



FRANCHISE AGREEMENT BETWEEN

COUNTY OF NEVADA

AND

**TAHOE TRUCKEE DISPOSAL COMPANY, INC.,
A CALIFORNIA CORPORATION
(DBA, TAHOE TRUCKEE SIERRA DISPOSAL OR TTSD)**

FOR

**DISCARDED MATERIALS COLLECTION AND PROCESSING
SERVICES**

IN

**UNINCORPORATED EASTERN NEVADA COUNTY,
CALIFORNIA**

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FOR
DISCARDED MATERIALS COLLECTION AND PROCESSING SERVICES IN
UNINCORPORATED EASTERN NEVADA COUNTY, CALIFORNIA**

This Franchise Agreement ("Agreement") is entered into this 11th day of June, 2019 between the County of Nevada ("County") and Tahoe Truckee Disposal Company, Inc., a California Corporation (DBA, Tahoe Truckee Sierra Disposal or TTSD), ("Grantee"), for the Collection, transportation, Processing, and Disposal of Discarded Materials.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste (hereinafter called "Discarded Materials") handling within their jurisdictions; and,

WHEREAS, pursuant to California Public Resources Code Section 40059 (a) (1), the Board of Supervisors of the County has determined that the public health, safety and well-being require that an exclusive Agreement be awarded to a qualified Discarded Materials enterprise for the Collection and Processing of Discarded Materials from certain Residential, industrial and Commercial areas in Eastern Nevada County; and,

WHEREAS, County and Grantee are mindful of the provisions of the laws governing the safe Collection, transport, Processing, Recycling and Disposal of Discarded Materials, including AB 939, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); and,

WHEREAS, the County has the right to direct the waste stream to be Disposed of or Processed, and Diverted at any solid waste facility or in any manner, respectively; and,

WHEREAS, Grantee is, as of the Effective Date, the exclusive provider of Discarded Materials services in the Franchise Area, as authorized by an agreement dated July 8, 2003 between the County of Nevada and the Grantee; and,

WHEREAS, Grantee is, as of the Effective Date, the exclusive provider of Discarded Materials services in the Town of Truckee, as authorized by an agreement dated June 29, 2018 between the Town of Truckee and the Grantee; and,

WHEREAS, Nevada County Local Agency Formation Commission adopted Resolution 92-06 making determinations and approving the Proposed Incorporation of the County of Nevada and Reorganization of County Service Areas which required the Discarded Materials services, rights, parcel charges and duties of County Service Areas 4, 5, 6, 8, 9, 10, 11, 19, and 35 to be transferred and consolidated into

County Service Area 7 and names County Service Area 7 (which includes tax rate areas 77004, 77005, 77007, 77009, 77014, 77025, 77029, 77030, 77032, 77034, 77043, and 77063) as the successor Agency for Discarded Materials services for the County of Nevada; and,

WHEREAS, County has not, and, by this Agreement does not, instruct Grantee on its Collection methods, nor supervise the Collection of waste; and,

WHEREAS, Grantee has represented and warranted to County that it has the experience, responsibility, and qualifications to arrange with residents, Commercial, industrial, institutional and other entities in the Franchise Area for the Collection and safe transport to Processing, or Disposal facilities of Discarded Materials, and the Board of Supervisors of the County determines and finds that the public interest, health, safety and well-being would be best served if Grantee were to make arrangements with residents and other entities to perform these services; and,

WHEREAS, the Board of Supervisors of the County declares its intention of maintaining reasonable Rates for Collection, transportation, Processing, and Disposal of Discarded Materials within the area covered by this grant of Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1: GRANT AND ACCEPTANCE OF EXCLUSIVE FRANCHISE

- A. County grants to Grantee, for the Term of and in accordance with this Agreement (including all extensions or renewals), an exclusive privilege and duty to Collect, transport, handle, Process, and, Dispose of all Discarded Materials generated or accumulated within the Franchise Area which have been placed for Collection in accordance with this Agreement, in the Franchise Area, as shown in Exhibit "A", and identified as County Service Area 7, (excluding the Town of Truckee as defined by the Town limits) as its boundaries are now constituted or may hereafter be amended; provided, however, that said Agreement shall be a non-exclusive Agreement with respect to the Collection and transportation of Recyclable Materials that meet the following requirements:
1. The Recyclable Materials must be generated or accumulated by Commercial and/or industrial enterprises or their agents; and,
 2. The collector and/or transporter of such Recyclable Materials cannot directly or indirectly impose a fee or charge for such services to the Commercial and/or industrial Customer or their agents; and,
 3. The Recyclable Materials must be separated and held in an authorized Container on an item by item basis by the applicable Commercial and/or industrial enterprise or their agents before transportation and Disposal.

Notwithstanding the provisions of subsections (1) - (3) herein, the County retains the right to specify that this Agreement shall not be exclusive for such Discarded Materials which the Grantee is not required to Process and Divert under this Agreement as of the Effective Date of this Agreement which subsequently, in the County's reasonable judgment, become economically feasible to Divert.

In such event, Grantee shall have the exclusive right to Collect and Process such materials if Grantee agrees to do so without any change in Rates. If Grantee is unwilling to Process and Divert such new materials at existing Rates, the County may provide for Collection, Processing, and Diversion of such materials in any manner it deems appropriate. Such materials may include, but not be limited to, organic materials which Grantee would otherwise Dispose. Grantee may not enforce its exclusive franchise rights in a manner that would prevent the Diversion of material that Grantee is unable or unwilling to Divert.

This Agreement is also non-exclusive for the Collection and transportation of Medical Waste as defined in Section 6.8.

- B. Grantee shall be bound by and comply with all the requirements of this Agreement. Grantee waives any right or claim to serve any part of the County under any prior grant of franchise, contract, agreement, license or permit issued or granted by any governmental entity.
- C. The exclusive privilege granted by this Agreement shall not apply where:
 - 1. A person who handles, hauls, or transports Discarded Materials generated by or from his/her own residence over and above the service level provided as Single-Family Base Services, or business operations for purposes of Processing, or Disposing of same at an authorized solid waste facility or transfer station; or;
 - 2. A person or entity contracts for the removal and Processing, or Disposal of Discarded Materials, and such removal and Processing, or Disposal are incidental to work such as remodeling or gardening performed by or for the Customer.
- D. The County reserves the right to transfer this Agreement to the Town of Truckee at its sole discretion, in accordance with Section 11.
- E. This Agreement is not intended to and shall not affect or limit the right of any person to sell any Recyclable Material to any person lawfully engaged in business in the Franchise Area or to donate Recyclable Material to any bona fide charity, provided that all such Recyclable Material is separated by the Generator.

SECTION 2: DEFINITIONS

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

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

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

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

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

“Affiliate” means any corporation, partnership, joint venture or other entity directly or indirectly controlling the Grantee or directly or indirectly controlled by the Grantee or its principals.

“Agreement” means this agreement for the Collection and Processing of Discarded Materials between the County and the Grantee.

“Annual Percentage Change” means the annual percentage change in a cost index (e.g., CPI-U), calculated as described in the following paragraph:

The Annual Percentage Change for a cost index shall be calculated as the Average Index Value for the most recently available 12-month period ending in the then-current Rate Period minus the Average Index Value for the corresponding 12-month period ending in the most-recently completed Rate Period and the result of which shall be divided by the Average Index Value for the corresponding 12-month period ending in the most recently completed Rate Period.

The calculated Annual Percentage Change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths.

“Applicable Law” means any law, rule, regulation, requirement, guideline, permit, action, determination, or order of any governmental body having jurisdiction, applicable from time to time to the services required under this Agreement, including, but not limited to the following: the operating equipment; the siting, design, acquisition, equipping, financing, ownership, possession, testing, operation, or maintenance of any of the operating equipment; or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, governmental protection, accommodation of the disabled, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of minimum wages, the payment of per-ton charges on solid waste facilities imposed by a governmental entity other than the County, and further including the County Code and the County Integrated Waste Management Plan and the County’s SRRE).

“Approved Disposal Facility” means the Lockwood Regional Landfill located at 2401 Canyon Way, Sparks, NV 89434.

“Approved Facilities” means the Designated Processing Facility, the Approved Food Scraps Processing Facility, and the Approved Disposal Facility, individually or collectively.

“Approved Food Scraps Processing Facility” means the R.T. Donovan Co. Inc. located at 11600 Pyramid Way, Sparks, NV, 89441 or Full Circle Soils and Compost PO Box 640 Minden, NV 89423, or any additional such facilities approved in the future by the Departmental Director.

“Average Index Value” means the sum of the monthly index values of the most recently available 12-month period divided by twelve (12) (in the case of indices published monthly, or by the number of available data points for indices published less than monthly).

“Bin” means a Container with capacity of approximately two (2) to six (6) cubic yards, with a hinged lid (except for Bins used for the purposes of Sections 6.2.J and 6.3.E), and with wheels (where appropriate), that is serviced by a front end and/or rear-loading Collection vehicle.

“Blue Bag” means a Customer-provided plastic bag for storing Recyclable Materials prior to Collection. Blue Bags must be blue in color, be no larger than 30-gallons, and have a thickness of at least two (2) millimeters. Blue Bags left for Collection must be tied and secured.

“Business Holidays” means the observed holidays for each of the following: New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Memorial Day, Independence Day (July 4th), Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day and Christmas Day.

“CalRecycle” means the State of California’s Department of Resources Recycling and Recovery.

“Can” means a Customer-provided Container for storing Mixed Materials prior to Collection. A Can has a capacity of 32 gallons or less.

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

“Cart” means a plastic container for storing Discarded Materials prior to Collection with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. A Cart has capacity of 32-, 64-, or 96-gallons (or similar volumes).

“Change in Law” means any of the following events or conditions which has a material and adverse effect on the performance by the Grantee of the services required by this Agreement, or on the cost to the Grantee therefor (except for payment obligations): the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation on or after the Effective Date of any Applicable Law; or, the order or judgment of any governmental body, on or after the Effective Date to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the Grantee, whichever is asserting the occurrence of a Change in Law provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

“Collect” or “Collection” (or any variation thereof) means the act of removing Discarded Materials from the place of generation in the Franchise Area.

“Collection Holidays” means the observed holidays for each of the following: New Year’s Day, Thanksgiving Day and Christmas Day.

“Commencement Date” means the date specified in Section 10.1 when the services required by this Agreement shall be provided.

“Commercial” shall mean of, from or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property, which are permitted under applicable zoning regulations and are not the primary use of the property.

“Complaint” shall mean each written or orally communicated statement made by any Customer, whether to County or Grantee, alleging: (1) non-performance, or deficiencies in Grantee’s performance, of its duties under this Agreement; or, (2) a violation by Grantee of this Agreement.

“Construction and Demolition Debris (C&D)” includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Unacceptable Waste.

“Container(s)” mean Bins, Cans, Carts, Drop Boxes, Blue Bags, and Green Bags.

“County Code” means the County’s Codified Ordinances, as the same may be amended, supplemented, or modified from time to time.

“County” means the County of Nevada, California, a political subdivision of the State, acting through its Board of Supervisors.

“CRV” means California Redemption Value, under the California Beverage Container and Litter Reduction Act (Chapter 1290, Statutes of 1986, Public Resources Code Section 14500 et. seq.), and is the "deposit" paid on beverage containers at purchase and received when redeemed.

“Customer” means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity which subscribes for service with Grantee.

“Customer Type” means any of the following, separately identifying Exempt Customers and Non-Exempt Customers for each Customer Type: 1) Customers subscribing to Single Family Collection services per Section 6.2, 2) Customers subscribing to Multi-Family and Commercial Collection services per Section 6.3 except Customers of Construction and Demolition Debris Collection provided via roll-off vehicles, and 3) Customers of Construction and Demolition Debris Collection provided via roll-off vehicles.

“Departmental Director” shall mean the Nevada County Director of the Department of Public Works, his/her successor or designee.

“Designated Processing Facility” means the Placer County Eastern Regional Sanitary Landfill located off State Route 89 on Cabin Creek Road.

“Discarded Materials” means Mixed Materials, Recyclable Materials, Yard Trimmings, Food Scraps, and C&D, individually or collectively.

“Dispose” or “Disposal” (or any variation thereof) means the final disposition of Residual Waste at a Disposal site.

“Diversion” (or any variation thereof) means activities which reduce or eliminate the amount of Residual Waste to be Disposed including, but not limited to, Recycling, Composting, reuse, or other means of Processing.

“Drop Box” means an open-top Container with a capacity of ten (10) to thirty (30) cubic yards that is serviced by a roll-off Collection vehicle. Drop Box Zone Rates are articulated in Exhibit “C”.

“Effective Date” means the date on which the latter of the two Parties signs this Agreement and both Parties have satisfied all conditions to the effectiveness of this Agreement.

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

“Enforcement” (or any variation thereof) means the act of compelling Customer observance of or compliance with Applicable Law.

“Exempt Customer” means a Customer who, in accordance with rules and regulations set forth by CalRecycle, is exempt from the requirements of SB 1383 or future legislation concerning the Diversion of Organic Materials. Reasons for exemption may include, but are not limited to, location of the Customer’s service address within a census tract designated as having “low-population density” pursuant to the provisions of SB 1383. All Customers shall be considered Exempt Customers unless designated as Non-Exempt Customers in accordance with Section 6.1.D, pursuant to the determination of CalRecycle, and the exemption requirements of SB 1383. For purposes of this contract, it is the County’s stated intention to seek any and all available exemptions related to SB 1383 for Customers located in the Franchise Area.

“Food Scraps” means those non-liquid Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with food waste; and, (iv) fruit waste, grain waste, dairy waste, meat, and fish waste, and which are separated from Mixed Materials prior to Collection. Food Scraps are a subset of Organic Materials.

“Franchise Area” shall mean the boundaries of County Service Area 7 (which includes tax rate areas 77004, 77005, 77007, 77009, 77014, 77025, 77029, 77030, 77032, 77034, 77043, and 77063), which is depicted on the map provided in Exhibit “A”, which is incorporated herein by reference. The Town of Truckee, as defined by the Town limits, is not included as a portion of the Franchise Area.

“Franchise Fee” means the fee or assessment imposed by the County on Grantee solely because of its status as Party to this Agreement, and which, inter alia, is intended to compensate County for its expenses in administering this Agreement and to fund other waste management activities.

“Generator” means any person, as defined by Section 40170 of the Public Resources Code (PRC), whose act or process produces Discarded Materials.

“Grantee” means Tahoe Truckee Disposal Co., Inc. (dba “Tahoe Truckee Sierra Disposal”, or “TTSD”), which has been granted the right to arrange for the Collection and Processing of Discarded Materials pursuant to this Agreement. Grantee shall also mean any assignee, transferee or successor in interest of Grantee as authorized by this Agreement.

“Grantee’s Proposal” means the proposal to provide the services described in this Agreement, submitted to the County by Grantee, which is attached to this Agreement as Exhibit “E”, and incorporated herein by reference. This Agreement shall be interpreted so as to harmonize Grantee’s Proposal with the terms and conditions of this Agreement, to the fullest extent possible. If, however, Grantee’s Proposal conflicts with any provision in the body of this Agreement, then the terms and conditions this Agreement shall prevail.

“Green Bag” means a Customer-provided plastic bag for storing Yard Trimmings prior to Collection, pending County direction of implementation of a Green Bag Collection program. Green Bags must be green in color, be no larger than 30 gallons, weigh no more than forty (40) pound when filled, and have a thickness of at least four (4) millimeters. Green Bags left for Collection must be tied and secured.

“Gross Receipts” means the sum of: (i) total cash receipts collected from Customers by the Grantee for provision of Residential, Commercial, and Medical Waste Collection and Disposal services; and, (ii) moneys remitted to Grantee from the County for the provision of Single-Family Base Services (collected by the County through parcel charges), (inclusive of all Franchise Fee and other pass-through components of the Rates) without any deductions. Gross Receipts do not include revenues from the sale of Recovered Materials.

“Hazardous Substances” means any substance defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 219480, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 42 USC §1892, et seq.; (iii) the Resource Recovery Act, 42 USC §6901 et seq; (iv) the Clean Water Act, 33 USC §1251; (v) California Health and Safety Code §25115-25117, 25249,8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §70-1 et seq; and (vii) California Water Code §13050 or any other hazardous or toxic substance identified or regulated under any other applicable federal, state or local environmental laws.

“Line of Business” means any of the following Collection Service categories provided by the Grantee: Exempt Single-Family Mixed Materials, Non-Exempt Single-Family Mixed Materials, Exempt Single-Family Recyclable Materials, Non-Exempt Single-Family Recyclable Materials, Exempt Single-Family Yard Trimmings, Non-Exempt Single-Family Yard Trimmings, Exempt Single-Family Food Scraps, Non-Exempt Single-Family Food Scraps Exempt Multi-Family Mixed Materials, Non-Exempt Multi-Family Mixed Materials, Exempt Multi-Family Recyclable Materials, Non-Exempt Multi-Family Recyclable Materials

Exempt Multi-Family Food Scraps, Non-Exempt Multi-Family Food Scraps, Exempt Commercial Mixed Materials, Non-Exempt Commercial Mixed Materials, Exempt Commercial Recyclable Materials, Non-Exempt Commercial Recyclable Materials, Exempt Commercial Food Scraps, Non-Exempt Commercial Food Scraps, and C&D.

“Liquidated Damages” means the amounts due by Grantee for failure to meet specific quantifiable standards of performance as described in Section 12.2.

“Mixed Materials” means all garbage, refuse, rubbish, and other materials and substances discarded or rejected as being spent, useless, worthless, or in excess to the Generator thereof at the time of such discard or rejection and which are normally discarded by or collected from Residential, Commercial, or institutional establishments, which are acceptable at Class III landfills under Applicable Law, and which are originally discarded by the first Generator thereof and have not been previously Processed. Mixed Materials does not include source-separated Recyclable Materials, source-separated Yard Trimmings, source-separated Food Scraps, C&D, Unacceptable Waste, or self-hauled waste.

“Medical Waste” means waste that is defined in Division 20, Chapter 6.1 Section 25023.2(a) of the Health and Safety Code of the State of California. The term shall not include noninfectious and/or injurious waste or treated and properly packaged infections and/or injurious waste originating in a medical, veterinary or intermediate care facility that may be deposited in the general Mixed Materials stream under federal, California and/or County laws and regulations.

“Multi-Family” means any Multiple-Unit dwelling with four (4) or more dwelling units, or other Residential dwelling where Collection service is centralized, and shared by multiple units, and/or refers to programs serving the Customers living in such properties.

“Non-Exempt Customer” means a Customer who is required to comply with the requirements of SB 1383 or future legislation concerning the Diversion of Organic Materials. Grantee shall charge Non-Exempt Customers the County-approved Rates for services beyond Single-Family Base Services in accordance with Section 7.3. For purposes of this contract, it is the County’s stated intention to seek any and all available exemptions related to SB 1383 for Customers in the Franchise Area.

“Organic Materials” means any combination of Food Scraps, Yard Trimmings, and other materials as defined by CalRecycle.

“Party” or “Parties” refers to the County and Grantee, individually or together.

“PPI” means the Producer Price Index for solid waste collection, not seasonally adjusted, series ID PCU5621115621112, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.

“Processing” (or any variation thereof) means the removal of Recovered Materials from Discarded Materials at a Processing facility for the purpose of making such Recovered Materials available for activities including, but not limited to, reuse, Recycling, composting, anaerobic digestion, and/or marketing.

“Rate” means the maximum allowable dollar amount which the County has approved and Grantee may charge to a Customer for providing services under this Agreement. A Rate has been established for each

individual service level and the initial Rates for Rate Period One are presented in Exhibit "C". The Rates approved by County are the maximum Rates that the Grantee may charge a Customer and Grantee shall not charge any amount above the Rate approved by the County for any given service or service level or for any service not identified in the Rates.

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

"Rate Period One" means the first Rate Period covered by this Agreement. Rate Period One shall begin on July 1, 2018 and shall end on June 30, 2019.

"Recovered Materials" means the products, excluding Residual Waste, produced and/or recovered by the Processing of Discarded Materials.

"Recycle," or "Recycling" (or other variations thereof) means and refers to the Process of collecting, sorting, cleansing, treating, reconstituting, or otherwise Processing organic or in-organic materials that are or would otherwise become Residual Waste and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

"Recyclables or Recyclable Materials" means materials, which are reused or Processed or are in the future reused or Processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the California Integrated Waste Management Act. The term "Recyclables or Recyclable Material" includes materials which are specified in Exhibit "D".

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

"Residual Waste or Residue" means any material remaining after the Processing, by any means and to any extent, of Discarded Materials.

"SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

"Salvage" (or any variation thereof) means controlled removal of waste material for Recycling.

"Service Opportunity" shall mean each individual scheduled opportunity the Grantee has to Collect from a Container at a Customer's location (for example, one Service Opportunity per Customer for each material type for which they are subscribed). Service Opportunities shall be calculated based on the subscription levels presented in Grantee's most recent Quarterly Report to County.

"Single-Family Base Services" means (i) the first thirty-two (32) gallons of Mixed Materials Collection service; and, (ii) Blue Bag service provided to Single-Family Customers.

“Single-Family” means and refers to a dwelling designed for or occupied exclusively for human shelter by one (1) family. Two (2), and three (3) unit dwellings shall also be considered “Single-Family” dwellings.

“Source Separate” means the segregation from Mixed Materials, by the Generator, of materials designated for separate Collection and delivery for Processing and/or Diversion.

“Special Wastes” shall mean any designated wastes, as defined in 22 CCR § 66260.10 and 22 CCR § 120, and special handling waste generated by industrial facilities or processes, but shall not include "Hazardous Substances" as defined herein. Special Wastes shall include: asbestos, sewage sludge, water treatment sludge, drilling muds, grease wastes, contaminated soils, shredder waste, agricultural wastes, filter cake/dewatered sludge, scrap metal, spent catalyst fines, refinery ash and byproducts; except where any such wastes are deemed to be Hazardous Substances.

“Term” means the Term of this Agreement, including extension periods if granted, as provided for in Section 10.

“Unacceptable Waste” shall mean waste that may not be accepted for Mixed Materials, Recyclable Materials, Yard Trimmings, or Food Scraps Processing at the Designated Processing Facility under California of federal law, regulation, rule, code, permit of permit condition; Hazardous Substances; Special Waste; Medical Waste or any other waste expressly prohibited from Processing at the Designated Processing Facility.

“Yard Trimmings” means grass, lawn clippings, pine needles, shrubs, plants, weeds, small branches and other forms of organic materials generated from landscapes or gardens, separated from Mixed Materials prior to Collection. Yard Trimmings is a subset of OrganicMaterials.

SECTION 3: REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Each Party, by acceptance of this Agreement, represents and warrants that:

- A. **Existence and Powers.** Such Party is duly organized and validly existing under the laws of the State of California, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.
- B. **Due Authorization and Binding Obligation.** Such Party has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally.
- C. **No Conflict.** Neither the execution, nor the performance by such Party of its obligations under this Agreement: (1) conflicts with, violates, or results in a breach of any law or governmental regulations applicable to such Party; or, (2) conflicts with, violates, or results in a breach of any term or condition of any judgment, decree, franchise, agreement (including, without limitation, the

certificate of incorporation of the Grantee), or instrument to which the Grantee or any Affiliate is a party or by which the Grantee or any Affiliate or any of their properties or assets are bound, or constitutes a default under any such judgment, decree, agreement, or instrument. Grantee represents it is unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement.

- D. **No Litigation.** There is no action, suit, or other proceeding as of the Effective Date, at law or in equity, before or by any court or governmental authority, pending, or to such Party's best knowledge, threatened against such Party which is likely to result in an unfavorable decision, ruling, or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by such Party in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by that Party of its obligations hereunder or by the Grantee under any such other agreement or instrument.
- E. **No Legal Prohibition.** Such Party has no knowledge of any Applicable Law in effect on the Effective Date which would prohibit the performance by such Party of this Agreement and the transactions contemplated hereby.
- F. **Grantee's Statements.** The Grantee's Proposal and any other supplementary information submitted to the County, which the County has relied on in awarding and entering this Agreement, do not: (i) contain any untrue statement of a material fact; or, (ii) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.
- G. **Grantee's Investigation.** Grantee has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. Grantee has taken such matters into consideration in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.
- H. **Ability to Perform.** Grantee possesses the business, professional, and technical expertise to manage, Collect, transport, Process and Dispose of Discarded Materials; and, Grantee possesses the equipment, facilities, and employee resources required to perform this Agreement.

SECTION 4: FRANCHISE FEES

As consideration for the Agreement granted herein, the value of Franchisee's right of use and impact on County roadways and related public infrastructure, and to provide for the cost of developing and administering said Agreement, the Grantee shall pay to the County the sum of four percent (4%) of the Gross Receipts received for the provision of Residential, Commercial, and Medical Waste Collection and Disposal services performed by Grantee during the Agreement Term. The fee shall be paid on a calendar quarterly basis for the prior calendar quarter on or before April 30, July 31, October 31 and January 31 of each calendar year. All Franchise Fees shall be due on the final day of the following month after the end of the calendar quarter. A form mutually agreed upon by both Parties shall accompany payments. Interest of one percent (1.0%) per month shall be applied to any past due amounts, with a seven (7) day grace period automatically extended in the first instance such payment may be late.

SECTION 5: FRANCHISE AREA

5.1 Franchise Area Defined

The Franchise Area granted by this Agreement shall be all Residential, Commercial and industrial areas within the boundaries of the County as they exist on the Effective Date of this Agreement, as presented in Exhibit "A", and identified as County Service Area 7 (which includes tax rate areas 77004, 77005, 77007, 77009, 77014, 77025, 77029, 77030, 77032, 77034, 77043, and 77063), and as such area may hereafter be changed.

5.2 Franchise Area Modification

This Agreement may be amended at any time by written mutual agreement of the Parties to modify the service area.

SECTION 6: SERVICES PROVIDED BY GRANTEE

6.1 General

- A. **County to Approve all Services.** The Board of Supervisors shall determine the nature of the services Grantee offers and provides to Customers residing or doing business in the Franchise Area. The Board of Supervisors may establish additional services or modify existing services, including the exercise of its right to Salvage pursuant to Section 8.2.B, from time to time on reasonable notice to Grantee, provided that the Board of Supervisors adjusts Rates to reflect the change, in accordance with the process described in Section 7.6. The services that Grantee offers and provides to its Customers affected by this Agreement shall be subject to the prior approval of the Board of Supervisors or its designee. Nothing in this Agreement, however, shall be construed or interpreted as authorizing the County to reduce or adversely affect Grantee's exclusive franchise rights as specified in Section 1.A. of this Agreement. The additional service options and Rates that the Grantee provides to its Customers under this Agreement pertaining to Collection of Discarded Materials are set forth in Exhibit "C" attached hereto and made a part hereof by this reference.
- B. **Hours of Collection.** Grantee agrees that, in order to protect the peace and quiet of residents, its arrangements for the Collection of Discarded Materials will provide that Collections for Residential and Commercial areas shall not start before 5:30 a.m. or continue after 6:00p.m.
- C. **Holidays.** If the day of Collection on any given route falls on a Collection Holiday, Grantee shall provide service on the next workday following such Collection Holiday, thereby adjusting subsequent workdays that week.
- D. **Implementation of SB 1383 Required Services.** County and Grantee acknowledge that final SB 1383 regulations, as well as opportunities for exemption from such regulations, were under development as of the Effective Date. In the event that CalRecycle determines that the provisions of SB 1383 apply to some or all of the Franchise Area, the County shall have the sole option to require that Grantee implement new or revised services in order to comply with such regulations. In addition to

Collection services, such new or revised services may include additional public education requirements (Section 22.5), additional reporting requirements (Section 17.1), or additional waste and route auditing requirements (Section 17.4). In the event that County directs Grantee to implement any such programs in response to such CalRecycle determination, the County shall provide Grantee with a minimum of one hundred eighty (180) days advance notice. Within thirty (30) days of receiving notice from the County, the Parties shall meet and confer to determine an appropriate adjustment to Rates for Non-Exempt Customers, which shall be submitted to the County Board of Supervisors for approval prior to implementation. The adjustment to Non-Exempt Customer Rates shall be based on the Grantee's Proposal presented in Exhibit "E", and the Rates presented in Exhibit "C", used as a starting-point to be updated by Grantee reflecting changes that have occurred since the time of preparation, including changes to individual cost items, and with consideration of the remaining Term of the Agreement. Grantee shall prepare and submit to the Departmental Director for discussion during the meet and confer period a draft implementation plan and schedule that shall include, at a minimum: preliminary identification of Exempt Customers and Non-Exempt Customers, Processing Facility information, equipment order requirements, container distribution plans, public education and outreach plans, and a summary description of Grantee's efforts to achieve compliance with SB 1383 in neighboring jurisdictions. In the event of a dispute regarding definition of Exempt Customers or Non-Exempt Customers, the Departmental Director's judgement shall be conclusive, and shall be based on guidelines provided by the State, and Applicable Law.

One (1) year following the commencement of new services implemented in accordance with this Section, the Parties will meet and confer to discuss the performance and results of such new services. Upon request from the Departmental Director, Grantee shall provide reports and any other data reasonably required to assess the performance of and Customer participation in such programs or services. In the event that the Parties agree that any new programs, or the Rates associated therewith, must be modified, the Parties shall document such modifications in writing, and address any resulting cost or Rate impacts using the methodology described in Section 7.6.

Grantee's proposed Rates for providing service to Customers anticipated (as of the Effective Date) to be Non-Exempt Customers for purposes of SB 1383 compliance are presented in Exhibit "C". The Parties acknowledge that the Rates presented in Exhibit "C" are based on the assumption that Customer premises in census blocks with less than fifty (50) persons per square mile will be exempt from the requirements of SB 1383, which is consistent with the draft SB 1383 regulations which were available as of the Effective Date. The Parties anticipate that Non-Exempt Customers (which the Parties estimate will be approximately 130 in number) will be located within sections of the Franchise Area which are geographically proximate to the Town of Truckee, where same or similar services designed to achieve compliance with SB 1383 are likely to be offered by the Grantee under a separate contract with the Town of Truckee. The Parties acknowledge that the proximity of Non-Exempt Customers to Grantee's operations in the Town of Truckee provides the potential for opportunities for operational and cost efficiencies not present in other parts of the service area, and has been anticipated in the proposed Rates presented in Exhibit "C". Both the number of Non-Exempt Customers and their service locations will be considered during the reviews required under this Section 6.1.D.

6.2 Single-Family Collection Services

A. Mixed Materials Collection.

1. Exempt Customer Service. Grantee shall Collect Mixed Materials which have been placed at curbside, in a County-approved bear shed, or other County-approved Collection location, in Customer-provided Cans, bags, or bundles, one (1) time per week from Single-Family Exempt Customers. Grantee shall transport all Mixed Materials Collected in accordance with this Section to the Designated Processing Facility for Processing. The Single-Family Base Services Rate shall include the first 32-gallons of Mixed Materials Collection service per Single-Family Exempt Customer per week. The Grantee shall not be required to Collect Unacceptable Waste from Single-Family Customers. The Grantee shall not be required to Collect from Containers of more than thirty-two (32) gallon capacity or fifty-one (51) pounds gross weight, unless picked up by mechanical means, when filled wholly or partially, or when located more than fifteen feet (15') from the limits of County snow removal and are not reasonably accessible (i.e. blocked by autos, snow, etc.). When these limits are exceeded, Grantee may charge an additional Distance Rate up to the Rates approved by County, with the exception that individual Can Customers who demonstrate through documentation from a medical professional that they are physically unable to move their Can to twenty-eight feet (28') from the snow removal line shall be exempt from additional distance Rates. Grantee shall be under no obligation to provide snow removal services.
2. Non-Exempt Customer Service. Grantee shall provide Mixed Materials Collection service to Non-Exempt Customers in the same manner as service is provided to Exempt Customers, with the exception that Collection service shall be provided using Grantee-provided Carts, as deemed necessary to comply with the requirements of SB 1383, which shall be provided to Non-Exempt Customers in accordance with Section 21.3, and which shall be subject to a weight limit of sixty (60) pounds. Upon County request, the services provided in accordance with this Section may include additional Processing or bag-based systems for recovery of Food Scraps for Diversion, subject to availability of bag-based recovery systems at the Designated Processing Facility. The proposed Rates presented in Exhibit "C" assume that such program will be a bag-based program if possible, which would be provided at no additional cost. Grantee shall not be required to Collect Carts from Bear Sheds at Non-Exempt Customer Premises, if and when services designed to achieve compliance with requirements of SB 1383 are offered.

- B. **Blue-Bag Recycling Program for Exempt Customers.** Grantee shall provide the services described in this Section to Exempt Customers. Grantee shall Collect Recyclable Materials which have been placed adjacent to the Customer's Mixed Materials Container on the Customer's scheduled Mixed Materials Collection day, in Customer-provided Blue Bags (tied and secured) one (1) time per week from Single-Family Customers. Grantee shall transport all Recyclable Materials Collected in accordance with this Section to the Designated Processing Facility for Processing. The Single-Family Base Services Rate shall include weekly Collection of Blue Bags from Single-Family Customers. Blue Bags, when properly placed for Collection in accordance with this Section, shall not be calculated as extra Mixed Materials, which is subject to an additional Rate. The list of acceptable materials to be Collected as Recyclable Materials is set forth in Exhibit "D" attached hereto and made a part hereof by this reference. Such list may be modified from time to time by mutual agreement of the County and Grantee.

- C. **Containerized Recycling Program for Non-Exempt Customers.** Upon request from the Departmental Director and in accordance with Section 6.1.D, Grantee shall provide the services described in this Section to Non-Exempt Customers. Grantee shall implement a Container-based Recyclable Materials Collection program. Grantee shall Collect Recyclable Materials which have been placed adjacent to the Customer's Mixed Materials Container on the Customer's scheduled Mixed Materials Collection day, in Grantee-provided Carts, one (1) time every other week from Single-Family Customers. Grantee shall transport all Recyclable Materials Collected in accordance with this Section to the Designated Processing Facility for Processing. The Single-Family Base Services Rate, shall include the first 64-gallon Cart of Recyclable Materials Collection service per Single-Family Customer every other week. Grantee shall offer Customers the option to receive an additional 64-gallon Cart, or up to two (2) 96-gallon Carts, and shall charge up to the Rate for such extra service. The list of acceptable materials to be Collected as Recyclable Materials is set forth in Exhibit "D" attached hereto and made a part hereof by this reference. Such list may be modified from time to time by mutual agreement of the County and Grantee.
- D. **Green Bag Yard Trimmings Program.** Upon request from the Departmental Director, Grantee shall implement a Green Bag Yard Trimmings Collection program, which may be available to both Exempt Customers and Non-Exempt Customers. Any adjustment to Rates resulting from such program shall be based on Grantee's proposed Rates for provision of such program, as provided in Exhibit "C", adjusted for changes that have occurred since preparation, including changes to individual cost items. Grantee shall Collect Yard Trimmings which have been placed adjacent to the Customer's Mixed Materials Container on the Customer's scheduled Mixed Materials Collection day, in Customer-provided Green Bags (tied and secured) one (1) time per week from Single-Family Customers. Grantee shall transport all Yard Trimmings Collected in accordance with this Section to the Designated Processing Facility for Processing. Green Bags, when properly placed for Collection in accordance with this Section, shall not be calculated as extra Mixed Materials, which is subject to an additional Rate. Green Bags left out in excess of the allowed four (4) each week will be picked up on that service day and shall be charged the additional Rate for an extra Can. The Green Bag Yard Trimmings program shall be offered from May 1 through October 31 of each year, unless County and Grantee mutually agree otherwise to accommodate an early or late snow season.
- E. **Containerized Yard Trimmings Program for Non-Exempt Customers.** Upon request from the Departmental Director in accordance with Section 6.1.D, Grantee shall provide the services described in this Section to Non-Exempt Customers. Grantee shall implement a Container-based Yard Trimmings Collection program whereby Grantee shall Collect Yard Trimmings which have been placed adjacent to the Customer's Mixed Materials Container on the Customer's scheduled Mixed Materials Collection day, in Grantee-provided Carts, one (1) time every other week from Single-Family Customers, during the timeframe specified in this Section 6.2.E. Grantee shall transport all Yard Trimmings Collected in accordance with this Section to the Designated Processing Facility for Processing. Grantee shall charge Non-Exempt Customers up to the County-approved Rate for this service. Containerized Yard Trimmings Collection service shall be offered from May 1 through October 31 of each year, unless County and Grantee mutually agree otherwise to accommodate an early or late snow season.
- F. **Convenience Dumpsters for Exempt Customers.** In lieu of providing curbside Single-Family Collection services to certain Exempt Customers, Grantee shall Collect Mixed Materials and Recyclable Materials contained in Blue Bags placed for Collection in Convenience Dumpsters in the

areas where Convenience Dumpster service has been established (set forth in Exhibit “B” attached hereto and made a part hereof by this reference), at the subscribed frequency of Collection, but not less than one (1) time per week. Grantee shall transport all Mixed Materials and Recyclable Materials Collected in accordance with this Section to the Designated Processing Facility for Processing. Grantee shall charge up to the County-approved Rate for such service, based on the Container size and frequency of Collection, and shall allocate the Rate to Customers based on the number of Single-Family Customers billed by the County on the tax rolls for that area.

- G. **Christmas Tree Recycling Program.** Grantee shall provide an annual Christmas tree Collection, and Recycling program for household Christmas trees cut to three (3) foot segments and free of foreign matter (e.g. tinsel, flocking, lights, stands, nails) for one (1) week during the month of January at no additional charge to the Customer or County. Grantee will determine which week this service will be provided and provide annual notice to all Customers as indicated in Exhibit “H”. The notice shall include reference to Grantee’s website, detailing schedule and conditions of the tree-Recycling program. Christmas trees placed for Collection by the Customer during weeks other than the specified Collection week shall be subject to an additional Rate.
- H. **Fire Safety Days.** Upon request from the Departmental Director, Grantee shall implement a “Fire Safety Day” Yard Trimmings drop-off event. The Departmental Director shall provide notice to Grantee no less than sixty (60) days prior to the desired event date, and the Parties shall meet and confer to finalize the event date, time, location, and scope. The County shall compensate Grantee directly for provision of this service, or shall permit Grantee to recover the costs of this program through Customer Rates. Any resulting compensation to Grantee or adjustment to Rates shall be based on Grantee’s proposed Rates for provision of such program, as provided in Exhibit “C”, adjusted for changes that have occurred since preparation, including changes to individual cost items. Grantee shall receive Yard Trimmings delivered by Customers, in loads not to exceed three (3) cubic yards by volume, and shall transport all Yard Trimmings received in accordance with this Section to the Designated Processing Facility for Processing. Grantee shall provide all necessary equipment and labor at the location for the receipt and removal of Residential Yard Trimmings. Grantee shall not be required to Collect or receive any materials other than Residential Yard Trimmings through this program. Items not accepted include stumps, C&D, nails, dirt (including sod), rocks, Recyclable Materials, and Mixed Materials. Customers must empty and remove all Containers and/or receptacles used to transport the Yard Trimmings to the event location (including bags). Grantee shall not be required to accept Yard Trimmings in segments greater than four (4) feet long. Grantee may require that Customers participating in Fire Safety Days show identification and proof of residency in the Franchise Area.
- I. **Containerized Food Scraps Program for Non-Exempt Customers.** Upon request from the Departmental Director in accordance with Section 6.1.D, Grantee shall provide the services described in this Section to Non-Exempt Customers. Grantee shall implement a Container-based Food Scraps Collection program. Grantee shall Collect Food Scraps which have been placed in a County-approved receptacle (which may include Carts, Bins, or other containers, as requested by Grantee and approved by the Departmental Director) inside or adjacent to the Mixed Materials Container (pending selection of receptacle type) on the Customer’s scheduled Mixed Materials Collection day, one (1) time per week from Single-Family Customers. Grantee shall transport all Food Scraps Collected in accordance with this Section to the Approved Food Scraps Processing Facility for

Processing. Grantee shall charge Non-Exempt Customers up to the County-approved Rate(s) for this service.

- J. **On-Call Yard Trimmings Bin Service.** Grantee shall provide Single-Family Customers with temporary Yard Trimmings Bin rental service, upon Customer request, and may charge up to the County-approved Rate, for provision of such service. Grantee shall deliver a six (6) cubic yard Bin to a designated location determined by Grantee and Customer, as scheduled by Grantee and Customer, and shall Collect the Bin on the same day of the following week. Scheduling of Yard Trimmings Bin Service will be subject to Bin and route availability, with a target of approximately eight (8) Bins available per month. Such Bins are intended for Yard Trimmings only, and Grantee may charge Customer up to the County-approved Rate for Bins containing Mixed Materials, or other prohibited items. Grantee shall transport all Yard Trimmings Collected in accordance with this Section to the Designated Processing Facility for Processing. Such service shall be offered from May 1 through October 31 of each year (unless County and Grantee mutually agree otherwise to accommodate an early or late snow season).

6.3 Commercial and Multi-Family Collection Service

A. **Mixed Materials Collection.**

1. Exempt Customer Service. Grantee shall Collect Mixed Materials which have been placed at curbside, in a County-approved bear shed, or other County-approved Collection location, in Customer-provided Cans, bags, or bundles, or Grantee-provided Bins, or Drop Boxes. Service is once weekly for Containers other than Bins and Drop Boxes and up to three (3) times per week, but not less than one (1) time per week for Commercial, and Multi-Family Customer Bins, as requested by Customer. Upon County request, the services provided in accordance with this Section may include additional Processing or bag-based systems for recovery of Food Scraps for Diversion, subject to availability of bag-based recovery systems at the Designated Processing Facility. Grantee shall transport all Mixed Materials Collected in accordance with this Section to the Designated Processing Facility for Processing. Grantee shall charge Customers up to the County-approved Rate, for each Customer's selected service level. The Grantee shall not be required to Collect Unacceptable Waste from Commercial, or Multi-Family Customers.
2. Non-Exempt Customer Service. Grantee shall provide Mixed Materials Collection service to Non-Exempt Customers in the same manner as service is provided to Exempt Customers, with the exception that Collection service shall be provided using Grantee-provided Carts, Bins, or Drop Boxes, which shall be provided to Non-Exempt Customers in accordance with Section 21.3.

- B. **Blue-Bag Recycling Program for Exempt Customers.** Grantee shall provide the services described in this Section to Exempt Customers. Grantee shall Collect Recyclable Materials which have been placed inside the Commercial, or Multi-Family Customer's Mixed Materials Container on the Customer's scheduled Mixed Materials Collection day, in Customer-provided Blue Bags (tied and secured). Grantee shall permit Customers subscribing to Mixed Materials Can service to place Blue Bags adjacent to the Mixed Materials Can, rather than inside the Can. In the event that a Commercial or Multi-Family Can Customer places a quantity of Blue Bags adjacent to their Can which exceeds the Customer's total subscribed volume of Mixed Materials Collection service, Grantee may charge such Customer an additional Rate equivalent to fifty percent (50%) of the Customer's current Mixed Materials Collection Rate (for example, if a Customer subscribes to one

(1) 32-gallon Can of Mixed Materials Collection service per week, the Customer may place up to (1) 32-gallon Blue Bag adjacent to the Can, and may be charged for additional Blue Bags placed outside of the Can). Grantee shall transport all Recyclable Materials Collected in accordance with this Section to the Designated Processing Facility for Processing. Each Customer's Mixed Materials Collection Rate shall include Collection of Blue Bags as described in this Section. Blue Bags, when properly placed for Collection in accordance with this Section, shall not be calculated as extra Mixed Materials, which is subject to an additional Rate. The list of acceptable materials to be Collected as Recyclable Materials is set forth in Exhibit "D" attached hereto and made a part hereof by this reference. Such list may be modified from time to time by mutual agreement of the County and Grantee.

- C. **Containerized Recycling Program for Non-Exempt Customers.** Upon request from the Departmental Director in accordance with Section 6.1.D, Grantee shall provide the services described in this Section to Non-Exempt Customers. Grantee shall implement a Container-based Recyclable Materials Collection program. Grantee shall Collect Recyclable Materials placed for Collection in Grantee-provided Carts or Bins one (1) time per week from Commercial and Multi-Family Customers. Grantee shall transport all Recyclable Materials Collected in accordance with this Section to the Designated Processing Facility for Processing. Grantee shall offer Customers the option to receive one (1) or more 64- or 96-gallon Cart(s) and shall charge up to the County-approved Rate, for such service. The list of acceptable materials to be Collected as Recyclable Materials is set forth in Exhibit "D" attached hereto and made a part hereof by this reference. Such list may be modified from time to time by mutual agreement of the County and Grantee.
- D. **Containerized Cardboard Program.** Grantee shall Collect Cardboard placed for Collection in Grantee-provided Bins one (1) time per week from Commercial, and Multi-Family Customers subscribing to such service. Grantee shall transport all Cardboard Collected in accordance with this Section to the Designated Processing Facility for Processing. Grantee shall offer Customers the option to receive one (1) or more 3-, 4-, or 6-cubic yard Bin(s), and shall charge up to the County approved Rate, for such service.
- E. **Construction and Demolition Debris Collection.** Upon Customer request, Grantee shall Collect C&D which has been placed Grantee-provided Bins, or Drop Boxes, as requested by Customer. Grantee shall transport all C&D Collected in accordance with this Section to the Designated Processing Facility for Processing. Grantee shall charge Customers a Rate, which shall not exceed the County-approved Rate, for each Customer's selected service level, and C&D material type (as applicable). The Grantee shall not be required to Collect Unacceptable Waste from C&D Customers.
- F. **Organic Materials Collection.** Upon request from the Departmental Director, Grantee shall implement an Organic Materials Collection program which complies with the requirements of AB 1826. Grantee shall Collect Organic Materials in County-approved receptacles (which may include Carts, Bins, or other containers, as requested by Grantee and approved by the Departmental Director) placed inside or adjacent to the Mixed Materials Container (pending selection of receptacle types) at least one (1) time per week from Commercial, and Multi-Family Customers, and transport all Collected materials to the appropriate Approved Facilities. Separate service offerings may be offered by the Grantee for Food Scraps and Yard Trimmings. For purposes of this Agreement, it is the County's stated intention to seek any and all available exemptions related to AB 1826 for Customers in the Franchise Area. Grantee shall charge up to the County-approved Rate(s),

for such service. Customer Rates shall be based on the Grantee's proposed Rates presented in Exhibit "C", updated to reflect changes that have occurred since the time of preparation, including changes to individual cost items, and with consideration of the remaining Term of the Agreement.

- G. **Containerized Food Scraps Program for Non-Exempt Customers.** Upon request from the Departmental Director in accordance with Section 6.1.D, Grantee shall implement a Container-Based Food Scraps Collection program encompassing the services described in this Section for Non-Exempt Customers. Grantee shall Collect Food Scraps which have been placed in Grantee-provided wildlife resistant Carts or Bins placed adjacent to the Customer's Mixed Materials Container on the Customer's scheduled Mixed Materials Collection day one (1) time per week. Grantee shall offer Commercial and Multi-Family Non-Exempt Customers located within one (1) mile driving distance from the Town of Truckee the option to receive either Cart or Bin service for Food Scraps Collection. Grantee shall offer all other Commercial and Multi-Family Non-Exempt Customers Bin Service for Food Scraps Collection. Grantee shall transport all Food Scraps Collected in accordance with this Section to the Approved Food Scraps Processing Facility for Processing. Grantee shall charge up to the County-approved Rate(s), for such service.

6.4 Processing and Transfer Services

- A. **Processing and Transfer Arrangements.** The Grantee shall deliver all Collected Discarded Materials to the Designated Processing Facility.

B. Materials Processing.

1. Mixed Materials. The Grantee shall have all Mixed Materials Collected in the Franchise Area Processed at the Designated Processing Facility with the goal of recovering Recovered Materials to be Recycled, and minimizing the amount of Residue that is generated and ultimately Disposed. Grantee shall ensure that all Blue Bags, Green Bags, and Yellow Bags are separated from other Mixed Materials prior to further Processing of Mixed Materials.
2. Recyclable Materials. The Grantee shall have all Recyclable Materials Collected in the Franchise Area Processed at the Designated Processing Facility with the goal of recovering Recovered Materials to be Recycled, and minimizing the amount of Residue that is generated and ultimately Disposed. Grantee shall ensure that all Recyclable Materials are Processed separately from Mixed Materials or other materials.
3. Yard Trimmings Processing. The Grantee shall have all Yard Trimmings Collected in the Franchise Area Processed at the Designated Processing Facility with the goal of recovering Recovered Materials, and minimizing the amount of Residue that is generated and ultimately Disposed. Grantee shall ensure that all Yard Trimmings are Processed separately from Mixed Materials or other materials.
4. Food Scraps Processing. The Grantee shall have all Food Scraps Collected in the Franchise Area Processed first at the Designated Processing Facility, and subsequently at the Approved Food Scraps Processing Facility, with the goal of recovering Recovered Materials, and minimizing the amount of Residue that is generated and ultimately Disposed. Grantee shall ensure that all Food Scraps are Processed separately from Mixed Materials or other materials.

5. Construction and Demolition Debris Processing. The Grantee shall have all C&D Collected in the Franchise Area Processed at the Designated Processing Facility with the goal of recovering Recovered Materials, and minimizing the amount of Residue that is generated and ultimately Disposed. Grantee shall ensure that all C&D is Processed separately from Mixed Materials or other materials.

6.5 Yard Trimmings Drop-Off

Grantee shall, at no additional cost, accept up to six (6) cubic yards of Source Separated Yard Trimmings per Single-Family Customer per calendar year delivered to the Designated Processing Facility from May 1 through October 31 (unless County and Grantee mutually agree otherwise to accommodate an early or late snow season). Grantee shall allow Customers to allocate the six (6) cubic yard limit among up to six (6) separate delivery events (for example, up to six (6), one (1) cubic-yard deliveries). Grantee shall Process such Yard Trimmings in accordance with Section 6.4.B.3.

6.6 Pick-up of Illegally Dumped Waste

Grantee shall provide on-demand within two (2) calendar days of County's request, free pick up and Disposal service of Discarded Materials or other wastes which have been illegally discarded or otherwise abandoned by the Generator thereof, at the County's request except where it is economically or technically infeasible to do so. Such service is not intended to include incidental litter and is limited to non-private lands and non-forest service lands. It is also not intended to include the cleanup of an illegal dumpsite with an accumulation of Discarded Materials. Whenever possible, County will utilize available resources to assist the Grantee in recovering the administrative and clean-up costs from the person illegally dumping the Discarded Materials. In any event the Grantee shall not be required to pick up and Dispose of more than twenty (20) cubic yards per Rate Period unless compensated either by the County or the person or persons illegally discarding such waste.

6.7 Clean-Up

Grantee shall clean-up any Discarded Materials dropped or spilled by its employees during Collection or transport activities. Grantee shall not be responsible for cleaning-up unsanitary conditions about the Discarded Materials Containers caused by carelessness of the occupant. If Grantee cleans-up the unsanitary conditions about the Discarded Materials Containers caused by repeated carelessness of the occupant and has notified the Customer of such conditions, Grantee may charge up to the County-approved Rate, for such clean-up services.

6.8 Medical Waste

Grantee shall have the non-exclusive right under this Agreement, but is not obligated to, Collect, transport and Dispose of material defined as Medical Waste herein. Grantee shall negotiate a separate contract and rates for Medical Waste Collection with each individual Customer, which rates shall not require advance County approval but may be reviewed by the County at its discretion at the request of any Medical Waste Customer.

6.9 Hazardous, Special, and Unacceptable Wastes

- A. **Non-Exclusive Collection of Hazardous and Special Wastes.** Grantee shall have the non-exclusive right under this Agreement, but is not obligated to, Collect, transport and Dispose of material defined as Hazardous Substances, and Special Wastes. Grantee shall negotiate separate contracts

and rates for Hazardous Substances and Special Waste Collection with each individual Customer, which rates shall not require advance County approval but may be reviewed by the County at its discretion at the request of any Special Waste Customer.

- B. **Unacceptable Waste.** The Grantee acknowledges its obligation to arrange for the Disposal of Unacceptable Waste that inadvertently comes into its possession or control. The Grantee shall establish all reasonable practices for the screening and elimination of Unacceptable Waste from the waste stream including, but not limited to, the training of personnel and the revision of such practices as necessary to reflect prudent waste screening considered to be good practice in the waste Collection and Disposal industry at the time.

If the Grantee finds what reasonably appears to be discarded Unacceptable Waste at a Collection location, the Grantee, in addition to the procedure outlined in the previous paragraph, shall either:

1. Notify the property owner or Generator, if such can be determined, that the Grantee may not lawfully Collect such waste and leave a tag specifying the nearest location available for such appropriate Disposal; or,
2. Follow such other procedure as the Departmental Director shall approve.

In the event of a threat to the public health and safety, the Grantee shall immediately contact the local fire department. The Grantee shall notify the Deputy Director of such incident within one (1) day.

- C. **Facility Drop-Off.** The Grantee shall collaborate with the Designated Processing Facility to ensure that residents of the Franchise Area have the ability to drop-off Hazardous Substances, E-Waste, sharps, and other forms of household hazardous waste, and waste materials which are typically generated at Residential premises, but which are considered Unacceptable Waste for the purposes of this Agreement, at the Designated Processing Facility, during regular or dedicated facility operating hours.

SECTION 7: GRANTEE'S COMPENSATION

7.1 General

The Grantee's compensation for performance of all its obligations under this Agreement shall be Gross Receipts. Grantee's compensation provided for in this Article shall be the full, entire and complete compensation due to Grantee pursuant to this Agreement for all labor, equipment, materials and supplies, transportation, Processing and Disposal fees, fees due to the County, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. Grantee's profit is not guaranteed, and nothing herein shall obligate the County to provide any compensation to Grantee beyond Gross Receipts.

If Grantee's actual costs, including fees due to the County, are more than Gross Receipts, Grantee shall not be compensated for the difference in actual costs and actual Gross Receipts. If Grantee's actual

costs, including fees due to the County, are less than the actual Gross Receipts, Grantee shall retain the difference.

Under this Agreement, Grantee shall have the right and obligation to establish, charge, and collect from Customers up to the Rates approved by the County pursuant to the County Code for provision of services to Customers. Rates for Rate Period One, which are presented in Exhibit "C", were approved by the County on or before the Effective Date of the Agreement, and were based on Grantee's Proposal, which is included in Exhibit "E". The Rates for Rate Period One shall be effective from the Commencement Date of this Agreement through June 30, 2020. Grantee shall establish and charge Customers up to the Rates established by the County, and shall not offer to provide any service for Rates above those established by the County for a given level of service. Grantee shall consistently apply Rates to all Customers so that Customers with comparable service are charged the same Rates.

Nothing herein shall obligate the County to provide compensation to Grantee other than Gross Receipts in the event that revenues from the sale of Recovered Materials (including CRV revenues) are less than anticipated in Grantee's Proposal or in the event that "processor" or "curbside supplemental" payments are reduced or eliminated by the State of California ("State"). Any such changes in the State payment program shall not be considered a Change in Law under this Agreement.

7.2 Single-Family Base Services Rates

Each month during the Term of this Agreement, the County shall pay to the Grantee the then current Single-Family Base Services Rate multiplied by the number of Single-Family residences placed on the County tax rolls as a parcel charge. As the County fiscal year begins July 1 and property tax bills are not finalized until September, the October payment shall include a retroactive payment for July, August and September. Grantee shall also receive payment for the months of July, August and September prior to the Commencement Date of this contract. Single-Family residences, as defined in Section 2, include duplexes and triplexes, which, for purposes calculating payments in accordance with this Section 7, shall be treated as a single unit, unless otherwise approved in writing by the Departmental Director.

7.3 Other Services Rates

During the Term of this Agreement, Grantee shall collect up to the County-approved Rates for services other than Single-Family Base Services provided to Single-Family, Multi-Family, and Commercial Customers, which have been billed for parcel charges in accordance with Section 7.2, and be solely responsible for collecting such Rates in accordance with the billing requirements of Section 20.

7.4 Annual Rate Adjustment

Effective July 1, 2019 and annually thereafter, Rates shall be adjusted by an amount that reflects the Annual Percentage Change in the PPI (i.e., each Rate shall be multiplied by 1 plus the Annual Percentage Change in PPI). In no event shall the Rates be adjusted by less than zero percent (0%) or more than five percent (5%) in any one year unless approved by the Board of Supervisors. In the event that the Annual Percentage Change in the PPI exceeds five percent (5%) in any year, percentage points above five (5) which are not able to be applied during the current year will be reflected ("rolled-over") in the next scheduled Rate adjustment. Any such amount may only be reflected in the year directly following the year in which it was not able to be reflected in the Rates (rolled-over amounts shall not be cumulative beyond one year, except as otherwise provided in Section 7.6).

On or before April 1 of each year, Grantee shall submit an application requesting the Rate adjustment for the coming year. The application shall present the calculations of the Annual Percentage Change in PPI, and any supporting documentation for the calculations. The application shall also present the Rates for the then-current year and the proposed Rates for the coming year. The County shall review Grantee's Rate application, and such review shall include verification that all calculations have been conducted in accordance with this Agreement. If at any time during the Term of this Agreement, Grantee experiences net cost savings, the cost savings shall be identified in Grantee's Rate application, and reflected as a decrease in Rates.

7.5 Proposition 218 Compliance

Subject to compliance with the notice and public hearing requirements of Proposition 218, if any, the County shall be responsible for approving Rates and parcel charges as described in this Section 7. If at any time during the Term of the Agreement, the Grantee determines the need for a Rate that does not appear on the County-approved Rate schedule in Exhibit "C", Grantee shall immediately notify the County and request establishment of such Rate.

The Parties recognize that both the substantive (i.e. cost-of-service) and procedural (i.e. noticing) requirements of Proposition 218 apply to the parcel charges to be collected under this Agreement and that the application of those requirements may delay the establishment of certain parcel charges beyond the control of either Party. Both Parties shall act in good faith with regard to timely submittals and responses of information required to conduct cost-of-service analysis, Customer noticing, and any other activity required to comply with the requirements of Proposition 218.

7.6 Special Circumstances Rate Adjustments

It is understood that the Grantee accepts the risk for changes in cost of providing services requested by Customers and therefore special circumstance adjustments to Rates shall be limited to: (i) a Change in Law (as defined in Section 2); (ii) an increase or decrease in a direct per ton surcharge, or a new surcharge, assessed on the Collection, transportation, Processing, or Disposal of Discarded Materials by Federal, State or local regulatory agencies after the Effective Date of the Agreement (Surcharge); (iii) an increase in the tipping fee at the Approved Facilities which exceeds the Annual Percentage Change in the PPI; (iv) a County-directed change in scope (pursuant to Section 6.1); (v) a change in operating conditions and/or other circumstances related to Grantee's operations in the Town of Truckee or the County of Placer which directly affect Grantee's cost of route operations in the County; (vi) the Annual Percentage Change in the PPI, combined with the allowable single-year maximum Rate adjustment identified in Section 7.4, results in a cumulative "rolled-over" amount of five percent (5%) or greater that is not otherwise able to be reflected in the Rates (pursuant to Section 7.4); or, (vii) the County requests an increase in the amounts or types of insurance pursuant to Section. If a special circumstances rate adjustment is allowed in accordance with this Section, the Grantee or Departmental Director shall petition the Board of Supervisors for such an adjustment to the Rates (either increasing or decreasing the Rates).

Grantee shall prepare an application, consistent with the content and format used in of the cost proposal element of Grantee's Proposal, for the extraordinary Rate adjustment calculating the net financial effect on its operations (both increases and decreases of costs and revenues) resulting from the specific event in question (but not resulting from unrelated changes in costs and revenues), clearly identifying all assumptions related to such calculations and providing the underlying documentation

supporting the assumptions. Grantee's application shall also include identification of available cost-saving alternatives (including but not limited to tipping fees at alternative Processing and/or Disposal Facilities, as applicable), or documentation that Grantee has attempted and failed to find such alternatives. The Departmental Director shall evaluate the application for reasonableness. As part of that review, the Departmental Director may request access to the financial statements and accounting records related to this Agreement, or shared operations maintained by the Grantee in order to determine the reasonableness of Grantee's application. The County may rely on the Grantee's Proposal and other information available to it as the basis for making reasonable assumptions regarding what those accounting and financial records would have shown and therefore the reasonableness of the Grantee's application.

In the event of such an application for special circumstances rate adjustment, it is understood that the Grantee shall have the burden of demonstrating the reasonableness of the requested adjustment.

The Grantee may appeal the decision of the Departmental Director to the Board of Supervisors, which shall then make the final determination as to whether an adjustment to the Rates will be made, and if a Rate adjustment is permitted, the amount of the Rate adjustment.

With respect to any special circumstances rate adjustment, the Board of Supervisors shall make the final determination as to whether an adjustment to the Rates will be made, and if a Rate adjustment is permitted, the amount of the Rate adjustment. The Board of Supervisors will not unreasonably withhold a special circumstances rate adjustment that is fully and accurately documented by the Grantee and verified by the County.

7.7 Changes in Grantee's Employee Arrangements

In the event the Grantee's employees organize or initiate plans to organize as, or as part of, a collective bargaining unit subject to a collective bargaining agreement, the Grantee may request that the County meet and confer to discuss the potential impact of the collective bargaining agreement on the Rates. If the Rate impact is projected to be in excess of the Rates set annually through the provisions in Section 7.4, the County may agree to increase the Rates in excess of the Rates that would be determined through the regular annual Rate adjustment process to recognize some or all of the Rate impact associated with increased labor-related costs resulting from the collective bargaining agreement. Such a change in Rates shall be subject to the Board of Supervisors final determination as to whether an adjustment to the Rates will be made, and if a Rate adjustment is permitted, the amount of the Rate adjustment.

The County reserves the right to decide, in its sole discretion, that it will not increase Rates in excess of the Rates that are determined through the regular annual Rate adjustment process pursuant to Section 7.4; and, the Agreement shall continue in accordance with the provisions hereunder. In this case, the Parties may agree to an earlier expiration date of the Agreement.

SECTION 8: DIRECTION OF PROCESSING, AND DISPOSAL OF DISCARDED MATERIALS

8.1 County May Control Wastestream

The Parties hereto agree that under this Agreement the County has the right, at its option, to own and/or control the Collection, Processing, Disposal and Diversion of all Discarded Materials, subject to the conditions of this Agreement, including Recyclables ("Wastestream"), generated within the Franchise Area. As part of the rights agreed to herein, the Parties hereto agree that: (i) the County has the right to direct the Wastestream to be Processed, or Disposed at any solid waste facility or in any manner, respectively, the County may designate; and (ii) the County has the right to market and Process Recyclables. If the County directs Grantee to Process, or Dispose of Discarded Materials at a location that is more costly to the Grantee, Grantee may apply for an adjustment to Rates in accordance with Section 7.6.

8.2 County's Jurisdiction

The Parties hereto agree that the County has jurisdiction to regulate the Collection, removal, Processing, and Disposal of all Discarded Materials generated in the Franchise Area. The intent of this Agreement is to regulate Residential, Commercial and Industrial Discarded Materials handling service.

- A. Throughout the Term of this Agreement, unless the County gives notice as provided for herein and subject to the terms of this Agreement, it shall be the Grantee's sole responsibility and duty to Process, or Dispose of the Discarded Materials Collected by virtue of this Agreement and do so in a safe manner and in compliance with Applicable Law. In this connection, the Grantee agrees that it shall Process, or Dispose of all Discarded Materials Collected in the Franchise Area at a Processing, or Disposal facility that is fully licensed and appropriately permitted and, to Grantee's knowledge, is not in violation of any health, safety or Hazardous Substances laws, rules, regulations or orders.
- B. Subject to Section 7.6 above, County shall be entitled to receive or to direct to a third party (i.e., the right of Salvage) the Recyclables Collected by Grantee under this Agreement for purposes of maximizing revenues and controlling Rates and parcel charges, but at its sole discretion may delegate this right to, or waive the same in favor of, the Grantee. Grantee shall not be required by County to deliver Recyclables to any location, which is an unreasonable distance from Grantee's Franchise Area. By entering into this Agreement, the County has temporarily waived its right to Salvage and has delegated such to the Grantee; and such waiver and delegation shall continue until notice in writing by the County to the contrary is given. In the event the County independently wishes to exercise its right to Salvage, the County shall give in writing to Grantee the notice of its intent and said right shall commence and accrue to the County ninety (90) days from the date of said notice. The Salvage rights set forth in this Section specifically are intended to refer to Salvage operations once the Discarded Materials are placed by the Generator in the wastestream.

8.3 Rights Reserved as to Hazardous Substances and Special Wastes

The County reserves the right to contract with other parties to have Hazardous Substances, and Special Wastes Collected, transported, Disposed of, Processed and or Diverted.

SECTION 9: INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

9.1 Indemnification

- A. **General Indemnity.** Subject to Section 9.1.B (which shall control in the event of a conflict or overlap), the Grantee agrees to and shall indemnify, defend, with Counsel acceptable to the County, and hold harmless County, its officers, officials, employees, volunteers, agents and assigns from and against any and all damages (whether special, general or punitive), loss, liability, fines, penalties, forfeitures, claims, demands, actions, proceedings or suits (whether administrative or judicial), in Law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, strict liability, product liability, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with: (i) the operation of the Grantee, its agents, employees, Affiliates and subcontractors, in performing or failing to perform this Agreement; (ii) the failure of the Grantee, its agents, employees, Affiliates and subcontractors to comply in all respects with the provisions of this Agreement, Applicable Laws (including without limitation all environmental laws), ordinances and regulations, and/or applicable permits and licenses; (iii) the acts of Grantee, its officers, employees, agents, Affiliates and subcontractors in performing services under this Agreement (whether or not third parties may also be contributorily negligent); (iv) the acts of the Grantee, its officers, employees, agents, Affiliates and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including without limitation strict liability under environmental laws), subject to the Grantee's right of contribution, if any, against the County; and (v) the Processing, marketing, and end use of Recyclable Materials and Green Waste. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by the negligence of the County, or its officers, employees, agents, or volunteers, except that which is caused by the sole gross negligence or willful misconduct of the County, its officers, employees, agents or volunteers. The Grantee further agrees to and shall, upon demand by the County, at the Grantee's sole cost and expense, defend (with attorneys acceptable to the County) the County, its officers, employees, agents and volunteers against any claims, actions, suits, or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any events described in this paragraph. The Grantee's duty to defend, indemnify and hold County harmless shall include without limitation payment of all costs, reasonable attorneys' fees, fines and penalties arising out of any claim, loss, liability, or damage set forth above. The provisions of this paragraph survive the expiration or termination of this Agreement.
- B. **Diversion Indemnity.** To the extent permitted by PRC Section 40059.1, to the extent noncompliance is caused by the Grantee's breach of or noncompliance with a provision of this Agreement, and to the extent that the County has adopted and enforces ordinances to ensure the Grantee has control over as much of the Discarded Materials, including Recyclable Materials, generated or Disposed of in the Franchise Area (including without limitation measures such as mandating that Residential and Commercial Customers use the Grantee's Diversion services) as reasonably possible, the Grantee agrees to protect and defend the County, and to defend, indemnify and hold harmless the County from and against all enforcement actions, fines or penalties imposed by the State of California or any federal or local agency, or any claim or action brought by any third party, if the waste Diversion mandates specified in the California Public Resources Code within the Franchise Area are not met by the County with respect to the Discarded Materials Collected by the Grantee under this Agreement.

To the extent permitted by PRC Section 40059.1 and to the extent noncompliance is not caused by the County's breach of or noncompliance with a provision of this Agreement, Grantee shall defend, indemnify and hold County harmless from and against any and all claims, actions, demands, litigation, enforcement actions, fines or penalties for failure to meet or exceed the County's current rate of Diversion within the Franchise Area following the first anniversary of the Effective Date of this Agreement.

- C. **Unacceptable Waste Indemnity.** Grantee acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. Grantee shall not store, transport, use, or Dispose of any Unacceptable Waste except in strict compliance with all Applicable Laws.

In the event that Grantee negligently or willfully mishandles Unacceptable Waste in the course of carrying out its activities under this Agreement, Grantee shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, Grantee shall first obtain the County's approval of any proposed investigatory or remedial action. Should Grantee fail at any time to promptly take such action, the County may undertake such action at Grantee's sole cost and expense, and Grantee shall reimburse the County for all such expenses within thirty (30) days of being billed for those expenses. These obligations are in addition to any defense and indemnity obligations that Grantee may have under this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

Notwithstanding the foregoing, Grantee's duties under this subsection shall not extend to any claims arising from the Disposal of Mixed Materials, including, but not limited to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) unless such claim is a direct result of Grantee's negligence or willful misconduct.

- D. **Environmental Indemnity.** Grantee shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of Grantee in handling Unacceptable Waste.
- E. **Indemnity Related to AB 939, AB 341, AB 1826, and SB 1383.** Grantee's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 are not met by the Grantee with respect to the waste stream Collected under this Agreement and/or Grantee's other obligations under this Agreement, and such failure is: (i) due to the failure of Grantee to meet its obligations under this Agreement; or, (ii) due to Grantee delays in providing information that prevents Grantee or the County from submitting reports to regulators in a timely manner. Such duty to indemnify shall also be subject to the conditions and limitations set forth in Public Resources Code Section 40059.1 as though such Section applies to each of AB 939, AB 341, AB 1826, and SB 1383.
- F. **Indemnity Related to Proposition 218.** Should there be a Change in Law or a new judicial interpretation of Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution (commonly Proposition 218), which impacts the Rates for the Collection services established in accordance with this Agreement, Grantee shall meet and confer with the County to discuss the impact of such Change in Law on either Party's ability to perform under this Agreement.

If, at any time, a Rate adjustment determined to be appropriate by both the County and Grantee to compensate Grantee for increases in costs as described in this Agreement cannot be implemented for any reason, Grantee shall be granted the option to negotiate with the County, in good faith, a reduction of services equal to the value of the Rate adjustment that cannot be implemented. If the County and Grantee are unable to reach agreement on such a reduction in services, then Grantee may terminate this Agreement upon one hundred eighty (180) days' prior written notice to the County, in which case the Grantee and the County shall each be entitled to payment of amounts due for contract performance through the date of termination.

Should a court of competent jurisdiction determine that the Grantee cannot charge and/or increase its Rates for charges related to any new or increased Franchise Fees, or other fees and/or charges, Grantee shall reduce the Rates it charges Customers a corresponding amount and shall discontinue payment of any new or increased Franchise Fee, other fees and/or charges which have been invalidated by the court.

This provision will survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by the County to contribution or indemnity from third parties.

9.2 Insurance

Policy endorsement of all insurance, approved as to form by County's Risk Manager, shall be filed with the County's Risk Manager within ten (10) days after the execution of this Agreement. County shall be named as endorsement holder. Form of all policies shall be reasonably approved by County's Risk Manager. Such policy or policies shall contain a provision stating that such insurance is primary coverage and will not be canceled by the insurer except after filing with the County thirty (30) days written notice of any proposed cancellation. If the insurance required herein lapses, Grantee shall be deemed in default of this Agreement.

County reserves the right to increase amounts or types of insurance in the future as County insurance requirements may change, in which case the Grantee shall be entitled to a Rate adjustment to cover the cost difference pursuant to Section 7.6.

A. Schedule of Required Insurance:

1. Workers Compensation Insurance: Statutory amount.
2. Commercial General Liability Insurance (bodily injury, personal injury, property damage and including contractual liability insurance, completed operations and products liability insurance): \$2,000,000.
3. Business or Commercial Automobile Liability Coverage (bodily injury liability, property damage liability, uninsured motorist protection and including non-owned and hired automobile liability): for a limit of \$1,000,000 and shall include Pollution Liability Coverage arising out of the upset or overturn of or damage to an insured vehicle.
4. County as Additional Insured:

Nevada County shall be named as additional insured on the General Liability, Auto Liability and Environmental Liability Insurance Endorsements.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this Agreement.

At all times, Grantee keep and maintain in full force and effect throughout the duration of this Agreement, policies of insurance required by this Agreement which policies shall be issued by companies with a Best's Rating of A or higher (A, A+ or A++), according to the current Best's Key Rating Guide, unless otherwise approved by the County Board of Supervisors, following review by County Counsel and County Risk Manager. The occurrence of the Best's Rating of any of Grantee's policies of insurance required by this Agreement falling below the rating required by this paragraph shall be considered material breach of this Agreement.

9.3 Performance Bond

Grantee, upon execution of this Agreement, shall provide the County with a performance bond in the amount of One Hundred Thousand Dollars (\$100,000), and may be in the form of either a performance bond or an irrevocable letter of credit subject to approval by the County that shall be due and payable to reimburse the County for any losses sustained in the event of default or failure of the Grantee to perform as set forth herein

SECTION 10: TERM

10.1 Term of Agreement

The Term of this Agreement is from the Commencement Date of July 1, 2019 through June 30, 2029 and shall continue in full force for a period of ten (10) years, unless earlier terminated pursuant to this Agreement. The Agreement may be extended in accordance with Section 10.2 or terminated pursuant to Section 10.3, or Section 12.

10.2 Option to Extend

This Agreement may be extended without amendment for a period of up to one (1) year at the County's sole option, and/or upon mutual agreement by both Parties, for a period of no more than three (3) additional years for a total Term that does not exceed thirteen (13) years. If the County desires to extend the Agreement, the County shall provide the Grantee with written notice of its desire to extend the Agreement at least one hundred eighty (180) days before the expiration of the Term. Such notice by the County shall specify the desired duration of the extension. In such case, Grantee will respond within thirty (30) days of receipt of such request, accepting or rejecting the County's request to extend. Any other extensions to this Agreement shall be made by an amendment to this Agreement, approved by both Parties.

10.3 Early Termination for Assignment

Grantee acknowledges that this Agreement involves rendering a vital service to County's residents and businesses, and that County has selected Grantee to perform the services specified herein based on Grantee's experience, skill and reputation for conducting services required under this Agreement in a

safe, effective and responsible fashion, at all times in keeping with Applicable Law, regulations and best Discarded Materials and Diversion management practices. The County has relied on each of these factors, among others, in choosing Grantee to perform the services under this Agreement for the period of time identified as the Term in Section 10.1. In the event that Contactor requests, and County approves assignment of this Agreement in accordance with Section 11, the Term shall be reduced by three (3) years.

SECTION 11: AGREEMENT TRANSFERABLE; COUNTY CONSENT REQUIRED

- A. **Consent of the County Required.** This Agreement shall not be transferred, sold, pledged, hypothecated, leased, or assigned, nor shall any of the rights or privileges herein be transferred, sold, pledged, hypothecated, leased, or assigned, either in whole or in part, nor shall title hereto or thereto, either legal or equitable, or any right, interest or property herein or therein, pass to or vest in any Person, except the Grantee, either by action or inaction of the Grantee, or by operation of law, without the prior written consent of the County, which may be withheld or delayed in its sole and absolute discretion.

The Grantee shall provide written notice of any request to assign or transfer this Agreement no less than one hundred and fifty (150) days prior to the requested assignment effective date, and shall provide the County with any information requested by the County in connection with the proposed transfer, including but not limited to information regarding the general business qualifications of the proposed assignee, as well as its ability to perform the Collection Services and a statement of its financial condition. The Grantee's notice of intention to assign this Agreement shall contain a statement of the allocation of dollars in the consideration to be paid by the assignee to the Grantee for (a) goodwill, (b) equipment, and (c) any other asset transfer which has any connection with said assignment, all as agreed upon by the Grantee and the assignee. The notice shall also contain a statement showing the method of payment for the consideration and whether the Grantee proposes to hold some security interest as security for the payment of the unpaid balance of the consideration.

The County shall respond to any such request within ninety (90) days after receipt of any information requested by the County pursuant to the preceding sentence, with the exception that County shall have no obligation to consider or review requests for assignment that would take effect three (3) years prior to the then-current expiration date (to account for early termination in the event of assignment pursuant to Section 10.3). The Grantee acknowledges that, prior to approving such a transfer, the County must find that such a transfer is in the best interests of the public health, safety, and general welfare. Any attempt by the Grantee to effectuate any of the foregoing without such consent of the County shall be null and void, and any effectuation of any of the foregoing without such consent of the County shall constitute an event of default resulting in the immediate termination of this Agreement as provided in Section 12.

- B. **Consolidation, Merger, Sale, Transfer, and Change in Control.** Subject to the provisions of Section 11.A above, the Grantee shall not, without the prior written consent of the County which may be withheld or delayed in its sole and absolute discretion, consolidate with or merge with another

entity or permit one (1) or more other entities to consolidate with or merge into it unless such entity(ies) is (are) an Affiliate(s).

- C. **Transfer of Voting Stock.** The County's prior written consent, which may be withheld or delayed in its sole and absolute discretion, shall be required for the sale or transfer by any means, whether by agreement or by operation of law (including transfers resulting from death, bankruptcy or divorce), of any of the voting stock of the Grantee. Notwithstanding the above, any such transaction between Grantee and an Affiliate shall not be considered an assignment or transfer for purposes of this Section 11, and the County's consent to such transaction is not required.
- D. **Reimbursement of Cost Related to Assignment Review.** If the Grantee requests the consent of the County for any transaction described in Section 11 hereof (except for those transactions permitted in subsections B., C., and F.), the proposed assignee, as a condition of assignment, shall reimburse the County for all costs and expenses incurred by the County in reviewing, examining, and analyzing the request, including all direct and indirect administrative expenses of the County and consultants and attorney's fees and expenses (provided that County shall notify and agrees to meet with Grantee if County reasonably believes that such costs will exceed seventy-five thousand dollars (\$75,000)). Along with its written request for the review of the assignment, Grantee shall remit to County an assignment review fee in the amount of twenty thousand dollars (\$20,000) which shall be intended to compensate the County for the costs of its review of the requested assignment. Such fee shall not be refundable to the Grantee in the event that the County determines, in its sole discretion, that the proposed assignment is unacceptable. In the event that the County's total costs for the review of the assignment exceed twenty thousand dollars (\$20,000) the assignee shall compensate the County for its actual and reasonable costs within thirty (30) days of receiving the County's invoice. Such costs shall be supported with evidence of the expense or cost incurred.
- E. **Transfer Fee.** On the date the County approves the Grantee's written request for an assignment, Grantee shall pay the County a transfer fee in the amount of one percent (1%) of the Grantee's Gross Receipts for the most-recently completed Rate Period. The County's approval of such an assignment shall be conditioned on the receipt of the transfer fee.
- F. **Exempt Transfers.** Notwithstanding any provision herein to the contrary, a transfer of voting stock (i) from a stockholder in Grantee to an Affiliate who is an Affiliate on the date of execution of this Agreement, (ii) between a stockholder in Grantee and any member of his or her immediate family (e.g. parents, siblings, children, spouses), (iii) between members of the same immediate family, or (iv) from a stockholder in Grantee to a trust, testamentary or otherwise, does not require the prior written consent of the County and is not subject to any requirement herein for submittal of information, reimbursement of costs or the transfer fee.
- G. **Transfer to Truckee.** Notwithstanding any other provision herein, the County reserves the right to transfer this Agreement to the Town of Truckee at its sole discretion upon ninety (90) days advance written notice to Grantee, unless a shorter period is approved by Grantee. Under such circumstances the terms and conditions of this Agreement would remain unchanged, with the exception that any proposed changes by the Town of Truckee would be addressed in accordance with Section 6.1 and Section 7.6. Under such circumstances any out-of-pocket costs directly attributable to the transfer incurred by Grantee will be reimbursed to Grantee by the County.

SECTION 12: DEFAULT, REMEDIES, AND TERMINATION

12.1 Default and Remedies

A. **Events of Default.** Each of the following shall constitute an event of default:

1. Any transaction, without any requirement of notice or cure opportunity, attempted or completed, not complying with the requirements of Section 11 of this Agreement.
2. The failure by the Grantee for any reason to deliver to the Approved Facilities the appropriate streams of all Discarded Materials Collected by the Grantee.
3. Any criminal conviction, plea bargain, or settlement, without any requirement of notice or cure opportunity, of Grantee, or any of its officers, managers, or employees related directly or indirectly to performance of this Agreement or any other agreement held with the County. A criminal conviction shall be defined as a criminal conviction, plea bargain, or settlement, from a court, municipality or regulatory agency of competent jurisdiction based on acts taken in his, her or its official capacity on behalf of Grantee with respect to:
 - a. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to municipal Discarded Materials services of any kind (including Collection, hauling, Transfer, Processing, composting or Disposal), including this Agreement or any amendment thereto; or,
 - b. Bribery or attempting to bribe a public officer or employee of a local, State, or federal agency; or,
 - c. Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or,
 - d. Unlawful Disposal of Hazardous Substances, or designated waste, the occurrence of which any employee of Grantee knew or should have known; or,
 - e. Violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practices laws, including with respect to inflation of Mixed Materials Collection, transportation, Processing fees, or Disposal fees; or,
 - f. Violation of securities laws; or,
 - g. Felonies.
4. The written admission by the Grantee that it is bankrupt, or the filing by the Grantee of a voluntary petition under the Federal Bankruptcy Code, or the consent by the Grantee or either Guarantor to the appointment by a court of a receiver or trustee for all or a substantial portion

of its property or business, or the making by the Grantee of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary, regardless of how designated, of all or a substantial portion of the Grantee's property or business.

5. The final adjudication of the Grantee as bankrupt after the filing of an involuntary petition under the Bankruptcy Act, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Grantee nor until the order of the adjudication is no longer appealable.
 6. The failure of the Grantee to provide or maintain the Performance Bond required pursuant to Section 9.3 hereof.
 7. Any failure by the Grantee to comply with Applicable Law, including the County Code.
 8. Failure of the Grantee to timely implement the operational changes and adjusted Rates resulting from the Change in Law or County-directed change in scope. The Grantee shall have thirty (30) days after notice of breach from the County to implement the operational changes. Should the Grantee thereafter not implement the operational changes, it shall be in default of this Agreement. In addition to being liable for all damages and penalties to the County resulting from such default, the County may terminate this Agreement in accordance with Section 12.1.D.
 9. Failure or refusal of the Grantee to perform any term, covenant, obligation or condition in this Agreement.
 10. Failure of the Grantee to provide or maintain in full force and effect the worker's compensation and liability coverage pursuant to Section 9.2, or fails to provide indemnification as required by Section 9.1.
- B. **Notice of Default.** Upon a determination by the Departmental Director that an event of default has occurred, and except as set forth herein, the Departmental Director shall give written notice to the Grantee, describing a specific failure or refusal to perform by Grantee which will, unless corrected, constitute a material breach of this Agreement on the part of the Grantee and which will, in the County's opinion, give the County a right to terminate this Agreement for cause under this Section unless such default is corrected within thirty (30) days (or longer time period at the sole discretion of the Departmental Director). Notwithstanding the foregoing, Grantee shall not be entitled to the 30-day cure period for any violations of paragraphs 1, 3, 4, or 5 above, or for a violation of paragraph 8 following the 30-day period set forth therein. Any event of default under Section 12.1.A which results in Grantee's failure to perform service, and/or creates a public health and safety concern, shall be subject to a fifteen (15) day cure period if the opportunity to cure is available for such breach, in accordance with this Section (for violations of paragraphs 1, 3, 4, and 5 notice is still required, but there is no option to cure).
- C. **Cure of Events of Default.** Grantee shall, within the 30-day cure period described in paragraph B, either correct or develop an action plan for correcting such breach or refusal to perform, to be approved by the Departmental Director. If Grantee has timely submitted an action plan to correct such default within a reasonable period of time, and the action plan has been approved by the Departmental Director, Grantee's act or omission shall not constitute an event of default for as long

as the Grantee remains in compliance with the action plan and continues to take such steps to correct such default in a timely manner.

- D. **Right to Terminate Upon Default.** Not less than ten (10) days after providing written notice to the Grantee, and following the expiration of the cure period described in paragraph B if applicable, the County Board of Supervisors shall conduct a hearing to determine if termination of the Agreement is in the best interests of the public health, safety, and general welfare of the citizens of the County. If the County Board of Supervisors makes such a determination, and the Grantee has not challenged, in accordance with Article 13, the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement, the Grantee shall be deemed to have waived any right it may have under Applicable Law to notice of termination in excess of those notice provisions explicitly set forth herein. The Departmental Director may elect to suspend the Agreement following the event of default until such time as the County Board of Supervisors determines whether the Agreement shall be terminated.
- E. **County's Remedies Cumulative: Specific Performance.** The County's right to terminate this Agreement under this Section 12.1 is not exclusive, and the County's termination of the Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the County may have, including but not limited to specific performance, and fees and expenses incurred by or on behalf of the County in enforcing payment or performance of the Grantee's obligations hereunder if such non-performance results in a judicially determined event of default by the Grantee.
- F. **Possession of Property upon Termination or Suspension.** In the event of termination or suspension for default pursuant to Section 12.1.D, the County shall have the right to take possession of any and all of Grantee's equipment and other property used or useful in the Collection, transportation, Processing, and Disposal of Discarded Materials and the billing and collection of fees for these services and to use such property. The County shall have the right to retain the possession of such property until such time as Grantee remedies the default or substitute services can be provided by another contractor. If the County retains possession of Grantee's equipment or other property after the period of time for which Grantee has already been paid by means of bills issued in advance of providing service for the service involved, the Grantee shall be entitled to the reasonable rental value of such property (which shall be offset against any damages due the County for the Grantee's default). Grantee shall furnish the County with immediate access to all of its business records related to its Customers and billing of accounts for Collection Services.

12.2 Liquidated Damages

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

or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

- B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent, reliable Collection services are of utmost importance to the County and that County has considered and relied on Grantee's representations as to its quality of service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Grantee fails to achieve the performance standards, or fails to submit required documents in a timely manner, County and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which County will suffer. Therefore, without prejudice to County's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in Exhibit "F" of this Agreement and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Grantee agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Performance Standards and Liquidated Damages, Exhibit "F".

Before assessing Liquidated Damages, County shall give Grantee notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. County may review (and make copies at its own expense) all information in the possession of Grantee relating to incident(s) and/or non-performance. County may, within ten (10) business days after issuing the notice, request a meeting with Grantee. County may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. Departmental Director will provide Grantee with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 12.2. The decision of Departmental Director shall be final and Grantee shall not be subject to, or required to exhaust, any further administrative remedies.

- C. **Amount.** County may assess Liquidated Damages for each calendar day or event, as appropriate, that Grantee is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit "F". In no case shall the amount of Liquidated Damages exceed one thousand two hundred and fifty dollars (\$1,250) per calendar quarter, or five thousand dollars (\$5,000) per annum. In all cases, both Parties agree to address and work towards correcting the underlying issue(s) in good faith. It is the County's obligation to review Grantee's performance and notify Grantee of any potential Liquidated Damages performance issues in a timely manner. At any point in time, Liquidated Damages may not be assessed stemming from activities occurring before one (1) fiscal year prior to the fiscal year in which notification is made.
- D. **Timing of Payment.** Grantee shall pay any Liquidated Damages assessed by County within ten (10) business days of the date the Liquidated Damages are assessed, subject to Grantee's right to challenge such assessment as set forth in Section 12.2.C. If they are not paid within the ten (10)

business day period, County may proceed against the performance bond required by the Agreement, order the termination of the rights or “franchise” granted by this Agreement, or all of the above.

12.3 Uncontrollable Circumstances

A. **Uncontrollable Circumstance Defined.** For purposes of this Agreement, an “Uncontrollable Circumstance” means only one (1) or more of the following specified acts, events, or conditions, whether affecting the operating equipment, the Approved Facilities, the County, or the Grantee, to the extent that it materially and adversely affects the ability of the Grantee to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control, and is not also the result of the willful or negligent act, error, or omission or failure to exercise reasonable diligence on the part of the Grantee, provided however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of the Grantee:

1. An act of God (but not including reasonably anticipated weather conditions for the Franchise Area), hurricane, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance.
2. A Change in Law (as defined herein).
3. Preemption of materials or services by a governmental body in connection with a public emergency or any condemnation or other taking by eminent domain of any portion of the operating equipment.
4. The first seven (7) days of a strike, work stoppage, or other labor dispute or disturbance by employees of the Grantee or any of subcontractor in connection with the operating equipment or the Collection Services, provided the Grantee has implemented a contingency plan satisfactory to the Departmental Director.

It is specifically understood that only the acts or conditions specified above shall constitute Uncontrollable Circumstances. Without limiting the generality of the foregoing, the Parties acknowledge that none of the following acts or conditions shall constitute Uncontrollable Circumstances:

1. General economic conditions, interest or inflation rates, currency and commodity market fluctuations or changes in the cost or availability of fuel, commodities, supplies, or equipment;
2. Changes in the financial condition of the County, the Grantee, or any of its Affiliates, or any subcontractor affecting their ability to perform their obligations;
3. The consequences of errors, neglect, or omission by the Grantee, any of its Affiliates, or any subcontractor of any tier in the performance of the Collection Services;
4. The failure of the Grantee to secure patents or licenses in connection with the technology necessary to perform its obligations hereunder;

5. Union work rules, requirements, or demands which have the effect of increasing the number of employees employed in connection with the operating equipment, or otherwise increase the cost to the Grantee of operating and maintaining the operating equipment or providing the Collection Services;
6. Any strikes, work stoppages, lock-outs, or other labor disputes or disturbances by employees of the Grantee or any of subcontractors in connection with the operating equipment or the Collection Services and which last beyond seven (7) days;
7. Any failure of any subcontractor to furnish labor, materials, service, or equipment for any reason;
8. Vehicle or equipment failure;
9. Any impact of prevailing wage law, customs, or practices on the Grantee's construction or operating costs; or,
10. Any act, event, or circumstance occurring outside of the United States.

- B. **Excuse from Performance.** In the event that a Party is prevented from performing its obligations under this Agreement by an Uncontrollable Circumstance, it shall not constitute an event of default of this Agreement, so long as the Party in good faith has used its best efforts to perform its respective obligations.

The Party claiming excuse from performance shall, within five (5) days after such Party has notice of the effect of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Specifically, such information shall include the following:

1. The Uncontrollable Circumstance and the cause thereof (to the extent known);
2. The date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, and the estimated time during which the performance of such Party's obligations hereunder will be delayed;
3. Its estimated impact on the other obligations of such Party under this Agreement; and,
4. Potential mitigating actions which might be taken by the Grantee or County and any areas where costs might be reduced and the approximate amount of such cost reductions.

While the delay continues, the Grantee or County shall give daily notice to the other Party updating the information previously submitted.

In the event that either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

- C. **County's Right to Terminate.** The partial or complete interruption or discontinuance of the Grantee's services caused by one (1) or more of the events described in this Section 12.3 shall not

constitute a default by the Grantee under this Agreement. Notwithstanding the foregoing, however, if the Grantee is excused from performing its obligations hereunder because of any Uncontrollable Circumstance for a period of thirty (30) days or more, the County shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving sixty (60) days' notice.

- D. **Work Stoppages.** Notwithstanding anything in this Agreement to the contrary, any strikes, work stoppages, or other labor disputes or disturbances by employees of the Grantee or any of the Grantee's subcontractors in connection with Grantee's operating equipment, facilities, or the Collection Services and which last beyond seven (7) days shall not constitute an event of default under Section 12.1.A, subject to the next paragraph.

However, in the event of such occurrence described in the preceding paragraph that lasts beyond seven (7) days and which prevents or diminishes the ability of Grantee to Collect, transport, Process, and Dispose of any or all the Discarded Materials which it is obligated under this Agreement to Collect, transport, Process, or Dispose of for a period of more than seventy-two (72) hours and the Departmental Director, in his or her discretion, finds that such accumulation endangers or menaces the public health, safety or welfare, then County shall have the right, upon twenty-four (24) hours' notice to Grantee, to find the Grantee in default and to contract with any other third parties to Collect and transport any and all Discarded Materials which Grantee would otherwise be obligated to Collect and transport pursuant to this Agreement. In such event, Grantee shall fully cooperate with County and its third-party contractor to effect such transfer of operations in as smooth and efficient a fashion as is practicable. All costs, fees, rates or other expenses incurred by County and/or its third-party contractor that exceed those that would have been incurred by County had no such emergency arisen shall be the responsibility of the Grantee and shall be paid to County within thirty (30) days of receipt of written notice to pay.

12.4 Right to Demand Assurances of Performance

If the County believes in good faith that the Grantee's ability to perform under the Agreement has been placed in substantial jeopardy by one (1) of the events enumerated below, the Departmental Director may, at their option and in addition to all other remedies the County may have, require that Grantee provide Departmental Director with sufficient proof that none of the events enumerated below will, in fact, impair Grantee from performing its obligations under the Agreement:

- A. Grantee is the subject of any labor unrest, including work stoppages or slowdown, sick-out, picketing, lock-out, or other concerted job action;
- B. Grantee appears, in the reasonable judgment of the County, to be unable to regularly pay its bills as they become due; or,
- C. Grantee is the subject of a civil or criminal judgment or order entered by a Federal, State, regional, or local agency for violation of an environmental law.

If the Grantee fails or refuses to provide to the County adequate information to establish its ability to perform within thirty (30) days, such failure or refusal shall be an event of default for purposes of Section 12.1.A.

12.5 Waiver of Defenses

In order to ensure the non-interruption of a vital public service, except as provided in Section 12.3, the Grantee acknowledges that it is solely responsible for providing the services described herein, and hereby irrevocably waives the following defenses to the payment and performance of its obligations under this Agreement: any defense based upon failure of consideration, contract of adhesion, impossibility or impracticability of performance, commercial frustration of purpose, or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency that may be a basic assumption of the Grantee with regard to any provision of this Agreement.

12.6 Further Assurance

Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 13: RESOLUTION OF DISPUTES

Should a dispute arise with respect to the performance and obligations of the Parties hereunder, at any time during the Term of this Agreement, the provisions of this Section shall apply. Either Party shall give the other written notice of such dispute. Such notice shall specify a date and location for the Parties to meet and confer in good faith to resolve any dispute that may arise. In the event such dispute cannot be resolved by the Parties themselves within thirty (30) days of such notice, either Party may propose the appointment of a mediator. If the other Party is in agreement, both Parties may refer the matter in dispute to such mediator for advice and non-binding mediation. If the mediator is unable, within thirty (30) days thereafter, to reach a determination as to the matter in dispute in a manner acceptable to the Parties hereto, the matter may be referred by either Party to the County Board of Supervisors, and subsequently, to a court of competent jurisdiction. Each Party shall bear its own costs and expenses related to resolution of disputes as described herein.

SECTION 14: RIGHTS OF COUNTY TO PERFORM DURING EMERGENCY

- A. Should Grantee, for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 12.3, refuse or be unable to Collect, transport, Process, and Dispose of any or all the Discarded Materials which it is obligated under this Agreement to Collect, transport, Process, and Dispose of for a period of more than seventy-two (72) hours, and if as a result thereof, Discarded Materials should accumulate in County to such an extent, in such a manner, or for such a time that the Departmental Director, in the exercise of his sole discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event County shall have the right, upon twenty-four (24) hour prior written notice to Grantee, during the period of such emergency, to contract on a temporary basis with third parties to Collect and transport any and all Discarded Materials, which Grantee would otherwise be obligated to Collect and transport pursuant to this Agreement.

- B. Grantee agrees that in such an event it will fully cooperate with County and its third-party contractor to effect such a transfer of operations in as smooth and efficient a fashion as is practicable.
- C. All costs, fees, rates and other expenses incurred by the County and/or its third-party contractor that exceed those in effect or being incurred or which would have been incurred had no such emergency arisen shall be the responsibility of the Grantee and shall be paid to the County within thirty (30) days of Grantee's receipt of written notice to so pay.

SECTION 15: PRIVACY

- A. Grantee shall use all reasonable efforts to observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's Discarded Materials shall not be revealed to any person, private agency or company, unless upon the request of federal or state law enforcement personnel, the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Grantee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by Applicable Law or any other reports requested by the County under the Agreement or required or requested by any governmental agency.
- B. Grantee shall not market or distribute outside the normal course of its business, mailing lists with the names and addresses of Customers.

SECTION 16: RECORDS AND ACCOUNTING

16.1 Maintenance and Audit of Records

The Grantee shall maintain in its principal office full and complete financial statements and accounting records for operations under this Agreement. Grantee shall account for revenues received and expenses incurred as a result of this Agreement separate from the accounting for other operations performed by Grantee or its Affiliates. Grantee shall also account for revenues and expenses related to services for which Grantee maintains an exclusive right under this Agreement separate from the accounting of services provided under this Agreement for which Grantee does not have an exclusive right. Gross Receipts derived from the services performed under this Agreement, whether such services are performed by the Grantee or by a subcontractor, shall be recorded as revenues in the accounts of the Grantee. Upon demand, the Grantee shall permit the Departmental Director to examine and audit the books of the account of the Grantee related to this Agreement, including any costs shared with the other jurisdictions, at any and all reasonable times for the purpose of: (i) confirming Grantee's billings; and/or (ii) for the purposes of confirming information presented related to adjustments to Rates. Upon request, the Grantee shall allow the Departmental Director to examine the reports of Gross Receipts and the invoices pertaining to any fee or charge approved by the Board of Supervisors for services provided under this Agreement. Such request shall be made at reasonable times and with reasonable notice. The County will make efforts to hold all sensitive business information provided, including competitive costing information, confidential, to the extent reasonably possible in achieving the intended purposes.

In the event that Grantee requests a special circumstance rate adjustment in accordance with Section 7.6, such records shall be subject to review at any reasonable time by an independent third party in accordance with appropriate professional standards, and inspection, for the primary purpose of reviewing changes in costs to the Grantee attributable to the special circumstance request. The Departmental Director shall select the independent third party as well as the scope of work for such review. The independent reviewer shall provide any and all drafts of its review to the County and the Grantee. To the extent that the Grantee bears any out-of-pocket costs associated with the third-party review of a request demonstrated to have been reasonable per Section 7.6, the Grantee's costs will be reimbursed, either by direct payment from the County or via inclusion within the Rates, with the method of reimbursement determined at the County's discretion. In the event the review is requested by the Grantee as the result of the County's modification in the scope of services provided by Grantee pursuant to Section 6.1 of this Agreement, Grantee will not bear the cost of the County's review.

The Grantee shall maintain and preserve all cash, billing, and Disposal records throughout the Term of this Agreement and for a period of not less than three (3) years following expiration or early termination of the Agreement. The Grantee shall obtain, within one hundred twenty (120) days of a request by the Departmental Director: complete, independently reviewed financial statements for the prior calendar year for the company as a whole, including its balance sheet, statement of revenues and expenses, and statement of changes in cash position; and provide all such resulting statements, reports, and findings to the Departmental Director. In the event that the Departmental Director requests Grantee's financial statements at a time when the final version is not available, Grantee shall provide the financial statements in draft form, shall indicate when the final version will be available, and shall provide the final version to the Departmental Director at such time as they are available. In the event that Grantee

submits draft financial statements to the Departmental Director, Grantee shall also provide the final financial statements from the year prior to the pending financial statements.

16.2 Confidentiality

The County agrees to hold financial statements delivered pursuant to this Section as confidential and shall not disclose the same unless and to the extent disclosure is required pursuant to Applicable Law.

SECTION 17: REPORTS AND ADVERSE INFORMATION

17.1 Reporting

Grantee shall submit reports, at a minimum, as described in Exhibit “G”. Grantee shall submit quarterly reports within thirty-one (31) calendar days after the end of each calendar quarter. Grantee shall submit annual reports no later than the last day of the third calendar month following the end of each calendar year (or alternatively at the end of each operating year, at the County’s direction). In the event that the County requires annual report data in advance of the timeline identified herein in order to comply with Applicable Law, Grantee shall work with the Departmental Director to provide such data in a timely manner. Grantee may propose report formats that are responsive to the objectives and audiences for each report, provided that all necessary report content is included, and both Parties will meet and confer at the inception of the Agreement to finalize the applicable reporting formats, prior to the first reporting submission(s). The format of each report shall be approved by the Departmental Director and such approval shall not be unreasonably withheld. The Departmental Director may, from time to time during the Term, review and request changes to Grantee’s report formats and content and Grantee shall not unreasonably deny such requests. Upon receipt of reports, County shall provide confirmation of receipt within seven (7) days.

The Grantee shall maintain on file, at its business premises, documentation setting forth its routing and Collection system, a list or computer database of all Collection locations in the County, organized alphabetically or by address, and the identification of all services each receives. This information shall be updated and provided at no additional cost to the County upon request of the Departmental Director. The Grantee shall cooperate with the County to periodically monitor the average volume of Discarded Materials generated from each Customer. Customer-specific records are subject to inspection, and copying by the County during regular business hours with reasonable advance notice. Prior to the Commencement Date, Grantee shall provide Grantee’s policies and procedures for allocating costs and operating data (e.g. tonnage) across Customer Type, material type, and/or between neighboring jurisdictions to Departmental Director for review and approval. Grantee shall retain documentation of all historical allocation percentages and related supporting documentation used in the preparation of reports required by this Agreement, and shall provide to the Departmental Director upon request. Reporting of Recovered Materials and Residual Waste is subject to availability of suitable information provided by the Approved Facilities, in the event Grantee believes information provided by the Approved Facilities is unsuitable, Grantee shall notify the Departmental Director, and discuss an alternative approach to obtain such data.

17.2 Adverse Information

Grantee shall provide County two copies of all reports, or other material adversely reflecting on Grantee's performance under this Agreement, submitted by Grantee to the California or U. S. EPA, - CalRecycle or any other federal, state or county agency. Copies shall be submitted to County simultaneously with Grantee's filing of such matters with said agencies. Grantee's routine correspondence to said agencies need not be automatically submitted to County, but shall be made available to County upon written request.

- A. The Grantee shall submit to County copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by the Grantee to, as well as copies of all decisions, correspondence and actions by, any federal, state and local courts, regulatory agencies and other government bodies relating specifically to all material aspects of Grantee's performance of services pursuant to this Agreement. Any data which the Grantee seeks to be excluded from provisions of the California Public Records Act shall be clearly identified as such by Grantee with the basis for such exclusion clearly specified. In the event County receives a request under the Public Records Act, or by subpoena, the County shall notify Grantee to permit Grantee to object to the release of the information requested or subpoenaed.
- B. Grantee shall submit to the County such other information or reports in such forms and at such times as the County may reasonably request or require.
- C. All reports and records required under this Section shall be furnished by the Grantee and the expense therefore in the gathering and preparation of such information, reports and records shall be included in the Rate base.

17.3 Compliance Reporting Requirements

The Grantee shall provide, on a quarterly basis, all necessary reporting data requested by the County relating to the County's compliance requirements pertaining to AB 939, AB 341, AB 1826, and SB 1383. Such report shall be provided to the County within thirty-one (31) days after the end of each quarter. The Grantee shall cooperate in activities requested by the County to measure Diversion from landfills including, but not limited to, providing a location for conducting waste sorting at the Grantee's facility, and re-routing vehicles on a temporary basis to facilitate composition analysis. Such report shall include, but not necessarily be limited to, throughput, recovery rates per material type, Residue, costs, Recyclable Material commodity values, and final disposition of Discarded Materials. The Grantee shall also supply any other information reasonably requested by the Departmental Director to meet state or federal regulatory requirements as those requirements may be amended from time to time.

17.4 Waste and Route Audits

- A. Grantee shall conduct waste audits at the request of County where such waste audits are necessary to enable County to comply with the requirements of Applicable Law. The purpose of the audit will be to identify volume and characteristics of Discarded Materials being generated by the Customer.
- B. Upon County request, pending County requirements to comply with the provisions of SB 1383, Grantee shall conduct route and contamination monitoring audits on an annual basis in a manner which complies with the requirements of SB 1383. Pursuant to Section 6.1.D and the requirements of SB 1383, such responsibilities may include the following:

1. Conducting a compliance review of all Commercial Non-Exempt Customers subscribing to over two (2) cubic yards of Discarded Materials Collection service.
 2. Conducting a compliance review of all edible food generating Commercial Non-Exempt Customers.
 3. Conducting route inspections for compliance with SB 1383 for no less than ten percent (10%) and no greater than fifteen percent (15%) of the Non-Exempt Customers and reporting the results to the County.
 4. Providing corrective public education materials (including a non-Collection notice for the first instance of noncompliance, and photographic evidence for the second instances of noncompliance) to any Non-Exempt Customers found through the audits performed in accordance with this Section to be out of compliance with SB 1383.
- D. Grantee shall systematically monitor Customer subscription levels and program participation in a manner which complies with the requirements of AB 1826. Such responsibilities may include the following:
1. Conducting a compliance review of all Commercial and Multi-Family Customers required to comply with the requirements of AB 1826.
 2. Providing corrective public education materials to any Customers found through the reviews performed in accordance with this Section to be out of compliance with AB 1826.
- E. The results of all such audits and any required follow-up activities will be memorialized on forms either designed or approved by the County.
- F. A copy of all such audits shall be provided by the Grantee to: the Customer, the County and to Grantee's own files.
- G. Any costs, plus a reasonable profit, related to conducting waste audits pursuant to Section 17.4 shall be directly reimbursed to the Grantee or shall be included in the Rate base. Should the County desire any additional route monitoring than described above such that the time required to complete these tasks exceeds forty (40) hours per year, the County and Grantee will meet and confer to review the scope and cost of additional work requested, recognizing that Grantee is not responsible for Enforcement of SB 1383 or other prevailing legislation.

17.5 Failure to Report

The refusal, failure or neglect of the Grantee to file any of the reports required, or to provide material information to County, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by the Grantee shall be deemed a material breach of the Agreement, and shall subject the Grantee to all remedies, legal or equitable, which are available to the County under the Agreement, subject to the provisions of Section 12.

SECTION 18: ANNUAL REVIEW OF PERFORMANCE & QUALITY OF SERVICE

- A. From time to time, at its sole discretion, County may examine Grantee's operation in order to evaluate whether or not the Grantee is operating at a level consistent with industry standards and to the satisfaction of the County. Grantee agrees to cooperate in any such examination and shall permit County representatives to inspect, at Grantee's principal place of business, such information pertaining to Grantee's obligations hereunder as County may require, including, but not limited to, such things as Customer inquiry records, Collection routes and equipment records. Access to Grantee's records shall be subject to Section 16.
- B. Grantee shall provide prompt, efficient, continuous and professional service to its Customers. County, may at its sole option, conduct a public hearing to review Complaints and determine if Grantee is performing duties at a level consistent with industry standards and to the satisfaction of the County. Grantee shall be given a thirty (30) day notice of any such hearing.

SECTION 19: SYSTEM AND SERVICES REVIEW

To provide for technological, economic, and regulatory changes in Discarded Materials collection, to facilitate renewal producers, to promote competition in the Discarded Materials industry, and to achieve a continuing, advanced Discarded Materials collection system, the following system and services review procedures are hereby established.

- A. At County's sole option, County may hold a public hearing on or about the first anniversary date of the Agreement in which it reviews the Collection systems and services. Subsequent system and services review hearings may be scheduled by County each two (2) years thereafter. It is County's intent to conduct any system and services review concurrently with any Annual Review of Performance and Quality of Service as provided for in Section 18, above.
- B. Sixty (60) days after receiving notice from the County, Grantee shall submit a report to County indicating the following:
 - 1. All Discarded Materials collection and Processing services reported in solid waste collection and Recycling industry trade journals that are being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations, that are not provided by Grantee to County; and
 - 2. Changes recommended to improve the County's ability to meet the goals of AB 939, AB 341, AB 1826, and SB 1383; and
 - 3. Any specific plans for provision of such new services by the Grantee along with the estimated expenses and adjustments to Rates necessary to compensate Grantee for providing such services, or a justification indicating why Grantee believes that such services are not feasible for the Franchise Area.

- C. Topics for discussion and review at the system and services review hearing shall include, but shall not be limited to, services provided, Customer Complaints, rights of privacy, amendments to the Agreement, developments in the law, new initiatives for meeting or exceeding AB 939, AB 341, AB 1826, and SB 1383 goals and regulatory constraints.
- D. County and the Grantee may each select additional topics for discussion at any system and services review hearing. The Grantee agrees to cooperate in any such examination and shall provide for inspection to the County or its designated representatives, at the Grantee's principal place of business, such information as the County may require, including but not limited to, such things as Collection routes and equipment records.
- E. After the conclusion of each system and services review hearing, County may issue a report. The report shall summarize the systems and services review hearing and address services not being provided to the County that are considered technically economically feasible by County. County may require Grantee to provide such services within a reasonable time, for reasonable Rates and compensation.
- F. Should the County exercise its option in accordance with this Section 19 to request information outside of the normal scope of Grantee's reporting requirements, any costs incurred by Grantee as a result of providing such information, plus a reasonable profit, shall be directly reimbursed to the Grantee or shall be included in the Rate base. County shall be under no obligation to provide additional compensation to Grantee for otherwise complying with the provisions of this Section 19.

SECTION 20: BILLING

20.1 Billing and Payment

- A. The County shall be responsible for collecting payment for Single-Family Base Services from Single-Family Customers through the assessment of parcel charges, and shall remit payment to Grantee in accordance with Section 7.2.
- B. Grantee shall bill all Single-Family, Multi-Family, and Commercial Customers who have not been billed by the County through parcel charges for any services other than Single-Family Base Services, whether provided as regular (ongoing) services or special (temporary, or one-time) services. Grantee shall provide itemized bills, distinctly showing charges for all classifications of services, including the charges for late payment, service fees, rentals, rebates, etc. Billings may be made every three months, and if billed in advance, for no more than three (3) months in advance for services provided to Residential Customers.

20.2 Delinquent Accounts

Grantee shall be responsible for collection of payment from Customers with past due accounts ("bad debt") which are not billed through parcel charges in accordance with Section 20.1.A. Grantee shall make reasonable efforts to obtain payment from delinquent accounts which may include issuance of late payment notices, telephone requests for payments, and assistance from attorneys and collection agencies. Amounts due from Customers with past due accounts may include administrative and/or

finance charges, in compliance with Applicable Law. Grantee may discontinue service for any Multi-Family or Commercial Customer not billed through property taxes in accordance with Section 20.1.A whose account remains unpaid for thirty (30) days after the date of billing as long as the Customer has received a notice on a form approved by the County stating that service will be discontinued fifteen (15) days from the date of the notice if payment is not made by that time.

20.3 Refunds

Grantee shall refund to each Customer, on a pro rata basis, any advance service payments made by such Customer for service not provided when service is discontinued by the Customer after reasonable advance written notice.

20.4 Bills Paid Locally

Grantee shall establish a method by which Customers may pay bills at its office located in the Truckee Area at the shop at 900 Cabin Creek Road, Truckee, CA 96161. Payments will be accepted 9:00am – 4:00pm, Monday – Friday (excluding Business Holidays). Any changes in the location must be approved by the County.

20.5 Changes to Billing Arrangements

Should at any time it be determined by the County that the County can no longer assess all or part of the Single Family Base Services through parcel charges, the County may, at its sole discretion, require the Grantee to bill a Single-Family residence for the cost of the service. The County shall allow a reasonable Rate increase for the additional administrative costs, including consideration of bad debts which may accrue as a result of direct as opposed to tax-roll billing, plus reasonable profit. Failure of the Grantee to implement such a billing change shall not excuse Grantee from its other obligations under this Agreement.

Should at any time the County determines it wishes to take over all or part of the Customer billing being performed under the contract by the Grantee, Grantee agrees to negotiate revised Rates which reflect the decrease in the Grantee's administrative costs.

SECTION 21: COLLECTION EQUIPMENT

21.1 Grantee to Provide Equipment

Grantee warrants that it shall provide an adequate number of vehicles, Containers, and other equipment as required for the Collection and transportation services for which it is responsible under this Agreement.

21.2 Vehicles

All vehicles used by Grantee under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. Discarded Materials Collection vehicles shall be washed such that they are maintained in a reasonably clean and sanitary condition. Grantee's name, telephone number and vehicle number shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is

being loaded or unloaded or when vehicles are en route in the process of Collection. Collection vehicles shall be designed and operated while en route in such a manner as to prevent Discarded Materials, including leachate, from leaking, escaping or spilling. Any spillage of materials shall be immediately cleaned up by Grantee at Grantee's sole expense. The noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties. The equipment of Grantee used under this Agreement shall be subject to inspection by County on a semi-annual basis but shall not be subject to any permit fees levied by the Department of Sanitation therefore. Grantee reserves the right to evaluate and deem impassable any roadways that may cause damage to vehicles or are otherwise unsafe.

All vehicles used to perform the services required under this Agreement shall comply with all Federal, State, and local laws and regulations for year 2018 vehicles, including, without limitation, California Air Resources Board (CARB) clean fleet requirements set forth in 13 CCR 2020, 2021, 2021.1, and 2021.2, safety, and emissions requirements, and such compliance shall come at no additional cost to the County or Customers during the Term of this Agreement.

21.3 Containers

- A. **County Regulations.** The County shall approve the number, type, size, and other specific physical requirements for Containers. The Grantee shall not be required to Collect Discarded Materials from Containers which have not been approved by the County.
- B. **General Requirements.** The Grantee shall supply the following Containers for each Customer type, based on County direction of Containerized program implementation, Customer subscription preference, and the provisions of Section 6, free of charge upon inception of Collection Services (except as otherwise provided in Section 6, and elsewhere in this Section 21):

Exempt Residential Customers	Non-Exempt Residential Customers	Exempt Commercial Customers	Non-Exempt Commercial Customers
<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> Mixed Materials Cart Recyclable Materials Cart Yard Trimmings Cart Bear Resistant Cart 	<ul style="list-style-type: none"> Mixed Materials Bin Cardboard Bin Drop Box Bear Resistant Cart Bear-Resistant Bin 	<ul style="list-style-type: none"> Mixed Materials Cart Mixed Materials Bin Recyclable Materials Cart Drop Box Food Scraps Cart Food Scraps Bin Bear Resistant Cart Bear Resistant Bin

After emptying any Container, the Grantee shall replace the Container in an upright position at the place where such Container was placed for Collection. The Grantee shall handle Containers in a manner so as to prevent damage or spillage, and shall not throw, drop, or otherwise mishandle Containers during or after emptying them. The Grantee shall repair or replace, at its own expense and within five (5) business days, any Container which is damaged by the Grantee and which is no longer serviceable (e.g., damaged body, cracked lid, broken axle or wheels, cracked or leaking body, etc.).

- C. **Containers for Single-Family Customers.** The Grantee shall provide the Containers (not including Cans) required pursuant to Section 21.3.B at its own cost and expense. Each such Container shall be identified with the Grantee's name and phone number. Carts will be of single body color, with different color lids designating the contents. All Carts shall be sturdy, water tight, and equipped with heavy-duty wheels and closeable lids. Upon Customer request, Grantee shall provide bear-resistant Carts, including appropriate locks and instructions on how to properly secure Discarded Materials against bears, to Single-Family Customers, and may charge the "Bear-Resistant Cart" Rate approved by the County. The Grantee shall maintain the Containers in good repair, shall bear the cost of normal wear and tear (including wear and tear caused by snow and/or snow removal equipment), and shall replace the Containers as needed. The Grantee may charge a fee to Customers that have Containers that must be repaired or replaced due to other than normal wear and tear (including wear and tear caused by snow and/or snow removal equipment) and will notify the Departmental Director if such fee has been charged. If repairs require removal of the Container from a Customer's premises, the Grantee shall supply the Customer with a replacement Container. The Grantee shall, within seven (7) days, repair or replace damaged or dilapidated Containers. The Grantee shall provide the Containers required pursuant to this Section at its own cost and expense. The Grantee shall promptly replace stolen Containers, provided that the Grantee shall only bear the cost of replacement of such Container the first time it is stolen; and, thereafter such cost of replacement shall be borne by the Customer.
- D. **Containers for Commercial Customers.** The Grantee shall provide the Containers required pursuant to Section 21.3.B at its own cost and expense. Each such Container shall be identified with the Grantee's name and phone number, and all Bins shall be equipped with closeable and lockable lids. Grantee shall, upon Customer request and for an additional charge, supply a lock and key to each Bin Customer in the County. Grantee shall, upon Customer request and for an additional charge, ensure that all Bins are locked after providing service if they were locked prior to servicing. Upon Customer request, Grantee shall provide bear-resistant Carts and Bins, including appropriate locks and instructions on how to properly secure Discarded Materials against bears, to Multi-Family and Commercial Customers, and may charge the "Bear-Resistant Cart," or "Bear-Resistant Bin" Rate approved by the County. All Containers shall be designed and constructed to be watertight and prevent the leakage of liquids. The Grantee shall be responsible for the general maintenance and repair of Containers so provided, and shall provide an equivalent Container as replacement during repairs and maintenance. If repairing, maintenance, steam cleaning, and/or repainting is required as a result of abuse, neglect, or misuse on the part of any Customer, the Grantee may charge the Customer a fee to compensate for the cost thereof. The Grantee shall, within seven (7) days, repair or replace any stolen, damaged or dilapidated

Container, provided that the Grantee shall only bear the cost of replacement of such Container the first time it is stolen and thereafter such cost of replacement shall be borne by the Customer.

- E. **Ownership of Containers.** With respect to Containers for Discarded Materials provided by the Grantee to Customers for regular, scheduled service in accordance with this Agreement, at the sole discretion of the County, upon the expiration or early termination of this agreement and the selection of a new and different franchisee, the County may acquire or purchase the Containers upon expiration or early termination of this Agreement for the net book value as of the date of expiration or termination of the Agreement, based on a ten (10) year straight-line depreciation. In the event that the County desires to retain ownership of said Containers, the County shall notify Grantee of such determination. Grantee shall be entitled to receive payment from the County or a future franchisee to the County, the remaining book value of such Containers based on a ten (10) year straight-line depreciation schedule with zero residual value. All Containers in service upon the expiration or termination of the Agreement shall be assumed to have been placed in service on the Commencement Date of this Agreement unless Grantee can provide specific evidence documenting the serial number (or other distinguishing inventory designation) of each and every Container placed in service after that date and accompanying invoices from Grantee's Container vendor(s) with matching identifying information. In the event that County procures Containers (using grant moneys or other funding sources) which are used by Grantee for provision of services under this Agreement, such Containers shall remain the property of the County, but shall be maintained and repaired by Grantee as needed.

SECTION 22: PUBLIC ACCESS TO GRANTEE, AND OUTREACH

22.1 Office Hours

Grantee's office hours shall be, at a minimum, from 8:00 a.m. to 4:30 p.m. daily, on all Collection days, excluding Business Holidays. Grantee shall maintain a local office and phone number. A local manager shall be available during office hours for communication with the public at Grantee's local office. Grantee shall also provide County with an emergency telephone number for use during other than normal business hours.

22.2 Service Complaints

- A. All Customer Complaints shall be directed to Grantee. Grantee shall record all Complaints received by mail, by telephone or in person (including date, name, address of complainant and nature of Complaint). Grantee shall maintain said records, including but not limited to date and action taken by the Grantee to resolve the Complaint, for a period of twenty-four (24) months. All such records shall be available for inspection by the County.
- B. Grantee agrees to use its best efforts to resolve all Complaints by close of business of the second business (waste Collection) day following the date on which such Complaint is received. In the event that Grantee believes a Complaint may not be resolved within the time frame specified in this Section 22.2.B, Grantee shall contact the Customer by the end of the business day on which the Complaint was received, and provide an estimated schedule for resolution. The Grantee shall notify

any Customers filing a Complaint with the Grantee of the Complaint arbitration procedure as outlined in this Section.

- C. The following Complaint arbitration procedure shall be available to all Customers. A Customer dissatisfied with Grantee's decision regarding a Complaint may ask the County to review the Complaint. To obtain this review, the Customer must request County review within thirty (30) days of receipt of Grantee's response to the Complaint, or within forty-five (45) days of submitting the complaint to the Grantee if the Grantee has failed to respond to the Complaint. The County may extend the time to request its review for good cause. The Departmental Director shall determine if the Customer's Complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy under this Section shall be limited to a rebate of Customer charges related to the period of breach of any of the terms of this Agreement.

22.3 Government Liaison Person

The Grantee shall designate a "government liaison person" who shall be responsible for working with the Departmental Director or a person designated by the Departmental Director.

22.4 Regular Meetings with County

At the reasonable request of County, Grantee shall meet with the County at the County offices (950 Maidu Avenue, Nevada City) to discuss matters of mutual concern including but not limited to, problems in Grantee's service, compliance with AB 939, AB 341, AB 1826, SB 1383, and future planning. The person attending these meetings on behalf of Grantee shall be vested with sufficient authority to make decisions binding on Grantee.

22.5 Public Outreach

The Grantee agrees, at its own expense, to provide annual outreach on the topics, and to the Customers described in Exhibit "H". Grantee shall be responsible for managing and conducting all outreach to Customers required by AB 341, AB 1826, and SB 1383. Any reference to the County must be approved in advance by the Departmental Director. Grantee shall have the option of providing the information required by this Section 22.5 and Exhibit "H" through print or electronic media, as an insert included with regular billing statements, or through direct contact with Customers through workshops, meetings, or on-site visits. Grantee shall maintain records that document all public outreach activities conducted and Customers to which the material was provided, and shall make such records available to County upon request. To the extent reasonably possible, the Grantee shall accommodate the inclusion of any County-directed information on its regular billing statements upon the request of the Departmental Director without cost to the County. If the County requests the distribution of information on a topic in a form that cannot be printed or included with the Grantee's regular bill and the Grantee agrees to accommodate the request, the County and Grantee may agree to share in the cost of printing and distribution.

Grantee shall develop and maintain a website or webpage that is specifically dedicated to the County to provide Customers with detailed service and program information, and public outreach materials, which Customers may access. The website or webpage shall be accessible by the public and shall include relevant service information, including public education and outreach materials required by this Section and Applicable Law. Grantee shall update the web content regularly so that information provided is current.

SECTION 23: SERVICE EXCEPTIONS; HAZARDOUS SUBSTANCES NOTIFICATIONS

- A. The Parties hereto recognize that federal, State and local agencies with responsibility for defining Hazardous Substances and for regulating the collection, hauling or Disposing of such substances, are continually providing new definitions, tests and regulations concerning these substances. Under this Agreement, it is Grantee's responsibility to keep current with the regulations and tests on such substances and to identify such substances and to comply with Applicable Law. Grantee, as required by Applicable Law and regulations, shall make every reasonable effort to prohibit the collection and the Disposal of Hazardous Substances in any manner inconsistent with Applicable Law.
- B. When Discarded Materials are not Collected from any Discarded Materials Customer, Grantee shall notify its Customer why the Collection was not made and shall attach tags approved by the County to the waste not so Collected which clearly identify the reasons for such non-Collection.
- C. Grantee has represented to County that Grantee will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and Local Emergency Response Providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Substances, found or observed by Grantee in Discarded Materials anywhere within the County, including on, in, under or about County property, including streets, easements, rights of way and County waste Containers. In addition to other required notifications, if Grantee observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Substances unlawfully Disposed of or released on County property, including streets, storm drains, or public rights of way, Grantee also will immediately notify the Departmental Director.
- D. Grantee shall conduct a visual inspection, consistent with its normal operating procedures, of all Discarded Materials that it Collects, transports, Processes, and/or Disposes pursuant to this Agreement for the purpose of discovering, identifying and refusing to Collect, transport, Process, and Dispose of Hazardous Substances or materials.
- E. Grantee shall not Collect, handle, Process, transport, arrange for the transport of or Dispose of Hazardous Substances pursuant to this Agreement.

SECTION 24: GENERAL PROVISIONS

24.1 Independent Contractor

Grantee is an independent contractor and not an officer, agent, servant or employee of the County. Grantee is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between County and Grantee. Neither Grantee, nor its officers, employees, agents nor subcontractors shall obtain any rights to retirement or other benefits that accrue to County employees.

24.2 Employment Practices and Nondiscrimination

The Grantee shall at all times maintain and follow employment practices in accordance with all state and federal laws and regulations, and shall indemnify the County for any legal proceeding relating to its noncompliance with such laws or regulations.

In the performance of the terms of this Agreement, the Grantee shall not engage in nor permit such subcontractors as it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as a qualified individual with a disability. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship, and any other action or inaction pertaining to employment matters.

24.3 Interest of Public Officials

No officer, agent or employee of the County during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

24.4 Personnel and Subcontracting

The Grantee shall employ personnel sufficient in number, training, experience, and capability to ensure that the Collection Services are properly carried out.

The Grantee shall not utilize any Affiliates or subcontractors for the performance of the Collection Services required by this Agreement except with the consent of the Departmental Director, which may be withheld or delayed if the Departmental Director determines, in their reasonable discretion, that such consent is not in the best interest of the public health, safety, or general welfare. In the event subcontractors are utilized, the Grantee shall provide the County with direct access to a designated representative from the subcontractor, such designation not to be changed without prior approval of the Departmental Director, except in cases of termination of the employee. The Parties acknowledge the County's direct contact with any subcontractors in no way eliminates the Grantee's responsibility to fulfill its obligations under this Agreement.

24.5 Departmental Director

The County has designated the Departmental Director to be responsible for the monitoring and administration of this Agreement. Grantee shall meet and confer with the Departmental Director to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient and effective manner that is consistent with the stated objectives of this Agreement.

From time to time, the Departmental Director may designate other agents at the County to work with Grantee on specific matters. In such cases, those individuals shall be considered designates of the Departmental Director for those matters to which they have been engaged. Such designates shall be afforded all of the rights and access granted to the Departmental Director. In the event of a dispute between the Departmental Director's designee and Grantee, the Departmental Director's determination shall be conclusive, subject to the limits in the next paragraph.

In the event of dispute between the Departmental Director and the Grantee regarding the interpretation of, or the performance of services under, this Agreement, the Departmental Director's determination shall be conclusive except where such determination results in a material impact to the Grantee's revenue and/or cost of operations. In the event of a dispute between the Departmental Director and the Grantee that results in such material impact to the Grantee, Grantee may appeal the determination of the Departmental Director to the Board of Supervisors, whose determination shall be conclusive. For the purposes of this definition, "material impact" is an amount equal to or greater than one-quarter of one percent (0.25%) of annual Gross Receipts under this Agreement.

The Departmental Director or his designate shall have the right to observe and review Grantee operations and the Designated Processing Facility and enter the premises for the purposes of such observation and review, including review of Grantee's records related to this Agreement, during reasonable hours with reasonable notice. In no event shall Grantee prevent access to such Designated Processing Facility premises for a period of more than three (3) days after receiving such a request.

The Departmental Director is authorized and empowered to adjust, settle, or compromise any controversy or charge arising from the operations under this Agreement, either on behalf of the County, Grantee, or the public, pursuant to the County Code, subject to this Section 24.5.

24.6 Right of Entry

Grantee shall have the right, until receipt of written notice revoking permission to pass is delivered to Grantee, to enter or drive on any private street, court, place, easement or other private property for the purpose of Collecting or transporting Discarded Materials pursuant to this Agreement.

24.7 Law to Govern; Venue

The laws of the State of California shall govern this Agreement. The Parties hereto agree that venue for all actions arising out of the Agreement shall lie exclusively in the County of Nevada, California.

24.8 Fees and Gratuities

Grantee shall not, nor shall it permit any agent, employee or subcontractor employed by it to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the Collection of Discarded Materials otherwise required to be collected under this Agreement.

24.9 Prior Agreements and Amendment

No amendment of this Agreement shall be valid unless in writing duly executed by the Parties. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof and no promises, representations, warranty or covenant not included in this Agreement have been or are relied upon by either Party. This Agreement is intended to supersede and replace all prior agreements between the Parties, except as otherwise specifically provided in this Agreement.

24.10 Interpretation

In this Agreement, unless the context otherwise requires:

- A. **References Hereto.** The terms "hereby," "hereof," "herein," hereunder," and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of execution of this Agreement.
- B. **Gender and Plurality.** Words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words importing the singular number mean and include the plural number and vice versa.
- C. **Persons.** Words importing Persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations, non-profit corporations, and other legal entitles, including governmental bodies, as well as individuals.
- D. **Headings.** The table of contents and any headings preceding the text of the articles, sections, and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.
- E. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to the transactions contemplated by this Agreement. Furthermore, nothing in this Agreement is intended to confer on any Person other than the Parties hereto and their respective successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- F. **Reference to Days.** All references to days herein are to calendar days, including Saturdays, Sundays, Business Holidays, and Collection Holidays, except as otherwise specifically provided.
- G. **Units of Measure.** Weights or volumes described herein may be reported in either metric or U.S. Standard terms of measurement, unless State or Federal law or regulation specifies the system of measurement to be used.
- H. **Counterparts.** This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.
- I. **Applicable Law.** This Agreement shall be governed by and construed in accordance with Applicable Law. This Agreement is intended to be fully consistent with the requirements of the County Code and any subsequent amendments thereto. In the event there is an inconsistency or conflict between this Agreement and the County Code, the County Code is controlling and shall substitute for the inconsistent provision.
- J. **Severability.** If any clause, provision, subsection, section, or article of this Agreement shall be determined to be invalid by any court of competent jurisdiction, then the Parties hereto shall:
 - 1. Promptly meet and negotiate a substitute for such clause, provision, section, or article which shall, to the greatest extent legally permissible, effect the intent of the Parties therein.

2. If necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement.
3. Negotiate such changes in, substitutions for or additions to, the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above, to effect the intent of the Parties in the invalid provision. The invalidity of such clause, provision, subsection, section, or article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

24.11 Notices

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

To County: County of Nevada
Director of the Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959-8600

To Grantee: Tahoe Truckee Disposal Company, Inc.
Post Office Box 135
Tahoe City, CA 96145

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

24.12 Binding Effect

This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions hereof.

24.13 Exhibits Incorporated

Exhibits "A" through "H" are attached to and incorporated in this Agreement by reference.

24.14 Identification Required

Grantee shall provide its employees, contractors and subcontractors with identification for all individuals who may make personal contact with residents of the County.

24.15 Joint Drafting

This Agreement was drafted jointly by the Parties to the Agreement.

24.16 Third Parties

Nothing in this Agreement express or implied is intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto and their successors and permitted assigns, any right or remedies under or by reason of the Agreement.

24.17 Authority

All individuals executing this Agreement on behalf of the County or the Grantee represent and warrant that they are duly authorized to execute and deliver this Agreement to the other Party.

24.18 Possessory Interest Tax

Rights granted to Grantee by County under this Agreement may create a possessory interest. Grantee acknowledges and agrees that any possessory interest created by this Agreement may be subject to California Revenue and Taxation Code section 107.6 and that a property tax may be levied on that possessory interest. If applicable, Grantee shall pay the possessory interest property tax. Grantee further acknowledges and agrees that the notice of the potential possessory interest property tax required by Revenue and Taxation Code section 107.6 has been provided as required by law.

WITNESS the execution of this Agreement on the day and year first written above.

GRANTEE:_____
Name:

Title:

Dated: _____

COUNTY OF NEVADA:_____
Honorable Richard Anderson

Chair, Board of Supervisors

Dated: _____

Attest: _____

Julie Patterson Hunter

Clerk of the Board

EXHIBIT A: MAP OF FRANCHISE AREA

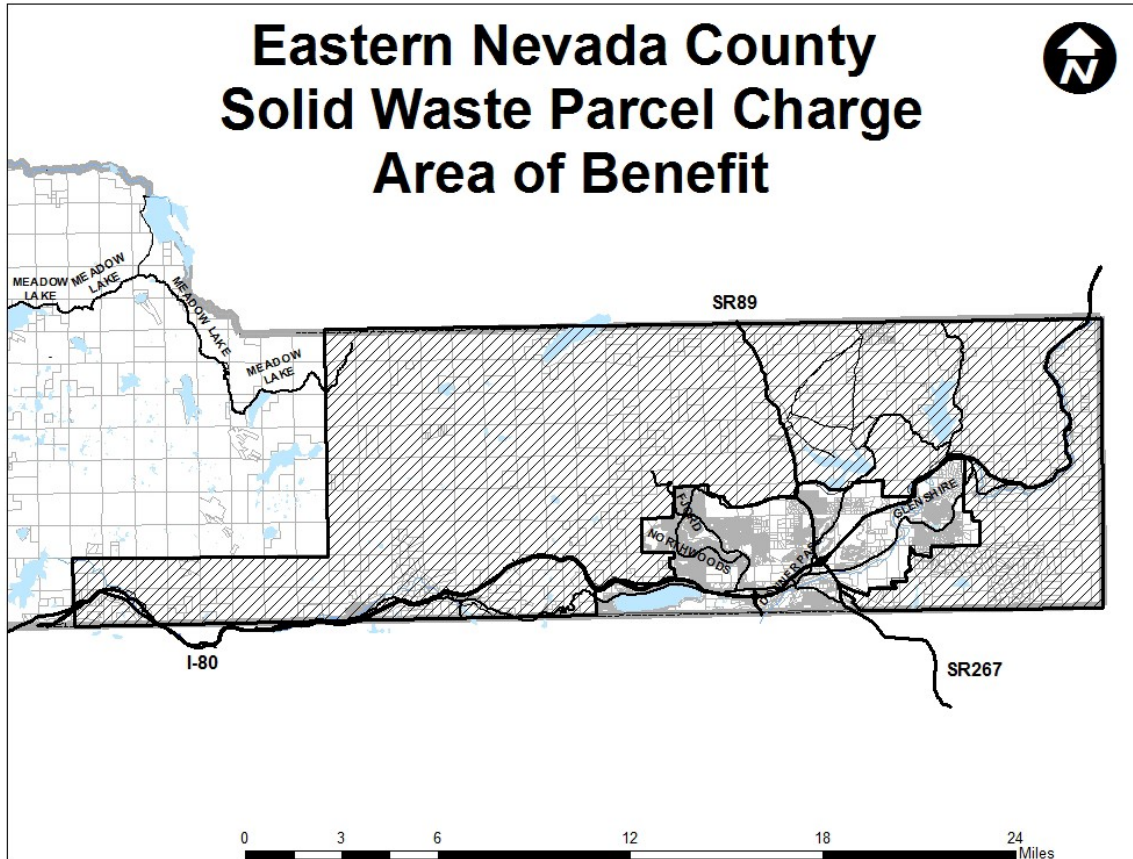


EXHIBIT B: LOCATION OF COMMUNITY BINS

Proposed Homeowner Association Community Dumpster Service Levels

	Number of Bins	Bin Size (Cubic Yards)	Number of Pick-Ups/Week	Total Weekly Yards	Eligible for 3 Special Pick-Ups per Quarter (Yes/No)
Towle Mountain	1	2	1	2	No
Soda Springs	1	3	1	3	Yes
Boreal Ridge	1	2	1	2	No
Plavada	9	4	1	36	Yes
Kingvale	3	4	1	12	Yes
Martis Peak	1	4	1	7	Yes
	1	3	1		
Klondike Flat	1	2	1	2	No
Russell Valley	1	3	1	7	Yes
	1	4	1		
Juniper Hill	2	4	1	8	Yes
Donner Ski Ranch Condos	1	6	1	6	Yes

EXHIBIT C:

APPROVED MAXIMUM RATES FOR RATE PERIOD ONE

SCHEDULE OF MAXIMUM RATES AND FEES EFFECTIVE JULY 1, 2019			Tahoe Truckee Sierra Disposal Company: Nevada County			
Service type	Frequency		Maximum Base Rate	County Franchise Fee	Total Maximum Rate	
RESIDENTIAL CANS			Monthly Rates			
1 Can via parcel fee	1 x Week		\$ 22.10	+ \$ 0.92	= \$ 23.02	
2 Can supplemental	1 x Week		\$ 13.48	+ \$ 0.56	= \$ 14.04	
Extra Can 1 can equivalent	each		\$ 4.79	+ \$ 0.20	= \$ 4.99	
COMMERCIAL BINS/DUMPSTERS			Monthly Rates			
3 Yard	1 x Week		\$ 257.91	+ \$ 10.75	= \$ 268.66	
3 Yard	2 x Week		\$ 487.01	+ \$ 20.29	= \$ 507.30	
3 Yard	3 x Week		\$ 716.25	+ \$ 29.84	= \$ 746.09	
4 Yard	1 x Week		\$ 331.01	+ \$ 13.79	= \$ 344.80	
4 Yard	2 x Week		\$ 606.48	+ \$ 25.27	= \$ 631.75	
4 Yard	3 x Week		\$ 881.81	+ \$ 36.74	= \$ 918.55	
6 Yard	1 x Week		\$ 478.65	+ \$ 19.94	= \$ 498.59	
6 Yard	2 x Week		\$ 937.33	+ \$ 39.06	= \$ 976.39	
6 Yard	3 x Week		\$ 1,396.08	+ \$ 58.17	= \$ 1,454.25	
COMMERCIAL CANS			Monthly Rates			
	Each (Once per week service)		\$ 4.81	+ \$ 0.20	= \$ 5.01	
COMMERCIAL COMPACTED BINS			Monthly Rates			
3 Yard	1 x Week		\$ 479.24	+ \$ 19.97	= \$ 499.21	
4 Yard	1 x Week		\$ 638.98	+ \$ 26.62	= \$ 665.60	
6 Yard	1 x Week		\$ 958.47	+ \$ 39.94	= \$ 998.41	
10 Yard	1 x Week		\$ 1,588.52	+ \$ 66.19	= \$ 1,654.71	
15 Yard	1 x Week		\$ 2,382.77	+ \$ 99.28	= \$ 2,482.05	
20 Yard	1 x Week		\$ 3,177.07	+ \$ 132.38	= \$ 3,309.45	
25 Yard	1 x Week		\$ 3,971.30	+ \$ 165.47	= \$ 4,136.77	
30 Yard	1 x Week		\$ 4,765.58	+ \$ 198.57	= \$ 4,964.15	
DROP BOXES						
6 Yard	Per container/dump	Zone 1	\$ 165.78	+ \$ 6.91	= \$ 172.69	
		Zone 2	\$ 223.38	+ \$ 9.31	= \$ 232.69	
		Zone 3	\$ 280.98	+ \$ 11.71	= \$ 292.69	
6 Yard - Green Waste-only	Per container/dump	Zone 1	\$ 157.40	+ \$ 6.56	= \$ 163.96	
	Available 6 months/year (limit 50/year)	Zone 2	\$ 215.00	+ \$ 8.96	= \$ 223.96	
	Reflects green waste/inert Eastern Regional Landfill tipping fee	Zone 3	\$ 272.60	+ \$ 11.36	= \$ 283.96	
Rock Box	Per container/dump	Zone 1	\$ 425.21	+ \$ 17.72	= \$ 442.93	
		Zone 2	\$ 482.81	+ \$ 20.12	= \$ 502.93	
		Zone 3	\$ 540.41	+ \$ 22.52	= \$ 562.93	
20 Yard	Per container/dump	Zone 1	\$ 501.80	+ \$ 20.91	= \$ 522.71	
		Zone 2	\$ 559.40	+ \$ 23.31	= \$ 582.71	
		Zone 3	\$ 617.00	+ \$ 25.71	= \$ 642.71	
30 Yard	Per container/dump	Zone 1	\$ 616.20	+ \$ 25.67	= \$ 641.87	
		Zone 2	\$ 673.80	+ \$ 28.07	= \$ 701.87	
		Zone 3	\$ 731.40	+ \$ 30.47	= \$ 761.87	
Zone 1 is 0-10 miles from TTSD's Cabin Creek dispatch location (900 Cabin Creek Road), includes service locations near the Town of Truckee airport.						
Zone 2 is 10-20 miles from TTSD's dispatch location, includes Hirschdale and Boreal.						
Zone 3 is 20+ miles from TTSD's dispatch location, includes sites where some of the HOA communities reside.						
Excess Tonnage Charge for Drop Boxes						
Excess Tonnage Charge applies when the weight of the Drop Box exceeds the allowable weight limit below. The charge will be equal to the then-current per-Ton Tipping Fee at Eastern Regional Landfill facility plus 10% for each ton in excess of amounts listed below.						
	Allowable weight limit (lbs)					
6 yard debris box	2,000					
10 yard rock box	14,000					
20 yard debris box	8,000					
30 yard debris box	10,000					
Freon Removal Charge: Maximum Rate will be the then-current per-item Tipping Fee at ERL facility for each item containing freon.						
COMMERCIAL CARDBOARD			Charged at % of MSW:		20.0%	
Note: Cardboard fees only apply to Cardboard customers if not already paid via MSW service.						
3 Yard	1 x Week		\$ 51.58	+ \$ 2.15	= \$ 53.73	
3 Yard	2 x Week		\$ 97.40	+ \$ 4.06	= \$ 101.46	
4 Yard	1 x Week		\$ 66.20	+ \$ 2.76	= \$ 68.96	
4 Yard	2 x Week		\$ 121.30	+ \$ 5.05	= \$ 126.35	
6 Yard	1 x Week		\$ 95.73	+ \$ 3.99	= \$ 99.72	
6 Yard	2 x Week		\$ 187.47	+ \$ 7.81	= \$ 195.28	
Extra service requested above subscription level						
3 3-Yard	Per pick-up		\$ 89.33	+ \$ 3.72	= \$ 93.05	
4 4-Yard	Per pick-up		\$ 115.74	+ \$ 4.82	= \$ 120.56	
6 6-Yard	Per pick-up		\$ 139.82	+ \$ 5.83	= \$ 145.65	
Extra yardage left out on-route			Per pick-up per yard	\$ 21.84	+ \$ 0.91	= \$ 22.75

EXHIBIT C: APPROVED MAXIMUM RATES FOR RATE PERIOD ONE

Enhanced Services Proposed Schedule of Maximum Rates				
Proposed Maximum Monthly Rates (expressed in July 1, 2019 - June 30, 2020 dollars)				
The following Maximum Rates are proposed for services that the County has the right, but not obligation to implement during the Term of the Agreement. As of the Effective Date of the Agreement, the Contractor has not been authorized to provide or charge for these services.				
		Maximum Base Rate	Franchise Fee	Total Maximum Rate
Cart Services for Single-Family Non-Exempt Customers				
The Maximum Rate shown is for Single-Family Non-Exempt Customers for the services described in Sections 6.2.A.1, 6.2.C, and 6.2.E of the Agreement.				
4.0%				
Proposed Components of Maximum Rate				
Single-Family Base Rate		\$ 22.10	\$ 0.92	\$ 23.02
Additional Incremental Cost for Non-Exempt Customer		\$ 14.96	\$ 0.62	\$ 15.58
Subtotal		\$ 37.06	\$ 1.54	\$ 38.60
Containerized Recyclables Collection Every Other Week Service Year Round		\$ 14.33	\$ 0.60	\$ 14.93
Containerized Yard Trimmings Collection Every Other Week, 6 Months/Year		\$ 9.08	\$ 0.38	\$ 9.46
Total Maximum Cart Service Rate for Single-Family Non-Exempt Customers	Monthly Rate	\$ 60.47	\$ 2.52	\$ 62.99
Notes				
Maximum Rates require full participation amongst Non-Exempt Customers, and are limited to Non-Exempt Customers. Maximum Rates are based on expected participation of approximately 130 Customers.				
Containerized Recyclables Collection service includes provision by TTSD of one 64-gallon Recyclables Cart per Customer.				
Containerized Yard Trimmings Collection service includes provision by TTSD of one 96-gallon Yard Waste Cart per Customer.				
Maximum Rate shown for Containerized Yard Trimmings is for every other week service provided for 6 months per year, with the rate impact spread across 12 months.				
Service is subject to maximum container weight limits of 60 pounds per cart.				
		Maximum Base Rate	Franchise Fee	Total Maximum Rate
Commercial/Multi-Family Containerized Food Waste Program - Once Weekly Service				
The Maximum Rates shown are for Multi-Family and Commercial Non-Exempt Customers for the service described in Section 6.3.G of the Agreement.				
4.0%				
64-gallon Wildlife Resistant Carts - Proximate to Town of Truckee	Monthly Rate	\$ 175.20	\$ 7.30	\$ 182.50
2-cubic-yard Food Waste Only Bins/Dumpsters	Monthly Rate			
	Zone 1	\$ 478.56	\$ 19.94	\$ 498.50
	Zone 2	\$ 727.97	\$ 30.33	\$ 758.30
	Zone 3	\$ 977.38	\$ 40.72	\$ 1,018.10
Notes				
Containerized Food Waste service/rates subject to maximum container weight limits and excess weight disposal surcharges.				
Commercial/Multi-Family 96-gallon Recyclables Cart Collection				
The Maximum Rate shown is for Multi-Family and Commercial Non-Exempt Customers for the service described in Section 6.3.C of the Agreement.	Monthly Rate	\$ 142.52	\$ 5.94	\$ 148.46
Single-Family Green Bag Yard Trimmings Collection				
The Maximum Rate shown is for Single-Family Customers for the service described in Section 6.2.D of the Agreement. The service is provided for 6 months per year; however, the monthly Maximum Rate will apply for all 12 months to spread the rate impact across the year. This Maximum Rate is subject to additional charges above 6,400 Green Bags collected annually.	Monthly Rate	\$ 1.87	\$ 0.08	\$ 1.95
Fire Safety Days				
The Maximum Rate shown is for the service described in Section 6.2.F of the Agreement.	Per Event	\$ 5,009.00	\$ 208.71	\$ 5,217.71

EXHIBIT C: APPROVED MAXIMUM RATES FOR RATE PERIOD ONE

'19-'20 TTSD - Nevada County Trip Fee Rate Matrix					

'19-'20 Standard-Sized Christmas Tree Rate			
'19-'20 Extra Can Base Rate		\$	4.99
Can equivalencies			4
Standard-Sized Christmas Tree Rate		\$	19.96

Customer-requested 64-gallon Wildlife/Bear-Resistant Carts for Optional-Enhanced Services expressed in '19-'20 dollars	
64-gallon Cart:	\$60 one-time set-up fee; \$12/month ongoing rental cost.
Wildlife-resistant Cart rates will be reviewed annually, relative to TTSD's cost to provide.	

EXHIBIT D: CURBSIDE RECYCLING MINIMUM MATERIALS COLLECTED

Tahoe Truckee Disposal Company, Inc. Curbside Blue Bag Program

Acceptable Items*:

All materials placed in Blue Bags must be uncontaminated and dry; bottles must be rinsed and clean; no foreign matter should be placed inside or attached to Recyclables (i.e. bottle caps, food syringes, etc.). Only the following materials are acceptable for Collection:

Newspaper, Cardboard, mixed color paper, white paper, junk mail, magazines, telephone books, paper bags, cereal and food boxes, egg cartons, plastic bottles and containers labeled #1-7, plastic milk containers, detergent containers, clear, brown, and green food and beverage container glass, aluminum cans and pie tins, steel, tin, food cans, empty aerosol cans.

Unacceptable Items:

Unacceptable materials** include but are not limited to the following items:

Aluminum foil; aluminum cooking pots, aluminum roofing materials; contaminated plastic (example: containers used to store used oil); plastic grocery bags; polystyrene; "styrofoam;" wax or plastic-coated cartons (i.e. paper milk cartons); ceramics, coffee mugs, dishes; crystal, drinking glasses, light bulbs, pharmaceutical bottles, pyrex, mirrors, eyeglasses, window panes; carbon paper, contaminated paper products, "neon"-colored paper, paper with foil plastic laminates (such as pet food bags or juice boxes), sanitary products, diapers, syringes.

* In the event that Grantee reasonably believes that no market exists for a specific material or commodity listed here, and such material or commodity is Collected in a Source Separated manner (e.g. Cardboard), Grantee may request approval from the County to Dispose of such material or commodity without prior Processing, as would otherwise be required by Section 6.4. County approval of such request may be denied, granted on a temporary basis, or granted on a permanent basis.

**If an item is not listed here, Customers should call the Grantee's office (530) 583-0148 to determine if it is accepted recyclable material.

EXHIBIT E: GRANTEE'S PROPOSAL

Proposal to
the County of Nevada
for Discarded Materials Collection
and Processing Services
in Unincorporated Eastern
Nevada County, California



May 2018



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Section 1: Summary

Since 1964, Tahoe Truckee Sierra Disposal (TTSD) and the Achiro family have been dedicated to providing the area excellent service at a reasonable cost in a safe and environmentally responsible manner. Many Nevada County residents and businesses know and trust TTSD as an involved partner in the community. TTSD is pleased to provide an essential service to the Unincorporated Eastern Nevada County community and proud of our committed team who take personal responsibility for serving customers with care.

TTSD has created a culture firmly in camp with the customer. Everything we've done serves to benefit our customers--from our collection equipment dispatched in all weather, to providing a range of service options for customers, ensuring their service expectations are met.

TTSD understands that customers' needs alter, the regulatory environment changes, and that environmental trends and perspectives continue to transform. As those conditions change, TTSD adapts and moves forward.

A new agreement with TTSD promises the same year-round reliability in a completely seamless contract transition. With a new contract and revitalized vision, TTSD will enthusiastically continue its collaboration with Nevada County in producing a creative and reliable waste program serving the needs of the community and its unique environment.



TTSD handles, heaves, and hauls many tons of materials annually for municipal clients and individual customers, carrying pride and respect for the pristine beauty of our exceptional environment. TTSD has been honored to serve as the Nevada County's selected waste services provider, but we are more than that. TTSD is a partner of the community, capable of being relied upon to safely perform its duty in the most extreme weather, time and time again. Together, we'll keep doing it.

Here are a few of our proposal highlights:

Section 1: Summary

Base Proposal: Current Scope of Services

Our *Base Proposal* includes our standard equipment, which is tried and true in meeting the Nevada County area roadway limitations, along with weather burdens. The equipment features the deployment of our custom-built, four-wheel drive fork trucks. Each serves as a satellite collection vehicle to empty into a frontloader, by utilizing proximate frontloader capacity we garner the most efficiency when serving remote collection locations. The custom fork trucks are outfitted with 4-wheel drive, optimizing performance during inclement weather when fully chained.

Beyond the agility of the fork trucks to access hilly areas otherwise too difficult for larger vehicles, the efficiencies are highly worthwhile. Carbon footprint is reduced and return trips to the *Designated Processing Facility* (Placer County's Eastern Regional Landfill or ERL) are kept to a minimum. This is significant as the service locations are far-flung throughout Unincorporated Eastern Nevada County. Equipment also includes frontloaders for satellite dumping capacity and commercial bin services. The ability to cross-use frontloaders for different applications has proved very efficient, especially with regard to scheduling mechanical service requirements.

We are proposing all new equipment to match the contract term. The equipment may be used to service other contract areas for cross-efficiency and has been reflected as FTE vehicle costs within the proposal cost forms.

All of our equipment, for Base Services, is unique in that it is designed to make one pass in front of each residence. No sophisticated routing is needed. Residents benefit from less noise and traffic during collection days, the County benefits by minimizing road surface impacts, risk is diminished, and the environment benefits through a smaller carbon footprint. Fewer trips mean a safer, greater overall benefit—a TTSD priority.

Enhanced Proposal

In addition to the Base Proposal, the Contractor has responded to the assortment of Enhanced Services requested. To accomplish the additional routing requirements, TTSD may utilize it's one of a kind Automated 4WD Fork truck. The Class 5 vehicle was custom designed and manufactured for deployment in our rugged region for cart collection purposes. Another piece of equipment, the automated frontloader featuring a Curotto can, will also be integral to the servicing of carts within the County.

Technology Upgrades

TTSD prides itself in the appropriate application of technology. This contract is unique in many ways as described in our *Section 3 – Overview*, namely due to its terrain, isolated location, inclement weather and other seasonal factors, tourism and traffic fluctuations, wildlife and wildfire issues, hot ash set-outs, and a call to bridge the gap between primary- and second-homeowner needs, especially by utilizing community dumpsters.

As our equipment has evolved to reliably provide service in this extreme framework of conditions, so too have our systems. In fact, TTSD was an early innovator and adopter of customer relationship management software through the development and implementation of custom applications in the 1990s. In 2018, TTSD will be integrating the use of tablets into our on-route data capture system and rolling out a new billing and route operation software package. The technology upgrades are targeted to assist our customer care and operations team in a variety of ways.

A Team Who Can and Will

TTSD has profound depth of experience for the area and will apply the correct resources fundamentally important to the roll-out of new services that Nevada County desires. TTSD's greatest asset is its people, a well-organized local team of dedicated employees who have been working with and servicing Nevada County residents and businesses for decades. We have the resources, the know-how, and an integrated culture of caring about the customer first.

TTSD's distinctive characteristics include its complete familiarity with the service area and its challenges, its skillful methods of service deployment, and its relentlessly caring team of talented, dedicated local people. Its well-developed approach as outlined in the Agreement is based on a true understanding of the scope of work—not just as outlined on paper but in real life. The technology it has developed to match service offerings will ensure implementation success, increased diversion and visibility for Nevada County.



2 General Overview

Tahoe Truckee Sierra Disposal is a local, family owned and operated company. The principal owner, Silvano Achiro, comes from a family involved in the waste industry since 1896. Following a term of service in the US Army, Silvano began his career in waste and recycling services in the Bay Area at Sunset Scavengers, where he was employed until 1964. At that time he ran across a newspaper advertisement announcing that a garbage company in Tahoe City was for sale. He and his wife Carol borrowed and scraped together everything they had to seize the opportunity. In August of that year they packed up their two children, David and Mary, and relocated to Tahoe City to take possession and operate Tahoe City Disposal. The business was small with minimal equipment and one employee. The snows were big and the customers were few, but they adapted quickly to their new environment. During the day Sil collected garbage while Carol tended the phones and family. At night, after the kids were tucked in bed, Sil would make repairs and service equipment, often laying on a piece of cardboard to shield him from the frozen mud.

Over time, the business grew, the industry changed, and the Achiros adapted. Their central story is one of adaptation, beginning with Silvano's move from Italy to California. Inherent in his Italian upbringing is a natural inclination to reduce and reuse. As early as the mid-sixties, the company was experimenting with food diversion and composting. In the winter of 1968-69, Silvano played a key role in the selection of a central landfill site on Cabin Creek Road just outside of Truckee that would offer greater expansion capability for the growing Truckee Tahoe area. They constructed and expanded facilities over time to keep in step with the needs of the community. Ensuing years demanded an increasing focus on protecting the environment, given underscore by the beauty of the surrounding Sierras. The company made good, implementing programs and facilities to comply with state measures and respond to local concerns. By 1995, the company had constructed a state-of-the-art Material Recovery Facility to facilitate closing of the landfill. The facility was the first of its kind to be built at its elevation and, since that time, no putrescible wastes have been land-filled at the site.

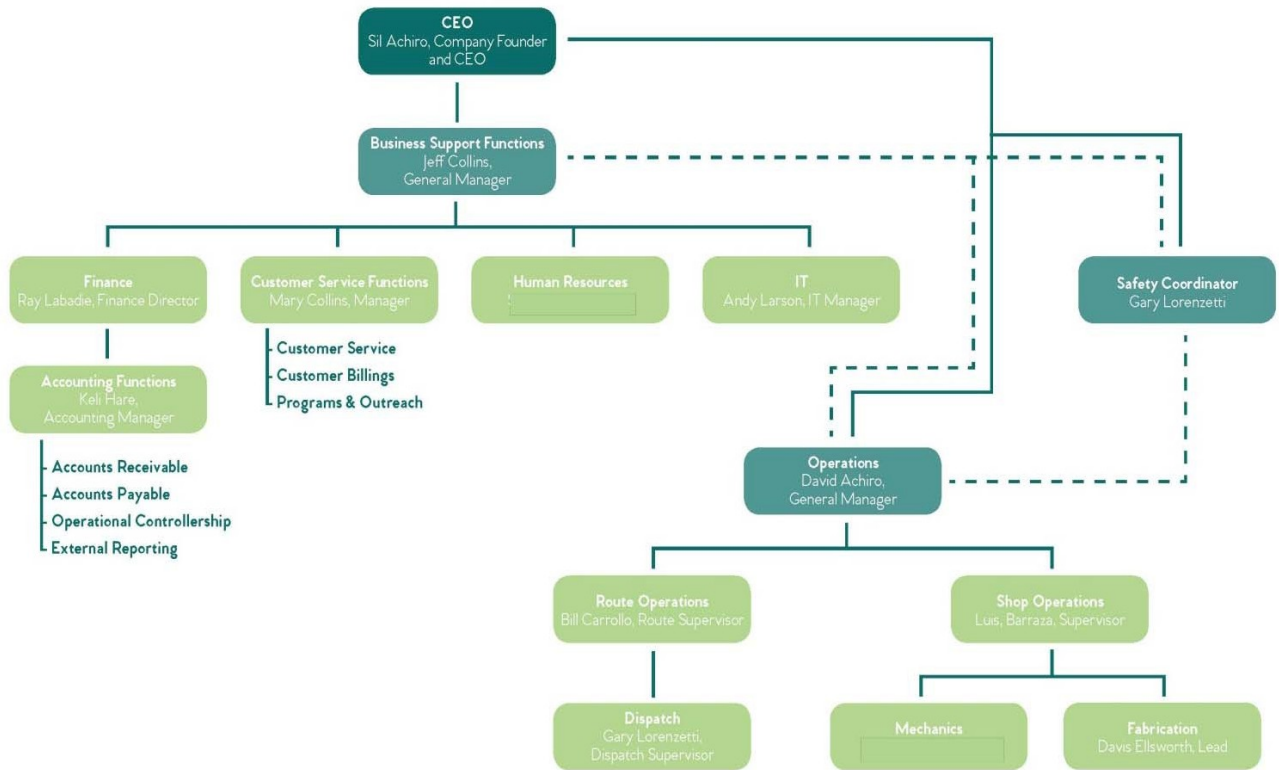
In the mid-nineties, having listened to the concerns of its customers, the company proposed and put in place a Fire Safety Day as a means of promoting and facilitating defensible space projects recommended by local fire authorities. The response to the community began not as a required contractual item, but simply because the company felt it was the right thing to do. In 1999, Tahoe Truckee Disposal was one of the first in the industry to institute on-board computerized recordkeeping for the collection routes. Later, as Clean Air initiatives took hold with focus on the waste sector, the industry that would normally respond with devices for compliance, offered no sustainable solution for the operation of vehicles at the higher Sierra elevations. TTSD creatively adapted, combining a variety of technologies to meet the requirements of four different regulatory groups.

Section 2: General

There is real value in knowledge gained through time and experience. Nonetheless, TTSD is forward-thinking and proactive, always seeking innovative ideas for the safe, responsible, efficient collection and processing of the solid waste stream. Despite the distinctive rigors of the area, the growth of community, and the complications of a changing industry, TTSD has proved success as an independent operator, striving to maintain Silvano's small family business approach where it focuses on excellent customer service in the place it calls home. We live in the same community we serve and answer to our neighbors--the people we stand next to at the post office and grocery store. We are not the big box store option betrothed to a stock symbol. We are instead an integral part of the community, more accessible, more responsive, and more easily adaptable. Simply put, we are a unique company serving a unique community. Our commitment is genuine and it's echoed in our tagline: Serving Our Community, Preserving Our Environment.

2 General

2.A Key Personnel



Section 2: General

Silvano Achiro

Founder and CEO



As the Founder of TTSD, Silvano developed the business from the ground up, as described in the *Overview*. His experience dates back to 1955, first collecting in San Francisco before settling in the Truckee-Tahoe region.

Silvano has proved an influential force in the development of fair, safe, efficient, and environmentally responsible waste operations in the Tahoe Sierra area. Experience in the industry has been widespread, beginning with the rudimentary, labor intensive practices of the fifties and extending to today's automated, computerized methods. That experience, coupled with an efficient, forward-thinking, and pragmatic business approach has earned him widespread respect of his community and industry peers.

Silvano remains a powerful and vital force in the workplace, utilizing his experience and common sense approach to advise, motivate, and direct staff from collector to supervisor. Additionally, he regularly acts as liaison for jurisdictional communication and community outreach.

David Achiro

General Manager, Operations



As relayed in the *Overview*, David's parents purchased what is now TTSD in 1964. David began going out on the routes and removing container lids for drivers as a young boy. Throughout his teen years he worked in the business during summers and whenever opportunity allowed. At 19, David left for college to pursue his love of computers. He attended The College of San Mateo, earning his certification in Computer Operations and Cobol Programming. David returned to Tahoe in 1983 and resumed work with TTSD, immediately putting his skills as programmer to work. David was able to alter TTSD's existing software and began making improvements.

He also developed new scale software from the ground up to track tonnages and generators associated with waste coming into ERL. Later, David began designing a new tracking system with TTSD's information technology expert Andy Larson. The current iteration of the customer relations management software that David helped pioneer is in use at TTSD. This software was designed to meet TTSD's unique service requirements. It is updated as needed. A proactive innovator, David is constantly looking to improve methods for servicing Truckee customers. He has spearheaded many successful designs developed to increase safety, accessibility, and efficiencies to in the extreme conditions for which the area is known. David is a skilled driver and equipment operator. He utilizes his life-long industry experience and cross-talents, to collaborate with a highly skilled staff in producing enormously effective results. David has received training for waste diversion processes, recycling methods and programs, and technical wireless networks.

David resides in Truckee with his family. He coaches for AYSO soccer and volunteers his services for the non-profit Angel Flight program, assisting local people in medical need.

Section 2: General

Jeff Collins

General Manager, Business Support Functions



Jeff is a native of the area, born in Truckee and raised in Tahoe City. Jeff is responsible for management of the administrative business functions of the Company. He has been with the company for 28 years (1990), starting in route collections, then moving to customer service, and finally to his current position as General Manager. Prior to joining TTSD, Jeff worked in a number of disciplines, giving him a wide breadth of local business experience. He worked in the restaurant and maintenance industry while growing up here. In 1983 he managed a retail business in Tahoe City while concurrently acting as a real estate property rental manager. After working as an English teacher (1986-1988) and in construction (1988-1990), Jeff went to work for TTSD.

His expansive and practical understanding of all facets of TTSD operations, layered over his liberal arts education and business background, makes Jeff distinctly qualified to oversee the customer service, human resources, finance and accounting, and information technology aspects of the business. His long history in the area and strong ties to the local community gives him a unique perspective and heartfelt appreciation for the area he serves.

Jeff holds a Bachelor of Arts degree from St. Mary's College of California and a teaching credential from San Francisco State University. Jeff maintains a commercial vehicle license and holds various certificates in training for safety, first-aid, office systems, and insurance. He volunteers regularly for charitable causes and currently serves as scoutmaster for a local Boy Scout troop.

Ray Labadie

Finance Director



Ray has nearly 30 years of overall experience, primarily within manufacturing and operations environment—providing excellent qualifications and a solid foundation for his work at TTSD, where he is responsible for the preparation of company financials as well as assisting in the management of TTSD's business.

Ray began as a process engineer for the Ford Motor Company prior to moving into the position of Financial Analyst for Amax, Inc. and Rockwell International. He then joined Rockwell Semiconductor Systems, where he held various positions of increasing responsibility spanning product development and management, marketing and international business development, and finally operational finance management—positions that prepared him well for his work at TTSD, where he has worked for the past ten years. Ray is an integral force within the TTSD management team, always diving head first into any project or problem. He brings passionate focus and tremendous capability, coupled with balance, fairness and integrity to all matters he is involved in.

Before joining TTSD, Ray spent one year volunteering in a local school as a teacher for Americorps. He found the experience incredibly rewarding. Ray holds a Bachelor of Science in Electrical Engineering from Villanova University, as well as a Masters in Business Administration from Columbia University.

Section 2: General

Kelli Hare

Accounting Manager



Kelli's work experience in distribution, fuel transport, and service has prepared her extraordinarily well for her work at TTSD. She began her accounting career in 2005 as a tax intern with Wipfli Accounting, Wisconsin, and later held positions as Accountant (Miller Beer, Wisconsin), Senior Accountant (Genomics Institute/Novartis Research Foundation, San Diego), and Fuel Accountant (International Aviation Service, Anchorage). While each of her past positions have centered on accounting functions, she has continuously been involved with overall business management, proactively developing skills far beyond the balance sheet.

In 2013 she came on board as TTSD's Accounting Manager where her responsibilities include quarterly and annual financials, financial statement preparation in collaboration with the Company's outside accounting firm, interfacing with TTSD owners on financial reviews, and coordination of audits. Kelli also provides coverage for contract administration and assists with reporting requirements.

Kelli is involved in all facets of TTSD's business, contributing to Route Operation efficiencies, Customer Service support, Supervisory interaction, and Human Resource backup. Kelli also lends service to TTSD outreach and education efforts. Kelli holds double Bachelor's degrees in Accounting and Finance from the University of Wisconsin, Eau Claire.

Andy Larson

Information Technology



Andy first started his career in information technology in the mid-1980s, when he became a systems integration manager for Engineering Automation in Alameda (1986) where he installed and troubleshot software/hardware integration problems on customer sites around the world. He then went to Maxis Software in Walnut Creek (1992) taking the position of Senior Project Manager. At Maxis Andy managed the design, development, release, and maintenance of several software products concurrently. He became a partner in TrueCom (1996), Houston, a company which he co-founded, dedicated to the design of client communication solutions through the integration of disparate wireless technologies.

Andy made his way to TTSD in 1999 where he has been working ever since. Andy is responsible for all technology within the company. He has developed and deployed custom billing and route tracking software. The scope of his responsibility includes four enterprise level domain servers and over 100 client devices including desktop, tablet, and smart phone computers integrated within a wide area wired/wireless network spanning two operational sites and a mobile fleet of trucks. Andy is instrumental in keeping TTSD's systems functioning properly through power outages. He has been invaluable to the progress and continued growth of the use of technology at TTSD. In addition to Andy's 31 years of IT experience he holds a Bachelor of Arts degree in Business Administration from Saint Mary's College, Moraga.

Section 2: General

Mary Collins

Customer Service Manager



Mary serves today as manager at TTSD in Customer Service/Outreach and Operations. Mary's profound sense for customer service actively began on the phones in 1983, but realistically began long before as a child. Mary's earliest recollections involve the garbage industry. Her father and mother have been co-proprietors in the Tahoe City Disposal Company since 1964. Her first working memory of TTSD was at age four, helping her mom in the office gluing three cent stamps to envelopes. Family vacations were usually paired with equipment purchases or waste site tours. Having grown up in the industry, she has a deep-rooted, innate understanding of the refuse and recycling business. Her parents taught her the merits of hard work and the necessity to give appreciation for opportunity. Those lessons show in her personal resolve, her dedication to quality, and her supreme commitment to community.

After completing her college education, she returned to work at TTSD. Mary worked on a part-time basis while she focused her attentions as a full-time mother of three children. Mary enjoys and still participates in many local and community functions, including numerous fundraisers for schools, Earth Day celebrations, parades, and community public events. She feels privileged to be of service to the community that she knows well and loves. Mary has extensive professional training in customer service and administrative management.

Gary Lorenzetti

Safety Coordinator and Dispatch Manager/Route Supervisor



Gary was born and raised in Truckee and has been employed by TTSD his entire working life. He began working for TTSD part-time in 1987 and full-time in 1992. Part-time duties included water truck driver, tire technician, welder, and mechanic for preventive maintenance. In 1992 he became a full-time driver for various routes—including residential, commercial, and roll-off in the Tahoe area. In 2004 Gary was promoted to Safety Coordinator/Dispatch Manager and is responsible for TTSD's comprehensive and commended proactive safety training program, critical to keeping drivers and the public safe in the area's extreme driving conditions.

Specifically, Gary develops and manages all TTSD safety training, inspections, investigations, and prevention programs for all functional operations. He is responsible for DOT drug testing, the DMV driver pull program, and new employee training. He also dispatches TTSD routes.

Gary's work at TTSD is strongly supported by comprehensive Cal-OSHA training in multiple areas including, fall protection, general health and safety, hand and power tools, fire protection, rules and regulations of workplace safety, sexual harassment, and reasonable suspicion testing.

Section 2: General

Bill Corollo

Route Operations Manager



Exceedingly accomplished with 31 years' tenure at TTSD, Bill oversees the daily operations of routes, providing guidance in commercial and residential collection scheduling and debris management. A seasoned veteran in managing workforce in high snow environments, Bill is also responsible for the management of the Company's 40-plus route employees. As Route Operations Manager, Bill serves as our representative to Placer County and Nevada County of Truckee. Responsible for the development of vital resource management practices, Bill has worked closely with both jurisdictions to implement the blue and green bag programs, the conversion of a cardboard pilot program into a permanent program, the coordination of trash and fire safety days, and the creative orchestration of reliable collection services in high snow areas.

Bill has served as the company consultant to Placer County Facility Services on its solid waste and recycling focus groups and workshops, as well as liaison to Nevada County of Truckee Council on its waste and recycling policies. Bill has been responsible for the coordination of Nevada County of Truckee and Placer Defensible Space Programs. In recognition of his dedication Bill was inducted into the Truckee Day Hall of Fame for his work on Truckee's Annual Roadside Cleanup Program. Originally a native of Tustin, California, Bill and his wife have resided in the Lake Tahoe area for 36 years, currently Town of Truckee residents. Bill is a devoted father of three and a grandfather. He is an avid golfer and fisherman and is often seen walking his two dogs on the Legacy Trail.

Luis Barraza

Shop Supervisor



Luis carries a remarkable 47-year record of relevant industry experience, beginning with Truckee Donner Disposal in 1970 and then with TTSD in 1980 to present day. Luis has very recently moved to the Sierra Valley, but made his home in Truckee for 46 years and so fully understands the demands of the area. Beginning as a driver foreman for routes, extending to his current position where he oversees the repair, maintenance, and fabrications of all operations, Luis has extensive experience in the practical application of collecting and processing solid waste. His current responsibilities include the scheduling, supervision and training of shop staff. He is skilled in heavy equipment operation, landfill maintenance, closure, and monitoring. Luis is very pragmatic and highly knowledgeable, possessing valuable skills as a trainer and supervisor.

An accomplished and certified welder and fabricator, Luis is recognized as a master in the field, with extensive experience in the innovative design and fabrication of equipment suited to meet the needs of the industry. His long tenure has rewarded the company with many innovations central to the safe and efficient collection and processing of solid waste and recyclables in our unique area. He has been instrumental in the successful design of bear proof devices, including the original template for the Bay-Con enclosure (now Baker Bin), as well as dumpsters ranging from self-closing mechanisms to stable bear-resistant retrofits. The special fork-lift device pickup trucks seen on the routes are entirely fabricated under his careful watch, displaying the successful results of constant improvement, modification and adaptation to the ever-changing industry.

David Ellsworth

Lead Fabricator



Dave has 20 years' experience in troubleshooting, maintenance, and repair on heavy duty equipment including diesel trucks, hydraulic, air, electrical systems, production equipment, and farm equipment. Dave began his career at Sierra Pacific Truck Shop in Loyalton, California in 1990 where he was responsible for maintenance and repairs on lumber and log trucks.

In 1995, he began working as Lead Millwright for Sierra Pacific Industries, where he was responsible for managing a crew, and troubleshooting and maintenance on jobsites. He was promoted to Lead Mechanic/Millwright in 2000 and he continued on in this position until he came to work for TTSD in 2011 as Lead Fabricator/Welder. TTSD was lucky to have someone of Dave's caliber come on board and has been benefiting from his finely tuned, mechanically inclined way of thinking and accomplishing tasks. Dave will find a way to conquer any problem or issue that might arise.

Dave was instrumental in the design and manufacture of the first automated Class 5 truck that empties into an interchangeable six-cubic yard bin for TTSD. The innovative device allows for increased serviceability for a number of applications, including remote areas generally considered too difficult to access by larger equipment.

2 General

2.B Collective Bargaining Agreement

TTSD personnel are not organized. There is no *Collective Bargaining Agreement* to include.

2 General

2.C Subcontractors

TTSD will not use subcontractors for the scope of work outlined in the draft *Agreement*.



2 General

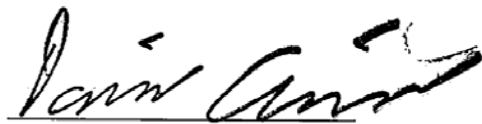
2.D Secretary's Certification

ATTACHMENT 3
SECRETARY'S CERTIFICATION

The undersigned, being the Secretary of Tahoe Truckee Disposal Co., Inc., a
Company Name
California corporation ("the Company"), does hereby certify that the following resolution was adopted by the Board of Directors of the Company and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that Mary Collins Name of Designated Representative be, and hereby is, authorized to sign the Company's proposal and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to the **Discarded Materials Collection and Processing in Unincorporated Eastern Nevada County, California Sole-Source Proposal Request** from the County of Nevada, California, and that any such action taken to date is hereby ratified and approved.

Dated: 5/9/18



Signature

Secretary

Title

Section 2: General

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3 Technical Proposal

Overview

The challenges and unique service requirements associated with the Sierra Nevada and Greater Lake Tahoe area include isolated locations, challenging terrain, inclement weather, wildlife, high percentage of vacation homes and rentals, and community dumpsters. The residential service areas of Unincorporated Eastern Nevada County contain a labyrinth of narrow and meandering roads, many not maintained during the winter. Considering the provision of collection services from a strict size and scope perspective, may lead one to believe that this proposal should be a straight forward and easily managed scope of work to execute. It is not, especially when you are as dedicated to top-notch customer service as TTSD. To break down and highlight the challenges associated with the above:



- **Isolated Area**

Unincorporated Eastern Nevada County constitutes the outlying areas surrounding the Town of Truckee. From Floriston to Emigrant Gap, many of the service locations are dispersed across a large geographical region in the heart of the Sierra Nevada, lacking standard roadway access.

- **Terrain**

High altitude and narrow mountain roads make it challenging to use standard collection vehicles. Large lots with homes set back considerable distances from the road adds considerable time to collection service, even in the best weather.

- **Inclement Weather**

Snow and ice add in many variables to the provision of service. Chaining up/unchaining collection vehicles in order to leave/return to our operations base requires about one hour. Oftentimes a driver must chain up multiple times to access routes—taking even more time away from collection activity itself.

Inclement weather dramatically impacts collection activity efficiency. Inaccessible streets often times cause route interruptions. Accumulated snow impedes visibility, and snow and ice atop containers adds weight and logistical challenges. Winter weather greatly impacts travel time due to road conditions, route and collection point access conditions, and road closures. Heavy power lines come down or are lower than normal creating a hazard for large trucks. Even with the best of intentions, preparedness, and safety protocol, expenses escalate with intense snowfall. Interstate 80 closures potentially increase overtime. Route

Section 3: Technical Proposal

vehicles, even when fully chained, may still require towing assistance when snow conditions necessitate.

- **Wildlife**

Bears are prevalent in many Nevada County service locations. Roaming bears require the use of bear sheds for some residents and wildlife resistant containers for our commercial customers. Residential bear sheds require our drivers and helpers to travel atypically long distances to access containers. Bear shed locations, types, and access vary greatly throughout the service area, and on average, more than triples the time it takes to make a collection as compared to a more benign service environment.

- **Vacation/Rental Homes and Tourism**

Nevada County has a high saturation of second and vacation rental homes. These secondary residence types come with their own set of challenges, including spikes in materials generated for pickup, the creation of a fair rate matrix for homeowners, and set-out challenges associated with renters. Tourism and the associated traffic, cause lengthy drive times as trucks may be delayed in heavy traffic which also impacts route efficiencies. During both winter and summer, major holidays can cause tremendous routing delays.

- **Convenience Community Dumpsters**

Many of the residential customers in Nevada County utilize community dumpsters for residential trash collection. Providing centrally-located dumpsters for residential collection often attracts large volumes of trash and sometimes turns into a public dumping ground. TTSD strives to work with HOAs to limit access to the dumpsters to genuine and qualified residential usage with specific placement locations.

TTSD's response to all of the above, within the context of the provision of excellent service, has been to evolve our service delivery systems, including safety preparedness, to meet and exceed each challenge. In particular, we take responsibility for providing collection services that protect worker and public safety. Part of the evolution of service delivery is customer interaction. TTSD has built a customer-centric operation. We have taken the needs and preferences of our customers quite seriously—always doing what it takes for have them to be completely satisfied with our services.

The operational approaches described on the following pages to address Nevada County's requested *Base* and *Enhanced* services have been thoughtfully vetted. Our approach to the provision of services is best outlined in a chart. The included *Collection Approach* chart when taken with our proposed *Equipment List* paints a good picture of our response to *Base* and *Enhanced* proposals in a simple format, for easy understanding.

Some neighboring waste services providers close their doors in response to storms. We may do this, but only when adherence to safety policy demands it. Our threshold for shutting the door typically exceeds neighboring haulers. Our 54-year history of servicing the difficult environs proves our commitment to keeping the Sierra Nevada pristine. Day in and day out, for decades.

Section 3: Technical Proposal



Collection Approach – Residential and Commercial

	Base Services	Enhanced Services
Single-Family Multi-Family* <p><i>*For MFD accounts featuring individually billed/ cart-based MM service.</i></p>	 <p>Customer-provided cans (MM) 1x/wk. Blue bags(recyclables) 1x/wk. Convenience (community) dumpsters .</p> <p>Various truck types (see equipment list):</p> <ul style="list-style-type: none"> - Frontloaders - 4WD Fork trucks 	 <p>64-g Carts (recyclables). Green bags (green waste – up to 4/wk). 96-g Carts (green waste – bi-weekly). Yellow bags (food waste). Covered pails (food waste).</p> <p>Various truck types (see equipment list):</p> <ul style="list-style-type: none"> - Frontloaders - Automated 4WD Fork trucks - Curotto Can Automated Frontloader - 4WD Fork trucks
Commercial Multi-Family** <p><i>*For MFD accounts featuring centrally-billed/shared/bin - based MM service</i></p>	 <p>Can Collection:</p> <ul style="list-style-type: none"> - May be blended with residential routes (see previous chart for equipment type) (MM/blue) 1x/wk. <p>Bin Collection:</p> <ul style="list-style-type: none"> - MFD and Commercial Bins in 3-, 4-, 6 CY (mixed materials) 3x/wk. - MFD and Commercial Cardboard Bins in 3-, 4-, 6 CY (cardboard only) 1x/wk. <p>Bagged recyclables placed in MM containers (bin or can) by customer.</p>	 <p>Bin Collection (MM) Up to 3 times/week. 64-g or 96-g Carts (recyclables) 1x/wk. Yellow bags (food waste) 1x/wk. Covered pails (food waste) 1x/wk.</p> <p>Bagged food scraps placed in MM containers (bin or can) by customer.</p>
Debris Box/ Compactor <p><i>For roll-off/compactor service – temporary and permanent.</i></p>	 <p>Debris Box Collection:</p> <ul style="list-style-type: none"> - Debris boxes and customer-provided compactors of various sizes. - Metal 10 -gauge debris boxes in standard sizes. - Temporary or permanent service. <p>Service Frequency: Up to 3 times/week</p>	 <p>Debris Box Collection:</p> <ul style="list-style-type: none"> - Debris boxes and customer-provided compactors of various sizes. - Metal 10 -gauge debris boxes in standard sizes. - Temporary or permanent service. <p>Service Frequency: Up to 3 times/week</p>

Section 3: Technical Proposal

Nevada County Equipment List – Base and Enhanced

The following list represents the proposed equipment for the new *Agreement*. A new contract between TTSD and Nevada County, combined with allocated equipment and routing across jurisdictions, affords the ability to make replacements to equipment. Cross-usage between Truckee, Placer County and Nevada County serves to utilize fleet efficiencies, while decreasing cost impacts to Nevada County rate payers. While equipment is always selected with the rigors of the service area in mind, TTSD reserves the right to evaluate and deem impassable any roadways that may cause damage to vehicles or are otherwise unsafe. TTSD will continue to make all reasonable efforts to provide service, as afforded by our specialized equipment.

The proposed mix of equipment provides insurance that we can continue to reliably provide service year round, while introducing some additional efficiency.

Equipment List – Base Services

Vehicle Type	Make	Model	Engine	Year	Condition	Quantity
Frontloader	Autocar	ACX	Diesel	2018	New	1
4WD Fork Truck	Ford	F550	Diesel	2018	New	1
Roll-Off	Autocar	ACX	Diesel	2018	New	1

Equipment List – Enhanced Services

Vehicle Type	Make	Model	Engine	Year	Condition	Quantity
Frontloader	Autocar	ACX	Diesel	2018	New	1
Curotto Can Automated Frontloader	Autocar	ACX	Diesel	2018	New	1
Automated 4WD Fork Truck	Ford	F550	Diesel	2018	New	1
Rearloader	Peterbilt	348	Diesel	2018	New	1
Roll-Off	Peterbilt	567	Diesel	2018	New	1

General equipment specifications are included in *Section 6* located at the conclusion of this proposal.

3 Technical Proposal

Overview/Safety

Safety is a huge priority for TTSD due to the conditions noted in the opening section of this *Overview*. Because of those, we have developed a robust, wide-ranging, safety program that has been acknowledged by Cal-OSHA and our outside risk managers as being effective and comprehensive.

To start, TTSD only employs qualified personnel to perform collection services. In order to deliver superior performance, drivers must be properly trained. Properly trained drivers increase the probability that services are performed correctly the first time, and that accidents and incidents will be avoided. The objective of this section is to provide Nevada County with approach to recruiting/developing the optimal workforce.

Workplace Hazards Evaluation

TTSD conducts thorough workplace hazards evaluations of all collection operations job classifications, maintenance shop job classifications, and general office workers, as well as for all physical areas of its facility. For example, hazards will be identified by job task, and a specific training measure identified to prevent incidents and accidents that may occur as a result of that hazard. Those specific training components are incorporated into the required training program for that position.

Employee Orientation

New employees are required to review the following documents, which at a minimum include: the Company's *Employee Handbook*, *Safety Policies and Procedures* manual, and *Injury and Illness Prevention Program (IIPP)*.

- **Safety Policies and Procedures Manual**

This manual is comprehensive, covering everything from all the components of the Company's safety orientation, to emergency procedures, accident/loss reporting procedures, and so forth. It is the Company's observation that when employees are fully informed about the high safety standards of the Company from the first day on the job, a strong effort is made by new employees to match their performance to those high standards.

- **Injury and Illness Prevention Program (IIPP)**

As required by law, the Company also has an IIPP. It is well organized, thorough, and OSHA compliant. The plan identifies hazards, as previously described, and identifies the various elements of the Company's overall safety program, such as safety practices, safety training, record keeping, and so forth.

Monitoring of Work Performance

During the first few days of being on the job with TTSD, driver's work habits are assessed by the supervisor to ensure good safety habits are strictly followed. Supervisors proactively address any problems observed, reminding the employee of what was learned in training. Safe work practices are continually monitored and addressed each time an incident or accident occurs.

Facility Inspections

TTSD conducts monthly site inspections of its facilities. Potential hazards are noted and corrected.

Accident and Incident Management

TTSD dispatches a supervisor to the scene immediately when an accident or incident occurs. A report is completed by both supervisor and employee. Following the incident, the employee receives appropriate retraining. The Safety Committee reviews the incident, also evaluating what, if any, disciplinary action shall be suggested for the employee. Depending on the incident, its severity, frequency, and related factors, the employee may be removed from route operations until they are able to sufficiently demonstrate a thorough understanding of the proper safety procedure.

Safety Meetings

Safety meetings at minimum, are held once per month, and are conducted with input from TTSD's outside risk manager. OSHA topics are discussed in rotating order, and meetings are customized for incidents—and how they could have been prevented—from the prior month are reviewed in an open, interactive format.

Required Postings and Signage

All materials that must be posted by law are posted on TTSD's employee bulletin board. TTSD checks this bulletin board regularly to ensure all such materials are neatly posted and easily readable. This is part of TTSD's monthly site inspections, described above.

Risk Management Resources

TTSD's internal risk manager and insurance company support all facets of safety. The resources provided by the insurance carrier are integral to TTSD's overall risk management. Some of these resource materials include: integrated safety management, including assessment and training; behavior modification and safety training for supervisors and managers; and safety leadership training.

Driver Appearance, Conduct, Compliance

Drivers will wear a clean, company-issued uniform daily. They will have on their persons at all times a valid and properly endorsed California or Nevada license, will act in a professional and responsible manner, and will comply with all applicable local, state, and federal laws and regulations. As the faces of TTSD, drivers are also a part of the customer service core that runs through the entire company.

Alcohol and Drug Testing

TTSD performs alcohol and drug testing per the Department of Transportation's testing procedures under the following circumstances:

- Pre-Employment Testing: TTSD requires alcohol and drug testing after hiring and prior to commencement of work.
- Post-Accident Testing: Alcohol and drug testing is required as soon as possible after any accident involving any employee. The Company reserves the right to continue testing attempts up to 32 hours after the time the accident occurred.

Section 3: Technical Proposal

- Random Testing: All employees who drive Company vehicles are subject to random alcohol and drug testing.
- Reasonable Suspicion Testing: TTSD requires alcohol and drug testing based on a supervisor's personal observations of the employee's appearance, behavior, speech, performance, manner, and/or body odor. Likewise, TTSD provides training for managers and supervisors on identification of symptoms and behaviors of alcohol and/or controlled substance use or abuse.
- Return-to-Work Testing: In the case where an employee has taken a leave of absence to participate in an approved drug or alcohol abuse rehabilitation program, the employee must submit to alcohol and drug testing prior to returning to work. Refusal to submit to alcohol and drug testing may result in immediate termination. Testing is contracted to and managed by an outside firm.

3 Technical Proposal

Overview/Customer Service

TTSD is known for its friendly customer service representatives and generous service. Doing the right thing for the community we have been a part of comes naturally to us. At TTSD, customer service isn't just a department, it's our culture. We are committed to providing excellent customer service to our customers and friends in Truckee with the utmost professionalism and courtesy from all of our Customer Service Representatives (CSRs), drivers, and management staff. Customer service is everyone's bottom line job and we behave accordingly.

General Protocols

Upon receipt of a call, the CSR opens the conversation with a friendly introduction and greeting. CSRs are trained to fully listen to the customer's request, ask clarifying questions, and then repeat the details back to the customer. Once the CSR has verified that they understand the nature of the call, they propose a solution. Once the issue has been resolved to the customer's satisfaction, the CSR then inputs all appropriate details into the customer service software system. We are committed to the permanent resolution of customer concerns with one phone call, and that's what we work toward each time.

- **Missed Collections**

Our goal is to have zero missed pickups. Our policy is that as long as we still have a driver in the area at the time a missed pickup is reported, we will return to service the customer that day. In the event we have left the area, we will pick up the material the next day our collection team is in the area. On the rare occasion that we are unable to pick up the material within that service week, we may offer to pick up double the material the following week, at the customer's discretion.

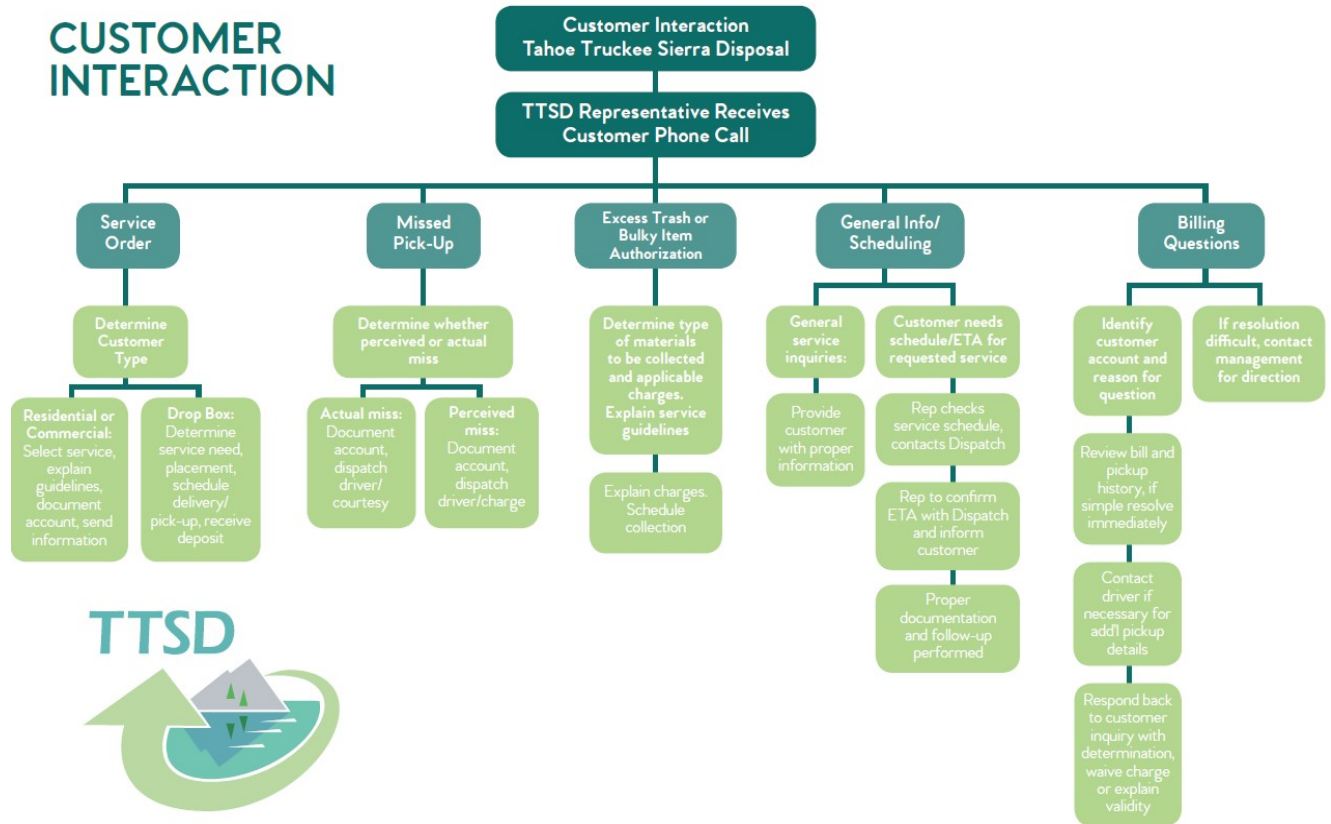
- **Non-Collection Notices (NCNs)**

NCNs for cause include contamination, improper set out or other action that would prevent collection. Communicating in a written manner and annotating all communication in our RouteDriver software system allows us to make sure we are informing our customers in a timely manner. If the customer contacts us regarding the NCN, CSRs can quickly lookup the reason for non-collection and provide appropriate assistance.

- **Multilingual Assistance**

We have multiple Spanish speaking CSRs to assist as needed. Our region is home to many Spanish speaking residents to whom we owe the same great service experience.

The customer interaction chart on the following page conveys how the common call types are handled.



Section 3: Technical Proposal

Information Technology

TTSD was an early adopter of customer relationship management and data tracking software in the waste industry. Seeing the need early on, TTSD hired its own IT professional (see Andy Larson's biography in *Section 2*) and continued the work owner David Achiro had previously begun. Two products have been developed and fully integrated with back office systems at TTSD: RouteDriver (our residential solution) and APEX (our commercial product).

Here are a few features associated with **RouteDriver**:

- Panasonic Tough-Book tablet computers are mounted in each truck and the screen presents each address. Drivers can see customer name, level of service, and a menu of collection items.
- Drivers record detailed pickup activity at each stop. Collection items (accessible via a button or drop down list) include but are not limited to:
 - ✓ Containers (cans, plastic bags, odd items).
 - ✓ Overages will prompt authorization to collect the materials.
 - ✓ Bear sheds/no bear sheds.
 - ✓ Bulky items (and type).
- Customer service representatives can pull up accounts to view the financial transaction history and collection history by customer and can email that information to customers upon request.
- CSRs can also log customer notes which become a permanent part of the customer's account history.

This is a screen shot of a customer account data.

The screenshot displays the RouteDriver software interface. At the top, a status bar shows 'Z200 *** AUDIT MODE *** ANDY LARSON Route: 180 Stop 1 of 329 [0.964] [Last Sync 2/17/2017 8:16:42 PM]'. The main form is divided into several sections. The top section contains fields for 'Account' (A161039), 'Neighborhood' (TAHOE DONNER), 'Old Book #' (512801000), and 'Trips' (0). Below these are fields for 'Occupant' (John & Sandra Ludwig) and 'Address' (17080 SKI SLOPE WAY). A 'Description' field is also present. To the right of the 'Trips' field is a green arrow button. Below the 'Address' field is a 'Special Note' field and an 'Acknowledged?' checkbox. A 'Return' button is located at the bottom left of this section. The bottom section of the form is a grid of icons representing different collection items: '0 Regular' (trash can), '0 Extra' (trash can with bag), '0 Blue Bag' (recycling symbol), '0 45Gal' (large trash can), and 'Other Item' (trash can with 'X'). To the right of these icons are buttons for 'Svc Charge', 'Unmarked Stops', and a red diamond button. A 'Trips' dropdown menu is also visible. The bottom of the form has a row of labels: 'No Can: No', 'Empty: No', '0 Mess', 'Snow', and 'Block'.

Section 3: Technical Proposal

APEX is a commercial billing system. Currently APEX allows TTSD to accurately capture all activity associated with commercial service to produce accurate billings in an automated fashion.

Below is a screen shot of the *Dispatch* module screen.

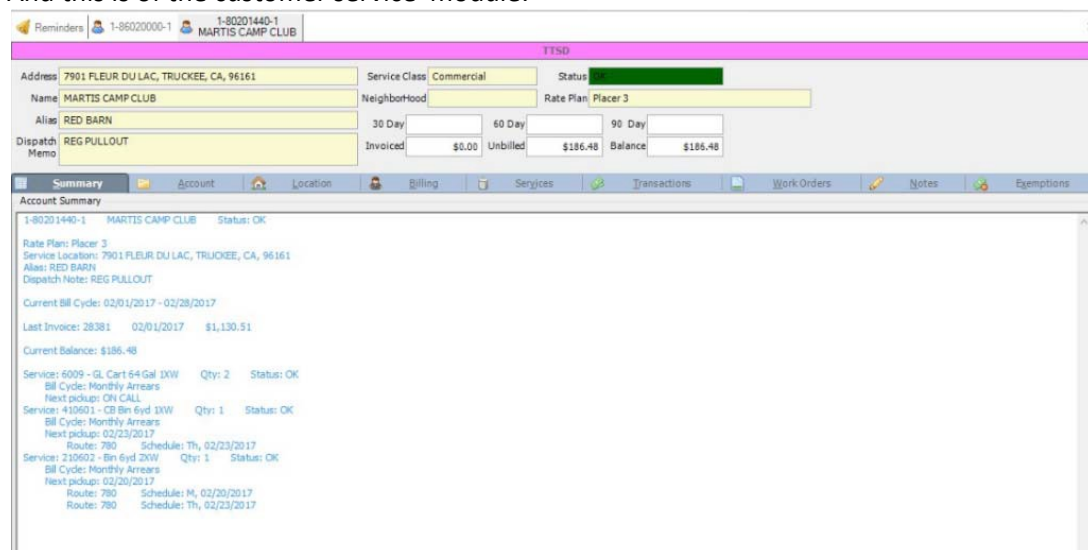


Reminders 1-80201440-1 MARTIS CAMP CLUB Work Orders

Drag a column header here to group by that column.

Assigned To	Sequence	Work Order	Type	Product	Name	Location	Bill Area	Route	Neighborhood
	0	17570	Final	Debris Box 06yd	RANDY FISHER (FISHER)	10265 ESTATE DRIVE	Truckee		
	0	17544	Special Pickup	Bin 04yd	HERATAGE COVE (HERATAGE C	7580 NORTHLAKE	Placer 3		
	0	17518	Final	Debris Box 06yd	GAR WOODS GRILL & PIER (GAR	5000 NORTHLAKE, CARNELI	Placer 3		
	0	17556	Final	Debris Box 06yd	NICOLE WILSON	1152 MARTIS LANDING	Placer 3		NORTHSTAR
	0	17660	Change Service	Bin 06yd	TRAILSIDE BUILDERS (TRAILSIDE	LOT 434 VILLANDRY	Placer 3	780 Martis Mon	
	0	17678	Information	Cardboard 06yd O	TAHOE YACHT HARBOR LLC (TAH	700 NORTHLAKE BLVD	Placer 3	800 Cardboard M	
	0	16620	Switch	Debris Box 06yd	S.M.C. CONTRACTING, INC (S.M.C	PLACER 3 BIN CHARGE S.M.	Placer 3		
	0	17680	Final	Debris Box 30yd	NORTHSTAR @ TAHOE AP (NOR	PLACER 3 BIN CHARGE NO	Placer 3		
	0	17656	Debris Box Deliver	Debris Box 06yd	BRIAN CASEY CONSTRUCTION	10144 SOMERSET DR	Truckee		GLENSHIRE
	0	17534	Special Pickup	Bin 30yd	BOREAL RIDGE CORP (BOREAL	MAINT SHOP / KITCHEN	Nevada		
	0	17504	Final	Debris Box 06yd	RANDY FISHER (FISHER)	10265 ESTATE DRIVE	Truckee		
	0	17646	Switch	Debris Box 06yd	VISSER GROUP INC.	13230 MORRINE ROAD	Truckee		DONNER LAKE
	0	17410	Switch	Debris Box 30yd	J & S CUSTOM HOMES J & S CUS	13691 DONNER PASS RD	Truckee		DONNER LAKE
	0	17480	Switch	Debris Box 06yd	MATT JABORSKI CONSTRUCTION	2042 SERENE RD	Placer 2		
	0	17548	Debris Box Deliver	Debris Box 06yd	CASTLE PEAK VACATIONS	2226 LAKE DRIVE, SERENE	Placer 3		SERENE LAKES
	0	17458	Final	Debris Box 20yd	TAHOE TRUCKEE SCHOOLS	11725 DONNER PASS ROAD	Truckee		

And this is of the customer service module:



Reminders 1-80201440-1 MARTIS CAMP CLUB

TTSD

Address: 7901 FLEUR DU LAC, TRUCKEE, CA, 96161 Service Class: Commercial Status: OK

Name: MARTIS CAMP CLUB Neighborhood: Rate Plan: Placer 3

Alias: RED BARN 30 Day: 60 Day: 90 Day:

Dispatch Memo: REG PULLOUT Invoiced: \$0.00 Unbilled: \$186.48 Balance: \$186.48

Summary Account Summary

1-80201440-1 MARTIS CAMP CLUB Status: OK

Rate Plan: Placer 3

Service Location: 7901 FLEUR DU LAC, TRUCKEE, CA, 96161

Alias: RED BARN

Dispatch Notes: REG PULLOUT

Current Bill Cycle: 02/01/2017 - 02/28/2017

Last Invoice: 28381 02/01/2017 \$1,130.51

Current Balance: \$186.48

Service: 6009 - GL Cart 64 Gal DXW Qty: 2 Status: OK

Bill Cycle: Monthly Arrears

Next pickup: ON CALL

Service: 410601 - CB Bin 6yd DXW Qty: 1 Status: OK

Bill Cycle: Monthly Arrears

Next pickup: 02/23/2017

Route: 780 Schedule: Th, 02/23/2017

Service: 210602 - Bin 6yd 20W Qty: 1 Status: OK

Bill Cycle: Monthly Arrears

Next pickup: 02/20/2017

Route: 780 Schedule: M, 02/20/2017

Route: 780 Schedule: Th, 02/23/2017

Initiation and Transition to Tower 7 (AMCS)

In late 2017, TTSD ordered a new, off the shelf technology solution called **Tower 7** from the software maker AMCS. The software will replace both **RouteDriver** and **Apex**, with an integrated, Commercial and Residential interface. TTSD is targeting a launch of date of July 1, 2018. The new software will offer increased online bill pay options to Commercial customers, currently not available via **Apex**.

3 Technical Proposal

3.1 General

3.1A: County to Approve all Services

General

In accordance with the draft *Agreement*, all services are to be determined by the Board of Supervisors.

3.1B: Hours of Collection

General

TTSD acknowledges its agreements with the *Hours of Collection* included in the draft *Agreement*, including information pertaining to:

- Regular Hours of Service
 - Residential Routes: 5:30am-6:00pm
 - Commercial Routes: 5:30am-6:00pm

3.1C: Holidays

General

In accordance with the draft *Agreement*, TTSD acknowledges if the day of collection falls on a Holiday and collection service is not provided, TTSD will provide collection service on the next workday following the observed Holiday.

3.2 Single-Family Collection Services

It is notable, with respect to single-family collection services, TTSD has in its existing collection approach eliminated multiple passes through the use of frontloaders and automated Fork trucks. A one-pass approach is safer in inclement weather, minimizes street wear and tear, vehicle emissions, is generally more efficient, and frankly, the roadway access does not permit traditional garbage truck access in many locations in the service area. Collection equipment for the new contract has also been selected based on the ability to maintain efficient collection. Our choice of collection vehicles also takes into account the needs of a rugged service area.

3.2A: Base Services

Single-Family Services

The information below summarizes basic service parameters. In accordance with the draft *Agreement*, the *Base* services are modeled after the existing collection services provided to residents of Unincorporated Eastern Nevada County.

Base Service: Mixed Materials Collection/Cans

- Customer's base rate provides for the servicing of one customer provided 32-gallon can of mixed materials, picked up once weekly, with an additional fee for service overages.
- TTSD will collect mixed materials placed curbside or in bear sheds, set out in cans, bags, or bundles.
- Currently, drivers will collect from bear sheds placed within 15 feet of the edge of the roadway for no extra charge.
- See our current collection approach in the following chart.

Base Service: Blue Bag Recycling Program

- Recyclable materials are collected via customer provided blue bags, when set curbside or adjacent to a bear shed, on collection day.
- Blue bags are collected at no charge to the customer.
- See our current collection approach in the following chart.



Base Service: Convenience Dumpsters

- Certain neighborhoods, or homeowners associations electing to not receive curbside can service have dumpsters placed in convenient locations for residential use.
- The customer's base rate provides for capacity equivalent to 32-gallons of weekly service per parcel.
- Dumpsters are provided in a variety of capacities at each location, depending on parcels serviced.
- Picked up minimum of once weekly.
- Convenience dumpsters are serviced via Frontloader.

While legacy issues have perpetuated increases in convenience dumpster quantities and frequency of service to overwhelming capacities, TTSD has taken this opportunity of a new *Agreement* to evaluate and properly size the dumpster offerings during the cost modeling

Section 3: Technical Proposal

process. Our recommendation is to limit convenience dumpster service frequency to once weekly and, based on our evaluation of the related parcels, implement dumpster capacities according to the following chart.

Community Description	Parcels Served	Quantity (count)	Size(cubic yards)	Weekly Yardage	Cans Per Parcel/Wk
Towle Mountain	9	1	2	2	1.40
Soda Springs	19	1	3	3	1.00
Boreal Ridge	8	1	2	2	1.58
Plavada	228	9	4	36	1.00
Kingvale	85	3	4	12	.89
Martis Peak	43	1.1	4.3	7	1.03
Klondike Flat	8	1	2	2	1.58
Russell Valley	44	2	4	8	1.15
Juniper Hill	45	1.1	4.3	7	.98
Donner Ski Ranch Condos	36	1	6	6	1.05
Subtotal	525			85	1.02

Each community utilizing a convenience dumpster system for collection has unique requirements and issues. For example these issues, problematic placements in winter, public dumping, spring clean-ups, etc... We would be happy to discuss the issues as they relate to each specific community in detail during the post proposal process. It is TTSD's understanding that any excess materials collected or additional services requested would be charged to and paid for by the appropriate homeowner association.

Base Service: Christmas Tree Recycling

- Christmas trees cut into three (3) lengths will be collected from residential curbside service locations at no additional charge to the customer.
- The Christmas tree pickup will occur for one week during January with customers granted the opportunity to place out their tree on the regular collection day of that week.
- Collected Christmas trees will be taken to the *Designated Processing Facility* for diversion purposes.
- These trees are collected with our standard route collection vehicles.

In summary, the following charts displays the specific approach with respect to weekly residential collection equipment based on current route boundaries and collection days.

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Collection Approach – Residential Scheduled Services



Base Services

Enhanced Services

<p>Single-Family Multi-Family*</p> <p><small>*For MFD accounts featuring Individually billed/ can-based MM service.</small></p>	 <p>Customer-provided cans (MM). Blue bags (recyclables). Convenience Dumpsters (MM).</p>	 <p>Customer-provided cans (MM). Convenience Dumpsters (MM). Carts (recyclables and green waste). Green bags (green waste.) Yellow bags (food scraps.) Pails (food scraps).</p>
<p>Monday:</p> <ul style="list-style-type: none"> - Donner Pass Road - Curbside Stops: 169 - Plavada, Kingvale, Towle Mountain, Boreal Ridge, Donner Ski Ranch, Soda Springs - Courtesy Parcels: 383 	<p>Mixed/Recyclable Materials:</p> <ul style="list-style-type: none"> - Frontloader (1) - 4WD Fork truck (1) 	<p>MM/Green and Yellow Bags:</p> <ul style="list-style-type: none"> - 4WD Fork truck (1) - Frontloader (1) <p>Recycling and Green waste Carts:</p> <ul style="list-style-type: none"> - Curotto Can Frontloader, separate routes (1) - Automated 4WD Fork truck (1) - Frontloader (1) <p>Food Scraps Pails:</p> <ul style="list-style-type: none"> - Rearloader (1)
<p>Tuesday:</p> <ul style="list-style-type: none"> - Teton Way - Curbside Stops: 1 - Russell Valley - Courtesy Parcels: 46 	<p>Mixed/Recyclable Materials:</p> <ul style="list-style-type: none"> - Frontloader (1) - 4WD Fork truck (1) 	<p>MM/Green and Yellow Bags:</p> <ul style="list-style-type: none"> - 4WD Fork truck (1) - Frontloader (1) <p>Recycling and Green waste Carts:</p> <ul style="list-style-type: none"> - Curotto Can Frontloader, separate routes (1) - Automated 4WD Fork truck (1) - Frontloader (1) <p>Food Scraps Pails:</p> <ul style="list-style-type: none"> - Rearloader (1)
<p>Wednesday:</p> <ul style="list-style-type: none"> - Stops: 0 		
<p>Thursday:</p> <ul style="list-style-type: none"> - Hirschdale - Curbside Stops: 31 - Juniper Hill and Martis Peak - Courtesy Parcels: 88 	<p>Mixed/Recyclable Materials:</p> <ul style="list-style-type: none"> - Frontloader (1) - 4WD Fork Truck (1) 	<p>MM/Green and Yellow Bags:</p> <ul style="list-style-type: none"> - 4WD Fork truck (1) - Frontloader (1) <p>Recycling and Green waste Carts:</p> <ul style="list-style-type: none"> - Curotto Can Frontloader, separate routes (1) - Automated 4WD Fork truck (1) - Frontloader (1) <p>Food Scraps Pails:</p> <ul style="list-style-type: none"> - Rearloader (1)
<p>Friday:</p> <ul style="list-style-type: none"> - Floriston - Curbside Stops: 48 - Klondike Flat - Courtesy Parcels: 8 	<p>Mixed/Recyclable Materials:</p> <ul style="list-style-type: none"> - Frontloader (1) - 4WD Fork Truck (1) 	<p>MM/Green and Yellow Bags:</p> <ul style="list-style-type: none"> - 4WD Fork truck (1) - Frontloader (1) <p>Recycling and Green waste Carts:</p> <ul style="list-style-type: none"> - Curotto Can Frontloader, separate routes (1) - Automated 4WD Fork truck (1) - Frontloader (1) <p>Food Scraps Pails:</p> <ul style="list-style-type: none"> - Rearloader (1)

In the above chart, reviewers will notice that equipment is shared between mixed and recyclable materials routes. This chart is also shown to summarize *Enhanced Services*, as described in the next

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subsection. Specific routing and equipment needs will depend on which Enhanced Services are selected, but the fundamental estimates are displayed above.

3.2B: Enhanced Service Options

Single-Family Services

The information below summarizes fundamental service parameters and TTSD's approach to managing corollary transition matters in the *Enhanced* proposal. All efforts will be placed on a smooth transition in the event the County selects any of the *Enhanced* services described in below, as outlined in the *RFP*.

To avoid redundancy, we have included the *Enhanced* summation of curbside programs in the previously displayed Collection Approach chart. This chart summarizes the specific approach with respect to equipment in the service areas.

The costing of each *Enhanced* service, while carefully calculated during the *RFP* process is not intended to be held for over one year. The *RFP* suggested that if *Enhanced* service options are selected at a later date, the pricing may be established by adjusting the initially bid costs by the Annual Percentage Change in the CPI-U. TTSD does not agree with the methodology proposed and suggests that if and when an *Enhanced* service is selected, the costs are re-submitted according to then-current estimates.

Transition to Enhanced Services

- Encourage customers to sign-up for the new service offering via postcards.
- Deliver containers (carts) through a TTSD-managed deployment on a mutually agreed upon timeline.
- Deliver service guidelines with carts.
- Issue *Non-Collection/Corrective Action Notices* distributed consistently to customers with noncompliant set-outs.

Enhanced Service: Recyclable Materials Collection/Containers

- The *RFP* specifies a 64-gallon cart.
- Our assumption is that about half of residential customers will receive a cart.
- Recyclable Materials Containers will be serviced every other week.
- Requires additional route trucks be dispatched for source-separated recyclable materials collection.

The inclusion of a containerized recyclable collection program to residents presents the introduction of automated equipment, namely a Curotto Can enabled Frontloader and an automated Fork truck, for curbside collection. The service assumptions include offering recyclable materials cart service to half of residential parcels. This program will encounter routing difficulties, especially during winter months, in community associations who utilize convenience dumpsters as those areas are already well known as difficult or impossible to access with heavy-duty vehicles. The custom automated fork truck may be deployed as necessary, creating additional inefficiency for this *Enhancement*. Unfortunately, the use of a rearloader isn't very realistic because of the difficult to access areas. Unlike *Base* route servicing, containerized collection cannot share route efficiencies with neighboring jurisdiction, Placer County (summit area).

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If Nevada County is interested in selecting the *Enhanced* approach to service, some redrawing of route boundaries and re-routing, with the potential of reassigning collection days to customers, may need to occur. TTSD would be happy to address this in the post-proposal process, after the suite of selected services is determined.

Enhanced Service: Recyclable Materials Collection/Green Bags

- The *RFP* specifies up to four (4) Green Bags per week.
- Our assumption is that nearly three-quarters of residential collection customers will utilize the program.
- Collected Green Bags will be delivered to the *Designated Processing Facility* where the green waste materials will be sorted and diverted in accordance with the draft *Agreement*.
- Weather may self-limit the accumulation of Green Bags during winter months, however TTSD suggests that Nevada County expressly designate a program period of May 1st through October 31st each year.



Green Bags will be collected on route, at the same time and in the same truck, as mixed materials. TTSD has nearly a decade of Green Bag program experience in neighboring Truckee and found a high occurrence of Green Bag program abuse by outside contractors who hauled Green Bags generated from other jurisdictions to drop-off for pickup within the free curbside program. TTSD recommends that when piles of more than four (4) green bags are left out for collection, all bags are picked up and the extras bags are charged the additional pickup rate.

Enhanced Service: Yard Trimmings Collection/Containers

- Cart-based collection program featuring one 96-gallon cart.
- Carts are to be serviced every other week.
- Requires additional route trucks to be dispatched for source-separated green waste collection.

Similar to the recyclable materials cart program, this program will encounter routing difficulties, in community associations who utilize convenience dumpsters as those areas are already well known as difficult or impossible to access with heavy-duty vehicles. The custom automated fork truck may be deployed as necessary, creating additional inefficiency for this *Enhancement*. To note, unlike the *Base* services, containerized collection cannot share route efficiencies with neighboring jurisdiction, Placer County (summit area).

If Nevada County is interested in selecting the *Enhanced* approach to service, some redrawing of route boundaries and re-routing, with the potential of reassigning collection days to customers, may need to occur. TTSD would be happy to address this in the post-proposal process, after the suite of selected services is determined.

Enhanced Service: Fire Safety Day

- TTSD will host/staff local drop-off day(s) to accept residential green waste items.
- Individual loads for drop-off will be limited to three (3) cubic yards per participating residential parcel.

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- A single drop-off day has been assumed for a weekend in either May or June, to be held at a location having the greatest community benefit, to be determined in collaboration between TTSD and Nevada County.
- The event(s) require weekend staging of various vehicles and equipment: one (1) Frontloader, one (1) Roll-off with two (2) 30-cubic yard debris boxes and a Fork Truck pickup outfitted with a 6-cubic yard bin.
- Initial Staffing estimates include two commercial drivers, one Class-C driver, one helper and a supervisor.

Cost projections assume a single event at one location. Costs are generally scalable to include additional locations and/or event dates on a limited basis, subject to scheduling availability of labor and equipment during the busy spring, summer season. For costing purposes, TTSD has assumed the event may be held near the general Soda Springs area. Actual event day participation and costs can vary due to a number of factors. TTSD's experience has been that the fairest manner of billing, preferred amongst neighboring jurisdictions, is for TTSD to provide event invoicing based on actual labor and equipment requirements (using agreed-upon equipment and labor hourly rates), plus pass-through of actual disposal costs for materials accepted. The labor and equipment requirements are generally known as the events are scheduled (and may vary from year-to-year depending on the volume of material expected for that year), while actual disposal costs may be less predictable depending on the public's actual participation on the day of the event(s). As a suggestion, the deployment of a Fire Safety Day is an item that may be selected on a per year basis, at the option of Nevada County, with invoicing appropriate for that year if necessary.

TTSD has over two decades of experience hosting green waste drop-off events. TTSD staff is adept at planning and executing single day events, complete with signage and staffing. TTSD would look to partner with Nevada County to promote the annual event days in order to maximize resident participation and effectiveness of the program.

Enhanced Service: Food Scraps Collection/Yellow Bags

There are several challenges associated with formalizing a food scraps collection program that would need to be discussed and resolved in the post-proposal process relating to existing infrastructure. Some challenges/issues include:

- Although the incremental cost on the collection side of the program is negligible, infrastructure-related costs, such as the processing cost component of customer rates is not well established and involves inter-agency collaboration.
- An additional bag program for residents generates more plastic usage.
- Processing of yellow bags requires coordination between Nevada County and the *Designated Processing Facility*.
- No additional equipment is necessary for this program.

It is TTSD's understanding that ultimately a Residential Yellow Bag program cannot be launched without an agreement from the *Designated Processing Facility* (Placer County) to sort the bags, as the current Commercial program is still in pilot stages.

Enhanced Service: Food Scraps Collection/Containers

Again, there are several challenges associated with formalizing a food scraps collection program. The proposal outlines a food scraps program utilizing 5-gallon pails for weekly collection. While TTSD acknowledges the necessity to provide a program that is scalable for a small customer base, the proposed food scraps pail program to residential customers is not recommended in the Unincorporated Eastern Nevada County service area due to the high percentage of parcels utilizing convenience dumpsters.

Other challenges/issues include:

- Inefficient hauling options.
- The incremental cost on the collection side of the program is high.
- Additional trucks must be run through the service area.
- The service area is widespread, remote and difficult to access with traditional equipment.
- This service will require a rearloader.

Similar to the challenges discussed related to yellow bag processing, once the pails are collected, the back end processing requires collaboration and coordination to ensure material is hauled and processed in the most efficient manner available between jurisdictions. This program will encounter routing difficulties and inefficiencies. The custom automated fork truck may be deployed as necessary, creating additional inefficiency and under modeled cost for this *Enhancement* selection.

Enhanced Service: Bulky Item Collection

The following parameters are associated with the bulky item collection program:

- Single-family customers may request bulky item collection, at the County approved additional charge rate.
- TTSD will schedule the collection to occur in no more than five business days from the date of request unless requested by the customer. Collections will be scheduled according to route availability.
- Customers may place out at curbside and we will collect up to three cubic yards of mixed materials, recyclable materials, and e-waste, and up to one appliance or bulky item.
- Items may weigh up to two-hundred (200) lbs. and may not contain Freon, Mercury or similar harmful materials.
- No additional equipment is necessary for this program.

TTSD has projected that approximately 20% of existing residential customers may schedule bulky item pick-up once annually, resulting in approximately sixty (60) instances annually. Since a sustainable rate is expected to be approved by the County and charged to the customer, TTSD does not have any concerns regarding over-subscription to the program, or in TTSD's ability to provide the program.

Enhanced Service: On-Call Green Waste Bin Service

The on-call green waste bin service has been well received in other nearby areas. An on-call green waste bin program has been shown to work well for customers with large amounts of green waste, like annual clean-ups.

- Most recommended solution for defensible space projects.
- Subject to route scheduling for efficiency purposes.
- Once delivered, the bin would be picked up the same day of the following week.

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- The service would be provided seasonally, from May 1st to October 31st.
- County approved rates would apply.

TTSD acknowledges the *RPF's* call for service related to green waste bin services. The estimated costs include participation assumptions of less than 50 instances per year. The difficulty in planning this program centers around the few residential customers living in the services area so participation is likely to be low, in turn adding to the inefficiency of sending a separate truck. Providing an additional service vehicle to the area for green waste only collection will increase emissions and reduce route efficiencies, increasing the necessity to condense the scheduling of on-call green waste bins.

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3.3 Commercial and Multi-Family Collection Services

To avoid redundancy, commercial and multi-family services, unless otherwise indicated if can-based, will be serviced in the same manner and with the same equipment as indicated in *Section 3.2 – Single-Family Collection*, or if bin-based will be serviced in the same manner and with the same equipment as indicated in this section, *Section 3.3 – Commercial and Multi-Family Collection*.

3.3A: Base Services

Commercial and Multi-Family Services

Base Service: Mixed Materials Collection/Containers (Bin/Can)

This service features the following container types:

- Contractor-provided bins in sizes 3-, 4-, and 6-cubic yards, customer-provided cans.
- Service frequency, if can service, is once weekly.
- Service frequency, if bin/drop box service, is up to three times weekly.

Please refer to *Section 3.2 – Single-Family Collection* for more information with respect to can collection. Refer to *Section 3.3 – Commercial and Multi-Family Collection* for more information with respect to bin collection. For efficiency, can customers may be routed with residential routes while bin customers will be routed with commercial/multi-family routes.

Base Service: Recyclable Materials Collection/Blue Bags

Base recyclable materials collection, which mirrors single-family recyclable materials collection services, has one distinction, and that is service frequency. Since recyclable materials blue bags are to be placed in mixed materials containers—whether those are cans or bins of various sizes, the service frequency will be matched to the associated mixed materials collection schedule. In the *Base* proposal, mixed materials contained in a mixed materials bin or drop-box will be collected no less than once but up to three times per week, cans would be serviced once weekly.

Because multi-family bagged recyclable materials are to be placed in mixed materials containers, please refer to *Section 3.2 – Single-Family Collection* for more information with respect to can collection. Refer to *Section 3.3 – Commercial and Multi-Family Collection* for more information with respect to bin collection. For efficiency, can customers may be routed with residential routes and bin customers will be routed with commercial routes.

Base Service: Containerized Cardboard Collection/Bins

TTSD acknowledges the current program features match the outline of the service provided in the draft *Agreement*. This service features the following container types:

- Contractor-provided bins in sizes 3-, 4-, and 6-cubic yards.
- Service frequency is once weekly.
- Service is provided via Frontloader.

Base Service: Construction and Demolition Debris Collection

TTSD acknowledges the current program features match the outline of the service provided in the draft *Agreement*. This service features the following container types:

- Contractor-provided 6-cubic yard bins, or drop boxes in sizes 10-, 20-, and 30- cubicyards.
- Service is conducted on an “on call” basic, up to one week, with daily rental charges applying thereafter.
- Depending on the size of the bin, service may be completed with a Frontloader or Roll-Off truck.

3.3B: Enhanced Service Options

Commercial and Multi-Family Services

The information below summarizes basic service parameters and TTSD’s approach to managing corollary transition matters in the *Enhanced* proposal.

The costing of each *Enhanced* service, while carefully calculated during the *RFP* process is not intended to be held for over one year. The *RPF* suggested that if *Enhanced* service options are selected at a later date, the pricing may be established by adjusting the initially bid costs by the Annual Percentage Change in the CPI-U. TTSD does not agree with the methodology proposed and suggests that if and when an *Enhanced* service is selected, the costs are re-submitted according to then-current estimates.

Transition to Enhanced Services

We will ensure we remain in compliance with AB 341 through the promotion of recyclable materials collection services for these generators commencing with selection of an *Enhanced* service. Commercial and Multi-family customers will be managed on a case by case basis. We’ll monitor, track, and report progress and work steadily toward building a sustainable recycling program for these customers through the distribution of educational materials and on-site interfacing. New container labels will be developed and applied to recycling containers as appropriate.

Enhanced Service: Recyclable Materials Collection/Containers (Dedicated Cart or Bin)

This *Enhancement* eliminates the bagged recyclable materials approach and features the placement of dedicated recyclable materials containers with commercial and multi-family customers. The service parameters are as follows:

- Contractor-provided carts in sizes 64- or 96-gallon and bins in sizes 3-, 4-, and 6-cubic yards capacity.
- Service frequency, if cart service, is once weekly.
- This *Enhancement* would require a Curotto Can equipped truck for servicing separate from Mixed Materials.



Enhanced Service: Food Scraps Collection/Yellow Bags

Base food scraps collection for commercial and multi-family customers mirrors single-family food waste collection services. Since yellow food scraps yellow bags are to be placed in mixed

materials containers—whether those are cans or bins of various sizes, the containers will be picked up on the frequency associated with the mixed materials collection schedule. As stated previously, there are several challenges associated with formalizing a food scraps collection program that would need to be discussed and resolved in the post-proposal process relating to existing infrastructure. Challenges/issues include:

- Although the incremental cost on the collection side of the program is negligible, infrastructure-related costs, such as the processing cost component of customer rates is not well established and involves inter-agency collaboration.
- An additional bag program for residents generates more plastic usage.
- Processing of yellow bags requires coordination between Nevada County and the *Designated Processing Facility*.
- No additional equipment is necessary for this program.

It is TTSD's understanding that ultimately a Residential Yellow Bag program cannot be launched without an agreement from the *Designated Processing Facility* (Placer County) to sort the bags, as the current Commercial program is still in pilot stages. Processing of yellow bags requires coordination between Nevada County and Placer County.

Enhanced Service: Food Scraps Collection/Containers

There are several challenges associated with formalizing a food scraps collection program. It is important to note that in the *Enhanced Services* proposal, TTSD respectfully considered to non-bid the Food Scraps Pail program service offering. The proposal outlines a food scraps program utilizing 5-gallon pails for weekly collection. While TTSD acknowledges the necessity to provide a program that is scalable for a small customer base it would be remiss not to mention the cost factors and operational risks.

Other challenges/issues include:

- Inefficient hauling options.
- The incremental cost on the collection side of the program is high.
- An additional truck must be run through the vast service area, increasing carbon footprint and wear and tear on roadways.
- Customer locations are spread out.
- This service will require a rearloader.



Similar to the challenges discussed related to yellow bag processing, once the pails are collected, the back end processing requires collaboration and coordination to ensure material is hauled and processed in the most efficient manner available between jurisdictions.

Analogous to the recyclable and green waste materials cart program, this program will encounter routing difficulties and inefficiencies. The custom automated fork truck may be deployed as necessary, creating additional inefficiency and under modeled costs for this *Enhancement* selection.

Enhanced Service: Bulky Item Collection

Following are the parameters associated with the bulky item collection program:

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- Commercial or Multi-family customers may request bulky item collection, charged at a pre-approved additional charge rate.
- TTSD will schedule the collection to occur within five business days of customer request, or as otherwise requested by the customer. Collections will be scheduled based on route availability.
- Bulky items eligible for curbside collection include up to one appliance or bulky item, and for multi-family customers up to three cubic yards of mixed materials, recyclable materials, or e-waste.
- Items may weigh up to two-hundred (200) lbs. and may not contain Freon, Mercury or similar harmful materials.
- No additional equipment is necessary for this program.

TTSD has projected approximately five (5) bulky item instances annually. Since a sustainable rate is expected to be approved by the County and charged to the customer, TTSD does not have any concerns regarding over-subscription to the program, or in TTSD's ability to provide the program. Since commercial customers already have an approved rate and method for disposal of extra yardage, commercial customers are not offered extra yardage within the commercial bulky program.

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	Base Services	Enhanced Services
<p>Commercial Multi-Family*</p> <p><i>*For MFD accounts featuring bin-based MM service</i></p>	 <p>Bin Collection:</p> <ul style="list-style-type: none"> - MFD and Commercial Bins in 3-, 4-, 6 CY (mixed materials) - Standard Frontloader - Service Frequency: Up to 3 times/week. <p>Can Collection:</p> <ul style="list-style-type: none"> - MFD and Commercial 32-gal cans - May be blended with residential routes (see previous chart for equipment type). - Service Frequency: Once weekly. <p>Bagged recyclables placed in mixed material containers (bin or can) by customer.</p>	 <p>Bin Collection:</p> <ul style="list-style-type: none"> - MFD and Commercial Bins in 3-, 4-, 6 CY (mixed materials) - Standard Frontloader - Service Frequency: Up to 3 times/week. <p>Can Collection:</p> <ul style="list-style-type: none"> - MFD and Commercial 32-gal cans - May be blended with residential routes (see previous chart for equipment type). - Service Frequency: Once weekly. <p>Recyclables Cart Collection:</p> <ul style="list-style-type: none"> - MFD and Commercial 64- and 96-gal carts (MM/recyclables as requested) - May be blended with residential routes. - Curotto Can equipped Frontloader and Automated 4WD. - Service Frequency: Once weekly. <p>Food Scraps Pail Collection:</p> <ul style="list-style-type: none"> - MFD and Commercial 5-gallon pail. - Rearloader . - Service Frequency: Once weekly. <p>Bagged food scraps to be placed in mixed material containers (bin or can) by customer.</p>

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3.4 Processing and Transfer Services

For the purposes of this collection *Agreement*, language pertaining to the Processing and Transfer Services section should be treated through separate and distinct memorandum of understanding between Nevada County and Placer County (ERL).

3.4A: Processing and Transfer Arrangements

Processing and Transfer Services

TTSD suggests a separate and distinct memorandum of understanding between Nevada County and Placer County (ERL).

3.4B: Materials Processing

Processing and Transfer Services

Mixed Materials

Mixed Materials collected from Unincorporated Eastern Nevada County by TTSD routes will be hauled for processing at the *Designated Processing Facility*, Placer County's Eastern Regional Landfill (ERL).

Recyclable Materials

Recyclable Materials collected from Unincorporated Eastern Nevada County by TTSD routes will be hauled for processing at the *Designated Processing Facility*, Placer County's Eastern Regional Landfill (ERL).

Yard Trimmings Processing

Yard Trimmings Materials collected from Unincorporated Eastern Nevada County by TTSD routes will be hauled for processing at the *Designated Processing Facility*, Placer County's Eastern Regional Landfill (ERL).

Food Scraps Processing

Food Scraps collected in yellow bags from Unincorporated Eastern Nevada County by TTSD routes will be hauled for processing at the *Designated Processing Facility*, Placer County's Eastern Regional Landfill (ERL). Food Scraps collected in pails from Unincorporated Eastern Nevada County by TTSD routes will be hauled for processing at the *Designated Processing Facility*, R.T. Donovan.

Construction and Demolition Debris Processing

Construction and Demolition Debris collected from Unincorporated Eastern Nevada County by TTSD routes will be hauled for processing at the *Designated Processing Facility*, Placer County's Eastern Regional Landfill (ERL).

3.4C: Recovered Materials Marketing

Processing and Transfer Services

The marketing of *Recovered Materials* is the responsibility of the *Designated Processing Facility*. The *Designated Processing Facility* is entitled to keep resulting revenues. The County of Nevada has no obligation to provide financial assistance to TTSD in the event that revenues from marketing *Recovered Materials* are less than anticipated because no revenues from marketing of *Recovered Materials* were included in this *Proposal*. TTSD does not market *Recovered Materials*.

3.4D: Title to Recovered Materials

Processing and Transfer Services

TTSD acknowledges the draft *Agreement* language pertaining to Paragraph D of the Processing and Transfer Services section.

3 Technical Proposal

3.5 Yard Trimmings Drop-Off

The service conditions associated with this *Base* proposal program include the following:

- The acceptance up to six-cubic yards of yard trimmings per customer each calendar year at the *Designated Processing Facility*.
- The material can be brought to the *Designated Processing Facility* for offloading in six (6) one-cubic yard increments during the period May 1 through October 31 annually.
- There is no additional charge to the customer.

TTSD proposes to issue each customer online coupons. These can be downloaded from the customer's internet-based account.

3 Technical Proposal

3.6 Pickup of Illegally Dumped Waste

As described in the *Agreement*, TTSD will, within two days of Nevada County's request, collect and dispose of any discarded materials that have been illegally dumped unless it is deemed unfeasible or unsafe. We are aware of the up to twenty (20) cubic yard annual obligation.

3 Technical Proposal

3.7 Clean-Up

As indicated in the draft *Agreement*, TTSD drivers will continue to keep the roads and streets in Nevada County free from litter that is a direct result of our trucks. TTSD sees our Company and staff as stewards of Nevada County's cleanliness. Our drivers are instructed to report to Dispatch any observed illegally dumped materials to gain approval for collection.

3 Technical Proposal

3.8 Medical Waste

TTSD acknowledges the draft *Agreement* language describing the non-exclusive right and simultaneous non-obligation related to the collection, transport and disposal of Medical Waste.

3 Technical Proposal

3.9 Hazardous, Special, and Unacceptable Wastes

TTSD acknowledges the draft *Agreement* language pertaining to Hazardous, Special, and Unacceptable Wastes.

3.9A: Non-Exclusive Collection of Hazardous and Special Wastes

Hazardous, Special, and Unacceptable Wastes

TTSD acknowledges the draft *Agreement* language pertaining to Hazardous, Special, and Unacceptable Wastes.

3.9B: Unacceptable Wastes

Hazardous, Special, and Unacceptable Wastes

TTSD acknowledges the draft *Agreement* language pertaining to Hazardous, Special, and Unacceptable Wastes.

3.9C: Facility Drop-Off

Hazardous, Special, and Unacceptable Wastes

TTSD acknowledges the draft *Agreement* language pertaining to Hazardous, Special, and Unacceptable Wastes.

Section 3: Technical Proposal

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Section 4: Cost Proposal Forms

4.A Cost Proposal Forms

Cost Proposal Forms are also included as a separate file on the electronic media.

The following information is CONFIDENTIAL.

The Base Cost Proposal Forms are shown below:

1 General Info	
General Proposal Information	
Unincorporated Eastern Nevada County Base Services	
Proposer Name: Prepared by TTSD for confidential RFP submission.	
A. Method of Collection (e.g. manual, semi-automatic, fully automated, split body, etc.)	
1. Mixed Materials Cans	Manual
2. Residential Blue Bags	Manual
3. Mixed Materials Bins	Automated
4. Commercial Blue Bags	Semi-automated
5. Drop Box Mixed Materials	Fully Automated
6. Drop Box Recyclable Materials	Fully Automated
7. Drop Box Construction and Demolition Debris	Fully Automated
B. Collection Vehicle Manufacturer, Model #, and Year (for each vehicle to be used)	
1. Mixed Materials Cans	Forktruck, Frontloader
2. Residential Blue Bags	Forktruck, Frontloader
3. Mixed Materials Bins	Forktruck, Frontloader
4. Commercial Blue Bags	Forktruck, Frontloader
5. Drop Box Mixed Materials	Forktruck, Frontloader or Roll-off, depending on container size
6. Drop Box Recyclable Materials	Forktruck, Frontloader
7. Drop Box Construction and Demolition Debris	Forktruck, Frontloader or Roll-off, depending on container size
C. Container Manufacturer and Specifications	
1. Bins	Stockton Tri-Metals or Consolidated Fabricators
D. Support Facilities	
1. Address of collection vehicle parking, maintenance, washing, and route staff parking facilities	ERL Cabin Creek Road Facility
2. Address of fueling station	ERL Cabin Creek Road Facility
3. Address of administrative office	645 W. Lake Blvd, Tahoe City, CA
4. Address of billing office	645 W. Lake Blvd, Tahoe City, CA
5. Address of customer service office	645 W. Lake Blvd, Tahoe City, CA

Section 4: Proposal Forms

4.B Current Rate Sheet

EXHIBIT - New Rates									
SCHEDULE OF RATES AND FEES									
Tahoe Truckee Sierra Disposal Company: Nevada County									
Effective July 1, 2018									
Service type		Frequency	'18-'19 Base Rate/Month		Nevada County Franchise Fee	4%	Total Rate		
RESIDENTIAL CANS									
1 Can	via parcel fee	1 x Week	\$	21.15	+	\$ 0.85	=	\$	22.00
2 Can	supplemental	1 x Week	\$	12.90	+	\$ 0.52	=	\$	13.42
Extra Can	1 can equivalent	each	\$	4.58	+	\$ 0.18	=	\$	4.76
COMMERCIAL DUMPSTERS									
3	Yard	1 x Week	\$	246.83	+	\$ 9.87	=	\$	256.70
3	Yard	2 x Week	\$	466.08	+	\$ 18.64	=	\$	484.72
3	Yard	3 x Week	\$	685.47	+	\$ 27.42	=	\$	712.89
4	Yard	1 x Week	\$	316.79	+	\$ 12.67	=	\$	329.46
4	Yard	2 x Week	\$	580.42	+	\$ 23.22	=	\$	603.64
4	Yard	3 x Week	\$	843.92	+	\$ 33.76	=	\$	877.68
6	Yard	1 x Week	\$	458.08	+	\$ 18.32	=	\$	476.40
6	Yard	2 x Week	\$	897.05	+	\$ 35.88	=	\$	932.93
6	Yard	3 x Week	\$	1,336.09	+	\$ 53.44	=	\$	1,389.53
COMMERCIAL CANS			Each	\$	4.60	+	\$ 0.18	=	\$ 4.78
			(Once per week service)						
COMPACTED RATE									
3	Yard	1 x Week	\$	458.65	+	\$ 18.35	=	\$	477.00
4	Yard	1 x Week	\$	611.52	+	\$ 24.46	=	\$	635.98
6	Yard	1 x Week	\$	917.28	+	\$ 36.69	=	\$	953.97
10	Yard	1 x Week	\$	1,520.26	+	\$ 60.81	=	\$	1,581.07
15	Yard	1 x Week	\$	2,280.38	+	\$ 91.22	=	\$	2,371.60
20	Yard	1 x Week	\$	3,040.55	+	\$ 121.62	=	\$	3,162.17
25	Yard	1 x Week	\$	3,800.65	+	\$ 152.03	=	\$	3,952.68
30	Yard	1 x Week	\$	4,560.80	+	\$ 182.43	=	\$	4,743.23
DEBRIS BOX RATES PER CONTAINER									
6	Yard	Per container/dump	\$	142.04	+	\$ 5.68	=	\$	147.72
Rock	Box	Per container/dump	\$	363.83	+	\$ 14.55	=	\$	378.38
20	Yard	Per container/dump	\$	430.07	+	\$ 17.20	=	\$	447.27
30	Yard	Per container/dump	\$	527.55	+	\$ 21.10	=	\$	548.65
Excess	Tonnage	Per Ton Pass-Through Charge					=		tbd
Freon	Removal	Per Ton Pass-Through Charge					=		tbd
COMMERCIAL CARDBOARD									
Note: CARB fees only apply to Cardboard customers if not already paid via MSW service.									
3	Yard	1 x Week	\$	24.70	+	\$ 0.99	=	\$	25.69
3	Yard	2 x Week	\$	46.61	+	\$ 1.86	=	\$	48.47
4	Yard	1 x Week	\$	31.67	+	\$ 1.27	=	\$	32.94
4	Yard	2 x Week	\$	58.04	+	\$ 2.32	=	\$	60.36
6	Yard	1 x Week	\$	45.82	+	\$ 1.83	=	\$	47.65
6	Yard	2 x Week	\$	89.71	+	\$ 3.59	=	\$	93.30
Extra Service requested above subscription level:									
3	3-Yard		\$	85.49	+	\$ 3.42	=	\$	88.91
4	4-Yard		\$	110.77	+	\$ 4.43	=	\$	115.20
6	6-Yard		\$	133.81	+	\$ 5.35	=	\$	139.16
Extra Yardage left out on-route:			\$	16.41	+	\$ 0.66	=	\$	17.07

Section 4: Proposal Forms

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Section 5: Exceptions

TTSD finds nothing within the draft *Agreement* which it believes constitutes an absolute exception. The following items are topics for which we maintain specific concerns and would request review with Nevada County:

Section 1A: Grant and Acceptance of Exclusive Franchise

TTSD does not agree with granting the County the ability to non-exclusivity of recyclable materials.

Section 1D: County's Right to Transfer

TTSD does not agree with granting the County the sole option to transfer to the Town of Truckee. The transfer should be subject to dual agreement and approval between the County and TTSD

Section 4: Franchise Fees

TTSD requests all franchise fee reporting and payments due for the previous quarter are due by the end of the calendar month following the quarter end date.

Section 6.2A: Single Family Collection Services – Mixed Materials Collection

The draft *Agreement* specified a distance limit for bear sheds nearly twice the current distance limit, to which TTSD has recommended retaining the established 15-foot limit. By maintaining the existing recognized limit, Nevada County will steer behavior for future shed placements while requiring any sheds located further to be charged individually for the added distance service. Secondly, the *Agreement* created an exemption for Customers to receive limit exemptions from a medical professional. Based on the administrative burden and operation liability that would be involved with implementing an exemption program, TTSD recommends deleting the exception language.

Section 6.2A: Single Family Collection Services – Containerized Recycling Program

The draft *Agreement* states *Enhanced* pricing may be held until such time as the *Enhancement* is selected. TTSD proposes the costing information is reliable for one year, after such time a re-cost model would be generated to provide up-to-date costing for rate basing.

Section 9.3: Performance Bond

TTSD requests this item be struck from the *Agreement*. The amount is relatively minor and not worth the administration and related costs.

Section 10.2: County's Option to Extend

TTSD does not agree with the sole option to the County for extension and proposes the Option to Extend be subject to dual agreement and approval between the County and TTSD.

Section 12.2: Liquidated Damages

TTSD does not agree with including liquidated damages within the *Agreement*. The difficult service area does not provide enough worthwhile opportunity for one-sided inclusion of liquidated damages.

Section 21.3: Containers

TTSD proposes to retain ownership of the containers.

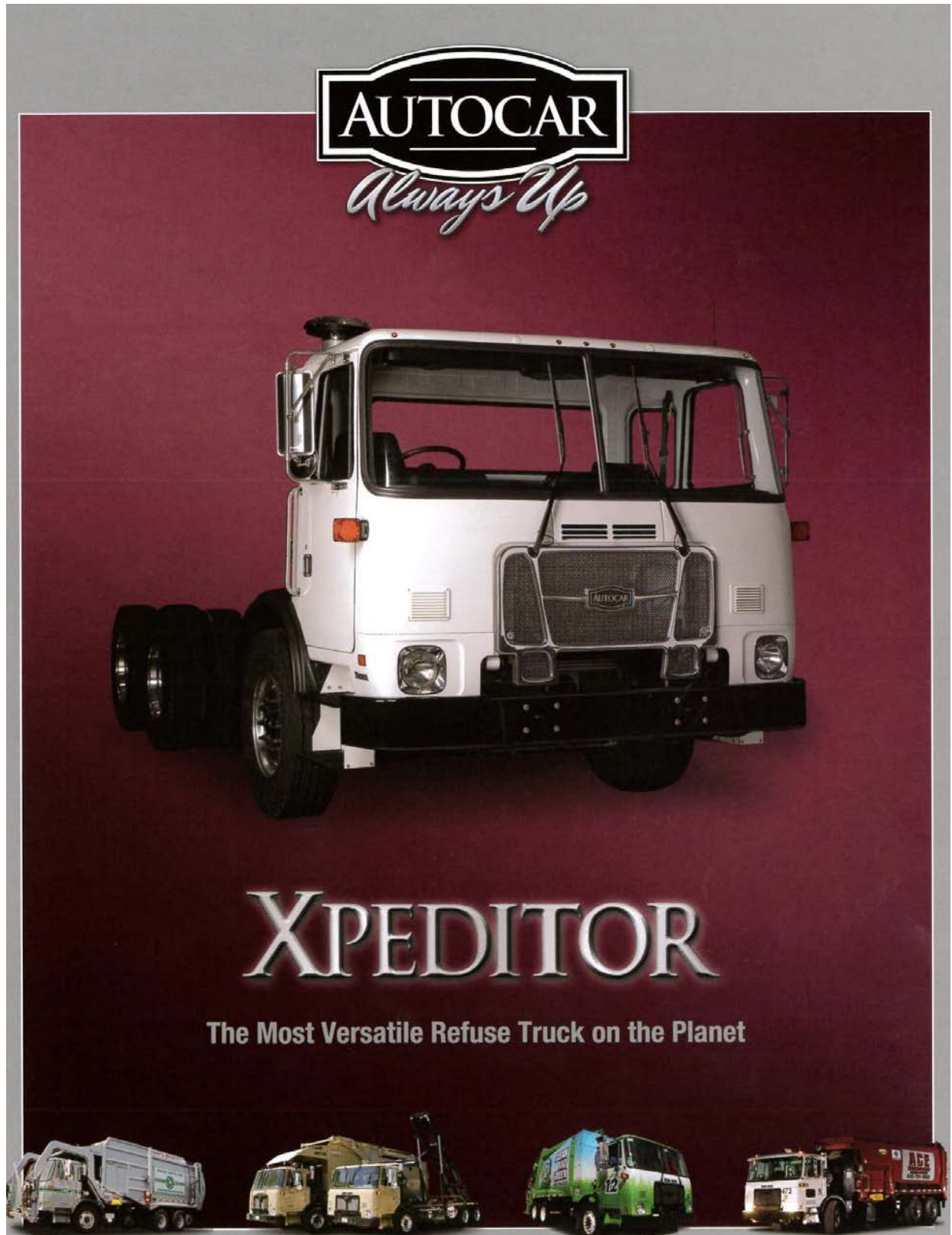
Section 5: Exceptions

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Section 6: Equipment Specifications

The following additional information/general specifications are provided for the equipment:



Custom Engineered and Built Right – The First Time

Autocar specifically engineers your custom configurations directly into its trucks. Our trucks are then built, tested and validated the right way the first time on our production line. Unlike the modify and re-work approach used by others, Autocar does things once and does them right the first time. This results in a purposeful integration of industry best components into a quality built system specifically designed and engineered with your performance needs in mind.

Striving For Perfection Through Continuous Improvement

Autocar's industry-leading array of choices is the result of a tradition of continuous innovation, based on input from our customers and engineered by the best design team in the business. A steady stream of advances has made the Xpeditor the most versatile refuse truck on the planet, with a host of productive features designed to boost your bottom line. Among the most remarkable are an unprecedented range of powertrain choices and the ability to meet strict exhaust emission level requirements with flexible exhaust locations. We have introduced a range of new options to improve value and performance including a new generation of transmission mounted power take offs. For front loader applications, Autocar engineered a stronger, lighter front end and moved the front axle position forward in the Xpeditor to accept heavier engines and still maintain the ability to haul the maximum payload. We have further optimized the weight distribution for each body that is mounted on an Autocar.

Factory Warranty

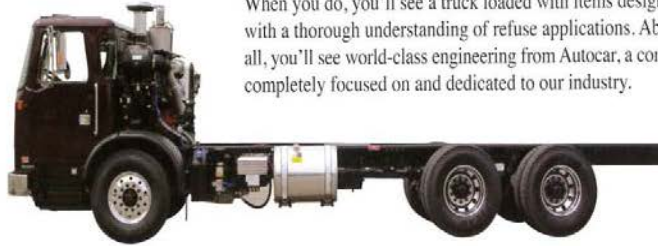
The Xpeditor is backed by factory warranties which are supported by Cummins, Allison and a host of other business partners. This translates into a truck that has an industry-leading warranty to help assure that your vehicle is Always Up!



Section 6: Equipment Specifications

Consider the Best

If you haven't looked at an Autocar Xpeditor recently, then you owe it to yourself to consider the best truck on the market. When you do, you'll see a truck loaded with items designed with a thorough understanding of refuse applications. Above all, you'll see world-class engineering from Autocar, a company completely focused on and dedicated to our industry.



Turning Radius

Autocar measures above the curve!

A tighter turning radius allows operators to avoid accidents while improving efficiency and productivity. Xpeditor has the best turning radius in the industry! Spending less time in reverse improves efficiency and fuel economy and also keeps drivers safer from accidents. From concept through design and refinement, Autocar leads the way. Listening, understanding, then delivering to our customers is what we do best!

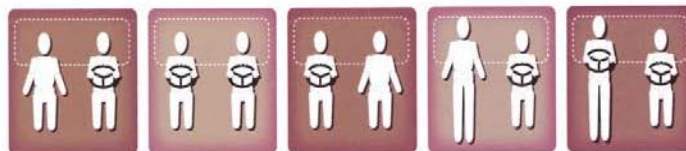
Greater Choice. More Versatility

More drivetrain and operating options

- Multiple diesel engine displacements with numerous horsepower and torque ratings.
- Leading natural gas engine options.
- Exhaust options: left-side vertical, right-side vertical and horizontal.
- Flexible component placement and sizing.
- Allison medium-duty (3000 series) or heavy-duty (4000 series) transmission.
- Rear axle ratings from 23,000 lbs to 72,000 lbs. (10,400 kg to 32,700 kg).
- 890 transmission mount PTO.

More Cab Configurations

At Autocar, we know that no two routes are the same. That's why we offer a cab configuration for all of your applications, along with options to help you handle jobs on any route.



XPEDITOR... THE INTELLIGENT CHOICE

Corrosion Protection

All Xpeditor cabs receive maximum corrosion protection. Each cab is built from corrosion-resistant steel, before receiving our state-of-the-art, 18-stage, cathodic epoxy E-Dip system in an iron phosphate pre-treatment. After the E-Dip process, pre-paint caulk is applied to external and internal seams prior to finish coat. The result is a corrosion resistant vehicle that we can confidently back with a 3-year corrosion warranty and a 5-year structural warranty.

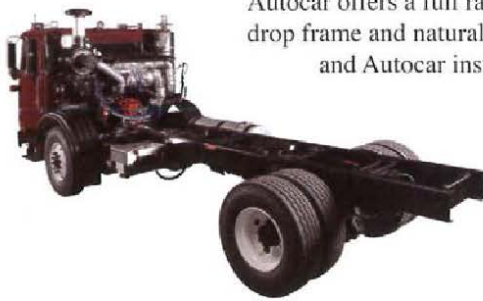
Tough Durable Cab

The Xpeditor cab is not only larger, it's also stronger. The complete cab and doors are a fully welded, two-sided galvanized steel structure providing unmatched strength making it one of the safest cabs on the market.



Factory Installed

Autocar offers a full range of factory installed options including PTO's, auxiliary axles, drop frame and natural gas fuel systems. We simplify customization – order the options and Autocar installs them right on the assembly line.



Frame Strength

The Xpeditor frame provides an industry-leading strength range of 3.5 to 4.2 million RBM just below the arm torque tube on a front loader or the automated arm mount on an automated side loader which are the most critical sections, respectively.

Superior Visibility

The Xpeditor cab offers minimum obstructions in the 360° view. A curved windshield minimizes "A" pillar front obstruction. A one-piece rear window, curved corner windows and lowered engine emission components minimize blind spots. Integrated controls eliminate body control boxes on the dash, enhancing the cross-cab view.



Larger Ergonomic Cab

Autocar provides a larger cab environment. The position of the cab and the floor height are lowered and ingress/egress is significantly improved. A tilt steering wheel is standard on single-drive Xpeditors. Each precision instrument and control is ergonomically designed and located.



Chassis Body Integration

Autocar provides a complete system, rather than merely a body mounted on a chassis. Xpeditors arrive at the body company with chassis components in the right place and room for the body company to install their integrated controls into our dash. Autocar will also offer pre-punched frame holes to minimize efforts for body installation.



Functional Styling

The Xpeditor front grill has been updated to be more functional and to provide better aesthetics. At Autocar, styling never comes at the expense of functionality or maintenance costs.

Section 6: Equipment Specifications

Prepared By Ronald Thoensen
Quote Id : 4 axle heil FL
Phone : 916-319-5219
Order : 20015444
Lead Unit Sales Order : 20015444

Prepared For David Acherio
Tahoe Truckee Disposal

05/10/2018

Chassis Specification

		Description	Front Weight	Rear Weight	Price
AUTOCAR TRUCKS					
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING	0	0
S	0040002	MODELS	ACX64	10,431	6,154
O	5000004	CAB SHELL	DUAL DRIVE LH SIT AND RH STAND	56	-20
O	100U002	CUSTOMER TYPE	PUBLIC/PRIVATE	0	0
VEHICLE ADAPTATION					
O	1140005	COUNTRY OF USE	CALIFORNIA SPECIFIC U.S. VEHICLE ADAPTATION	0	0
SOLUTION					
O	C04001	BODY COMPANY	HEIL	0	0
O	C01003	APPLICATION	REFUSE - LANDFILL	0	0
O	C02002	BODY TYPE	RESIDENTIAL FRONT END LOADER	0	0
O	C03002	TERRITORY	WEST COAST	0	0
O	C061014	BODY STYLE	HEIL ODYSSEY HPF	0	0
O	C05040	TOTAL BODY CAPACITY - BODY/HOPPER	40 YARD	0	0
O	C070001	FUEL SYSTEM TYPE	DIESEL	0	0
O	C080001	REAR SUSPENSION TYPE	STD/BEAM TYPE REAR SUSPENSION	0	0
O	C090004	AXLE QUANTITY	4 AXLE	0	0
O	C001089	TRUCK TYPE (WRENCH CODE)	FEL, HEIL, COMMERCIAL/RESIDENTIAL, WB 186, TAG@85, DIESEL WITH SERVICE HOIST	0	0
O	C11001	BODY COMPANY SERVICE OPTION	SERVICE HOIST	0	0
O	D010200	FRONT GAWR	20000 LBS	0	0
O	D020449	REAR GAWR	44900 LBS (WHEEL/TIRE COMBO LIMITED)	0	0
O	D030110	TAG AXLE GAWR	11000 LBS (TIRE LIMITED)	0	0
O	D100759	GVWR	75900 LBS	0	0
O	ALLI299	ALLISON iSCAAN	iSCAAN PASSED	0	0
ENGINE					
S	1580001	ENGINE VOCATION	COMMERCIAL - DOMESTIC (DOT)	0	0
O	1010075	ENGINE ASSY	ISX12 '13 350HP / 2100RPM / 1450 LB-FT, CUMMINS	1,027	0

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S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0	0
S	972A001	SPECIAL EMISSION CERTIFICATION LABELS	50 STATE - CALIFORNIA CLEAN IDLE CERTIFIED (DIESEL)	0	0

ENGINE EQUIP

S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
O	1290004	ENGINE ELECTRONICS	CUMMINS 500K COMMUNICATION	0	0
S	132034	ENGINE PROTECT SYSTEM/WARNINGS	AUDIBLE/VISUAL ALARM/LOP, HT, LWL	0	0
O	4380013	FILTER-FUEL, CHASSIS MOUNTED	DAVCO 382 FILTER W/ 12V HEAT & H2O PROBE	5	1
O	170025	FILTER-FUEL, ENGINE MOUNTED	CUMMINS SPIN-ON FILTER	-5	0
S	1750001	ENGINE OIL	STANDARD ENGINE OIL	0	0
O	180021	ENGINE BLOCK HEATER	PHILLIPS 120V 1500W	5	0
O	1810004	HEATER RECEPTICAL LOCATION-ENGINE	RECEPTACLE LOCATED AT CAB STEPS, LH SIDE	1	0
S	2000004	RADIATOR	1300 SQ. IN., 2-ROW HIGH CAPACITY ALUMINUM	0	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	2090001	RADIATOR COOLANT	EXTENDED LIFE COOLANT	0	0
S	2120001	RADIATOR SURGE TANK	SURGE TANK WITH REMOTE FILL	0	0
S	2200001	AIR CLEANER	15" ONE STAGE EPG CLEANER DONALDSON	0	0
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0
O	2300007	MUFFLER SYSTEM	HORZ DPF W/ LH VERTICAL SCR	10	0
S	2310003	EXHAUST SHIELDS	DPF & SCR SHIELDS	0	0
S	2320003	EXHAUST STACKS	VERTICAL DIFFUSER, SINGLE STAINLESS STEEL	0	0
O	2390004	UREA DELIVERY SYSTEM	RH FRAME MOUNTED, 10 GAL. CAPACITY	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
S	700026	AIR COMPRESSOR	CUMMINS WABCO 18.7 CFM COMPRESSOR	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCP	0	0
S	8020004	ALTERNATOR	DELCO REMY 36SI 12V 160 AMP	13	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0
S	P020001	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUT DOWN ENABLED (5 MINUTES)	0	0

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Section 6: Equipment Specifications

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Tahoe Truckee Disposal

S	P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED	0	0
S	P110000	PTO REGEN INHIBIT THRESHOLD	PTO REGEN INHIBIT THRESHOLD = 0 MPH	0	0
S	P641200	RPM PTO MODE	1200 RPM MAX IN PTO	0	0
S	P701200	PTO SET SWITCH	PTO SET SWITCH = 1200 RPM	0	0
S	P711000	PTO RESUME SWITCH	PTO RESUME SWITCH = 1000 RPM	0	0
S	P730500	PTO RAMP RATE INCREMENT	PTO RAMP RATE INCREMENT = 500 RPM	0	0
S	P830000	IGNORE VSS IN PTO MODE	IGNORE VSS IN PTO MODE = DISABLED	0	0

TRANSMISSION

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
O	2690015	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL, VP183 - THIRD GEAR LIMIT RHS	0	0
O	27A0001	TRANSMISSION RETARDER	ALLISON OUTPUT RETARDER RDS TRANSMISSION	125	25
S	26A0001	TRANSMISSION SHIFT SCHEDULE / FUEL SENSE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
O	27P0001	TRANSMISSION RETARDER AUDIBLE ALARM	TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6- SPEED	384	59
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
S	290003	TRANSMISSION OIL FILL/CHECK	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR	0	0
S	292004	TRANSMISSION LUBRICANT	TRANSYND SYNTHETIC AUTO TRANS FLUID	0	0
O	300013	DRIVESHAFT-MAIN	SPICER 1810HD HALF ROUND	5	10
O	3170007	PTO-TRANSMISSION MOUNTED	CHELSEA 890 / 897 PTO CLEARANCE (PREP ONLY)	5	0

FRONT AXLE

O	3700011	FRONT AXLE	DANA D-2200W STEER AXLE, 22,000 LB CAPACITY	0	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0
O	3710003	FRONT SUSPENSION	10200 LB TAPER LEAF REDUCED RIDE HEIGHT, 22000 LB GROUND CAPACITY	-90	5
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0
S	373002	SHOCK ABSORBERS- FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0

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Section 6: Equipment Specifications

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Tahoe Truckee Disposal

S	904011	HUBS-FRONT	STEEL HUB PILOTED,285MM BOLT CIRCLE	0	0
O	9409996	WHEEL OIL SEALS-FRONT	SUPPLIED WITH DRESSED DISC BRAKE AXLE, CHICAGO RAWHIDE	0	0
O	9210002	HUB CAPS - FRONT AXLE	STEMCO TRADITIONAL, ALUM.	-1	0
O	374002	FRONT AXLE LUBRICANT	SYNTHETIC,DANA SPICER EP75W90,OR EQUIV	0	0
O	7510011	BRAKES-FOUNDATION, FRONT AXLE	MERITOR EX - 225 AIR DISC BRAKES XXXX	0	0
O	755998	DUST SHIELDS - FRT BRAKES	NO FRONT BRAKE DUST SHIELDS PROVIDED	-1	0
O	9010003	BRAKE DRUM-FRONT	ROTORS - CAST IRON, VENTED, INBOARD MTD	0	0
S	383101	STEERING GEAR	INTEGRAL POWER STEERING WRIGHT HAND RAM	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0

REAR AXLE

O	330444	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RT46-160 46,000 LB	0	430
S	330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP	0	0
O	331563	REAR DRIVE AXLE RATIO	5.63	0	0
O	3500004	REAR SUSPENSION	HENDRICKSON HMX-460 SUSP @ 54" AS	0	0
S	351013	REAR SUSPENSION BEAMS	54 INCH STEEL RUBBER BUSHED	0	0
S	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
S	9130001	HUBS-REAR	IRON HUB, HP 10 STUD	0	0
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
O	9419996	WHEEL OIL SEALS-REAR	SUPPLIED WITH DRESSED DISC BRAKE AXLE, NATIONAL	0	0
O	339002	REAR AXLE LUBRICANT	SYNTHETIC	0	0
O	7610011	BRAKES-FOUNDATION, REAR AXLE	MERITOR EX - 225 AIR DISC BRAKES XXXX	0	-150
O	765998	DUST SHIELDS - REAR BRAKES	NO REAR AXLE DUST SHIELDS PROVIDED	0	-2
O	7810002	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	STANDARD - DISC BRAKES	0	0
O	9100003	BRAKE DRUM-REAR	ROTORS - CAST IRON, VENTED, INBOARD MTD.	0	0

AUXILIARY AXLES

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Tahoe Truckee Disposal

O	3T10111	TAG AXLE #1	HENDRICKSON COMPOSILITE SCT STEERABLE TAG, 13500 LBS CAPACITY	-325	1,575
O	3T1F001	TAG AXLE BRACKET	ALTERNATE TAG AXLE BRACKET	0	0
O	3TS0058	TAG AXLE #1 SPACING	58" SPREAD	0	0
O	9T10002	TAG AXLE HUBS	ALUMINUM HUBS, 11.25" BOLT CIRCLE	0	-44
O	9T60001	TAG AXLE WHEEL SEALS	SCOTSEAL PLUS XL	0	0
O	9T80001	TAG AXLE HUB CAPS	CR ZYTEL HUB CAPS	0	0
O	7T20004	TAG AXLE BRAKES	HENDRICKSON INTEGRAL 15X4	0	0
O	7T40001	TAG SLACK ADJUSTER	XXXX MERITOR AUTOMATIC	0	0

BRAKES

S	729002	AIR LINES-PARKING BRAKE, CHASSIS	AIR LINES CHASSIS PARK BRAKE	0	0
S	741047	BRAKE CONTROL SYSTEM	BENDIX ABS 4S/4M	0	0
O	7660001	BRAKE VALVE-HAND CONTROL	WORK BRAKE; LEVER ACTIV. TO ALL SERVICE BRAKES	5	5

CHASSIS

O	400186	WHEELBASE	186 INCHES	-34	-44
S	402104	FRAME-REAR OVERHANG	104"	0	0
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	0	0
S	409002	FRAME CROSSMEMBER- CENTER	ALUMINUM	0	0
S	4110002	FRAME CROSSMEMBER- END CLOSING	ALUMINUM MEMBER-IF REQUIRED	0	0
S	4120002	FRAME BOLTS	HUCKSPIN RR SUSP & CROSSMEMBERS	0	0
S	460001	BUMPER-FRONT	STEEL PAINTED	0	0
O	4680010	GUARD-OIL PAN	ENGINE OIL PAN GUARD - ALUMINUM	49	-6
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0
O	8742000	WIRING, BODY INTERFACE	RP 170 COMPLIANT	0	0
O	892009	BACKUP ALARM	ECCO RMS 917 WITH MOTION DETECTOR	0	2
O	430998	FUEL TANK-LEFT	DELETE LHS FUEL TANK	-29	-59
O	431020	FUEL TANK-RIGHT	75 GAL 26" DIA UNPAINTED ALUMINUM	29	59
O	431R001	FUELTANK FILL RHS	REAR FILL FUEL TANK, RHS	0	0
O	441001	FUEL TANK STRAP/ SUPPORT RIGHT	PAINTED STEEL, RH	0	0

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O	4480004	RH FUEL TANK SPACERS	RH FUEL TANK SPACED 2", DROPPED 4"	7	5
O	4290003	DRILLING FUEL TK SUPT- RIGHT	FUEL TANK RHS LOCATION - SPEC DRIVEN	0	0
O	436015	FUEL LINES	SAE J1402A1 WIRE BRAIDED	0	0
O	8120007	BATTERY BOX	STEEL BOX W/ ALUM LID, 3 BATTERY, LHS	-10	0
O	8160005	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 6"	5	1
O	8090003	BATTERY BOX DRILLING	BATTERY BOX LOCATION - SPEC DRIVEN	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
S	8140002	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT, NO EMERGENCY JUMPER STUDS	0	0
S	7110001	AIR TANK-BRAKE	STEEL AIR TANKS	0	0
O	7090003	AIR TANK DRILLING	AIR TANKS LOCATION SPEC DRIVEN	0	0
O	715009	WET TANK DRAIN	BENDIX DV-2 AUTOMATIC WITH HEATER	1	1
O	715T003	AIR RESERVOIR DRAIN SYSTEM	CENTRAL MANIFOLD W/ PETCOCKS	2	2
O	713023	AIR DRYER	BENDIX ADIP W/HEAT	0	0
O	7100007	AIR DRYER DRILLING	AIR DRYER MTD OUTSIDE RAIL, LHS, SPEC DRIVEN	0	0
S	724001	AIR LINES-CAB	SAE J844 NYLON TUBING	0	0
S	728001	AIR LINES-MAIN, CHASSIS	SAE J844 NYLON TUBING	0	0

CAB EXTERIOR

S	4510001	STEP-CAB ACCESS, CAB MOUNTED	DUAL SELF CLEANING CAB ENTRANCE STEPS	0	0
S	462004	MUD FLAPS-FRONT WHEEL	FRONT FLAPS	0	0
O	502008	CAB DOORS	LH STD./RH HINGED AT REAR	0	0
O	5120002	POWER WINDOWS	STAND UP CAB ONLY - SINGLE INTERNAL REGULATOR POWER WINDOW LH	0	0
O	5140001	CAB GUARD FRONT	XPEDITOR CAB GUARD	27	-8
S	622C200	MIRROR PANE QUANTITY	DUAL PANE MIRROR	0	0
O	6220019	MIRRORS-DUAL WEST COAST	MIRROR, CHROME, HTD, REMOTE, W / LWR HTD CONVEX	0	0
S	6190002	MIRROR ARMS	RETRACTABLE ARMS, STAINLESS STEEL	0	0
O	6230007	MIRRORS-AUXILIARY	HIGH MOUNT 8" CONVEX, CHROME	0	0
O	6180002	DOWN VIEW MIRRORS	SINGLE DOWN VIEW MIRROR, LH SIDE	0	0

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S	6240001	GRAB HANDLES-ENTRY	BRUSHED SS GRAB HANDLES	0	0
S	630026	HORN-AIR	TWIN MOUNTED UNDER CAB	0	0
S	631001	HORN-ELECTRIC	SINGLE	0	0
S	661001	CAB TILT MECHANISM-C.O.E.	HYDRAULIC TILT	0	0
S	6720001	GRILLE	AUTOCAR GRILLE	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHIND GRILLE	0	0
S	6910001	FENDER EXTENSIONS-FRONT	IMPACT RESISTANT POLY FENDER	0	0

CAB INTERIOR

S	3800001	STEERING WHEEL	16" DIA. WHEEL, 2 SPOKE	0	0
O	381001	STEERING COLUMN	FIXED POSITION	-1	0
O	5200009	SEAT-DRIVER	SEARS C2 SEAT, AIR RIDE	-8	0
O	521130	SEAT-PASSENGER	FOLDING SEAT/BACKREST	0	0
S	522003	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE	0	0
O	5230001	SEAT BELTS-PASSENGER	LAP BELT WITH RESTRAINT STRAP	0	0
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR	0	0
O	538004	CARPET & MAT	ALUMINUM DIAMOND PLATE - DRIVER SIDE	4	2
S	5390001	CAB INTERIOR	AUTOTUFF INTERIOR UPHOLSTERY	0	0
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0
S	5510001	REAR CONSOLE	REAR CONSOLE	0	0
S	5930001	ASH TRAY	ASHTRAY MTD IN CONSOLE	0	0

CAB CLIMATE CONTROL

S	060001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER	0	0
O	612001	AIR CONDITIONER CONDENSER	STANDARD (RADIATOR MOUNTED)	0	0

GAUGES & INSTRUMENTATION

S	0570002	INSTRUMENTS SALES PKG	STANDARD GAUGES (VOLTAGE AND OIL PRESSURE INCLUDED IN VEHICLE DISPLAY)	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0
S	1372000	GAUGE- HOURMETER	HOURLY METER INCLUDED IN ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
O	3190001	PTO CONTROLS	PTO ELECTRIC CONTROL SWITCH	1	0

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S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0
LIGHTING					
O	836005	LAMPS-HEAD	SINGLE ROUND HALOGEN	0	0
O	8410003	LAMPS-TURN SIGNAL - FRONT	LED TURN SIGNALS, FRONT END LOADER PACKAGE	1	0
S	8440003	SWITCH-TURN SIGNAL & FLASHER	SELF-CANCELING TURN SIGNALS	0	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0
RADIO/MISC					
O	509002	KEY & LOCK SETS-IGN/DOORS	DOOR & IGNITION SAME - SAME FOR FLEET	0	0
S	8730001	WIRING-CAB	RADIO SHUT-OFF IN REVERSE	0	0
O	962003	FIRE EXTINGUISHER	DRY TYPE ABC 5LB. CAP MTD. IN CAB	2	0
FRONT TIRES / WHEELS					
O	9052003	WHEELS-DISC FRONT	22.5X9.0" ALUMINUM, HP, 3.12" INSET, ACCURIDE (WEIGHT REDUCTION)	0	0
S	930469	TIRE SIZE & LOAD RANGE - FRONT	315/80R22.5L	0	0
S	9310039	TIRE MANUFACTURER & TREAD - FRONT	GOODYEAR G289 WHA (RATED TO 10K)	0	0
REAR TIRES / WHEELS					
O	9140005	WHEELS-DISC REAR	22.5x8.25" ALUMINUM HP, ACCURIDE #41644	0	-272
O	933469	TIRE SIZE & LOAD RANGE - REAR	315/80R22.5L	0	0
O	9340039	TIRE MANUFACTURER & TREAD - REAR	GOODYEAR G289 WHA	0	144
AUXILIARY AXLE TIRES					
O	9T20005	TAG AXLE WHEELS	22.5x8.25" ALUMINUM HP, 6.59" OFFSET, ACCURIDE #41644	0	0
O	9T4111	TAG AXLE TIRE SIZE	255/70R22.5H	0	0
O	9T5420	TAG AXLE TIRE TREAD	MICHELIN XZE XXXX	0	-62
PAINT					
S	950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0
S	9550001	CAB PAINT TYPE	STANDARD WHITE	0	0
S	9801002	CAB COLOR-FIRST	APPROVED — DPSS-N0007EX — STANDARD WHITE N0007	0	0
S	9861U1	CHASSIS COLOR	BLACK P3036	0	0

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S	987949	BUMPER COLOR	SAME AS CHASSIS, UNPAINTED ALUM OR CHROME	0	0
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0
ADDITIONAL OPTIONS					
S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0
S	899A200	TRANSMISSION WARRANTY	ALLISON 3YR. WARRANTY	0	0
S	899B001	ENGINE WARRANTY	CUMMINS STANDARD WARRANTY	0	0
S	978015	FLOOR PLAN	15 DAYS FLOORING	0	0
OTHERS					
S	R010999	READY TRUCK SPEC	NO READY SPEC	0	0
S	133003	ACCELERATOR PEDAL & LINK	WILLIAMS ACCELERATOR	0	0
O	9720005	CERTIFICATION-EMISSIONS	COMPLIES WITH 2013 U.S. EMISSIONS	0	0
SUB TOTALS					
BASE WEIGHT				10,431	6,154
FACTORY OPTION WEIGHT				1,276	1,632
DISTRIBUTOR OPTION WEIGHT				0	0
TOTALS					
TOTAL WEIGHT (LB)				11,707	7,786
					19,493

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GAWR, GVWR & Tire Pressure

GVW Rating – 75,900#			
Front GAWR	20,000#	Rear GAWR	44,900#
Front Suspension	22,000#	Rear Suspension	46,000#
Front Wheels	20,400#	Rear Wheels	59,200#
Front Tire Size And Tread	20,400#	Rear Tire Size And Tread	44,900#
Front Brakes	20,000#	Rear Brakes	46,000#
Front Axle	22,000#	Rear Axle	46,000#
Tag GAWR	11,000#		
Tag Wheels	14,800#		
Tag Tire Size And Tread	11,000#		
Tag Axle	13,500#		
PSI			
Front PSI	130.0	Rear PSI	100.0
Tag PSI	120.0		

Section 6: Equipment Specifications



Peterbilt

567

BUILT TOUGH FOR ANY JOB.

Peterbilt's new Model 567 defines durability and quality for the vocational market. The new aluminum cab structure is stronger for long-lasting endurance and ruggedness and comes standard to meet severe-service requirements. Inside, the roomy cab offers an ergonomic and comfortable work space for drivers. On the job, the sloped hood and large, one-piece windshield provide exceptional visibility, while the tight turning radius delivers more maneuverability for congested jobsites. Peterbilt's signature, pod-mounted headlamps are durable, corrosion resistant, simple to replace and less likely to cause downtime when minor damage occurs at jobsites. They feature halogen bulbs for longer bulb life and outstanding nighttime visibility. Available with a 115" or 121" BBC, and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.

For more information on the Model 567, contact your local Peterbilt dealer or visit www.peterbilt.com



The Peterbilt Model 567 has a new, wider and more spacious cab, offering drivers a more ergonomic and comfortable workspace.



DURABILITY

The solid and durable aluminum cab is built to last with the highest quality fit and finish. The dash has a long-lasting finish that virtually eliminates fading, scratching and peeling.



SERVICEABILITY

The durable Melfon® hood is lightweight and strong, withstanding impacts that would shatter or crack fiberglass, and it opens a full 80 degrees for easier access to key service points for improved serviceability.



VERSATILITY

The 567 is available in a set-back front axle configuration for increased maneuverability and optimized weight distribution and with steer axle ratings up to 22,000 lbs. The 567 is also available with single, tandem or tri-axle drive axles and a variety of lift axles.

PACCAR MX-11



PACCAR MX-13

PERFORMANCE

The Model 567 is available with a choice of the PACCAR MX-13, MX-11 and PX-9 engines for industry-leading performance, reliability and uptime.



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Peterbilt

CLASS PAYS

Section 6: Equipment Specifications



Western Truck Parts and Equip T301
825 Stillwater Road

Tahoe Truckee Sierra Disposal
PO Box 135

West Sacramento, California United States 95605
Phone: (916) 319-5219
Fax:
Email: rthoensen@WTPE.com

Tahoe City, California United States 96145
Phone: (530) 583-7800
Fax:
Contact Email:
Prepared for: David Achiro

Vehicle Summary

Unit		Chassis	
Model:	Model 567	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs)	46000
Description:	pete 567 rear loader	G.C.W. (lbs):	80000
Application		Road Conditions:	
Intended Serv.:	Refuse/Landfill	Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
Body		Class C (Off-Hwy)	0
Type:	Roll-Off	Class D (Off-Road)	0
Length (ft):	22	Maximum Grade:	6
Height (ft):	13.5	Wheelbase (in):	280
Max Laden Weight (lbs):	7500	Overhang (in):	75
Trailer		Fr Axle to BOC (in):	68.2
No. of Trailer Axles:	0	Cab to Axle (in):	211.8
Type:		Cab to EOF (in):	286.8
Length (ft):	0	Overall Comb. Length (in):	402
Height (ft):	0.0	Special Req.	
Kingpin Inset (in):	0	United States Registry	
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____ Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



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Complete

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Western Truck Parts and Equip T301
825 Stillwater Road

Tahoe Truckee Sierra Disposal
PO Box 135

West Sacramento, California United States 95605
Phone: (916) 319-5219
Fax:
Email: rthoensen@WTPE.com

Tahoe City, California United States 96145
Phone: (530) 583-7800
Fax:
Contact Email:
Prepared for: David Achiro

	Description	Weight
Base Model		
	Model 567 The Model 567 is available in both a set-forward and set-back front axle configuration to provide customers with maximum versatility for their application requirements. For weight-sensitive applications, the set-forward front axle provides optimized weight distribution and compliance with bridge laws. The Model 567 has steer axle ratings up to 22,000 lbs. The 567 also offers single, tandem or tridem drive axles and a variety of lift axles for added versatility. Available with a 115" or 121" BBC and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.	14,860
	Refuse, Scrap, Recycling	0
	Refuse/Landfill Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0
	Roll-Off	0
	United States Registry	0
Configuration		
	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
	10-3/4in Steel Rails 385-402in 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	594
	Full Steel Inner Liner	813
	Heavy-Duty Iron Front Spring Brackets Forward and Rear	35
	Aluminum Frame Rail Crossmembers Excludes suspension	0
	EOF Square without Xmbr For use with body builder installed crossmember.	-64
	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment		
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Description	Weight
Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	137
Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	189
Power Steering TRW THP60 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	54
Power Steering Reservoir Frame Mounted w/Cooler	2
PHP10 Iron PreSet PLUS Hubs-Air Disc	42
Severe Service Disc Brake Rotor For refuse applications	97
Greasable Front Spring Pins	0
Air Disc Front Brakes Complies with reduced stopping distance regulations.	0
Tenneco Shocks For Steer Axle	0

Rear Axle & Equipment

Dana Spicer D46-170 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	588
Hendrickson SCO13 (1) 13,500 lb Pusher Includes (1) air tank. Steerable Roll-Off Pusher	1,140
49in Pusher Axle Spacing From Centerline of Forward Drive Axle	0
PHP10 Iron PreSet PLUS Hubs, Cast Drums With 13.5K or 20K Self-Steering Pusher Axles	0
PHP10 Iron Preset PLUS Hubs - Air Disc	0
Severe Service Disc Brake Rotor For Refuse Applications	14
Long Stroke Parking Brakes, Drive Axle(s)	0
Bendix Smart ATC Traction Control	2

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Description	Weight
SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
Stability System Not Selected or Not Available	0
ISO 3731 Connector with Trailer ABS Power on Pin7 Mounted adjacent to J560 Trailer Connector. This option is required, and only available, with any option related to J560 7th wire functionality.	9
Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	0
Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
Lift Axle Regulator(s) Bracket Mounted To Frame Switches & gauges in dash	0
Air Disc Rear Brakes, Tandem Drive Axle Includes Automatic Slack Adjusters.	0
Ratio 5.57 Rear Axle	0
Hendrickson Haulmaax HMX460 46,000 lb, 54in Axle Spacing, 60K Creep Rating	276
16.5in Saddle Height HMX400/460 IPO Std 18.5"	0
Shock Absorbers For HMX Suspension	31
Engine & Equipment	
ISX12 425V 425@1800 GOV@2100 1650@1100 (2013 Emissions) Includes aluminum flywheel housing. Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120..Standard Maximum Speed Limit [LSL] N21330 N207 0....Expiration Distance N21340 P112 120..Hard Maximum Speed Limit N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed N21360 P110 0....Accelerator Lower Droop N21370 P059 64...Maximum Cruise Speed N21380 P111 0....Cruise Control Lower Droop N21400 N203 252...Reserve Speed Function Reset Distance N21410 N202 0....Maximum Cycle Distance N21420 N206 10...Maximum Active Distance N21430 N201 0....Reserve Speed Limit Offset N21440 P015 NO...Engine Protection Shutdown N21450 P026 NO...Gear Down Protection	-40

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Description		Weight
N21460	P046 1400.Max PTO Speed	
N21470	P062 NO...Cruise Control Auto Resume	
N21480	P068 NO...Auto Engine Brake in Cruise	
N21500	N209 0....Expiration Distance	
N21510	P520 YES...Enable Idle Shutdown Park Brake Set	
N21520	P030 5....Timer Setting	
N21530	P233 YES...Enable Impending Shutdown Warning	
N21540	P234 60...Timer For Impending Shutdown Warning	
N21550	P516 35...Engine Load Threshold	
N21570	P031 NO...Idle Shutdown Manual Override	
N21590	P230 YES...Enable Hot Ambient Automatic Override	
N21610	P172 40...Low Ambient Temperature Threshold	
N21630	P171 80...High Ambient Temperature Threshold	
Engine Idle Shutdown Timer Enabled		0
Enable EIST Ambient Temp Override		0
Eff EIST NA Expiration Miles		0
Effective VSL Setting NA		0
CARB Engine Idling Compliance DECLINED By Dealer/Customer		0
Engine Brake Controls Located on RH Column		0
PACCAR 160 Amp Alternator, Brushed		0
Immersion Type Block Heater 110-120V		0
Standard location is center left hand under cab and includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.		
PACCAR 12V Starter		0
3 PACCAR AGM 12V Batteries 2400 CCA		0
Stranded copper battery cables are double aught (00) or larger to reduce resistance.		
Kissling Battery Disconnect Switch		3
Mounted on battery box		
2-Speed Fan Clutch For Frequent Start/Stops		0
18.7 CFM Air Compressor		0
N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.		
C-Brake By Jacobs, ISX12, ISX12N		0
Includes 2 switches: A 2-position on/off engine switch. As well as a 3-position up, down, hold range selector switch.		
PACCAR Fuel/Water Separator Standard Service Interval		0
No Fluid Heat Option for Fuel Filter		0
12V Heat for Fuel Filter		0
Engine Protection Shutdown		0
Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.		

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Description	Weight
High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0
(1) Air Cleaner Firewall Mounted Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
Exhaust Single RH Side Of Cab DPF/SCR RH under cab (ISX12 Only). Includes cab entry RH under cab and full round stainless steel exhaust guard.	0
Curved Tip Standpipe(s)	0
36in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)	4
Transmission & Equipment	
Allison 4500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67 / Reverse Ratios: DR-(5.55)	245
1810 HD Driveline, 2 Midship Bearings 4.5in x .180 wall tubing	230
1710 Driveline Interaxle, For Tandem Rear Axles	0
Allison FuelSense Not Desired	0
Auto Neutral Activates With Parking Brake	0
Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 Transmission Only	0
Dash Mounted Push Button Shifter Available with Allison Transmissions.	0
Air & Trailer Equipment	
Bendix AD-IS EP Air Dryer with Heater And Coalescing Filter; Extended Purge	6

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	Description	Weight
	Nylon Chassis Hose	0
	Central Location For Air Tank Drain Valves Frame mounted BOC tanks, includes pull cords only available horizontal/transverse tanks	0
	Aluminum Painted Air Tanks All air tanks are aluminum with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	-45
	High Mount Air Tanks BOC/BOS Where Possible Subject to frame review.	0
	Hand Valve Plumbed To All Service Brakes Hand Valve located on the lower LH dash.	11
	Route Air & Electric Lines To Allow Welding of sub frame to top of frame 8in forward of BOC to EOF	0
	A&E Conn EOF, 7-Way Socket & 4ft Additional Lines (coiled and strapped to frame, without gladhands)	0
	Body Connection w/(1) Trucklite Junction Box LH EOF	8
Tires & Wheels		
	FF: GY 20Ply 315/80R22.5 Endurance WHA	62
	RR: GY 20Ply 315/80R22.5 Endurance WHA	248
	Code-rear Tire Qty 08	0
	FF: Alcoa 89U637 22.5X9.00 Clean Buff Finish Aluminum, Ultra ONE wheels with MagnaForce alloy.	-36
	RR: Alcoa 89U647 22.5X9.00 Clean Buff Finish Aluminum, Ultra ONE wheels with MagnaForce alloy.	-80
	Code-rear Rim Qty 08	0
	FF: Polish Wheels, Outer Surface, Sgl/Tdm Steer Polish outer surface of outer wheel. Without chrome wheel nuts.	0
	RR: Polished Wheels, Outer Surface, Tandem Drive Polish outer surface of outer wheels (4). Without chrome wheel nuts.	0
	PR: Polished Wheels, Outer Surface All pusher axles. Polish outer surface of outer wheel.	0
	FF: Dura-Bright Finish Outer Surface of Outer Wheel, Includes Wheel Guards, Requires Polished Option	0
	RR: Dura-Bright Finish-Tandem Axle Outer Surface of Outer Wheel, Includes Wheel Guards, Requires Polished Option	0
	PR: Dura-Bright Finish All pusher axles - outer surface of outer wheel, includes wheel guards, requires polished option.	0

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	Description	Weight
	PR: (2) MN 16ply 255/70R22.5 XZE	188
	(1) self-steering pusher axle; Diameter = 36.7 inches; SLR = 17.2 inches.	
	PR: (2) Alcoa 883677 22.5X8.25 Clean Buff Finish	90
	Aluminum, (1) self-steering pusher axles.	
Fuel Tanks		
	26 in Aluminum 70 Gallon Fuel Tank LH BOC	2
	Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	
	Location LH BOC 70 Gallon	0
	DEF Tank Mounted LH BOC	0
	Models 210, 220 and 320 mounted LH cab fender.	
	Standard DEF To Fuel Ratio 2:1 Or Greater	0
	DEF Tank Small	0
	RH Tank None Furnished	-86
Battery Box & Bumper		
	Aluminum Battery Box LH Under Cab, Non-Slip Step	0
	Includes diamond pattern block shaped cover in traditional/vocational models and a smooth finish tapered cover on aerodynamic models.	
	Rubber Battery Pad In Bottom Of (1) Battery Box	4
	Mat in box that holds batteries only	
	Polish Battery/Tool Box(s), Aftertreatment Cab	0
	Entry complete	
	Aftertreatment RH U/C ALUMINUM Non-Slip Cab Entry	0
	Step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic.	
	Aluminum Bumper Swept Back Polished Without FEPTO	0
	SBFA. With two tow pins and step plates on top of bumper.	
Cab & Equipment		
	Vocational 115in BBC Alum Cab and Metton Hood SBF	0
	Stainless crown and grille with tilt assist.	
	Thermal Insulation Package in Cab	2
	Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	
	SmartSound Cab Insulation Package	65
	Cab acoustic insulation package for day cabs. Includes insulated inside firewall, top side floor damping, absorber treated kick panels, and insulated backwall and roof structure.	
	No Sleeper Selected	0
	Rubber Fender Lips 4.5 inch Wide	6

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Description	Weight
Peterbilt ST Driver	0
Peterbilt ST air seat, high height backrest, adjustable seat track length, 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension. Standard vinyl finish - color coordinate with interior color.	
Peterbilt ST Non-Adjustable Passenger Seat	0
Standard vinyl, no suspension cover, no seat back recline.	
Drivers Armrests - LH & RH	4
Required in Model 587 with Evolution LX seats, optional with Evolution ST and Rolltek Seats.	
Passenger Armrest - LH only	2
Required with Evolution LX seats, optional with Evolution ST Seats.	
Black Seat Color ipo Standard Color	0
Toolbox Under Passenger Seat Non-Suspension Seat	11
Tow hook holders mounted	0
Requires toolbox under passenger seat, code 6939110.	
Air Ride Driver	0
High Back Driver	0
Vinyl Driver	0
Non-Air Ride Passenger	0
High Back Passenger	0
Vinyl Passenger	0
Adjustable Steering Column - Tilt/Telescope	10
Steering Wheel with Peterbilt Logo	0
Steering Wheel with embossed Peterbilt logo over horn button.	
Prestige Interior - Sterling Gray	0
Exterior Cab Entry Grabhandle	6
Textured; NFPA compliant. Available on Day Cab specifications only.	
Day Cab Rear Window	0
1-Piece Glass Rear Cab Window Fixed	0
One Piece Curved Windshield	0
Power Door Locks AND Power Window Lifts Standard	0
Combo Fresh Air Heater/Air Conditioner	0
With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	
Outside Sunvisor - Stainless Steel	8
Not available with 2.1M high roof sleeper or furnished by owner sleeper.	

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Description	Weight
Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	3
Aero Rear View Mirror Housing - Body Color	0
Look Down Mirror Over Passenger Door with Black Housing	0
Convex Aero Dual View RH Hood Mounted Bright finish with one-piece bent arm. Downward visibility.	4
Air Horn Mounted Under Cab	0
Wiring For F/O Audio Head Unit Available with a Standard Speaker System.	3
Standard Cab Speakers For F/O Audio (4) Speakers	6
SmartLINQ Remote Diagnostics SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. SmartLINQ is standard with MX-13 engines and available on the models 587,579,567,389,367 and 365.	0
Removable Bugscreen Behind Grille	2
Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
Cab Air Suspension	15
Auto Reset Circuit Protection Daycab and Sleeper	0
Triangle Reflector Kit Shipped Loose	13
Fire Extinguisher; Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC.	8
Ecco DS-1500 Reverse Motion Sensor Use with backup alarm.	0
Backup Alarm (107dB)	3
Main Transmission Oil Temperature Gauge Located in Driver Information Display	0

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Description	Weight
Engine Oil Temperature Gauge 52mm round, backlit. These physical gauges must be ordered in pairs and are limited to a total of 6.	0
Air Filter Restriction Pressure Gauge Located in Driver Information Display	0
General Air Pressure 1 Gauge 52mm round, backlit. Physical gauges must be order in pairs and are limited to a total of 6.	0
General Air Pressure 2 Gauge 52mm round, backlit. Physical gauges must be order in pairs and are limited to a total of 6.	0
Switch To Deactivate Bendix ATC Traction Control Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0
Main Instrument Panel Includes Driver Information Display and Instrument Package With Speedometer, Tachometer, Fuel Level Gauge, Engine Oil Pressure, Engine Coolant Temperature, (2) Air Pressure, DEF Level Gauge. With Gas Engines, DEF Level Gauge will be replaced with Brake Application Gauge.	0
(1) Additional Dash Switch With Wiring Extra wire included at the switch. Availability subject to dash space.	0
Ammeter Located in Driver Information Display	2
Pusher Axle Pressure 1 52mm round and backlit. These physical gauges must be ordered in pairs and are limited to a total of 6.	0
Headlights Projector Module Pod Fender mounted turn signals. Projector Module Low Beam, Complex Reflector High Beam. Pod Mounted.	0
(5) Marker Lights, Aero LED On roof, visor, or fairing.	0
(2) Peterbilt Fog Lights Recessed in bumper	6
Dash Switch & Light For Ignition Power To J560 Trailer connector pin 7. Requires ISO 3731 connector, option 1682420. Trailer ABS power moves to ISO 3731 connector pin 7.	4
None Furnished Stop/Tail/Backup Lights Available with Full Truck only. Not available with Tractor.	-11
Daytime Running Lights Required on all Canadian vehicles	0
Peterbilt Signature Door Light Turn Signal	0
Wiring For Additional Set Turn Signals Mounted under corners cab or sleeper	5

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Description		Weight
(1) F/O Load Light, Switch & (2) 10 Ft Wire Coils Under cab/sleeper		3
Paint		
Standard Paint Color Selection		0
(1) Color Axalta Two Stage - Cab/Hood		0
Base Coat/Clear Coat		
N85020 A -	L0006EY WHITE	
N85400 HOOD TOP	L0006EY WHITE	
N85500 CAB ROOF	L0006EY WHITE	
N85200 FRAME	N0001EA BLACK	
N85300 FENDER	L0006EY WHITE	
Options Not Subject To Discount		
Peterbilt Class 8 Standard Coverage		0
1 year/100,000 Miles (160,000 km)		
Miscellaneous		
Day Cab / Prestige Interior (DM)		0
2017 EPA Emissions Engine		0
Warranty Only		
Presentation Created Using Featured Spec		0
For Model		
Total Weight		19788

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Section 6: Equipment Specifications



STANDARD FEATURES

Mechanical

TorqShift® 6-speed SelectShift® automatic transmission with tow/haul mode
 Axle – Front, narrow-track, monobeam (F-350 4x4)
 Axle – Front, narrow-track, Twin-I-Beam (F-350 4x2)
 Axle – Front, wide-track, monobeam (F-450/F-550)
 Brakes – Power 4-wheel disc with Anti-Lock Brake System (ABS)
 Manual locking hubs (4x4)
 Oil monitor – Intelligent Oil-Life Monitor® (diesel engines)
 Oil monitor – Oil-life minder (gas engines)
 Stabilizer bars – Front and rear
 Stationary Elevated Idle Control (SEIC)¹
 Steering – Hydraulic power-assisted
 Steering damper
 Suspension – Front, coil springs
 Suspension – Heavy-duty gas shock absorbers
 Suspension – Rear, auxiliary springs
 Trailer sway control
 Trailer tow – 7-wire harness with relays, blunt cut and labeled

Driver-Assist Technology

Autolamp with rainlamp
 Hill start assist

Seating

Rear – 60/40 split flip-up seat with head restraints (SuperCab and Crew Cab)

Interior

Cabin air filter
 Climate control – Air conditioning
 Coat hooks
 Dash-top tray
 Display – Outside temperature
 Glove compartments – 2, illuminated and lockable
 Grab handles – Driver and front-passenger, and rear-passenger on Crew Cab
 Lighting – Dome light
 Lighting – Dual map lights (front on Regular Cab/ SuperCab; front and rear on Crew Cab)
 Overhead console with dual storage bins
 Power outlets – 12-volt powerpoint, 2 in instrument panel
 Steering column – Manual-tilt/telescoping
 Uplifter switches – Four 25-amp and two 40-amp (40-amp are hot-at-all-times capable), located in overhead console
 Windows – Rear quarter flip-out (SuperCab)

Exterior

Daytime running lamps – Configurable
 Doors – 2 (Regular Cab)
 Doors – 4 (SuperCab/Crew Cab)
 Front fender vents
 Front license plate bracket
 Lighting – 3-blink lane change signal
 Lighting – LED roof marker/clearance lamps
 Splash guards – Front (F-450/F-550)
 Tow hooks – Front, 2
 Underhood service lamp
 Windshield wipers – Variable-intermittent with washers

Safety & Security

Airbags – Driver and right-front-passenger front¹
 Airbags – Front-seat side¹
 Airbags – Front-passenger airbag deactivation switch (Regular Cab and Super Cab)
 Airbags – Safety Canopy® System with side-curtain airbags² and rollover sensor
 AdvanceTrac® with RSC® (Roll Stability Control™)
 Belt-Minder® front safety belt reminder
 Child-safety-seat top tether anchors (Regular Cab front passenger, and all rear-seat positions)
 Front height-adjustable shoulder safety belts
 Individual Tire Pressure Monitoring System (F-350, excluded available option)
 MyKey®
 SOS Post-Crash Alert System™

Engines

	6.7L Power Stroke V8 Turbo Diesel	6.2L 2-Valve Gas V8 FFV	6.8L Triton 3-Valve Gas V10
Configuration	OHV (32-valve)	SOHC	SOHC
Fuel injection	High-pressure common-rail	Sequential electronic	Sequential electronic
Control system	Electronic	Electronic	Electronic
Induction system	Single-sequential turbocharger; charged air cooler	Electric	Electric
Cooling system	Pressurized series flow	Specialty tuned	Specialty tuned
Oil-life monitor	Intelligent Oil-Life Monitor	Pressurized series flow	Pressurized series flow
Cylinders	8	Oil-life minder	Oil-life minder
Cylinder heads	Aluminum	8	10
Block material	Compacted graphite iron	Aluminum	Aluminum
Valve operation	Push rod/rocker arms	Cast iron	Cast iron
Camshaft drive	Gear	Roller-rocker shafts	Hydraulic roller
Bore/stroke	3.90" x 4.25"	Silent chain	Silent chain
Compression ratio	16.2:1	4.02" x 3.74"	3.55" x 4.17"
Horsepower @ rpm	230 @ 2,600	9.8:1	9.2:1
Torque lb.-ft. @ rpm	750 @ 2,000	385 @ 5,750 ³	288 @ 4,000 ³
Recommended fuel	Ultra-low-sulfur diesel or E85 (containing 20% or less biodiesel)	430 @ 3,800	424 @ 3,000
		Regular unleaded or E85	Regular unleaded



6 auxiliary uplifter switches, mounted overhead within easy reach of front-seat occupants, provide more total amps than the previous generation.

Up to 6 power sources, including 12-volt powerpoints⁴ and 110-volt power outlets⁴ help you recharge your equipment easily. And the combined max. output of these outlets is increased to 400 watts in Park and 300 watts when driving.

The Rear View Camera and Prep Kit⁵ helps make backing up easier. Place the camera wherever you need it, thanks to a wiring harness extension. Then see what's behind you while slowly backing up through a video display in the cab.

An Uplifter Interface Module⁶ helps uplifters quickly connect their electrical equipment to that of the truck, allowing easier integration of upgrades to meet customer needs.

STANDARD FEATURES

Models

F-350

Maximum Capabilities¹

5th-Wheel Towing: 22,500 lbs.
Conventional Towing: 17,500 lbs.
Payload: 8,020 lbs.
GCWR: 30,000 lbs.
GVWR: 14,000 lbs.
Front GAWR: 5,250 lbs. (4x2); 6,000 lbs. (4x4)

Equipment Configurations

Engines: 6.2L Gas V8 Flex Fuel E85-capable
6.7L Power Stroke® V8 Turbo Diesel
B20-capable
Drivelines: 4x2 or 4x4 • Single Rear Wheel
or Dual Rear Wheel
Bodies: Regular Cab, SuperCab, Crew Cab
Trim Series: XL, XLT, LARIAT

F-450

Maximum Capabilities¹

5th-Wheel Towing: 25,000 lbs.
Conventional Towing: 17,500 lbs.
Payload: 9,930 lbs.
GCWR: 33,000 lbs.
GVWR: 16,500 lbs.
Front GAWR: 7,500 lbs.

Equipment Configurations

Engines: 6.8L Triton® Gas V10
6.7L Power Stroke V8 Turbo Diesel
B20-capable
Drivelines: 4x2 or 4x4 • Dual Rear Wheel only
Bodies: Regular Cab, SuperCab, Crew Cab
Trim Series: XL, XLT, LARIAT

F-550

Maximum Capabilities¹

5th-Wheel Towing: 31,800 lbs.
Conventional Towing: 18,500 lbs.
Payload: 12,730 lbs.
GCWR: 40,000 lbs.
GVWR: 19,500 lbs.
Front GAWR: 7,500 lbs.

Equipment Configurations

Engines: 6.8L Triton Gas V10
6.7L Power Stroke V8 Turbo Diesel
B20-capable
Drivelines: 4x2 or 4x4 • Dual Rear Wheel only
Bodies: Regular Cab, SuperCab, Crew Cab
Trim Series: XL, XLT, LARIAT

Transmission

TorqShift 6-Speed SelectShift Automatic with Tow/Haul Mode

Case Material	Aluminum
PTO	Live-drive with stationary and mobile modes Torque output: 250 lb.-ft. for diesel; up to 250 lb.-ft. for gas Split-shaft capability (diesel engine only) PTO port located on driver's side
Gear Ratios	1st 3.97:1 2nd 2.31:1 3rd 1.51:1 4th 1.14:1 5th 0.85:1 6th 0.67:1 Reverse 3.12:1

Mechanical

Front Suspension

Axle (max. rating @ ground) –
5,250 lbs. (F-350 4x2);
6,000 lbs. (F-350 4x4);
7,000 lbs. (F-450/F-550)
Shock absorbers – 1.38" gas type

Rear Suspension

Axle (max. rating @ ground) –
7,280 lbs. (F-350 SRW);
9,750 lbs. (F-350 DRW);
12,000 lbs. (F-450);
13,660 lbs. (F-550)
Shock absorbers – 1.38" gas type

Steering

Type – Hydraulic power-assisted with
recirculating ball gear and damper
Overall ratio – Variable

Brakes

Rotor diameter (front/rear) –
14.29"/14.29" (F-350);
15.39"/15.74" (F-450/F-550)
Lining area (sq. in.; front/rear) –
50.9/39.6 (F-350);
68.8/64.8 (F-450/F-550)

Wheels

Steel or aluminum
Size –
17" SRW/DRW, 18" SRW (F-350);
19.5" (F-450/F-550)
Number of studs –
8 (F-350); 10 (F-450/F-550)
Bolt-circle diameter –
6.69" (F-350 SRW);
7.87" (F-350 DRW);
8.85" (F-450/F-550)

Frames

Number of Crossmembers

7 (145.3" WB); 8 (167.9" WB,
169.3" WB, 179.8" WB);
9 (191.9" WB, 193.3" WB,
203.8" WB); 10 (205.3" WB)

Section Modulus²

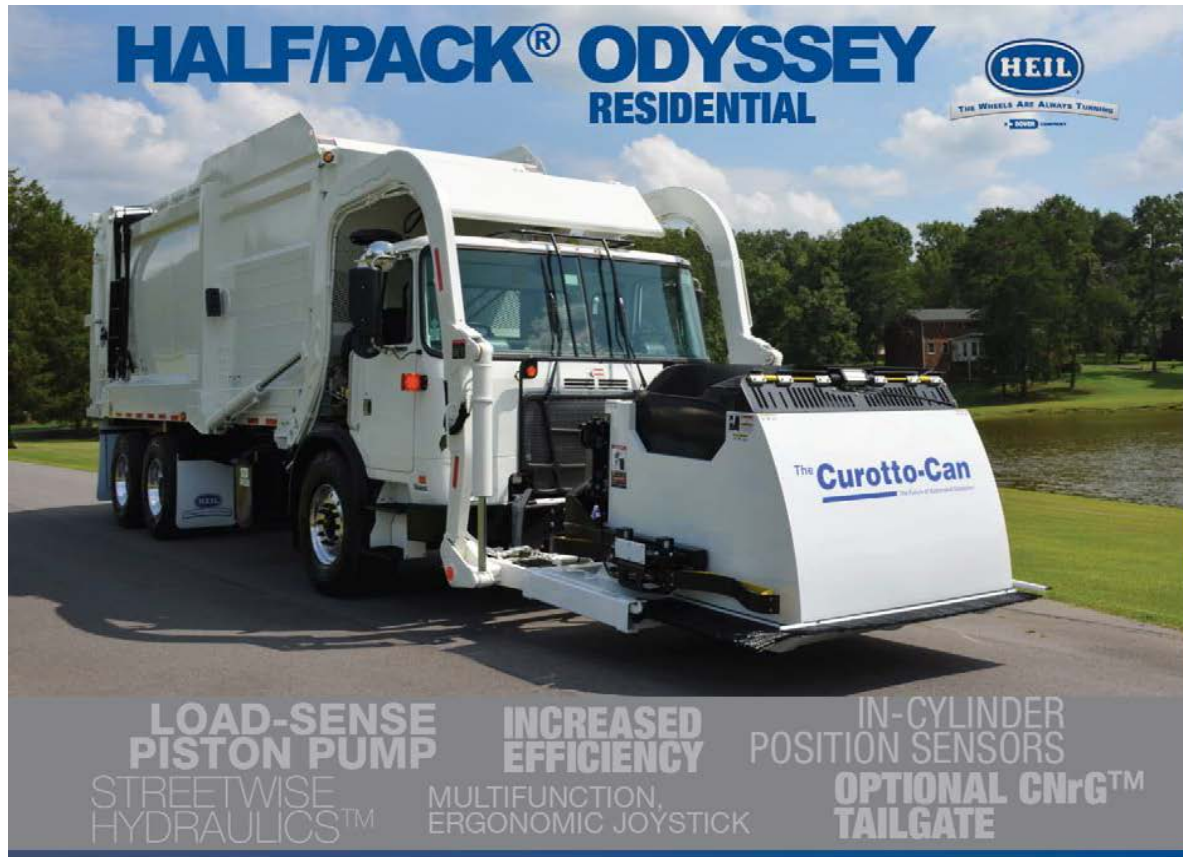
12.7 cu. in.

Frame Rail Yield Strength

50,000 psi

Max. Side Rail Section³

(height x width x thickness)
7.50" x 2.74" x 0.28" (F-350)
7.50" x 2.74" x 0.32" (F-450/F-550
145.3" WB, 169.3" WB, 167.9" WB,
179.8" WB and 203.8" WB)
7.50" x 2.74" x 0.60" (F-450/F-550
169.3" WB, 191.9" WB, 193.3" WB
and 205.3" WB; F-550 with the
Payload Plus Upgrade Package)



REDESIGNED FORK CRADLE 5



Minimizes cab shake and allows height adjustment of the Curotto-Can.

BENEFIT

Picks cans at multiple height levels and reduces operator fatigue.

WHY IT MATTERS TO YOU

- No wheel damage on carts
- Increases productivity
- Improves operator ergonomics

AUTO-LIFT FEATURE 7



Automated dumping cycle reduces spillage and operator error.

BENEFIT

Provides smooth, automated emptying of Curotto-Can into hopper.

WHY IT MATTERS TO YOU

- Improves productivity
- Reduces training time for new operators
- Reduces downtime

CORTEX™ CONTROLLER 6



The "brain" of our system is a rugged mobile controller that provides the intelligence and precise control our unit demands.

BENEFIT

Utilizing a mobile controller and placing in a protected location gives us the intelligence we need and the durability our customers demand.

WHY IT MATTERS TO YOU

- Less downtime
- Ease of service

LOAD-SENSE PISTON PUMP 8



Controls hydraulic flow, intelligently delivering proper oil amounts as required.

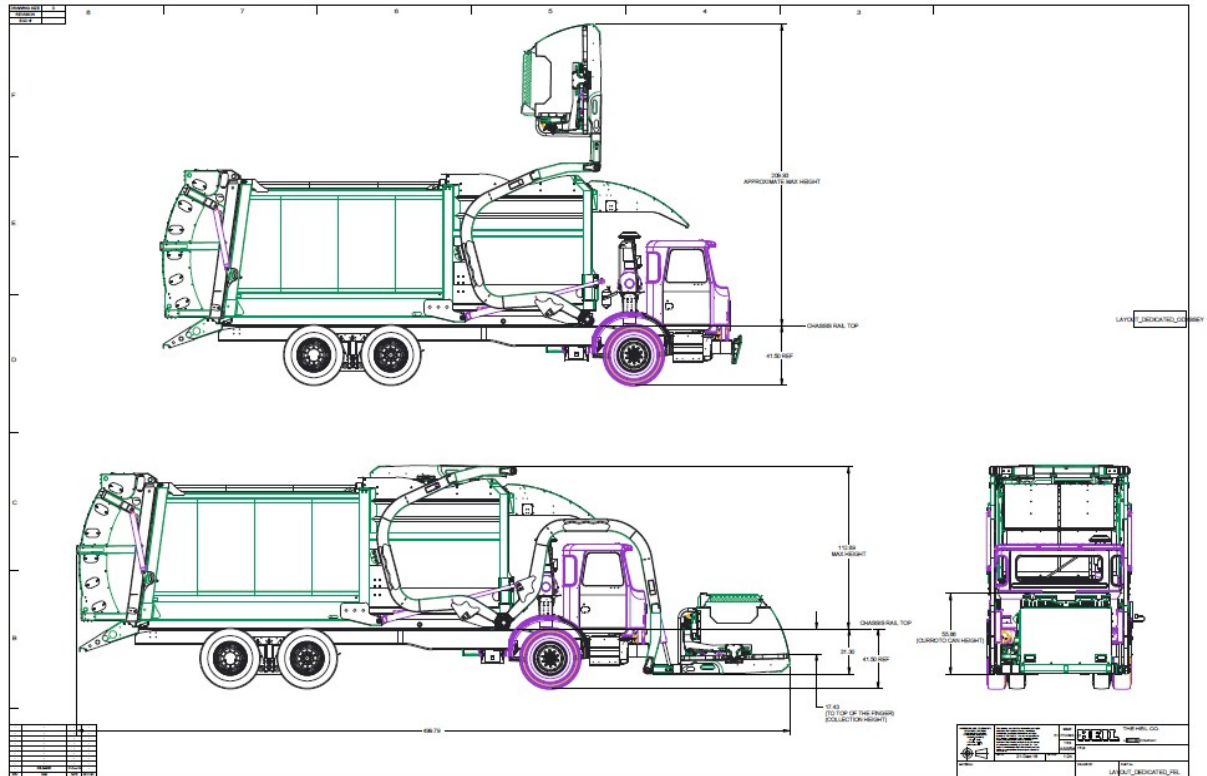
BENEFIT

Increased efficiency.

WHY IT MATTERS TO YOU

- Reduced fuel consumption
- Lower hydraulic system temperatures
- Contributes to lowest Total Cost of Ownership

Section 6: Equipment Specifications



Performance Specifications		@ Idle	@ 1,200 RPM
Container Dump Cycle Time	up	10-12 seconds	7-8 seconds
	complete	20-23 seconds	14-17 seconds
Packer Cycle Time		20-23 seconds @ Idle	
Arms Lifting Capacity		8,000 lbs. (tested to 16,000 lbs.)	
Compaction Force		117,000 lbs.	

Hydraulic Specifications

PUMP	
Type	Single Vane
Maximum Operating Pressure	2,500 psi
Working RPM	1,200 RPM approx.
Flow at Working RPM	50 GPM
OIL RESERVOIR	
Tank Capacity (net)	41 gallons
Filters	3 micron return filter with in-cab filter monitor; 100 mesh reusable suction screen
VALVES	
Type	Multi-section stack valve, 50 GPM @ 2,500 psi relief valve to prevent overload damage

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written: Warranty Statement for this product at the time of shipment.

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www.heil.com

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FORM #SWG-000002-012113

NJPA Contract #060612-ESG



Chassis Requirements	20 yd ³		23 yd ³	28 yd ³	32 yd ³
	Single axle w/ tag	tandem axle			
Usable CT	in. mm	150 in. 154-160 in.	148 to 160 in.	172 to 190 in.	194 to 190 in.
Wheel Base	in. mm	185 in. 179-185 in.	179 to 185 in.	197 to 215 in.	209 to 215 in.
GVMR	lbs. kg	54,000 lbs. 24,500 lbs.	60,000 lbs. 27,200 lbs.	64,000 lbs. 29,000 lbs.	66,000 lbs. 30,000 lbs.
Minimum GVWR (F)*	lbs. kg	20,000 lbs. 9,070 lbs.	20,000 lbs. 9,070 lbs.	20,000 lbs. 9,070 lbs.	20,000 lbs. 9,070 lbs.
Minimum GVWR (R)*	lbs. kg	30,000 lbs. 13,600 lbs.	40,000 lbs. 18,100 lbs.	46,000 lbs. 20,800 lbs.	48,000 lbs. 21,700 lbs.
Minimum Platform	in. mm	227 5768	227 5768	269 6833	277 7016

*Typical recommended specifications. Specific specifications are dependent on chassis weight, wheelbase, and expected payload. Chassis must comply with Heil's chassis layout requirements, or body will not be mounted.

Body Specifications	20 yd ³		23 yd ³	28 yd ³	32 yd ³
	Body Capacity	Hopper Capacity	Gross Capacity		
	20 yd ³	23 yd ³	28 yd ³	32 yd ³	
	12 yd ³	12 yd ³	12 yd ³	12 yd ³	
	32 yd ³	35 yd ³	40 yd ³	44 yd ³	
Gross Weight (approx.)	lbs. kg	18,000 lbs. 8,160 kg	18,100 lbs. 8,200 kg	19,300 lbs. 8,750 kg	20,000 lbs. 9,070 kg
Overall Length ⁽¹⁾	in. mm	364 in. 9250 mm	383 in. 9725 mm	415 in. 10540 mm	433 in. 11000 mm
Overall Width	in. mm	96 in. 2438 mm	96 in. 2438 mm	96 in. 2438 mm	96 in. 2438 mm
Overall Height ⁽²⁾	Arms Down	in. mm	107 in. 2718 mm	107 in. 2718 mm	107 in. 2718 mm
	Arms Up	in. mm	130 in. 3302 mm	130 in. 3302 mm	130 in. 3302 mm
Hopper Opening	in. mm	83 in. x 93 in. 2109 mm x 2367 mm	83 in. x 93 in. 2109 mm x 2367 mm	83 in. x 93 in. 2109 mm x 2367 mm	83 in. x 93 in. 2109 mm x 2367 mm

⁽¹⁾ Arms Down, Forks Tucked ⁽²⁾ Above Frame

Cylinder Specifications		20 yd ³	23 yd ³	28 yd ³	32 yd ³
Body Cylinders	Type	Bore			
		in. mm	5.5 in. 139.7 mm	5.5 in. 139.7 mm	5.5 in. 139.7 mm
Packer	(2) 3-Stage Double Acting Telescopic	in. mm	4.5 in. 114.3 mm	4.5 in. 114.3 mm	4.5 in. 114.3 mm
ARM	(2) Double Acting	in. mm	4.0 in. 101.6 mm	4.0 in. 101.6 mm	4.0 in. 101.6 mm
Forks	(2) Double Acting	in. mm	4.0 in. 101.6 mm	4.0 in. 101.6 mm	4.0 in. 101.6 mm
Top door	(1) Double Acting	in. mm	2.8 in. 71.1 mm	2.8 in. 71.1 mm	2.8 in. 71.1 mm
Tailgate	(2) Double Acting Each	Raise	in. mm	3.1 in. 78.7 mm	3.1 in. 78.7 mm
		Lock	in. mm	3.0 in. 76.2 mm	3.0 in. 76.2 mm

Section 6: Equipment Specifications



DuraPack® 5000

High-Compaction Rear Loader



DuraPack® 5000

The unrivaled workhorse of the industry.

With over 20,000 built and nearly 30 years of reliability, Heil's DuraPack 5000 high-compaction refuse vehicle has become the mainstay of collection fleets, from small independent haulers to the world's largest municipal fleet.

Engineered to last. The DuraPack 5000 features Heil's DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack 5000 is a sturdy package with the stamina to absorb years of tough hauling.

Outstanding weight distribution. But our engineers still weren't satisfied. Their search for perfection led them to discover a way to create outstanding weight distribution and reduce wear on rearward chassis components. They incorporated a high cylinder mount into a

compact design with a short overhang to maximize forward loading of both the body and the payload.

Easy to operate. The DuraPack 5000 is as functional as it is durable. Operators around the world appreciate the convenient one-handed manual packing controls that enable them to stop, start, or reverse either the upper panel or the blade at any point in the packing cycle. With a simple two-step cycle that reloads in just 6 to 8 seconds, and a complete cycle time of 16 to 18 seconds, it gets them through their routes quickly. (Cycle time varies based on pump application.)

To add the DuraPack 5000 to your fleet, contact your local Authorized Heil Dealer. To find the Dealer nearest you, visit www.heil.com.



Section 6: Equipment Specifications



Reliable Real Loader Performance

The DuraPack® 5000 was specifically designed to maximize your time on daily collection routes.

- **Solid Foundation** — The interlaced subframe provides exceptional strength and durability, which means your DuraPack 5000 will enjoy a long lifespan.
- **Time-Saver** — The DuraPack 5000 features a flat, abrasion-resistant steel floor, which eliminates the messy job of cleaning trash buildup out of dirty troughs.
- **Frame-Mounted Oil Tank** — Filter maintenance is easy with an oil tank that is mounted on the frame and includes standard sight gauge and in-cab filter bypass monitors.
- **Superior Filtration** — Our 3-micron filtration system keeps oil cleaner and extends the life of hydraulic components. Other manufacturers use 10-micron filtration, which can allow particulate matter to damage the hydraulic system.
- **One-Handed Manual Packing** — Convenient one-handed manual controls stop, start, or reverse the upper panel or blade at any point in the packing cycle.

Visit www.heil.com to learn more about how Heil refuse collection vehicles are making a difference around the world.

High-Capacity Hopper

The generous 3.94 cubic yard hopper can accommodate large items with ease, and requires less cycling on the route.

Durability and Longevity

Our exclusive fully welded, interlaced subframe provides exceptional longevity, while resisting abrasion, corrosion, and salt damage. The body is constructed of 7- to 8-gauge high tensile strength steel, while the hopper features ½-inch thick AR400 steel on the floor and ¾-inch thick AR400 steel on the sides for superior strength and durability.

More Packing Power

Heil's Linkage Packing System is a proven performer. It has no rollers, slides, or side shoes to wear out. Smaller cylinders deliver considerably more packing power for increased payloads.

Service Smart™ Side Door

Our Service Smart™ design simplifies routine maintenance and keeps you away from the shop and out servicing your customers — and making money. The side door provides easy access for common maintenance tasks.



DuraPack® 5000

High-Compaction Rear Loader Product Specifications

Performance Specifications

Compaction	1000+ lbs. per yd ³
Hopper Size	3.94 yd ³
Packing Cycle Time	16-18 seconds*
Reload Time	6-8 seconds*

*with test cycle pump option

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.

Hydraulic Specifications

PUMP	
Type	High pressure gear
Maximum Operating Pressure	2,500 psi
GPM	42 GPM
OIL RESERVOIR	
Tank Capacity (net)	50 gallons (190 liters)
Filters	3 micron return filter with in-cab filter monitor; 140 micron suction line
VALVES	
Shutoff	Ball valve in suction line between pump and reservoir
Packing Control	Spool type
Ejector and Tailgate Raise	Spool type

Tailgate Specifications

Hopper Capacity	yd ³	3.94
	m ³	3.01
Sill Height Below Chassis Frame	in.	3.6
	mm	97
Hopper Loading Width	in.	80
	mm	2032
Hopper Opening Height	in.	55
	mm	1397
Cycle Time (seconds)	complete	16-18
	reload	6-8

Typical Chassis Configuration

		18 yd ³	20 yd ³	25 yd ³	27 yd ³	32 yd ³
Minimum GVWR ⁽¹⁾	Conventional	48,000	51,000	54,000	57,000	62,000
		front	12,000	13,000	14,000	15,000
		rear	36,000	38,000	40,000	44,000
	Cab-Over-Engine	front	14,000	15,000	16,000	17,000
		rear	34,000	36,000	38,000	44,000
		in.	124-130	N/A	N/A	N/A
Usable CA		mm	3149-3302	N/A	N/A	N/A
		in.	105-111	115-121	150-156	162-168
Usable CT		mm	2067-2819	2921-3073	3810-3962	4115-4267
		in.	82	51	51	51
Minimum Platform		mm	813	1265	1295	1295
		in.	32	50	51	51

Heil Environmental does not recommend mounting any chassis that does not meet the minimum GVWR/GAWR outlined above.
(1) If CA/CT is not as recommended, contact Heil Environmental for applicable weight distribution and GVWR/GAWR requirements.
(2) Require 30,000 lbs. spring package.

Body Specifications

		18 yd ³	20 yd ³	25 yd ³	27 yd ³	32 yd ³
Body Capacity	yd ³	18	20	25	27	32
	m ³	13.7	15.3	19.1	20.6	24.4
Overall Length	in.	225	235	270	282	310
	mm	5,715	5,969	6,858	7,163	7,874
Overall Length with Tailgate Raised	in.	275	285	320	332	360
	mm	6,985	7,239	8,128	8,433	9,144
Overall Width	in.	96	96	96	96	96
	mm	2,438	2,438	2,438	2,438	2,438
Overall Height Above Frame	in.	207	207	207	207	207
	mm	5,257	5,257	5,257	5,257	5,257
Overall Height with Tailgate Raised	in.	207	207	207	207	207
	mm	5,257	5,257	5,257	5,257	5,257
Gross Weight (approximate)	lbs.	14,300	14,800	15,900	15,900	17,000
	kg	6,487	6,727	7,045	7,227	7,818

Cylinder Specifications

	Type	Model	Stages	Bore
Body Cylinders	Single Acting	ALL	1	in. 4
Tailgate Raise	Single Acting	ALL	1	mm 102
Packer Blade	3-Stage Double Acting Telescopic	ALL	4	in. 5.5
Upper Panel	Double Acting	ALL	1	mm 140
Ejection	Double Acting	18, 20, 25, 27 yd ³	4	in. 5
				mm 127
		32 yd ³	5	in. 6
				mm 152
				in. 7
				mm 178

CONTACT YOUR LOCAL DEALER



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EXHIBIT F: LIQUIDATED DAMAGES

Grantee may be assessed Liquidated Damages in the event Grantee fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the Agreement, the time frame for accomplishing each event, and nature of the responsibility associated with the event unless otherwise stated in this Exhibit. Refer to Section 12.2 of the Agreement for procedures for assessing Liquidated Damages. Liquidated Damages, if assessed, shall only be assessed for the number of events, days, or other measure in excess of the acceptable performance level. The Parties acknowledge that conditions may arise during the Term of this Agreement that may cause the County to require additional performance standards and Liquidated Damages. In such event the Grantee agrees to meet upon request from the Departmental Director to discuss service and/or performance concerns, and collaborate with County to achieve a reasonable solution.

Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
Missed Collections	Each Service Opportunity where Grantee fails to Collect a Container from a Customer who properly placed said Container for Collection.	Less than three (3) per one hundred (100) Service Opportunities, measured annually	\$50/Event
Excessive Noise or Discourteous Behavior	Each Complaint received that is related to either noise during Collection activity or the behavior of Grantee's employees.	Less than five (5) per one thousand (1,000) Service Opportunities, measured annually	\$250/Event
Failure to Commence Service	Any failure by Grantee to deliver a Container and/or begin providing Collection to a Customer, at the level of service requested by said Customer, within seven (7) calendar days of receiving such request. This may include a new Customer receiving new service or an existing Customer requesting a change in or addition to existing service levels.	Less than one (1) per one hundred (100) Service Requests, measured annually	\$50/Event
Failure to Resolve Complaint	Any failure by Grantee to remedy or address in good faith a Complaint within seven (7) calendar days of receiving such Complaint. Documentation of plan for resolution qualifies as "resolved" for events which may not reasonably be completed within the specified time frame.	Less than one (1) per one hundred (100) Complaints	\$100/Event

EXHIBIT F: LIQUIDATED DAMAGES

Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
Failure to Perform Education and Outreach Activities	Each failure by Grantee to develop, produce, and distribute public education material or perform outreach activities in the form and manner required under this Agreement.	No acceptable failure level. Note that Grantee not responsible for insuring that individual customers who have not provided correct contact information receive outreach materials.	\$500/Activity, with each group outreach event comprising one activity; in other words, mailing outreach materials to 700 Customers equals one activity, not 700 separate activities.
Delivery to Non-Approved Facility	Each individual occurrence of delivering materials to a facility other than the Approved Facility designated for each material type under Section 6 of this Agreement.	No acceptable failure level	\$100/Ton
Disposal Without Processing	Each individual occurrence of delivering Mixed Materials, Recyclable Materials, Yard Trimmings, Food Scraps, or C&D set out for Collection by the Customer for Disposal without prior Processing.	No acceptable failure level, subject to the provisions of Section 6.9.B, or if Grantee demonstrates that Processing such materials would lead to a significant health and/or safety risk.	\$500/Ton
Mixing Materials During Collection	Each individual Container that is Collected by Grantee in a vehicle intended or designated for the purpose of Collecting a different material type (e.g. Recyclable Materials Collected in Mixed Materials vehicle, etc.)	No acceptable failure level	\$100/Container

EXHIBIT F: LIQUIDATED DAMAGES

Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
Late Report	Each occurrence of a report, as required under Exhibit "G" to this Agreement, being submitted after the due date. Reports shall be considered late until they are submitted in a complete and accurate format.	Less than seven (7) calendar days after report due date or notification of incomplete report, whichever is later.	\$250/Day
Failure to Maintain or Provide Access to Records	Each occurrence of Departmental Director requesting information required to be maintained by Grantee where Grantee fails to provide such information.	Less than seven (7) calendar days after report due date	\$500/Event
Inaccurate Reporting	Each occurrence of Grantee providing a report containing inaccurate information to County under or in regard to this Agreement. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance. Errors self-reported and corrected in a timely manner by the Grantee will not be subject to be defined as "Inaccurate Reporting".	No acceptable failure level	\$500/Event

By placing each Party's designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Grantee

County

Initial Here: _____

Initial Here: _____

EXHIBIT G:

REPORTING REQUIREMENTS

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. In the event that reports are required in a spreadsheet format, Grantee shall retain all formulas and links used in the spreadsheet itself (e.g. not “pasted values”). Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

1. Determine and set Maximum Rates and evaluate the financial efficacy of operations.
2. Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under the AB 939, AB 341, AB 1826, and SB1383.
3. Determine needs for adjustment to programs.
4. Evaluate Customer service and Complaints.

Quarterly Report Content

Quarterly reports shall be presented by Grantee to show the following information for each month in the reported quarter and include a quarterly average. In addition, each quarterly report shall show the past four (4) quarters average for data comparison (the first three (3) quarters of the Agreement shall only include the available quarterly information).

1. Tonnage Report

- Tonnage delivered to each Approved Facility by material type and Customer Type, subtotaling and clearly identifying those tons that are Disposed and those that are recovered. Given that the use of Collection vehicles shared with servicing neighboring jurisdictions is planned, reported tonnages will be estimates using allocations based on relative service level volumes, or another appropriate method. Grantee will provide the allocation methods to be used to the County in accordance with Section 17.1.
- Recovered Materials Tonnage marketed (by commodity and including average commodity value for each) and Residual Waste Tonnage Disposed. Given that the use of Collection vehicles shared with servicing neighboring jurisdictions is planned, reported tonnages will be estimates using allocations based on relative service level volumes, or another appropriate method. Grantee will provide the allocation methods to be used to the County in accordance with Section 17.1.

2. Customer Service Report

The Grantee shall deliver the following information beginning July 1st, 2019, upon request from the Departmental Director.

- Number of Complaints received and investigated, and potential violations found based on Complaints.
- Number of events of Grantee leaving tags for non-Collection summarized by the reason for the non-Collection (e.g., prohibited materials, overages, improper set-out, Hazardous Substances, etc.).

EXHIBIT G: REPORTING REQUIREMENTS

- Report of all non-Collection notices left for Non-Exempt Customers, with a physical copy of a standard non-Collection notice provided if required by Applicable Law.

3. Revenue Report

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

Maintain a list of Customers that are past due and include the following information for each delinquent account: name; service address; contact information; number of days the account is delinquent; and method(s) the Grantee has used to attempt collection of the bad debt including date of such attempt(s).

Annual Report Content

The annual report shall be the fourth quarterly report plus the following additional information.

1. Summary Assessment

Provide a summary assessment of the programs performed under this Agreement from Grantee's perspective relative to the financial and operational status of the program. The operational status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement. Provide recommendations and plans to improve. Highlight significant accomplishments and problems.

2. Customer Report

- Number of total Customers by Customer Type.
- List of Single-Family Customers which are not on the tax roll that Grantee is billing directly for Single-Family Base Service and which the County should likely add to the tax roll (e.g. Single-Family Customers which the Grantee had previously directly billed the Single-Family Base Services Rate), indicating each Customer's start date, and date of transfer.
- List and service levels of Commercial and Multi-Family Customers required to comply with AB 1826 and AB 341.
- Number of Containers at each service level by Customer Type and material type.
- Note: in addition, Grantee shall provide such Customer Report up to one (1) time per calendar quarter upon County request.

3. Customer Compliance and Contamination Monitoring Report

- Description of process for determining Customer compliance and contamination levels in accordance with Section 17.4.
- Dates and number of route reviews and audits conducted in accordance with Section 17.4.
- Number of times notices, or targeted education materials were issued, or potential violations identified.

EXHIBIT G: REPORTING REQUIREMENTS

- Number of notifications received from the Approved Facilities regarding contamination of delivered materials, along with copies of all such notices received.
- Number of inspections conducted by type for Commercial edible food Generators, food recovery organizations, and Commercial businesses.

4. Public Outreach Report

- Summary report of public outreach activities provided, demonstrating compliance with Section 22.5 and Exhibit “H”.
- Number of Customers by Customer Type that received public outreach in accordance with Section 22.5 and Exhibit “H”.
- Number of households that received multi-lingual public outreach materials.

5. Vehicle Inventory

Provide a listing of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), tare weight, and mileage at December 31.

EXHIBIT H: PUBLIC OUTREACH REQUIREMENTS

In accordance with Section 22.5, Grantee shall provide annual public outreach to the Customers, and on the topics described in this Exhibit “H”. At Grantee’s option, such information may be provided through one or more annual mailers, or through Grantee’s website, provided that Grantee also provide an annual post-card to Customers directing them to the location of such online information. Nothing in this Exhibit “H” shall preclude Grantee from providing all public outreach described herein to all Customers, or at a frequency greater than one (1) time per year, though it is not required. In addition to the annual public education required by this Exhibit “H”, Grantee shall provide as-needed public education required by SB 1383 to Non-Exempt Customers found to be out of compliance in accordance with Section 17.4.B.

Description	Exempt Residential Customers*	Non-Exempt Residential Customers*	Exempt Commercial Customers	Non-Exempt Commercial Customers
1) Description of Grantee services available to Customer.	X	X	X	X
2) Schedule of current Customer Rates.	X	X	X	X
3) Identification of Collection Holidays and resulting Collection schedule.	X	X	X	X
4) Information on the Customer’s legal requirements under SB 1383 to subscribe to Organic Materials Collection services, and to Source Separate Organic Materials into the appropriate Containers.**	X	X	X	X
5) Information on Commercial and Multi-Family Customers’ legal requirements under AB 1826 to subscribe to Organic Materials Collection services.**	X (Multi-Family Only)	X (Multi-Family Only)	X	X
6) Information on methods for: the prevention of Organic Materials generation, recycling organic waste on-site, and sending organic waste to community composting.**		X		X
7) Information regarding the methane reduction benefits of reducing the Disposal of Organic Materials.**		X		X
8) Information regarding how to Divert Organic Materials and a list of County-approved haulers.**		X		X
9) Information related to the public health and safety and environmental impacts associated		X		X

EXHIBIT H: PUBLIC OUTREACH REQUIREMENTS

Description	Exempt Residential Customers*	Non-Exempt Residential Customers*	Exempt Commercial Customers	Non-Exempt Commercial Customers
with the Disposal of Organic Materials.**				
10) Information regarding programs for the donation of edible food.**		X		X

* Including Customers billed through the tax roll.

** Grantee may base materials on templates provided for public use by CalRecycle or on materials developed by or for other agencies, provided that all such materials comply with Applicable Law and reflect necessary unique requirements of the County service area. It is understood that information provided by the Grantee is for Customer informational purposes and that the Grantee is not responsible for Enforcement of such legislation.