**

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Generators, as defined by this Agreement. The list shall include, at a minimum: the Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business as it relates to the categories of entities specified under the definitions of Tier One and Tier Two Commercial Edible Food Generators. The Contractor shall update this information annually; maintain an up-to-date database; and include this information in the Contractor's annual report, in accordance with Exhibit F.

Additionally, Contractor shall coordinate Food Recovery and donation efforts with each Tier One and Tier Two Customer. Contractor shall perform quarterly examinations of routes for food donation opportunities and report results to the City and Food Recovery Organizations.

### **iii. Contractor Funding of Edible Food Consultant**

As further consideration for the rights granted to Contractor herein, Contractor shall fund an agreement with a third-party each year during the Term hereof for City to use for oversight and inspections of Edible Food Recovery programs for compliance with SB 1383. Contractor shall select the third-party and present selection to City for approval.

### **n. SB 1383 Non-Compliance Complaints**

For Complaints received in which the Person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document the information listed in Exhibit F. Contractor shall provide this information in a brief Complaint report to the City for each SB 1383-noncompliance Complaint within seven (7) days of receipt of such Complaint, and a monthly summary report of SB 1383-non-compliance Complaints in accordance with Exhibit F.

Upon City request, Contractor shall conduct follow-up inspections and/or outreach to the violating entity, and shall document the information in the reports provided pursuant to Exhibit F.

**EXHIBIT C:  
PUBLIC EDUCATION AND OUTREACH REQUIREMENTS**

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# EXHIBIT C

## PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

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### Public Education and Outreach Overview

The public education and outreach activities included in the scope of services provided by Contractor under this Agreement are described in this Exhibit C.

- A. Program Objectives.** The City's public education and outreach strategy shall focus on improving Generator understanding of the benefits of and opportunities for source reduction, reuse, and landfill Disposal reduction and supporting compliance with Applicable Laws and regulations, including, but not limited to AB 939, AB 341, AB 1826, and SB 1383. Examples of goals of the City-provided public education and outreach program include, but are not limited to: (i) informing Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, Recycling, and Composting; (ii) instructing Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection, with specific focus on minimizing contamination of Recyclable Materials and Organic Materials; (iii) clearly defining Excluded Waste and educating Generators about the hazards of such materials and their opportunities for proper handling; (iv) discouraging Generators from buying products if the product and its packaging are not readily reusable, Recyclable, or Compostable; (v) informing Generators subject to Food Recovery requirements under SB 1383 of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encouraging the use of Compost and recovered Organic Waste products; and, (vii) encouraging Generators to purchase products/packaging made with Recycled content materials. The cumulative intended effect of these efforts is to reduce generation of Solid Waste and, ultimately, Disposal of Solid Waste by each Generator in the City, and Contractor agrees to support and not undermine or interfere with such efforts.
- B. Contractor Public Education Requirements.** Contractor agrees to print, produce, and distribute education materials and conduct outreach detailed in Exhibit C at no additional cost to ratepayers or City.

Contractor shall obtain approval from the City Manager on all Contractor-provided advertising, promotional, or service-related materials used within the City before publication, distribution, and/or release, which shall not be unreasonably withheld.

- C. Non-English Language Requirements.** The Contractor shall make all public education and outreach materials required by this Exhibit C and specified in the annual outreach plan available in English and Spanish.

Upon City's request, Contractor shall provide materials in additional languages beyond those specified in this Exhibit C in response to shifting demographics within the City; updates to State requirements or Applicable Law; or any other reason deemed appropriate by the City.

### 1. General Administration

The City has placed the utmost importance on effective public outreach and education in helping residents and businesses fully understand options for and benefits of source reduction, reuse, Recycling, and Composting. General provisions for public education and outreach are as follows:

- A. Within 30 days of the Effective Date and by October 20 of each following year during the Term of

## **EXHIBIT C**

### **PUBLIC EDUCATION AND OUTREACH REQUIREMENTS**

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this Agreement, Contractor shall develop and submit an annual public education plan to promote the programs designed by the City and performed by Contractor under this Agreement. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be distributed, opportunities for expanded partnerships, and a timeline for implementation. The City Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Manager. Contractor shall meet with the City Manager to present and discuss the plan, review the prior year's activities (including sponsorships and services provided to City-sponsored events) and determine whether community activities and the provision of services to the City reflect the needs of City staff and the City Council. City Manager shall be allowed up to sixty (60) calendar days after receipt to review and request modifications. The City Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the City Manager. Any further delays may result in Liquidated Damages for failure to perform education and outreach activities as identified in this Exhibit C. Each Business Day that the plan is late shall count as a single occurrence.

- B. Upon request from the City Manager, City Manager and Contractor's Contract Administrator shall meet at least one (1) time per month to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.
- C. Contractor shall distribute instructional information, public education, and promotional materials in advance of, and following, commencement of new or modified services. This shall entail, at a minimum, distributing program literature to all Customers at the commencement of the Agreement as well as to any new Customer during the Agreement Term. Contractor shall use multiple media sources including print, radio television, electronic/social media, and events to notify Customers of the change in their service provider, if applicable, and to highlight new program offerings. Transition and ongoing sector-specific collateral materials shall be distributed. The Contractor shall submit all draft materials to City Manager for review and approval.
- D. All City facilities shall receive any and all public education and outreach materials and services provided to the Commercial sector. Contractor shall provide all printed public education materials to City offices and facilities to have available for the public that visits those facilities and shall replenish the materials as requested by the City Manager.
- E. Bill inserts may be designed by the City or Contractor. Bill inserts designed by Contractor shall be provided to the City Manager a minimum of sixty (60) prior to publication. The City Manager shall review bill inserts designed by Contractor; and the Contractor shall be responsible for printing and distributing the billing inserts to all Customers. Contractor shall provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. For Customers receiving electronic bills, Contractor agrees to distribute brochures, newsletters, or other information as attachments to Customer invoices. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for billing inserts, Contractor shall comply with such request during its next billing cycle for the targeted Customer group, if specified. Contractor shall perform this service with no additional requirement

## **EXHIBIT C**

### **PUBLIC EDUCATION AND OUTREACH REQUIREMENTS**

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for compensation.

- F. Contractor shall include an option for electronic mailing for Customers that provide email addresses, with a Customer option to opt-out of electronic mailings at least annually.
- G. Contractor shall develop a website to its operations in the City, with a section specific to City programs and Customers, that will be used to post educational materials for download and highlight program successes. The Contractor's City website shall also include links to relevant web pages of the City's website where further information can be found. Contractor shall review the website at a minimum annually to update information contained on website.

#### **2. Sector-Specific Activities**

The following tables present the public education and outreach activities to be performed by Contractor each Rate Period as minimum requirements under this Agreement. Commencement Date, as used in the tables in this Exhibit C, means July 1, 2026. Each Customer faces unique Discarded Materials management opportunities and challenges; therefore, Contractor shall develop targeted, sector-specific educational materials and perform outreach activities as described for each Customer Type.

## EXHIBIT C PUBLIC EDUCATION & OUTREACH PLAN

### Public Education and Outreach | All Sectors

*All printed materials also to be posted to the Contractor's website.*

The following general public education and outreach materials shall each be produced for the benefit of all Customer Types that receive Collection service from the Contractor.

Activity	Description	Distribution/Frequency
Direct Community Outreach	Republic shall conduct school assemblies and promote Recycling through presentations and educational materials to the Chamber of Commerce, homeowners associations, construction contractors and other civic groups.	Annually
Website	Contractor to prepare a section of its website where it will present Customers with educational and Diversion programs, upcoming outreach events, services, and resources specific to City. Website must include Contractor Customer service contact, material on source reduction of household Solid Waste and relevant legislative requirements.	Updated as mutually agreed
Corrective Action Notices – “Contamination Tag”	Produce and distribute a Notice for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare Containers. This form shall also be printed and made available in Spanish.	As needed.

## EXHIBIT C PUBLIC EDUCATION & OUTREACH PLAN

### Public Education and Outreach | Single-Family Education and Outreach Activities

*All printed materials also to be posted to the Contractor's website.*

Activity	Description	Distribution/Frequency
Initial Mailing (Letter with Recycling Guide)	Produce and Distribute a City-designed initial mailing to Single-Family Customers, which may include content such as explaining the program changes in the new Agreement; changes from the existing Collection programs to new programs; regulatory requirements, including SB 1383; and, the Effective Date of the change. Contractor shall include its Holiday schedule and the Residential Recycling and expanded services guide. This guide shall include information on Collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all Single-Family programs described in Exhibit B.5. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Waste.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail.
Annual Notice	Contractor shall prepare and distribute to each Customer a brochure providing relevant information about Contractor's services, including, at a minimum: information regarding access to and use of available services; Collection schedules; Holiday Collection schedules; Customer service numbers; procedures to begin and terminate services; and information promoting and explaining available programs, such as Recycling, Organic Materials, Holiday Tree and Bulky Item Collections, the availability of Household Hazardous Waste, U-Waste and E-Waste Collection, and the proper handling and disposal of such wastes. Can be combined with annual newsletter.	One (1) time per year.
Recycling Guide	Produce and Distribute a "Recycling guide" specific to Single-Family Customers. This guide shall include information on Collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all Single-Family programs described in Exhibit B.5. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes.	Updated based on programmatic changes and made available to Customers upon request and to new Customers.

## EXHIBIT C PUBLIC EDUCATION & OUTREACH PLAN

Activity	Description	Distribution/Frequency
Neighborhood Group & HOA Visits	Upon City request, visit homeowner associations and other neighborhood groups and associations to promote and explain the Recycling programs included in this Agreement.	At City Manager or Customer request.
Annual Newsletter	Annually, Contractor shall be responsible for all costs incurred for the production and mailing of the City's Annual Residential Newsletter. The City reserves the right to direct the production of the Newsletter to a contractor of the City's choosing. The Newsletter will include information on current regulations, and any additional regulations adopted during the Term of this Agreement and any extensions granted by the City. The Contractor shall be required to coordinate distribution via U.S. Mail of the Newsletter with a local mailing house, including furnishing Customer mailing addresses.	
Corrective Action Notices	Produce and distribute a Single-Family Customer oriented Non-Collection Notice, and Courtesy Pick-Up Notices for use in instances where the Customer includes Prohibited Container Contaminants in a Container or fails to properly prepare or set-out Containers.	As needed.
Seasonal Program Notifications	Provide written notification to all Single-Family Customers advertising Holiday tree Collections pursuant to Exhibit B.5 and any other seasonal or periodic program(s). The notification shall inform Customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program. Combined with annual newsletter.	One (1) time per year.
Website	Contractor shall prepare a "Single-Family Customer" section (Residential) of its website where it will present Customers with "how-to" information for participating in Contractor-provided programs including proper Container set-outs, and provide Single-Family Customers with links to click on for additional resources. All other Single-Family educational materials specified in this Section shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current Rates charged to Single-Family Customers within the City.	At least sixty (60) calendar days prior to Commencement Date.

## EXHIBIT C PUBLIC EDUCATION & OUTREACH PLAN

Activity	Description	Distribution/Frequency
Mandatory Recycling and Organics Outreach Activities	Produce and Distribute outreach materials containing information to assist City with outreach compliance for various Applicable Laws related to Mandatory Recycling and Organics, including but not limited to SB 1383. Can be combined with annual notice requirements and annual newsletters.	One (1) time annually

## EXHIBIT C PUBLIC EDUCATION & OUTREACH PLAN

### Public Education and Outreach | Multi-Family Education and Outreach Activities

*All printed materials also to be posted to the Contractor's website.*

Description	Purpose	Distribution/Frequency
New Programs Mailing	Produce and Distribute an initial mailing to all Multi-Family Dwelling Units within City explaining the program changes in the new Agreement; changes from the existing Collection programs to new programs; new regulatory requirements, including SB 1383; and, the Effective Date of the change.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail to each Multi-Family Dwelling Units in City.
Annual Notice	Contractor shall prepare and distribute to each Customer a brochure providing relevant information about Contractor's services, including, at a minimum: information regarding access to and use of available services; Collection schedules; Holiday Collection schedules; Customer service numbers; procedures to begin and terminate services; and information promoting and explaining available programs, such as Recycling, Organic Materials, Holiday Tree and Bulky Item Collections, the availability of Household Hazardous Waste, U-Waste and E-Waste Collection, and the proper handling and disposal of such wastes. Can be combined with annual newsletter.	One (1) time per year.
Recycling Guide	Produce and Distribute a "Recycling Guide" specific to Multi-Family Customers, and updated versions of the guide as needed. This guide shall include information such as Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Multi-Family programs described in Exhibit B.6. A section of the guide will specifically address proper methods of handling and disposal of Hazardous Wastes.	One (1) time at beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail to each Multi-Family Dwelling Units in City.
Technical Assistance: Diversion Opportunity Assessments	Offer Diversion opportunity assessments at least one (1) time annually to each and every Multi-Family Customer to meet with the property manager or Owner of Multi-Family Premises to promote Recyclable and Organic Materials Collection.	Offer in-person meetings to each and every Multi-Family Customer conducted one (1) time per year, plus follow-up meetings with individual Customers, as needed.

## EXHIBIT C PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Workshops	Offer and respond to requests for on-site meetings and workshops. Contractor shall conduct workshops for Customers (when requested) that will show property managers and residents, in a hands-on interactive format, how to use the Recycling and Organics program and will provide resources for additional information and support.	At Customer's request.
Website	Contractor shall prepare a "Multi-Family Customer" section of its website where it will present "how-to" information for participating in Contractor-provided programs including proper Container set-outs, and provide Multi-Family Customers with links to click on for additional resources. All other Multi-Family educational materials specified in this Exhibit C shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current Rates charged to Multi-Family Customers within the City. The website shall also provide property managers of Multi-Family Premises with an opportunity to request "Diversion opportunity assessments" (site visit), or additional education materials to provide to tenants.	At least sixty (60) calendar days prior to Commencement Date.
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials containing information to assist City with outreach compliance for various Applicable Laws related to Mandatory Recycling and Organics, including but not limited to AB 341, AB 1826, and SB 1383.	One (1) time annually
Educational Materials for Employees/Tenants	Contractor shall provide Commercial and Multi-Family property managers/Owners with public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and Customers of the property or business. The public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. Multi-Family property managers/Owners may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	One (1) time annually; or more frequently upon Customer request.

**EXHIBIT C**  
**PUBLIC EDUCATION & OUTREACH PLAN**

**Public Education and Outreach** | Commercial Education and Outreach Activities

*All printed materials also to be posted to the Contractor's website.*

**EXHIBIT C**  
**PUBLIC EDUCATION & OUTREACH PLAN**

<b>Description</b>	<b>Purpose</b>	<b>Distribution/Frequency</b>
New Programs Mailing	Prepare and distribute an initial mailing to all Commercial Customers within the City explaining the program changes in the new Agreement; changes from the existing Collection programs to new programs; and, the Effective Date of the change.	One (1) time at beginning of the Agreement (45-60 days prior to Commencement Date) via direct mail.

## EXHIBIT C PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Annual Notice	<p>Contractor shall prepare and distribute to each Customer a brochure providing relevant information about Contractor's services, including, at a minimum: information regarding access to and use of available services; Collection schedules; Holiday Collection schedules; Customer service numbers; procedures to begin and terminate services; and information promoting and explaining available programs, such as Recycling, Organic Materials, Holiday Tree and Bulky Item Collections, the availability of Household Hazardous Waste, U-Waste and E-Waste Collection, and the proper handling and disposal of such wastes. This brochure shall also be printed and made available in Spanish. Can be combined with annual newsletter.</p>	One (1) time per year.

## EXHIBIT C PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Recycling Guide	Contractor shall produce a "Recycling Guide" specific to Commercial Customers and update the guide as needed. This guide shall include information on Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Commercial programs described in Exhibit B.7. A section of the guide will specifically address proper methods of handling and disposal of Hazardous Wastes.	One (1) time at beginning of the Agreement (20-30 days prior to Commencement Date) and as needed via direct mail.  Distributed during Diversion opportunity assessments.
"How-to" Flyer: Recyclable Materials	Prepare and distribute a "how-to" brochure explaining the Recycling Materials Collection programs for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial Businesses).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date) via direct mail.  Distributed during Diversion opportunity assessments.
"How-to" Flyer: Organic Materials	Prepare and distribute a flyer describing the Organic Materials Collection services available and how to prepare Organic Materials for Collection for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial Businesses).	One (1) time at beginning of the Agreement (20-30 days prior to contract start date) via direct mail.  Distributed during Diversion opportunity assessments.

## EXHIBIT C PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Technical Assistance: Diversion Opportunity Waste Assessments	Offer Diversion opportunity assessments at least one (1) time annually to each and every Commercial Customer to promote Recyclable and Organic Materials Collection and replenish Recycling guides and Recycling and Organics posters as needed by each Customer.	Offer one (1) time annually during in-person meetings with each and every Commercial Customer, plus follow-up meetings with individual Customers, as required.
Recycling and Organics Posters	Produce and distribute (during Diversion opportunity assessments) laminated Recycling and Organics posters that provide graphic illustrations of acceptable and prohibited materials within each program.	Distributed during Diversion opportunity assessments.
Bi-Annual Bill Inserts	Prepare and distribute bi-annually bill inserts that creatively inform Commercial Customers about such topics as: cost savings available from source reduction, reuse, and Recycling; tips for overcoming common operational challenges Commercial Businesses have with Recycling and Organics programs; the environmental benefits of buying Recycled-content products and statistics, trends, and facts about programs performed under this Agreement (i.e. Collected, Tonnage, year over year increase/decrease, markets for material Collected, what each material is Recycled into) as appropriate. Contractor's annual public education plan shall define a theme for each insert.	Two (2) times per quarter via direct mail to each Commercial Customer in City.
Corrective Action Notices	Produce a Commercial and Multi-Family Customer oriented corrective action notice for use in instances where the Customer includes Prohibited Container Contaminants in a Container or fails to properly prepare or set-out Containers.	As needed.
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials related to the mandatory nature of Recyclable Materials and Organic Materials Collection services, upon request from City Manager. Such outreach shall be designed to assist the City in complying with the outreach requirements of various Applicable Laws related to the mandatory provision of Recyclable Materials and Organic Materials Collection and Diversion services. Can be combined with annual billing insert.	One (1) time annually

## EXHIBIT C PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Educational Materials for Employees/Tenants	Contractor shall provide Commercial and Multi-Family property managers/Owners with public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and customers of the property or business. The public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. Commercial Customers may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	One (1) time annually; or more frequently upon Customer request. Can be provided electronically to property or business.
Commercial Edible Food Generator Education	<p>Contractor shall provide Customers that are Commercial Edible Food Generators with the following:</p> <ol style="list-style-type: none"> <li>1. Information about the City's Edible Food Recovery program;</li> <li>1. Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;</li> <li>2. Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,</li> <li>3. Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste</li> </ol> <p>Can be combined with annual billing insert.</p>	One (1) time annually

# EXHIBIT C

## PUBLIC EDUCATION & OUTREACH PLAN

### Public Education and Outreach | Special Events

All printed materials also to be posted to the Contractor's website as well as links to teacher resources.

Description	Purpose	Distribution/Frequency
Event Exhibit	Contractor shall staff an exhibit booth and distribute promotional and educational materials at special events. Contractor shall provide visual displays, copies of educational materials (including all guides, flyers, and brochures produced for this Agreement), and Recycling education activities appropriate to a variety of age groups. Display components will be professionally designed and created and shall be scalable to be appropriate for a variety of booth or display configurations. Materials will include those pertaining to the programs provided under this Agreement as well as general information on "green" and/or sustainable behaviors.	All special events listed in Exhibit B8.f of this Agreement.  Other events at City Manager's request.

**EXHIBIT D:  
INITIAL MAXIMUM RATES**

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**EXHIBIT D:  
INITIAL MAXIMUM RATES**

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Following are the rates for July 1, 2026 through June 30, 2027 for Commercial Containers and Direct Billed Charges:

## EXHIBIT D: INITIAL MAXIMUM RATES

CITY OF HUNTINGTON BEACH				EFFECTIVE 7/1/2026			
TRASH SERVICE LEVELS	BASE RATE	5% Fran FEE	TOTAL RATE				
<b>1 YARD</b>							
1 X PER WEEK	\$ 121.83	\$ 6.09	\$ 127.92				
2 X PER WEEK	\$ 192.66	\$ 9.63	\$ 202.31				
3 X PER WEEK	\$ 243.03	\$ 12.15	\$ 255.19				
4 X PER WEEK	\$ 269.63	\$ 13.48	\$ 283.11				
5 X PER WEEK	\$ 316.66	\$ 15.83	\$ 332.49				
6 X PER WEEK	\$ 366.94	\$ 18.35	\$ 385.29				
<b>2 YARD</b>							
1 X PER WEEK	\$ 198.82	\$ 9.94	\$ 208.77				
2 X PER WEEK	\$ 287.97	\$ 14.40	\$ 302.37				
3 X PER WEEK	\$ 365.26	\$ 18.26	\$ 383.53				
4 X PER WEEK	\$ 431.43	\$ 21.57	\$ 453.00				
5 X PER WEEK	\$ 531.66	\$ 26.58	\$ 558.24				
6 X PER WEEK	\$ 612.19	\$ 30.61	\$ 642.80				
<b>3 YARD</b>							
1 X PER WEEK	\$ 252.51	\$ 12.63	\$ 265.13				
2 X PER WEEK	\$ 384.52	\$ 19.23	\$ 403.74				
3 X PER WEEK	\$ 526.04	\$ 26.30	\$ 552.35				
4 X PER WEEK	\$ 625.33	\$ 31.27	\$ 656.59				
5 X PER WEEK	\$ 799.56	\$ 39.98	\$ 839.53				
6 X PER WEEK	\$ 936.27	\$ 46.81	\$ 983.08				
<b>2 YARD COMPACTOR</b>							
1 X PER WEEK	\$ 344.24	\$ 17.21	\$ 361.45				
2 X PER WEEK	\$ 529.71	\$ 26.49	\$ 556.20				
3 X PER WEEK	\$ 735.06	\$ 36.75	\$ 771.81				
4 X PER WEEK	\$ 883.31	\$ 44.17	\$ 927.47				
5 X PER WEEK	\$ 1,127.96	\$ 56.40	\$ 1,184.35				
6 X PER WEEK	\$ 1,322.69	\$ 66.13	\$ 1,388.83				
<b>3 YARD COMPACTOR</b>							
1 X PER WEEK	\$ 516.37	\$ 25.82	\$ 542.18				
2 X PER WEEK	\$ 794.57	\$ 39.73	\$ 834.30				
3 X PER WEEK	\$ 1,102.57	\$ 55.13	\$ 1,157.70				
4 X PER WEEK	\$ 1,324.96	\$ 66.25	\$ 1,391.21				
5 X PER WEEK	\$ 1,691.93	\$ 84.60	\$ 1,776.53				
6 X PER WEEK	\$ 1,984.04	\$ 99.20	\$ 2,083.24				
COMMERCIAL COVERAGE							
BASE RATE	5% FRANCHISE FEE	TOTAL RATE					
\$ 72.38	\$ 3.62	\$ 76.00					
EXCHANGES - ALL SIZES							
BASE RATE	5% FRANCHISE FEE	TOTAL RATE					
\$ 62.72	\$ 3.14	\$ 65.86					
EXTRA PICK UPS - TRASH & RECYCLE							
SIZE	BASE RATE	5% FRAN FEE	TOTAL RATE				
1YD	\$ 47.23	\$ 2.36	\$ 49.59				
2YD	\$ 49.58	\$ 2.48	\$ 52.06				
3YD	\$ 78.72	\$ 3.94	\$ 82.66				
BULKY ITEM PICKUPS							
FREE 4X/YR - MAX 10 ITEMS EACH (SINGLE FAMILY RESIDENTS ONLY) after that charged Residential Extra Pick up Fee							
BASE RATE	5% FRANCHISE FEE	TOTAL RATE					
\$ 36.12	\$ 1.81	\$ 37.93					
RECYCLING SERVICE LEVELS	BASE RATE	5% Fran FEE	TOTAL RATE				
<b>1 YARD</b>							
1 X PER WEEK	\$ 98.93	\$ 4.95	\$ 103.88				
2 X PER WEEK	\$ 155.22	\$ 7.76	\$ 162.99				
3 X PER WEEK	\$ 194.41	\$ 9.72	\$ 204.13				
4 X PER WEEK	\$ 213.75	\$ 10.69	\$ 224.44				
5 X PER WEEK	\$ 250.17	\$ 12.51	\$ 262.68				
6 X PER WEEK	\$ 289.27	\$ 14.46	\$ 303.74				
<b>2 YARD</b>							
1 X PER WEEK	\$ 161.06	\$ 8.05	\$ 169.11				
2 X PER WEEK	\$ 230.80	\$ 11.54	\$ 242.34				
3 X PER WEEK	\$ 289.36	\$ 14.47	\$ 303.83				
4 X PER WEEK	\$ 339.37	\$ 16.97	\$ 356.33				
5 X PER WEEK	\$ 417.84	\$ 20.89	\$ 438.74				
6 X PER WEEK	\$ 479.85	\$ 23.99	\$ 503.84				
<b>3 YARD</b>							
1 X PER WEEK	\$ 205.85	\$ 10.29	\$ 216.15				
2 X PER WEEK	\$ 310.04	\$ 15.50	\$ 325.54				
3 X PER WEEK	\$ 417.79	\$ 20.89	\$ 438.68				
4 X PER WEEK	\$ 490.74	\$ 24.54	\$ 515.28				
5 X PER WEEK	\$ 628.38	\$ 31.42	\$ 659.80				
6 X PER WEEK	\$ 734.69	\$ 36.73	\$ 771.43				
<b>96 GALLON CART RECYCLING</b>							
1 X PER WEEK	\$ 77.11	\$ 3.86	\$ 80.97				
2 X PER WEEK	\$ 154.23	\$ 7.71	\$ 161.94				
3 X PER WEEK	\$ 231.34	\$ 11.57	\$ 242.91				
4 X PER WEEK	\$ 308.45	\$ 15.42	\$ 323.87				
5 X PER WEEK	\$ 385.57	\$ 19.28	\$ 404.85				
6 X PER WEEK	\$ 462.68	\$ 23.13	\$ 485.81				
ORGANICS SERVICE LEVELS	BASE RATE	5% Fran FEE	TOTAL RATE				
<b>1 YARD</b>							
1 X PER WEEK	\$ 188.14	\$ 9.41	\$ 197.55				
2 X PER WEEK	\$ 297.45	\$ 14.87	\$ 312.33				
3 X PER WEEK	\$ 375.04	\$ 18.75	\$ 393.79				
4 X PER WEEK	\$ 415.93	\$ 20.80	\$ 436.73				
5 X PER WEEK	\$ 488.43	\$ 24.42	\$ 512.85				
6 X PER WEEK	\$ 562.68	\$ 28.13	\$ 590.81				
<b>CONTAMINATION</b>							
1 X PER WEEK	\$ 144.45	\$ 7.22	\$ 151.67				
<b>2 YARD</b>							
1 X PER WEEK	\$ 307.20	\$ 15.36	\$ 322.56				
2 X PER WEEK	\$ 444.84	\$ 22.24	\$ 467.08				
3 X PER WEEK	\$ 564.12	\$ 28.21	\$ 592.33				
4 X PER WEEK	\$ 666.22	\$ 33.31	\$ 699.53				
5 X PER WEEK	\$ 820.99	\$ 41.05	\$ 862.04				
6 X PER WEEK	\$ 962.62	\$ 48.13	\$ 1,010.75				
<b>65 GALLON CART</b>							
1 X PER WEEK	\$ 102.39	\$ 5.12	\$ 107.51				
2 X PER WEEK	\$ 204.76	\$ 10.24	\$ 215.00				
3 X PER WEEK	\$ 307.15	\$ 15.36	\$ 322.51				
4 X PER WEEK	\$ 409.54	\$ 20.48	\$ 430.02				
5 X PER WEEK	\$ 511.93	\$ 25.60	\$ 537.53				
6 X PER WEEK	\$ 614.32	\$ 30.72	\$ 645.04				
<b>CONTAMINATION</b>							
1 X PER WEEK	\$ 72.22	\$ 3.61	\$ 75.83				
<b>3 YARD SPLIT BIN (MSW/REC)</b>							
1 X PER WEEK	\$ 343.62	\$ 17.18	\$ 360.80				
2 X PER WEEK	\$ 520.62	\$ 26.03	\$ 546.65				
3 X PER WEEK	\$ 707.33	\$ 35.37	\$ 742.70				
4 X PER WEEK	\$ 836.31	\$ 41.82	\$ 878.13				
5 X PER WEEK	\$ 1,070.03	\$ 53.50	\$ 1,123.53				
6 X PER WEEK	\$ 1,252.13	\$ 62.61	\$ 1,314.74				

## EXHIBIT D: INITIAL MAXIMUM RATES

RESIDENTIAL EXTRA PICKUPS (PER OCCURRENCE)		
BASE RATE	5% FRANCHISE FEE	TOTAL RATE
\$ 36.47	NA	\$36.47

RESIDENTIAL ADDITIONAL CARTS (PER CART PER MONTH) (DIRECT BILLED BY REPUBLIC) (TRASH AND ORGANICS CARTS)		
BASE RATE	5% FRANCHISE FEE	TOTAL RATE
\$ 11.31	NA	\$11.31

RESIDENTIAL CART REPLACEMENT FOR DAMAGED CARTS		
BASE RATE	5% FRANCHISE FEE	TOTAL RATE
\$ 84.45	NA	\$84.45

TEMPORARY BINS			
	BASE RATE	5% FRAN FEE	TOTAL
3 CY RENT A BIN - Weekday (3 Days)	\$ 105.27	\$ 5.26	\$ 110.54
3 CY RENT A BIN - Weekend (2 Days)	\$ 130.33	\$ 6.52	\$ 136.85
40 CY BIN (includes 6 Tons Disposal or Processing)	\$ 818.83	\$ 40.94	\$ 859.78
Low Boy - 8 CY BIN (includes 8 Tons Disposal or Processing)	\$ 892.36	\$ 44.62	\$ 936.98
40 CY BIN - Haul Only, No Disposal or Processing	\$ 245.85	\$ 12.29	\$ 258.14

PERMANENT BINS			
	BASE RATE	5% FRAN FEE	TOTAL
40 CY BIN (includes 6 Tons Disposal or Processing)	\$ 818.83	\$ 40.94	\$ 859.78
Compactor (includes 8 Tons Disposal)	\$ 1,036.58	\$ 51.83	\$ 1,088.41
40 CY BIN - Haul Only, No Disposal or Processing	\$ 245.85	\$ 12.29	\$ 258.14

OTHER TEMPORARY AND PERMANENT SERVICE RATES			
	BASE RATE	5% FRAN FEE	TOTAL
Disposal or Processing Fee Per Ton	\$ 108.84	\$ 5.44	\$ 114.29
Excess Tons - Charged for tons exceeding max tons (Disposal or Processing)	\$ 108.84	\$ 5.44	\$ 114.29
Dry Run - Charged when Contractor is unable to service due to Customer constraint (e.g. blocked, empty, or contaminated)	\$ 111.78	\$ 5.59	\$ 117.36
Extra Days - Charge for each extra day Customer keeps Container	\$ 21.50	\$ 1.07	\$ 22.57

COMMERCIAL RECYCLE CONTAMINATION (PER OCCURRENCE PER CONTAINER)		
BASE	5% FRANCHISE FEE	TOTAL RATE
\$ 72.38	\$3.62	\$76.00

COMMERCIAL LOCKS & KEYS (ONE-TIME RATES)			
DESCRIPTION	BASE RATE	5% FRANCHISE FEE	TOTAL RATE
LOCK LID-LOCK & KEY	\$ 109.41	\$5.47	\$114.88
LOCK LID ONLY	\$ 83.16	\$4.16	\$87.32
LOCK (KEY INCLUDED)	\$ 22.98	\$1.15	\$24.13
KEY/each	\$ 4.74	\$0.24	\$4.97

## EXHIBIT D: INITIAL MAXIMUM RATES

ROLL OUT SERVICE (SCOUT VEHICLE USED)			
ROLL OUT SERVICE SERVICE LEVELS	BASE RATE	5% Fran FEE	TOTAL RATE
<b>26' - 50'</b>			
1 X PER WEEK	\$ 7.16	\$ 0.36	\$ 7.52
2 X PER WEEK	\$ 14.32	\$ 0.72	\$ 15.03
3 X PER WEEK	\$ 21.49	\$ 1.07	\$ 22.56
4 X PER WEEK	\$ 28.64	\$ 1.43	\$ 30.08
5 X PER WEEK	\$ 35.78	\$ 1.79	\$ 37.57
6 X PER WEEK	\$ 42.95	\$ 2.15	\$ 45.10
<b>51'- 75'</b>			
1 X PER WEEK	\$ 14.32	\$ 0.72	\$ 15.03
2 X PER WEEK	\$ 28.64	\$ 1.43	\$ 30.08
3 X PER WEEK	\$ 42.95	\$ 2.15	\$ 45.10
4 X PER WEEK	\$ 57.26	\$ 2.86	\$ 60.12
5 X PER WEEK	\$ 71.59	\$ 3.58	\$ 75.17
6 X PER WEEK	\$ 85.90	\$ 4.30	\$ 90.20
<b>76'- 100'</b>			
1 X PER WEEK	\$ 21.49	\$ 1.07	\$ 22.56
2 X PER WEEK	\$ 42.95	\$ 2.15	\$ 45.10
3 X PER WEEK	\$ 64.43	\$ 3.22	\$ 67.65
4 X PER WEEK	\$ 85.90	\$ 4.30	\$ 90.20
5 X PER WEEK	\$ 107.38	\$ 5.37	\$ 112.74
6 X PER WEEK	\$ 128.85	\$ 6.44	\$ 135.29
<b>101'- 125'</b>			
1 X PER WEEK	\$ 28.64	\$ 1.43	\$ 30.08
2 X PER WEEK	\$ 57.26	\$ 2.86	\$ 60.12
3 X PER WEEK	\$ 85.90	\$ 4.30	\$ 90.20
4 X PER WEEK	\$ 114.54	\$ 5.73	\$ 120.27
5 X PER WEEK	\$ 143.17	\$ 7.16	\$ 150.33
6 X PER WEEK	\$ 171.80	\$ 8.59	\$ 180.39
<b>126'-150'</b>			
1 X PER WEEK	\$ 35.78	\$ 1.79	\$ 37.57
2 X PER WEEK	\$ 71.59	\$ 3.58	\$ 75.17
3 X PER WEEK	\$ 107.38	\$ 5.37	\$ 112.74
4 X PER WEEK	\$ 143.17	\$ 7.16	\$ 150.33
5 X PER WEEK	\$ 178.95	\$ 8.95	\$ 187.90
6 X PER WEEK	\$ 214.75	\$ 10.74	\$ 225.49
<b>161'- 175'</b>			
1 X PER WEEK	\$ 42.95	\$ 2.15	\$ 45.10
2 X PER WEEK	\$ 85.90	\$ 4.30	\$ 90.20
3 X PER WEEK	\$ 128.85	\$ 6.44	\$ 135.29
4 X PER WEEK	\$ 171.80	\$ 8.59	\$ 180.39
5 X PER WEEK	\$ 214.75	\$ 10.74	\$ 225.49
6 X PER WEEK	\$ 257.70	\$ 12.89	\$ 270.59
<b>176'- 200'</b>			
1 X PER WEEK	\$ 50.11	\$ 2.51	\$ 52.61
2 X PER WEEK	\$ 100.21	\$ 5.01	\$ 105.22
3 X PER WEEK	\$ 150.33	\$ 7.52	\$ 157.84
4 X PER WEEK	\$ 200.43	\$ 10.02	\$ 210.46
5 X PER WEEK	\$ 250.53	\$ 12.53	\$ 263.06
6 X PER WEEK	\$ 300.66	\$ 15.03	\$ 315.69
<b>201'- 225'</b>			
1 X PER WEEK	\$ 57.26	\$ 2.86	\$ 60.12
2 X PER WEEK	\$ 114.54	\$ 5.73	\$ 120.27
3 X PER WEEK	\$ 171.80	\$ 8.59	\$ 180.39
4 X PER WEEK	\$ 229.08	\$ 11.45	\$ 240.53
5 X PER WEEK	\$ 286.34	\$ 14.32	\$ 300.66
6 X PER WEEK	\$ 343.61	\$ 17.18	\$ 360.79
<b>226'- 250'</b>			
1 X PER WEEK	\$ 64.43	\$ 3.22	\$ 67.65
2 X PER WEEK	\$ 128.85	\$ 6.44	\$ 135.29
3 X PER WEEK	\$ 193.28	\$ 9.66	\$ 202.94
4 X PER WEEK	\$ 257.70	\$ 12.89	\$ 270.59
5 X PER WEEK	\$ 322.13	\$ 16.11	\$ 338.23
6 X PER WEEK	\$ 386.56	\$ 19.33	\$ 405.89

**EXHIBIT E:  
EXAMPLE RATE ADJUSTMENT FORMULA**

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# EXHIBIT E: EXAMPLE RATE ADJUSTMENT FORMULA

## Residential Services Rate Adjustment

Values and rates used for example purposes only.  
Step One: Calculate percentage change in indices.

Row	Adjustment Factor	Index	A Old Index Value	B New Index Value	C Percent Change In Index ((Column B ÷ Column A) - 1)
1	Collection	(1)	615.506	647.943	5.27%
2	Disposal	(2)	\$43.76	\$67.00	53.11%

Step Two: Determine weighted percentage change in rates.

Row	Adjustment Factor	D Cost Factor Category Weighted as a % of Component Total (3)	E Percent Change in Index (From Column C)	F Total Weighted Change (Column D x Column E)
3	Collection	(1) 79.17%	5.27%	4.17%
4	Disposal	(2) 20.83%	53.11%	11.06%
5	Total Adjustment Prior to Special Rate Adjustment	100.00%		15.23%

Step Three: Determine the starting rate including SB1383 adjustments, if applicable.

Row	Adjustment Factor	G Example Contractor Rates based on Exhibit D	H SB 1383 Adjustment (4)	I Starting Contractor Rates (Column G + Column H)
6	Example Standard Cart Service	\$33.93	\$2.68	\$36.61

Step Four: Apply percentage change to rates.

Row	Rate Category (4)(5)	J Example Contractor Rates based on Exhibit D (Standard Cart Rate from Column I)	K Total Weighted Percentage Change (From Column F, Row 5)	L Rate Increase or Decrease (Column J x Column K)	M Adjusted Contractor Rate (Column J + Column L)
7	Example Standard Cart Service	\$36.61	15.23%	\$5.58	\$42.19
8	Example Additional Cart(s) - Each	\$11.31	15.23%	\$1.72	\$13.03
9	Example Residential Extra Pickups	\$32.39	15.23%	\$4.93	\$37.32
10	Example Residential Cart Replacement for Damaged Carts	\$84.45	15.23%	\$12.86	\$97.31

Step Five: Recalculate cost component weightings for next rate adjustment.

Row	Adjustment Factor	N Cost Component (From Column D)	O Percent Change in Index (From Column E)	P Change in Cost Component Weightings (Column N x Column O)	Q Adjusted Cost Component Weightings (Column N + Column P)	R Cost Components Reweighted to Equal 100% (Column Q Row ÷ Column Q Total)
11	Collection	79.17%	5.27%	4.17%	83.34%	72.32%
12	Disposal	20.83%	53.11%	11.06%	31.89%	27.68%
13	Total	100.00%			115.23%	100.00%

(1) The increase or decrease will be for the change in the average annual published Consumer Price Index for Garbage and Trash Collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0005EHG02), for the twelve (12) month period ending December prior to the July 1 when the Rate change will take effect.  
 (2) Actual change at OC Waste & Recycling Landfill System - Starting index value is \$67.00 per Ton as of July 1, 2026 for the July 1, 2027 adjustment.  
 (3) The first year weightings are based on percentages included in Agreement, Section 11(B).v.2. When the first adjustment is calculated, the resulting re-weightings in column "R" will be used as the new weightings in Column D for the following year adjustments.  
 (4) A SB 1383 Adjustment of \$2.68 and \$1.46 will occur on July 1, 2027, and July 1, 2028, respectively, as described in Agreement, Section 11(B).v.1.  
 (5) The example Rate categories shown are not inclusive of all ancillary fees charged to Customers directly by Contractor for miscellaneous services such as Extra Pickups.

# EXHIBIT E: EXAMPLE RATE ADJUSTMENT FORMULA

**Commercial Solid Waste Service Rate Adjustment**

Values and rates used for example purposes only.

Step One: Calculate percentage change in indices.

Row	Adjustment Factor	Index	A Old Index Value	B New Index Value	C Percent Change In Index ((Column B ÷ Column A) - 1)
1	Collection	(1)	615.506	647.943	5.27%
2	Disposal	(2)	\$43.76	\$67.00	53.11%

Step Two: Determine weighted percentage change in rates.

Row	Adjustment Factor	D Cost Factor Category Weighted as a % of Component Total (4)	E Percent Change in Index (From Column C)	F Total Weighted Change (Column D x Column E)
3	Collection	(1) 82.10%	5.27%	4.30%
4	Disposal	(2) 17.90%	53.11%	9.50%
5	Total Weighted Percent Change without Special Rate Adjustments	100.00%		13.80%
6	SB 1383 Adjustment			1.86%
7	Total Weighted Percent Change			15.66%

Step Three: Apply percentage change to Rates.

Row	Rate Category (5)	G Example Contractor Rates based on Exhibit D	H Total Weighted Percentage Change (From Column F)	I Rate Increase or Decrease (Column G x Column H)	J Adjusted Contractor Rate (Column G + Column I)
8	Example 2 CY MSW Bin 1x/wk.	\$198.82	15.66%	\$31.14	\$229.96
9	Example 2 CY MSW Compactor Bin 1x/wk.	\$344.24	15.66%	\$53.91	\$398.15

Step Four: Recalculate cost component weightings for next Rate adjustment.

Row	Adjustment Factor	K Cost Component (From Column D)	L Percent Change in Index (From Column E)	M Change in Cost Component Weightings (Column K x Column L)	N Adjusted Cost Component Weightings (Column K + Column M)	O Cost Components Reweighted to Equal 100% (Column N Row ÷ Column N Total)
10	Collection	82.10%	5.27%	4.33%	86.43%	75.92%
11	Disposal	17.90%	53.11%	9.51%	27.41%	24.08%
12	Total	100.00%			113.84%	100.00%

(1) The increase or decrease will be for the change in the average annual published Consumer Price Index for Garbage and Trash Collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR000SEHG02), for the twelve (12) month period ending December prior to the July 1 when the Rate change will take effect.

(2) Actual change at OC Waste & Recycling Landfill System - Starting index value is \$67.00 per Ton as of July 1, 2026.

(3) A SB 1383 Adjustment of 1.86% will occur on July 1, 2027 and July 1, 2028, as described in Section 11(B).v.2.

(4) The first year weightings are based on percentages included in Agreement Section 11(B).iv.2. When the first adjustment is calculated, the resulting re-weightings in column "O" will be used as the new weightings Column D for the following year adjustments.

(5) The example Rate categories shown are not inclusive of all Rates charged to Customers.

# EXHIBIT E: EXAMPLE RATE ADJUSTMENT FORMULA

## Commercial Recycling and Organic Services Rate Adjustment

Values and rates used for example purposes only.

Step One: Calculate percentage change in indices.

Row	Adjustment Factor	Index	A Old Index Value	B New Index Value	C Percent Change In Index ((Column B ÷ Column A) - 1)
1	Collection	(1)	615.506	647.943	5.27%
2	Disposal	(2)	\$43.76	\$67.00	53.11%

Step Two: Determine weighted percentage change in rates.

Row	Adjustment Factor	D Cost Factor Category Weighted as a % of Component Total (3)	E Percent Change in Index (From Column C)	F Total Weighted Change (Column D x Column E)
3	Collection	(1) 82.1%	5.27%	4.33%
4	Disposal	(2) 17.9%	53.11%	9.51%
5	Total Adjustment	100.0%		13.84%

Step Three: Apply percentage change to Rates.

Row	Rate Category (4)	G Example Contractor Rates based on Exhibit D	H Total Weighted Percentage Change (From Column F)	I Rate Increase or Decrease (Column G x Column H)	J Adjusted Contractor Rate (Column G + Column I)
6	Example 65 Gallon Organics Cart 1x/wk.	\$102.39	13.84%	\$14.17	\$116.56
7	Example 2 CY Organics Bin 1x/wk.	\$307.20	13.84%	\$42.52	\$349.72
8	Example 96 Gallon Recycling Cart 1x/wk.	\$77.11	13.84%	\$10.67	\$87.78
9	Example 3 CY Recycling Bin 1x/wk.	\$205.85	13.84%	\$28.49	\$234.34

Step Four: Recalculate cost component weightings for next Rate adjustment.

Row	Adjustment Factor	K Cost Component (From Column D)	L Percent Change in Index (From Column E)	M Change in Cost Component Weightings (Column K x Column L)	N Adjusted Cost Component Weightings (Column K + Column M)	O Cost Components Reweighted to Equal 100% (Column N Row ÷ Column N Total)
10	Collection	82.10%	5.27%	4.33%	86.43%	75.92%
11	Disposal	17.90%	53.11%	9.51%	27.41%	24.08%
12	Total	100.00%			113.84%	100.00%

(1) The increase or decrease will be for the change in the average annual published Consumer Price Index for Garbage and Trash Collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0000SEHG02), for the twelve (12) month period ending December prior to the July 1 when the Rate change will take effect.

(2) Actual change at OC Waste & Recycling Landfill System - Starting index value is \$67.00 per Ton as of July 1, 2026.

(3) The first year weightings are based on percentages included in Agreement Section 11(B).iv.2. When the first adjustment is calculated, the resulting re-weightings in column "O" will be used as the new weightings Column D for the following year adjustments.

(4) The example Rate categories shown are not inclusive of all Rates charged to Customers.

# EXHIBIT E: EXAMPLE RATE ADJUSTMENT FORMULA

## Permanent and Temporary Roll-Off Services Rate Adjustment

Values and rates used for example purposes only.

For Rates with Collection Component Only

Step One: Calculate percentage change in the index for the Collection Rate category.

Row	Adjustment Factor	Index	A Old Index Value	B New Index Value	C Percent Change In Index ((Column B ÷ Column A) - 1)
1	Collection - Haul Only	(1)	615,506	647,943	5.27%

Step Two: Apply percentage change to rate for the Collection Rate category.

Row	Rate Category (2)	D Example Contractor Rates based on Exhibit D	E Total Weighted Percentage Change (From Column C)	F Rate Increase or Decrease (Column D x Column E)	G Adjusted Contractor Rate (Column D + Column F)
2	Example 40 Yard Roll Off - Haul Only	\$258.14	5.27%	\$13.60	\$271.74
3	Example Recycle Haul, No Disposal	\$258.14	5.27%	\$13.60	\$271.74

For Rates with Collection and Disposal Components

Step One: Calculate percentage change in indices for Roll-Off Box Disposal and Processing and other Roll-Off Box charges.

Row	Adjustment Factor	Index	O Old Index Value	P New Index Value	Q Percent Change In Index ((Column P ÷ Column O) - 1)
4	Collection	(1)	615,506	647,943	5.27%
5	Disposal	(3)	\$43.76	\$67.00	53.11%
6	Total				58.38%

Step Two: Determine weighted percentage change in rates.

Row	Adjustment Factor	R Cost Factor Category Weighted as a % of Component Total (4)	S Percent Change in Index (From Column Q)	T Total Weighted Change (Column R x Column S)
7	Collection	(1) 82.10%	5.27%	4.33%
8	Disposal	(3) 17.90%	53.11%	9.51%
9	Total Adjustment	100.00%		13.84%

Step Three: Apply percentage change to Rates.

Row	Rate Category (2)	U Example Contractor Rates based on Exhibit D	V Total Weighted Percentage Change (From Column T)	W Rate Increase or Decrease (Column U x Column V)	X Adjusted Contractor Rate (Column U + Column W)
10	Example 40 CY Roll-Off Box (6 Tons)	\$918.83	13.84%	\$126.33	\$1,045.16
11	Excess Tons	\$108.84	13.84%	\$15.06	\$123.90
12	3CY Rent a Bin, Weekday (3 Day)	\$105.27	13.84%	\$14.57	\$119.84
13	Example Contractor (8 Tons)	\$1,036.58	13.84%	\$143.46	\$1,180.04

Step Four: Recalculate cost component weightings for next rate adjustment.

Row	Adjustment Factor	Y Cost Component (From Column R)	Z Percent Change in Index (From Column S)	AA Change in Cost Component Weightings (Column Y x Column Z)	AB Adjusted Cost Component Weightings (Column AA + Column AB Row Total)	AC Cost Components Reweighted to Equal 100% (Column AB Row ÷ Column AB Total)
14	Collection	82.10%	5.27%	4.33%	86.43%	75.92%
15	Disposal	17.90%	53.11%	9.51%	27.41%	24.08%
16	Total	100.00%			113.84%	100.00%

(1) The increase or decrease will be for the change in the average annual published Consumer Price Index for Garbage and Trash Collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0000SERH02), for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect.

(2) The Example Rate categories shown are not inclusive of all Rates charged to Customers.

(3) Actual gate fee per Ton at OC Waste & Recycling Landfill System. Starting index value is \$67.00 per Ton as of July 1, 2026.

(4) The first year weightings are based on percentages included in Agreement Section 11(B).iv.2. When the first adjustment is calculated, the resulting re-weightings in column "AC" will be used as the new weightings Column R for the following year adjustments.

## EXHIBIT E: EXAMPLE RATE ADJUSTMENT FORMULA

### Other Services Rate Adjustment

Values and rates used for example purposes only.

Step One: Calculate percentage change in the Collection component.

Row	Adjustment Factor	Index x	A	B	C
			Old Index Value	New Index Value	Percent Change In Index ((Column B ÷ Column A) - 1)
1	Collection	(1)	615.506	647.943	5.27%

Step Two: Apply percentage change to Rates.

Row	Rate Category (2)	D	E	F	G
		Example Contractor Rates based on Exhibit D	Total Weighted Percentage Change (From Column C)	Rate Increase or Decrease (Column D x Column E)	Adjusted Rate (Column D + Column F)
2	Example Commercial On-Call Bulky Waste (per item)	\$36.12	5.27%	\$1.90	\$38.02
3	Example Recycle Contamination	\$72.38	5.27%	\$3.81	\$76.19
4	Example Lock Lid-Lock and Key	\$109.41	5.27%	\$5.77	\$115.18
5	Example Key/Each	\$4.74	5.27%	\$0.25	\$4.99
6	Example Roll Out Service 26' - 50' 1x/week	\$7.16	5.27%	\$0.38	\$7.54

(1) The increase or decrease will be for the change in the average annual published Consumer Price Index for Garbage and Trash Collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0000SEHG02), for the twelve (12) month period ending December prior to the July 1 when the rate change will take effect.

(2) The example Rate categories shown are not inclusive of all Rates charged to Customers.

# EXHIBIT E: EXAMPLE RATE ADJUSTMENT FORMULA

## Indices

### Collection Index

**Consumer Price Index for All Urban Consumers (CPI-U)**

**Original Data Value**

**Pulled from BLS website February 21, 2026**

Series Id: CUUR0000SEHG02, CUUS0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average.

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745	439.427		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596	449.089		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	466.861	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	481.902	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	498.705	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	522.329	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	549.334	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	589.344	580.042	598.646
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807	615.506	609.983	621.029
2025	629.803	641.938	642.053	643.063	646.507	648.477	652.682	656.067	652.831	No data	655.705	658.242	647.943	641.974	655.105
2026	661.093														

### Disposal Index

Gate rate at OC Waste & Recycling Landfill System as of July 1st.

Rate Effective July 1, 2025 \$ 43.76

Rate Effective July 1, 2026 \$ 67.00 OC Waste & Recycling Landfill System gate rate effective July 1, 2026 based on County proposed WISE Agreement Option 1.

**EXHIBIT F:  
REPORTING REQUIREMENTS**

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# EXHIBIT F

## RECORDKEEPING AND REPORTING REQUIREMENTS

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### 1. Record Keeping

Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational, programmatic, and other records, and associated documentation, related to its performance as shall be necessary to provide detailed and accurate reports under this Agreement, and to demonstrate compliance with this Agreement and Applicable Law. Unless otherwise required in this Exhibit, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination. Records and data shall be in chronological and organized form that is readily and easily interpreted to facilitate the flexible use of data to structure reports. Contractor's records shall be stored in one central location, physical or electronic, that can be readily accessed by Contractor.

At a mutually agreed upon time during normal business hours, but within five (5) Working Days of a written request from City, Contractor shall provide the City with access to the Contractor's data and records with respect to the matters covered by this Agreement and Applicable Law. Contractor shall permit the City, or its designee, to audit, examine, and make excerpts or transcripts from such data and records, and make copies of all data relating to all matters covered by this Agreement and the Applicable Law. The foregoing notwithstanding, Contractor may designate Customer information as confidential, in accordance with Applicable Law. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years following the City's receipt of final payment under this Agreement unless the City agrees in writing to an earlier disposition. Contractor agrees that its confidential data requested by City regarding its business operations, Customer lists, routing, Tonnage, Service Levels, and Customer service logs, shall be made available to the City Manager or their designee for review upon request and within the timelines required by this Section.

City is subject to requests under the California Public Records Act (Gov. Code, § 7920.000 et seq.) hereafter, "CPRA" and third-party subpoenas, and discovery requests (each a "Records Request"). City and Contractor agree that the confidential and proprietary information that may be provided to City by Contractor is subject to Contractor designating these materials "Trade Secrets" or "Confidential and Proprietary" under Government Code section 7927.705, Evidence Code section 1060, Civil Code section 3426.1(d) and Public Resources Code section 40062(a). In the event that the City receives a Record Request seeking disclosure of information Contractor has designated as "Trade Secrets" or "Confidential and Proprietary," the City will promptly notify Contractor in writing whether City has determined if any records are exempt or protected from disclosure to the third-party requester under any applicable state or federal laws or regulations. If the City determines that the records must be produced to the third-party requester, the Contractor may timely seek an order from the Superior Court preventing or temporarily preventing the City from disclosing said records. If the Contractor has not timely obtained a court order preventing or temporarily preventing the City from disclosing the records, the City may disclose all disclosable records without violating or being in breach of any terms of this Agreement. In the event that the City withholds any Contractor records responsive to a Records Request on the basis that they contain Contractor's Trade Secret or Confidential and Proprietary information and litigation is filed against the City as a result of that withholding, the Contractor shall defend and indemnify the City in such litigation, which indemnity shall cover City's reasonable expenses, and any damages or attorney's fee awards ordered by the Court or negotiated by the parties to said litigation.

City views its ability to defend itself against Comprehensive Environmental Response, Compensation and

## **EXHIBIT F**

### **RECORDKEEPING AND REPORTING REQUIREMENTS**

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Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City regards its ability to prove where Collected Recyclable Materials, Organic Materials, and Solid Waste are taken for Transfer, Processing, or Disposal. Contractor shall maintain records which can establish where Recyclable Materials, Organic Materials, and Solid Waste Collected were Transferred, Processed, or Disposed. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records in accordance with Contractor's standard retention policies. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or disposing of them.

#### **2. Report Submittal Requirements**

The parties acknowledge that City will require reporting at various intervals by which information required for City's compliance with CalRecycle reporting requirements can be compiled and analyzed. Throughout the Term the Parties agree to work together cooperatively to address City's needs with respect to the information to be contained in CalRecycle compliance reports prepared by Contractor. The following is intended as a starting point in order to have established an objective baseline for reporting, but the frequency and content of the reports called out below may be changed by statute, regulation, court order, or written agreement of the Parties; Records related to performance of this Agreement shall be maintained by Contractor in commercially standardized database formats and methods that facilitate flexible use of data contained in them to structure reports, as needed. The format of each report shall be approved by City. Contractor agrees to submit all reports in a commercially standardized database such as Microsoft Excel or similar compatible electronic format approved by City, compatible with both Contractor's and City's software/computers at no additional charge. Contractor acknowledges that PDF is not an acceptable format for data reporting unless mutually agreed to in writing by both parties.

Monthly reports shall be submitted within thirty (30) calendar days after the end of the report month. Quarterly reports shall be submitted within thirty (30) calendar days after the end of the calendar quarter. Annual reports shall be submitted within forty-five (45) calendar days after the end of the calendar year.

Monthly, quarterly, and annual reports shall include at a minimum, all data and information described in this Exhibit F, unless otherwise specified under this Agreement.

Contractor may propose commercially standardized report formats such as Microsoft Excel or similar compatible formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the City Manager. City Manager may, from time to time during the Term, review, and request changes to Contractor's report formats subject to the use of standardized database and reporting formats and Contractor shall not unreasonably deny such requests. Contractor may not change reporting formats to non-commercially standardized reporting formats.

Contractor shall submit all reports to the City Manager electronically via e-mail using software acceptable to the City. The City reserves the right to require the Contractor to maintain records and submit the reports required herein through use of a City-approved file sharing platform that the City can access, at the Contractor's expense.

City reserves the right to require Contractor to provide additional reports or documents as City Manager reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law.

## **EXHIBIT F**

### **RECORDKEEPING AND REPORTING REQUIREMENTS**

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#### **3. SB 1383 Recordkeeping Software**

Contractor shall utilize a SB 1383 record keeping cloud-based software to integrate outreach efforts to businesses within the City, store reports required by this Exhibit F, and additional data required to be made available to CalRecycle. City shall have on-line access to the database for real-time monitoring of data.

#### **4. General Ongoing Report Overview**

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

1. Determine and set Rates and evaluate the financial efficacy of operations.
2. Evaluate past and expected progress towards achieving the Contractor's Diversion goals and objectives.
3. Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law.
4. Determine needs for adjustment to programs.
5. Evaluate Customer service and Complaints.
6. Determine Customer compliance with AB 341, AB 1826, SB 1383, and any subsequent State-mandated Recycling requirements.

#### **5. Monthly Report Content**

Monthly reports shall be submitted by Contractor to the City and shall include the following information pertaining to the most recently-completed calendar month. In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report. Contractor shall report the information included in the following Subsections.

##### **a. Tonnage Report**

1. Tonnage delivered to each Approved Facility by Customer Type, sub-totaling and clearly identifying those Tons that are Diverted and those that are Disposed.
2. Bulky Items Collected by Customer Type.
3. Solid Waste Tonnage Disposed.
4. Bulky Items Tonnage and Tonnage Disposed from non-Divertible materials and Processing Residue.

## **EXHIBIT F**

### **RECORDKEEPING AND REPORTING REQUIREMENTS**

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5. Monthly Diversion rate by Customer Type (Commercial, Industrial, and Residential) and in aggregate for all Customer Types under this Agreement.
6. Provide C&D Diversion reports by project that concluded that month and an ongoing C&D Tonnage monitoring report.

#### **b. Diversion Report**

Contractor shall report the Diversion level for each month and the cumulative year-to-date Diversion Level, where Diversion level shall be calculated as: (Discarded Materials Collected – Solid Waste Collected – Processing Residue Disposed) / Discarded Materials Collected.

#### **c. Revenue Report**

Provide a statement detailing Gross Receipts from all operations conducted or permitted pursuant to this Agreement.

#### **d. Customer Subscription and Collection Report**

1. A summary of Customer subscription data, including the number of accounts; the number of Customers subscribing to each Service Level listed separately by Customer Type and Discarded Material type.
2. Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service, cubic yards of Bin service, and pulls and cubic yards or Tons of Roll-Off Box and Compactor service by Customer Type. Report should calculate the average volume of service received per: Single-Family Dwelling Unit ; Multi-Family Dwelling Unit; and, Commercial Customer.
3. List of all Commercial and Multi-Family Customers with Solid Waste service. Such list shall include each such Customer's service address and subscribed Solid Waste, Recyclable Materials, and Organic Materials Service Levels, and other information as required by the Agreement. The list should include all information in one line for each Customer illustrating the Service Level for each Material Type and the total Service Level for all Material Types the Customer has subscribed to.
4. Number of Customers subscribing to each City approved service exemption by Customer Type; including the total number of de minimis waivers, physical space constraint waivers, and Collection frequency waivers granted in the month in accordance with Exhibit B.8.I, including the Customer name and address for each waiver
5. The number of waivers reviewed and number of reverification inspections performed by the Contractor pursuant to Exhibit B.8.I of this Agreement in the month, if any, including a copy of documentation for each waiver review and reverification inspection.

#### **e. City Services Report**

1. City facility Diversion rate report (i.e. volume of service by Service Type received by each City Facility).
2. Summary report on the programs offered to City as described in Exhibit B focused on when each service was provided and any issues/concerns identified.

## **EXHIBIT F**

### **RECORDKEEPING AND REPORTING REQUIREMENTS**

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#### **f. Customer Service Report**

1. Number of events of Discarded Materials being tagged for Non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.).
2. Number of Courtesy Pick-Up Collections summarized by the reason for leaving a Courtesy Pick-Up Notices (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.).
3. List of Customers for which Contractor has performed a Courtesy Pick-Up Collection, including the Customer address, and material type for which the Courtesy Pick-Up Collection was performed.
4. Summary report of all Complaints received, and the action taken in response to said Complaints.
5. Record of SB 1383 non-compliance Complaints received, including the following information:
  - A. Total number of Complaints received and total number of Complaints investigated.
  - B. Copies of documentation recorded for each Complaint received, which shall at a minimum include the following information: (i) The Complaint as received; (ii) The name and contact information of the complainant, if the Complaint is not submitted anonymously; (iii) The identity of the alleged violator, if known; (iv) A description of the alleged violation; including location(s) and all other relevant facts known to the complainant; (v) Any relevant photographic or documentary evidence submitted to support the allegations in the Complaint; and, (vi) The identity of any witnesses, if known.
  - C. Copies of all Complaint reports submitted to the City, pursuant to Exhibit B.8.m of this Agreement.
  - D. Documentation of any follow-up inspections and/or outreach, if any, conducted upon City request pursuant Exhibit B.8.n of this Agreement, which shall include at a minimum: (i) The date the Contractor investigated the Complaint; (ii) documentation of the findings of the investigation; and (iii) Any photographic or other evidence collected during the investigation.

#### **g. Contamination and Overage Monitoring Report**

1. The number of route reviews conducted pursuant to Exhibit B.8.k of this Agreement.
2. Description of the Contractor's process for determining the level of contamination or Container overfilling during route reviews. Contractor shall document the contamination and/or overfilling through use of film or digital photography.
3. A record of each inspection and contamination fee or Overage fee assessed, which shall include, at a minimum:
  - A. Name and address of the Customer;
  - B. The date the contaminated Container was observed;
  - C. The staff who conducted the inspection;
  - D. The total number of violations found and a description of what action was taken for each;

## **EXHIBIT F**

### **RECORDKEEPING AND REPORTING REQUIREMENTS**

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- E. Copies of all notices to Customers with Prohibited Container Contaminants; and,
  - F. Photographic documentation.
4. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants.
  5. Summary report of Courtesy Pick-Up Notices, Non-Collection Notices, and/or Contamination Processing Fee Notices issued, which for each notice shall include the date of issuance, Customer name, and service address.
  6. A list of all Customers assessed Contamination Processing Fees or Overage fees, pursuant to Exhibit B.8.k of this Agreement, reported separately by Customer Type, and including the Customer name, Customer address, and reason for the assessment of the fees; the total number of instances fees were assessed in the month; and, the total amount of fees collected in the month.
  7. Any other information reasonably requested by the City during a monthly meeting or specified in contamination monitoring or Overage provisions of this Agreement.
- h. City Annual Service Allowance Report**
1. Documentation for tracking and monitoring the balance of the City Annual Service Allowance per Section 6(H).
- 6. Quarterly Report Content**
- a. Education and Outreach**
1. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Exhibit C, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, website, and social media postings.
  2. A record of the date and to whom the information was disseminated, or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.
  3. For any mass distribution through mailings or bill inserts, provide a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
  4. A copy of all electronic media, including the dates posted or sent of: social media posts, e-mail communications, or other electronic messages. A summary report shall be provided for electronic marketing that itemizes each communication and reports performance metrics for each that are relevant to that type of communication (e.g. open and click-through rates for email marketing, engagement numbers for social media, etc.).
  5. Summary of the results of the Diversion opportunity assessments provided to Customers (reporting Multi-Family separate from Commercial) by identifying the number of Diversion opportunity assessments conducted each month in the most-recently completed quarter, and contact information including address, contact names, telephone number of Persons contacted, number of Dwelling Units (for Multi-Family), and the Recyclable Materials, Organic

## **EXHIBIT F**

### **RECORDKEEPING AND REPORTING REQUIREMENTS**

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Materials, and Solid Waste Service Level for each complex. Include any Service Level changes resulting from such visits.

6. Summary of the public education materials and activities provided to schools in the month, if any; including results from Diversion opportunity assessments as described in Exhibit C.
7. Dates, times, and group or event names of any site visits, meetings, and events attended in the month.

#### **7. Annual Report Content**

The annual report shall be the final monthly report, including annual totals, summary pages, and a compilation of any materials required by the monthly reports, plus the following additional information.

##### **a. Summary Assessment**

Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly the Contractor's Diversion goals. Provide recommendations and plans to improve, and highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by the Contactor in the State.

##### **b. Collection and Processing Report**

1. The total Tonnage amount of Discarded Materials, removed from homeless encampments and illegal disposal sites as part of an abatement activity, listing each Collection event separately by date, location, and Tonnage Collected, pursuant to Exhibit B.8.
2. A record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a landfill, pursuant to Exhibit B.8.l of the Agreement.
3. Written notification that the Approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics and/or plastic bags, in accordance with Exhibit H and SB 1383.

##### **c. Education and Outreach Report**

1. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
2. The annual public education plan required by Exhibit C for the upcoming then-current calendar year. For example, Contractor submittal of a 2026 annual report in February 2027 shall include Contractor submittal of the annual public education plan for calendar year 2027.

##### **d. Commercial Edible Food Generator Report**

1. Commercial Customer list including contact information requested by the City Manager or their designee and designation of each Commercial Customer as either "Tier 1", "Tier 2", or "Non-Covered" Edible Food Generator.

## **EXHIBIT F**

### **RECORDKEEPING AND REPORTING REQUIREMENTS**

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**e. Vehicle Inventory**

1. A list of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, and purchase date.
2. If applicable, the total amount of RNG procured by the Contractor for use in Contractor vehicles, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor vehicles in the calendar year, if these values are different.
3. The name, physical location, and contact information of each entity, operation, or facility from whom the Contractor procured RNG for Collection vehicles.

**f. AB 341/AB 1826 Compliance**

Provide a listing of Commercial Customers subscribing to four (4) or more cubic yards of Solid Waste service per week who do not currently subscribe to Recyclable Materials Collection service from Contractor.

Provide a listing of Commercial Customers subscribing to two (2) or more cubic yards of Solid Waste service per week who do not currently subscribe to Organic Materials Collection service from Contractor.

**8. Additional Reports**

**a. Preparation of CalRecycle Electronic Annual Report (EAR).**

Contractor shall prepare, and submit to City for review, the initial draft EAR by July 1 of each Rate Period. Contractor shall revise EAR upon receipt of revisions made by City and/or their designee, and City will be responsible to submit EAR to CalRecycle upon receipt of revisions made by Contractor.

**b. Completion of Recycling and Disposal Modification Process.**

In the event Contractor or City is made aware of errors or incorrect reporting to CalRecycle's Recycling and Disposal Reporting System (RDRS), or other similar reporting systems, Contractor is responsible for completing the Disposal modification process and protocols in the event there are reporting errors that need to be corrected with CalRecycle and the RDRS.

**c. Upon Incident Reporting.**

City reserves the right to request additional reports or documents in the case of unforeseen events or additional requirements imposed upon the City. The Contractor shall provide the requested reports, documents, or information within ten (10) Business Days upon receipt of the request or within a timeframe determined by the City Manager or their designee, which shall not to exceed ten (10) days.

**d. AB 901 Reporting.**

At the City's option, City may require that Contractor provide the City copies of Contractor's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within ten (10) Business Days of the request.

## **EXHIBIT F**

### **RECORDKEEPING AND REPORTING REQUIREMENTS**

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**e. Customized Reports.**

The City reserves the right to reasonably request Contractor to prepare and provide customized reports from records Contractor is required to maintain.

**EXHIBIT G:**  
**CONTRACTOR'S IMPLEMENTATION PLAN AND SCHEDULE**

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# EXHIBIT G: CONTRACTOR'S IMPLEMENTATION PLAN AND SCHEDULE

## DRAFT SB 1383 Implementation Plan - Outreach and Education City of Huntington Beach

*\*All implementation dates are TARGETS, subject to the date of Contract commencement and Republic's ability to procure without delays outside our control. Should any delays occur, Republic will immediately communicate these to the city so that the implementation schedule can reflect necessary adjustments.*

Task #	Description	Amendment Section	Owner	Target Start Date	Target End Date	Completion Status	Notes/ Results
1	Welcome Packet Initial Mailing (Residential-3 carts currently)		RS	6/1/2026	6/26/2026		Approximately 37,000
	Develop letter and service guide		City	6/29/2026	7/17/2026		Welcome packet to include information about additional cart change.
	Finalize with City approval		RS	7/27/2026	8/30/2026		37,000 Residential Addresses
	Print & Mail to residential customers with 3 carts		RS	1/1/2027			Residents will have ability to opt out and have carts removed.
2	Direct invoices to residents with additional carts						
	Welcome Packet Initial Mailing (Residential/Multifamily/Townhomes - 2 carts)		RS	9/1/2026	9/30/2026		Approximately 12,000 total (2 year roll out).
	Develop letter and service guide		City	10/1/2026	10/31/2026		
	Finalize with City approval		RS	1/1/2027	1/31/2027		2 Year Rollout (Delivery 2/1/2027-6K, 2/1/2028-6K)
3	Print & Mail to residential customers with 2 carts						
	Welcome Packet Initial Mailing (Commercial & Multi-Family)		RS	1/1/2027	2/28/2027		
	Develop letter and service guide		City	3/1/2027	3/30/2027		
	Finalize with City approval		RS	5/1/2027	Ongoing		Print and mailing will be on-going with phased-in auto-enrollment.
4	Distribute to customers during site visits		RS	Ongoing			
	Corrective Action Notice						
	Develop		RS	4/1/2027	4/30/2027		
	Finalize with City approval		RS & City	5/1/2027	5/30/2027		
5	Print Notice for Distribution		RS	6/1/2027	6/30/2027		
	Driver training w/ tags		RS	8/1/2027	8/30/2027		
	Begin tagging		RS	9/1/2027	Ongoing		
	Courtesy Pickup Notice						
6	Develop		RS	4/1/2027	4/30/2027		
	Finalize with City approval		RS	5/1/2027	5/30/2027		
	Print Notice for Distribution		RS	6/1/2027	6/30/2027		
	Driver training w/ tags		RS	8/1/2027	8/30/2027		
7	Begin tagging		RS	9/1/2027	Ongoing		
	Residential Newsletter (1 x per year distribution) - 48,000						Winter distribution Distribution to Approximately 48,000 residents
	Develop newsletter articles with City		RS	9/1/2026	10/30/2026		Collaborative effort with City to develop.
	Finalize with City approval		City	11/1/2026	11/30/2026		
8	Print & Mail		RS	12/1/2026	12/31/2026		
	Commercial Newsletter (2 x per year distribution)						Winter/Summer Distribution to Approximately 3,600 businesses
	Develop Annual Notice		RS	9/1/2026	10/30/2026		Collaborative effort with City to develop.
	Finalize with City approval		City	11/1/2026	11/30/2026		
9	Print & Mail		RS	12/1/2026	12/31/2026		
	Customer Brochures, Flyers, Posters, etc.						
	Develop marketing pieces for City Hall events, site visits, etc.		RS	8/1/2026	9/30/2026		Collaborative effort with City to develop additional materials.
	Finalize with City approval		RS	10/1/2026	10/30/2026		
10	Print & distribute		RS & City	Ongoing			
	Update Website for SB 1383						
	Implement changes to Huntington Beach specific URL and add resources to page		City	Ongoing			Initial SB1383 communication posted in July 2026.
	Finalize with City review		RS	Ongoing			Website already exists. Updates will be ongoing as educational materials created.
10	Post materials to website		RS & City	Ongoing			
	Edible Food Recovery Assistance						
	Procure edible food recovery company to complete implementation		RS	1/1/2027	2/28/2027		
	Assist City in identifying Tier 1 & 2 generators		RS	3/1/2027	3/30/2027		
10	Develop marketing/educational materials for program		RS	3/1/2027	4/30/2027		
	Conduct inspections and distribute information to generators		RS & City	Ongoing			

# EXHIBIT G: CONTRACTOR'S IMPLEMENTATION PLAN AND SCHEDULE

<b>Draft SB 1383 Implementation Plan - Customer Enrollment</b> City of Huntington Beach						
*All implementation dates are TARGETS, subject to the date of Contract commencement and Republic's ability to procure without delays outside our control. Should any delays occur, Republic will immediately communicate these to the city so that the implementation schedule can reflect necessary adjustments.						
Task #	Description	Amendment Section	Owner	Target Start Date	Target End Date	Completion Status / Notes / Results
1	<b>City Cloud Based Software</b>					
	Determine City software system to be purchased		RS	7/1/2026	7/31/2026	
	Purchase cloud-based software and import data		RS & City	8/1/2026	9/30/2026	
	Schedule Trainings with software company		RS & City	10/1/2026		
2	<b>City Waiver Application</b>					
	Distribute to applicable Customers during site visits		RS	Ongoing	Ongoing	
	Update City software reporting system to reflect all submitted waiver applications		RS	11/1/2026	Ongoing	
3	<b>Container Labels</b>					
	Develop container labels for organics residential cart. (35, 65, and 95 gallon) to be mailed with Welcome packet.					
	Develop container labels for recycling and trash residential cart.					
	Develop container labels for all 4 commercial cart and bin commodity types					
	Submit to City for Review		RS	7/1/2026	7/31/2026	
	Existing Containers: Print and include labels to newly deployed containers		RS & City	8/1/2026	8/31/2026	
	New Carts: Provide graphics to container manufacturer to affix on new carts.					
	New Bins: Print and include labels for RS container shop to affix to newly deployed containers.		RS	9/1/2026	Ongoing	
4A	<b>Container Procurement (Residential Carts for Residents with 2-Carts)</b>					
	Year 1: Order 35 Gallon Carts with SB 1383 requirements for Single-Family and Townhome Customers in need of Organics Materials Carts (6K)		RS	10/1/2026	12/31/2026	
	Year 2: Order 35 Gallon Carts with SB 1383 requirements for Single-Family and Townhome Customers in need of Organics Materials Carts (6K)		RS	10/1/2027	12/31/2027	
4B	<b>Automatic Subscription of Services to Single-Family Residential and Multiple-Unit Dwellings with 2-Carts</b>					
	Determine total number of Customers not receiving 3-cart Collection.		RS & City	10/1/2026		
	Create map of auto enrollment Customers. Develop plan for auto-enrollment phases and divide Customers based on routing and geography within City. Customer phases will be a segment of the total number of 2-cart Customers targeted for auto-enrollment on a weekly/monthly basis. Customers will be given 30-day advanced notice by mail with all program details before Containers are delivered and services commence. Each phase of approximately 2,000 per month will be targeted per month until 100% of the Customer base has been accomplished. Final schedule to be approved by the City.		RS	9/1/2026	4/1/2028	
	Draft notification letter for Customers receiving auto-enrollment and receive City approval.		RS & City	10/1/2026	12/31/2026	
	Notify Customers of auto-enrollment scope, timelines, service levels applied to their accounts, container delivery dates, and expected service commencement dates. Republic to print and distribute auto-enrollment letters.		RS	1/1/2027	4/30/2028	Year 2 - 1/1/2028-4/1/2028 (6K)
	Update service data as auto-enrolled services are implemented.		RS & City	1/1/2027	4/30/2028	
	Delivery 35 gallon carts to residents with 2-cart service.			2/1/2027	4/30/2028	Year 1 - 2/1/2027-4/30/2027 (2K per month, 6K for period) Year 2 - 2/1/2028-4/30/2028 (2K per month, 6K for period)
	Results reported to the City on a monthly basis, including all Customers who refuse service		RS & City	Ongoing Monthly		Ongoing until auto enrollment complete. Contractor to transition all SFR to a three container system.

# EXHIBIT G: CONTRACTOR'S IMPLEMENTATION PLAN AND SCHEDULE

Draft SB 1383 Implementation Plan - Customer Enrollment (Continued) City of Huntington Beach							
Task #	Description	Amendment Section	Owner	Target Start Date	Target End Date	Completion Status	Notes/Results
5A1	<b>Container Procurement (Commercial Carts)</b> Year 1: Order Carts with SB 1383 requirements for Customers enrolling in Organic Materials and Recycling Cart service Year 2: Order Carts with SB 1383 requirements for Customers enrolling in Organic Materials and Recycling Cart service Year 3: Order Carts with SB 1383 requirements for Customers enrolling in Organic Materials and Recycling Cart service		RS	4/1/2027	5/30/2027		
	Year 1: Order Carts with SB 1383 requirements for Customers enrolling in Organic Materials and Recycling Cart service		RS	4/1/2028	5/30/2028		
	Year 2: Order Carts with SB 1383 requirements for Customers enrolling in Organic Materials and Recycling Cart service		RS	4/1/2029	5/30/2029		
	Year 3: Order Carts with SB 1383 requirements for Customers enrolling in Organic Materials and Recycling Bin service		RS	4/1/2027	5/30/2027		Year 2 - 4/1/2028 Year 3 - 4/1/2029
	Year 2: Order Bins with SB 1383 requirements for Customers enrolling in Organic Materials and Recycling Bin service		RS	4/1/2028	5/30/2028		
	Year 3: Order Bins with SB 1383 requirements for Customers enrolling in Organic Materials and Recycling Bin service		RS	4/1/2029	5/30/2029		
5B	<b>Automatic Subscription of Services to Commercial and Multiple Unit-Dwellings</b> Initial list of total number of customers not receiving either Recycling and Organic Materials services on a monthly basis.  Create map of auto enrollment Customers. Develop a three year plan for auto-enrollment phases and divide Customers based on service needs, routing, frequency, and geography within City. Customer waves will be an aggregate of the total noncompliant Customers targeted for auto-enrollment on a monthly basis.		RS & City				
	Initial list of total number of customers not receiving either Recycling and Organic Materials services on a monthly basis.		RS	7/1/2026	9/30/2026		
	Create map of auto enrollment Customers. Develop a three year plan for auto-enrollment phases and divide Customers based on service needs, routing, frequency, and geography within City. Customer waves will be an aggregate of the total noncompliant Customers targeted for auto-enrollment on a monthly basis.		RS	10/1/2026	12/31/2026		July 2027 - 2500 Commercial Carts (Rec and Org) July 2027 - 250 Commercial Bins (Rec and Org) July 2028 - Phase 2 Roll out of remaining commercial carts and Bins
	Draft notification letter for Customers receiving auto-enrollment and receive City approval.		RS & City	1/1/2027	2/28/2027		
	Upon City or customer request, conduct pre-auto enrollment site visits to Generators to assess if Customer qualifies for space constraint or de minimis waiver. Document waiver candidates in software reporting system.		RS	7/1/2026	Ongoing		
	Remove verified exemption customers from auto-enrollment procedures		RS	7/1/2026	Ongoing		
	Notify Customers of auto-enrollment scope, timelines, service levels applied to their accounts, monthly rates, Container delivery dates, and expected service commencement dates. Sustainability Advisors' to provide technical assistance to requests as a result of the letter, including providing proposals, right-sizing assistance and public education.		RS	5/1/2027	Ongoing		
	Deliver commercial carts/bins to commercial/multifamily customers		RS	7/1/2027	9/30/2028		July 2027 - 2,320 Commercial Carts (Rec and Org) July 2027 - 258 Commercial Bins (Rec and Org) July 2028 - Phase 2 Roll out of remaining commercial carts and Bins (2,321 carts and 258 bins)

\*All implementation dates are TARGETS, subject to the date of Contract commencement and Republic's ability to procure without delays outside our control. Should any delays occur, Republic will immediately communicate these to the city so that the implementation schedule can reflect necessary adjustments.

# EXHIBIT G: CONTRACTOR'S IMPLEMENTATION PLAN AND SCHEDULE



## Draft SB 1383 Implementation Plan - Customer Enrollment (Continued)

### City of Huntington Beach

*\*All implementation dates are TARGETS, subject to the date of Contract commencement and Republic's ability to procure without delays outside our control. Should any delays occur, Republic will immediately communicate these to the city so that the implementation schedule can reflect necessary adjustments.*

Task #	Description	Amendment Section	Owner	Target Start Date	Target End Date	Completion Status	Notes/Results
5A1	<b>Container Procurement (Commercial Carts) (Continued)</b>						
	Update service data and billing data as auto-enrolled services are implemented.		RS & City	5/1/2027	Ongoing		Is it possible to omit signed Customer Service Agreements if we are auto-enrolling? This will be vital to meet timelines.
	Results reported to the City on a monthly basis, including all Customers who refuse service		RS & City	8/1/2027	Ongoing		
	Monitoring: Upon completion of auto-enrollment, Republic Services to provide all auto-enrolled Customers technical assistance, including right-sizing, training, and education. City or Customer may request that Republic perform on-site monitoring.		RS	10/1/2027	Ongoing		
6	<b>Billing for Subscription of Services to Single-Family Residential and Multiple-Unit Dwellings with Additional Carts</b>						
	Direct invoices to residents with additional carts		RS	1/1/2027	Ongoing		Residents with more than 1 cart per commodity will have ability to opt out and have carts removed.
7	<b>Commercial and Multiple-Use Dwelling Generator Compliance Reviews</b>						
	Conduct desk review of all Customers generating more than 2 cubic yards of Solid Waste per week		RS		Annually		
	Identify all noncompliant Customers during desk review		RS		Annually		
	Assist customers with selecting appropriate Containers and Container sizing		RS		Annually		
	Develop customer proposal template for City approval		RS & City		Annually		
	Provide a written proposal to each non-compliant Commercial and Multiple-Unit Dwelling Customer		RS	Ongoing	Annually		
	Attempt to reach nonresponsive Customers 3 times (one attempt must be an in person site visit) after supplying proposal		RS		Ongoing		
	Refer Customer to City for enforcement after 3 unsuccessful outreach attempts within a 30 day period		RS & City	4/1/2027	Ongoing		
	City enforcement against noncompliant Generators		City	Ongoing			

# EXHIBIT G: CONTRACTOR'S IMPLEMENTATION PLAN AND SCHEDULE



## Draft SB 1383 Implementation Plan - Other Operating Procedures

### City of Huntington Beach

*\*All implementation dates are TARGETS, subject to the date of Contract commencement and Republic's ability to procure without delays outside our control. Should any delays occur, Republic will immediately communicate these to the city so that the implementation schedule can reflect necessary adjustments.*

Task #	Description	Amendment Section	Owner	Target Start Date	Target End Date	Completion Status	Notes/ Results
1	<b>Shred Event</b>		RS & City	TBD	Annually		1 event per year
	Determine event date (Saturday) & venue/location		RS & City				
	Schedule trucks		RS & City				
	Market Event		RS				
2	<b>Compost Event</b>		RS & City	TBD	Annually		1 event per year
	Determine event date (Saturday) & venue/location		RS & City				
	Schedule trucks		RS & City				
	Market Event		RS				
3	<b>Annual Route Reviews</b>		RS		Ongoing		
	Propose route review methodology and schedule for performance		RS & City	9/1/2026			
	Conduct route review as scoped		RS	10/1/2026			
	Submit annual route review plan to City		RS & City	12/15/2026			Calendar year requirement. Can be provided in alignment with Public Education and Outreach Plan.

**EXHIBIT H:  
FACILITIES**

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# EXHIBIT H: FACILITIES

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## 1. General - Solid Waste

Contractor shall offer and provide Solid Waste Collection services as described in Exhibit B.

Contractor acknowledges that City is committed to Diverting materials from Disposal through the implementation of source reduction, reuse, Recycling, Composting, and other programs, and that City may implement new programs, with or without the involvement of the Contractor, that may impact the overall quantity or composition of Solid Waste to be Collected by Contractor. Contractor shall not be entitled to any compensation or other relief resulting from a decline in Solid Waste volumes or Tonnage or from a change in the composition of Solid Waste.

Contractor shall Transport all Solid Waste Collected in City to a Designated Disposal Facility. Contractor shall pay all costs associated with Transportation and Disposal of Solid Waste including payment of any gate fees charged at a Designated Disposal Facility. Contractor shall observe and comply with all regulations and posted rules in effect at a Designated Disposal Facility and cooperate with and take direction from the operator thereof with respect to delivery of Solid Waste.

## 2. Recyclable And Organic Materials Facility

- A. **Collection.** Contractor shall provide Recyclable and Organic Materials Collection services as described in Exhibit B.
- B. **Transfer.** Contractor plans to Transport Recyclable Organic Materials to the Approved Transfer Facility where the materials will be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Processing Facilities. Contractor shall keep all existing permits and approvals necessary for use of the Approved Transfer Facility in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Transfer Facility Subcontractor if necessary) to City Manager. If the Contractor is unable to use the Approved Transfer Facility, then the Contractor shall be responsible for making other Transportation arrangements. In such event, Contractor shall not be compensated for any additional costs. If the Contractor plans to change its Transfer method, Contractor shall obtain written approval from the City prior to making the change.
- C. **Processing.** Contractor shall Transport and deliver all Source Separated Recyclable Materials placed in Recyclable Material Containers to the Approved Recyclable Materials Processing Facility and Source Separated Organic Materials placed in Organic Material Containers in the City to the Approved Organic Materials Processing Facility. All tipping fees and other costs associated with Transporting and Processing of such Recyclable and Organic Materials at the Approved Processing Facilities and Disposing of the Residue shall be paid by Contractor.
- D. **Capacity Guarantee.** Contractor guarantees sufficient capacity at the Approved Processing Facilities to Process all Source Separated Recyclable and Organic Materials Collected by Contractor under this Agreement throughout the Term of the Agreement; provided, however, that Contractor makes no guaranty with respect to the capacity of any County facilities to the extent Organic Materials are handled at County facilities.

## **EXHIBIT H: FACILITIES**

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- E. Compliance with Regulatory Requirements and Applicable Law.** Contractor shall keep all existing permits and approvals necessary for use of the Approved Processing Facilities in full regulatory compliance. Upon request, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Processing Facility Subcontractor if necessary) to City Manager.
- F. Notification of Emergency Conditions.** Each Approved or Designated Facility shall notify the City of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement.
- G. Approved Facility(ies) Unavailable/Use of Alternative Facility(ies).** If Contractor is unable to use the Approved Processing Facility due to an event that meets the requirements for excusing Contractor from performance of this specific obligation as described in Section 9, Contractor shall use an alternative Processing Facility provided that the Contractor provides written notice to City Manager. Within forty-eight (48) hours of emergency or sudden and unforeseen closure, the Contractor shall provide a written description of the reasons the use of the Approved Processing Facility is not feasible, and the period of time Contractor proposes to use the alternative Processing Facility. Such a change in Processing Facility shall be temporarily permitted until such time as the City Manager is able to consider and respond to the use of the proposed alternative Processing Facility. If the use of the proposed alternative Processing Facility is anticipated to or actually does exceed thirty (30) days in a consecutive twelve (12) month period, the use of such Processing Facility shall be subject to approval by the City Manager. The City Manager may in their sole discretion approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative Processing Facility. If the City disapproves the use of the proposed alternative Processing Facility, the Parties shall meet and confer to determine an acceptable Processing Facility.

If the use of an alternative Processing Facility is for reasons within Contractor's control Contractor's Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing Facility. However, if the use of an alternative Processing Facility is due to reasons beyond Contractor's control, then City shall adjust, either up or down, Contractor's Compensation for changes in Transportation and Processing costs associated with the use of the alternative Processing Facility. In the event that the change in the Processing Facility results in increased costs, City may identify and direct Contractor to an alternative Processing Facility, at the Contractor's expense, which results in less cost than the Contractor-identified alternative.

Except for the emergency conditions described in this Exhibit H, Contractor shall not change its selection of the Approved Processing Facilities without City's written approval, which may be withheld in the City's reasonable discretion. If Contractor elects to use a Processing Facility that is different than the initial Approved Processing Facilities, it shall request written approval from the City Manager sixty (60) calendar days prior to use of the site and obtain City's written approval no later than ten (10) calendar days prior to use of the site. Failure to meet the requirements of this Exhibit may result in Liquidated Damage as identified in Section 9.

Contractor shall observe and comply with all regulations in effect at the Approved Processing Facilities and cooperate with and take direction from the operator thereof with respect to delivery

## **EXHIBIT H: FACILITIES**

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of Recyclable and Organic Materials. Contractor shall actively work with the Approved Processing Facility operators throughout the Term of this Agreement to ensure that contamination of the Recyclable and Organic Materials Collected under this Agreement and delivered to the Processing Facility remains below the limits established by Applicable Law including, without limitation, SB 1383.

- H. Marketing.** The Contractor shall be responsible for marketing Recyclable Materials and Organic Materials Collected in the City that are delivered for Processing at the Approved Processing Facilities. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local markets for Recyclable and Organic Materials.
- I. Residue Disposal.** Residue from the Processing of Recyclable and Organic Materials Collected under this Agreement at the Approved Processing Facilities, which cannot be marketed, shall be Disposed of by Contractor, or the Processing Facility Subcontractor. Residue delivered for Disposal shall not include any Excluded Waste.
- J. Compostable Plastics.** If Compostable Plastics are accepted at the Approved Organic Materials Processing Facility, Customers may place Compostable Plastics in the Organic Materials Container for Collection, including Compostable Plastic bags used by Customers to contain Food Waste prior to placement in the Organic Materials Container for Collection. Contractor may prohibit use of Compostable Plastics in Organic Material Containers. Only if Compostable Plastics are accepted at the Approved Organic Materials Processing Facility, Contractor shall Collect and Transport such materials for Processing at the Approved Organic Waste Processing Facility. At least six (6) months after the Effective Date, and annually thereafter, Contractor shall provide a written notification to the City authorizing that the Approved Organic Materials Processing Facility has and will continue to have the capability to Process and recover the Compostable Plastics throughout the Term of the Agreement; and the Contractor shall not revoke this authorization at any time during the Term of the Agreement. If the Contractor does not submit such notification, or if at any time during the Term of the Agreement the Approved Organic Materials Processing Facility can no longer accept and/or Process Compostable Plastics once approved for Collection, the City may assess Liquidated Damages. Contractor shall notify the City within thirty (30) days of the Approved Organic Materials Processing Facility's inability to accept the Compostable Plastics. The notification shall, at a minimum, include: the date and a description of the reasons that the Approved Organic Materials Processing Facility is not able to Process and recover the Compostable Plastics; the period of time the Approved Organic Materials Processing Facility will not Process and recover these materials; and the Contractor's proposed plan to find an alternative Facility or arrangement to Process the Compostable Plastics, subject to City approval. City may prohibit or restrict the use of Compostable Plastics, with a six (6) month notice to Contractor, and this shall not constitute a City-Directed Change in Scope or Change in Law under this Agreement.
- K. Clear Plastic Bags.** If the Contractor's Approved Organic Materials Processing Facility accepts Food Waste contained in clear plastic bags for the separation of Food Waste from other Organic Materials, Customers may place Food Waste contained in clear plastic bags in the Organic Materials Container for Collection. The Contractor's Approved Organic Materials Processing Facility shall treat the clear plastic bags as Residue, once separated from the Food Waste. At least six (6) months after the Effective Date, and annually thereafter, Contractor shall provide a written

## EXHIBIT H: FACILITIES

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notification to the City authorizing that the Approved Organic Materials Processing Facility has and will continue to have the capability to Process and recover the Compostable Plastics throughout the Term of the Agreement; and the Contractor shall not revoke this authorization at any time during the Term of the Agreement. If the Contractor does not submit such notification, or if at any time during the Term of the Agreement the Approved Organic Materials Processing Facility can no longer accept and/or Process clear plastic bags once approved for Collection, the City may assess Liquidated Damages. Contractor shall notify the City within thirty (30) days of the Approved Organic Materials Processing Facility's inability to accept the clear plastic bags. The notification shall, at a minimum, include: the date and a description of the reasons that the Approved Organic Materials Processing Facility is not able to Process the clear plastic bags; the period of time the Approved Organic Materials Processing Facility will not Process these materials; and the Contractor's proposed plan to find an alternative Facility or arrangement to Process the clear plastic bags, subject to City approval. City may prohibit or restrict the use of clear plastic bags with a six (6) month notice to Contractor, and this shall not constitute a City-Directed Change in Scope or Change in Law under this Agreement.

- L. **No Commingling of Materials.** Contractor shall not commingle materials which have been Source Separated with other material types (for example, Source Separated Recyclable Materials which have been properly placed for Collection shall not be combined with Solid Waste or Source Separated Organic Materials).

### 3. **Transfer and Processing Standards**

#### a. **Equipment and Supplies**

Contractor or it's Subcontractor shall equip and operate the Approved Processing Facilities in a manner to fulfill Contractor's obligations under this Agreement. Contractor is solely responsible for the adequacy, safety, and suitability of the Approved Processing Facilities. Contractor shall modify, enhance, and/or improve the Approved Processing Facilities as needed to fulfill Services under this Agreement.

Contractor or it's Subcontractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, Transfer, Transport, Processing equipment, and other consumables as appropriate and necessary to operate the Approved Processing Facilities and provide all services required by this Agreement; provided, however the foregoing shall not apply to any Approved Processing Facilities that are operated by the County. Contractor shall place the equipment in the charge of competent operators. Contractor shall repair and maintain all equipment at its own cost and expense.

#### b. **Scales and Weighing**

Contractor is solely responsible for ensuring accurate weighing of all materials entering and leaving the Approved Processing Facilities.

- i. **Facility Scales.** Contractor shall maintain State-certified motor vehicle scales in accordance with Applicable Law. All scales shall be linked to a centralized computer recording system at the Approved Processing Facilities to record weights for all incoming and outgoing materials. Contractor shall provide back-up generator(s) capable of supplying power to the scales in the event of a power outage. Contractor shall promptly arrange for use of substitute portable scales should its usual scales not be available for whatever reason. Pending substitution of portable scales, Contractor shall

## EXHIBIT H: FACILITIES

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as necessary estimate the Tonnages of materials delivered to and Transported from the Approved Processing Facilities, on the basis of delivery vehicle and Transfer trailer volumes, tare weights, and/or other available facility weight records. These estimates shall take the place of actual weights while scales are inoperable and shall be identified as estimates in electronic records and reporting.

- ii. **Tare Weights.** No less than thirty (30) calendar days after the Effective Date, Contractor shall ensure that all vehicles used by Contractor to deliver Recyclable Materials, Organic Materials, and Solid Waste to the Approved Processing Facilities are weighed to determine unloaded (“tare”) weights. Contractor shall electronically record the tare weight, identify vehicle as Contractor owned, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City with a report listing the vehicle tare weight information upon request. Contractor shall promptly weigh additional or replacement vehicles prior to placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) calendar days of a City request and shall re-tare vehicles immediately after any major maintenance or service event.
- iii. **Testing.** Contractor shall test and calibrate all scales in accordance with Applicable Law, but at least one (1) test and recalibration per scale every twelve (12) months or upon City request.
- iv. **Records.** Contractor shall maintain computerized scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, and vehicle identification number. Contractor shall also maintain computerized scale records and reports providing historical vehicle tare weights for each vehicle and the date and location for each tare weight recorded.
- v. **Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video cameras at the Approved Processing Facilities, Contractor shall make those videos available for City review during the Approved Processing Facility’s operating hours, upon request of the City, and shall provide the name of the driver of any particular load if available.

## EXHIBIT H: FACILITIES

### Facilities List

Approved or Designated Facility Type	Required Facility Information
Approved Transfer Facility(ies)	<p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none"> <li>• Address: 1131 N. Blue Gum St. Anaheim, CA 92806</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0335</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste , Food Waste, Source Separated Organic Materials , C&amp;D , MSW</li> </ul> <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none"> <li>• Address: 17121 Nichols Ln Huntington Beach CA, 92647</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0099</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&amp;D, MSW</li> </ul>
Designated Disposal Facility(ies)	<p>Facility Name: Olinda Alpha Landfill</p> <ul style="list-style-type: none"> <li>• Address: 1942 N. Valencia Avenue Brea, CA 92823</li> <li>• Operator: OC Waste and Recycling</li> <li>• SWIS Number: SWIS 30-AB-0035</li> <li>• Facility Type: Landfill</li> <li>• Material Type(s): MSW</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS and Rainbow Transfer/Recycling</li> </ul> <p>Facility Name: Frank R. Bowerman Sanitary LF</p> <ul style="list-style-type: none"> <li>• Address: 11002 Bee Canyon Access Road, Irvine, CA 92618</li> <li>• Operator: OC Waste and Recycling</li> <li>• SWIS Number: 30-AB-0360</li> <li>• Facility Type: Landfill</li> <li>• Material Type(s): MSW</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS</li> </ul> <p>Facility Name: Prima Deshecha Landfill</p> <ul style="list-style-type: none"> <li>• Address: 32250 Avenida La Pata, San Juan Capistrano, CA 92675</li> </ul>

## EXHIBIT H: FACILITIES

Approved or Designated Facility Type	Required Facility Information
	<ul style="list-style-type: none"> <li>• Operator: OC Waste and Recycling</li> <li>• SWIS Number: 30-AB-0019</li> <li>• Facility Type: Landfill</li> <li>• Material Type(s): MSW</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS and Rainbow Transfer/Recycling</li> </ul>
Approved C&D Facility(ies)	<p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none"> <li>• Address: 1131 N. Blue Gum St. Anaheim, CA 92806</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0335</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste , Food Waste, Source Separated Organic Materials , C&amp;D , MSW</li> <li>• (If Applicable) Transfer Facility: Rainbow Transfer/Recycling</li> </ul> <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none"> <li>• Address: 17121 Nichols Ln Huntington Beach CA, 92647</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0099</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&amp;D, MSW</li> </ul>
Approved Organic Materials Processing Facility(ies)	<p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none"> <li>• Address: 1131 N. Blue Gum St. Anaheim, CA 92806</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0335</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste , Food Waste, Source Separated Organic Materials, C&amp;D, MSW</li> <li>• (If Applicable) Transfer Facility: Rainbow Transfer/Recycling</li> </ul> <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none"> <li>• Address: 17121 Nichols Ln Huntington Beach CA, 92647</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0099</li> <li>• Facility Type: Materials Recovery Facility and TS</li> </ul>

## EXHIBIT H: FACILITIES

Approved or Designated Facility Type	Required Facility Information
	<ul style="list-style-type: none"> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&amp;D, MSW</li> </ul> <p>Facility Name: Agromin OC Ontario</p> <ul style="list-style-type: none"> <li>• Address: 8292 Edison Ave. Ontario, CA 91762</li> <li>• Operator: Agromin</li> <li>• SWIS Number: SWIS 36-AA-0499</li> <li>• Facility Type: Composting site</li> <li>• Material Type(s): Organics</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS and Rainbow Transfer/Recycling</li> </ul> <p>Facility Name: Agromin OC- Oceanside Green Materials</p> <ul style="list-style-type: none"> <li>• Address: 1200 Wilshire Rd. Fallbrook, CA 92028</li> <li>• Operator: Agromin</li> <li>• SWIS Number: 37-AA-0991</li> <li>• Facility Type: Composting</li> <li>• Material Type(s): Organics</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS and Rainbow Transfer/Recycling</li> </ul> <p>Facility Name: Recology Blossom Valley Organics</p> <ul style="list-style-type: none"> <li>• Address: 6061 N Wheeler Ridge Rd. Lamont, CA 93242</li> <li>• Operator: Recology</li> <li>• SWIS Number: SWIS 15-AA-0307</li> <li>• Facility Type: Composting</li> <li>• Material Type(s): Organics</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS and Rainbow Transfer/Recycling</li> <li>•</li> </ul> <p>Facility Name: Kochergen Farms Composting</p> <ul style="list-style-type: none"> <li>• Address: Avenal Cutoff Rd. and Omaha Ave. Avenal CA 93239</li> <li>• Operator: Kochergen Farms</li> <li>• SWIS Number: SWIS 16-AA-0022</li> <li>• Facility Type: Composting</li> <li>• Material Type(s): Organics</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and</li> </ul>

## EXHIBIT H: FACILITIES

Approved or Designated Facility Type	Required Facility Information
	<p style="text-align: center;">TS and Rainbow Transfer/Recycling</p> <p>Facility Name: Republic Services Copper Mountain Landfill</p> <ul style="list-style-type: none"> <li>• Address: 34853 East County 12th Street, Wellton, AZ 85356</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: None</li> <li>• Facility Type: Landfill</li> <li>• Material Type(s): Organics</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS and Rainbow Transfer/Recycling</li> </ul> <p>Facility Name: Rialto BioEnergy Facility,</p> <ul style="list-style-type: none"> <li>• Address: 503 East Santa Ana Avenue Rialto, CA 92376</li> <li>• Operator: Anaergia Services</li> <li>• SWIS Number: SWIS 36-AA-0446 503</li> <li>• Facility Type: Large Volume In-Vessel Digestion Facility</li> <li>• Material Type(s): Source Separated Organic Materials</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS and Rainbow Transfer/Recycling</li> </ul> <p>Facility Name: Circle Green Tech Park</p> <ul style="list-style-type: none"> <li>• Address: 17900 Sheep Creek Rd El Mirage, CA 92301</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: 36-AA-0500</li> <li>• Facility Type: Compost Facility (Mixed)</li> <li>• Material Type(s): Food Waste and Green Waste</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS and Rainbow Transfer/Recycling</li> </ul>
Approved Recyclable Materials Processing Facility	<p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none"> <li>• Address: 1131 N. Blue Gum St. Anaheim, CA 92806</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0335</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste , Food Waste, Source Separated Organic Materials , C&amp;D , MSW</li> </ul> <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none"> <li>• Address: 17121 Nichols Ln Huntington Beach CA, 92647</li> <li>• Operator: Republic Services</li> </ul>

## EXHIBIT H: FACILITIES

Approved or Designated Facility Type	Required Facility Information
	<ul style="list-style-type: none"> <li>• SWIS Number: SWIS 30-AB-0099</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste , Food Waste, Source Separated Organic Materials , C&amp;D , MSW</li> <li>• (If Applicable) Transfer Facility: Transfer/Recycling</li> </ul> <p>Facility Name: Waste Management Of Orange</p> <ul style="list-style-type: none"> <li>• Address: 2050 Glassell Street Orange, CA 92865</li> <li>• Operator: USA Waste Of California, Inc</li> <li>• SWIS Number: 30-AB-0363</li> <li>• Facility Type: Transfer/ Processing</li> <li>• Material Type(s): Source separate recyclables</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS and Rainbow Transfer/Recycling</li> </ul> <p>Facility Name: Stanton Recycling and Transfer Facility</p> <ul style="list-style-type: none"> <li>• Address: 11232 Knott Ave, Stanton, CA 90680</li> <li>• Operator: CRR Incorporated</li> <li>• SWIS Number: 30-AB-0013</li> <li>• Facility Type: Transfer/ Processing</li> <li>• Material Type(s): Source separate recyclables</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS and Rainbow Transfer/Recycling</li> </ul>

**EXHIBIT I:**  
**LIST OF RECYCLABLE MATERIALS AND ORGANIC MATERIALS**

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# **EXHIBIT I: LIST OF RECYCLABLE MATERIALS AND ORGANIC MATERIALS**

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## **1. Recyclable Materials**

Recyclable Materials are the materials listed in this Exhibit I.1 as mutually agreed upon by City and Contractor.

### **A. Paper:**

1. kraft paper, all forms
2. molded fiber packaging (without plastic component)
3. Cardboard
4. paperboard, all forms
5. white paper, all forms
6. other/mixed paper, all forms (e.g. newspaper, magazines, junk mail, school notebooks)

### **B. Metal:**

1. Aluminum:
  - a. containers, non-aerosol
  - b. foil sheets
  - c. foil molded containers
  - d. aerosol can
2. Tin, steel, and bi-metal containers
3. Scrap metal
4. Small metal (no size greater than 2")

### **C. Glass:**

1. Bottles
2. Jars
3. Small glass (no side greater than 2")

### **D. Plastic:**

1. PET (#1):
  - a. bottles, jugs, and jars (clear/natural)
  - b. bottles, jugs, and jars (pigmented/color)
  - c. thermoformed containers, cups, lids, plates, trays, tubs (three dimensional)
  - d. other rigid items (three dimensional containers)
2. HDPE (#2):
  - a. bottles, jugs and jars (clear/natural)

## **EXHIBIT I: LIST OF RECYCLABLE MATERIALS AND ORGANIC MATERIALS**

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- b. bottles, jugs, and jars (pigmented/color)
- c. pails and buckets
- d. other rigid items (three dimensional containers)
- 3. PP (#5)
  - a. bottles, jugs and jars
  - b. thermoformed containers, cups, lids, plates, trays, tubs
  - c. other rigid items (three dimensional containers)

### **2. Organic Materials**

Organic Materials are the materials listed in this Exhibit I.2 that may be amended from time to time by mutual agreement of the Parties.

#### **A. Food Scraps:**

- 1. All kitchen and table food
- 2. Animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs
- 3. Fruit waste, grain waste, dairy waste, meat, and fish waste
- 4. Vegetable trimmings and houseplant trimmings
- 5. Other Organic Waste common to the occupancy of Residential Customers and some commercial kitchen operations.

#### **B. Food Soiled Paper.** Food Soiled Paper includes paper material that is Compostable, has come into contact with Food Scraps or liquids, is not coated or lined with any non-paper material (“uncoated”), and is not made of synthetic materials (“non-synthetic”), including:

- 1. Other/mixed paper, all forms (without plastic component), such as:
  - a. paper plates
  - b. paper coffee cups
  - c. napkins
  - d. paper towels
  - e. paper lunch bags
  - f. coffee filters
  - g. paper straws
  - h. paper egg cartons
- 2. Pizza boxes / food-soiled Cardboard
- 3. Small paper and fiber (no size greater than 2”, without plastic component)

#### **C. Yard Trimmings:**

**EXHIBIT I:**  
**LIST OF RECYCLABLE MATERIALS AND ORGANIC MATERIALS**

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1. Grass
2. Lawn clippings
3. Shrubs
4. Plants
5. Weeds
6. Branches
7. Other forms of Organic Materials generated from landscapes, yards, or gardens

**D. Other:**

1. Untreated wood, all forms (without plastic component)
2. Compostable Plastic or Compostable Plastic bags only if determined acceptable per Exhibit .H

**EXHIBIT J:  
DOWNTOWN COLLECTION SCHEDULE**

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## EXHIBIT J: DOWNTOWN COLLECTION SCHEDULE

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### Downtown Commercial Area Collection Matrix

Add one (1) additional collection for two (2) total collections on all Holiday Mondays: Martin Luther King Junior Day, President's Day, Memorial Day, and Labor Day

Month	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
January	1	1	1	1	2	2	2
February	1	1	1	1	2	2	2
March	1	1	1	1	2	2	2
Easter Week	1	1	1	1	3	3	3
April	1	1	1	1	2	2	2
May	1	1	1	1	3	3	3
June	1	1	1	1	3	3	3
July	1	1	1	1	3	3	3
August	1	1	1	1	3	3	3
September	1	1	1	1	3	3	3
October	1	1	1	1	3	3	3
November	1	1	1	1	2	2	2
December	1	1	1	1	2	2	2

Notes:

- Numbers shown in the matrix indicate the number of times each day that Contractor will empty the designated Containers along the public sidewalks in the Downtown Pier Commercial area on, and in the vicinity of, Main Street.
- Additional pick-ups previously donated by Contractor are incorporated into the regular, permanent schedule. Contractor will charge the agreed-upon unit charge per Container and that charge will be annually increased in accordance with Section 11(B) on an annual basis.

**EXHIBIT K:  
RATE ADJUSTMENT FOR RESIDENTIAL ORGANICS FACILITY  
CHANGE**

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# EXHIBIT K: RATE ADJUSTMENT FOR RESIDENTIAL ORGANICS FACILITY CHANGE

: Data to be entered in bold, outlined boxes with yellow highlight.

Values and rates used for example purposes only.

Residential Rate Adjustment for Change to Organic Materials Facility					
Row		Republic's 2026 Organics Costs	[Insert Facility Name] Organics Costs	Increase (Decrease) to Residential Monthly Rate	Notes
<b>Residential Single-Family</b>					
1	HB Pre-Processing Cost / Ton		\$ 48.86		Future Organics Pre-Processing costs equal to 2024 Pre-Processing Costs, for example purposes only.
2	Transportation Cost / Ton		\$ 16.22		Future Organics Transportation Costs assumed equivalent to disposal transportation costs for Rainbow Facility to OC Waste and Recycling. See Republic's Proposal dated January 19, 2026.
3	Tip Fee / Ton		\$ 82.00		Future Organics Tip Fee based on proposed OCWR WISE Tip Fee.
4	Processing Cost / Ton of Organic Materials*	\$ 147.75	\$ 147.08		Calculation: R1 + R2 + R3
5	Lbs. / Ton	2,000	2,000		
6	Organic Materials Processing Cost / Lb.	\$ 0.07	\$ 0.07		Calculation: R4 ÷ R5
7	Organic Materials Lbs. / Home / Week	27.92	27.92		From R35
8	Organic Processing Cost / Home / Week	\$ 1.95	\$ 1.95		Calculation: R6 x R7
9	Weeks / Month	4.33	4.33		
10	Single-Family Organic Materials Processing Cost / Home / Month	\$ 8.44	\$ 8.44	\$ -	Calculation: R8 x R9
11	Single-Family Customers as a Percent of Total Residential Customers			75%	From R45
12	Single-Family Impact to Organic Material Processing Cost / Home / Month			\$ -	
*Processing Cost / Ton of Organic Materials to be adjusted by percentage change in CPI between the year Republic uses an alternative organics facility per direction of the City and the average CPI of 2025.					
<b>Residential Townhomes</b>					
13	Organic Materials Processing Cost / Lb.	\$ 0.07	\$ 0.07		From R6
14	Lbs. of Organic Materials / Home / Week	4.32	4.32		From R41
15	Organic Materials Processing Cost / Home / Week	\$ 0.30	\$ 0.30		Calculation: R13 x R14
16	Weeks / Month	4.33	4.33		
17	Townhome Organic Materials Processing Cost / Home / Month	\$ 1.30	\$ 1.30	\$ -	Calculation: R15 x R16
18	Townhome Customers as a Percent of Total Residential Customers			25%	Calculation: 1 - R45
19	Townhome Impact to Organic Material Processing Cost / Home / Month			\$ -	Calculation: R17 x R18
<b>Impact to Residential Rates</b>					
20	Organic Materials Processing Cost / Home / Month			\$ -	Calculation: R12 + R19

## EXHIBIT K: RATE ADJUSTMENT FOR RESIDENTIAL ORGANICS FACILITY CHANGE

Row	Description	Key Assumptions		Notes/Source
		Assumption	Units	
21	Estimated Organics Tons Based on 3-Year Average (2019-2021)		23,202 Ton / Year	From Republic's proposal dated January 19, 2026.
22	Additional Organics from Food Waste		2,792 Ton / Year	From Republic's proposal dated January 19, 2026.
23	Organic Materials Pre-Processing Rate / Ton	\$	48.86 Cost / Ton	From Republic's Organics Processing Cost dated October 1, 2024.
24	Organics Transportation Cost / Ton from Recology to Kochergen	\$	65.94 Cost / Ton	From Republic's Organics Processing Cost dated October 1, 2024.
25	2024 Organics Tip Fee / Ton at Recology	\$	47.74 Cost / Ton	From Republic's Organics Processing Cost dated October 1, 2024.
26	July 2025 Transportation of Material from Rainbow to OCWR Landfills	\$	16.22 Cost / Ton	From Republic's proposal dated January 19, 2026.

Estimated Organic Materials Lbs. Per Single Family Home Per Week				
27	Estimated Organics Tons Based on Average from 2019 to 2021		23,202 Ton / Year	From R21
28	Additional Organics from Food Waste		2,792 Ton / Year	From R22
29	Sum of Single Family Organics		25,994 Ton / Year	Calculation: R27 + R28
30	Single-Family Customers		35,790 Home	From Republic's proposal dated January 19, 2026.
31	Organic Tons / Home		0.73 Ton / Home / Year	Calculation: R29 ÷ R30
32	Lbs. / Ton		2,000 Lbs. / Ton	
33	Annual Organic Lbs.		1,452 Lbs. / Year	Calculation: R31 x R32
34	Weeks / Year		52 Wks. / Year	
35	Estimated Organic Materials Lbs. / Home / Wk.		27.92 Lbs. / Home / Wk.	Calculation: R33 ÷ R34

Organic Lbs. Per Townhome Per Week				
36	Organics Cubic Yards / 35 gallon Cart		0.16 CY / Gallon	From Republic's proposal dated January 19, 2026.
37	Number of Carts / Townhome Unit		1.00 Carts / Unit	
38	Pickups / Week		1.00 Pickups / Week	
39	Organics Cubic Yards / Unit / Week		0.16 CY / Unit / Week	Calculation: R36 X R37 X R38
40	Organic Lbs. / Cubic Yard		27.00 Lbs. / CY	From Republic's proposal dated January 19, 2026.
41	Organic Lbs. / Unit / Week		4.32 Lbs. / Unit	Calculation: R39 X R40

Single-Family Customers as a Percent of Total Residential Customers				
42	Single-Family Customers		35,790 Drive-Bys	From Republic's proposal dated January 19, 2026.
43	Townhomes		12,000 Carts	From Republic's proposal dated January 19, 2026.
44	Total Residential Customers		47,790 Pickups / Week	Calculation: R42 + R43
45	Single-Family Customers as a Percent of Total Residential Customers		75%	Calculation: R42 ÷ R44

**CERTIFICATE OF SECRETARY**


**RELATING TO THE FIRST AMENDMENT TO THE REVISED AND  
RESTATED REFUSE COLLECTION AND  
DISPOSAL SERVICES FRANCHISE AGREEMENT  
FOR THE CITY OF HUNTINGTON BEACH  
IN THE STATE OF CALIFORNIA**

The undersigned, Secretary of **RAINBOW DISPOSAL CO., INC.**, a California corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **DANIEL CAPENER** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 22<sup>nd</sup> day of May, 2026.



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Lauren McKeon, Secretary

**CERTIFICATE OF SECRETARY**

**RELATING TO THE FIRST AMENDMENT TO THE REVISED AND  
RESTATED REFUSE COLLECTION AND  
DISPOSAL SERVICES FRANCHISE AGREEMENT  
FOR THE CITY OF HUNTINGTON BEACH  
IN THE STATE OF CALIFORNIA**

The undersigned, Secretary of **RAINBOW TRANSFER/RECYCLING, INC.**, a California corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **DANIEL CAPENER** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 22<sup>nd</sup> day of May, 2026.

*Lauren McKeon*

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Lauren McKeon, Secretary