

**FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT
BETWEEN THE CITY OF SAN JOSE AND WASTE CONNECTIONS OF
CALIFORNIA, INC. D/B/A GREENTEAM OF SAN JOSE FOR SOLID WASTE
SERVICES**

This First Amendment to the Amended and Restated Agreement Between the City of San José, a municipal corporation of the State of California (“CITY”) and Waste Connections of California, Inc. D/B/A GreenTeam of San Jose (“CONTRACTOR” or “GreenTeam”) (collectively the “Parties”) for Solid Waste Services, dated June 30, 2021, (“FIRST AMENDMENT”) is made and entered into on the date that it is fully executed by the Parties.

WHEREAS, one of the CITY’s exclusive solid waste haulers, California Waste Solutions, Inc., (CWS) filed a lawsuit against CITY on January 6, 2023 entitled *California Waste Solutions, Inc. v. City of San Jose, et al.* in the Superior Court for the State of California, County of Santa Clara, Case number 23CV409641, which was removed to the United States District Court for Northern California, Case number 23-cv-01647-MMC (hereafter the “Action”);

WHEREAS, the Action arises solely from the previous agreement between the CITY and CWS for Recycle Plus SFD Recycling Collection Services, which had a term from July 1, 2010 through June 30, 2021;

WHEREAS, on _____, the CITY and CWS entered into a settlement agreement for purposes of resolving the Action in its entirety without further litigation, pursuant to which they agreed to amend the current agreement between the CITY and CWS entitled “Amended and Restated Agreement Between the City of San José and California Waste Solutions, Inc. for Recycle Plus SFD Recycling Collection Services,” with a term from July 1, 2021 through June 30, 2036, to add a curbside battery collection service to all SFD Service Units (specifically individual living units in single family dwellings);

WHEREAS, the settlement agreement between the CITY and CWS requires that GreenTeam also agree to amend its Amended and Restated Agreement with the CITY for Solid Waste Services, dated June 30, 2021 (“Agreement”) to provide its SFD Service Units (specifically individual living units in single family dwellings) with the same curbside battery collection service for the same term;

WHEREAS, under the Agreement, CONTRACTOR provides SFD Recycling Service at all SFD Service Units within the SFD Service District;

WHEREAS, CONTRACTOR has agreed to provide the same curbside battery collection service at all SFD Service Units (specifically individual living units in single family dwellings) within the SFD Service District;

WHEREAS, the CITY and CONTRACTOR desire to amend the Agreement to add a curbside battery collection service by CONTRACTOR to all SFD Service Units (specifically individual living units in single-family dwellings) within the SFD Service District, for which the CITY will provide additional compensation;

WHEREAS, the curbside battery collection service will provide a new enhancement to residents residing in a SFD Service Unit allowing them to easily and safely dispose of certain used batteries on their designated collection day;

WHEREAS, the curbside battery collection service will commence on _____, 2026, with a minimum duration of five (5) years, and terminate on June 30, 2036, on the condition that the San José City Council approve this FIRST AMENDMENT; CONTRACTOR will have the option to terminate the battery collection service after five (5) years, upon six (6) months' written notice to the CITY prior to _____, 2031.

WHEREAS, this FIRST AMENDMENT will only take effect if CWS executes an amendment to its agreement with the CITY for Recycle Plus SFD Recycling Collection Services to provide the same curbside battery collection service to SFD Service Units (specifically individual living units in single family dwellings);

WHEREAS, CONTRACTOR will have the option to terminate the battery collection service as set forth above on the condition that CWS also opts to terminate pursuant to the same notice requirements;

WHEREAS, for the purpose of this FIRST AMENDMENT, the definitions contained in the Agreement apply unless otherwise specifically stated herein;

WHEREAS, this FIRST AMENDMENT is considered Not a Project, File No. PP17-003, Agreements and Contracts in accordance with the requirements of the California Environmental Quality Act; and

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, CITY and CONTRACTOR agree to amend the Agreement as follows:

SECTION 1. ARTICLE 1, “DEFINITIONS,” is amended to add the following new Section 1.17.5 to read as follows:

1.17.5 Covered Batteries.

Alkaline AA, AAA, C, D, N, 9V and “coin” or “button” style lithium-ion batteries that are included in the SFD Battery Collection Service.

SECTION 2. ARTICLE 1, “DEFINITIONS,” Section 1.28, is amended to read as follows:

1.28 Hazardous Waste.

Any material that is defined as a hazardous waste under California or United States law or any regulation promulgated pursuant to such law, as such law or regulation may be amended from time to time, but not including materials defined as E-Waste, Used Oil or Used Oil Filers that can be Recycled, or Covered Batteries.

SECTION 3. ARTICLE 1, “DEFINITIONS,” Section 1.44, is amended to read as follows:

1.44 Non-Program Material.

Material generated at the Service Unit which is collected as part of the provision of SFD, MFD and City Facility Recycling Collection Service, SFD Used Oil Collection Service, and SFD Battery Collection Service, and has been approved by the Director for inclusion in the Material Recovery Standard (MRS) set forth in Article 19 of this Agreement. Materials include Post-Processing Commingled Recyclable Material, Used Oil, Used Oil Filters, car batteries, electronic waste, tires, concrete, Yard Trimmings, Compostable Waste, wood, and helium or propane compressed gas tanks or cylinders, and Covered Batteries.

SECTION 4. ARTICLE 1, “DEFINITIONS,” Section 1.54, is amended to read as follows:

1.54 Residential Waste.

Residential Solid Waste, Large Items, Used Oil, Used Oil Filters, and Covered Batteries.

SECTION 5. ARTICLE 1, “DEFINITIONS,” Section 1.61, is amended to read as follows:

1.61 SFD Collection Service.

SFD Solid Waste Collection Service, SFD Recycling Service, SFD Large Item Collection Service, SFD Used Oil Collection Service, and SFD Battery Collection Service.

SECTION 6. ARTICLE 1, “DEFINITIONS,” is amended to add the following new Section 1.61.5 to read as follows:

1.61.5 SFD Battery Collection Service.

The curbside collection from SFD Service Units (specifically individual living units in single family dwellings) within the SFD Service District of Covered Batteries and the appropriate disposition of the Covered Batteries in accordance with the requirements of this Agreement.

SECTION 7. ARTICLE 1, “DEFINITIONS,” Section 1.65, is amended to read as follows:

1.65 SFD Service Unit.

Any Dwelling Unit or Business Service Unit in the SFD Service District utilizing a Garbage Cart, or any combination of Dwelling Units or combination of Business Service Units and Dwelling Units, sharing Garbage Carts, for the accumulation and set out of Residential Solid Waste. For purposes of the SFD Battery Collection Service, collection shall occur at individual living units in single-family dwellings in Service Districts utilizing a Recycling Cart.

SECTION 8. ARTICLE 2, “TERM,” Section 2.1, is amended to read as follows:

2.1 Term.

Subject to Article 22, the term of this Agreement is from July 1, 2021 through June 30, 2036. With respect to the SFD Battery Collection Service only, service will commence on ____, 2026, with a minimum duration of five (5) years, and terminate on June 30, 2036. CONTRACTOR will have the option to terminate the SFD Battery Collection Service after five (5) years, upon six (6) months' written notice to the CITY prior to _____, 2031, and on the condition that CWS also opts to terminate pursuant to the same notice requirements;

SECTION 9. ARTICLE 4, "GENERAL SERVICES," Section 4.2.2, is amended to read as follows:

4.2.2 Exceptions to Exclusive Agreement.

Nothing in this Agreement shall be construed to limit the collection, processing, and disposal of the following material to CONTRACTOR:

- Used Oil Collection
- Material collected from temporary residential clean-outs with Roll-Off or front-load containers
- Recyclable Material transported by the generator (self-hauled waste)
- Large Items
- Donated material for which the material and any services related to the collection, processing, or disposal of the material does not involve financial consideration
- Compostable Waste composted on the real property where it is generated
- Exempt Waste
- Material which is set aside for destruction and recycling for security purposes (secure document shredding)
- Rock, concrete, asphalt and dirt (inert material)
- Construction and demolition debris
- Rubber and tires
- Covered Batteries

Nothing in this Agreement shall be construed as requiring Service Recipients to set out the above material for collection by CONTRACTOR. Service Recipients may dispose of these materials by other appropriate means

including, but not limited to, taking the material to drop-off facilities and donating or selling such items to private or public entities.

SECTION 10. ARTICLE 4, “GENERAL SERVICES,” Section 4.7, is amended to read as follows:

4.7 Ownership of Materials.

Title to material collected under this exclusive agreement shall pass to CONTRACTOR as follows.

- Title to Residential Waste and City Facility Solid Waste shall pass to CONTRACTOR at the time the material is placed in CONTRACTOR’s collection vehicle.
- Title to Recyclable Material shall pass to CONTRACTOR at the time the Recyclable Material is set out for collection.
- Title to Covered Batteries shall pass to CONTRACTOR at the time the Covered Batteries are set out for collection.

SECTION 11. ARTICLE 4, “GENERAL SERVICES,” is amended to add the following new Section 4.10.10 to read as follows:

4.10.10 Covered Batteries.

CONTRACTOR shall keep all Covered Batteries collected from SFD Service Units pursuant to this Agreement segregated from other materials until all CITY-required data has been collected and recorded by CONTRACTOR. Such segregation includes segregation in the collection vehicles, in battery storage containers at the processing facility and all times the Covered Batteries are in CONTRACTOR’s possession.

SECTION 12. ARTICLE 6, “SFD COLLECTION SERVICE,” Section 6.1.1 is amended to read as follows:

6.1.1 Frequency of Service.

CONTRACTOR shall provide all SFD Collection Service except SFD

Large Item Collection Service to each SFD Service Unit in the SFD Service District once every week on a scheduled route basis. CONTRACTOR shall provide collection of Recyclable Material, Used Oil and Used Oil Filters, and Covered Batteries to each SFD Service Unit on the same Work Day as CONTRACTOR provides collection of Residential Solid Waste to that SFD Service Unit. Where the scheduled collection day falls on a holiday, CONTRACTOR shall adjust the route schedule as set forth in this Agreement.

SECTION 13. ARTICLE 6, "SFD COLLECTION SERVICE," Section 6.2.3 heading is amended to read as follows:

6.2.3 Non-Collection of Residential Solid Waste, Recyclable Material, Used Oil, and Covered Batteries.

SECTION 14. ARTICLE 6, "SFD COLLECTION SERVICE," is amended to add the following new Section 6.2.3.4 to read as follows:

6.2.3.4 Non-Collection of Covered Batteries.

CONTRACTOR shall not be required to collect materials setout for SFD Battery Collection if the bag contains items other than Covered Batteries, or if the bag is not sufficiently translucent for CONTRACTOR to inspect its contents. In the event of non-collection, CONTRACTOR shall place the bag on top of the recycling cart and affix a Non-Collection Notice explaining why collection was not made and providing instructions to the Service Recipient on the procedures for setting out Covered Batteries.

SECTION 15. ARTICLE 6, "SFD COLLECTION SERVICE," Section 6.3 heading, is amended to read as follows:

6.3 **Disposition of Residential Solid Waste, Recyclable Material, Used Oil and Covered Batteries.**

SECTION 16. ARTICLE 6, "SFD COLLECTION SERVICE," is amended to add the following new Section 6.3.4 to read as follows:

6.3.4 Covered Batteries

CONTRACTOR shall Recycle the Covered Batteries only with

persons who are authorized by the State of California to Recycle Covered Batteries. CONTRACTOR shall Recycle all such Covered Batteries to the extent feasible, in accordance with applicable state and federal law and at CONTRACTOR's own cost and expense.

SECTION 17. ARTICLE 6, "SFD COLLECTION SERVICES," is amended to add the following new Section 6.8 to read as follows:

6.8 SFD Battery Collection Service.

CONTRACTOR shall provide SFD Battery Collection Service to each SFD Service Unit in the Service Districts once every week in accordance with the following terms and conditions:

6.8.1 Manner of Collection.

CONTRACTOR shall provide SFD Battery Collection Service to all SFD Service Units whose Covered Batteries have been placed by Service Recipients in a clear quart-size plastic bag and placed on top of the SFD Service Unit's Recycling Cart. Each Service Recipient is entitled to place one clear quart-size plastic bag containing only Covered Batteries on top of the SFD Service Unit's Recycling Cart for Battery Collection Service on the same Work Day that curbside SFD Recycling Service is provided to the SFD Service Unit ("Covered Battery setout").

6.8.2 Collection Day.

CONTRACTOR shall provide SFD Battery Collection Service on the same Work Day that SFD Collection Service is provided to the SFD Service Unit.

6.8.3 Duration of Service.

The SFD Battery Collection Service will commence on _____, 2026 ("Commencement Date") and terminate on June 30, 2036. Notwithstanding the foregoing, CONTRACTOR will have the option to terminate the SFD Battery Collection Service after five (5) years from Commencement Date, on the condition that CWS also agrees to termination and at least six (6) months' written notice is given to the CITY prior to _____, 2031.

SECTION 18. ARTICLE 12, "COLLECTION ROUTES," Section 12.3.2, is amended to read as follows:

12.3.2 Audit Information.

The route audits shall include the following information for each collection route:

Collection Route Information

- The name(s), telephone number(s), and signature(s) of the persons performing each route audit;
- Route Type: SFD Collection Service or MFD Collection Service;
- The route number, the date of the audit, and the starting and ending times of collection during the audit;
- A description of the route location, including the names of the streets covered;
- The number of Service Units on the route;
- The number of Service Units participating on the date of the audit and the number and type (Residential Solid Waste, Recyclable Material, Used Oil, Tagged Garbage Bags, and Covered Batteries) of collection;
- The number of over filled Garbage Carts, Recycling Carts, Garbage Bins, and Recycling bins;
- The number of Garbage Carts, Recycling Carts, Garbage Bins, and/or Recycling Bins;
- The tonnage of Residential Solid Waste and Recyclable Material, the volume of Used Oil, the number of Used Oil Filters, and the number of Covered Batteries delivered per vehicle trip and the time of arrival and departure of each vehicle at the Disposal Facility, Compostable Processing Facility, and Materials Recovery Facility;
- The number of collection vehicles used on the route by vehicle type (e.g. rear loader solid waste truck, side-loading solid waste truck), the tare weight of each vehicle, the weight of each vehicle each trip, the capacity of each vehicle by weight and volume, and the number of trips made by each vehicle to

the Disposal Facility, Compostable Waste Processing Facility, and the Materials Recovery Facility.

Service Unit Information.

- Customer Service System Identification Number;
- Service Unit Address;
- Garbage Cart, Recycling Cart, Garbage Bin and/or Recycling Bin size, quantity, serial number, and whether or not the carts or bins need replacement or repair;
- Tagged garbage bag or recyclable material placed beside cart;
- Overflowing and/or contaminated Garbage Cart, Recycling Cart, Garbage Bin and/or Recycling Bin;
- Number of collections per week (for MFD);
- Number of Used Oil Containers, Used Oil Filter Containers, and Number of Covered Batteries collected (for SFD).

SECTION 19. ARTICLE 20, "COMPENSATION," Section 20.6.1 is amended to read as follows:

20.6.1 SFD Rates.

CONTRACTOR shall, subject to compliance with all provisions of this Article, receive an annual adjustment in the following service rates as set forth in the SFD COLLECTION SERVICE and RESIDUE DISPOSAL ADJUSTMENT section of Revised Exhibit 1A of this Agreement:

- SFD Solid Waste Collection Service (1A, line A.1)
- SFD Recycling Service, Collection (1A)
- SFD Used Oil Collection Service, Used Oil and Filters Collection (1A, line A.3.a)
- Subscription On-Premises Collection (1A, line B.1)
- Excess Cart Exchanges (1A, line B.2)
- Large Item Collection (1A, line B.3)
- Tagged Garbage Bag Collection (1A, line B.4)
- Hard to Serve Rate (1A, line B.5)
- SFD Battery Collection Service (1A, line A.3 & Sec. V)

SECTION 20. EXHIBIT 1A, “COMPENSATION,” is amended as set forth in the REVISED EXHIBIT 1A, attached hereto, and incorporated into this FIRST AMENDMENT.

SECTION 21. EXHIBIT 10, “DATA AND REPORTING,” is amended as set forth in the REVISED EXHIBIT 10, attached hereto, and incorporated into this FIRST AMENDMENT.

SECTION 22. EXHIBIT 19, “WORK PLANS,” is amended as set forth in the REVISED EXHIBIT 19, attached hereto, and incorporated into this FIRST AMENDMENT. **GREENTEAM TO PREPARE REVISED EXH. 19, SFD PART.**

SECTION 23. The Recitals set forth above are incorporated by reference into the FIRST AMENDMENT and are made part of the FIRST AMENDMENT.

SECTION 24. This FIRST AMENDMENT is effective at such time as it is fully executed by CITY and CONTRACTOR.

SECTION 25. All terms and conditions of the Agreement not specifically amended by this FIRST AMENDMENT will remain in full force and effect throughout the term of the Agreement. Nothing in this FIRST AMENDMENT alters or extends the Term of the Agreement.

SECTION 26. The headings in this FIRST AMENDMENT are for the convenience of reference only and are not to be considered in any interpretation of this FIRST AMENDMENT.

SECTION 27. This FIRST AMENDMENT has been negotiated by CITY and CONTRACTOR, reviewed by their respective counsel, and CITY and CONTRACTOR have had an opportunity to make such changes as that party wished to make. In the event an ambiguity or a question of intent or interpretation arises, this FIRST AMENDMENT shall be construed as if drafted jointly by each of the Parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this FIRST AMENDMENT.

SECTION 28. Each of the undersigned represents and warrants that he/she is appropriately authorized to execute this FIRST AMENDMENT and to bind the party for whom he/she is signing to the FIRST AMENDMENT. Each of the undersigned further agrees to provide a corporate resolution or other legal

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documentation substantiating the authority to sign on behalf of and bind that entity to this FIRST AMENDMENT.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this FIRST AMENDMENT on the respective dates below each signature.

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

ROSALIA BURGUEÑO TAPIA
Senior Deputy City Attorney

By: _____
Toni J. Taber, MMC
City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

WASTE CONNECTIONS OF CALIFORNIA, INC. dba GREENTeam OF SAN JOSE, a California corporation

[NAME OF WCC ATTORNEY]
[TITLE]

By: _____
[NAME]
[TITLE]

Date: _____

Date: _____

REVISED EXHIBIT 1A

COMPENSATION

CITY shall compensate CONTRACTOR for services performed in accordance with this Agreement at the following rates (effective Fiscal Year 2020-2021). The rates eligible to be adjusted by the RRI, per Article 20, will be adjusted annually by the RRI methodology set forth in Exhibit 2.

I. SFD COLLECTION SERVICES

For SFD Collection Services, CONTRACTOR's compensation shall be as set out in the following table.

SFD COMPENSATION		District B	
A. BASE SERVICE RATES			
1.	SFD Solid Waste Collection Service ⁽¹⁾	\$ 8.39/Service Unit/Mo.	
2.	SFD Recycling Service ⁽²⁾	% Material Not on RRFS List*	Rate (Service Unit/Mo.)
		<20%	\$14.31
		20-21.99%	\$14.31
		22-23.99%	\$14.31
		24-25.99%	\$14.31
		26-27.99% (26% Base Level)	\$14.31
		28.00-29.99%	\$14.31
		30.00-31.99%	\$14.31
		32.00-33.99%	\$15.40
		34.00-35.99%	\$16.49
	>35.99%	\$17.58	
	*Applicable rates based on the percentage of material not on RRFS list (RRFS defined in Section 19.2 found in recycling carts, per studies conducted once every two years.		
3.	SFD Battery Collection Service ⁽³⁾	\$0.49/Service Unit/Mo. (See Section V Below)	
B. ADDITIONAL SERVICE RATES			
1.	Subscription On-Premises Collection of all Base Service Collection Elements ⁽⁴⁾	\$ 37.91/Service Unit/Mo.	
2.	Excess Cart Exchanges ⁽⁵⁾	\$ 71.55/Occurrence	
3.	Large Item Collection (For every 1 to 3 Items)	\$ 28.11/Occurrence	

REVISED EXHIBIT 1A

COMPENSATION

	4.	Tagged Garbage Bag Collection	\$ 1.56/Bag

REVISED EXHIBIT 1A

COMPENSATION

5.	Hard to Serve Rate ⁽⁶⁾	\$TBD/Service Unit/Mo.
C. ANNUAL MRS DEDUCTION RATE ⁽⁷⁾		
1.	First Year	\$0.30/Service Unit/Yr.
2.	Second Consecutive Year	\$0.60/Service Unit/Yr.
3.	Third and Subsequent Consecutive Year	\$0.90/Service Unit/Yr.

D. ANNUAL CUSTOMER SERVICE DEDUCTION RATE ⁽⁸⁾		
1.	First Year	\$0.15/Service Unit/Yr.
2.	Second Consecutive Year	\$0.30/Service Unit/Yr.
3.	Third and Subsequent Consecutive Year	\$0.45/Service Unit/Yr.

Notes:

- (1) For a SFD Service Unit that consists of a combination of Dwelling Units and receives Garbage collection services from shared Garbage carts, CONTRACTOR's compensation for SFD Solid Waste Collection Service is the number of Garbage carts at the SFD Service Unit multiplied by the applicable compensation rate.
- (2) For a SFD Service Unit that consists of a combination of Dwelling Units and receives Garbage collection services from shared Garbage carts, CONTRACTOR's compensation for SFD Recycling Service is the compensation listed regardless of the number of Recycling carts at the SFD Service Unit and compensation for SFD Used Oil Collection Service is the compensation listed regardless of the number of containers.
- (3) Pricing for SFD Battery Collection Service, effective starting Fiscal Year 2026-2027.
- (4) This rate will be added to each of lines A.1, A.2.a, and A.3.a for each Service Unit receiving Subscription On-Premises Collection Services.
- (5) CONTRACTOR acknowledges that it will not be compensated for (1) customer initiated Garbage Cart exchanges between 0.123% and 4.734% of the average number of households in a Fiscal Year, and (2) customer initiated Recycling Cart exchanges between 0.047% and 2.032% of the average number of households in a Fiscal Year. Garbage Cart and Recycling Cart exchanges below or above these ranges shall be compensated by the CITY in the June invoice. Cart exchange counts shall be rounded to the nearest whole number.
- (6) CONTRACTOR shall cooperate with the CITY if it chooses to implement a hard-to-serve rate for existing customers or customers located in new developments. This may include assisting the CITY in the identification of hard-to-serve areas and negotiating in good faith to arrive at a reasonable rate for said units.
- (7) The MRS Deduction Rate will apply when CONTRACTOR fails to meet the annual MRS standard. The application of the MRS Deduction Rate will be calculated in accordance with Section 19.2.6 of this Agreement.

REVISED EXHIBIT 1A

COMPENSATION

- (8) The Customer Service Deduction Rate will apply when CONTRACTOR fails to meet the annual Customer Service standard. The application of the Customer Service Deduction Rate will be calculated in accordance with Section 16.14 of this Agreement.

Garbage Cart exchanges in **District B** will be paid for up to 0.123% and over 4.734% of the average housecounts.

Average housecounts is the sum of the housecounts from the monthly invoices divided by twelve.

Jul Housecounts + Aug housecounts + Sep housecounts... + Jun housecounts

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Example: total exchanges = 2,400 average housecount = 48,800

Exchanges will be paid for, **up to** 0.123% of 48,800 = .00123 x 48800 = 60 exchanges

Exchanges will be paid for, **over** 4.734% of 48,800 = .04734 x 48800 = 2310 exchanges

Pay **up to** 60 exchanges pay 60

Pay **over** 2310 → total exchanges (2400)- 2310 = 90 +90

Total paid = **150 exchanges**

Payment = 150 exchanges x \$71.55/exchange = **\$10,732.50**

Recycling Cart exchanges in **District B** will be paid for up to 0.047% and over 2.032% of the average housecounts.

Average housecounts is the sum of the housecounts from the monthly invoices divided by twelve.

Jul Housecounts + Aug housecounts + Sep housecounts... + Jun housecounts

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Example: total exchanges = 950 average housecount = 48,800

Exchanges will be paid for, **up to** 0.047% of 48,800 = .00047 x 48800 = 23 exchanges

Exchanges will be paid for, **over** 2.032% of 48,800 = .02032 x 48800 = 992 exchanges

Pay **up to** 23 exchanges pay 23

Pay **over** 992 → total exchanges (950) - 992 = -42 + 0 none over

Total paid = **23 exchanges**

Payment = 23 exchanges x \$71.55/exchange = **\$1,645.64**

REVISED EXHIBIT 1A

COMPENSATION

II. MFD COLLECTION SERVICES

PART A. MFD MONTHLY SOLID WASTE COLLECTION SERVICE RATES

CONTRACTOR's monthly compensation for MFD Solid Waste Collection Service shall be based on the size of the Garbage Bin and the number of collections per week. Where the Garbage Bin is provided by the MFD Service Unit, payment shall not include the rental component.

1. **Garbage Bin Schedule:** CONTRACTOR's monthly compensation for MFD Solid Waste Collection Service shall be as set forth in the following table, as adjusted by RRI

BIN SIZE	SERVICE	1XWEEK	2X WEEK	3XWEEK	4X WEEK	5X WEEK
1 cu yd	Collection	\$36.64	\$60.96	\$85.27	\$109.54	\$133.90
	Bin Rental	\$9.23	\$9.23	\$9.23	\$9.23	\$9.23
1.5 cu yd	Collection	\$39.25	\$64.89	\$90.48	\$116.23	\$141.88
	Bin Rental	\$10.27	\$10.27	\$10.27	\$10.27	\$10.27
2 cu yd	Collection	\$41.84	\$68.86	\$95.85	\$122.86	\$149.86
	Bin Rental	\$10.82	\$10.82	\$10.82	\$10.82	\$10.82
3 cu yd	Collection	\$47.04	\$76.74	\$106.44	\$136.15	\$165.84
	Bin Rental	\$11.82	\$11.82	\$11.82	\$11.82	\$11.82
4 cu yd	Collection	\$52.24	\$84.67	\$117.02	\$149.46	\$181.88
	Bin Rental	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59
6 cu yd	Collection	\$62.57	\$100.47	\$138.22	\$176.03	\$213.89
	Bin Rental	\$17.57	\$17.57	\$17.57	\$17.57	\$17.57
8 cu yd	Collection	\$73.00	\$116.23	\$159.44	\$202.62	\$245.84
	Bin Rental	\$21.29	\$21.29	\$21.29	\$21.29	\$21.29

Combined rate (for reference, showing Garbage Bin schedule above with Collection and Bin Rental added together. This schedule is not used for RRI calculations)

BIN SIZE	1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK
1 cu yd	\$45.87	\$70.19	\$94.50	\$118.77	\$143.13
1.5 cu yd	\$49.52	\$75.16	\$100.75	\$126.50	\$152.15
2 cu yd	\$52.66	\$79.68	\$106.67	\$133.68	\$160.68
3 cu yd	\$58.86	\$88.56	\$118.26	\$147.97	\$177.66
4 cu yd	\$65.83	\$98.26	\$130.61	\$163.05	\$195.47
6 cu yd	\$80.14	\$118.04	\$155.79	\$193.60	\$231.46
8 cu yd	\$94.29	\$137.52	\$180.73	\$223.91	\$267.13

REVISED EXHIBIT 1A

COMPENSATION

2. **Solid Waste Roll-Off Compactor Schedule:** CONTRACTOR's compensation for regularly-scheduled collection of Residential Solid Waste in Roll-Off Compactors shall be a per-cubic yard price based on the collection frequency where the number of cubic yards is the volume capacity of the Roll-Off Compactor. CONTRACTOR's monthly compensation for Roll-Off Compactor collection of Residential Solid Waste shall be as set forth in the following table.

Price Per Cubic Yard	1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK	Extra Collection
		\$59.02	\$98.14	\$163.08	\$270.96	\$450.14

PART B. MFD MONTHLY RECYCLING SERVICE RATES

CONTRACTOR's monthly compensation for MFD Recycling Service shall be based on the size of the Recycling Bin or Recycling Cart and the number of collections per week. Where the Recycling Bin is provided by the MFD Service Unit, payment shall not include the rental component.

1. **Recycling Schedule:** CONTRACTOR's monthly compensation for MFD Recycling Service shall be as set forth in the following table, as adjusted by RRI.

SIZE	SERVICE	1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK
96 Gallon Cart	Collection	\$42.76	\$71.11	\$99.45	\$127.80	\$156.19
1 cu yd	Collection	\$62.06	\$103.21	\$144.31	\$185.44	\$226.58
	Bin Rental	\$9.23	\$9.23	\$9.23	\$9.23	\$9.23
1.5cuyd	Collection	\$66.44	\$109.88	\$153.18	\$196.69	\$240.11
	Bin Rental	\$10.27	\$10.27	\$10.27	\$10.27	\$10.27
2 cu yd	Collection	\$70.88	\$116.55	\$162.25	\$207.96	\$253.63
	Bin Rental	\$10.82	\$10.82	\$10.82	\$10.82	\$10.82
3 cu yd	Collection	\$79.68	\$129.91	\$180.18	\$230.41	\$280.70
	Bin Rental	\$11.82	\$11.82	\$11.82	\$11.82	\$11.82
4 cu yd	Collection	\$88.45	\$143.23	\$198.10	\$252.92	\$307.74
	Bin Rental	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59
6 cu yd	Collection	\$105.99	\$169.98	\$233.93	\$297.90	\$361.89
	Rental	\$17.57	\$17.57	\$17.57	\$17.57	\$17.57
8 cu yd	Collection	\$123.58	\$196.69	\$269.78	\$342.87	\$415.99
	Rental	\$21.29	\$21.29	\$21.29	\$21.29	\$21.29

Beginning July 1, 2021, the maximum monthly compensation for the combined total of recycling bins and recycling carts for MFD Recycling Service following the table above shall not exceed the amount set forth in the following table (shown in 2020-2021 dollars).

REVISED EXHIBIT 1A

COMPENSATION

Time Period	Maximum Compensation
Monthly	\$ 779,165 ⁽¹⁾

(1) Beginning July 1, 2021, this amount shall be adjusted by both an annual growth rate of 1.61% and the RRI index that is effective for each Fiscal Year.

Combined rate (for reference, showing Recycling Schedule above with Collection and Bin Rental added together. This schedule is not used for RRI calculations)

SIZE	1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK
96 Gallon Cart	\$42.76	\$71.11	\$99.45	\$127.80	\$156.19
1 cu yd	\$71.29	\$112.44	\$153.54	\$194.67	\$235.81
1.5 cu yd	\$76.71	\$120.15	\$163.45	\$206.96	\$250.38
2 cu yd	\$81.70	\$127.37	\$173.07	\$218.78	\$264.45
3 cu yd	\$91.50	\$141.73	\$192.00	\$242.23	\$292.52
4 cu yd	\$102.04	\$156.82	\$211.69	\$266.51	\$321.33
6 cu yd	\$123.56	\$187.55	\$251.50	\$315.47	\$379.46
8 cu yd	\$144.87	\$217.98	\$291.07	\$364.16	\$437.28

- 2. Recycling Roll-Off Compactor Schedule:** CONTRACTOR's compensation for regularly scheduled collection of Recyclable Materials in Roll-Off Compactors shall be a per-cubic yard price based on the collection frequency where the number of cubic yards is the volume capacity of the Roll-Off Compactor. CONTRACTOR's monthly compensation for Roll-Off Compactor collection of Recyclable Materials shall be as set forth in the following table.

1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK	Extra Collection
\$91.57	\$152.19	\$212.75	\$273.39	\$334.00	\$21.15

- 3. MFD Recycling Collected, Deduction Rate:** CONTRACTOR's payment deduction for not achieving annual MFD Recycling Collected Rate. The deduction rate will be adjusted annually, and reconciled every four years, starting with compensation rates effective July 1, 2021, with the then-current MFD Solid Waste processing and disposal costs to the CITY.

REVISED EXHIBIT 1A

COMPENSATION

Deduction Rate (per ton)	\$125.00
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PART C. MFD COLLECTION CONTAINER PUSH RATES

CONTRACTOR's monthly compensation for dismount, moving MFD collection containers into position for collection, and returning the container to its original storage position ("push rates") shall be based on the distance each container is moved for collection and the frequency of collection.

PUSH DISTANCE	1X WEEK	2X WEEK	3X WEEK	4X WEEK	5X WEEK
0-25 feet	\$7.87	\$15.91	\$23.86	\$31.93	\$39.93
26-50 feet	\$15.91	\$31.93	\$47.89	\$63.91	\$79.95
51-75 feet	\$23.86	\$47.89	\$71.91	\$95.94	\$119.99
76-100 feet	\$31.93	\$63.91	\$95.94	\$127.95	\$159.99
101+ feet	\$39.93	\$79.95	\$119.99	\$159.99	\$200.00

REVISED EXHIBIT 1A

COMPENSATION

PART D. MFD EXTRA ON-CALL COLLECTION SERVICE RATES

CONTRACTOR's compensation for extra on-call collection of garbage, recycling, and contaminated recycling shall be based on the size of the bin or cart as set forth in the following "Extra On-Call Pick Up" table. Where the driver must dismount and push the bin in order to perform collection service, push charges for the extra collection shall be based on the distance the driver must push the bin as set forth in the following "Extra Push Rate" table.

Extra On-Call Pick-Up

Bin Size	Rate
96 gallon cart	\$21.05
1 cu vd	\$21.05
1.5 cu yd	\$21.67
2 cu yd	\$22.37
3 cu yd	\$23.57
4 cu yd	\$24.78
6 cu vd	\$27.30
8 cu yd	\$29.82

Extra Push Rate

Push Distance	Rate
0-25 feet	\$3.89
26-50 feet	\$7.88
51-75 feet	\$11.87
76-100 feet	\$15.91
101+ feet	\$19.90

PART E. MFD LARGE ITEM COLLECTION RATES ⁽¹⁾

CONTRACTOR's compensation for MFD Large Item Collection Service shall be:

Each Set-Out of up to Three Items	\$58.39/Collection
Each Additional Single Item	\$19.19/Collection
Roll-off Service	
20 Cu. Yd. Container	\$353.11/Roll-Off Container/Pull
30 Cu. Yd. Container	\$416.52/Roll-off Container/Pull
40 Cu. Yd. Container	\$555.39/Roll-off Container/Pull

⁽¹⁾ CITY shall not compensate CONTRACTOR for Large Item Collection services when CONTRACTOR is providing billing services for Large Item Collection.

REVISED EXHIBIT 1A

COMPENSATION

PART F. CONTAINER HANDLING FEES

CONTRACTOR's compensation for cleaning containers, exchanging containers, and providing lock mechanisms on containers shall be:

1.	Cleaning in Excess of Once per Year	\$63.91/Occurrence
2.	Exchange in Excess of Once per Year	
	a. Carts	\$60.57/Occurrence
	b. Bins	\$95.94/Occurrence
3.	Lock Charge	\$6.28/Bin/Month

Special Services: For MFD special services (welding or retrofit) CONTRACTOR may directly charge the Property Manager for the work performed at the then-current rate for "Special Service, Welding or Retrofit, per hour" in City Council's most current resolution for Residential Garbage and Recycling service rates (\$95.66 per hour for Fiscal Year 2020-2021), unless otherwise directed by the CITY. This rate will be adjusted according to the adjustments to MFD customer rates, not by the RRI methodology set forth in Exhibit 2. CONTRACTOR will submit reports of these charges as reasonably requested by the CITY.

IV. EMERGENCY RATE

CITY shall compensate CONTRACTOR for services performed in accordance with this Agreement at the following rates.

Labor Position and Equipment Type	Hourly Rate
Front Loader truck and driver	\$223.25
Roll-Off truck and driver	\$223.25
Side-Loader truck and driver	\$223.25
Bin delivery/Boom truck and driver	\$181.01
Pickup/utility truck and driver	\$162.92
Helper to work on any of the above trucks	\$138.75

V. SFD BATTERY COLLECTION SERVICE RATES

CITY will pay CONTRACTOR a one-time, up-front payment of \$250,000.00 for SFD Battery Collection Service program start-up costs. Payment shall be made within thirty (30) days after the FIRST AMENDMENT to the Agreement is fully executed. SFD Battery Collection Service will begin with a compensation of \$0.49 per household per month. From _____, 2026 through _____, 2031, CITY will pay CONTRACTOR a minimum of \$0.49 per household per month. If the Annual Average Weekly Participation Rate exceeds 5%, compensation will be increased, as follows:

Annual Average Weekly Participation	Battery Collection Fee	Battery Disposal Surcharge	Total Compensation per Household per month
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Rate⁽¹⁾			
5.01% to 6.00%	\$0.40	\$0.15	\$0.55
6.01% to 7.00%	\$0.47	\$0.15	\$0.62
7.01% to 8.00%	\$0.54	\$0.15	\$0.69
8.01% to 9.00%	\$0.60	\$0.15	\$0.75
9.01% to 10.00%	\$0.67	\$0.15	\$0.82

(1) For Annual Average Weekly Participation Rates higher than 10%, the formula to calculate the Battery Collection Fee is $\$1.55 \times \text{Annual Average Weekly Participation Rate Rounded Up to the Nearest Whole Number} \times 52 \div 12$.

Starting _____, 2031, compensation will be determined as follows:

Annual Average Weekly Participation Rate⁽¹⁾	Battery Collection Fee	Battery Disposal Surcharge	Total Compensation per Household per month
0.00% to 1.00%	\$0.07	\$0.15	\$0.22
1.01% to 2.00%	\$0.13	\$0.15	\$0.28
2.01% to 3.00%	\$0.20	\$0.15	\$0.35
3.01% to 4.00%	\$0.27	\$0.15	\$0.42
4.01% to 5.00%	\$0.34	\$0.15	\$0.49
5.01% to 6.00%	\$0.40	\$0.15	\$0.55
6.01% to 7.00%	\$0.47	\$0.15	\$0.62

7.01% to 8.00%	\$0.54	\$0.15	\$0.69
8.01% to 9.00%	\$0.60	\$0.15	\$0.75
9.01% to 10.00%	\$0.67	\$0.15	\$0.82

(1) For Annual Average Weekly Participation Rates higher than 10%, the formula to calculate the Battery Collection Fee is $\$1.55 \times \text{Annual Average Weekly Participation Rate Rounded Up to the Nearest Whole Number} \times 52 \div 12$.

Compensation rates identified above will be adjusted annually based on the Refuse Rate Index, which is calculated in the manner set forth in the Agreement.

CONTRACTOR will calculate the Quarterly Average Weekly Participation Rate by the following formula: Quarterly Average Weekly Participation Rate = Number of Covered Battery setouts Collected During the Quarter / (Number of Single Family Dwellings in CONTRACTOR's Collection District x Number of Weeks in the Quarter). CONTRACTOR will track and provide actual numbers on a quarterly basis of stops it makes to collect batteries. For example, in Q1 of Fiscal Year 26-27, if CONTRACTOR collected 35,000 Covered Battery setouts, and there were 54,000 Single family dwellings in CONTRACTOR's Collection Districts and 13.2 weeks in the quarter, the Quarterly Average Weekly Participation Rate would be $35,000 \div (54,000 \times 13.2) = 4.91\%$.

At CITY's sole option, it may audit CONTRACTOR's Participation Rates by exercising the following: (1) ride along on CONTRACTOR's trucks for a period of time to observe the counting of the number of stops, and/or (2) conduct a statistically significant study of a representative sampling of the neighborhoods served by CONTRACTOR. If the Parties are unable to agree on the Participation Rates, the Parties will meet to discuss and attempt to reach a mutually acceptable resolution. If one cannot be reached, the Parties will retain a JAMS or AAA arbitrator for three (3) hours to resolve the limited issue of the appropriate calculation of Participation Rates based on a five (5)page maximum written submission by each Party.

Compensation will be determined annually in January for the following fiscal year, which begins on July 1 of each year. The Annual Average Weekly Participation Rate will be calculated by taking the average of the four most recent Quarterly Average Weekly Participation Rates. For fiscal year 2027-2028, compensation will be calculated by taking the average of the Quarterly Average Weekly Participation Rates available as of January 2027.

**REVISED EXHIBIT 10
DATA AND REPORTING**

Contractor shall provide the following data in the format approved or provided for by the City Representative.

I. DAILY COLLECTION DATA

CONTRACTOR shall compile data on a daily basis and report the following information monthly by electronic format within ten (10) calendar days of the end of each month following the month in which the service was completed.

A. LOAD DATA FOR SOLID WASTE, RECYCLING AND USED OIL COLLECTION SERVICES

For Residential Solid Waste, Recyclable Materials, and Used Oil and Used Oil Filters, CONTRACTOR shall provide data for each load collected and delivered to the Disposal Facility, Materials Recovery Facility or Compostable Waste Processing Facility. Data shall include, at a minimum, the following information:

1. Name of Disposal Facility, Materials Recovery Facility or Compostable Waste Processing Facility receiving load
2. Weight tag number (unique, non-repeating number)
3. Date of collection
4. Day of week collected
5. Date delivered to Disposal Facility, Materials Recovery Facility or Compostable Waste Processing Facility
6. Time of arrival at facility
7. Truck number
8. Net weight of load (in tons) by type (Solid Waste, Recyclable Materials)
9. Route number(s)
10. District(s) serviced
11. Service Type (SFD, MFD)
12. Number of Tagged Garbage Bags collected
13. Number of Used Oil Containers collected
14. Number of Used Oil Filter Containers collected

**REVISED EXHIBIT 10
DATA AND REPORTING**

B. LOAD DATA FOR LARGE ITEM COLLECTION SERVICES

For Large Item Collection Service, CONTRACTOR shall provide data for each load collected and delivered to the Disposal Facility, Material Recovery Facility, or Compostable Waste Processing Facility. Data shall include, at a minimum, the following information:

1. Name of Disposal Facility, Materials Recovery Facility, or Compostable Waste Processing Facility receiving load
2. Weight tag number (unique, non-repeating number)
3. Date of collection
4. Day of week collected
5. Date delivered to Disposal Facility, Materials Recovery Facility, or Compostable Waste Processing Facility
6. Time of arrival at facility
7. Truck number
8. Net weight of load (in tons)
9. District(s) serviced
10. Service Type (SFD or MFD)
11. Number of scheduled set-outs collected (in billable units, up to 3 Large Items per set-out)
12. Number of unscheduled set-outs collected (in billable units, up to 3 Large Items per set-out)
13. Number of items collected (by type: white goods-CFC, white goods-other, brown goods, mattresses, furniture, upholstered furniture, E-Waste, other)

C. NON-COLLECTION NOTICE DATA

In addition to any other report obligation under this Agreement, CONTRACTOR shall provide data for each Non-Collection Notice issued. Data shall include, at a minimum, the following information:

1. NCN number (unique, non-repeating number)
2. Date issued
3. Day of the week issued

**REVISED EXHIBIT 10
DATA AND REPORTING**

4. Route number
5. Recipient address
6. Service District
7. Reason for non-collection (codes and definitions of codes to be provided by CITY)

D. MISSED COLLECTIONS

CONTRACTOR shall provide data for all reported and non-reported missed pick-ups for each service type (garbage, recycling large item). Missed pick-ups of oil jugs and/or filters and missed pick-ups of Covered Batteries shall be counted as a recycling missed pick-up. Data shall include, at minimum, the following information:

1. Address of each missed collection. If half-street or whole street missed collection, contractor shall provide a starting and ending range of addresses for each street missed
2. Date of each missed collection
3. Date collection was completed
4. Quantity of missed collections (per address or address range)
5. Overall missed collection rate per month
 - a. Ex: July, SFD Garbage: 216 missed collections/216,000 monthly service opportunities= 0.10% missed collection rate (MCR)

E. TARGETED CLEAN-UP SERVICES DATA

Contractor shall provide data for each Targeted Clean-Up event. Data shall include, at a minimum, the following information:

1. Date of event
2. Day of week of the event
3. San Jose City Council district
4. Number of Covered Electronic Waste collected
5. For each Roll-Off Container delivered to the event:
 - i. Size of the container

**REVISED EXHIBIT 10
DATA AND REPORTING**

- ii. Container number
 - iii. Type of material collected in the container
 - iv. Where the loaded container was delivered (Disposal Facility, MRF, other Recycler)
 - v. Date the loaded container was delivered
 - vi. Time the loaded container was picked up
 - vii. Time of arrival at facility
 - viii. Net weight of load (in tons)
6. For collection that use a vehicle or container other than a Roll-Off Container:
- i. Type of collection mechanism
 - ii. Type of material collected
 - iii. Where the collected material was delivered (Disposal Facility, MRF, other Recycler)
 - iv. Date the loaded container was delivered
 - v. Time the loaded container was picked up
 - vi. Time of arrival at facility
 - vii. Net weight of load (in tons)

F. COURTESY NOTICE DATA

CONTRACTOR shall provide data for each Courtesy Notice issued. Data must include, at a minimum, the following information:

- 1. Date issued
- 2. Total number of notices issued

G. CITY FACILITY COLLECTION DATA

CONTRACTOR shall submit a City Facility Solid Waste and Recyclable Material report on a monthly basis to the City Representative in a printed and electronic form approved by the City Representative. Data shall include, at a minimum the following information:

**REVISED EXHIBIT 10
DATA AND REPORTING**

1. Name of Disposal Facility, Materials Recovery Facility or Compostable Waste Processing Facility receiving load
2. Weight tag number (unique, non-repeating number)
3. Date of collection
4. Day of week collected
5. Date delivered to Disposal Facility, Materials Recovery Facility or Compostable Waste Processing Facility
6. Time of arrival at facility
7. Truck number
8. Net weight of load (in tons) by type (Solid Waste, Recyclable Materials)
9. Volume of City Facility Solid Waste collected, in cubic yards and tons
10. Volume of City Facility Recyclable Material collected, in cubic yards and tons
11. Number of containers collected
12. Number of collection days per month

H. CROSS JURISDICTIONAL VEHICLE USE DATA

In the event that Recycle Plus vehicles are providing services outside of San Jose or for non-Recycle Plus program activities, or if non-Recycle Plus program vehicles are used inside San Jose for Recycle Plus program activities, Contractor shall report vehicle origin, vehicle number, jurisdiction used, and date of use.

I. SFD BATTERY COLLECTION SERVICE

CONTRACTOR shall provide data for each Covered Battery setout it collects from SFD Service Units in the Service District. Data shall include, at minimum, the following information:

1. The date each Covered Battery setout was collected
2. The route from which each Covered Battery set was collected

**REVISED EXHIBIT 10
DATA AND REPORTING**

II. PROCESSING DATA

CONTRACTOR shall report monthly in a spreadsheet format (.xis or .xlsx) within ten (10) calendar days of the end of each month following the month in which the service was provided, all data described in Articles 6, 7, 8, 9, and 10 of this Agreement, including the following:

**REVISED EXHIBIT 10
DATA AND REPORTING**

A. RECYCLING, USED OIL, AND USED OIL FILTER PROCESSING

CONTRACTOR shall provide processing data for Recyclable Materials and Used Oil and Used Oil Filters. Data shall include, at minimum, the following information:

- i. Tons of Recyclable Materials processed (by commodity)
- ii. Tons of Residue that is delivered to the Disposal Facility
- iii. Name of the Disposal Facility receiving load
- iv. CONTRACTOR weight tag number (unique, non-repeating number)
- v. Disposal Facility weight tag number (unique, non-repeating number)
- vi. Date delivered to Disposal Facility
- vii. Time of arrival at facility
- viii. Truck number
- ix. Net weight of load (in tons)
- x. Material type (San Jose residential recycling Residue)
- xi. Gallons of Used Oil processed
- xii. Tons of Used Oil Filters processed
- xiii. Gallons of Used Oil and number of Used Oil Filters that could not be Recycled and were disposed

Material sales information:

- i. type of material
- ii. tons shipped
- iii. average price per ton
- iv. invoice number
- v. weight tag number
- vi. average freight cost
- vii. number of bales
- viii. total revenue

Processing Equipment Breakdown Report (for significant events)

- i. date of breakdown
- ii. type of equipment
- iii. duration of breakdown

**REVISED EXHIBIT 10
DATA AND REPORTING**

- iv. reason for breakdown
- v. impacts, if any, to processing operations
- vi. mitigation measures taken to avoid similar breakdowns

Rejected Loads Report

- i. date
- ii. time
- iii. route number (if known)
- iv. estimated percentage of load rejected
- v. tons rejected
- vi. final disposition of material

B. LARGE ITEM PROCESSING

CONTRACTOR shall provide work order data for Large Items. Data shall include, at a minimum, the following information:

- 1. Number of items received by type (CFC white goods, other white goods, brown goods, mattresses, furniture, upholstered furniture, E-Waste, other)
- 2. Tons received by type
- 3. Material reused (tons and type)
- 4. Material recycled
- 5. Tons disposed

C. TARGETED CLEAN-UP PROCESSING

CONTRACTOR shall provide data for processing for Targeted Clean-Up Services. Data shall include, at a minimum, the following information:

- 1. Tons of materials reused
- 2. Tons of materials Recycled
- 3. Tons of materials disposed

**REVISED EXHIBIT 10
DATA AND REPORTING**

D. MFD RESIDENTIAL SOLID WASTE PROCESSING

CONTRACTOR shall provide data for processing of Residential Solid Waste from MFD Service Units ("MFD RSW"). This data shall be reported on a monthly basis. Data shall include, at a minimum, the tons of MFD RSW delivered to the Compostable Waste Processing Facility.

III. CUSTOMER SERVICE PERFORMANCE

CONTRACTOR shall submit detailed performance data of customer service activity for all incoming calls to haulers customer service center per Work Day and shall include a monthly summary of all calls received with at minimum the following data:

1. Total calls received
2. Total customer service representatives available
3. Number of calls on hold for 10.0 minutes or more (cumulative hold time for call)
4. Calls abandoned after 10 minutes or more on hold
5. In call hold abandon rate (% of calls received)
6. Average delay time (first ring until customer speaks to a Customer Service Representative in mm:ss format)

IV. DATA RECONCILIATION

CONTRACTOR shall compare the CITY's Service Unit data with the CONTRACTOR's Service Unit data and resolve all discrepancies within thirty (30) calendar days. Reconciliations shall be completed annually by March 15 of each year. CONTRACTOR shall notify CITY ten (10) Work Days prior to commencing the data reconciliation, by requesting Service Unit data from the CITY's Customer Service System. The CITY shall provide data within ten (10) Work Days of the request. If a large number of discrepancies are discovered during the data comparison, the CITY may defer resolution of discrepancies until the next annual route audit. CONTRACTOR may choose to replace their Service Unit data with CITY Service Unit data instead of conducting a data comparison. CONTRACTOR shall replace their data with CITY provided data within five (5) Work Days of data receipt, and notify CITY when complete.

**REVISED EXHIBIT 10
DATA AND REPORTING**

V. QUARTERLY AND ANNUAL REPORT REQUIREMENTS

A. Quarterly Reports

CONTRACTOR shall submit Quarterly Reports within thirty (30) days of the end of the previous calendar quarter. The Quarterly Report shall follow the "Report Outline for Quarterly and Annual Reports" format as described in Section E below, focusing on analysis and narrative of quarterly activity, with trend comparisons to previous quarter and same quarter of previous year, if applicable. CONTRACTOR shall submit separate reports for SFD and MFD services.

B. Annual Reports

Contractor shall submit Annual Reports on or before February 15th for the previous calendar year. The final report covering the last six months of service under this Agreement shall be submitted by August 15th following the end of service. Annual Reports shall follow the "Report Outline for Quarterly and Annual Reports" format as described in Section E below, with analysis and narrative to cover the reporting year activity. CONTRACTOR shall submit separate reports for SFD and MFD services.

C. On-Request Reports

1. Strike Contingency

If CONTRACTOR'S employees are represented by a collective bargaining unit, CONTRACTOR shall detail how normal operations will be maintained if a labor strike should occur. The Strike Contingency Plan shall include, but not be limited to, the steps to be taken to have replacement labor to maintain operations, to maintain facility security, to protect non-union personnel and the public, and a point of contact or spokesperson for media relations.

2. Additional Customer and Operation Information

From time to time, CITY may request additional information in order to evaluate a potential redesign of the Recycle Plus Program services including, but not limited to the following:

- Existing Routes by Service Type
 - Number of routes per day;
 - Types of vehicles;

**REVISED EXHIBIT 10
DATA AND REPORTING**

- *Time on route(s) (collection, transport, and downtime);*
 - Crew size per route;
 - Number of full time equivalent (FTE) routes; and
 - Number of accounts per route.
- b. Personnel
- Organizational chart;
 - Job classifications and number of employees (e.g. administrative, customer service representatives, drivers, supervisors, educational staff);
 - Wages by job classification;
 - Number of full time equivalents (FTE) positions for each job classification; and
 - Estimated number of hours per job classification per year.
- c. Productivity Statistics
- Number of Service Units per day per route;
 - Representative number of setouts per day per route of actual data or based on annual route audit; and
 - Average tons per day per route.
- d. Large Item/E-Waste
- Tonnage by Large Item and E-Waste service;
 - Number of Large Item pick-ups and E-Waste pick-ups during each month of the most recent 12-month period;
 - Disposal tonnage;
 - Diversion tonnage, listed by vendor or Processing site;
 - Number of stops serviced by a third party re-use vendor;

**REVISED EXHIBIT 10
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- List of re-use vendors collecting reusable items; and
 - Number and type of vehicles used to perform the collections, average route hours per week; number of personnel and average labor hours per week during a one-month period.
- e. *Recyclable Material Processing*
- *Tons of Recyclable Materials processed (by commodity)*
- f. *Other Information*
- *Other reports and data related to Recycle Plus services as reasonably requested.*

D. Report Outline for Quarterly and Annual Reports

The following provides an outline of the Quarterly and Annual Report requirements. The purpose of the reports is to provide an analysis of activities and significant events, including service delivery, CONTRACTOR performance, waste stream analysis, commodity prices, and community outreach and relations.

**REVISED EXHIBIT 10
DATA AND REPORTING**

REPORT OUTLINE

SECTION I - DATA

A. COLLECTED TONNAGE

This section shall include analysis of tons of Residential Solid Waste and Recyclable Materials collected and apparent trends and causes for any tonnage changes.

B. RESIDUE TONNAGE DISPOSED

This section shall include analysis of Residue levels at the MRF, and apparent trends and causes for any tonnage changes.

C. RECYCLABLE TONNAGE COLLECTED AND SOLD

This section shall focus on detailed analysis of the Recyclable Materials collected and sold (by major commodity), diversion, apparent trends and causes, and any challenges in the marketing of material.

D. COMMODITY PRICES AND REVENUE

This section shall focus on detailed analysis of the recyclable markets and sales activity, apparent trends and causes. Include details on changes to freight and overall outlook as reasonably requested.

E. LARGE ITEM COLLECTION

This section shall focus on detailed analysis of the Large Item collection program, diversion, and apparent trends and causes. This may be omitted upon sunset of the program. Additional analysis shall be provided on the following specific program aspects:

- Number of items collected by type (white goods-CFC, white goods-other, brown goods, mattresses, furniture, upholstered furniture, E-Waste, other) and by month separated by SFD and MFD service
- Tons collected
- Tons material reused
- Tons material Recycled
- Tons disposed

**REVISED EXHIBIT 10
DATA AND REPORTING**

F. USED OIL AND USED OIL FILTER COLLECTION

The section shall include analysis of amounts of Used Oil and Used Oil Filters collected and apparent trends and causes for any significant changes.

G. TARGETED CLEAN-UP SERVICES

This section shall focus on detailed analysis of targeted clean-up services, apparent trends and causes for any significant changes. Additional analysis shall be provided on the following specific program aspects:

- Tons material reused
- Tons material Recycled
- Tons disposed

H. RESIDENTIAL SOLID WASTE PROGRAM

This section shall focus on detailed analysis of the MFD Residential Solid Waste Program including apparent trends and causes for any significant changes to the collection, transfer or processing of the material.

I. NON-COLLECTION AND COURTESY NOTICES

This section shall focus on detailed analysis of Non-Collection and Courtesy Notice activity, by the dates issued, and apparent trends and causes for any significant changes.

J. MISSED COLLECTIONS

This section shall focus on detailed analysis of the number of missed collections, apparent trends and causes and possible remedies.

K. CART & BIN ACTIVITY

This section shall focus on detailed analysis of Garbage Cart, Recycling Cart, Garbage Bin, and Recycling Bin activity, apparent trends and causes for any significant changes; and approximate quantities, by size, of CONTRACTOR's inventory of Garbage and Recycling Carts and Bins available for deliveries, repairs and exchanges.

L. CUSTOMER CALLS

This section shall focus on detailed analysis of customer service activity, apparent trends, major issues and causes. Additional analysis shall be provided on specific service requests and complaint calls and shall include a summary of all calls received. To the extent possible, specific details on Customer Service Representative performance, training, and hiring shall be

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provided. CONTRACTOR shall include any trends in call center performance and actions taken to correct deficiencies.

M. SFD BATTERY COLLECTION

This section shall state the number of Covered Battery setouts collected during the reporting period. For quarterly reports, CONTRACTOR shall calculate and report the Quarterly Average Weekly Participation Rate per Revised Exhibit 1A, Section V.

SECTION II - ROUTE AUDITS

In this section, CONTRACTOR shall include summaries and findings of the route audits conducted during the quarter. This section shall include all of the route audit information required in Section 12.3 of this Agreement.

SECTION III - VEHICLE INFORMATION

- A.** Vehicle Inventory and Compliance Reports
- B.** Vehicle Mileage Report
- C.** Vehicle Maintenance/Preventative Maintenance Activity
- D.** Status of State Inspection Requirements
- E.** Fuel/Energy Vehicle Usage and Performance
 - 1. Monthly Fuel/Energy Usage Reports shall include the following information:**
 - Biodiesel or Natural Gas purchase documentation, including blend information (e.g. B20, B50, etc.)
 - Usage information including gallons, or for Natural Gas, the diesel gallon equivalent (DGE) used,
 - Quantity of vehicles operating on biodiesel or Natural Gas
 - 2. Quarterly Fuel/Energy Reports shall include the following information:**
 - Discussion of Biodiesel or Natural Gas performance; including but not limited to, average fuel economy, issues with power and speed, and

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any unusual noise or fumes. Natural Gas economy should be reported in miles per Diesel Gallons equivalent (DGE).

- Operational issues
- Maintenance issues
- Fuel supply issues

3. In addition to the above, Annual Fuel/Energy Reports shall include:

- Summary of Quarterly Reports
- Emissions ratings
- Purchase and delivery documentation

SECTION IV - SIGNIFICANT EVENTS

This section shall discuss any significant events occurring in the organization.

SECTION V - CALENDAR

- A. Reports Delivered This Quarter
- B. Reports Due Next Quarter

END REPORT OUTLINE