

**TOWN OF PARADISE  
RESOLUTION NO. 17-09**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED  
FRANCHISE AGREEMENT WITH NORTHERN RECYCLING & WASTE  
SERVICES FOR REFUSE COLLECTION, RECYCLING AND VEGETATIVE  
WASTE DIVERSION SERVICES FOR THE TOWN OF PARADISE, SUBJECT  
TO THE APPROVAL OF THE TOWN ATTORNEY**

**WHEREAS**, pursuant to Public Resources Code section 40059, the Town of Paradise has the authority to enter into an exclusive franchise agreement relating to solid waste handling services if the Town Council finds that the public health, safety and well-being so require; and

**WHEREAS**, since January 18, 2007, Northern Recycling and Waste Services has had an exclusive franchise agreement with the Town of Paradise for recycling and solid waste collection services; and

**WHEREAS**, on February 14, 2017, the Town Council authorized that a notice be mailed to all the property owners or ratepayers of Northern Recycling and Waste Services pursuant to the procedures set forth in California Constitution Article XIID section 6 (Proposition 218) for solid waste collection fees, including new street sweeping fees; and

**WHEREAS**, on February 17, 2017, the notice attached as Exhibit A was mailed to all property owners or ratepayers of Northern Recycling and Waste Services; and

**WHEREAS**, on April 11, 2017, the Town Council held the protest hearing as set forth in the February 17, 2017 notice. The Town Clerk counted all the protests ballots received before the conclusion of the public hearing and determined that the protests ballots did not constitute a majority of the property owners and ratepayers; and

**WHEREAS**, after compliance with all public notice and protest hearing requirements under Proposition 218, the Town Council desires to amend, restate and approve the exclusive solid waste handling franchise with Northern Recycling & Waste Services for an additional ten (10) years.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct.





RESOLUTION NO. 17-09 , A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED FRANCHISE AGREEMENT WITH NORTHERN RECYCLING & WASTE SERVICES FOR REFUSE COLLECTION, RECYCLING AND VEGETATIVE WASTE DIVERSION SERVICES FOR THE TOWN OF PARADISE, SUBJECT TO THE APPROVAL OF THE TOWN ATTORNEY

**SECTION 2.** The Town Council finds that: 1. the public health, safety, and well-being require the Town to enter into an exclusive franchise agreement relating to the collection and handling of solid waste services within the Town's jurisdiction; 2. all the revenue derived from the fees therefor will not exceed the funds required to provide such services; and 3. it is necessary to implement a street sweeping program to remove solid waste from public streets as a benefit to property owners and ratepayers..

**SECTION 3.** The Town Manager is directed and authorized to execute the Amended and Restated Franchise Agreement with Northern Recycling & Waste Services attached as Exhibit B for refuse collection recycling and vegetative waste diversion services, including the new rates for street sweeping within the Town of Paradise, subject to the approval of the Town Attorney.

**SECTION 4.** Pursuant to California Environmental Quality Act (CEQA) Guideline section 15308, the Amended and Restated Franchise Agreement is exempt from the requirements of CEQA as a regulation for the protection of the environment relating to collection and disposal of solid waste.

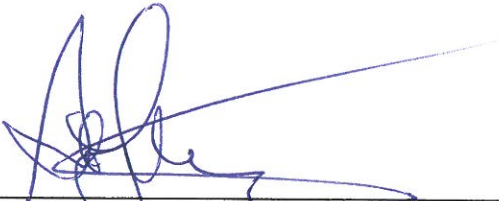
**PASSED AND ADOPTED** by the Town Council of the Town of Paradise on this 11th day of April 2017, by the following vote:

**AYES:** Greg Bolin, Jody Jones, Melissa Schuster and Scott Lotter, Mayor

**NOES:** Mike Zuccolillo

**ABSENT:** None

**ABSTAIN:** None

  
\_\_\_\_\_  
**SCOTT LOTTER, MAYOR**

**ATTEST:** *April 11, 2017*

**BY:** *Dina Volenski*  
**DINA VOLENSKI, CMC, TOWN CLERK**

**APPROVED AS TO LEGAL FORM:**

**BY:** *Dwight L. Moore*  
**DWIGHT L. MOORE, TOWN ATTORNEY**



AMENDED AND RESTATED  
FRANCHISE AGREEMENT

BETWEEN

THE TOWN OF PARADISE

AND

NORTHERN RECYCLING AND WASTE SERVICES, LLC  
FOR

SOLID WASTE, RECYCLABLE MATERIALS, AND  
YARD WASTE COLLECTION, PROCESSING, AND  
DISPOSAL SERVICES

\* \* \* \* \*

April 30, 2017

**FRANCHISE AGREEMENT  
BETWEEN**

**THE TOWN OF PARADISE  
AND  
NORTHERN RECYCLING AND WASTE SERVICES, LLC  
FOR  
SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE  
COLLECTION, PROCESSING AND DISPOSAL SERVICES**

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Rate Adjustment Methodology ..... Exhibit E  
Solid Waste Collection Rate Schedule..... Exhibit F  
Notary Certification ..... Exhibit G  
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**AMENDED AND RESTATED AGREEMENT  
FOR**

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**SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE  
COLLECTION, PROCESSING AND DISPOSAL SERVICES**

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This AMENDED AND RESTATED AGREEMENT ("Agreement") is made as of this 30th day of April 2017, by and between the TOWN OF PARADISE, a municipal corporation, (hereinafter referred to as the "Town") and Northern Recycling and Waste Services, LLC, a California Limited Liability Company (hereinafter referred to as "Contractor").

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**RECITALS:**

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**Whereas;** the Legislature of the State of California, by enactment of Assembly Bill 939 of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdiction; and,

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**Whereas;** the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing landfill space 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 the Act, directed the responsible state agency, and all local agencies, to promote landfill diversion and to maximize the use of feasible waste reduction, Recycling and composting options in order to reduce the amount of Solid Waste that must be disposed of in landfills; and,

**Whereas;** pursuant to California Public Resources Code Section 40059(a)(2), the Town has determined that the public health, safety, and well-being require that a franchise agreement be awarded to a qualified contractor for the Collection of Solid Waste, Recyclable Materials, and Yard Waste, and other services related to meeting the diversion goals, and other requirements of the California Act; and,

**Whereas;** the Town declares its intention of maintaining reasonable rates and quality service related to the Collection of Solid Waste, Recyclable Materials, and Yard Waste, the transportation of such material to appropriate places of processing, Recycling, Composting, and/or Disposal, and the Processing of Recyclable Materials and Yard Waste and other services; and,

**Whereas;** the Contractor has submitted a plan to provide Solid Waste, Recyclable Materials, and Yard Waste programs at reasonable costs to the ratepayers of the Town and the Town has elected to enter into this Agreement based on the advantages of that plan; and,



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**Whereas;** the Town desires to continue the Agreement with Contractor based on the strength of its plan to provide the desired services and the ability of those services to meet the Town's diversion goals and comply with the requirements of the Act; and,

**Whereas;** Contractor agrees to and acknowledges that it shall arrange for the proper Disposal of all Solid Waste collected in the Town's Service Area and the Town is not instructing Contractor how to Collect, transport, process and / or Dispose of Solid Waste, Recyclable Materials, and Yard Waste; and,

**Whereas;** Town and Contractor desire to leave no doubts as to their respective roles, and that by entering into this Agreement, the Town is not thereby becoming a "generator" or "arranger" as those terms are used in CERCLA 107 (a)(3), and that it is Contractor, not the Town, which is "arranging for" the Collection of Solid Waste, Recyclable Materials, and Yard Waste, the transportation of such material to appropriate places of processing, Recycling, Composting, and/or Disposal, and the Processing of Recyclable Materials and Yard Waste; and,

**Whereas;** this Agreement has been developed by and is satisfactory to the parties.

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

70 **ARTICLE 1**  
71 **DEFINITIONS**

72  
73 Unless the context otherwise requires, capitalized terms used in this Agreement will have  
74 the meanings specified in Exhibit A to this Agreement, which is attached hereto and  
75 incorporated by reference.

76  
77 **ARTICLE 2**  
78 **GRANT AND ACCEPTANCE OF AGREEMENT**  
79

80 **2.01 Grant and Acceptance of Franchise.**

81 Subject to Sections 2.04 and 2.06, the Town hereby grants to Contractor the exclusive  
82 right and privilege to Collect, transport, process and / or Dispose of Solid Waste,  
83 Recyclable Materials, and Yard Waste accumulating in Service Area that is required  
84 to be accumulated and offered for Collection to Contractor in accordance with  
85 Paradise Municipal Code Chapter 8.08 and this Agreement. Contractor hereby  
86 accepts the terms and conditions set forth in this Agreement.  
87

88 **2.02 Effective Date and Commencement Date.**

89 The Effective Date of this Agreement shall be April 30, 2017.

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91 The Commencement Date shall be May 1, 2017, and shall be the date on which the  
92 Contractor initiates provision of the Franchised Services required by this Agreement.  
93

94 Between the Effective Date and the Commencement Date, Contractor shall perform  
95 all activities necessary to prepare itself to start services required by this Agreement  
96 on the Commencement Date.  
97

98 **2.03 Term.**

99 The term of this Agreement shall commence at midnight April 30, 2017, and shall end  
100 at midnight April 30th, 2027, unless terminated as provided in Section 11.02. In  
101 addition, the term of this Agreement may be extended for an additional three (3)  
102 years subject to the following conditions:

- 103 A. Rates shall not have increased by more than the change in the "California  
104 Consumer Price Index pursuant to Section 6.03B.  
105 B. Contractor shall receive a favorable rating by more than 85% of respondents to a  
106 customer satisfaction survey performed in the fourth and seventh year of this  
107 Agreement.  
108 C. The Town shall be in compliance with AB939 and not under any penalty.  
109 D. Liquidated damages as provided in Section 11.03 through the sixth year of the  
110 term of this Agreement shall not exceed \$30,000.  
111  
112  
113

114 **2.04 Conditions to the Effectiveness of Agreement.**

115 The obligation of the Town to permit this Agreement to become effective and to  
116 perform its undertakings provided for in this Agreement is subject to the satisfaction  
117 of each and all of the conditions set out below, each of which may be waived in  
118 whole or in part by the Town at its sole discretion.  
119

120 **A. Accuracy of Representations.** Representations and warranties made by  
121 Contractor throughout this Agreement are accurate, true and correct on and as of  
122 the Effective Date of this Agreement. Any information submitted to the Town  
123 supplementary thereto, on which the Town has relied in awarding this franchise  
124 to Contractor and entering into this Agreement, does not contain any untrue  
125 statement of a material fact nor omit to state a material fact necessary in order to  
126 make the statements made, in light of the circumstances in which they were  
127 made, nor is misleading.  
128

129 **B. Absence of Litigation.** There is no litigation pending in any court challenging  
130 the award of this Franchise to Contractor or the execution of this Agreement or  
131 seeking to restrain or enjoin its performance.  
132

133 **C. Furnishing of Insurance and Bonds.** Contractor has furnished evidence of  
134 the insurance and performance bond required by Article 9.  
135

136 **D. Effectiveness of Town Council Action.** The Town has the authority to enter  
137 into and perform its obligations under this Agreement. The Town has taken all  
138 actions required by law or otherwise to authorize the execution of this  
139 Agreement. The Persons signing this Agreement on behalf of the Town have the  
140 authority to do so. The Town's Resolution No. 17- (Town) approving this  
141 Agreement, shall have become effective pursuant to California law on or before  
142 the Effective Date.  
143

144 In the event that any condition set forth in this Section 2.04 is not satisfied or  
145 waived, by the Effective Date, by the Town, this Agreement shall be void and  
146 shall have no further force or effect. The Town may waive the satisfaction of  
147 conditions described in this Section 2.04, allow this Agreement to become  
148 effective, and exercise its rights and remedies under this Agreement for  
149 Contractor's failure to deliver the bond and/or evidence of insurance. Each party  
150 is obligated to perform in good faith the actions, if any, which this Agreement  
151 requires it to perform before the Effective Date and to cooperate towards the  
152 satisfaction of the conditions set forth above.  
153

154 **2.05 Scope of Franchise.**

155 Subject to Section 2.06, the Franchise granted to Contractor shall be exclusive for all  
156 Solid Waste, Recyclable Materials, and Yard Waste generated in the Service Area,  
157 except where otherwise precluded by Federal, State and local laws and regulations or

158 where other current programs provide for Collection and handling of Household  
159 Hazardous Waste and/or electronic waste.  
160

161 **2.06 Limitations to Scope.**

162 The Agreement for the Collection, transportation, processing, and /or Disposal of  
163 Solid Waste, Recyclable Materials, and Yard Waste granted to Contractor shall be  
164 exclusive except as described in this Section 2.06. The award of this Agreement shall  
165 not preclude the categories of Solid Waste, Recyclable Materials and Yard Waste  
166 listed below from being delivered to and/or Collected and transported by others.  
167 However, nothing in this Agreement is intended to or shall be construed to excuse  
168 any Person from obtaining any authorization from the Town which is otherwise  
169 required by law:  
170

- 171 A. Solid Waste, Recyclable Materials and Yard Waste, which are removed from  
172 any Premises by the Waste Generator, and which are transported personally by  
173 the Owner or Occupant of such Premises or by his or her full-time employees or  
174 a contractor whose removal of the Solid Waste, Recyclable Materials and/or  
175 Yard Waste are incidental to the service being performed;  
176
  - 177 B. Collection and Processing of Recyclable Materials not specifically included in  
178 the definition of Recyclables in Exhibit A;  
179
  - 180 C. Recyclable Materials and Yard Waste which are Source Separated at any  
181 Premises by the Waste Generator and donated to youth, civic, or charitable  
182 organizations;  
183
  - 184 D. Source Separated Recyclable Materials generated in the Service Area that are  
185 placed in Containers, collected through a private arrangement with the  
186 Generator and the Generator is compensated for the Recyclable Materials  
187 Collected; provided, however, that the Owner or Occupant of such Premises  
188 shall be required to subscribe to and pay for the basic level of service provided  
189 by Contractor. For the purposes of this Agreement, Source Separated loads are  
190 loads that consist of 90% or more by weight or volume (whichever is greater) of  
191 Source Separated Recyclable Materials or Yard Waste. If Contractor can  
192 document that other recyclers are servicing Collection Containers that contain  
193 less than 90% Source Separated Recyclable Materials or Yard Waste, it shall  
194 report the location and the name of the recycler to the Town along with  
195 Contractor's evidence of the violation of the exclusiveness of this Agreement;  
196
  - 197 E. Containers delivered for Recycling under the California Beverage Container  
198 Recycling Litter Reduction Act, California Public Resources Code Section 14500,  
199 et. seq.;
- 200

- 201 F. Yard Waste removed from Premises by gardening, landscaping, or tree-  
202 trimming contractors as an incidental part of a total service offered by that  
203 contractor rather than as a hauling service;  
204
- 205 G. Construction Debris and Demolition Debris which is removed from any  
206 Premise by employees of the construction or demolition contractor, using  
207 equipment owned by the contractor;  
208
- 209 H. Solid Waste generated by public schools and other State institutions located  
210 within the Service Area;  
211
- 212 I. Animal waste and remains from slaughterhouse or butcher shops for use as  
213 tallow;  
214
- 215 J. By-products of sewage treatment, including sludge, sludge ash, grit and  
216 screenings;  
217
- 218 K. Abandoned cars that are removed from any Premises by a licensed towing  
219 Contractor authorized to do so by the Town; and,  
220
- 221 L. Hazardous Waste, including Household Hazardous Waste (HHW), and  
222 Designated Waste regardless of its source.  
223
- 224 M. Material removed pursuant to a nuisance abatement or court order.  
225
- 226 N. Clean up services including removal of Rubbish from residential or  
227 commercial Premises where all of the following conditions are met:  
228
- 229 1. The person who transports the Rubbish for Disposal or Processing is the  
230 person who actually enters on the customer's premises and performs the  
231 clean-up services, loads the Rubbish directly to the transportation vehicle,  
232 and removes the Rubbish from the premises
  - 233 2. The Rubbish is not stored in a debris box, roll-off box, a container designed  
234 to be emptied by a Collection Vehicle, or a container provided by the  
235 person performing the services.
  - 236 3. The services are provided to the particular premises on a temporary basis,  
237 not on a regular or on-going basis.  
238
- 239 O. Any services not specifically identified in Section 2.05.  
240

241 This grant to Contractor of an exclusive right and privilege to Collect, transport,  
242 process and / or Dispose of Solid Waste, Recyclable Materials, and Yard Waste  
243 shall be interpreted to be consistent with State and Federal laws, now and during  
244 the term of the Agreement, and the scope of this exclusive right shall be limited  
245 by applicable state and federal laws with regard to the matters contained in this

246 Agreement. In the event that future court interpretations of current law or new  
247 laws, regulations, interpretations or trends limit the ability of the Town to  
248 lawfully provide for the scope of services as specifically set forth in this  
249 Agreement, Contractor agrees that the scope of the Agreement shall be limited to  
250 those services and materials which may be lawfully provided and that the Town  
251 shall not be responsible for any lost profits or losses claimed by Contractor to  
252 arise out of limitations of the scope of the Agreement. In such an event, it shall be  
253 the responsibility of Contractor to minimize the financial impact to other services  
254 being provided as much as possible.  
255

256 **2.07 Additional Services and Modifications to Service**

257  
258 **A. General.** The Town shall have the right to direct Contractor to perform  
259 additional services (including new diversion programs, billing services, etc.) or to  
260 modify the manner in which it performs existing services, including directing the  
261 Contractor in the end use of Yard Waste. Pilot programs and innovative services  
262 which may entail adding additional Recyclable Materials to existing programs,  
263 new Collection methods, targeted routing, different kinds of services and/or new  
264 requirements for Waste Generators are included among the kinds of changes  
265 which the Town may direct. Contractor shall be entitled to an adjustment in its  
266 compensation in accordance with Article 6 for providing such additional or  
267 modified services.  
268

269 The Town may adopt an ordinance for Construction and Demolition Debris  
270 Diversion during the term of this Agreement. It is expected the ordinances will  
271 mandate a 50% Diversion Goal based upon the material being taken to a Certified  
272 Processing Facility through a contract with the Generator.  
273  
274

275 **B. New Diversion Programs.** Contractor shall present, within 30 days of a  
276 request to do so by the Town, a proposal to provide additional or expanded  
277 diversion services. At a minimum, the proposal shall contain a complete  
278 description of the following:  
279

- 280 1. Collection methodology to be employed (equipment, manpower, etc.).
- 281
- 282 2. Equipment to be utilized (number and types of vehicles, capacity, age,  
283 etc.).
- 284
- 285 3. Labor requirements (number of employees by job classification).
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- 287 4. Type of materials containers to be utilized.
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- 289 5. Provision for program publicity/education/marketing.
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- 6. Estimate of the tonnage to be diverted and the methodology for determining that diverted tonnage.
- 7. Five-year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

**C. Town's Right to Permit Others to Provide Services.** Contractor acknowledges and agrees that the Town shall have the right to permit other Persons besides Contractor to provide additional Solid Waste services not otherwise contemplated under Section 2.05 and 2.06 of this Agreement if Contractor and the Town cannot agree on terms and conditions of such services in one hundred twenty (120) days from the date when the Town first request a proposal from Contractor to perform such services.

**2.08 Town's Right to Direct / Ownership of Solid Waste.**

Once Solid Waste, Recyclable Materials and/or Yard Waste is placed in Containers and properly placed at the Collection location, ownership and the right to possession shall transfer directly from the Waste Generator to Contractor by operation of this Agreement. Contractor is hereby granted the right to retain, recycle, process, Dispose of, and otherwise use such Solid Waste, Recyclable Materials or Yard Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor. This right shall be subject to: 1) Contractor's obligation to meet both the Town's and AB 939's diversion goals; and, 2) the Town's right to direct Contractor to process Solid Waste, Recyclable Materials or Yard Waste at a particular licensed Facility or to Dispose of Solid Waste, Recyclable Materials or Yard Waste at a particular licensed Disposal Site, if and only if the Town exercises such right by providing specific written direction to Contractor. Subject to Article 6 and the other provisions of this Agreement, Contractor shall have the right to retain any benefit resulting from its right to retain, recycle, process, dispose of, or reuse the Solid Waste, Recyclable Materials or Yard Waste, which it Collects. Solid Waste, Recyclable Materials or Yard Waste, or any part thereof, which is disposed of at a Disposal Site, Transfer Station, Material Recovery Facility or other Facilities shall become the property of the owner or operator of the Disposal Site(s) once deposited at Facilities by Contractor. The Town may obtain ownership or possession of Solid Waste, Recyclable Materials or Yard Waste placed for Collection upon written notice of its intent to do so; provided, however, nothing in this Agreement shall be construed as giving rise to any inference that the Town has such ownership or possession unless such written notice has been given to Contractor.

**ARTICLE 3**  
**FRANCHISE AND OTHER FEES**

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**3.01 Franchise Fee Amount.**

In consideration of the exclusive Franchise provided in Section 2.05 of this Agreement, Contractor shall pay to the Town the Franchise Fee in accordance with the schedule on Exhibit D. Payment shall be calculated as a percentage (%) of Gross Revenues Collected (or another amount as provided in Section 3.05) by the Contractor from services provided in the Service Area.

**3.02 Intentionally Blank.**

**3.03 Other Fees.**

The Town shall have the right to set Other Fees, as it deems necessary. Any such fees shall be reflected in the rates that Contractor is allowed to charge and collect from service recipients. The time and method of payment shall be set similar to Section 3.04 below.

**3.04 Time and Method of Payment.**

On or before the twentieth (20th) day after the end of each calendar quarter during the Term of this Agreement, Contractor shall remit to the Town the Franchise Fees, Vehicle Impact Fee, and Other Fees amount. Each quarterly remittance to the Town shall be accompanied by a statement detailing the basis for the Franchise Fee, Vehicle Impact Fee, and Other Fees calculation. If the Fees are not paid on or before the twentieth (20th) day after any calendar quarter, Contractor shall pay to the Town a late payment penalty in an amount equal to two percent (2%) of the amount owing for that quarter. Contractor shall pay an additional two percent (2%) owing on any unpaid balance for each following thirty (30) day period the fee remains unpaid. The late payment penalty amounts are not intended as interest on debt, but rather are intended as a predetermined penalty for failure to meet an obligation under this Agreement.

**3.05 Adjustment to Fees.**

The Town may adjust the amount of any fee annually. Such adjustment shall be reflected in the rates that Contractor is allowed to charge and Collect from service recipients.



**ARTICLE 4  
DIRECT SERVICES**

**4.01 General.**

The work to be done by Contractor pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether or not enumerated elsewhere in the Agreement.

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

**4.02 Solid Waste Collection.**

**A. Single-Family Dwellings Collection.** For single-family dwelling service, Contractor shall Collect Solid Waste from the Contractor-provided Containers placed for Collection by the Waste Generator at the Curbside or in an approved other location, not less than once per week. Standard Collection service shall be once per week Curbside Collection unless another method is approved by the Town.

**B. Commercial, Industrial, Institutional and Multi-Family Residential Complex Collection.** For commercial, industrial, institutional and multi-family residential complex services, Contractor shall Collect Solid Waste from Contractor-provided Containers not less than once per week. Special consideration shall be given when determining the pick up area for Commercial, Industrial, Institutional, and/or Multi-Family Residential Complex accounts to ensure that the flow of traffic is not impeded and that it does not result in an aesthetic degradation of an area. The designated pick-up area, if disputed by service recipient or Contractor, shall be determined by the Town. Additionally, if in the Town’s opinion the location of an existing pick up area is inappropriate, the Town may require the service recipient or Contractor to relocate the pick up area.

**C. Town Facilities' Collection.** Contractor shall Collect, transport and Dispose of all Solid Waste generated at public facilities according to the specified service levels identified in Exhibit B. Contractor shall make Collections from Containers Monday through Friday or on Saturdays following non-working holidays.

416 Collections from bins and debris boxes shall be scheduled at a time mutually  
417 agreed upon by Contractor and the Town.  
418

419 At no cost to Town, Contractor shall provide to the Town, at Town's direction,  
420 additional Collections services to the Town entailing:  
421

- 422 1. Collection of Solid Waste and Recyclable Materials from all public  
423 sidewalk litter or Recycling Containers;  
424
- 425 2. Collection of Solid Waste, Recyclable Materials and Yard Waste from  
426 Town's facilities and parks;  
427
- 428 3. Collection of materials from Town related debris boxes as directed by the  
429 Town except for related disposal fees;  
430
- 431 4. Collection of Solid Waste, Recyclable Materials and Yard Waste at a  
432 maximum of four (4) annual Special Events (Johnny Appleseed Days, Gold  
433 Nugget Days, Chocolate Festival and one to be determined) designated by  
434 the Town; and,  
435
- 436 5. Review of plans for land use or property developments with regard to  
437 Solid Waste service issues.  
438

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441 **D. Permanent Containers/Debris Box Service.** Contractor shall provide  
442 permanent /debris box Containers for the purpose of Collection of Solid Waste.  
443 Contractor shall deliver to and Collect debris boxes from the location identified  
444 by the service recipient. Containers shall be free of graffiti and in good repair.  
445 Containers shall be clearly marked and identifiable as belonging to Contractor.  
446 Special consideration shall be given when determining the pick up area for  
447 temporary Containers to ensure that the flow of traffic is not impeded and that it  
448 does not result in aesthetic degradation of an area. The designated pick up area,  
449 if disputed by service recipient or Contractor, shall be determined by the Town.  
450 Additionally, if in the Town's opinion the location of an existing pick up area is  
451 inappropriate, the Town may require the service recipient or Contractor to  
452 relocate the pick up area.  
453

#### 454 **4.03 Recyclable Materials Collection.**

455

456 **A. Residential Recyclable Materials Collection.** Contractor shall Collect and  
457 remove all Recyclable Materials placed in Recycling Containers at the designated  
458 Collection locations for Waste Generator's residing in Single Family Dwellings  
459 and Multi-Family Residential Complex. It is understood that all Single-Family  
460 Residential Dwelling's Recyclable Materials Collection service shall be provided

461 at Curbside. Contractor shall work with Residential service recipients to  
462 determine mutually acceptable Collection locations to both parties in the event  
463 inaccessible to collection service vehicles exist.  
464

465 Recyclable Materials Collection from Residential Waste Generators within the  
466 Service Area shall be weekly or bi-weekly, as determined by the Town.  
467 Residential Recyclable Materials Collection shall be on the same day of the week  
468 as Solid Waste Collection service. The Collection day may change if prior written  
469 approval is received from the Town. Contractor shall notify Recycling service  
470 recipients, as is done for regular service, regarding holiday Collection schedules.  
471 At a minimum, Contractor shall collect: aluminum cans, glass bottles and jars,  
472 metal cans and narrow neck plastic containers (plastic 1 & 7), and newspaper,  
473 mixed paper (including but not limited to magazines, junk mail, brown paper  
474 bags, and white and colored paper), and corrugated cardboard. The Town  
475 reserves the right per Section 2.07 to direct Contractor to add to the list of  
476 materials to be collected and described above and to perform additional  
477 Residential Recycling services.  
478

- 479 **B. Commercial Recyclable Materials Collection.** Contractor shall Collect  
480 Recyclable Materials including organic waste, from Commercial Premises as  
481 scheduled by Customer in a Contractor-provided Container at no additional cost  
482 in accordance with Public Resources Code Chapter 12.9 commencing with 42649.8  
483 and Chapter 12.8 commencing with Section 42649. Contractor shall actively and  
484 regularly promote this program to ensure that all potential service recipients are  
485 aware of this service and shall offer reasonable assistance to help such potential  
486 service recipients participate. Collection shall be performed at a time mutually  
487 agreed upon by Contractor and the Waste Generator or Owner of the property.  
488 The Town reserves the right per Section 2.07 to direct Contractor to add to the list  
489 of materials to be collected as part of this program.  
490

491 **4.04 Yard Waste Program.**

- 492  
493 **A. Yard Waste Collection.** Contractor shall Collect Yard Waste from Residential  
494 Waste Generators within the Town's Service Area weekly or bi-weekly as  
495 determined by the Town. Yard Waste Collection shall be on the same day as the  
496 Collection of Solid Waste. The Collection day may change if prior written  
497 approval is received from the Town. Contractor will notify service recipients at  
498 least two (2) weeks in advance of any scheduled Yard Waste and Recycling  
499 Collection day change(s), including those required due to route changes and  
500 holidays such as Labor Day, Thanksgiving, Christmas, and New Year's Day.  
501

502 All Yard Waste must fit safely within a standard Yard Waste Container provided  
503 by Contractor. As part of its educational activities specified in Section 5.04,  
504 Contractor shall instruct residents as to any necessary preparation of Yard Waste,

505 such as the cutting of large items, and the appropriate use and placement of Yard  
506 Waste Containers.

- 507  
508 **B. End Uses for Yard Waste.** Contractor agrees to develop, implement, operate,  
509 and participate (locally and regionally) in mulching, composting, land  
510 application, alternative daily cover, or other programs necessary to achieve the  
511 Town's Yard Waste diversion requirements. In accordance with Section 2.07.A,  
512 the Town reserves the right to direct Contractor in the end use of Yard Waste.

513  
514 Contractor shall provide end uses for Yard Waste that maximize diversion credits  
515 according to regulations established by the California Integrated Waste  
516 Management Board. Also, Contractor shall make end products (compost or  
517 mulch) available to Town residents at a cost to residents to be determined by the  
518 Town and the cost of providing these products shall be an allowable operating  
519 expense. In addition to these uses of Yard Waste, Contractor agrees to be  
520 aggressive in the pursuit of new cost-effective opportunities to divert Yard Waste  
521 from Disposal and to maximize the distribution of Yard Waste among approved  
522 diversion methods.

523  
524 **4.05 Materials Processing Operations.**

- 525  
526 **A. Construction/Demolition Debris Diversion Program.** Contractor shall  
527 identify and direct loads of Construction Debris and/or Demolition Debris and  
528 other selected debris box Containers containing recoverable materials to a  
529 Construction/Demolition Debris processing operation. The Construction Debris /  
530 Demolition Debris processing operation Contractor has designated shall be the C  
531 & D Facility owned by Recology, or as directed by Town. In accordance with  
532 Section 2.08, the Town reserves the right to direct Contractor to process Solid  
533 Waste, Recyclable Materials and/or Yard Waste at a particular licensed Facility.  
534 Contractor agrees to process such loads for purposes of recovering Recyclable  
535 Materials. Contractor shall also provide the Town with an accounting of the total  
536 tons processed and recovered as part of its Construction/Demolition Debris  
537 processing operation as part of its annual reporting requirements. Any and all  
538 compensation due the Contractor for this service is provided for in the Solid  
539 Waste Collection Rate Schedule (Exhibit F).

- 540  
541 **B. Material Recovery Facility Processing Capacity.** Contractor shall identify and  
542 direct targeted loads of Solid Waste and Recyclable Materials from within the  
543 Service Area to a Material Recovery Facility processing operation. The Material  
544 Recovery Facility Contractor has designated shall be the City of Napa MDF  
545 owned by the city of Napa. In accordance with Section 2.08, the Town reserves  
546 the right to direct Contractor to process Solid Waste, Recyclable Materials and/or  
547 Yard Waste at a particular licensed Facility. Contractor agrees to process such  
548 loads for purposes of recovering Recyclable Materials. Contractor shall also  
549 provide the Town with an accounting of the total tons processed and recovered as



550 part of its Material Recovery Facility processing operation as part of its annual  
551 reporting requirements. Any and all compensation due the Contractor for this  
552 service is provided for in the Solid Waste Collection Rate Schedule (Exhibit F).  
553

554 **4.06 Collection Locations.**

555 It is understood that all Solid Waste, Recyclable Materials and Yard Waste Collection  
556 services shall be provided at Curbside, with the following exceptions:  
557

558 **A.** On-property collection of Solid Waste, Residential Recyclable Materials, and  
559 Yard Waste shall be provided by Contractor to residents who are physically  
560 unable to place the cart Curbside. Resident shall present to Contractor a medical  
561 waiver from a physician. Such medical waiver shall be updated annually and the  
562 Contractor will send a notice to the customer reminding them to get a new  
563 waiver. Information about this option shall be provided by the Contractor upon  
564 request. Contractor will notify all residents annually, beginning within thirty (30)  
565 days of effectiveness of this Agreement, of this Collection option and submit, for  
566 approval, a draft notification to the Town prior to distribution to service  
567 recipients. New service recipients shall be notified of this option upon requesting  
568 service.  
569

570 **B.** Residents of Multi-Family Residential Complexes of two (2) to four (4) units  
571 will use the same Collection Containers as residents of Single Family Dwellings.  
572 Contractor shall Collect these Containers at Curbside. Residents of Multi-Family  
573 Residential Complexes of five (5) or more units may also use the same Containers  
574 as residents of Single Family Dwellings or may be provided with larger  
575 Containers such as bins, which shall be Collected in a central location reasonably  
576 accessible by Collection vehicles.  
577

578 **4.07 Failure to Collect.**

579  
580 **A. Solid Waste.** When Solid Waste is not Collected by Contractor from any  
581 service recipient, Contractor shall notify its service recipient in writing, at the  
582 time Collection is not made, through the use of a "tag" or otherwise, of the  
583 reasons why the Collection was not made.  
584

585 **B. Recyclable Materials or Yard Waste.** Contractor may choose not to Collect  
586 Recyclable Materials or Yard Waste that contain ten percent (10%) by volume or  
587 greater of Solid Waste, subject to Contractor's best efforts to educate the public.  
588 Contractor shall issue written warning notices to such service recipients stating  
589 the reason(s) why their Recyclable Materials and/or Yard Waste were not  
590 Collected. Monthly, Contractor shall report to the Town any warning notices  
591 issued. Contractor shall take direction from the Town with regard to termination  
592 or reinstatement of service to a service recipient. Contractor may refuse to Collect  
593 Recyclable Materials or Yard Waste from, and shall not be obligated to continue

594 to provide any Recyclable Materials or Yard Waste Container to, any service  
595 recipient who, after efforts to re-educate the service recipient and the second  
596 written warning in a twelve (12) month period, fails to sort Recyclable Materials  
597 or Yard Waste from other Solid Waste and/or fails to properly set out their  
598 Recyclable Materials or Yard Waste Container.  
599

600 **4.08 Marketing of Recyclable Materials and Yard Waste.**

601 Contractor shall be responsible for delivering Recyclable Materials and Yard Waste  
602 Collected pursuant to this Agreement to the Facilities for processing, marketing, sale,  
603 donation, or reuse of all such materials.  
604

605 Contractor shall prepare, submit to the Town for approval, and maintain a marketing  
606 plan for all Recyclable Materials and Yard Waste Collected by Contractor under this  
607 Agreement. The approved marketing plan for Recyclable Materials and Yard Waste  
608 service shall be in place with the execution of this Agreement and at the time of  
609 beginning any expanded service. The marketing plan shall fully describe  
610 Contractor's marketing methods and approach, targeted primary and contingent  
611 markets, pricing policy, and assumed salvage value or cost for each Collected type of  
612 Recyclable Materials and Yard Waste.  
613

614 **4.09 Cleanups**

615 **A. Annual Cleanups.** The Town elects to have Contractor provide two  
616 community-wide pre-scheduled cleanups per year during periods mutually  
617 established by Contractor and the Town.  
618

619 **B. Household Hazardous Waste, E-Waste, Oil, Universal Waste and Paint**  
620 **Collection.** Contractor shall provide a permanent Household Hazardous Waste  
621 facility within the Town. Such facility shall serve as a drop off site for E-Waste  
622 and Universal Waste and a buy-back center. The facility operating hours may be  
623 limited subject to the prior approval of the Town.  
624

625 **4.10 Operations.**

626  
627 **A. Schedules.** Except as provided in Paradise Municipal Code Section 9.18.250,  
628 residential Solid Waste, Residential Recyclable Materials and Yard Waste shall be  
629 collected on weekdays between 6:00 AM and 6:00 PM. To preserve peace and  
630 quiet, no Solid Waste, Recyclable Materials, or Yard Waste shall be Collected from  
631 or within two-hundred (200) feet of Residential Premises between 6:00 P.M. and  
632 6:00 A.M. on any day. Collection of Solid Waste and Recyclables from  
633 Commercial, industrial and institutional properties shall be scheduled subject to  
634 the prior approval of the Town.  
635

636 Contractor shall review its operations plan outlining the Collection routes,  
637 intervals of Collection and Collection times for all materials Collected under this

638 Agreement with the Town or its representatives at least annually. The Town may  
639 require more frequent reviews if Contractor's operations are not satisfactorily  
640 performed based on documented observations or reports or Complaints. If the  
641 plan is determined to be inadequate by the Town, Contractor shall revise the plan  
642 incorporating any changes into a revised plan and review the revised plan with  
643 the Town within thirty (30) calendar days.  
644

645 When notified of a missed pick-up, Contractor shall Collect the Solid Waste,  
646 Recyclable Materials or Yard Waste on the same day, if possible, but in no case  
647 more than one (1) working day (24 hours) after receipt of notice.  
648

649 **B. Vehicles.**

650  
651 **1. Specifications.** All vehicles used by Contractor in providing Solid Waste,  
652 Recyclable Materials and Yard Waste Collection services shall be registered  
653 with the California Department of Motor Vehicles. All such vehicles shall  
654 have bodies designed to prevent leakage, spillage and/or overflow.  
655

656 **2. Vehicle Identification.** Contractor's name, local telephone number,  
657 and a unique vehicle identification number designed by Contractor for  
658 each vehicle shall be prominently displayed on all vehicles, in letters and  
659 numbers no less than two and one-half (2 1/2) inches high. Contractor  
660 shall not place Town's name or Town's logo on Contractor vehicles.  
661 Vehicles used solely for the Collection of Recyclable Materials and Yard  
662 Waste shall be labeled to indicate those are the Collected materials.  
663

664 **3. Cleaning and Maintenance.**

665  
666 **a.** Contractor shall maintain all of its properties, vehicles, facilities, and  
667 equipment used in providing service under this Agreement in a good,  
668 safe, neat, clean and operable condition at all times.  
669

670 **b.** Vehicles used in the Collection of Solid Waste, Recyclable Materials  
671 and Yard Waste shall be painted, thoroughly washed, and thoroughly  
672 steam cleaned on a regular basis so as to present a clean appearance.  
673 The Town may inspect vehicles at any time to determine compliance  
674 with this Agreement. Contractor shall also make vehicles available to  
675 the Butte County Health Department for inspection, at any frequency  
676 it requests.  
677

678 **c.** Contractor shall repaint or refurbish to the reasonable satisfaction of  
679 the Town all vehicles used in the Collection of Solid Waste, Recyclable  
680 Materials and Yard Waste within thirty (30) days' notice from the  
681 Town, if the Town determines that their appearance warrants  
682 painting.

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- d. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be removed from service and repaired. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to the Town upon request.
  - e. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.
  - f. Contractor shall furnish sufficient equipment to provide all service required under this Agreement, including back-up Collection vehicles. Contractor shall furnish within thirty (30) days of request to the Town, a written inventory of all equipment, including Collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all equipment by manufacturer, ID number, and date of acquisition, type, and capacity.
  - g. Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with all applicable zoning regulations.
4. **Operation.** Vehicles shall be operated in compliance with Federal, State and local laws and regulations, including but not limited to the California Vehicle Code, and all applicable safety laws and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

Contractor equipment used for Solid Waste, Recyclable Materials, and Yard Waste services shall comply with the Town's ordinances or US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise and pollution emission levels of equipment used for Collection shall comply with the Town's ordinance.



727 **4.11 Containers.**

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**A. Single Family Dwelling Solid Waste Containers.** At no additional cost, Contractor shall offer wheeled carts to all Single Family Dwelling service recipients in sizes compatible with the Town's variable can rate (35-, 65-, 95-gallons, or as other sizes approved by Town. ).

All Contractor-provided wheeled carts shall be constructed of heavy gauge plastic with wheels and attached lids in sizes of 35-, 65-, and 95-gallons, or other sizes approved by the Town. Contractor shall maintain all Contractor-provided Containers in good repair.

**B. Commercial, Industrial, Institutional and Multi-Family Residential Complex Solid Waste Containers.** Contractor shall offer wheeled 35-, 65-, and 95-gallon carts (or other sizes approved by the Town) to all Commercial, Industrial and Institutional Service Recipients and Multi-Family Residential Complex service recipients receiving service of less than (1) cubic yard per week.

Contractor shall furnish Commercial, Industrial and Institutional Service Recipients and Multi-Family Residential Complex service recipients receiving one (1) cubic yard service or more with appropriate Containers to Collect Solid Waste upon service recipient request. Containers with a capacity of one cubic yard or more shall be available in standard sizes. The kind, size and number of Containers furnished to particular service recipients shall be as determined mutually by the service recipient and Contractor. All Containers with a capacity of one cubic yard or more shall meet applicable regulations for Solid Waste bin safety and shall have reflectorized markings. All Containers shall be maintained in good repair with neatly and uniformly painted surfaces and shall prominently display the name and telephone number of Contractor and the types of material accepted.

**C. Residential Recyclable Materials and Yard Waste Containers.** Residential service recipients shall place their Recyclable Materials in the Contractor-provided Recycling Containers for collection by Contractor. Extra Containers shall be provided to service recipients upon request.

Residents shall place their Yard Waste in Contractor-provided 95- gallon Containers for Collection by Contractor. Residence may request 1 additional Container at no additional charge.

**D. Commercial Recyclable Materials and Yard Waste Containers.** Contractor shall furnish Commercial, Industrial and Institutional service recipients Containers for the Collection of Recyclable Materials and Yard Waste of a size appropriate to the particular service recipient's needs and availability of space. Multiple sizes shall be made available by Contractor.

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E. **Delivery.** Appropriate Containers of a size requested by the service recipient as described in this Section 4.11 shall be delivered to new service recipients, upon request, within five (5) business days of the service recipient's request for service. Contractor shall notify the Town if it fails to deliver Containers within five (5) business days.

F. **Container Replacement.** The Town and Contractor acknowledge that from time to time Contractor-provided Containers may be stolen or damaged. When notified of such occurrence, Contractor shall replace the stolen or damaged Container(s), at no charge to the service recipient, not more than one (1) time within any twelve (12) month period. If the service recipient requests more than one (1) replacement set of Containers per twelve (12) month period, the Contractor shall make Containers available for purchase by the service recipient at a price not to exceed the cost to Contractor of purchasing the Containers.

#### 4.12 Litter Abatement.

A. **Minimization of Spills.** Contractor shall use due care to prevent Solid Waste fluids from leaking being spilled and/or scattered during the Collection or transportation process. If any material or fluids leak or are spilled during Collection, Contractor shall promptly clean up all such materials. Each Collection vehicle shall carry absorbent material, a broom and shovel at all times for this purpose.

Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-approved method of Solid Waste transfer between vehicles, without prior written approval by the Town.

B. **Clean Up.** During the Collection or transportation process, Contractor shall clean up litter in the immediate vicinity of any storage area (including the areas where Collection bins and debris boxes are delivered for Collection) whether or not Contractor has caused the litter. Contractor shall discuss instances of repeated spillage not caused by it directly with the Waste Generator responsible and will report such instances to the Town. The Town will attempt to rectify such situations with the Waste Generator if Contractor has already attempted to do so without success.

C. **Covering of Loads.** Contractor shall properly cover all open debris boxes during transport to the Disposal or Processing Site.

814 **4.13 Personnel.**

815 Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical,  
816 management and other personnel as may be necessary to provide the services  
817 required by this Agreement in a satisfactory, safe, economical and efficient manner in  
818 accordance with all applicable Federal, State and local laws and regulations. If  
819 additional personnel are required to meet the service standards of this Agreement,  
820 Contractor shall provide such additional personnel if approved in advance by the  
821 Town. All drivers shall be trained and qualified in the operation of vehicles they  
822 operate and must possess a valid license, of the appropriate class, issued by the  
823 California Department of Motor Vehicles and participate in periodic driver safety  
824 trainings.

825  
826 Contractor also agrees to establish and vigorously enforce an educational program  
827 which will train Contractor's employees in the identification of Hazardous Waste.  
828 Contractor's employees shall not knowingly place such Hazardous Waste in the  
829 Collection vehicles, nor knowingly dispose of such Hazardous Wastes at the  
830 Processing Facility or Disposal Site.

831  
832 Contractor shall train its employees in courtesy, shall prohibit the use of loud or  
833 profane language, and shall instruct Collection crews to perform the work quietly.  
834 Contractor shall use its best efforts to assure that all employees present a neat  
835 appearance and conduct themselves in a courteous manner. If any employee is  
836 found to be discourteous or not to be performing services in the manner required by  
837 this Agreement, Contractor shall take all necessary corrective measures including,  
838 but not limited to, transfer, discipline or termination. If the Town has notified  
839 Contractor of a Complaint related to discourteous or improper behavior, Contractor  
840 will consider reassigning the employee to duties not entailing contact with the public  
841 while Contractor is pursuing its investigation and corrective action process.  
842 Contractor shall provide suitable operations, health and safety training for all of its  
843 employees who use or operate equipment or who are otherwise directly involved in  
844 Collection or other related operations.

845  
846 Applicants, for employment with Contractor, shall be subject to the following  
847 criteria:

- 848 a. Applicants shall be fit for duty
- 849 b. Applicants shall pass Contractor's drug tests
- 850 c. Applicant's driving records obtained from DMV shall meet
- 851 Contractor's requirements (drivers).

852 Contractor shall also provide comparable salary and benefits to such employees with  
853 pre-existing medical conditions.

854  
855 Contractor shall incorporate the use of C.O.V.E., including its clients, subject to the  
856 approval of C.O.V.E administration and the Town, that shall at a minimum, include  
857 the following:

- 858 a. Trailway containers,

859                    b. Buy back centers

860

861    **4.14 Identification Required.**

862                    Contractor shall provide its employees and subcontractors with identification for all  
863 individuals who may make personal contact with residents or businesses in the  
864 Service Area. The Town may require Contractor to notify service recipients yearly of  
865 the form of said identification. Contractor shall provide a list of current employees,  
866 and subcontractors to the Town upon request.

867

868    **4.15 Fees and Gratuities.**

869                    Contractor shall not, nor shall it permit any agent, employee, or subcontractors  
870 employed by it, to request, solicit, demand, or accept, either directly or indirectly,  
871 any compensation or gratuity for services or the Collection, transportation,  
872 Recycling, Processing, and /or Disposal of Solid Waste, Recyclable Materials and  
873 Yard Waste, otherwise required under this Agreement.

874

875    **4.16 Non-Discrimination.**

876                    Contractor shall not discriminate in the provision of service or the employment of  
877 Persons engaged in performance of this Agreement on account of race, color,  
878 religion, sex, age, sexual orientation, physical or mental disability or medical  
879 condition in violation of any applicable Federal or State law.

880

881    **4.17 Change in Collection Schedule.**

882                    Contractor shall notify the Town thirty (30) days prior to, and Residential service  
883 recipients not later than fourteen (14) days prior to, any change in Residential  
884 Collection operations which results in a change in the day on which Solid Waste,  
885 Recyclable Materials, and Yard Waste Collection occurs. Contractor shall not permit  
886 any service recipient to go more than seven (7) days without service in connection  
887 with a Collection schedule change.

888

889    **4.18 Report of Accumulation of Solid Waste; Unauthorized Dumping.**

890                    Contractor shall direct its drivers to note (1) the addresses of any service recipients at  
891 which they observe that Solid Waste is accumulating and is not being delivered for  
892 Collection; and (2) the address, or other location description, at which Solid Waste  
893 has been dumped in an apparently unauthorized manner. Contractor shall deliver  
894 the address or description to the Town within five (5) working days of such  
895 observation.

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897    **4.19 Contingency Plan.**

898                    Contractor shall submit to the Town on or before the Effective Date of the  
899 Agreement, a written contingency plan demonstrating Contractor's arrangements to  
900 provide vehicles and personnel and to maintain uninterrupted service during

901           breakdowns, and in case of natural disaster or other emergency, including the events  
902           described in Section 11.04.  
903

904   **4. 20   Collection Routes.**

905           Routes over which Contractor’s vehicles travel to effect the Collection and transport  
906           of Solid Waste, Recyclable Materials and Yard Waste shall be selected to minimize  
907           damage to Service Area and private streets, inconvenience and disturbance to the  
908           public and shall be subject to the approval of the Town. Contractor shall use due  
909           care to obey all traffic laws and prevent materials being transported from being  
910           spilled or scattered during transport. If any materials are spilled within the Service  
911           Area, Contractor shall immediately clean up all spilled materials, whether on private  
912           or public property.  
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914   **4.21   Transportation of Solid Waste.**

915           Contractor shall transport and deliver all Solid Waste to the Neal Road Landfill.  
916

917   **4.22   Transportation of Recyclable Materials and Yard Waste.**

918           Contractor shall Collect, transport and deliver (or arrange for the transportation and  
919           delivery of) all Recyclable Materials and Yard Waste to a purchaser, a licensed  
920           Material Recovery Facility, licensed Processing Facility, or a Person who will use the  
921           materials in a process or product and will not dispose of them in a landfill. The  
922           Processing Facility Contractor has designated shall be the City of Napa MDF in Napa  
923           Ca, owned by the City of Napa. In accordance with Section 2.08, the Town reserves  
924           the right to direct the Contractor to process Recyclable Materials and/or Yard Waste  
925           at a particular licensed Facility.  
926

927   **4.23   Processing of Solid Waste.**

928           The Town, upon prior written notice to Contractor, reserves the right, prior to  
929           Disposal, to direct portions of the Solid Waste stream Collected under this  
930           Agreement to a Material Recovery Facility or Processing Facility for separation,  
931           reuse, and Recycling of any Recyclable Materials or Yard Waste contained therein.  
932           The Contractor agrees to assist the Town by identifying loads suitable for processing  
933           in the Material Recovery Facility. The Material Recovery Facility Contractor has  
934           designated shall be the City of Napa MDF owned by the City of Napa. In accordance  
935           with Section 2.08, the Town reserves the right to direct the Contractor to process  
936           Solid Waste, Recyclable Materials and/or Yard Waste at a particular licensed Facility.  
937

938   **4.24   Disposition of Solid Waste.**

939           Contractor shall Dispose of all Solid Waste, Collected under this Agreement, at the  
940           designated Disposal Site. The Disposal Site Contractor as designated shall be the  
941           Neal Road Landfill owned by Butte County. In accordance with Section 2.08 the  
942           Town reserves the right to direct Contractor to Dispose Solid Waste at another  
943           particular licensed Disposal Site.



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**4.25 Service Exceptions; Hazardous Waste Notifications.**

- A. Hazardous Waste Inspection and Reporting.** Contractor reserves the right and has the duty under law to inspect Solid Waste, Recyclable Materials and Yard Waste put out for Collection and to reject Solid Waste, Recyclable Materials and Yard Waste observed to be contaminated with Hazardous Waste and the right not to Collect Hazardous Waste put out with Solid Waste, Recyclable Materials and Yard Waste. Contractor shall notify all applicable agencies, if appropriate, including the California Department of Toxic Substances Control and local emergency response providers and the National Response Center of reportable quantities of Hazardous Waste, found or observed in Solid Waste, Recyclable Materials and Yard Waste anywhere within the Service Area. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully Disposed of or released on any of the Town’s property, including storm drains, streets or other public rights of way, Contractor shall immediately notify the Town.
  
- B. Hazardous Waste Diversion Records.** Contractor shall maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste, Recyclable Materials and Yard Waste and which was inadvertently Collected from service recipients within the Service Area, but diverted from landfilling.

**4.26 Street Sweeping.**

Contractor shall provide a street sweeping program in accordance with Exhibit H.

With the assistance of Town Public Works, Contractor shall provide a public notification program for street sweeping activities that gives a written 24-hour notice for areas impacted by on-street parking. Street sweeping activities shall take place between 5:00 a.m. and 10:00 p.m.

Contractor shall provide “on-call” street sweeping services provided at the direction of the Town with appropriate contact and communication protocols. Upon request of “on-call” sweeping/vacuumping services, Contractor shall provide a response time within 24-hours or less.

The street sweeping program, as identified in Exhibit H, shall be implemented for the first two years of this Agreement. During the months of May 2019 - July 2019, the Contractor and the Town shall work together to determine if the sweeping schedule needs to be modified to improve the street sweeping results for curbed streets, repeated hot-spots, and other efficiency opportunities identified during the first two years of this Agreement. Any modifications to the street sweeping program shall continue to provide the 1,300 annual sweeping miles service with no changes to the

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“on-call” service hours. Contractor shall process the street sweeping debris at a location designated by Town.

**ARTICLE 5  
OTHER SERVICES**

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996 **5.01 Local Office and Truck Yard.**

997 Contractor shall operate its local/regional office within the Town limits.. Office  
998 hours shall be, at a minimum, from 8:00 A.M. to 5:00 P.M., Monday through Friday,  
999 exclusive of holidays. Responsible and qualified representatives (customer service  
1000 representatives, office manager, etc) of Contractor shall be available during office  
1001 hours for communication with the public at the local office. Normal office hour  
1002 telephone numbers shall be a local call directed to the local office. Contractor's  
1003 telephone system shall be adequate to handle the volume of calls typically  
1004 experienced on the busiest days. Contractor shall also maintain a local or toll free  
1005 telephone number for use during other than normal business hours. Contractor shall  
1006 have a representative, answering or message providing/receiving (voice-mail)  
1007 service available at said after-hours telephone number. Contractor's telephone  
1008 system shall be able to track customer hold times and the number of calls received on  
1009 a daily basis by each customer service representative.  
1010

1011 Contractor shall locate its truck yard for purposes of parking and maintenance  
1012 within the Town limits or shall obtain approval from the Town to locate the truck  
1013 yard outside the Town limits. The Town's approval shall not be reasonably  
1014 withheld.  
1015

1016 Contractor shall locate its Household Hazardous Waste (HHW), E-waste and Buy  
1017 Back facility as well as its customer service and office within the Town limits, subject  
1018 to obtaining the necessary operating permits.  
1019

1020 **5.02 Service Notice and Service Recipient Billing**

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1022 **A. Service Notice.** Contractor shall periodically prepare and distribute, a notice  
1023 to each service recipient entitled or mandated to receive service under this  
1024 Agreement listing Contractor's standard service rates, rates for other services,  
1025 annual holiday schedule, and a general summary of services required under this  
1026 Agreement to be provided service recipients. Such notice shall be in form subject  
1027 to the Town's approval prior to its distribution and may be included with Billings  
1028 made by Contractor.  
1029

1030 **B. Billing.** Contractor shall prepare, mail and collect bills (or shall issue written  
1031 receipts for cash payments) from persons receiving Collection, Disposal, and  
1032 Processing services. Billing shall be performed quarterly for each Residential  
1033 account. Bills shall be mailed in advance of the provision of service but no more  
1034 than one (1) month in advance. The Town shall have the right to revise the billing  
1035 format (size, font, frequency, etc.) and to itemize certain charges and to review the



1036 Billing procedures. The Town may also direct Contractor to insert mailers  
1037 relating to service with the Billings. The mailers must fit in standard envelopes  
1038 and not increase the required postage. Contractor also agrees to insert with the  
1039 Billings, at the Town's' expense for the incremental cost, mailers describing  
1040 activities of the Town. The Town will provide not less than thirty (30) days notice  
1041 to Contractor prior to the mailing date of any proposed mailing to permit  
1042 Contractor to make appropriate arrangements for inclusion of the Town's  
1043 materials. The Town will provide Contractor the mailers at least thirty (30) days  
1044 prior to the mailing date. All Contractor generated mailers must be approved in  
1045 advance by the Town with the exception of Contractor's quarterly newsletter.  
1046

1047 Contractor shall maintain, for inspection by the Town, copies of said Billings and  
1048 receipts, in chronological order, for a period of three (3) years after the date of  
1049 service. Contractor may, at its option, maintain those records in computer form,  
1050 on microfiche, or in any other manner, provided that the records can be preserved  
1051 and retrieved for inspection and verification in a timely manner.  
1052

1053 The Town shall establish, by resolution, rates for the types of service provided.  
1054 Contractor shall bill and Collect at those rates. Service recipients will be  
1055 considered delinquent sixty (60) days after start of the quarter in which the  
1056 services are provided. Contractor may discontinue service to any account, if  
1057 payment is not received by Contractor within thirty (30) days after the end of the  
1058 quarter in which the bill was issued. Contractor must provide all accounts with  
1059 written notice of its intent to discontinue service at least thirty (30) days prior to  
1060 such discontinuance.  
1061

1062 The Town agrees to allow customers subscribing to 35 gallon can - Senior service  
1063 as of November 1, 2006, to continue to receive a discounted senior rate. Customer  
1064 will provide proof of eligibility by providing a November 2006 disposal services  
1065 invoice and a document verifying their age is 65 or older.  
1066

1067 Contractor agrees to offer residential customers a Service Suspension for a  
1068 minimum of four weeks up to six months. Contractor may establish a minimum  
1069 charge subject to the approval of the Town. Each Single Family Dwelling shall be  
1070 allowed two Service Suspensions per calendar year for a maximum of six months.  
1071

1072 **C. Contractor as Billing Agent.** Contractor shall act as Billing agent on behalf of  
1073 the Town. Revenues collected on behalf of the Town shall be handled as  
1074 described in Article 3 of this Agreement.  
1075

1076 **D. Review of Billings.** Contractor shall review its Billings to service recipients  
1077 under Section 5.02.B. The purpose of the review is to determine that the amount  
1078 which Contractor is billing each service recipient is correct in terms of the level of  
1079 service (i.e., frequency of Collection, size of container, location of container) being  
1080 provided to such service recipient by Contractor. Contractor shall review service

1081 recipient accounts not less than every other year, unless the Town shall direct  
1082 Contractor to do so annually, and submit to the Town a written report of that  
1083 review annually on the anniversary of the effective day of this Agreement. The  
1084 intent of this Section 502.D is for the Town to receive reports on an annual basis  
1085 which will cover the entire list of service recipients every other year. The scope of  
1086 the review and the reviewer's work plan shall be submitted to the Town for  
1087 approval no later than six (6) months before the submission of the first report.  
1088

1089 **5.03 Service Recipient Complaint Resolution.**

1090  
1091 **A. Complaint Documentation.** All service Complaints shall be directed to  
1092 Contractor. Daily logs of Complaints concerning Collection of Solid Waste,  
1093 Recyclable Materials, and Yard Waste shall be retained for a minimum of thirty-  
1094 six (36) months and shall be available to the Town at all times upon twenty-four  
1095 (24) hour notice.  
1096

1097 Contractor shall log all Complaints received by telephone and said log shall  
1098 include the date and time the Complaint was received, name, address and  
1099 telephone number of caller, description of Complaint, employee recording  
1100 Complaint and the action taken by Contractor to respond to and remedy  
1101 Complaint.  
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1103 All Complaints and inquiries shall be date-stamped when received and shall be  
1104 initially responded to within one (1) business day of receipt. Contractor shall log  
1105 action taken by Contractor to respond to and remedy the Complaint.  
1106

1107 All service records and logs kept by Contractor shall be made available to the  
1108 Town upon request and at no cost to the Town. The Town shall, at any time  
1109 during regular Contractor business hours, have access to Contractor's Facilities,  
1110 records and personnel for purposes that may include monitoring the quality of  
1111 service or researching Complaints.  
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1113 **B. Resolution of Complaints.**

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1115 **1. Scope.** The provisions of this Section 5.03.B.1 shall govern the procedure  
1116 for reviewing Complaints. The provisions of this Section are not exclusive,  
1117 are cumulative, and are in addition to any and all other remedies which  
1118 may accrue to the Town as a result of Contractor's performance or failure  
1119 to perform its duties and obligations, express or implied, hereunder, or  
1120 otherwise as a result of Contractor's actions in violation of this Agreement.  
1121

1122 Nothing in this Section 5.03.B is intended to affect the remedies of third  
1123 parties against Contractor; nor will the imposition of service recipient  
1124 charges prevent the imposition of liquidated damages by the Town  
1125 pursuant to Section 11.03.

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2. **Town Administrator's Review.** All Complaints received or initiated by the Town shall be reviewed by the Town Administrator who shall provide copies thereof to Contractor. The Town Administrator shall review each Complaint to determine whether the Complaint can be resolved informally, or whether the formal action hereunder is warranted. If the Town Administrator determines that formal action is warranted, he or she shall give written notice to Contractor and all interested parties of a hearing to be held by the Town Administrator on each such Complaint not less than ten (10) days from the date of said notice.

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At the Town Administrator's hearing on the Complaint, Contractor may present its response thereto, including, but not necessarily limited to, a written response including supporting documents. Within ten (10) days following the hearing, the Town Administrator shall make a determination upon the Complaint. The hearing conducted by the Town Administrator shall be informal, and rules of evidence shall not apply, but the Town Administrator may hear and consider such relevant statements, documents, or other materials as he or she shall determine appropriate under the circumstances.

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If the Town Administrator determines that Contractor has violated, or is in continuing violation of, its duties and obligations under this Agreement, or otherwise in violation of any of the provisions hereof, the Town Administrator may issue a Compliance Order to Contractor or may order that the Complaint shall be heard by the Town's Solid Waste Committee. In all cases in which the Town Administrator determines that the appropriate remedy should be termination or payment of compensatory damages, the Complaint shall be heard by the Town Council. If the Town Administrator orders that the Complaint shall be heard by the Town Council, he or she shall prepare a written report to the Town Council which shall state his or her findings, the basis therefore, and a recommended action.

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3. **Town's Solid Waste Committee and Town Council Review.** Contractor may appeal a Compliance Order issued by the Town's Administrator to the Town's Solid Waste Committee by filing a notice of appeal with the Clerk of the Town Council within ten (10) days of the date of the Town Administrator's Compliance Order. The Clerk of the Town Council shall set the matter for hearing by the Town's Solid Waste Committee within thirty (30) days of receipt of the notice of appeal unless Contractor consents to an extension of the time for the hearing.

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If the Town Administrator orders a Complaint to be heard by the Town's Solid Waste Committee pursuant to this Section, the Clerk of the Town

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Council shall set the matter for hearing within thirty (30) days of the date of such order, unless the time for hearing is extended by consent of Contractor.

At its hearing the Town’s Solid Waste Committee shall consider the Complaint anew, irrespective of whether the hearing is on appeal by Contractor or by order of the Town Administrator. If a Complaint is based upon the manner or quality of Contractor’s service to service recipients or members of the public, the hearing shall be a public hearing. If a Complaint is based upon a violation of the standards and procedures implemented under this Agreement, the hearing may, but shall not necessarily, be a public hearing, as the Town Administrator shall determine.

If, upon conclusion of the hearing and consideration of any advisory findings of fact, the Town’s Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, any of its duties and obligations, either express or implied, under this Agreement, the Town Council may issue a Compliance Order, Termination Order for violations described in Section 11.01 C, E, F, I, J or K, or Order for Payment of Compensatory Damages, as it deems appropriate. The Town’s Solid Waste Committee’s decision shall be the final administrative determination, and shall be supported by written findings.

**4. Remedies.**

- a. **Named.** Remedies available to the Town pursuant to this Article include the issuance of a Compliance Order, Termination Order, or Order for Payment of Compensatory Damages, which terms are defined and described hereinafter. Such Orders may be issued subject to such terms and conditions as the Town Administrator (in the case of Compliance Orders) and the Town’s Solid Waste Committee (in the case of all such Orders issued by it) shall deem appropriate.
  
- b. **Compliance Order.** A Compliance Order may be issued by the Town Administrator or the Town’s Solid Waste Committee upon a determination that Contractor has violated, or is in continuing violation of, any of its duties or obligations, either express or implied, under this Agreement, and shall direct Contractor forthwith to cease such violation, and may specify, if appropriate, the time within which such violation shall be remedied, and otherwise establish terms and conditions governing compliance there under.

- c. **Termination Order.** If the Town's Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, Section 11.01 C, E, F, I, J or K under this Agreement, the Town Council may order termination of this Agreement. Such Termination Order shall be effective not less than thirty (30) days from the date of the Termination Order. Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the effective date of termination.
- d. **Order for Payment of Compensatory Damages.** If the Town's Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, any of its duties or obligations, either express or implied, under this Agreement, which has caused loss of revenues to the Town, or caused the Town to incur unnecessary costs or has caused loss or damages to any Person, it may order Contractor to pay compensatory damages therefore to the Town, or to the Person so damaged.

C. **Government Liaison.** Contractor shall designate in writing a "Government Liaison" who shall be responsible for working with the Town Administrator and/or the Town Administrator's designated representative(s) to resolve service recipient complaints.

**5.04 Education and Public Awareness.**

A. **General.** Contractor acknowledges and agrees that education and public awareness are critical, key, and essential elements of any efforts to achieve diversion and effectively manage Solid and Hazardous Waste. Accordingly, Contractor agrees to take direction from the Town to explore opportunities to expand public and service recipient knowledge concerning needs and methods to reduce, reuse, and recycle Solid Waste, and to cooperate fully with the Town in this regard. Contractor's public education plan is included as Exhibit C.

Contractor shall perform all of the public education activities related to the transition to new services, as described in Exhibit C. These education activities shall include, but not be limited to: mailings prior to the start of service, flyers handed out, follow-up mailings or hand-outs related to the new services, commercial advertising, and the mailing and hand-outs of The Town's newsletters upon request.

B. **Content Approval.** Contractor shall make available to the Town, and the Town shall approve prior to its use, all public educational materials used by Contractor. At a minimum, Contractor materials will describe the specific types of



1261 Recyclable Materials and Yard Waste, explain how to prepare materials for  
1262 Collection, and explain how, where, and when to set out Containers for  
1263 Collection.

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1265 All public educational materials shall be printed on or manufactured from  
1266 recycled materials and contain the highest practical level of post-consumer  
1267 content. Contractor's primary educational materials shall be available in English.  
1268 Contractor may produce materials in additional languages for which there is a  
1269 demand.

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1271 **C. Community Events.** At the direction of the Town, Contractor shall participate  
1272 in and promote diversion techniques at community events and local activities.  
1273 Such participation would normally include providing, without cost, educational  
1274 and publicity information promoting the goals of the Town's waste reduction and  
1275 recycling programs.

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1277 **D. Notification to New Service Recipients.** Immediately upon request for new  
1278 service, Contractor shall notify the new service recipients of the Recyclable  
1279 Materials and Yard Waste Collection services offered by Contractor. At the  
1280 Town's request, such notification shall be available in languages other than  
1281 English.

1282  
1283 **5.05 Waste Generation/Characterization Studies.**

1284 Contractor acknowledges that the Town may perform Solid Waste generation and  
1285 characterization studies periodically. Contractor agrees to participate and cooperate  
1286 with the Town and their agents and to accomplish studies and data collection and  
1287 prepare reports, as needed, to determine weights and volumes of Solid Waste and  
1288 characterize Solid Waste generated, disposed, transformed, diverted or otherwise  
1289 handled/processed to satisfy AB 939 requirements.

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1291 **5.06 Local Purchases**

1292  
1293 Contractor shall purchase, at a minimum, the following supplies and services with  
1294 the Town and if they are available within the Town limits:

- 1295  
1296 a. Vehicle supplies(fuel, tires, service parts, etc)  
1297 b. Office and facility supplies  
1298 c. Printing/publishing  
1299 d. Uniforms  
1300 e. Banking  
1301 f. Insurance

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1303 **5.07 Vegetative Waste Collection Transfer Station**

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Contractor shall operate and manage the Town's Vegetative Waste Collection Transfer Station if requested by the Town. Contractor agrees to operate the facility at the current established gate rate or at a rate approved and agreed upon by the Town Manager. Gate rates in subsequent years may be determined for adjustment by the Town Manager based upon an annual review of operations costs factors such as, but not limited to, current market for biomass fuels, Neal Road Landfill gate fees, CPI index, etc. The Town agrees to indemnify and hold harmless Contractor for past environmental liabilities and clean-up costs associated with known contamination at the facility.

**ARTICLE 6  
CONTRACTOR'S RATES**

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**6.01 General.**

- A. Rate Resolution.** The Town shall establish by resolution the maximum rates for the services provided by Contractor. The Town shall have the right to structure those rates as it deems appropriate so long as the revenues paid to the Contractor from charging such rates can reasonably be expected to generate sufficient revenues to provide for Contractor's Compensation.
- B. Full and Complete Compensation.** Contractor's Compensation provided for in this Article 6 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, profit, and all other things necessary to perform all the services required by this Agreement in the manner and times prescribed.

**6.02 Initial Rates.**

**Solid Waste, Recyclable Materials and Yard Waste.** Contractor's maximum rates for the initial eight (8) months of this Agreement (i.e., from May 1, 2017 to December 31, 2017) shall be based on the "Solid Waste Collection Rate Schedule" provided in Exhibit F except for increases relating to pass-through costs. The revenue from such rates properly charged shall be the complete compensation due Contractor for the services performed by the Contractor in accordance with this Agreement. .

**6.03 Subsequent Rates for Rate Years.**

- A. General.** For each Rate Year beginning January 1, 2018, rates shall be adjusted as described below. For purposes of this calculation, rates shall be composed of three (3) components: a monthly Collection Rate, a monthly Disposal Rate, and a Franchise Fee.
- B. Monthly Collection Rate Adjustment.** The monthly Solid Waste, Recycling, and Yard Waste Collection Rates shall be adjusted upward or downward to reflect one hundred percent (100%) of the change in the California "Consumer Price Index, All Items for All Urban Consumers West Urban Area; 1982-84 = 100" for the most recent twelve (12) month period ending July as published by the U.S. Department of Labor, Bureau of Labor Statistics. No monthly Collection Rate increase shall exceed five percent (5%) per annum.

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- C. **Monthly Disposal Rate Adjustment.** The monthly Disposal Rate shall be adjusted based upon the percentage change in the gate rate at the Designated Disposal Site.
- D. **Franchise and Other Fee Adjustment.** The Franchise Fee component shall be calculated by adding the monthly Collection Rate and the monthly Disposal Rate and multiplying the resulting total by 0.0753. The Other Fee component is composed of charges for the Vehicle Impact Fee and other miscellaneous fees, as determined by the Town.
- E. **Contractor's Application.** By September 15, of each year, the Contractor shall submit an application request for adjustment of Rates to the Solid Waste Collection Rate Schedule to the Town. This application request shall be prepared and submitted with format in accordance with the procedures and as described in this Agreement and in Exhibit E.
- F. **Determination of Adjustment to Rates.** The Town, or representative, will review the Contractor's application request for adjustment to Rates for compliance with this Agreement, accuracy, and reasonableness. The Town shall attempt in good faith to make the adjustment effective by January 1<sup>st</sup> of each Rate Year. However, the Town shall not make any retroactive adjustments to compensate for any delay in calculating the adjustment to rates which results from the failure of the Contractor to submit its request by September 15, of each Rate Year and/or respond promptly for information related to any of the calculations required by this Section or from appeals of the determination to the Town which extends the process of determination. The revenue from such rates properly charged shall be the complete compensation due Contractor for services performed by the Contractor in accordance with this Agreement.

**ARTICLE 7**  
**REVIEW OF SERVICES AND PERFORMANCE**

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**7.01 Performance Hearing.**

The Town may hold a public hearing on or about the first anniversary date of this Agreement and on or about each subsequent anniversary, at which time Contractor shall be present and shall participate, to review its services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, waste reduction, Recycling, Yard Waste diversion, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, waste reduction and diversion system; and to ensure services are being provided with adequate quality, effectiveness and economy.

Within forty-five (45) days after receiving notice from the Town of a Solid Waste performance review hearing, Contractor shall, at a minimum, submit a report to the Town indicating changes recommended and/or new services to improve the Town’s ability to meet the Town’s waste reduction and recycling obligations and goals and to contain costs and minimize impacts on rates.

The reports required by this Agreement regarding service recipient Complaints shall be used as one basis for review. Contractor may submit other relevant performance information and reports for consideration. The Town may request Contractor to submit specific information for the hearing. In addition, any service recipient may submit comments or Complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Solid Waste performance hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, service recipient Complaints, amendments to this Agreement, developments in the applicable laws and regulations, new initiatives for meeting or exceeding waste reduction and recycling goals, regulatory constraints and Contractor performance. The Town and Contractor may each select additional topics for discussion at any performance review hearing.

Not later than sixty (60) days after the conclusion of each performance hearing, the Town may issue a report. As a result of the review, the Town may require Contractor to provide expanded or new services within a reasonable time and for reasonable rates and compensation and the Town may direct Contractor to take corrective actions for any performance inadequacies.

**7.02 Annual Diversion Program Review.**

Beginning on the Effective Date of the Agreement, and then on an annual basis thereafter, Contractor shall meet with the Town to describe the progress of each active diversion program. Contractor should document the results of the programs

1436 on a monthly basis, including at a minimum the tonnage diverted by material type,  
1437 the end use or processor of the diverted materials and the cost per ton for  
1438 transporting and processing each type of material and other such information  
1439 requested by the Town or any other government entity as may be necessary to  
1440 evaluate the performance of each program.  
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1442 At each annual meeting, the Town and Contractor shall have the opportunity to  
1443 revise a program based on mutually agreed upon terms. The Town shall have the  
1444 right to terminate a program if in its sole discretion, the Contractor is not cost  
1445 effectively achieving the program's goals and objectives. Prior to such termination,  
1446 the Town shall meet and confer with the Contractor for a period of up to 90 days to  
1447 resolve the Town's concerns. Thereafter, the Town may utilize a third party to  
1448 perform these services if the Town reasonably believes the third party can improve  
1449 on Contractor's performance and/or cost. Notwithstanding these changes,  
1450 Contractor shall continue the program during the meet and confer period and,  
1451 thereafter, until the third party takes over the program.  
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**ARTICLE 8**  
**RECORDS, REPORTS AND INFORMATION REQUIREMENTS**

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**8.01 General.**

Contractor shall conduct data collection, information and record keeping, and reporting activities needed to comply with and to meet the reporting and Solid Waste program management needs of the Town (including AB939) and other Federal and State and local laws and regulations and the requirements of this Agreement. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define what the records and reports are to be and their content. Further, with the written direction or approval of Town, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency. Records and reporting may be revised to reflect current record keeping and reporting.

**8.02 Records.**

**A. General.** In order to administer this Agreement it is necessary for Contractor to maintain accurate, detailed financial and operational information in a consistent format and to make such information available to the Town in a timely fashion. Contractor shall maintain records required to conduct its operations, to support requests it may make to the Town, and to respond to requests from the Town in the conduct of Town's business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years after the expiration of this Agreement.

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to the Town and its official representatives during normal business hours.

**B. Inspection and Retention of Records.**

**1. Contractor's Accounting Records.** Contractor shall maintain accurate and complete accounting records containing the underlying financial and operating data relating to and showing the basis for computation of all costs associated with providing services under this Agreement. The accounting records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied.



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2. **Inspection of Records.** The Town, and/or agents selected by the Town, shall have the right, during regular business hours, to conduct unannounced on-site inspections of the records and accounting systems of Contractor and to make copies of any documents relevant to this Agreement.
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3. **Retention of Records.** Unless otherwise herein required, Contractor shall retain all records and data required to be maintained by this Agreement for at least five (5) years.
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- Records and data required to be maintained that are specifically directed to be retained shall be retrieved by Contractor and made available to the Town.
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- Records and data required to be maintained that are not specifically directed to be retained that are, in the sole opinion of the Town, material to establishing rates or to a determination of the Contractor's performance under this Agreement, shall be retrieved by Contractor and made available to the Town.
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- Records and data required to be maintained that are not specifically directed to be retained and that are not material to establishing rates and/or not required for the determination of the Contractor's performance do not need to be retrieved by Contractor. In such a case, however, the Town may make reasonable assumptions regarding what information is contained in such records and data, and such assumption shall be conclusive in whatever action the Town takes.
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4. **Delivery of Financial Statements, Auditors' Reports.** Financial statements shall show Contractor's results of operations on a combined basis for the Town, including the specific revenues and expenses in connection with the operations provided for in this Agreement and others included in such financials statements. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP). The financial statements shall be prepared by the Contractor and marked "unaudited". Such statements should include a certification by the Contractor's Chief Financial Officer. The financial statements for Rate Years shall have been examined by and shall be accompanied by the report of an independent certified public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as

1535 determined by the State of California Consumer Affairs Board of  
1536 Accountancy. Such accountant's representation shall include that it has  
1537 examined the Contractor's financial statements in accordance with  
1538 Generally Accepted Auditing Standards (GAAS) and the accountant's  
1539 opinion that such statements have been prepared in accordance with  
1540 Generally Accepted Accounting Principles (GAAP) consistently applied  
1541 and fairly reflect the results of operations and Contractor's financial  
1542 condition.

1543  
1544 C. **Solid Waste Records.** Records shall be maintained and made available to the  
1545 Town within 24 hours of written request relating to:

- 1546 1. Service recipient services and billing;
- 1547 2. Character, weight and volume of Solid Waste by type (e.g., Solid Waste,  
1548 Recyclable Materials, and Yard Waste) and line of business (can/cart  
1549 service, bin service, roll-off service, compactor service) especially as related  
1550 to reducing and diverting Solid Waste.
- 1551 3. Routes;
- 1552 4. Facilities, equipment and personnel used;
- 1553 5. Facilities and equipment operations, maintenance and repair;
- 1554 6. Processing and Disposal of Solid Waste;
- 1555 7. Types and quantities of Hazardous Waste inadvertently Collected but  
1556 diverted from landfilling;
- 1557 8. Complaints; and,
- 1558 9. Missed Pick-ups.

1559 Contractor shall maintain records of all Solid Waste Collected in the Town's  
1560 Service Area for the period of this Agreement and all extensions to this  
1561 Agreement or successor Agreements. In the event the Town requests certain  
1562 records or Contractor discontinues providing services to the Town, Contractor  
1563 shall provide all records of all Solid Waste requested to the Town within thirty  
1564 (30) days of discontinuing service. Records shall be in chronological and  
1565 organized form and readily and easily interpreted.  
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- D. CERCLA Defense Records.** The Town views the ability to defend against CERCLA and related litigation as a matter of great importance. For this reason, the Town regards the ability to prove where Solid Waste Collected in the Service Area was taken for Transfer or Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the Service Area was disposed of (and therefore establish where it was not landfilled). This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement. Contractor shall maintain these records for a minimum of ten (10) years. Contractor shall provide these records to the Town in an organized and indexed manner rather than destroying or disposing of them.
- E. Recyclable Materials and Yard Waste Records.** Records shall be maintained for the Town that relate to:
- 1582           1. Records described in Section 8.02.C, above;
- 1583           2. Recyclable Materials, and Yard Waste Collection weekly and /or bi-weekly  
1584           participation rates.
- 1585           3. Recyclable Materials sales value;
- 1586           4. Weight of material by type; and,
- 1587           5. End use and markets.
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- 1589           **F. Other Programs' Records.** Records for other programs shall be tailored to  
1590           specific needs. In general, they shall include:
- 1591           1. Plans, tasks, and milestones; and,
- 1592           2. Accomplishments in terms such as dates, activities conducted, quantities of  
1593           products used, produced or distributed, and numbers of participants and  
1594           responses.
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- 1596   **8.03 Reports.**
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- 1598           **A. Report Formats and Schedule.** Records shall be maintained in forms and by  
1599           methods that facilitate flexible use of data contained in them to structure reports,  
1600           as needed. Reports are intended to compile recorded data into useful forms of  
1601           information that can be used to, among other things:  
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- 1603 1. Determine the number of subscribers to each service by service level, and  
1604 the total revenues generated.
- 1605 2. Determine the total quantity of material Collected, transferred, Recycled  
1606 processed and / or disposed through each program and service, by  
1607 material type.
- 1608 3. Evaluate past and expected progress towards achieving the Town's  
1609 diversion goals and objectives;
- 1610 4. Determine needs for adjustment to programs; and, evaluate service  
1611 recipient service and Complaints.
- 1612 5. Prepare AB 939 Annual Reports and any and all other State required  
1613 reports.

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1615 Contractor may propose report formats that are responsive to the objectives and  
1616 audiences for each report. The format of each report shall be approved by the  
1617 Town. Contractor agrees to submit all reports on computer discs or by modem in  
1618 a format compatible with Town's software/computers at no additional charge, if  
1619 requested by the Town. Contractor will provide a certification statement, under  
1620 penalty or perjury, by the responsible Contractor official, that the report being  
1621 submitted is true and correct to the best knowledge of such official after their  
1622 reasonable inquiry.

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1624 Annual Reports shall be submitted not later than April 1st following the calendar  
1625 year.

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1627 All reports shall be submitted to:

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1629 Town of Paradise  
1630 Town Hall  
1631 5555 Skyway  
1632 Paradise, CA 95969  
1633 Attn: Town Manager  
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- 1635 **B. Annual Reports.** Annual Reports are to include the following information, at  
1636 a minimum, compiled and reported for each month of the year, and as an annual  
1637 total. Annual totals are also to be provided for all previous years of the  
1638 Agreement for purposes of comparison. The information listed below shall be the  
1639 minimum reported for each service. To the extent that the requested information  
1640 is not tracked directly by the Contractor or can not be specifically established due  
1641 to the nature of the Contractor's operations, the Contractor shall present to the

1642 Town a proposed method for estimating the required information, the  
1643 reasonableness of which shall be subject to the approval of the Town.  
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1645 **1. Solid Waste Collection Services.**

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1647 a. Solid Waste tons Collected by Contractor, allocated between  
1648 Residential cart service, Commercial cart and bin service, roll-off  
1649 and compactor service.  
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1651 b. Number of subscribers by service level  
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1653 c. Subscriber data including name, address, and service level  
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1655 d. Total Gross Revenues by service level, including revenues  
1656 generated by each type of "Extra Services".  
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1658 e. Number of Disabled Accounts.  
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1660 f. Number of compactor accounts, size of compactors and number and  
1661 size of compactors provided by the Contractor.  
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1663 g. Number of debris-box pulls by bin size.  
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1665 h. Tons processed and recovered through each processing operation  
1666 including Construction Demolition Debris Recovery Program,  
1667 Material Recovery Facility and any other processing operations  
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1669 i. Complaint summary, for month and cumulative for report year, as  
1670 above. Data shall be summarized by nature of Complaints on a  
1671 compatible computer disc.  
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1673 j. Narrative summary of problems encountered (including  
1674 scavenging) and actions taken with recommendations for the Town,  
1675 as appropriate.  
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1677 k. Description of promotional and public education materials created  
1678 or distributed.  
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1680 l. A summary or copy of the Hazardous Waste records required under  
1681 Sections 8.02.C and 8.02.D.  
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1683 m. Other information or reports that the Town may reasonably request  
1684 or require.

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2. **Recyclable Materials and Yard Waste Services.** Contractor shall provide the same information as Solid Waste service, but for Recyclable Materials and Yard Waste services, Contractor shall provide:
    - a. Total tons diverted by each program/service (e.g., Residential Curbside Recycling, Residential Yard Waste, Commercial Recycling), by material type and end use.
    - b. Number of accounts for each program/service, number and size of Containers and total tons Recycled by material type.
    - c. Participation and set-out rates in same format as number of accounts.
    - d. Recyclable Materials sales revenue by material type.
  3. Contractor shall provide information about Street Sweeping Program set forth in Exhibit H.
  4. **Other Programs.** For each program, provide activity related and narrative reports on goals and milestones and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.
  5. **Summary Assessment.** Provide a summary assessment of the overall Franchised Services from Contractor's perspective relative to financial and physical status of program. The physical status summary is to report: operating efficiency, economy and effectiveness of the program relative to the goals and objectives of this Agreement including particularly the Town's diversion goals; provide recommendations and plans to improve; highlight significant accomplishments and problems.
- C. **AB 939 Reports.** As part of the requirements of this Agreement the Contractor shall prepare and submit all required AB 939 reports to the Town or the Butte County Regional Waste Management Authority for their submission to CalRecycle, including Annual Reports, reports and other required information related to the existing Compliance Order (Tracking No: IWMA BR99-04) and any other State required reports. Reports are to comply with specified formats and are to be submitted according to the specified schedules. It is the intent of the Town for the Contractor to be responsible for all such reporting to the Authority on behalf of the Town, unless otherwise directed by the Town.



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- D. **Resource Recovery Plan.** As part of its Annual Report to the Town described in Section 8.03.B, Contractor shall submit to the Town an annual proposal describing proposed resource recovery programs, their diversion potential and associated detailed costs for programs that Contractor believes can significantly increase diversion. Within sixty days, the Town shall respond to the Plan in writing. If the Parties reach agreement on implementation of additional programs, Contractor shall be obligated to implement those programs on a schedule and for a cost agreed to by the Parties.
  
- E. **Quarterly Reports.** The Town reserves the right to require more frequent reporting by the Contractor (e.g., quarterly reports) of information for purposes of documenting progress toward meeting its AB 939 reporting requirements or other purpose deemed necessary by the Town.

**8.04 Adverse Information.**

- A. **Reporting Adverse Information.** Contractor shall provide the Town two (2) copies (one to the Town Administrator, one to the Town’s Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Contractor’s performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other Federal, State or local agencies, including any Federal or State court. Copies shall be submitted to the Town simultaneously with Contractor’s filing or submission of such matters with said agencies. Contractor’s routine correspondence to said agencies need not be routinely submitted to the Town, but shall be made available to the Town promptly upon the Town’s written request.
  
- B. **Failure to Report.** The refusal or failure of Contractor to file any required reports, or to provide required information to the Town, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement as described in Section 11.01 and shall subject Contractor to all remedies which are available to the Town under the Agreement or otherwise.

**8.05 Right to Inspect Records.**

The Town shall have the right to inspect or review the payroll tax reports, specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its Related Party Entities that the Town shall deem, in its sole discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement and Contractor's performance provided for in this Agreement.

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**ARTICLE 9**  
**INDEMNIFICATION, INSURANCE AND BOND**

**9.01 Indemnification.**

- A. General Indemnification.** Contractor shall indemnify, defend and hold harmless, at Contractor’s sole cost and expense, the Town, its officers, employees and agents, from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature including, but not limit to, injury to and death of any Person and/or damage to property or for contribution or indemnity claimed by third parties (collectively, the “Claims”), arising out of or occasioned in any way by, directly or indirectly, Contractor’s performance of, or its failure to perform, its obligations under the Agreement, but not limited to, Contractor’s failure to comply with applicable laws or the Contractor’s breach of its representation and warranties in this Agreement. The foregoing shall also apply if the Claim is caused by the joint negligence of the Town and Contractor, but only to the extent to Contractor’s negligence. This indemnification will not extend to Claims to the extent they are caused by the sole negligence or intentional misconduct or omission of the Town. This general indemnification provision shall survive the termination of this Agreement.
  
- B. Hazardous Substance Indemnification.** Contractor shall indemnify, defend with counsel selected by the Town, protect and hold harmless the Town and their officers, directors, employees, volunteers, and agents, and member agencies, their officers, directors, employees, volunteers, and agents, (collectively, indemnitee) from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys’ expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (Collectively, “Damages”) or any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitee arising from or attributable to the acts or omissions of Contractor, its officers, directors, employees, companies or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance, Hazardous Waste, and/or construction and street debris, or other waste Collected under this Agreement. This indemnity afforded indemnitee, shall be limited only to exclude coverage for intentional wrongful acts and active negligence of indemnitee, indemnitee delivery of

1814 material to Contractor which does not conform to the descriptions of Solid Waste  
1815 under this Agreement and as provided below. The forgoing indemnity is  
1816 intended to operate as an agreement in recognition of §107(e) of the  
1817 Comprehensive Environmental Response, Compensation and Liability Act,  
1818 CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364, to  
1819 defend, protect, hold harmless, and indemnify the Town from liability. This  
1820 provision is in addition to all other provisions in this Agreement and is intended  
1821 to survive the end of the Term of this Agreement. Nothing in this paragraph shall  
1822 prevent Contractor from seeking indemnification or contribution from Persons or  
1823 entities other than indemnitee, for any liabilities incurred by Contractor, or the  
1824 indemnitee. As appropriate, Contractor's parent company should provide the  
1825 guarantees necessary to meet this provision.  
1826

1827 Should the Town contract for or direct the Disposal of Solid Waste to a Transfer  
1828 Station or landfill not owned or solely operated by Contractor or an Affiliate, then in  
1829 that event, Contractor's Hazardous Substances indemnification and other indemnitee  
1830 shall not apply to claims, damages, legal proceedings or other liabilities arising from  
1831 or relating to such non-Contractor owned or operated Transfer Station or Disposal  
1832 Facility.

1833 **9.02 AB 939 Indemnification.**

1834 In addition to all other relief provided to the Town under this Agreement, Contractor  
1835 agrees to indemnify and hold harmless the Town, their officers, directors, Councils,  
1836 employees, and agents from and against all fines and/or penalties imposed by  
1837 CalRecycle in the event the source reduction and Recycling goals or any other  
1838 requirement of the Act are not met by the Town with respect to the waste stream  
1839 Collected under this Agreement and such failure is due to the failure of Contractor to  
1840 meet its obligations under this Agreement and/or for delays in providing  
1841 information that prevents the Town from submitting reports required by AB 939 in a  
1842 timely manner.  
1843

1844 **9.03 Insurance.**

1845  
1846 **A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:  
1847

- 1848 1. The most recent editions of Insurance Services Office form number GL  
1849 0002 covering Comprehensive or Commercial General Liability and  
1850 Insurance Services Office form number GL 0404 covering Broad Form  
1851 Comprehensive or Commercial General Liability; or Insurance Services  
1852 Office Commercial General Liability coverage ("occurrence" form CG  
1853 0001).

- 1854 2. The most recent editions of Insurance Services Office form number CA  
1855 0001 covering Automobile Liability, code 1 "any auto" and endorsement  
1856 CA 0025.
- 1857 3. Workers' Compensation insurance as required by the Labor Code of the  
1858 State of California and Employers Liability insurance.
- 1859  
1860 **B. Minimum Limits of Insurance.** Contractor shall maintain limits no less than:  
1861
- 1862 1. Comprehensive General Liability: Five Million Dollars (\$5,000,000)  
1863 combined single limit per occurrence for bodily injury, Personal injury and  
1864 property damage.
- 1865 2. Automobile Liability: Five Million Dollars (\$5,000,000) combined single  
1866 limit per accident for bodily injury and property damage.
- 1867 3. Workers' Compensation and Employers Liability: Workers' compensation  
1868 limits as required by the Labor Code of the State of California and  
1869 Employers Liability limits of \$1,000,000 per accident.
- 1870  
1871 **C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured  
1872 retentions are the responsibility of Contractor and shall be declared to the Town.  
1873 At the option of the Town, either: the insurer shall reduce or eliminate such  
1874 deductibles or self-insured retentions as respects the Town, its officials and  
1875 employees, directors, agents and volunteers; or Contractor shall procure a bond  
1876 guaranteeing payment of losses and related investigations, claim administration  
1877 and defense expenses.
- 1878  
1879 **D. Other Insurance Provisions.** The policies are to contain, or be endorsed to  
1880 contain, the following provisions:
- 1881 1. General Liability and Automobile Liability Coverage
- 1882 a. The Town, their officials, employees, directors, agents and  
1883 volunteers are to be covered as additional insured as respects:  
1884 liability arising out of activities performed by or on behalf of  
1885 Contractor; products and completed operations of Contractor;  
1886 Premises owned, leased or used by Contractor; or automobiles  
1887 owned, leased, hired or borrowed by Contractor. The coverage  
1888 shall contain no special limitations on the scope of protection  
1889 afforded to the Town, its officials, employees or volunteers.  
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- b. Contractor's insurance coverage shall be primary insurance as respects the Town, its officials, directors, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, directors, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, directors, agents or volunteers.
  - d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
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- 2. **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Town, its officials, employees, directors, agents and volunteers for losses arising from work performed by Contractor for the Town.
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- 3. **All Coverage.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.
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- E. **Acceptability of Insurers.** The insurance policies required by this Section shall be issued by an insurance company or companies admitted or approved non-admitted to do business in the State of California subject to the Authority of the California Insurance Commissioner and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.
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- F. **Verification of Coverage.** Contractor shall furnish the Town with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy shall be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to the Town and are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.
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- G. **Subcontractor.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each



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subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**H. Required Endorsements.**

1. The Workers' Compensation policy shall contain an endorsement in substantially the following form:

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

Town of Paradise  
Town Hall  
5555 Skyway  
Paradise, CA 95969  
Attn: Town Manager

2. The Public Liability policy shall contain endorsements in substantially the following form:

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

Town of Paradise  
Town Hall  
5555 Skyway  
Paradise, CA 95969  
Attn: Town Manager

b. "The Town, its officers, employees, directors, agents and volunteers are additional insured on this policy."

c. "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the Town, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

d. "Inclusion of the Town as an insured shall not affect the Town's rights as respects any claim, demand, suit or judgment brought or recovered against Contractor. This policy shall protect the



Contractor and the Town in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Contractor's liability as set forth in the policy beyond the amount shown or to which Contractor would have been liable if only one party had been named as an insured."

**I. Delivery of Proof of Coverage.** On or before the Effective Date, Contractor shall furnish the Town with certificates of each policy of insurance required hereunder. Such certificates shall show the type and amount of coverage, effective dates, and dates of expiration of policies and shall note all required endorsements. The certificates for each policy are to be signed by a Person authorized at the insurer to bind coverage on its behalf. If at any time the Towns so requests, complete certified copies of each policy, together with all endorsements, shall also be promptly delivered to the Town. Contractor shall periodically furnish renewal certificates to the Town to demonstrate maintenance of the required coverage throughout the Term.

**J. Other Insurance Requirements.**

1. In the event any services are delegated to a subcontractor, Contractor shall require such subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The liability insurance required by this Section 9.03.J.1 shall cover all subcontractors or the subcontractor must furnish evidence of insurance provided it meets all of the requirements of this Section 9.03.J.1.
2. Contractor shall comply with all requirements of the insurer's policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement. If any claim is made by any third party against Contractor or a subcontractor on account of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the insurance carrier and to the Town.
3. If Contractor fails to procure and maintain any insurance by this Agreement, the Town may take out and maintain, at Contractor's expense, such insurance as the Town may reasonably deem proper in accordance with the limits set forth herein and Contractor shall reimburse the Town for the cost of such insurance within thirty days of being invoiced by the Town for such costs.

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4. The Comprehensive General Liability insurance required by the Section shall be written on an occurrence (not accident) rather than a "claims made" basis, if such coverage is obtainable. If its is not obtainable, Contractor shall notify the Town and arrange for "tail coverage" to protect the Town from claims filed during the three years immediately following the expiration or termination of this Agreement relating to incidents which occurred prior to such expiration or termination.

**9.04 Letter of Credit.**

Simultaneously with the execution of this Agreement, Contractor shall file with the Town an irrevocable letter of credit in a form approved by the Town Attorney securing Contractor's performance of its obligations under this Agreement and shall maintain such letter of credit on an annual basis and shall be annually renewed thereafter throughout the Term of this Agreement. The Town shall have the right to make draws from the letter of credit if Contractor breaches this Agreement. The principal sum of the letter of credit shall be \$100,000.00.

**ARTICLE 10  
TOWN'S RIGHT TO PERFORM SERVICE**

**10.01 General.**

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect or transport any or all Solid Waste, Recyclable Materials, and Yard Waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, Solid Waste, Recyclable Materials, and Yard Waste should accumulate in the Service Area to such an extent, in such a manner, or for such a time that the Town should find that such accumulation endangers or menaces the public health, safety or welfare, then the Town shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by the Town, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor; and/or (2) to take temporary possession of any or all of Contractor's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, Recyclable Materials, and Yard Waste, and to use such property to Collect and transport any Solid Waste, Recyclable Materials, and Yard Waste generated within the Service Area which Contractor would otherwise be obligated to Collect and transport pursuant to this Agreement.

If Solid Waste, Recyclable Materials, and Yard Waste accumulates in the Service Area to such an extent, in such a manner or for such a time that the Town finds that such accumulation represents an immediate danger or menace to the public health safety or welfare, the Town shall not be required to provide the twenty-four (24) hour prior written notice set forth above in order to take the above actions.

Notice of Contractor's failure, refusal or neglect to Collect and transport Solid Waste, Recyclable Materials, and Yard Waste may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within twenty-four (24) hours of the oral notification.

Contractor further agrees that in such event:

- A. It will take direction from the Town to affect the transfer of possession of equipment and property to the Town for its use.
- B. It will, if the Town so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

2077 C. The Town may immediately engage all or any personnel necessary or useful  
2078 for the Collection and transportation of Solid Waste, Recyclable Materials, and  
2079 Yard Waste, including, if the Town so desires, employees previously or then  
2080 employed by Contractor. Contractor further agrees, if the Town so requests, to  
2081 furnish the Town the services of any or all management or office personnel  
2082 employed by Contractor whose services are necessary or useful for Solid Waste,  
2083 Recyclable Materials, and Yard Waste Collection, transportation, processing and  
2084 disposal operations and for the billing and Collection of fees for these services.  
2085

2086 The Town agrees that it assumes complete responsibility for the proper and  
2087 normal use of such equipment and facilities while in its possession.  
2088

2089 If the interruption or discontinuance in service is caused by any of the reasons  
2090 listed in Section 11.04, the Town shall pay to Contractor the reasonable rental  
2091 value of the equipment and facilities, possession of which is taken by the Town,  
2092 for the period of the Town's possession, if any, which extends beyond the period  
2093 of time for which Contractor has rendered bills in advance of service, for the class  
2094 of service involved.  
2095

2096 Except as otherwise expressly provided in the previous paragraph, the Town's  
2097 exercise of its rights under this Article 10 (1) does not constitute a taking of  
2098 private property for which compensation must be paid; (2) will not create any  
2099 liability on the part of the Town to Contractor; and (3) does not exempt  
2100 Contractor from any of the indemnity or insurance provisions of this Agreement,  
2101 which are meant to extend to circumstances arising under this Section, provided  
2102 that Contractor is not required to indemnify the Town against claims and  
2103 damages arising from the negligence or willful misconduct of the Town, its  
2104 elective and appointive boards, commissions, officers, employees and agents in  
2105 the operation of Collection vehicles during the time the Town has taken  
2106 possession of such vehicles.  
2107

2108 **10.02 Temporary Possession of Contractor's Property.**

2109 If the Town suffers an interruption or discontinuance of service (including  
2110 interruptions and discontinuance due to events described in Section 11.04), the Town  
2111 may take possession of and use all of Contractor's property described above until  
2112 other suitable arrangements can be made for the provision of the Franchised  
2113 Services.  
2114

2115 **10.03 Billing and Compensation to the Town during Town's Possession.**

2116 During such time that the Town is providing Solid Waste services, as above  
2117 provided, Contractor shall bill and Collect payment from all users of the above-  
2118 mentioned services as described in Section 5.02. Contractor further agrees that, in  
2119 such event, it shall reimburse the Town for any and all costs and expenses incurred  
2120 by the Town beyond that billed and received by Contractor in taking over possession

2121 of the above-mentioned equipment and property for Franchised Services in such  
2122 manner and to an extent as would otherwise be required of Contractor under the  
2123 Terms of this Agreement. Such reimbursement shall be made from time to time after  
2124 submission by the Town to Contractor of each statement listing such costs and  
2125 expenses, but in no event later than five (5) working days from and after each such  
2126 submission.  
2127

2128 **10.04 Town's Right to Relinquish Possession.**

2129 It is further mutually agreed that the Town may at any time at their discretion  
2130 relinquish possession of any or all of the above-mentioned property to Contractor  
2131 and thereupon demand that Contractor resume the Franchised Services as provided  
2132 in this Agreement, whereupon Contractor shall be bound to resume the same.  
2133

2134 **10.05 Duration of Town's Possession.**

2135 Town's right pursuant to this Article to retain temporary possession of Contractor's  
2136 facilities and equipment, and to render Collection services, shall terminate when the  
2137 event which caused the taking possession under Section 10.01 is cured and the  
2138 performance bond is fully restored. In any case, the Town has no obligation to  
2139 maintain possession of Contractor's property or equipment and/or continue its use  
2140 for any period of time and may at any time, in its sole discretion, relinquish  
2141 possession to Contractor.  
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ARTICLE 11  
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

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2147 **11.01 Events of Default.**

2148 All provisions of the Agreement and this Agreement to be performed by Contractor  
2149 are considered material. Each of the following shall constitute an event of default.

2150  
2151 **A. Fraud or Deceit.** If Contractor practices, or attempts to practice, any fraud or  
2152 deceit upon the Town.

2153  
2154 **B. Insolvency or Bankruptcy.** If Contractor becomes insolvent, unable, or  
2155 unwilling to pay its debts, or upon listing of an order for relief in favor of  
2156 Contractor in a bankruptcy proceeding.

2157  
2158 **C. Failure to Maintain Coverage.** If Contractor fails to provide or maintain in  
2159 full force and effect the Workers' Compensation, liability, or indemnification  
2160 coverage as required by this Agreement.

2161  
2162 **D. Violations of Regulation.** If Contractor violates any orders or filings of any  
2163 regulatory body having authority over Contractor relative to this Agreement,  
2164 provided that Contractor may contest any such orders or filings by appropriate  
2165 proceedings conducted in good faith, in which case no breach of this Agreement  
2166 shall be deemed to have occurred.

2167  
2168 **E. Failure to Perform.** If Contractor ceases to provide Collection, processing, or  
2169 Recycling services as required under this Agreement for a period of two (2)  
2170 consecutive days or more, for any reason within the control of Contractor,  
2171 including labor disputes.

2172  
2173 **F. Failure to Pay.** If Contractor fails to make any payments required under this  
2174 Agreement and/or refuses to provide the Town with required information,  
2175 reports, and/or records in a timely manner as provided for in the Agreement.

2176  
2177 **G. Acts or Omissions.** Any other act or omission by Contractor which violates  
2178 the terms, conditions, or requirements of this Agreement, the Act of 1989, as it  
2179 may be amended from time to time, or any law, statute, ordinance, order,  
2180 directive, rule, or regulation issued there under and which is not corrected or  
2181 remedied within the time set in the written notice of the violation or, if Contractor  
2182 cannot reasonably correct or remedy the breach within the time set forth in such  
2183 notice, if Contractor should fail to commence to correct or remedy such violation  
2184 within the time set forth in such notice and diligently effect such correction or  
2185 remedy thereafter.

2186  
2187 **H. False or Misleading Statements.** Any representation or disclosure made to  
2188 the Town by Contractor in connection with or as an inducement to entering into



2189 this Agreement, or any future amendment to this Agreement, which proves to be  
2190 false or misleading in any material respect as of the time such representation or  
2191 disclosure is made, whether or not any such representation or disclosure appears  
2192 as part of this Agreement.  
2193

2194 I. **Attachment.** There is a seizure of, attachment of, or levy on, the operating  
2195 equipment of Contractor, including without limits its equipment,  
2196 maintenance or office facilities, or any part thereof.  
2197

2198 J. **Suspension or Termination of Service.** There is any termination or  
2199 suspension of the transaction of business by Contractor related to this Agreement,  
2200 including without limit, due to labor unrest including strike, work stoppage or  
2201 slowdown, sick-out, picketing, or other concerted job action lasting more than  
2202 two (2) consecutive days.  
2203

2204 K. **Failure to Provide Assurance of Performance.** It Contractor fails to provide  
2205 reasonable assurances of performance as required under Section 11.06.  
2206

2207 Contractor shall be given ten (10) business days from written notification by the  
2208 Town to cure any default arising under subsections C, E, F, I, J and K provided,  
2209 however, that the Town shall not be obligated to provide Contractor with a notice  
2210 and cure opportunity if the Contractor has committed the same or similar breach  
2211 within a twenty-four (24) month period.  
2212

2213 **11.02 Right to Terminate Upon Default.**

2214 In the event that Contractor should default and subject to the right of the Contractor  
2215 to cure, in the performance of any provisions of this contract, and the default is not  
2216 cured for any default arising under Section 11.01 C, E, F, I, J or K, within ten (10)  
2217 days' notice if the public health or safety is threatened, or otherwise thirty (30) days  
2218 after receipt of written notice of default from the Town, then the Town may, at its  
2219 option, terminate this Agreement and/or hold a hearing at its next Town Council  
2220 meeting to determine whether this contract should be terminated. In the event the  
2221 Town decides to terminate this contract, the Town shall serve twenty (20) days'  
2222 written notice of its intention to terminate upon Contractor. In the event the Town  
2223 exercises its right to terminate this contract, the Town may, at its option, upon such  
2224 termination, either directly undertake performance of the services or arrange with  
2225 other Persons to perform the services with or without a written agreement. This  
2226 right of termination is in addition to any other rights of the Town upon a failure of  
2227 Contractor to perform its obligations under this Agreement.  
2228

2229 The Town's rights to terminate this Agreement and to take possession of Contractor's  
2230 Facility are not exclusive, and the Town's termination of this Agreement shall not  
2231 constitute an election of remedies. Instead, they shall be in addition to any and all  
2232 other legal and equitable rights and remedies which the Town may have. By virtue  
2233 of the nature of this Agreement, the urgency of timely continuous and high-quality

2234 service, the time required to effect alternative service, and the rights granted by the  
2235 Town to Contractor, the remedy of damages for a breach hereof by Contractor may  
2236 be inadequate and the Town may seek injunctive relief.  
2237

2238 **11.03 Liquidated Damages.**

2239  
2240 **A. General.** The Town finds, and Contractor agrees, that as of the time of the  
2241 execution of this Agreement, it is impractical, if not impossible, to reasonably  
2242 ascertain the extent of damages which shall be incurred by the Town as a result of  
2243 a breach by Contractor of its obligations under this Agreement. The factors  
2244 relating to the impracticability of ascertaining damages include, but are not  
2245 limited to, the fact that: (i) substantial damage results to members of the public  
2246 who are denied services or denied quality or reliable service; (ii) such breaches  
2247 cause inconvenience, anxiety, frustration, and deprivation of the benefits of the  
2248 Agreement to individual members of the general public for whose benefit this  
2249 Agreement exists, in subjective ways and in varying degrees of intensity which  
2250 are incapable of measurement in precise monetary terms; (iii) that Franchised  
2251 Services might be available at substantially lower costs than alternative services  
2252 and the monetary loss resulting from denial of services or denial of quality or  
2253 reliable services is impossible to calculate in precise monetary terms; and (iv) the  
2254 termination of this Agreement for such breaches, and other remedies are, at best,  
2255 a means of future correction and not remedies which make the public whole for  
2256 past breaches.  
2257

2258 **B. Service Performance Standards; Liquidated Damages for Failure to Meet**  
2259 **Standards.** The parties further acknowledge that consistent, reliable Solid Waste,  
2260 Recyclable Materials, and Yard Waste Collection is of utmost importance to the  
2261 Town and that the Town has considered and relied on Contractor's  
2262 representations as to its quality of service commitment in awarding the  
2263 Agreement to it. The parties further recognize that some quantified standards of  
2264 performance are necessary and appropriate to ensure consistent and reliable  
2265 service and performance. The parties further recognize that if Contractor fails to  
2266 achieve the performance standards, or fails to submit required documents in a  
2267 timely manner, the Service Area and its residents will suffer damages and that it  
2268 is and will be impractical and extremely difficult to ascertain and determine the  
2269 exact amount of damages which the Town will suffer. Therefore, without  
2270 prejudice to the Town's right to treat such non-performance as an event of default  
2271 under this Article 11, the parties agree that the following liquidated damage  
2272 amounts represent a reasonable estimate of the amount of such damages  
2273 considering all of the circumstances existing on the date of this Agreement,  
2274 including the relationship of the sums to the range of harm to the Town that  
2275 reasonably could be anticipated and the anticipation that proof of actual damages  
2276 would be costly or impractical. In placing their initials at the places provided,  
2277 each party specifically confirms the accuracy of the statements made above and  
2278 the fact that each party has had ample opportunity to consult with legal counsel

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and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor \_\_\_\_\_ Town \_\_\_\_\_  
Initial Here \_\_\_\_\_ Initial Here \_\_\_\_\_

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

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**1. Collection Reliability.**

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- a. For each failure to commence service to a new service recipient account within seven (7) days after order, which exceed five (5) such failures annually: \$150.00
- b. For each failure to Collect Solid Waste, Recyclable Materials, and Yard Waste, which has been properly set out for Collection, from an established service recipient account on the scheduled Collection day and not Collected within the period described in this Agreement which exceeds forty-five (45) such failures quarterly: \$150.00
- c. For each failure to Collect Solid Waste, Recyclable Materials, and Yard Waste, which has been properly set out for Collection, from the same service recipient on two (2) consecutive scheduled pickup days: \$150.00
- d. For each failure to perform and submit billing reviews: \$250.00

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**2. Collection Quality.**

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- a. For each occurrence of damage to private property which exceeds seven (7) such occurrences annually: \$250.00
- b. For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place cans upright with lids secured (in areas where service recipients own their containers, if applicable) which exceeds ten (10) such occurrences annually: \$150.00
- c. For each occurrence of excessive noise or discourteous behavior: \$250.00
- d. For each failure to clean up Solid Waste, Recyclable Materials, and Yard Waste spilled by Contractor from Containers which exceeds fifteen (15) such failures annually: \$150.00
- e. For each occurrence of Collecting Solid Waste, Recyclable Materials and Yard Waste during unauthorized hours which exceeds ten (10) such occurrences annually: \$250.00

2320

**3. Service Recipient Responsiveness.**

- 2321 a. For each failure to initially respond to a service recipient Complaint
- 2322 within one (1) business day: \$100.00
- 2323 b. For each failure to process service recipient Complaints to the Town
- 2324 as required by Article 5: \$500.00
- 2325

- 2326 **4. Timeliness of Submissions to Town/State Agencies.** Reports shall be
- 2327 considered late, after the seventh late day, until such time as a correct and
- 2328 complete report is received by the Town. For each calendar day a report is
- 2329 late, the daily liquidated damage amount shall be:
- 2330 a. Annual reports to the Town: \$100 per day
- 2331
- 2332 b. Required reports to State agencies per Section 8.03.C of this
- 2333 Agreement: \$100 per day
- 2334

2335 Liquidated damages will only be assessed after Contractor has been given the  
2336 opportunity but failed to rectify, in a timely manner, the breach as described in this  
2337 Agreement. The Town may determine the occurrence of events giving rise to  
2338 liquidated damages through the observation of its own employees or representative  
2339 or investigation of service recipient Complaints.

2340  
2341 Prior to assessing liquidated damages, the Town shall give Contractor notice of its  
2342 intention to do so. The notice will include a brief description of the incident(s)/non-  
2343 performance. Contractor may review (and make copies at its own expense) all  
2344 information in the possession of the Town relating to incident(s)/non-performance.  
2345 Contractor may, within ten (10) days after receiving the notice, request a meeting  
2346 with the Town. Contractor may present evidence in writing and through testimony  
2347 of its employees and others relevant to the incident(s)/non-performance. The Town  
2348 will provide Contractor with a written explanation of his or her determination on  
2349 each incident(s)/non-performance prior to authorizing the assessment of liquidated  
2350 damages. The decision of the Town shall be final.

2351  
2352 **C. Amount.** The Town may assess liquidated damages for each calendar day or  
2353 event, as appropriate, that Contractor is determined to be liable in accordance  
2354 with this Agreement.

2355  
2356 **D. Timing of Payment.** Contractor shall pay any liquidated damages assessed  
2357 by the Town within ten (10) days after they are assessed. If they are not paid  
2358 within the ten (10) day period, the Town may proceed against the performance  
2359 bond required by the Agreement or order the termination of the Agreement  
2360 granted by this Agreement, or both.

2361



2362 **11.04 Excuse from Performance.**

2363 The parties shall be excused from performing their respective obligations hereunder  
2364 in the event they are prevented from so performing by reason of floods, earthquakes,  
2365 other natural disasters, war, civil insurrection, terrorist attacks, riots, acts of any  
2366 government (including judicial action), and other similar catastrophic events which  
2367 are beyond the control of and not the fault of the party claiming excuse from  
2368 performance hereunder. Labor unrest, including, but not limited to, strike, work  
2369 stoppage or slowdown, sick-out, picketing, or other concerted job action conducted  
2370 by Contractor's employees or directed at Contractor is not an excuse from  
2371 performance and Contractor shall be obligated to continue to provide service  
2372 notwithstanding the occurrence of any or all of such events.  
2373

2374 The party claiming excuse from performance shall, within two (2) days after such  
2375 party has notice of such cause, give the other party notice of the facts constituting  
2376 such cause and asserting its claim to excuse under this Section 11.04.  
2377

2378 The interruption or discontinuance of Contractor's services caused by one or more of  
2379 the events excused shall not constitute a default by Contractor under this Agreement.  
2380 Notwithstanding the foregoing, however, if Contractor is excused from performing  
2381 its obligations to Collect; transfer, transport, process and Dispose of Solid Waste  
2382 hereunder for any of the causes listed in this Section for a period of ten (10) days or  
2383 more, the Town shall nevertheless have the right, in its sole discretion, to terminate  
2384 this Agreement by giving ten (10) days' notice, in which case the provisions relative  
2385 to taking possession of Contractor's land, equipment and other property and  
2386 engaging Contractor's personnel in Article 10 and this Article 11 will apply.  
2387

2388 **11.05 Notice, Hearing and Appeal of Town/ Breach.**

2389 Should Contractor contend that the Town is in breach of this Agreement, it shall file  
2390 with the Town Administrator a written request with the Town's Solid Waste  
2391 Committee for an administrative hearing. Said request shall be made within ninety  
2392 (90) days of the event or incident which allegedly gave rise to the breach. The Town  
2393 Administrator shall notify Contractor of the time and date said hearing shall be held  
2394 within thirty (30) days of receipt of Contractor's request. Contractor shall present its  
2395 position and all relevant facts first and then the Town Administrator shall make his  
2396 or her presentation. Contractor shall be notified of the Town's Solid Waste  
2397 Committee's ruling in writing within fourteen (14) days of the administrative  
2398 hearing.  
2399

2400 If Contractor is not in agreement with the ruling issued by the Committee at the  
2401 administrative hearing, it shall have the right to appeal this ruling to Town Council.  
2402 This appeal shall be made in writing to the Town Administrator no later than  
2403 fourteen (14) days after receipt of the administrative hearing ruling. The Town  
2404 Administrator shall notify Contractor of the time and date the Town Council will  
2405 review Contractor's allegation. Contractor shall present its position and all relevant  
2406 facts. Contractor shall be notified in writing within thirty (30) days of the Town

2407 Council's ruling. The Town Council's ruling shall be final, and Contractor shall have  
2408 no further rights of administrative appeal.  
2409

2410 **11.06 Assurance of Performance.**

2411 Each party may, at its option and in addition to all other remedies it may have,  
2412 demand from the other Party reasonable assurances of timely and proper  
2413 performance of this Agreement, in such form and substance as the Party may require.  
2414 If the other Party fails or refuses to provide satisfactory assurances of timely and  
2415 proper performance in the form and by the date required by the Party, such failure or  
2416 refusal shall be an event of default.  
2417

2418 **11.07 Damage to Property.**

2419 Contractor shall endeavor to resolve all claims as soon as reasonably practicable  
2420 following receipt thereof, made by Owners or occupants of property served by  
2421 Contractor, for damages to property including, but not limited to, Containers. In the  
2422 event such damage shall have been caused by the negligence or intentional acts of  
2423 Contractor, its officers, agents, or employees, Contractor shall promptly repair or  
2424 replace such damaged property. The provisions of this Section 11.07 shall not be  
2425 deemed a limitation upon any other provisions of this Agreement, or any rights or  
2426 remedies which may accrue to the Town by reason of Contractor's acts or omissions  
2427 to act hereunder.  
2428

2429 **11.08 Town Remedies Cumulative; Specific Performance.**

2430 The Town's rights to suspend or terminate this Agreement or to perform under  
2431 Article 10 are not mutually exclusive, and the Town's exercise of one such right shall  
2432 not constitute a selection of remedies. Instead, they shall be in addition to any and  
2433 all other legal and equitable rights and remedies which the Town may have.  
2434  
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ARTICLE 12  
OTHER AGREEMENTS OF THE PARTIES

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2440 **12.01 Relationship of Parties.**

2441 The Parties intend that Contractor shall perform the services required by this  
2442 Agreement as an independent Contractor engaged by the Town and neither as an  
2443 officer or employee of the Town nor as a partner of or joint venture with the Town.  
2444 No employee or agent or Contractor shall be or shall be deemed to be an employee or  
2445 agent of the Town. Except as expressly provided herein, Contractor shall have the  
2446 exclusive control over the manner and means of conducting the services performed  
2447 under this Agreement, and all Persons performing such services. Contractor shall be  
2448 solely responsible for the acts and omissions of its officers, employees, subcontractors  
2449 and agents. Neither Contractor nor its officers, employees, subcontractors and  
2450 agents shall obtain any rights to retirement benefits, workers' compensation benefits,  
2451 or any other benefits which accrue to the Town's employees by virtue of their  
2452 employment with the Town.  
2453

2454 **12.02 Compliance with Law.**

2455 In providing the services required under this Agreement, Contractor shall at all times  
2456 comply with all applicable laws (including but not limited to the "Environmental  
2457 Laws") of the United States, the State of California, the County of Butte, the Service  
2458 Area and with all applicable regulations promulgated by Federal, State, regional, or  
2459 local administrative and regulatory agencies, now in force and as they may be  
2460 enacted, issued, or amended during the Term, collectively, the "Laws"). In the event  
2461 of any conflict between this Agreement and Laws, the requirements of the Laws shall  
2462 govern, and Contractor shall not be in breach of this Agreement if Contractor  
2463 complies with the Laws in contravention of this Agreement, provided that nothing in  
2464 this Section 12.02 is intended to limit or enlarge Contractor's obligations or diminish  
2465 its right to satisfy its obligation to provide Solid Waste, Recyclable Materials, Yard  
2466 Waste Collection, Processing, and/or Disposal.  
2467

2468 **12.03 Governing Law.**

2469 This Agreement shall be governed by, and construed and enforced in accordance  
2470 with, the laws of the State of California.  
2471

2472 **12.04 Jurisdiction.**

2473 Any lawsuits between the parties arising out of this Agreement shall be brought and  
2474 concluded in the courts of the State of California, which shall have exclusive  
2475 jurisdiction over such lawsuits. With respect to venue, the parties agree that this  
2476 Agreement is made in and will be performed in Butte County, California.  
2477

2478 **12.05 Assignment by Contractor.**

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A. **General.** Contractor acknowledges that this Agreement involves rendering a vital service to the Town's residents and businesses, and that the Town has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations, and best management practices, and (2) Contractor's obligations to the Town under this Agreement. The Town has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

2490

2491

2492

B. **Assignments.** Contractor shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person.

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If Contractor requests the Town's consideration of and consent to an assignment, the Town may deny or approve such request using its sole discretion. No request by Contractor for consent to any assignment need be considered by the Town unless and until Contractor has met the following requirements:

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

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

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3. Contractor shall furnish the Town with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste, Recyclable Materials, and Yard Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any Federal, State or local agencies having jurisdiction over its Solid Waste, Recyclable Materials, and Yard Waste management operations due to any significant failure to comply with State, Federal or local Environmental Laws and that the assignee has provided the Town with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its

2517 operations in an environmentally safe and conscientious fashion; (iv) that  
2518 the proposed assignee conducts its Solid Waste, Recyclable Materials, and  
2519 Yard Waste management practices in accordance with sound Solid Waste,  
2520 Recyclable Materials, and Yard Waste management practices in full  
2521 compliance with all Federal, State and local laws regulating the Franchised  
2522 Services including Hazardous Substances; (v) that the proposed assignee  
2523 can meet the guaranty and performance bond requirements met by  
2524 Contractor; and , (vi) of any other information required by the Town to  
2525 ensure the proposed assignee can fulfill the terms of this Agreement in a  
2526 timely, safe and effective manner.

2527  
2528 Under no circumstances shall the Town be obligated to consider any proposed  
2529 assignment by Contractor.  
2530

2531 **C. Assignment Defined.** For the purpose of this Section 12.05.C, when used in  
2532 reference to Contractor, "assignment" shall include, but not be limited to (1) a  
2533 sale, exchange or other transfer of substantially all of Contractor's assets  
2534 dedicated to service under this Agreement to a third party; (ii) a sale, exchange or  
2535 other transfer of outstanding common stock of Contractor to a third party  
2536 regardless of whether said sale, exchange or transfer may result in a change of  
2537 control of Contractor; (iii) any dissolution, organization, consolidation, merger,  
2538 re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement,  
2539 escrow arrangement, liquidation or other transaction to which results in a change  
2540 of Ownership or control of Contractor; (iv) any assignment by operation of law,  
2541 including insolvency or bankruptcy, making assignment for the benefit of  
2542 creditors, writ of attachment for an execution being levied against this  
2543 Agreement, appointment of a receiver taking possession of Contractor's property,  
2544 or transfer occurring in the event of a probate proceeding; and (v) any  
2545 combination of the foregoing (whether or not in related or contemporaneous  
2546 transactions) which has the effect of any such transfer or change of Ownership, or  
2547 change of control of Contractor.  
2548

2549 **12.06 Binding on Assigns.**  
2550 The provisions of this Agreement shall inure to the benefit to and be binding on the  
2551 permitted assigns of the parties.  
2552

2553 **12.07 Affiliated Companies.**  
2554 Contractor shall maintain accounting records and financial statements on a basis  
2555 showing the results of Contractor's operations under this Agreement separately from  
2556 operations in other locations, as if Contractor were an independent entity providing  
2557 service only to the Town. For purposes of this Agreement, the costs and revenues  
2558 associated with providing service to the Town shall not be combined, consolidated or

2559 in any other way incorporated with those of other operations conducted by  
2560 Contractor in other locations, or with those of an Affiliate.

2561  
2562 If Contractor enters into any financial transactions with a Related Party Entity or  
2563 Affiliate for the provision of labor, equipment, supplies, services, capital, etc., related  
2564 to the furnishing of service under this Agreement, that relationship shall be disclosed  
2565 to the Town, and in the financial reports submitted to the Town. In such event, the  
2566 Town's rights to inspect records, and obtain financial data shall extend to such  
2567 Related Party Entity or entities.  
2568

2569 **12.08 Subcontracting.**

2570 Except for street sweeping activities, Contractor shall not engage any subcontractors  
2571 for Collection, Processing or Disposal of Solid Waste, Recyclable Materials, and Yard  
2572 Waste without the prior written consent of the Town.  
2573

2574 **12.09 Transition to Next Contractor.**

2575 If the transition of services to another Contractor occurs through expiration of term,  
2576 subsequent Contractor(s) to assist in an orderly transition which will include  
2577 Contractor providing route lists and billing information. Contractor will not be  
2578 obliged to sell Collection vehicles, bins and Containers to the next Contractor.  
2579 Depending on Contractor's circumstances at the point of transition, Contractor at its  
2580 option may enter into negotiations with the next Contractor to sell (in part or all)  
2581 Collection vehicles, bins and Containers.  
2582

2583 **12.10 Parties in Interest.**

2584 Nothing in this Agreement, whether express or implied, is intended to confer any  
2585 rights on any Persons other than the parties to it and their representatives, successors  
2586 and permitted assigns.  
2587

2588 **12.11 Waiver.**

2589 The waiver by either party of any breach or violation of any provisions of this  
2590 Agreement shall not be deemed to be a waiver of any breach or violation of any other  
2591 provision nor of any subsequent breach or violation of the same or any other  
2592 provision. The subsequent acceptance by either party of any monies which become  
2593 due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent  
2594 breach or violation by the other party of any provision of this Agreement.  
2595

2596 **12.12 Contractor's Investigation.**

2597 Contractor has made an independent investigation (satisfactory to it) of the  
2598 conditions and circumstances surrounding the Agreement and the work to be  
2599 performed by it.  
2600

2601 **12.13 Notice.**

2602 All notices, demands, requests, proposals, approvals, consents and other  
2603 communications which this Agreement requires, authorizes or contemplates shall be  
2604 in writing and shall either be personally delivered to a representative of the parties at  
2605 the address below or be deposited in the United States mail, first class postage  
2606 prepaid, addressed as follows:  
2607

2608 If to the Town:

2609 Town of Paradise  
2610 Town Hall  
2611 5555 Skyway  
2612 Paradise, CA 95969  
2613 Attn: Town Manager  
2614

2615  
2616 If to the Contractor: \_

2617 Northern Recycling & Waste Services  
2618 P.O Box 2529  
2619 Paradise, CA 95967  
2620 Attn: General Manager  
2621

2622  
2623 The address to which communications may be delivered may be changed from time  
2624 to time by a notice given in accordance with this Section 12.13.  
2625

2626 Notice shall be deemed given on the day it is personally delivered or, if mailed, three  
2627 days from the date it is deposited in the mail.  
2628

2629 **12.14 Representatives of the Parties.**

2630  
2631 **A. Representatives of the Town.** References in this Agreement to the "Town"  
2632 shall mean the Town Administrator and all actions to be taken by the Town shall  
2633 be taken by the Town Administrator who may delegate his/her authority in  
2634 writing to another Town employee, Contractor may rely upon actions taken by  
2635 such delegates if they are within the scope of the Town and properly delegated to  
2636 him/her.  
2637

2638 **B. Contractor Representatives.** Contractor shall, by the Effective Date, designate  
2639 in writing a responsible officer who shall serve as the representative of Contractor  
2640 in all matters related to the Agreement and shall inform The Town Administrator  
2641 in writing of such designation and of any limitations upon his or her authority to  
2642 bind Contractor. The Town Administrator may rely upon action taken by such  
2643 designated representative as actions of Contractor if they are within the scope of  
2644 the Contractor and properly delegated to him/her by Contractor.  
2645



2646 **12.15 Town Free to Negotiate with Third Parties.**

2647 The Town may investigate all options for the Collection and processing of Solid  
2648 Waste after the expiration of the Term. Without limiting the generality of the  
2649 foregoing, the Town may solicit proposals from Contractor and from third parties for  
2650 the provision of services, and any combination thereof, and may negotiate and  
2651 execute agreements for such services which will take effect upon the expiration or  
2652 earlier termination under Section 11.01 of this Agreement.  
2653

2654 **12.16 Compliance with the Town's Codes.**

2655 Contractor shall comply with those provisions of the ordinances and municipal codes  
2656 of the Town which are applicable, and with any and all amendments to such  
2657 applicable provisions during the term of this Agreement provided, however, that if a  
2658 change in any such municipal code materially affects Contractor's annual cost of  
2659 operations, the Contractor shall be entitled to an interim compensation adjustment as  
2660 provided for in Section 6.04. Moreover, no such change may revoke or override the  
2661 grant to Contractor of the exclusive franchise in Section 2.01 of this Agreement or  
2662 override the Contractor's designations of a Material Recovery Facility and Disposal  
2663 Site pursuant to this Agreement.  
2664

2665 **12.17 Privacy.**

2666 Contractor shall strictly observe and protect the rights of privacy of service  
2667 recipients. Information identifying individual service recipients or the composition  
2668 or contents of a service recipient's waste stream shall not be revealed to any Person,  
2669 governmental unit, private agency, or Contractor, unless upon the authority of a  
2670 court of law, by statute, or upon valid authorization of the service recipient. This  
2671 provision shall not be construed to preclude Contractor from preparing, participating  
2672 in, or assisting in the preparation of waste characterization studies or waste stream  
2673 analyses which may be required by AB 939.  
2674

2675 **12.18 Integrated Contract.**

2676 This Agreement represents the full and complete understanding of every kind or  
2677 nature whatsoever between the parties hereto, and all preliminary negotiations and  
2678 agreements of whatsoever kind or nature are merged herein. No verbal agreement or  
2679 implied covenant shall be held to vary the provisions hereof. Any modification of  
2680 this Agreement will be effective only by written agreement signed by both the Town  
2681 and Contractor.  
2682

2683 **12.19 Inserted Provisions.**

2684 Each provision and clause required by law to be inserted into the Agreement shall be  
2685 deemed to be enacted herein, and the Agreement shall be read and enforced as  
2686 though each were included herein. If through mistake or otherwise, any such  
2687 provision is not inserted or is not correctly inserted, the Agreement shall be amended  
2688 to make such insertion on application by either party.  
2689



2690 **12.20 Execution.**

2691 This Agreement shall be executed in duplicate original counterparts by the parties.  
2692 Irrespective of the date this Agreement is so executed, the Effective Date hereof shall  
2693 be, and is April 30, 2017.  
2694

2695 **12.21 Non-Discrimination.**

2696 Consistent with Town's policy that harassment and discrimination are unacceptable  
2697 employer-employee conduct, Contractor agrees that harassment or discrimination  
2698 directed toward a job applicant, a Town employee, or a citizen by Contractor or  
2699 Contractor's employee on the basis of race, religious creed, color, national origin,  
2700 ancestry, handicap, mental or physical disability, Acquired Immune Deficiency  
2701 Syndrome (AIDS), AIDS-Related Complex (ARC), cancer-related medical condition,  
2702 refusal of family care leave, marital status, denial of pregnancy disability leave,  
2703 veteran status, age, sex, sexual orientation or sexual preference will not be tolerated.  
2704 Contractor agrees that any and all violations of this provision shall constitute a  
2705 material breach of this Agreement.  
2706

2707 **12.22 Dispute Resolution.**

2708 Prior to initiation of litigation under this Agreement, the parties shall attempt to  
2709 resolve their disputes by means of mediation. If the parties cannot agree on a  
2710 mediator, the Superior Court of Butte County shall appoint a mediator. Each party  
2711 shall bear their costs and attorney fees arising out of the mediation and shall share  
2712 equally the cost of the mediator, provided, however, that if the matter is not resolved  
2713 by way of mediation, the prevailing party in any subsequent litigation shall be  
2714 entitled to collect their costs of mediation as an element of their costs of suit,  
2715 including reasonable attorney fees (incurred both in the mediation process as well as  
2716 the subsequent court proceedings).  
2717  
2718  
2719

**ARTICLE 13**  
**REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

Contractor represents and warrants as follows:

**13.01 Company Status.**

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

**13.02 Company Authorization.**

Contractor has the authority to enter into and perform its obligations under this Agreement. The Managers and Members of the Company have taken all actions required by law, its operating agreement, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.

**13.03 Agreement Will Not Cause Breach.**

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

**13.04 No Litigation.**

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

2760 **13.05 No Adverse Judicial Decisions.**

2761 To the best of Contractor's knowledge, after reasonable investigation, there is no  
2762 judicial decision that affects the validity of this Agreement and may subject this  
2763 Agreement to legal challenge.  
2764

2765 **13.06 Ability to Perform.**

2766 Contractor possesses the business, professional, and technical expertise to manage,  
2767 handle, treat, store and Dispose of the Solid Waste, and possesses the equipment,  
2768 plant, and employee resources required to perform this Agreement.  
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**ARTICLE 14**  
**MISCELLANEOUS PROVISIONS**

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**14.01 Entire Agreement.**

This Agreement, including the Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein.

**14.02 Section Headings.**

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

**14.03 References to Laws and Other Agreements.**

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes any and all agreements heretofore entered into by the parties.

**14.04 Interpretation.**

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

**14.05 Agreement.**

This Agreement may not be modified or amended in any respect except by a writing signed by the parties. Any conflict between the body of the Agreement and the Exhibits shall be resolved in favor of the Agreement.

**14.06 Severability.**

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

**14.07 Exhibits.**

Each of Exhibits identified as Exhibit "A" through "H" is attached hereto and incorporated herein and made a part hereof by this reference.

**14.08 Attorneys' Fees.**

The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

2813

2814 **14.09 Compilation of Information for State Law Purposes.**

2815 Contractor shall compile information on amounts of Solid Waste delivered to the  
2816 Facilities and other information, which the Town may reasonably request.  
2817

2818 **14.10 Definitions.**

2819 Capitalized terms used in this Agreement without definition have the meanings  
2820 specified in Exhibit A, unless the context clearly requires otherwise.  
2821

2822 **14.11 Counterparts.**

2823 This Agreement may be executed in counterparts, each of which shall be deemed to  
2824 be an original.  
2825  
2826

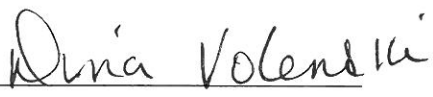
2827 IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement  
2828 (Effective May 1, 2017) as of the day set forth by their respective signature.  
2829

2830 Date: April 17, 2017

TOWN OF PARADISE

2831  
2832 ATTEST: April 17, 2017

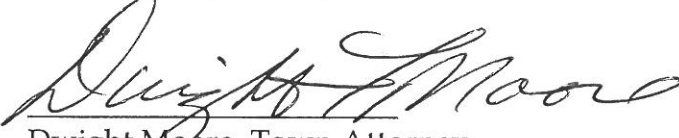
BY:   
Lauren Gill, Town Manager

2833  
2834   
2835  
2836 Dina Volenski, Town Clerk

2837  
2838 Date: \_\_\_\_\_

2840 APPROVED AS TO FORM:

Northern Recycling & Waste Services  
(Contractor)

2841  
2842   
2843  
2844  
2845 Dwight Moore, Town Attorney

BY: \_\_\_\_\_  
\_\_\_\_\_



# EXHIBITS

1		
2		
3		
4		
5	Definitions .....	Exhibit A
6	Town's Facilities/Special Events .....	Exhibit B
7	Contractor Public Education Plan.....	Exhibit C
8	Payments to Town.....	Exhibit D
9	Rate Adjustment Methodology .....	Exhibit E
10	Solid Waste Collection Rate Schedule .....	Exhibit F
11	Notary Certification .....	Exhibit G
12	Street Sweeping Program.....	Exhibit H
13		

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**EXHIBIT A**

**Definitions**

1 **Exhibit A**  
2 **DEFINITIONS**

3  
4 This Agreement will be construed in accordance with the following definitions.

5 **Act**

6 "Act" means the Act of 1989 (AB939) Public Resources Code, Section 40000 et seq., as it  
7 may be amended from time to time.

8 **Affiliate**

9 "Affiliate" means all businesses (including corporations, limited and general partnerships  
10 and sole proprietorships) which are directly or indirectly related to Contractor by virtue of  
11 direct or indirect ownership interest or common management shall be deemed to be  
12 "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An  
13 Affiliate shall include a business in which Contractor owns a direct or indirect ownership  
14 interest, a business which has a direct or indirect ownership interest in Contractor and/or  
15 a business which is also owned, controlled or managed by any business or individual  
16 which has a direct or indirect ownership interest in Contractor. For purposes of  
17 determining whether an indirect ownership interest exists, the constructive ownership  
18 provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date  
19 of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be  
20 substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C)  
21 thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining  
22 ownership under this paragraph and constructive or indirect ownership under Section  
23 318(a), ownership interest of less than ten percent (10%) shall be disregarded and  
24 percentage interests shall be determined on the basis of the percentage of voting interest or  
25 value which the ownership interest represents, whichever is greater.

26 **Agreement**

27 "Agreement" means this Agreement, including any amendments, between the Town and  
28 Contractor.

29 **Billings**

30 "Billings" means any and all statements of charges for services rendered, howsoever  
31 made, described or designated by Contractor, or made by others for Town or Contractor,  
32 to Owners or occupants of property, including Residential Property and commercial,  
33 industrial and institutional Property, served by Contractor for the Collection of Solid  
34 Waste, Recyclable Materials, and Yard Waste.

35 **Collect/Collection**

36 "Collect" or "Collection" means to take physical possession, transport, and remove Solid  
37 Waste, Recyclable Materials, and Yard Waste within and from the Service Area.

1 **Commencement Date**

2 "Commencement Date" means the date specified when Collection, Processing, and  
3 Disposal services required by this Agreement shall be provided.

4 **Commercial, Industrial and Institutional Service Recipient**

5 "Commercial, Industrial and Institutional Service Recipient" means Waste Generators  
6 whose business activity includes but is not limited to retail sales, services, wholesale sales,  
7 research and development, government, non-profit, hospital, manufacturing and  
8 industrial operations, but excluding businesses conducted upon Residential Property  
9 which are permitted under applicable zoning regulations and are not the primary use of  
10 the property.

11 **Complaint**

12 "Complaint" means the written statement (prepared by the Town Administrator, if based  
13 on oral statements made by members of the public or Owners or occupants of property)  
14 made by members of the public, Owners or occupants of properties served by Contractor,  
15 or officers, employees or agents of the Town alleging non-performance or deficiencies in  
16 performance of Contractor's duties and obligations under this Agreement, or otherwise  
17 alleging a violation by Contractor of the provisions of this Agreement.

18 **Composting (Compost)**

19 "Composting" means a controlled biological decomposition of organic materials yielding a  
20 safe and nuisance free compost product.

21 **Construction and Demolition Debris**

22 "Construction and Demolition Debris" means used or discarded construction materials  
23 generated during the construction or demolition or renovation of a structure.

24 **Containers**

25 "Containers" means any and all types of Solid Waste, Recyclable Materials, and Yard  
26 Waste receptacles including but not limited to metal or plastic cans, carts, bins, tubs,  
27 bins/dumpsters, roll-off boxes, or debris boxes.

28 **Contractor**

29 "Contractor" means Northern Recycling & Waste Services, a limited liability company  
30 organized and operating under the laws of the State of California and its managers,  
31 members, directors, employees, agents, companies and subcontractors. The members of  
32 the limited liability company are: Recovery Products & Services, Inc., a California  
33 corporation, Garbarino Northern Recycling & Waste Services, LLC, Pestoni Paradise  
34 City, LLC and Garaventa Enterprises, Inc., a California corporation.

35 **Contractor Compensation**

36 "Contractor Compensation" means the revenue received by the Contractor from Billings  
37 for providing services in accordance with this Agreement.

38

1 **Contractor's Proposal**

2 "Contractor's Proposal" means the proposal submitted by the Contractor and received on  
3 April 7, 2006 by the Town in response to the Town's February 2006 Request for Proposals  
4 for the Solid Waste, Recyclable Material, and Yard Waste Collection, Processing and  
5 Disposal Services and certain supplemental written materials, which are included as  
6 Exhibit H to this Agreement and are incorporated by reference.

7 **Curbside**

8 "Curbside" means the location of a Container for pick-up, not more than fifteen (15) feet  
9 from the street curb. Where no street curb exists, the location shall be within five (5) feet  
10 from the outside edge of the street nearest the property's entrance.

11 **Demolition Debris**

12 "Demolition Debris" means used or discarded construction materials generated during the  
13 razing or renovation of a structure.

14 **Designated Waste**

15 "Designated Waste" means non-hazardous waste which may pose special disposal  
16 problems because of its potential to contaminate the environment and which may be  
17 disposed of only in Class II disposal sites, or Class III disposal sites pursuant to a variance  
18 issued by the California Department of Health Services. Designated Waste consists of those  
19 substances classified as designated waste by the State of California, in 23 California Code  
20 of Regulations Section 2522.

21 **Dispose/Disposal**

22 "Dispose" or "Disposal" means the ultimate disposition of Solid Waste collected by  
23 Contractor at a Disposal Site in Full Regulatory Compliance.

24 **Disposal Site(s)**

25 "Disposal Site(s)" means the Solid Waste facility or facilities utilized for the ultimate  
26 landfill Disposal of Solid Waste Collected by Contractor. The Neal Road Landfill owned  
27 by the County of Butte, shall be the initial designated Disposal Site of Contractor as of the  
28 effective date of this Agreement.

29 **Effective Date**

30 "Effective Date" means the date on which the latter of the two Parties signs the Agreement  
31 and the date on which Contractor may begin to take actions and incur costs in preparation  
32 to provide Collection, Processing, and Disposal services required by this Agreement.

33 **Electronic Waste**

34 "Electronic Waste" (E-Waste) means discarded electronic equipment such as, but not  
35 limited to, television sets, computer monitors, central processing units (CPU's), laptop  
36 computers, external computer hard drives, computer keyboards, computer mice, computer  
37 printers, DVD and VCR players.

1 **Environmental Laws**

2 "Environmental Laws" means all federal and state statutes, County, local and Town  
3 ordinances concerning public health, safety and the environment including, by way of  
4 example and not limitation, the Act, the Comprehensive Environmental Response,  
5 Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation  
6 and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.;  
7 the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and  
8 Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California  
9 Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act,  
10 California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality  
11 Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic  
12 Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force  
13 or as hereafter amended, and all rules and regulations promulgated there under.

14 **Extra Services**

15 "Extra Services" means services provided by Contractor beyond the standard subscribed  
16 services to customers.

17 **Facility/Facilities**

18 "Facility/Facilities" means any plant or site, owned or leased and maintained, operated or  
19 used by Contractor or the Town for purposes of performing Contractor's obligations  
20 under this Agreement.

21 **Fiscal Year**

22 "Fiscal Year" means the same as calendar year (January 1 through December 31).

23 **Franchise**

24 "Franchise" means the special right granted by the Town for the Collection of Solid Waste,  
25 Recyclable Materials, and Yard Waste within the Service Area, the transportation of such  
26 material to appropriate places of processing, Recycling, Composting and/or Disposal, and  
27 the Processing of Recyclable Materials.

28 **Franchise Fee**

29 "Franchise Fee" means the fee paid by Contractor to the Town as rental for the use of  
30 Town streets.

31 **Franchised Services**

32 "Franchised Services" means the Collection of Solid Waste, Recyclable Materials and Yard  
33 Waste within the Service Area, the transportation of such material to appropriate places of  
34 processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable  
35 Materials and Yard Waste.



1

2 **Full Regulatory Compliance**

3 "Full Regulatory Compliance" means compliance with all applicable permits for a Facility  
4 such that the Contractor will at all time maintain the ability to fully comply with its  
5 obligations under this Agreement.

6 **Garbage**

7 "Garbage" means putrescible animal, fish, food, fowl, fruit or vegetable matter, or any  
8 form thereof, resulting from the preparation, storage, handling, or consumption of such  
9 substances.

10 **Generator**

11 "Generator" means any person as defined by the Public Resources Code, whose act or  
12 process produced Solid Waste, Recyclable Materials, or Yard Waste as defined in the  
13 Public Resources Code, or whose act first causes Solid Waste to become subject to  
14 regulation.

15 **Gross Revenues**

16 "Gross Revenues" means any and all revenue or compensation in any form to Contractor  
17 or other Affiliates of Contractor, for services performed pursuant to this Agreement,  
18 determined in accordance with Generally Accepted Accounting Principles, including, but  
19 not limited to, service recipient fees for Collection of Solid Waste, Recyclable Materials and  
20 Yard Waste within the Service Area, the transportation of such material to appropriate  
21 places of processing, Recycling, Composting, and/or Disposal and the Processing of  
22 Recyclable Materials and Yard Waste without subtracting Franchise Fees or any other cost  
23 of doing business.

24 **Gross Revenues Collected**

25 "Gross Revenues Collected" shall mean cash receipts collected by the Contractor for the  
26 Collection of Solid Waste, Recyclable Materials, and Yard Waste within the Service Area,  
27 the transportation of such material to appropriate places of processing, Recycling,  
28 Composting and/or Disposal, and the Processing of Recyclable Materials, without  
29 subtracting Franchise Fees or any other cost of doing business, except for any Town  
30 surcharges.

31 **Hazardous Substance**

32 "Hazardous Substance" shall mean any of the following: (a) any substances defined,  
33 regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous  
34 materials", "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or  
35 similarly identified as hazardous to human health or the environment, in or pursuant to (i)  
36 the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42  
37 USC §9601 et seq.(CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC  
38 §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv)  
39 the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-  
40 25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii)

1 California Water Code §13050; (b) any amendments, rules or regulations promulgated  
2 there under to such enumerated statutes or acts currently existing or hereafter enacted;  
3 and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant  
4 identified as hazardous or toxic or regulated under any other applicable federal, state or  
5 local Environmental Laws currently existing or hereinafter enacted, including, without  
6 limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas  
7 and synthetic fuel products, and by-products.

#### 8 **Hazardous Waste**

9 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous  
10 Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code  
11 §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such  
12 statutes or identified and listed as Hazardous Waste by the US Environmental Protection  
13 (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et  
14 seq.), all future amendments thereto, and all rules and regulations promulgated there  
15 under.

#### 16 **Household Hazardous Waste**

17 "Household Hazardous Waste" means Hazardous Waste generated at Residential  
18 Premises within the Service Area.

#### 19 **Materials Recovery Facility (MRF)**

20 "Materials Recovery Facility" means a permitted Facility where Solid Waste, Recyclable  
21 Materials, or Yard Waste are sorted or separated for the purposes recovering reusable or  
22 Recyclable Materials.

#### 23 **Missed Pick-up**

24 "Missed Pick-up" means failure of Contractor to pick up Solid Waste, Recyclable  
25 Materials, and/or Yard Waste that has been set out by the customer at the time, at the  
26 weight, in the volume, in the proper container, with the lawful contents in accordance with  
27 this Agreement, and at the prescribed level of service, as mutually agreed upon by the  
28 customer and Contractor.

#### 29 **Multi-Family Residential Complex**

30 "Multi-Family Residential Complex" means any residential Premises, other than a Single  
31 Family Dwelling, used for residential purposes. Such Premises normally have centralized  
32 Solid Waste and Recyclable Materials Collection service for all units in the building and  
33 are billed as one address.

#### 34 **Occupant**

35 "Occupant" means the Person who occupies a Premises.

#### 36 **Other Fees**

37 "Other Fees" means fees paid by the Contractor at the direction of the Town, including but  
38 not limited to, a Vehicle Impact Fee.

1 **Owner (Ownership)**

2 "Owner" means the Person holding the legal title to the real property constituting the  
3 Premises to which Solid Waste, Recyclable Materials and Yard Waste Collection service is  
4 to be provided under this Agreement.

5 **Party (Parties)**

6 "Party" refers to the Town and Contractor, individually or together (Parties).

7 **Pass-Through Costs**

8 "Pass-Through Costs" means a cost to which no element of overhead, administrative  
9 expense, profit, or other cost is added nor with respect to which any other amount is  
10 credited, such that the specific amount of such cost is included without modification in the  
11 calculations or reports to which such costs pertain.

12 **Person**

13 "Person" means any individual, firm, association, organization, partnership, corporation,  
14 business trust, joint venture, the United States, the State of California, the County of Butte,  
15 towns, cities, or special purpose districts.

16 **Premises**

17 "Premises" means any land, or building in Service Area where Solid Waste, Recyclable  
18 Materials or Yard Waste is generated or accumulated.

19 **Processing**

20 "Processing" means to prepare, treat, or convert through some special method.

21 **Processing Facility (site)**

22 "Processing Facility" means a permitted Facility where Yard Waste or Recyclable  
23 Materials are processed for reuse, recycling, composting, mulching, transformation or  
24 purpose other than Disposal.

25 **Rates**

26 "Rates" means the unit to be charged customers by Contractor for providing the Collection  
27 of Solid Waste, Recyclable Materials, and Yard Waste within the Service Area, the  
28 transportation of such material to appropriate places of processing, Recycling, Composting  
29 and/or Disposal, and the Processing of Recyclable Materials. Rates may be adjusted time  
30 to time in accordance to this Agreement.

31 **Rate Year**

32 "Rate Year" means the twelve month period, commencing January 1, of one year and  
33 concluding December 31 of the same year, for which Contractor compensation is  
34 calculated.

1 **Recyclable Materials**

2 "Recyclable Materials" means discarded materials that are re-used, remanufactured or  
3 processed. Materials shall include, but not be limited to: Metal Items - Aluminum cans,  
4 tin & steel cans, clean aluminum foil, empty aerosol cans, small scrap metal items, pots,  
5 pans & utensils, loose lids from jars,; Plastic Bottles - narrow neck (#1-#7), CRV containers,  
6 all colors - lids/caps removed, rinsed and empty; Glass - all beverage & food containers,  
7 all colors - lids / caps removed, rinsed and empty; and Mixed Paper - newspaper,  
8 magazines, catalogs & gloss paper, brown paper bags, paper packaging, egg cartons, milk  
9 and juice cartons, carbonless paper, office paper (all colors), phone books & soft cover  
10 books, envelopes, junk mail, shredded paper in clear bags, box board and cardboard.

11 **Recycling**

12 "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting  
13 discarded materials which meet the quality standards necessary to be re-used,  
14 remanufactured or processed. The Collection, transportation or Disposal of Solid Waste  
15 not intended for, or capable of, reuse is not Recycling.

16 **Related Party Entity**

17 "Related Party Entity" means any Affiliate which has financial transactions with  
18 Contractor pertaining to this Agreement.

19 **Residential**

20 "Residential" shall mean of, from, or pertaining to a Single-Family or Multi-Family  
21 Dwellings and Premises including single-family homes, apartments, condominiums,  
22 townhouse complexes, mobile home parks, cooperative apartments, and yacht harbors  
23 and marinas where residents live aboard boats.

24 **Residential Property**

25 "Residential Property" means property used for residential purposes.

26 **Rubbish**

27 "Rubbish" means all waste wood, wood products, printed materials, paper, paste board,  
28 rags, straw, used and discarded clothing, packaging materials, ashes, floor sweepings,  
29 glass and other materials not included in the definition of Garbage, Hazardous Substance,  
30 Yard Waste or Recyclable Materials, and such materials defined as "rubbish" by applicable  
31 local ordinances in existence as of the Effective Date of this Agreement.

32 **Service Area**

33 "Service Area" means that territory within the Town of Paradise with respect to which the  
34 Town exercises franchising authority for the Collection of Solid Waste, Recyclable  
35 Materials and Yard, the transportation of such material to appropriate places of  
36 processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable  
37 Materials and Yard Waste which territory is shown on a map on file in the office of the  
38 Town Administrator, to which reference is hereby made for the description of said area.

1    **Service Suspension**

2    “Service Suspension” means an option for a residential customer to elect to stop service for  
3    an extended period of time due to Premises being vacant. Absent period must be greater  
4    than four (4) weeks and may only occur two times per year.

5    **Single Family Dwellings**

6    “Single Family Dwellings” means each Premises used for or designated as a single family  
7    residential dwelling, including each unit of a duplex, triplex or townhouse condominium  
8    in all cases in which there is separate or individual Solid Waste, Recyclable Materials, and  
9    Yard Waste Collection are provided separately to each dwelling unit.

10   **Solid Waste**

11   “Solid Waste” means all putrescible and non-putrescible solid, semisolid, and liquid  
12   wastes, as defined in California Public Resources Code §40191, as that section may be  
13   amended from time to time. For the purposes of this Agreement, “Solid Waste” does not  
14   include abandoned vehicles and parts thereof, Hazardous Waste or low-level radioactive  
15   waste, medical waste, Recyclable Materials, or Yard Waste.

16   **Solid Waste Committee**

17   “Solid Waste Committee” means two Town council members and the Town Manager or his/her  
18   designee.

19   **Source Separate**

20   “Source Separate” means to have the generator segregate from Solid Waste material which  
21   otherwise would become Solid Waste, such as Recyclable Materials or Yard Waste, for the  
22   sole purpose of reuse, Recycling, or composting, to be collected by Contractor or others.

23   **Term**

24   “Term” means the time period of this Agreement.

25   **Town**

26   “Town” means the Town of Paradise a municipal corporation of the State of California,  
27   and all the territory lying within the municipal boundaries of the Town as presently  
28   existing or as such boundaries may be modified, named a party to this Agreement.

29   **Town Administrator**

30   “Town Administrator” means the Town Manager or his or her designee.

31   **Transfer Station**

32   “Transfer Station” means a Facility primarily used for the purpose of transferring Solid  
33   Waste from collection vehicles to transfer vehicles (but which may include recovery  
34   attributes) to more efficiently transport said Solid Waste to its ultimate Disposal Site.

1    **Universal Waste**

2    “Universal Waste” means Universal Waste as defined in California Code of Regulations  
3    Title 22, Division 4.5, Ch 11, Article 1, §66261.9. Included in the definition are, but are not  
4    limited to, common household batteries, fluorescent tubes and bulbs and other mercury-  
5    containing lamps, thermostats, electronic devises, electrical switches and relays, pilot light  
6    sensors, mercury gauges, mercury-added novelties, mercury thermostats and non-empty  
7    aerosol cans that contained hazardous materials.

8

9    **Waste Generator**

10   “Waste Generator” means any Person, whose act or process produced Solid Waste, or  
11   whose act first causes Solid Waste to become subject to regulation.

12   **Yard Waste**

13   “Yard Waste” means a subset of organic Recyclable Materials consisting of grass cuttings,  
14   weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not  
15   more than six (6) inches in diameter) and four (4) feet in length, and similar materials  
16   generated at Premises within the Service Area, separated and set out for Collection,  
17   processing, and Recycling. Yard Waste does not include materials not normally produced  
18   from farms, gardens or landscapes, such as, but not limited to, brick, rock, gravel, large  
19   quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood or  
20   wood products. Diseased plants and trees are also excluded from Yard Waste.

21



**EXHIBIT B**

**Town Facilities /  
Special Events**

## Exhibit B

### TOWN FACILITIES / SPECIAL EVENTS

Town of Paradise Facilities/Locations and Service Levels		
Facility	Location	Service Level
Fire Station No. 81 & Police Station	767 Birch Street / 5595 Black Olive Dr	3-yd Container, Recycling and Yard Waste Carts
Fire Station No. 82	5545 South Libby Road	2-yd Container, Recycling and Yard Waste Carts
Fire Station No. 83	1250 Wagstaff Road; or at CDF facility - Forest Service Road	2-yd Container, Recycling and Yard Waste Carts
Town Hall	5555 Skyway	Trash, Recycling, & Yard Waste Carts, & 2-yd Cardboard bin
Paradise Animal Shelter & Town Public Works Yard	925 American Way	2-yd Container, Recycling and Yard Waste Cards
Paradise Community Park	NE corner of Black Olive Drive & Pearson Road intersection	Roll Carts and/or Fixed Small Containers
Paradise Memorial Trailway	Locations (3 or 4) along trailway (near public road intersections)	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Town Hall building	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Terry Ashe Recreation Center, 6626 Skyway	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Les Schwab Tire Store	Roll Carts and/or Fixed Small Containers
Bus Stop	Clark Road in front of Paradise Plaza shopping center	Roll Carts and/or Fixed Small Containers
Bus Stop	Butte Community Bank near Clark Road & Wagstaff Road intersection	Roll Carts and/or Fixed Small Containers

### Special Events

Johnny Appleseed Days  
 Gold Nugget Days  
 Chocolate Festival  
 4th of July

**EXHIBIT C**

**Contractor Public Education Plan**

# Public Education Plan

## Public Education Programs

Northern Recycling will educate the public on our comprehensive services, as well as provide information about increased recycling options and resources. This public education will be accomplished through direct contact with customers, effective marketing and PR materials, advertising in the local media, involvement in community events, and diverse recycling activities. Northern Recycling will offer expanded recycling programs -from curbside single-stream collection to increased source-separated debris box options.

Northern Recycling's public education will include:

- Informational brochure and other outreach materials
- Expanded, single-stream recycling educational information and outreach
- Quarterly Northern Recycling newsletter
- Outreach to residential customers through mailings, advertising, and community events
- Direct outreach to all commercial and multi-family accounts
- Recycling educational programs and tours
- Yard waste education and composting classes
- Hazardous waste/ universal waste recycling management plan
- Information about the expanded source-separated debris box collection
- School presentations and tours

The combination of these methods will dramatically increase diversion in Paradise/ Butte County, as well as provide comprehensive information about all of Northern Recycling's services. We fully expect that curbside recycling collection, expanded business outreach and recycling, yard waste collection, and increased source-separated debris box service will push diversion rates past 50 percent.

Northern Recycling will use a variety of public outreach methods to assure that all residents and businesses receive *all* the information about the service change and new recycling options.

Northern Recycling will begin advertising, attending community events, distributing literature, and mailing service information immediately after the awarding of the service contract. This comprehensive public education program will continue through the entire transition process.

Public education materials distributed will include:

- Quarterly newsletter
- Direct mailings

- Brochures
- Billing inserts
- Recycling posters
- Recycling stickers
- Community mailing advertisements
- Newspaper advertisements
- movie theater advertisements
- Radio advertisements
- Presentations
- informational booths at community events

## **Presentations**

Northern Recycling will conduct recycling outreach and public education presentations at various community events, schools, businesses, and more. Northern Recycling will build on already established presentation plans and experience, and conduct fruitful outreach to the Paradise/Butte County community. Northern Recycling will work with the Town and County to identify community groups and will contact the community groups directly to schedule presentations. Service information and recycling outreach will be given at the presentations, questions will be fielded, and various informational brochures and handouts will be distributed. Northern Recycling will continue to contact groups and businesses regarding presentations, as well as granting any presentation requests from the public. Additionally, Northern Recycling will work with schools and teachers to conduct recycling education and tours with student groups. Informational materials will be continuously created and updated in order to provide the most effective information to the public.

## **Participation at Town/County Events**

Northern Recycling will provide informational materials and face-to-face education and support at the Fourth of July Street Fair, Johnny Appleseed Days, and ongoing community events.

Northern Recycling will work with the Town and County to provide public outreach and MSW. Recycling, and yard waste collection services and Town and County public events. Additionally, Northern Recycling will have a comprehensive special event-recycling program that provides waste and recycling consulting and MSW, recycling, and yard waste services to all special events, fairs, and festivals. Northern Recycling will work with event producers, vendors, and the general public to divert a significant amount of special event waste and educate the public on waste reuse, reduction, and recycling. This will include a pilot program for food waste collection at certain, qualifying events.

Northern Recycling will also organize several community events, including a free electronic waste drop-off event, a household hazardous waste collection event, a bulky item collection event, and a yard waste collection and composting event. All

events will be advertised through the quarterly newsletter, billing inserts, and other advertising mediums. Northern Recycling will work together with the Town and County to organize successful events and to promote the year-round drop off options at the hazardous waste facility. Northern Recycling will provide service and support for additional community cleanup events throughout the year.

## **Recycling Outreach and Waste Audits**

Northern Recycling will conduct recycling outreach in order to increase recycling rates, decrease contamination, and educate the public on all facets of the recycling program. This will include information about our collection services, as well as expanded information about reduction, reuse, and recycling options. Outreach materials will be designed and distributed to residents, multi-family accounts, and commercial businesses.

Northern Recycling will conduct site visits of commercial businesses which will include service level recommendations and tips on increased recycling. Businesses will always be encouraged to increase recycling as a money saving initiative. Northern Recycling will provide personalized service in order to maximize recycling rates at these businesses. Northern Recycling will continue to visit at least 20 percent of the commercial and multi-family accounts annually and conduct waste audits.

Northern Recycling will also conduct on-site assessments and trainings for any business upon request. This service will be announced through billing inserts, the newsletter, and other outreach. Northern Recycling will partner with the Paradise Ridge Chamber of Commerce and other business groups to connect with all area businesses.

Additionally, Northern Recycling will education the public and businesses about the recycling and cost saving benefits of source-separated debris boxes. This information will be distributed through the quarterly newsletter, billing inserts, brochures, and other outreach



**EXHIBIT D**

**Payments to Town**

**EXHIBIT D**

**PAYMENTS BY CONTRATOR**

1. Franchise Fees

Contractor shall pay a monthly Franchise Fee using the following %'s:

Town of Paradise	7%
------------------	----

**EXHIBIT E**

**Rate Adjustment  
Methodology**

## Exhibit E

### RATE ADJUSTMENT METHODOLOGY

#### General

The Solid Waste Collection Rate Schedule set forth in Section 6.02 shall be adjusted as of January 1, 2018 and annually thereafter to reflect changes in the California Statewide, Consumer Price Index, All Items, for all Urban Consumers West Urban Area, compiled and published by the United States Department of Labor, Bureau of Labor Statistics.

The annual adjustment to the rates will be based on 100-percent of the percentage change in the CPI for July of the current year as compared to July of the prior year (the Rate Adjustment Factor), applied to the then current rates, net of any surcharges or other expenses not related to the Contractor's final negotiated revenue requirement. In addition, this adjustment shall not apply to Solid Waste Disposal fees (Landfill Tip Fees) which are not regulated by the Contractor or Affiliate of the Contractor but shall apply to any such fees which are regulated by the Contractor or Affiliate of the Contractor. Any Landfill Tip Fees that are not regulated by the Contractor or Affiliate of the Contractor shall be adjusted in proportion to any changes in said fees, if and when such changes occur. No other adjustment to this portion of the rates will occur.

Figure 1 documents that portion of the Residential, Commercial and Debris Box Collection Revenue requirements that shall be subject to a proportional adjustment (Proportionally Adjusted Revenue Requirements) and that portion which shall be subject to the CPI adjustment (CPI Adjusted Revenue Requirements).

Figure 2 provides an example of the CPI 100% Rate Adjustment Factor calculation. Figure 3 provides an example calculation of the Overall Rate Adjustment Factor for the Residential and Commercial Solid Waste Collection rates using the CPI 100% Rate Adjustment Factor calculated in Figure 2 and illustrates how this Overall Rate Adjustment Factor would be applied to the existing rates to generate the new adjusted rates. Figure 4 provides a similar example calculation for the Debris Box rates.

The "Revenue Requirements" and "Percent of Total Expenses" used to calculate the Overall Rate Adjustment Factor for the Residential, Commercial and Debris Box Collection rates shall be adjusted on an annual basis in proportion to the Overall Rate Adjustment Factor as shown in Figures 2 and 3. These adjusted Revenue Requirements and Percent of Total Expenses will form the basis for calculating the rate adjustment for the following year.

#### Request for Rate Adjustment Requirements

In submitting its Request for Rate Adjustment for the Solid Waste Collection Rate Schedule the Contractor is required to provide the following information no later than September 15 of the current year:

- Documentation of the CPI for the period ending July of the current year and beginning July of the prior year.
- The CPI 100% Rate Adjustment Factor calculation consistent with the example shown in Figure 2.
- The calculation used to determine the Overall Rate Adjustment Factor consistent with the examples in Figures 3 and 4.
- Copies of the current Residential, Commercial and Debris Box Collection Rate Schedule.

**Figure 1**  
**RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION REVENUE REQUIREMENTS**

	Proposal Form	Solid Waste Disposal Fees	Total Proportionally Adjusted Revenue Requirement	All Other Fees	Total CPI Adjustment Revenue Requirement	Total Revenue Requirement
Residential Solid Waste Collection	5 Rev_Req	\$ 237,000	\$ 237,000	\$ 1,020,692	\$ 1,020,692	\$ 1,257,692
Residential Recycling Collection	5 Rev_Req		-	535,084	535,084	\$ 535,084
Residential Yard Waste Collection	5 Rev_Req		-	909,193	909,193	\$ 909,193
Commercial Solid Waste Collection	5 Rev_Req	124,800	124,800	380,233	380,233	\$ 505,033
Commercial Recycling Collection	5 Rev_Req		-	158,179	158,179	\$ 158,179
		<u>\$ 361,800</u>	<u>\$ 361,800</u>	<u>\$ 3,003,381</u>	<u>\$ 3,003,381</u>	<u>\$ 3,365,181</u>
	% of Total Revenue Requirement		10.8%		89.2%	100.0%

**DEBRIS BOX REVENUE REQUIREMENT**

	Proposal Form	Solid Waste Disposal Fees	Total Proportionally Adjusted Revenue Requirement	All Other Fees	Total CPI Adjustment Revenue Requirement	Total Revenue Requirement
Debris Box Solid Waste	5 Rev_Req	\$ 92,700	\$ 92,700	\$ 255,695	\$ 255,695	\$ 348,395
Construction/ Demolition Debris Recovery Program	5 Rev_Req	-	-	-	-	-
		<u>\$ 92,700</u>	<u>\$ 92,700</u>	<u>\$ 255,695</u>	<u>\$ 255,695</u>	<u>\$ 348,395</u>
	% of Total Revenue Requirement		26.6%		73.4%	100.0%

**Figure 2**  
**EXAMPLE RATE ADJUSTMENT CALCULATION**

**Index Point Change**

Current Year CPI (1)	188.4
Minus Prior Year CPI (2)	<u>- 182.4</u>
Equals Index Point Change	6.0

**Percent Change**

Index Point Change	6.0
Divided by Prior Year CPI	6.0 / 182.4
Equals	= 0.033
Multiplied by 100%	0.033 x 1.00
Equals "RATE ADJUSTMENT FACTOR"	= 0.033

**Rate Adjustment**

Current Monthly Rate	\$15.00
Times (1 + RATE ADJUSTMENT FACTOR)	\$15.00 x (1 + 0.033)
Equals New Rate	= \$15. 49

- (1) CPI for July of the current year
- (2) CPI for July of prior year



**Figure 3**  
**EXAMPLE RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION RATE ADJUSTMENT CALCULATIONS**

**Example 1 - No Change in Disposal Fees**

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton	0%
CPI 100% Rate Adjustment Factor	2.5%

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	361,800	27,232	389,032	0.0%	389,032
CPI Adjusted Expenses	2,767,818	208,330	2,976,149	2.5%	3,050,552
Franchise and Other Franchisor Fees					
	3,129,618	235,563	3,365,181		3,439,585

OVERALL RATE ADJUSTMENT FACTOR 2.2%

Adjustment of Rates Using Overall Rate Adjustment Factor

	Total Existing Rate	Overall Rate Adjustment Factor	New Adjusted Rate
32 - Gallon Cart with Recycling and Yard Waste	\$ 20.00	2.2%	\$ 20.44

Notes:

- (1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor
- (2) Franchise Fees adjustment reflects the additional fees due on the CPI Adjusted Expenses.

**Figure 3 (continued)**  
**EXAMPLE RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION RATE ADJUSTMENT CALCULATIONS**

**Example 1 - Change in Disposal Fees**

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton % Change	10%
CPI 100% Rate Adjustment Factor	2.5%

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	361,800	27,232	389,032	10.0%	427,935
CPI Adjusted Expenses	2,767,818	208,330	2,976,149	2.5%	3,050,552
Franchise and Other Franchisor Fees					
	3,129,618	235,563	3,365,181		3,478,488
OVERALL RATE ADJUSTMENT FACTOR				3.4%	

Adjustment of Rates Using Overall Rate Adjustment Factor

	Total Existing Rate	Overall Rate Adjustment Factor	New Adjusted Rate
32 - Gallon Cart with Recycling and Yard Waste	\$ 20.00	3.4%	\$ 20.67

Notes:

(1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor

Figure 4  
EXAMPLE DEBRIS BOX RATE ADJUSTMENT CALCULATIONS

Example 1 - No Change in Disposal Fees

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton	\$	30.00	<u>Rate used in proposal</u>	\$	30.00
CPI 100% Rate Adjustment Factor		2.5%			

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	92,700	6,977	99,677	0%	99,677
CPI Adjusted Expenses	231,307	17,410	248,718	2.5%	254,936
	324,007	24,388	348,395		354,613

Adjustment of Rates

	Existing Haul Charge including Franchise Fees	Percent Adjustment	New Adjusted Haul Charge	Existing Disposal Charge per Ton including Franchise Fees	Percent Adjustment	New Disposal Charge per Ton
20 Yard Box	\$ 175.82	2.5%	\$ 180.22	\$ 32.26	0%	\$ 32.26

Notes:

(1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor

**Figure 4 (continued)**  
**EXAMPLE DEBRIS BOX RATE ADJUSTMENT CALCULATIONS**

**Example 1 - No Change in Disposal Fees**

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton at Neal Rd Landfill	\$ 35.00	<table border="1" style="display: inline-table; vertical-align: middle;"><tr><td>Rate used in proposal</td><td>\$ 30.00</td></tr></table>	Rate used in proposal	\$ 30.00
Rate used in proposal	\$ 30.00			
CPI 100% Rate Adjustment Factor	2.5%			

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	92,700	6,977	99,677	17%	116,290
CPI Adjusted Expenses	231,307	17,410	248,718	2.5%	254,936
	324,007	24,388	348,395		371,226
Estimated Tons	3,090				

Adjustment of Rates

	Existing Haul Charge including Franchise Fees	Percent Adjustment	New Adjusted Haul Charge	Existing Disposal Charge per Ton including Franchise Fees	Percent Adjustment	New Disposal Charge per Ton
20 Yard Box	\$ 175.82	2.5%	\$ 180.22	\$ 32.26	17%	\$ 37.63

Notes:

(1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor

**EXHIBIT F**

**Solid Waste Collection  
Rate Schedule**

**Town of Paradise**  
**Exhibit F**  
**Solid Waste Collection Rates**  
*Effective May 1, 2017*

**Residential (includes solid waste, recycling and yard waste)**

35-gallon – Senior*	\$ 21.82
35-gallon	\$ 24.94
65-gallon	\$ 32.41
95-gallon	\$ 36.15

\* Available only to residents receiving a senior discount rate as of November 1, 2006.

**Commercial carts**

35-gallon	\$ 25.96
35-gallon Multi-Family	\$ 11.73
65-gallon	\$ 35.43
95-gallon	\$ 48.15
2ea. 95-gallon	\$ 80.48

**Commercial – 1 Yard**

1 p/u per week	\$ 84.61
2 p/u per week	\$128.57
3 p/u per week	\$172.17
4 p/u per week	\$216.18
5 p/u per week	\$259.29
6 p/u per week	\$302.97

**Commercial – 1.5 Yards**

1 p/u per week	\$102.22
2 p/u per week	\$157.97
3 p/u per week	\$202.32
4 p/u per week	\$261.16
5 p/u per week	\$309.70
6 p/u per week	\$352.15

**Commercial – 2 Yards**

1 p/u per week	\$115.64
2 p/u per week	\$192.88
3 p/u per week	\$256.58
4 p/u per week	\$312.67
5 p/u per week	\$372.59
6 p/u per week	\$436.04

**Commercial – 3 Yards**

1 p/u per week	\$142.79
2 p/u per week	\$234.25
3 p/u per week	\$326.14
4 p/u per week	\$424.90



**Town of Paradise**  
**Exhibit F**  
**Solid Waste Collection Rates**  
*Effective May 1, 2017*

5 p/u per week	\$499.51
6 p/u per week	\$586.71

**Commercial – 4 Yards**

1 p/u per week	\$176.16
2 p/u per week	\$294.43
3 p/u per week	\$409.71
4 p/u per week	\$532.90
5 p/u per week	\$651.57
6 p/u per week	\$770.13

**Commercial – 6 Yards**

1 p/u per week	\$206.43
2 p/u per week	\$376.25
3 p/u per week	\$538.49
4 p/u per week	\$693.13
5 p/u per week	\$847.77
6 p/u per week	\$1010.01

**Insta-bins**

4 yards	\$123.31
6 yards	\$155.78

All commercial customers will be charged an additional \$4.35 per month to support the Town's Vegetative Waste Facility.

**Debris Box – Haul Charge Only. Disposal will be added based upon the current tip fee at Neal Road Landfill or authorized dump site.**

**Loose:**

10 cubic yards	\$213.08/per pull
20 cubic yards	\$213.08/per pull
30 cubic yards	\$213.08/per pull
40 cubic yards	\$213.08/per pull

**Recycling:**

10 cubic yards	\$127.85/per pull
20 cubic yards	\$127.85/per pull
30 cubic yards	\$127.85/per pull
40 cubic yards	\$127.85/per pull

**Compactor:**

10 cubic yards	\$251.30/per pull
20 cubic yards	\$251.30/per pull

**Town of Paradise**  
**Exhibit F**  
**Solid Waste Collection Rates**  
*Effective May 1, 2017*

30 cubic yards	\$251.30/per pull
40 cubic yards	\$251.30/per pull

**Special Charges**

Extra Pickup	\$ 25.00
Lock Service	\$ 5.00 /lock/month
Pushout Charge	\$ 5.00 /25 feet/month
Container Cleaning	\$ 40.00 /cleaning
Weight Surcharge (Solid waste containers exceeding 300lbs per cubic yard)	\$ 33.00 /ton
Cart Replacement	\$ No charge / lost or stolen \$ 60.00 /customer damaged
Roll Off and Insta bin rental after 5th day	\$ 5.00 /day
Additional Yard Waste Cart( first 2 free)	\$ 5.00 /month
Footage Charge	
5 to 100 feet	\$ 14.00 /month
101 to 300 feet	\$ 18.00 /month
301 to 500 feet	\$ 22.00 /month
501 to 700 feet	\$ 26.00 /month
701 to 999 feet	\$ 28.00 /month
1000 to 1999 feet	\$ 30.00 /month
Over 2000	\$ 40.00 /month

**EXHIBIT G**

**Notary Certification**

NOTARY CERTIFICATION

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ ss:

On \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of California, Personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Contractor that executed the within instrument on behalf of the Contractor therein named, and acknowledged to me that such Contractor executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

**EXHIBIT H**

**Street Sweeping Program**

# Street Sweeping Program

Contractor shall provide Street Sweeping services during the following months based on Schedules A and B below:

Month	Schedule A Sweep Arterials & Collectors Only	Schedule B Sweep All Public Roads
January		X
February	X	
March		X
April	X	
May		
June		
July		X
August		
September		
October	X	
November		X
December	X	

## Services shall include:

1. 24hr notice "on-call" sweeping for 20 mobilizations with up to 80 hours of sweeping.
2. Sweeper shall include a vacuum attachment for on-call drainage inlet cleanings.

## Startup Street Sweeping Details:

Contractor shall provide street sweeping on the following streets based on the Schedules A and B below:

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Almond Street	Foster Road	Elliott Rd.	YES	YES
Bille Road	Cliff Drive	Skyway	YES	YES
Bille Road	Skyway	Pentz Road	YES	YES
Birch Street	Black Olive Drive	Skyway	YES	YES
Black Olive Drive	Skyway	Foster Road	YES	YES
Black Olive Drive	Foster Road	Willow Street	YES	YES
Boquest Boulevard	Boquest Boulevard	Skyway	YES	YES
Buschmann Road	Foster Road	State Highway 191	YES	YES
Cedar Street	Black Olive Drive	Almond Street	YES	YES
Center Street	Skyway	End	YES	YES
Central Park Drive	Maxwell Drive	Clark Road	YES	YES
Clark Road	Pearson Road	Skyway	YES	YES
Elliott Road	Oakmore Drive	Skyway	YES	YES
Elliott Road	Skyway	Cameron Court	YES	YES
Fir Street	Black Olive Drive	Skyway	YES	YES
Foster Road	Almond Street	Pearson Road	YES	YES
Foster Road	Pearson Road	Skyway	YES	YES



Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Foster Road	Wayland Road	Roe Road	YES	YES
Foster Road	Roe Road	Almond Street	YES	YES
Harrison Road	Malibu Drive	Stearns Road	YES	YES
Maxwell Drive	Elliott Road	Skyway	YES	YES
Neal Road	Para. Town Limit	Roe Road	YES	YES
Neal Road	Roe Road	Skyway	YES	YES
Nunneley Road	Clark Road	Sawmill Road	YES	YES
Nunneley Road Ext	Academy Drive	Clark Road	YES	YES
Oliver Road	Skyway	Wagstaff Road	YES	YES
Pearson Road	Skyway	Clark Road	YES	YES
Pearson Road	Clark Road	Pentz Road	YES	YES
Pentz Road	Town Limits	Pearson Road	YES	YES
Pentz Road	Pearson Road	Skyway	YES	YES
Recreation Drive	Buschmann Road	ETMR (at gate)	YES	YES
Roe Road	Neal Road	Foster Road	YES	YES
Sawmill Road	End	Pearson Road	YES	YES
Sawmill Road	Bille Road	Country Oak Drive	YES	YES
Sawmill Road	Pearson Road	Bille Road	YES	YES
Scottwood Road	Buschmann Road	Pearson Road	YES	YES
Skyway	Paradise Town Limits	Paradise Town Limits	YES	YES
South Libby Road	Bennett Road	Pearson Road	YES	YES
Stearns Road	Pentz Road	Country Club Drive	YES	YES
Stearns Road	Pearson Road	Pentz Road	YES	YES
Valley View Drive	Bartels Place	Oliver Drive	YES	YES
Wagstaff Road	Oliver Road	Skyway	YES	YES
Wagstaff Road	Skyway	Pentz Road	YES	YES
Wayland Road	Neal Road	Foster Road	YES	YES
Academy Drive	Pearson Road	Nunneley Rd. Ext.	NO	YES
Acorn Ridge Drive	Chandler Drive	End	NO	YES
Alexander Court	Bille Road Extension	End	NO	YES
Alpine Court	De Mille Road	End	NO	YES
American Way	State Highway 191	End	NO	YES
Angel Way	Newland Road	290's/o Pearson	NO	YES
Apple Lane	Foster Road	End	NO	YES
Apple View Way	Pentz Road	End	NO	YES
Arany Court	Pentz Road	End	NO	YES
Arrowhead Court	End	Pentz Road	NO	YES
Aster Lane	Camellia Drive	End	NO	YES
Bader Mine Road	Skyway	Paradise Town Limit	NO	YES
Bartels Place	Redbud	Valley View Drive	NO	YES
Bella Vista Avenue	Paloma Avenue	Del Monte Avenue	NO	YES
Bellview Drive	Wagstaff Road	End	NO	YES
Bennett Road	Anchor Way	So. Libby Road	NO	YES
Berkshire Avenue	Hillside Dr.	Diamond Avenue	NO	YES
Berkshire Way	End	Bille Road	NO	YES

<b>Public Street Name</b>	<b>Limits 1</b>	<b>Limits 2</b>	<b>Schedule A</b>	<b>Schedule B</b>
Bille Road Extension	Pentz Road	200' e/o Alexander Ct	NO	YES
Blue Danube Drive	Xeno Place	Country Club Drive	NO	YES
Bonnie Lane	Nunneley Road	End	NO	YES
Brook Way	Twin Oaks	End	NO	YES
Brookwood Circle	End	Clark Road	NO	YES
Butte View Terrace	Pearson Road	End	NO	YES
Cabernet Lane	Clark Road	Gate Lane	NO	YES
Camellia Drive	Oliver Road	Oliver Road	NO	YES
Camino	Elliott Road	End	NO	YES
Candlewood Court	End	Gate Lane	NO	YES
Castle Drive	Cliff Drive	Oliver Road	NO	YES
Cathy Lane	Pearson Road	End	NO	YES
Chandler Drive	Redbud Drive	Pinewood Drive	NO	YES
Cherry Lane	Pearson Road	End	NO	YES
Chris Court	Nedry Drive	End	NO	YES
Circlewood Drive	Filbert Street	Circlewood Drive	NO	YES
Circlewood Drive	Neal Road	Filbert Street	NO	YES
Clearview Drive	Xeno Place	Stearns Road	NO	YES
Cliff Drive	Castle Drive	Bille Road	NO	YES
College Hill Road	Pearson Road	Pearson Road	NO	YES
Conifer Drive	Pentz Road	End	NO	YES
Copeland Road	Nunnely Road	Elliott Road	NO	YES
Coral Avenue	Coral Extension	Bille Road	NO	YES
Coral Circle	Coral Avenue	End	NO	YES
Country Club Drive	Pentz Road	Stearns Road	NO	YES
Country Oak Drive	Himmel Street	Sawmill Road	NO	YES
Crandall Way	Pentz Road	Pentz Road	NO	YES
Crestmoor Drive	End	Valley View Drive	NO	YES
Crestview Drive	End	Valley View Drive	NO	YES
Crestwood Drive	Crestview Drive	Crestview Drive	NO	YES
Danika Court	Bille Road Extension	End	NO	YES
Dawnridge Court	Country Oak Drive	End	NO	YES
De Mille Road	De Mille Road	Stearns Road	NO	YES
De Mille Road	De Mille Road	Pentz Road	NO	YES
Dean Road	Pentz Road	500' n/o Dean Pl.	NO	YES
Debbie Lane	Elliott Road	End	NO	YES
Deer Creek Lane	Lucky John Road	Posey Lane	NO	YES
Del Mar Avenue	Elliott Road	End	NO	YES
Del Monte Avenue	Bella Vista Avenue	Buschmann Rd.	NO	YES
Delia Way	North Libby Road	End	NO	YES
Deodara Way	Ingalls Road	End	NO	YES
Diamond Avenue	End	Wagstaff Road	NO	YES
Dogwood Lane	End	Camellia Drive	NO	YES
Dolores Drive	Wagstaff Road	End	NO	YES
Dolores Drive	Wagstaff Road	850' s/o Wagstaff	NO	YES

<b>Public Street Name</b>	<b>Limits 1</b>	<b>Limits 2</b>	<b>Schedule A</b>	<b>Schedule B</b>
Drendel Circle	Stearns Road	Stearns Road	NO	YES
Easy Street	State Highway 191	End	NO	YES
Edgewood Lane	End of Pavement	Pearson Road	NO	YES
Edwards Lane	248' W/O Ripley Ln	Ripley Lane	NO	YES
El Toro Court	Zenith Lane	End	NO	YES
Evergreen Lane	Wagstaff Road	End	NO	YES
Ewald Court	Clark Road	End	NO	YES
Fairview Drive	Maxwell Drive	Maxwell Drive	NO	YES
Falcon's View Court	Country Club Dr.	End	NO	YES
Feather Rock Court	Falcon's View Court	End	NO	YES
Fickett Lane	End	Pentz Road	NO	YES
Filbert Street	Roe Road	Sunburst Street	NO	YES
Fir Street	End	Boquest Boulevard	NO	YES
Firland Drive	End	Skyway	NO	YES
Forest Circle	End	Forest Lane	NO	YES
Forest Lane	Bille Road	230' n/o Forest Cir.	NO	YES
Fox Road	Hazel Way	Sawmill Road	NO	YES
Freestone Court	Sawmill Road	End	NO	YES
Garden View Lane	End	Newland Road	NO	YES
Gate Lane	End	Pentz Road	NO	YES
Ginny Lane	End	Pentz Road	NO	YES
Glen Circle	Pearson Road	Pearson Road	NO	YES
Glen Drive	End	Pearson Road	NO	YES
Glen Park Lane	Glen Drive	Glen Circle	NO	YES
Glen Way	End	Glen Drive	NO	YES
Golden Oaks Road	End	Nunneley Road	NO	YES
Graham Road	Bille Road	Wagstaff Road	NO	YES
Green Oaks Drive	End	Filbert Street	NO	YES
Greenwood Drive	Maxwell Drive	Central Park Drive	NO	YES
Gregory Lane	Wagstaff Road	End	NO	YES
Grinding Rock Road	End	Neal Road	NO	YES
Harvey Road	Bille Road	Wagstaff Road	NO	YES
Hazel Way	End	Mabelle Way	NO	YES
Heavenly Place	Angel Drive	Angel Drive	NO	YES
Henson Road	370' w/o Butte View T	Butte View Terrace	NO	YES
Hickory Way	Circlewood Drive	End	NO	YES
Highland Lane	Sierra Park Drive	Scottwood Road	NO	YES
Hillpark Lane	Pentz Road	End	NO	YES
Himmel Street	Bille Road	Country Oak Drive	NO	YES
Hollis Hill Drive	Chandler Drive	Acorn Ridge Dr.	NO	YES
Hollybrook Drive	Pentz Road	End	NO	YES
Honey Run Road	Para. Town Limit	Honey Run Road	NO	YES
Honey Run Road	Honey Run Road	Skyway	NO	YES
Ingalls Road	Nunneley Road	Elliott Road	NO	YES
Joseph's Court	End	Country Club Drive	NO	YES

<b>Public Street Name</b>	<b>Limits 1</b>	<b>Limits 2</b>	<b>Schedule A</b>	<b>Schedule B</b>
June Way	End	Shay Lane	NO	YES
Keith Road	Buschmann Rd.	Sierra Park Drive	NO	YES
Kenglo Drive	Nunneley Road	End	NO	YES
Kibler Road	Nunneley Road	Young Avenue	NO	YES
Laguna Court	Malibu Drive	End	NO	YES
Lancaster Drive	Bille Road	Lancaster Drive	NO	YES
Laurel Drive	Castle Drive	Bille Road	NO	YES
Lillian Avenue	End	Pentz Road	NO	YES
Little Grand Canyon	End	Honey Run Road	NO	YES
Locksley Court	Yorkshire Drive	End	NO	YES
Lofty Lane	Skyway	End	NO	YES
Lucky John Road	Bille Road	Wagstaff Road	NO	YES
Mabelle Way	Hazel Way	Sawmill Road	NO	YES
Madrone Way	Oliver Road	Graham Road	NO	YES
Malibu Drive	Royal Canyon Drive	End	NO	YES
Maple Park Drive	Clark Road	Maple Park Drive	NO	YES
Maxwood Drive	Young Avenue	Vista Knolls Drive	NO	YES
McKale Road	State Highway 191	End	NO	YES
Melene Court	Country Oak Drive	End	NO	YES
Merrill Road	Pentz Road	End	NO	YES
Middle Libby Road	Pearson Road	Nunneley Road	NO	YES
Molokai Drive	Ridgecrest Drive	End	NO	YES
Montna Drive	Skyway	Montna Drive	NO	YES
Mountain Meadow Ct	Country Oak Drive	End	NO	YES
Nedry Drive	Merrill Road	End	NO	YES
Neilsen Drive	End	Elliott Road	NO	YES
Newland Road	Pearson Road	Nunneley Road	NO	YES
Newland Road	Pearson Road	Pearson Road	NO	YES
Newman Avenue	Pearson Road	Paradise Avenue	NO	YES
Nielsen Court	Nielsen Drive	End	NO	YES
North Libby Road	Elliott Road	Bille Road	NO	YES
Norwood Drive	Pentz Road	Johnson Drive	NO	YES
Nottingham Drive	Yorkshire Drive	Crestview Drive	NO	YES
Nottingham Park	Crestview Drive	End	NO	YES
Nunneley Road	Sawmill Road	Homestead Place	NO	YES
Oak Way	Bille Road	Wagstaff Road	NO	YES
Oakmore Drive	Elliott Road	Crestview Drive	NO	YES
Oakwood Lane	Skyway	Foster Road	NO	YES
Orchard Drive	Foothill Road	Pacific Drive	NO	YES
Pacific Drive	850' w/o Orchard Dr.	Orchard Drive	NO	YES
Paloma Avenue	End	Buschmann Road	NO	YES
Pamela Drive	End	Bellview Drive	NO	YES
Paradise Avenue	Pearson Road	End	NO	YES
Paradisewood Drive	Pentz Road	End	NO	YES
Park Way Drive	End	Bennett Road	NO	YES

<b>Public Street Name</b>	<b>Limits 1</b>	<b>Limits 2</b>	<b>Schedule A</b>	<b>Schedule B</b>
Parkwood Way	Wagstaff Road	End	NO	YES
Pine View Drive	Elliott Road	End	NO	YES
Pinewood Court	Pinewood Drive	End	NO	YES
Pinewood Drive	Redbud Drive	End	NO	YES
Pintail Court	Foster Road	End	NO	YES
Point West Drive	Valley Ridge Drive	End	NO	YES
Poppy Lane	End	Camellia Drive	NO	YES
Posey Lane	Bille Road	Deer Creek Lane	NO	YES
Princeton Circle	End	Princeton Way	NO	YES
Princeton Way	End	Skyway	NO	YES
Puddle Duck Court	Paradisewood Drive	End	NO	YES
Queen Drive	End	Elliott Road	NO	YES
Rankin Way	Crestmoor Drive	End	NO	YES
Redbud Lane	End	Crestmoor Drive	NO	YES
Redwood Lane	Vista Knolls Drive	Maxwood Drive	NO	YES
Rexdale Lane	Merrill Road	End	NO	YES
Richmond Road	De Mille Road	End	NO	YES
Ridgecrest Drive	Montna Drive	End	NO	YES
Ripley Lane	Edwards Lane	Bille Road	NO	YES
Roberts Road	West Wagstaff Road	Oliver Road	NO	YES
Robin Place	End	Bellview Drive	NO	YES
Rocky Lane	Wagstaff Road	Skyway	NO	YES
Roe Road	Foster Road	End	NO	YES
Rose Lane	Redbud Drive	Crestmoor Drive	NO	YES
Royal Canyon Drive	Country Club Drive	End	NO	YES
Royal Court	Pinewood Drive	End	NO	YES
Royal Point Drive	Point West Drive	End	NO	YES
Russell Drive	Skyway	Skyway	NO	YES
Salida Circle	End	Salida Way	NO	YES
Salida Way	End	Pentz Road	NO	YES
Saxberg Drive	End	Clark Road	NO	YES
Schmale Lane	Skyway	End	NO	YES
Scott Drive	End	Foster Road	NO	YES
Scottwood Road	Kinsey Way	Buschmann Road	NO	YES
Scottwood Road	Pearson Road	East Oak Street	NO	YES
Sequoia Court	Rocky Lane	End	NO	YES
Shadowbrook Way	End	Clark Road	NO	YES
Shay Lane	End	Merrill Road	NO	YES
Sierra Park Drive	Buschmann Road	Pearson Road	NO	YES
Starlight Court	Neal Road	End	NO	YES
Sunburst Drive	Hickory Way	End	NO	YES
Sunset Drive	Cliff Drive	Oliver Road	NO	YES
Sweetbriar Lane	Pentz Road	End	NO	YES
Sylmar Lane	Merrill Road	End	NO	YES
Sylvan Way	Sawmill Road	End	NO	YES



<b>Public Street Name</b>	<b>Limits 1</b>	<b>Limits 2</b>	<b>Schedule A</b>	<b>Schedule B</b>
Tahoe Way	End	Clark Road	NO	YES
Thomasson Lane	Lucky John Road	Skyway	NO	YES
Thornburg Road	De Mille Road	End	NO	YES
Tokay Court	End	Country Club Drive	NO	YES
Topaz Circle	End	Circlewood Drive	NO	YES
Trafalgar Square	Country Club Drive	End	NO	YES
Tranquil Drive	Redbud Drive	Crestmoor Drive	NO	YES
Twin Oaks Drive	Wagstaff Road	End	NO	YES
Valley Ridge Drive	Valley View Drive	Valley View Drive	NO	YES
Valstream Drive	End	Oakmore Drive	NO	YES
Vineyard Drive	Pentz Road	End	NO	YES
Violet Way	Queen Drive	End	NO	YES
Vista Knolls Drive	End	Bille Road	NO	YES
Waggoner Road	Lucky John Road	End	NO	YES
West Wagstaff road	Bille Road	Roberts Road	NO	YES
Wildwood Lane	End	Skyway	NO	YES
Willow Street	Black Olive Drive	Almond Street	NO	YES
Windsor Drive	Queen Drive	End	NO	YES
Woodbrook Circle	End	Clark Road	NO	YES
Xeno Place	End	End	NO	YES
York Towne Manor	Pentz Road	End	NO	YES
Yorkshire Drive	Pinewood drive	Rankin Way	NO	YES
Young Avenue	Maxwood Drive	Kibler Road	NO	YES
Zenith Lane	Dean Road	End	NO	YES