WEST VALLEY
Solid Waste Management Authority

CAMPBELL • LOS GATOS • MONTE SERENO • SARATOGA

REGULAR BOARD MEETING AGENDA

Date: September 3, 2026

Time: 5:00 p.m.

Teleconference/Public Participation Information

Meeting Location

This meeting will be held via teleconference and in person at:

City of Monte Sereno City Hall
18041 Saratoga-Los Gatos Road
Monte Sereno, CA 95030

General Information

For this meeting, members of the public may observe virtually via the meeting link below or physically at the above-mentioned location. For those attending the meeting in person, please refer to the last bullet for instructions on making public comment. For those attending virtually, please refer to the following set of bullets for attendance and instructions for making public comment:

- Submit any written comments via email to the West Valley Solid Waste Management Authority (Authority) at Authority@WestValleyRecycles.com prior to or during the time reserved for public comment. At the Board of Directors (Board) Meeting, Authority staff will share all comments with the Board, and the comments will become part of the public record.

- Observe and address the Board telephonically, at the appropriate time provided at the meeting for public comment, following these instructions:

  Link to join the Virtual Meeting: https://us02web.zoom.us/j/85672731203

  Call in Phone Number: (669) 444-9171

  Meeting ID: 856 7273 1203

- During the meeting, the Chairperson will call for public comment. If you wish to address the Board, please use the "raise hand" feature and the Chairperson will call on you when it is your turn.

  Note: For those joining virtually, Authority staff will need to temporarily promote you to a panelist and unmute you to speak.

- For those physically attending, please hold all comments until the Chairperson calls for public comment. Once the public comment period has opened, please either stand or raise your hand and the Board will call on you to speak and make your comment.

Agenda Items

Call to Order

Pledge of Allegiance

Roll Call

Orders of the Day

Each Board Meeting has a predetermined order of business that is prepared in advance and included here, in the Board Meeting agenda. Each agenda item is preset in a particular order and a particular start time. The Board Chair, or Board Member majority (by vote), may change a Board Meeting's order of business (except for public hearings, which cannot be changed).

Oral Communications from the Public

Written Communications

Public Hearings

None

Presentations and Informational Items

None

New Business

None

Old Business

1. Approve Resolution 2026-02 of the Board of Directors of the West Valley Solid Waste Management Authority Authorizing Execution of Agreements With Approved Construction & Demolition (C&D) Collection Contractors and Terms and Conditions for Certified C&D Facilities by the West Valley Solid Waste Management Authority's Executive Director.

2. Receive a report on the implementation of reuse and hard-to-recycle materials into Waste Connections of California Inc., d/b/a West Valley Collection & Recycling's (WVC&R's) bulky item collection program.

Consent Calendar

3. Receive a report on the Authority's solid waste and customer service programs.

4. Receive a report on recent regulatory and legislative changes.

5. Approve the May 7, 2026 Authority Board Meeting Minutes.

6. Receive the Executive Director's Year-to-Date (YTD) Financial Report through June 30, 2026 for the fiscal year ending June 30, 2026.

7. Receive a report on the CalRecycle 2025 Annual Reports.

Executive Director Report

Future Agenda Items

Board Member Reports

Adjournment

Next Regular Meeting: November 5, 2026

WEST VALLEY
Solid Waste Management Authority
CAMPBELL • LOS GATOS • MONTE SERENO • SARATOGA

Agenda Item No. 1

Meeting Date: September 3, 2026

To: West Valley Solid Waste Management Authority Board

From: Executive Director

Subject: Construction and Demolition (C&D) Program

AGENDA ITEM REPORT

Recommended Action

Approve Resolution 2026-02 of the Board of Directors of the West Valley Solid Waste Management Authority Authorizing Execution of Agreements with Approved Construction & Demolition (C&D) Collection Contractors and Terms and Conditions for Certified C&D Facilities by the West Valley Solid Waste Management Authority's Executive Director.

Discussion

Background

At the November 2, 2023 West Valley Solid Waste Management Authority (Authority) Board of Directors (Board) Meeting, the Board approved a new non-exclusive system for the collection and recycling of C&D materials, which was implemented on March 1, 2024. The system includes an application and evaluation process for approving C&D collection contractors and processing facilities and set terms and conditions for certified mixed processing facilities. There are currently 11 approved collection contractors and eight approved processing facilities.

At the February 5, 2026 Board Meeting, the Board approved the following changes to the non-exclusive system for the collection and processing of C&D materials:

- Removed the third-party verification requirement from the mixed C&D processing facility terms and conditions. Instead, facilities may choose to: (i) voluntarily participate in third-party verification or (ii) self-report diversion percentages. Four out of the eight Authority-approved facilities relied on the City of San Jose's verification program for their eligibility, and the City of San Jose recently ceased operations as a certifying authority for mixed processing facilities. Therefore, removing the third-party verification requirement allows all previously certified facilities within the Authority's non-exclusive system to remain authorized and maximizes overall facility participation. It also reduces the costs and administrative burden associated with mandatory third-party verification while preserving it as a voluntary option.

- Included an annual $2,500 administrative fee in addition to the monthly $25 per-pull administrative fees in the C&D collection agreement template. This additional fee covers the gap in revenue needed to fully cover program administrative costs, ensures revenue stability, and encourages active participation from approved C&D collection contractors.

As such, Authority staff revised the mixed C&D processing facility terms and conditions and the C&D collection agreement template to align with the Board's direction, as further outlined in the Sections below. The current mixed C&D processing facility terms and conditions expired on June 30, 2026 and will be superseded by any subsequently executed mixed C&D processing facility terms and conditions. The current C&D collection agreement terms expire February 28, 2027 and May 4, 2027, provided that the Authority provides 90 days' written notice of termination.

Mixed C&D Processing Facility Terms and Conditions

Authority staff presents the attached mixed C&D processing terms and conditions for the Board's consideration, which includes the following:

- Self-certification provision that allows the facility to self-certify by submitting diversion rate and information to the Authority in accordance with reporting requirements.
- Administrative edits enhancing the clarity of the terms and conditions.

The updated mixed C&D processing terms and conditions maintain the previous CALGreen 65% diversion, facility visit and audit, reporting, operating hours, scale operation, and penalty requirements.

C&D Collection Agreement Template

The current C&D collection agreements allow the Authority to adjust administrative fees annually, effective each July 1, to respond to program needs. After the Board approved the additional annual $2,500 administrative fee, the 11 approved C&D collection contractors received a notice from the Authority on April 13, 2026 regarding the implementation and due date of the new fee. The first annual administrative fee was due July 25, 2026 from all contractors.

Authority staff presents the attached updated C&D collection agreement template for the Board's consideration for execution by the Executive Director, which has been updated to reflect:

- The additional annual $2,500 administrative fee, as previously approved by the Board.
- An initial term of July 1, 2027 to June 30, 2029, which allows the Authority to: (i) ensure all C&D collection agreements commence and terminate on the same date, reducing administration burden; (ii) remove inactive C&D collection contractors from the system; and (iii) reopen the annual enrollment period between February 1 and March 31 of 2027 for any interested C&D collection contractors.
- A revised liquidated damages provision pertaining to the contractor's failure to submit and

maintain required documents for compliance review. This update ensures that (i) the liquidated damages apply to both the failure to submit insurance certificates and/or business tax licenses, and (ii) the liquidated damages amount is applied at fifty dollars ($50) per day instead of three hundred dollars ($300) per event. The new liquidated damages amount establishes a clear and definite daily charge that may be applied until the contractor submits the required documentation.

- Administrative edits that enhance the clarity of the agreement.

Documents Attached

A. Resolution 2026-02 of the Board of Directors of the West Valley Solid Waste Management Authority Authorizing Execution of Agreements with Approved Construction & Demolition Collection Contractors and Terms and Conditions for Certified C&D Facilities by the West Valley Solid Waste Management Authority's Executive Director

Fiscal Impact

None

RESOLUTION NO. 2026-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY AUTHORIZING EXECUTION OF AGREEMENTS WITH APPROVED CONSTRUCTION & DEMOLITION (C&D) COLLECTION CONTRACTORS AND TERMS AND CONDITIONS FOR CERTIFIED C&D FACILITIES BY THE WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY'S EXECUTIVE DIRECTOR

WHEREAS, the Board of Directors of the West Valley Solid Waste Management Authority at the November 2, 2023 regularly scheduled meeting previously authorized the Executive Director to execute the document entitled "NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY AND _____ FOR CONSTRUCTION & DEMOLITION (C&D) DEBRIS COLLECTION SERVICES" (the "Agreement") for each of the applicants that have been selected and approved by the Executive Director consistent with the application process approved by the Board of Directors.

WHEREAS, the Board of Directors of the West Valley Solid Waste Management Authority, at the November 2, 2023 regularly scheduled meeting, authorized the Executive Director to execute the terms and conditions for certified C&D facilities.

WHEREAS, the Executive Director executed the Agreement with each of the nine (9) separate contractors approved by the Executive Director consistent with the application process approved by the Board of Directors on March 1, 2024 and with two (2) additional contractors approved by the Executive Director consistent with the application process approved by the Board of Directors on May 5, 2025.

WHEREAS, the Executive Director executed the terms and conditions for certified C&D facilities with eight (8) separate C&D facilities approved by the Executive Director consistent with the application process approved by the Board of Directors.

WHEREAS, the Board of Directors of the West Valley Solid Waste Management Authority, at the February 5, 2026 regularly scheduled meeting, authorized the addition of an annual two thousand five hundred dollar ($2,500) administrative fee to be included in the Agreement and has made such addition in the document attached to this resolution.

WHEREAS, the Board of Directors of the West Valley Solid Waste Management Authority, at the February 5, 2026 regularly scheduled meeting, authorized removal of the third-party verification requirement from the terms and conditions for certified C&D facilities and has made such addition in the document attached to this resolution.

WHEREAS, the Board of Directors of the West Valley Solid Waste Management Authority, at the September 3, 2026 regularly scheduled meeting, authorized edits to the term, edits to the

liquidated damages, and administrative edits to be included in the Agreement and has made such edits in the document attached to this resolution.

WHEREAS, the Board of Directors of the West Valley Solid Waste Management Authority at the September 3, 2026 regularly scheduled meeting authorized administrative edits to be included in the terms and conditions for certified C&D facilities and has made such edits in the document attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY that the document entitled "NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY AND _____ FOR CONSTRUCTION & DEMOLITION (C&D) DEBRIS COLLECTION SERVICES" is hereby approved to replace the version previously approved by the Board of Directors at the November 2, 2023 regularly scheduled meeting and the Executive Director is hereby authorized to execute the same for each of the applicants that have been selected and approved by the Executive Director consistent with the application process approved by the Board of Directors, not to exceed eleven (11) separate contractors.

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY that the terms and conditions for certified C&D facilities are hereby approved to replace the version previously approved by the Board of Directors at the November 2, 2023 regularly scheduled meeting and the Executive Director is hereby authorized to execute same with the selected C&D facilities.

BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY that the execution of the Agreement to provide for the collection of C&D debris and the execution of the terms and conditions for the C&D facilities are categorically exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15301-Existing Facilities and 15308-Actions By Regulatory Agencies For Protection of the Environment.

This resolution was passed and adopted by the Board of Directors of the West Valley Solid Waste Management Authority at a regularly scheduled Board meeting on September 3, 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Approved: _____
Chuck Page, Chairperson

Attest: _____
Rob Hilton, Executive Director

WEST VALLEY
Solid Waste Management Authority
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CONSTRUCTION & DEMOLITION DEBRIS PROCESSING FACILITY TERMS AND CONDITIONS ACKNOWLEDGEMENT

The facility hereby acknowledges and agrees to the following terms and conditions:

A. Diversion Requirement. As a West Valley Solid Waste Management Authority- ("Authority-") approved mixed construction and demolition ("C&D") debris processing facility, the facility shall operate in a manner that supports compliance with applicable requirements of CALGreen, Authority, and the cities of Campbell, Monte Sereno, and Saratoga; and the Town of Los Gatos (individually "Member Agency") for C&D debris diversion. The facility shall maintain a minimum facility-wide diversion of sixty-five percent (65%) for C&D debris received and processed at the facility. The diversion rate shall be calculated as the total tons of C&D debris diverted through recycling, reuse, salvage, or other Authority-approved recovery activities divided by the total tons of C&D debris received at the facility during the reporting period.

B. Self-Certification. As a condition of Authority approval, the facility shall self-certify its facility-wide diversion rate and submit diversion information to the Authority in accordance with the reporting requirements of this document. The facility shall ensure that all reported diversion data is true, accurate, complete, and supported by sufficient documentation. Submission of diversion reports to the Authority constitutes the facility's certification that the information provided is true and correct to the best of the facility's knowledge.

C. Facility Visits and Audits. The Authority and its designated representative(s) may: (i) enter, observe, and inspect any of the Authority-approved C&D debris processing facilities at any time during the operating hours of the facility; and, (ii) may meet with the facility manager(s) or their representatives upon at least seventy-two (72) hours' advance notice, provided that the Authority and its representatives comply with the facility's reasonable safety and security rules and do not interfere with the facility operations. The purpose of site visits and any data reviews is to verify reported data, observe facility operations and material recovery practices, and confirm compliance with Authority approval requirements. Sites' rules or workload may not prevent any Authority representative from conducting these reviews.

D. Reporting.

   i. The facility shall utilize Green Halo to record and maintain information for all C&D debris received and processed at the facility. At a minimum, the facility shall upload and maintain records identifying project origin, customer information, tonnage, debris type, weight tags, and other information required by the Authority. The facility acknowledges and agrees to upload relevant information into Green Halo within ten (10) working days of debris delivery and processing.

ii. The facility shall submit quarterly processing and diversion reports to the Authority in an Authority-approved format and shall ensure that information maintained in Green Halo is complete, accurate, and consistent with submitted reports. The facility shall maintain documentation sufficient to identify the generator, project origin, debris type, and tonnage associated with each load.

E. Operating Hours. The facility will publicly post its operating hours including days of closure and gate rates for each accepted material on their website. The facility shall update this information within seventy-two (72) hours of any changes.

F. Scale Operation.

i. The facility will maintain at least two (2) California Division of Measurements Standards certified vehicle scales in accordance with applicable law. The facility will link all scales to a centralized computer recording and billing system that will be compatible with facility's systems and account for tracking all incoming and outgoing materials. The facility will operate those scales during load receiving hours. The facility will provide the Authority with access to weighing information through Green Halo and upon request.

ii. When an Authority-approved C&D debris collection contractor places new vehicles into service, the facility will promptly weigh the new vehicle and determine its unloaded ("tare") weight(s). The facility will record tare weight, collection contractor name, and vehicle identification number. Within ten (10) working days of weighing, the facility will provide the Authority (per the Reporting Section of this document) and collection contractor with a report listing vehicle tare weight information. Facilities will have the right to request re-determination of tare weights of vehicles two (2) times per calendar year. If there is reasonable suspicion or evidence that tare weights are not accurate, the approved C&D debris collection contractor may request re-determination of tare weights, in which case the facility will promptly re-determine tare weights for vehicles in question up to four (4) times per calendar year. The facility may update tare weights (at its own initiative) more frequently. If any scales are inoperable or otherwise unavailable, the facility will use reasonable business efforts to weigh vehicles on the remaining operating scales. To the extent that all scales are inoperable or otherwise unavailable, the facility will substitute portable scales until the permanent scales are replaced or repaired. The facility will arrange for any inoperable scale to be repaired as soon as possible and, in any event, within seventy-two (72) hours (excluding holidays) of the failure of the permanent scale. If the facility anticipates that repairs to the permanent scale may take more than twelve (12) hours, the facility will immediately obtain a temporary substitute scale(s).

iii. All scales, permanent or temporary, must be approved by the California Division of Measurement Standards.

G. Penalties. Any violation of Authority standards will result in the Authority revoking its approval for the subject facility to accept C&D debris generated in the Authority service area and delivered to the facility.

By signing this terms and conditions document, the signatory certifies possession of the authority to agree to the terms and conditions on behalf of the facility and does hereby bind the facility to the terms and conditions included herein, as may be amended by the Authority from time to time. The signatory further certifies that the information provided in the application is true and complete.

X _____
Signature of Authorized Representative

NON-EXCLUSIVE FRANCHISE AGREEMENT

BETWEEN

WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY

AND

_____

FOR

CONSTRUCTION & DEMOLITION DEBRIS COLLECTION SERVICES

AUGUST 2026

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NON-EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN
WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY
AND
_____
FOR CONSTRUCTION & DEMOLITION DEBRIS COLLECTION SERVICES

This Non-Exclusive Franchise Agreement (Agreement) is made and entered into this _____ day of _____, 20_____, by and between the West Valley Solid Waste Management Authority (Authority) and _____ (hereinafter referred to as Contractor).

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, effective October 1, 1997, the Cities of Campbell, Monte Sereno, and Saratoga and the Town of Los Gatos (Member Agencies) formed the Authority, pursuant to Government Code Section 6500 *et. seq.*, to manage and oversee the Member Agencies' waste management franchise services.

WHEREAS, the Authority is obligated to protect the public health and safety of the residents within the Authority Service Area and has the power to arrange for the waste management franchise services.

WHEREAS, the Authority has determined that arrangements for a franchise agreement defining non-exclusive rights be awarded to qualified companies to provide for C&D Debris Collection services.

WHEREAS, the Legislature of the State, by enactment of SB 1383, directed the responsible State agency, and all local agencies, to have a mechanism by which they can enforce CALGreen requirements.

WHEREAS, CALGreen establishes and routinely adjusts requirements for specified Diversion levels from covered C&D Debris projects.

WHEREAS, each of the Member Agencies requires all haulers providing C&D Debris Collection services within the bounds of the Authority to obtain a Non-Exclusive Franchise Agreement in order to regulate business, provide risk management protections to the communities, ensure orderly operation, achieve Diversion goals, and minimize the potential for adverse effects on the local environment.

WHEREAS, the Authority has determined, through appropriate due diligence conducted on Contractor's Application, that Contractor, by demonstrated experience, reputation, and capacity, is qualified to provide C&D Debris Collection services within the Authority Service Area, Transport such material to appropriate places for Recycling, Processing, and/or Disposal, and provide insurance consistent with the Authority's requirements. The Authority desires that Contractor is engaged to perform such services on the basis set forth in this Agreement.

WHEREAS, Contractor intends to use the Authority's streets, other public rights-of-ways, and infrastructure to provide C&D Debris Collection services to the Authority's residents and businesses.

WHEREAS, the Authority intends to receive just and reasonable fees from Contractor for the Authority's administration of the Agreement and for Contractor's use of the Authority streets, other public rights-of-way, and infrastructure, which the Authority may lawfully impose and Contractor is obligated to pay.

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

ARTICLE 1
DEFINITIONS

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 Article. Such words and phrases shall be capitalized throughout this Agreement:

"Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

"Agreement" means this Agreement between the Authority and Contractor for C&D Debris Collection services, including all Exhibits, and any future amendments hereto.

"Applicable Law" means all Federal, State, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over the Roll-Off Container Collection of Permitted Materials that are in force on the Effective Date and as they may be enacted, issued, or amended during the Term of this Agreement.

"Approved Facility(ies)" means any one (1) or any combination of a Source Separated Recycling Facility, Certified C&D Debris Processing Facility, and/or Designated Disposal Site.

"Authority" means the West Valley Solid Waste Management Authority (WVSWMA) formed by the Member Agencies.

"Authority Contract Manager" means the Authority's Executive Director, or their designee, who is responsible for the administrative management of this Agreement.

"Authority Service Area" means the geographic boundaries of the Member Agencies collectively, including all of the territory lying within their boundaries as presently existing or as such boundaries may be modified during the Term of this Agreement.

"Average Index Value" means the sum of the monthly index values available during the most recently available twelve- (12-) month calendar year period divided by twelve (12) (in the case of indices published monthly) or the sum of the bi-monthly index values divided by six (6) (in the case of indices published bi-monthly).

"Business Days" mean days during which Authority offices are open to do business with the public.

"**CALGreen"** means the California Green Building Standards Code, California Code of Regulations, Title 24, Part 11, amended July 1, 2019 and effective January 1, 2020, as amended, supplemented, superseded and replaced from time to time.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9600 *et seq*.).

"Certified C&D Debris Processing Facility" means any of the facilities used to Process Mixed C&D Debris that have been approved by the Authority.

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

A. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date.

B. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error, or omission or lack of reasonable diligence of the Authority or of Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error, or omission or lack of reasonable diligence.

"Collect" or "Collection" means the act of Collecting Permitted Materials and other materials at the place of generation in the Authority Service Area.

"Commencement Date" means the date specified in Section 3.1 when Permitted Materials Roll-Off Container Collection and Transportation services authorized by this Agreement may 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, excluding businesses conducted upon Residential property that are permitted under applicable zoning regulations and are not the primary use of the property.

"Construction and Demolition Debris" or "C&D Debris" includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Materials. C&D Debris includes rocks, soils, tree remains, and other yard trimmings that result from land clearing or land development operations in preparation for construction. C&D Debris is a subset of Permitted Materials and can include Source Separated C&D Debris, Mixed C&D Debris, and C&D Debris intended for Disposal.

"Contractor" means _____ (insert Contractor's name), a _____ (insert corporation, sole proprietorship, partnership, as appropriate), organized and operating under the laws of the State and its officers, directors, employees, agents, companies, and Subcontractors.

"Contractor Party" shall mean Contractor, officers, directors, management employees, or fiscal employees (where "management employee" means any employee with direct or indirect responsibility for direction and control over the Contractor's activities under this Agreement and "fiscal employee" means an employee with direct or indirect responsibility and control duties relating to financial matters under this Agreement).

"Contractor's Application" means an application form submitted by Contractor to the Authority for consideration of the issuance of this Agreement.

"CPI-U" means the Consumer Price Index, All Urban Consumers, all items, not seasonally adjusted, San Francisco-Oakland-Hayward Metropolitan Area, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.

"Criminal Activity" means those activities described in Section 12.12.1.

"Customer" means the Person to whom Contractor submits billing invoices and from which Contractor collects payments for provided Collection services.

"Designated Disposal Site" means the Guadalupe Landfill at 15999 Guadalupe Mines Road in San Jose, which is owned and operated by Waste Management of the South Bay, Incorporated, unless the Authority designates, in writing, a different Disposal Site.

"Designated Waste" means non-Hazardous Wastes that may pose special Disposal problems because of their potential to contaminate the environment. Designated Waste may be Disposed only in Class II Disposal Sites or Class III Disposal Sites, pursuant to a variance issued by the California Department of Health Services.

"Disposal" or "Dispose" (or variation thereof) means the final disposition of Solid Waste at a Designated Disposal Site.

"Disposal Site" means a landfill or other facility for ultimate Disposal of Solid Waste.

"Diversion" means activities that reduce or eliminate the amount of Solid Waste from Disposal, including, but not limited to, Recycling, Processing, composting, recovery, or reuse.

"Effective Date" means the date on which the latter of the two (2) Parties signs this Agreement, subject to the provisions of Section 3.2.

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

"Generator" means any Person whose act or process produces Permitted Materials, or whose act first causes Permitted Materials to become subject to regulation.

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

"Holidays" means New Year's Day, Thanksgiving Day, and Christmas Day.

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

"Liquidated Damages" means the amounts due by Contractor to the Authority for failure to meet specific quantifiable standards of performance, as described in Section 11.4 and Exhibit A.

"Member Agency(ies)" means the Cities of Campbell, Monte Sereno, and Saratoga, and the Town of Los Gatos, individually or collectively, which form the Authority.

"Mixed C&D Debris" means material containing both Recyclable C&D Debris and non-Recyclable C&D Debris that has not been separated and is intended for Collection and Transport to a Certified C&D Debris Processing Facility. Mixed C&D Debris is a subset of Permitted Materials.

"Non-Exclusive Franchise Agreement" means, with the exception of this Agreement, any other contract(s) between the Authority and Contractor for Roll-Off Container Collection of Permitted Materials by other franchisees, including all Exhibits, and any future amendments hereto.

"Occupant" means the Person who occupies a Premises.

"Owner" means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor, or as otherwise defined in 14 CCR Section 18982(a)(57).

"Parent Company" refers to a company owning more than fifty percent (50%) of the shares of another company (subsidiary) or a company that has management control over such subsidiary.

"Party(ies)" refers to the Authority and Contractor, individually or together.

"Permitted Materials" refers to C&D Debris resulting from a permitted construction and/or demolition project. Permitted Materials include Source Separated C&D Debris, Mixed C&D Debris, and C&D Debris intended for Disposal.

"Person(s)" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State, the Authority, and special purpose districts.

"Premises" means any land or building in the Authority Service Area where Permitted Materials are generated or accumulated.

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

"Rates" means the charges and fees Contractor bills and collects from each Customer receiving service pursuant to this Agreement.

"Recycle or Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating, or thermally destroying Solid Waste.

"Residential" shall mean of, from, or pertaining to a single-family Premises, multi-plex, or multi-family Premises, including, but not limited to, single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

"Residue" or "Residual" means those materials that, after Processing, are Disposed rather than Recycled, composted, or otherwise recovered due to either the lack of markets for materials or the inability of the Processing facility to capture and recover the materials.

"**Roll-Off Collection Truck"** means a Collection vehicle with a mechanical device such as a winch that pulls or loads a Roll-Off Container onto the truck bed or attached Trailer and separately Transports each Roll-Off Container to an Approved Facility.

"Roll-Off Container(s)" means a drop box used for Collection of Permitted Materials and serviced by a Roll-Off Collection Truck. Roll-Off Containers shall also include Trailers. Roll-Off Containers with capacities of less than eight (8) cubic yards are excluded from the scope of this Agreement.

"SB 1383" means 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 Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code), which established methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

"Solid Waste" means Solid Waste, as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191, and regulations promulgated hereunder. Excluded from the definition of Solid Waste are Unpermitted Waste, Permitted Materials, Hazardous Waste, Infectious Waste, Designated Waste, and radioactive waste. Notwithstanding any provision to the contrary, "Solid Waste" may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code.

"Source Separate" (or variation thereof) means the segregation of materials designated for separate Collection by the Generator for some form of Recycling, composting, recovery, or reuse.

"Source Separated C&D Debris" means the segregation of C&D Debris, for the purpose of Diversion, by or for the Generator thereof at the service address where the materials were generated. Source Separated C&D Debris is intended for separate Collection and Transport to a Source Separated Recycling Facility. Source Separated C&D Debris is a subset of Permitted Materials.

"Source Separated Recycling Facility" means any facility used under this Agreement that accepts Source Separated C&D Debris intended for Recycling, composting, recovery, or reuse, in which a minimum of ninety percent (90%) is recovered.

"State" means the State of California.

"Subcontractor" means a party who has entered into a contract, express or implied, with Contractor for the performance of an act that is necessary for Contractor's fulfillment of its obligations under this Agreement.

"Term" means the Term of this Agreement, including extension periods if granted, as provided for in Article 3.

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

"Tonnage" means the total weight in Tons Collected, Recycled, composted, Diverted, or Disposed, as the context requires.

"Trailer" means any unpowered vehicle that is designed to be detached from another, powered, vehicle and is used for the purposes of holding and/or Transporting Discarded Materials.

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

"Unpermitted Waste" means wastes or other materials that the Designated Disposal Site may not receive under their permits, including:

A. All materials that the Designated Disposal Site is not permitted to accept, excluding white goods with chlorinated fluorocarbons and capacitors removed, and other materials that Contractor accepts and safely handles, Recycles, or Disposes.

B. Asbestos, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be hazardous materials if it contains more than one percent (1%) asbestos.

C. Ash Residue from the incineration of Solid Wastes, including Solid Waste, Infectious Waste (described in Item I below), wood waste, sludge not meeting at a minimum Class B standards, as defined by Title 40 of the Code of Federal Regulations, Part 503 (The Standards for the Use or Disposal of Sewage Sludge), and agricultural wastes.

D. Auto shredder "fluff" consisting of upholstery, paint, plastics, and other non-metallic substances, which remain after the shredding of automobiles.

E. Dead animals larger than one hundred (100) pounds.

F. Hazardous materials.

G. Universal Waste, as defined by 22 CCR Subsections 66273.1 through 66273.9, including, but not limited to, batteries, fluorescent light bulbs, mercury switches, and E-waste.

H. Industrial solid or semi-Solid Wastes that pose a danger to the operation of the Designated Disposal Site, including cement kiln dust, or Process Residues.

I. Infectious Wastes that have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubing, bottles, drugs, patient care items, such as linen, personal, or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known

infectious diseases. “Infectious Waste” also includes biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments, as identified in the California Health and Safety Code Section 25117.5.

J. Liquid wastes that are not spadeable, usually containing less than fifty percent (50%) solids, including cannery and food Processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap pumpings, oil and geothermal field wastes, septic tank pumpings, rendering plant byproducts, sewage sludge not meeting certain quality criteria (i.e., unclassified sludge less than B), and those liquid wastes that may be Hazardous Wastes.

K. Radioactive wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the State Health and Safety Code, and any waste that contains a radioactive material, the storage or Disposal of which is subject to any other State or Federal regulation.

L. Sewage sludge comprised of human (not industrial) Residue, excluding grit or screenings, removed from a wastewater treatment facility or septic tank, whether in a dry or semi-dry form not meeting certain quality criteria (i.e., unclassified sludge less than B).

M. Designated Waste, if not permitted at the Designated Disposal Site under Applicable Law, including permits.

The definition of Unpermitted Waste will be promptly amended to reflect any applicable changes in permits or Applicable Law.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor, by execution of this Agreement, represents and warrants the following to the Authority, for the purpose of inducing the Authority to enter into this Agreement and consummate the transactions contemplated hereby:

A. **Corporate Status.** Contractor is duly organized, validly existing, and in good standing under the laws of the State. Contractor is qualified to transact business in the Authority Service Area and State and has the power to own its properties and conduct its business, as now owned and operated and as required by this Agreement.

B. **Authorization.** Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The board of directors (or the shareholders, if necessary), sole proprietor, or partners of Contractor have taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so and the corporate secretary’s certificate in Exhibit B confirms this. This Agreement constitutes the legal, valid, and binding obligation of Contractor.

C. **Agreement Will Not Cause Breach.** To the best of Contractor's knowledge, after reasonable investigation, the execution or delivery of this Agreement or the performance by Contractor of its obligations hereunder does not conflict with, violate, or result in a breach: (i) of any law or governmental regulation applicable to Contractor; (ii) any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority; or, (iii) any Agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound. In any such case, it constitutes a default thereunder.

D. **No Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against Contractor wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by Contractor of its obligations hereunder.

2. Adversely affect the validity or enforceability of this Agreement.

3. Materially adversely affect the financial condition of Contractor or any surety or entity guaranteeing Contractor's performance under this Agreement.

E. **No Adverse Judicial Decisions.** To the best of Contractor's knowledge, after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

F. **No Legal Prohibition.** To the best of Contractor's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date Contractor signed this Agreement that would prohibit Contractor's performance of its obligations under this Agreement and the transactions contemplated hereby.

G. **Contractor's Statements.** Pursuant to Exhibit C, the Contractor's Application and any other supplementary information submitted to the Authority, which the Authority has relied on in entering this Agreement, do not: (i) contain any untrue statement of a material fact; (ii) contain inaccurate or misleading information; or, (iii) omit to state a necessary material fact that makes the statements made, in light of the circumstances in which they were made, not misleading.

H. **Contractor's Investigation.** Contractor has made an independent investigation (or satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. Contractor has considered such matters in entering this Agreement, under which Contractor shall provide services in exchange for the compensation.

I. **Ability to Perform.** Contractor possesses the business, professional, and technical expertise to Collect, Transport, Recycle, Process, and Dispose of Permitted Materials generated in the Authority Service Area. Contractor possesses the equipment, facility(ies), and employees required to perform its obligations under this Agreement.

ARTICLE 3
TERM OF AGREEMENT

3.1 Commencement Date

Contractor may commence providing the Roll-Off Container Collection and Transportation services authorized by this Agreement on the Commencement Date of July 1, 2027.

3.2 Conditions to Effectiveness of Agreement

The obligation of the Authority to permit this Agreement to become effective and perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form, in whole or in part by the Authority.

A. **Accuracy of Representations.** The representations and warranties made in Article 2 of this Agreement are true and correct on and as of the Effective Date of this Agreement.

B. **Absence of Litigation.** There is no litigation pending in any court that challenges the award or execution of this Agreement or seeks to restrain or enjoin its performance on and as of the Effective Date of this Agreement.

C. **Furnishings of Insurance.** Contractor has furnished the evidence of the insurance required by Article 10 that is satisfactory to the Authority.

D. **Effectiveness of the Authority Board of Directors' Action.** The Authority Board of Directors' action in approving this Agreement is effective and all Parties have signed the Agreement, pursuant to Applicable Law, prior to or on the Effective Date, provided that no restraining order of any kind has been issued.

3.3 Initial Term

The initial Term of this Agreement shall commence on the Commencement Date per Section 3.1 and continue in full force for two (2) years, until June 30, 2029. The Term may be extended pursuant to Section 3.4 or terminated early in accordance with Section 11.2.

3.4 Automatic Extension Unless Terminated

The Term of the Agreement shall be automatically extended on the final day of February for an additional one (1) year, unless: i) either Party gives notice to the other of its intent to terminate the Agreement; or, ii) the Agreement is otherwise terminated pursuant to the requirements of Section 11.2. If either Party wishes to terminate the Agreement, it shall give written notice of such intent to terminate to the other Party, including the intended date of termination, at least ninety (90) calendar days prior to expiration of the initial or any extended Term of the Agreement.

ARTICLE 4
SCOPE OF AGREEMENT

4.1 Scope of Agreement

This Agreement, granted to Contractor, authorizes Contractor to Collect and Transport Permitted Materials placed by Generators in Roll-Off Containers for Collection, provided that the Customer has voluntarily arranged for Contractor to provide such Collection services.

Contractor shall be responsible for the following services:

A. Collecting Permitted Materials placed by Customers in Roll-Off Containers for permanent or temporary Collection, as requested by Customers and consistent with Section 5.1.

B. Providing each Customer, upon or prior to the delivery of a Roll-Off Container, a printed list that specifies: (i) the Permitted Materials allowed in the Roll-Off Container; and, (ii) the Unpermitted Waste that cannot be placed in the Roll-Off Container (e.g., Hazardous Waste). Such list shall be reviewed and approved by the Authority Contract Manager.

C. Providing in-person site visits at large Permitted Materials Collection sites within the Authority Service Area to train staff on proper sorting for Permitted Material Roll-Off Containers, consistent with Section 5.5.

D. Transporting Collected Source Separated C&D Debris to a Source Separated Recycling Facility, Mixed C&D Debris intended for Recycling to the Certified C&D Debris Processing Facility and any C&D Debris intended for Disposal to the Designated Disposal Site.

E. Furnishing all labor, supervision, vehicles, Roll-Off Containers, equipment, materials, supplies, and all other items and services necessary to perform Contractor's obligations under this Agreement.

F. Paying all expenses related to provision of services required by this Agreement, including, but not limited to, per-load fees, taxes, regulatory fees, Collection costs, Transportation costs, Processing costs, Disposal costs, utilities, etc.

G. Providing all services required by this Agreement in a thorough and professional manner so that residents, businesses, and the Authority are provided with timely, reliable, courteous, and high-quality service at all times.

H. Performing all services in substantial accordance with this Agreement at all times using best industry practice for comparable operations.

I. Complying with Applicable Law.

J. Performing or providing all other services necessary to fulfill Contractor's obligations under this Agreement.

The enumeration and specification of particular aspects of service, labor, or equipment requirements above shall not relieve Contractor of the duty of accomplishing all other aspects necessary to fulfill its

obligations under this Agreement, whether or not such requirements are enumerated elsewhere in the Agreement.

4.2 Limitations to Scope

The scope of the Agreement shall be non-exclusive and limited to Permitted Materials. Permitted Materials, including, but not limited to, the following, may also be Collected and Transported by other Persons:

A. **Permitted Materials Collected by Other Approved Parties.** Permitted Materials Collected by a party that has executed a Non-Exclusive Franchise Agreement with the Authority or has been otherwise allowed or permitted to operate without a Non-Exclusive Franchise Agreement by the Authority's Contract Manager.

B. **Permitted Materials Collected by the Authority's Franchisee.** Solid Waste, Recyclable Materials, and Organic Materials are Collected under a separate exclusive franchise agreement, which Contractor explicitly acknowledges that the Authority has issued. Contractor has no right to Collect any such exclusive materials under this Agreement.

C. **Sold or Donated Source Separated Items.** Any items that are Source Separated at any Premises by the Generator and sold or donated to other Persons.

D. **Materials Hauled by Owner, Occupant, or Hired Contractor.** Permitted Materials that are removed from any Premises and are Transported to an Approved Facility by: (i) the Owner or Occupant of such Premises; (ii) a full-time employee of Owner or Occupant that uses such Owner's or Occupant's equipment to Transport materials; or, (iii) a construction and/or demolition contractor performing construction and/or demolition work at the Premises who removes Permitted Materials as an incidental part of the service being performed, provided that such contractor does not use a Roll-Off Container and removes such materials at no additional or separate fee through the use of such contractor's employees and equipment. For the purposes of this Section, the term "incidental part of the service being performed" shall mean that the material generated is created by the activity of the contractor performing the hauling. For example, a construction contractor who remodels a kitchen can haul those materials in a fixed body truck without infringing on the scope of this Agreement. However, as an alternate example, a contractor whose sole responsibility is to clean up and remove materials generated by other construction and demolition contractors, or the Owner or Occupant, would be subject to the requirements of this Agreement. In the event of a dispute between Contractor and the Authority Contract Manager regarding the applicability of this Section, the Authority's Contract Manager shall make all final determinations.

4.3 Authority's Right to Grant Multiple Non-Exclusive Agreements

The Authority may grant, to an unlimited number of additional Persons, similar Non-Exclusive Franchise Agreements.

4.4 Agreement Consistent with Applicable Law

This Agreement and scope of this franchise shall be interpreted to be consistent with Applicable Law, now and throughout the Term. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the Authority to lawfully provide for the scope of services as specifically set forth herein, Contractor agrees that the scope of the Agreement shall be limited to those services and materials that may be lawfully provided. In such case, the Authority shall not be responsible for any lost profits or other losses claimed by Contractor that arise out of limitations to the scope of the Agreement set forth herein and it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws, regulations, or judicial interpretations.

4.5 Ownership of Materials

Once Permitted Materials are placed in a Roll-Off Container by the Customer for Collection, ownership and the right to possession of such materials shall transfer directly from the Customer to Contractor.

4.6 Notification to the Authority of Non-Franchised Haulers

Contractor shall notify the Authority in writing within five (5) calendar days if Contractor witnesses and can produce evidence of another Person Collecting Permitted Materials: (i) without the right to do so, as granted by Non-Exclusive Franchise Agreement with the Authority otherwise; or, (ii) in a manner that is not consistent with the applicable Member Agency's C&D Debris ordinances and regulations. Contractor's notice shall include the name and telephone number of the Person or company Collecting Permitted Materials (if known), the date Contractor witnessed the event, and the location of the Roll-Off Container, along with Contractor's evidence of the violation of the rights granted by this Non-Exclusive Franchise Agreement. The Authority or any of its Member Agencies, may, in its sole discretion, take action in response to such notification by Contractor.

ARTICLE 5
COLLECTION SERVICES

5.1 Collection

Contractor is hereby authorized to Collect Permitted Materials from permitted construction and/or demolition projects within the Authority Service Area that subscribe to Contractor's services at Rates mutually agreed upon between Contractor and the Customer. Contractor shall provide its Customers with a Roll-Off Container for Permitted Materials Collection or allow its Customers to provide a Roll-Off Container that is serviced by Contractor. Contractor shall Collect Permitted Materials from Premises as frequently as scheduled and/or as mutually agreed in writing between Contractor and the Customer.

Contractor may enter into contracts with Customers for Collection services, provided that the term of such contracts do not extend beyond the Term of this Agreement and such contracts terminate on the termination date of this Agreement in the event the Authority terminates this Agreement. The Authority shall have no responsibility for any claims or damage resulting from or related to such termination.

Contractor shall Transport Source Separated C&D Debris Collected pursuant to this Agreement to a Source Separated Recycling Facility. Contractor shall Transport Mixed C&D Debris Collected pursuant to this Agreement and intended for Processing to a Certified C&D Debris Processing Facility. Contractor shall Transport C&D Debris Collected pursuant to this Agreement and intended for Disposal to the Designated Disposal Site. Contractor shall pay all costs associated with the Transportation, Processing, and Recycling of Permitted Materials, including payment of any tipping fees charged at the Approved Facility(ies).

5.2 Disposal

A. **Disposal of Solid Waste Collected**. Contractor shall Transport any C&D Debris Collected within the Authority Service Area that is intended by the Customer to be Disposed, rather than Recycled or Processed, to the Designated Disposal Site. Contractor shall pay all costs associated with Transportation and Disposal of such C&D Debris intended for Disposal, including payment of any tipping fees charged at the Designated Disposal Site. Delivery of such C&D Debris intended for Disposal to another landfill or Disposal location is expressly prohibited by this Agreement. In such case, Contractor shall be liable for Liquidated Damages to the Authority and/or Designated Disposal Site for each Ton of C&D Debris intended for Disposal and Collected in the Authority Service Area that is delivered to another landfill or Disposal location, pursuant to Section 11.4 and Exhibit A.

B. **Compliance with Regulations**. Contractor shall observe and comply with all regulations in effect at the Designated Disposal Site and cooperate with the operator thereof with respect to delivery of C&D Debris intended for Disposal, including directions for unloading Roll-Off Collection Trucks in designated areas, accommodating operations and maintenance activities, and complying with Hazardous Waste exclusion programs.

C. **Disposal at Approved Site**. Contractor shall not Dispose of C&D Debris intended for Disposal by depositing it on any public or private land, in any river, stream, or other waterway, in any sanitary sewer or storm drainage system, or in any other manner that violates Applicable Law.

D. **Alternative Disposal Site**. If Contractor is unable to use the Designated Disposal Site due to an emergency or sudden unforeseen closure of the Designated Disposal Site, Contractor may use an alternative Disposal Site, provided that: (i) Contractor provides verbal and written notice to the Authority within twenty-four (24) hours of the use of an alternative Disposal Site; and, (ii) the alternative Disposal Site is fully permitted and in compliance with Applicable Law. The written notice shall include a description of the reason(s) the use of the Designated Disposal Site is not feasible and the period of time Contractor proposes to use the alternative Disposal Site. Contractor shall use the alternative Disposal Site for no more than twenty-four (24) hours without obtaining the Authority's written approval.

   In the event that Contractor uses an alternate Disposal Site without adequate cause, according to the sole discretion of the Authority Contract Manager, or for a period of more than twenty four (24) hours, Contractor shall be liable for Liquidated Damages to the Authority and/or Designated Disposal Site for each Ton of C&D Debris intended for Disposal and Collected in the Authority Service Area that is delivered to another landfill or Disposal location other than the Designated Disposal Site, pursuant to Section 11.4 and Exhibit A.

5.3 Billing

Contractor shall bill all Customers and collect billings in accordance with Contractor-established Rates that are set in a manner consistent with provisions of Section 9.2. Contractor shall prepare, distribute, and collect bills (or issue written receipts for cash payments) for Collection services provided by Contractor. Contractor shall be responsible for collection of payment from Customers with past due accounts.

Contractor shall maintain copies of all billings and receipts in a digital format capable of being exported to Microsoft Excel for five (5) years after expiration or termination of this Agreement. Contractor shall retrieve and make available to the Authority copies of the digital records within three (3) Business Days of the Authority Contract Manager's written request for such records.

5.4 Customer Service

Contractor shall maintain a business office within Santa Clara County. In the event that Contractor's business office changes location during the Term of this Agreement, Contractor shall obtain written approval from the Authority prior to making such change. The business office shall staff at least one (1) Customer service representative capable of accepting payments from Customers, answering service questions, and resolving Customer service issues.

5.5 Public Education And Outreach

Contractor must follow best practices for outreach and education of Customers that directly subscribe to Collection services. In providing such services, Contractor shall:

A. Comply with the applicable Member Agency's C&D Debris ordinances and regulations.

B. Educate Customers on the requirement to Source Separate Organic Materials generated during Permitted Materials projects. Organic Materials shall be Collected separately from other Permitted Materials and Transported to an Approved Facility for Processing, unless such Permitted Materials are delivered to a Certified C&D Debris Processing Facility upon the Customer's request.

C. Provide in-person site visits at large Permitted Materials Collection sites within the Authority Service Area to train staff on proper sorting for Permitted Materials Roll-Off Containers to assist them in achieving Diversion targets, as required by CALGreen.

5.6 Diversion Requirements

Contractor shall perform services under this Agreement in a manner that supports the Authority's environmental goals. Each calendar year, Contractor's total Diversion rate for all Permitted Materials Collected under this Agreement shall be sixty five percent (65%) or greater. The Diversion rate shall be calculated as the total Tonnage Collected by Contractor and Diverted from Disposal divided by the total Tonnage Collected by Contractor, multiplied by one hundred (100). Contractor shall calculate the Diversion rate for each calendar month and calendar year and include such Diversion rate(s) in each report submitted by Contractor. Contractor's failure to maintain the sixty five percent (65%) Diversion rate in any calendar year may result in the assessment of Liquidated Damages, pursuant Section 11.4 and Exhibit A, and/or termination of this Agreement, pursuant to Section 11.2. In the event that Authority has cause to

believe, based on partial year reporting, that Contractor may fall short of the Diversion rate required under this Agreement, the Authority may require a corrective action plan from Contractor, as described in Exhibit A, to provide assurance to the Authority that Contractor will meet or exceed the Diversion rate before the end of the current calendar year.

ARTICLE 6
STANDARDS AND REQUIREMENTS FOR SERVICES, EQUIPMENT, AND PERSONNEL

6.1 Operating Days, Hours, And Schedules

A. **Days and Hours of Collection**.

1. Residential Premises. Delivery or Collection of a Roll-Off Container to or from Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday.

2. Commercial Premises. Delivery or Collection of a Roll-Off Container to or from Commercial Premises that are two hundred (200) feet or less from Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., any day of the week. Delivery or Collection of a Roll-Off Container to or from Commercial Premises that are more than two hundred (200) feet from Residential Premises shall only occur between the hours of 3:00 a.m. and 10:00 p.m., any day of the week. The Authority Contract Manager may require modifications to hours for delivery and Collection from Commercial Premises to resolve noise complaints, and, in such case, the Authority Contract Manager may change the allowable operating hours.

3. Exceptions. In the event of an unforeseen and/or extraordinary circumstance, Contractor may deliver or Collect a Roll-Off Container from Residential Premises or Commercial Premises that are two hundred (200) feet or less from Residential Premises during alternative hours, upon prior written approval from the Authority Contract Manager.

4. Failure to Comply. If Contractor fails to comply with the Collection hours described in this Section, Contractor shall pay the Authority Liquidated Damages, as described in Section 11.4 and Exhibit A.

6.2 Collection Standards

6.2.1 Instructions to Customer

Prior to delivering a Roll-Off Container, Contractor shall instruct Customers regarding any necessary preparation of Permitted Materials. Contractor shall, in written form, inform all Customers as to the Permitted Materials that can be included in the Roll-Off Container and any Unpermitted Waste that is not allowed for Collection.

6.2.2 Care of Private Property

Contractor shall not damage private property. Contractor shall ensure that its employees: (i) close all gates opened in making Collections, unless otherwise directed by the Customer; (ii) do not cross landscaped areas; and, (iii) do not climb or jump over hedges and fences. Authority shall refer complaints about damage to private property to Contractor. Contractor shall repair all damage to private and public property caused by its employees to its previous condition.

6.2.3 Litter Abatement and Stormwater Management

A. **Minimization of Spills, Leaks, and Litter**. All Permitted Materials shall be Collected by Contractor in modern Collection equipment, constructed and loaded so that there will not be any leakage or spillage. While providing services under this Agreement, Contractor shall use due care to prevent spills or leaks of materials placed for Collection, fuel, and other vehicle fluids. If spills or leaks enter Member Agency storm drains, Contractor must immediately notify the Member Agency's Fire Department.

The Authority Contract Manager reserves the right to require modifications to Roll-Off Collection Truck equipment (e.g., tarping and screening materials) to prevent litter from falling from vehicles. Contractor shall not transfer loads from one vehicle to another on any public street, unless approved by the Authority or it is necessary to do so because of a mechanical failure, hot load (i.e., combustion of material in the truck), or accidental damage to a vehicle.

If Contractor fails to perform some or all of the requirements described in this Section, Contractor shall pay the Authority Liquidated Damages, as described in Section 11.4 and Exhibit A.

B. **Clean-Up**. Each Roll-Off Collection Truck shall be equipped at all times with spill kits, including, but not limited to, a broom, shovel, and absorbent. If any solid materials are spilled during Collection and Transportation, Contractor shall clean up all spills before leaving the site of the spill. If any fluids are spilled during Collection and Transportation, Contractor shall clean up all spills or leaks within the same Business Day that spills or leaks are identified or reported. Contractor shall clean up litter in the direct vicinity of Containers if such litter is spilled during the course of Collection.

C. **Covering of Loads**. Contractor shall cover all Roll-Off Containers at the pickup location before Transporting materials to the Approved Facility and until it is unloaded to prevent Permitted Materials from escaping during Transportation.

6.2.4 Noise

All Collection operations shall be conducted as quietly as possible and shall conform to Applicable Law. Contractor shall promptly resolve any complaints of noise during the morning or evening hours of the day to the satisfaction of the Authority. In the event of repeat occurrences of noise complaints (in excess of three (3) complaints per calendar year), Contractor shall pay Liquidated Damages in accordance with Section 11.4 and Exhibit A.

6.3 Vehicle Requirements

A. **General.** Contractor shall keep vehicles used to provide services under this Agreement in a safe, neat, clean, and operable condition at all times. If Contractor fails to keep Roll-Off Collection Trucks in a safe and sanitary condition, Contractor shall pay the Authority Liquidated Damages, as described in Section 11.4 and Exhibit A.

B. **Specifications.** Contractor shall register all vehicles with the California Department of Motor Vehicles. All such vehicles shall comply with California Environmental Protection Agency (EPA) noise emission and air quality regulations and other applicable noise control regulations.

C. **Vehicle Identification.** Contractor's name, local telephone number, and a unique identification number shall be prominently displayed on all vehicles used to provide services under this Agreement in letters and numbers that are a minimum of three (3) inches high. Contractor shall not place the Authority's logo on its vehicles.

D. **Cleaning and Maintenance.** Contractor shall always maintain the cleanliness of vehicles to present a clean appearance. Contractor shall inspect Roll-Off Collection Trucks daily and perform all scheduled maintenance functions. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment that are in need of repair due to accidents, breakdown, or any other cause, so as to maintain all vehicles and equipment in a safe and operable condition. The Authority may require Contractor to suspend operation of a vehicle determined by the Authority to be non-compliant with this Section until corrective action has been taken.

E. **Operation.** Vehicles shall be operated in compliance with the California Vehicle Code and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's load recommendations or limitations imposed by State or local weight restrictions for vehicles and roads.

F. **Vehicle Inspection.** The Authority may inspect vehicles at any time to determine compliance with the requirements of this Agreement. Contractor shall make vehicles available to the Authority and/or Member Agencies for inspection at any frequency the Authority reasonably requests. Contractor may have such inspections conducted by the California Highway Patrol or other designated agency and shall provide the results of such inspection to the Authority Contract Manager within ten (10) calendar days of receipt. Contractor shall maintain, at its primary business office(s) a record of daily vehicle inspection reports for all Roll-Off Collection Trucks and shall make such reports available to the Authority Contract Manager for review at all times.

G. **Facility Accounts.** Contractor shall establish and maintain, throughout the Term of this Agreement, an account with the Designated Disposal Site and any other Certified C&D Debris Processing Facilities. Such account(s) shall be used for all transactions covered by this Agreement. Contractor shall have a stored tare weight set for each Roll-Off Collection Truck and each Roll-Off Container at the Designated Disposal Site. Contractor must also re-tare each Roll-Off Collection Truck and/or Roll-Off Container after each major maintenance and/or repair to maintain an accurate weight. Contractor shall have each Roll-Off Collection Truck weighed at each Certified C&D Debris Processing Facility or the Designated Disposal Site to determine the total loaded weight of each load delivered to the Certified C&D Debris Processing Facilities or Designated Disposal Site.

6.4 Roll-Off Container Requirements

A. **General.** All Roll-Off Containers shall meet applicable Federal, State, County, and local regulations for safety. If Contractor fails to comply with the provisions of this Section, Contractor shall pay the Authority Liquidated Damages, as described in Section 11.4 and Exhibit A.

B. **Specifications.** All Roll-Off Containers shall be built to American National Standards Institute (ANSI) standards.

C. **Prevent Leakage**. Contractor shall be responsible for the general repair and upkeep of Roll-Off Containers to ensure such Containers remain in a sanitary, non-leaking condition. Such Roll-Off Containers shall be non-absorbent, water-tight, vector-resistant, durable, easily cleanable, and designed for safe handling and containment of Permitted Materials.

D. **Roll-Off Container Identification.** All Contractor-provided Roll-Off Containers shall prominently display Contractor's name, the local or toll-free telephone number, a unique Roll-Off Container identification number, and a list of acceptable materials.

E. **Cleaning, Painting, and Maintenance.** Contractor shall maintain all Contractor-provided Roll-Off Containers in a safe, serviceable, and functional condition. Contractor shall steam clean and repaint all Contractor-provided Roll-Off Containers at least once every two (2) years, or more frequently, to present a clean, graffiti-free appearance.

F. **Roll-Off Container Inspections.** The Authority may inspect Roll-Off Containers at any time to determine compliance with the requirements of this Agreement. Contractor shall make Containers available to the Authority Contract Manager at any reasonable frequency requested. The Authority Contract Manager may, in their sole discretion, require Contractor to remove a Roll-Off Container from service in the Authority Service Area if such container is unsafe, has been impacted by graffiti in a manner that is obscene, or otherwise does not comply with the requirements of this Agreement or Applicable Law. In the event a Container is removed from service at the direction of the Authority Contract Manager, prior to placing that Container back in service, Contractor shall provide the Authority Contract Manager with proof of correction through photographic evidence. Upon written approval by the Authority Contract Manager, the Container may be placed back into service within the Authority Service Area.

G. **Abandoned Roll-Off Containers.** Contractor shall not abandon any Roll-Off Container used to provide Permitted Materials Collection services under this Agreement. If Contractor abandons a Roll-Off Container, the Authority may remove, or cause the removal of, the Roll-Off Container. In such a case, the Authority may Process and/or Dispose of the contents. If the Authority or its agent removes a Roll-Off Container abandoned by Contractor, the Authority may charge Contractor for the Authority's costs incurred for removing such Roll-Off Container, Transporting, Processing, and Disposing of its contents, and/or the cost of storing such Roll-Off Container. Contractor shall reimburse the Authority for such costs within fourteen (14) calendar days of the date of the Authority's invoice to Contractor for such costs. If Contractor does not pay the invoice amount within fourteen (14) calendar days, the Authority or its agent shall become the Owner of the Roll-Off Container if the invoice stated the Authority's intent to become the Owner of such Container.

For the purposes of this Subsection, "abandon" means the following:

1. Contractor's failure to remove a Contractor-owned Roll-Off Container within five (5) calendar days of receiving a written request from a Customer or the Authority or within five (5) calendar days after the termination of the Customer service agreement between Contractor and the Customer.

2. Contractor's failure to remove a Contractor-owned Roll-Off Container within ten (10) calendar days upon expiration or termination of this Agreement, except in the case where Contractor has been granted an extension of the Term of the Agreement or Contractor has been granted a subsequent agreement authorizing Contractor to Collect and Transport the type or types of materials for which the Roll-Off Container was used pursuant to this Agreement.

6.5 Personnel

A. **General.** Contractor shall furnish such qualified drivers, maintenance, supervisory, Customer service, clerical, and other personnel that may be necessary to provide the services required by this Agreement in a safe and efficient manner. Contractor shall submit to the Authority's Contract Manager the phone number and names of personnel designated to be contacted in cases of emergencies.

B. **Driver Qualifications.** All drivers shall be trained and qualified in the operation of Roll-Off Collection Trucks and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class B California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

C. **Safety Training.** Contractor shall provide suitable operational and safety training for all of its employees who operate Roll-Off Collection Trucks or equipment or who are otherwise directly involved in Collection. Within three Business Days of the Authority Contract Manager's written request, Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

D. **Employee Conduct and Courtesy.** Contractor shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in Customer courtesy, prohibit the use of loud or profane language, and instruct Collection employees to perform the work as quietly as possible. If any employee is found not courteous or performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures and shall pay the Authority Liquidated Damages, as described in Section 11.4 and Exhibit A.

6.6 Hazardous Waste and Unpermitted Waste Inspection and Handling

A. **Response to Hazardous Waste and Excluded Materials Identified during Collection.** If Contractor determines that material placed in any Roll-Off Container for Collection is Hazardous Waste and/or Excluded Material that may not legally be Disposed of at the Designated Disposal Site or handled at the Certified C&D Debris Processing Facility, or presents a hazard to Contractor's employees, Contractor shall refuse to accept such material. Contractor shall make reasonable efforts to identify and notify the Customer. Under no circumstances shall Contractor's employees knowingly Collect Hazardous Waste and/or Excluded Material.

If Hazardous Wastes and/or Excluded Materials are found in a Roll-Off Container that could possibly result in imminent danger to people or property, Contractor shall immediately notify the Fire Department using the 911 emergency number.

Contractor shall notify the Authority of any Hazardous Waste and/or Excluded Materials identified in Roll-Off Containers or left at any Premises within twenty-four (24) hours of identification of such material.

B. **Response to Hazardous Wastes Identified at the Approved Processing Site(s).** If Hazardous Waste and/or Excluded Material are delivered to an Approved Facility by Contractor before its presence is detected, and the Generator cannot be identified or, after Contractor request, fails to remove such material, Contractor shall arrange for the proper Disposal of such material. Contractor may make a good faith effort to recover the cost of Disposal and the cost of such effort from the Generator, as such costs shall be chargeable to the Generator.

C. **Regulations and Record Keeping.** Contractor shall comply with emergency notification procedures required by Applicable Law and regulations. All records required by regulations shall be maintained at Contractor's facility. These records shall include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records.

6.7 Communication and Cooperation with Authority

A. **Communications.** If requested, Contractor shall meet with the Authority or its agent to discuss service issues.

B. **Inspection by the Authority**. The Authority, or its designated representatives, shall have the right to observe and review Contractor's operations and enter Contractor's Premises for the purposes of such observation and review during reasonable hours without advance notice. This shall include inspection of Contractor-provided Roll-Off Containers at the location where service is provided to the Customer(s).

C. **Cooperate with Authority-Initiated Studies.** Contractor shall cooperate with and assist the Authority or its agent with the performance of Authority-initiated studies of Permitted Materials such as, but not limited to, waste characterization and composition studies.

ARTICLE 7
RECORD KEEPING AND REPORTING

7.1 General

7.1.1 Maintenance of Records

Contractor shall maintain full and complete financial and accounting records pertaining to cash receipts, billing, and Recycling, Processing, and Disposal transactions for this Agreement. Such records shall be prepared on an accrual basis in accordance with generally accepted accounting principles and made

available in Contractor's local offices. Such records shall be subject to audit and inspection by the Authority and its authorized officers, agents, or employees, at any reasonable time at Contractor's local office, for the primary purpose of reviewing billing operations, accounts receivable, Recycling, Processing, and Disposal fee charges, and compliance with service classifications. The gross revenues derived from the services provided for under this Agreement, whether such services are performed by Contractor or by a Subcontractor(s), shall be recorded as revenues in the accounts of Contractor.

To the extent requirements are set out in this and other Articles of this Agreement, they shall not be considered limiting or necessarily complete.

7.1.2 Retention of Records

Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus three (3) years after its expiration or earlier termination. Records and data shall be in chronological order and readily and easily interpreted.

7.1.3 Inspection of Records

Contractor's cash receipts, billing, and Recycling, Processing, and Disposal records shall be available at Contractor's local office at any time during regular business hours for inspection and audit by the Authority Contract Manager during the Term of this Agreement and for a period of three (3) years following the expiration or termination of the Agreement.

7.1.4 Record Security

Contractor shall maintain adequate record security to preserve electronic records from events that can be reasonably anticipated, such as fires, thefts, and earthquakes. Maintained data and records shall be protected and backed-up.

7.2 Records

7.2.1 Financial and Operational Records

At a minimum, the following operational records shall be maintained by Contractor for the Authority relating to:

A. Customer account information and billing records.

B. Tonnage of material Collected by type, including, but not limited to, Permitted Materials, Organic Materials, Recyclable Materials, and Solid Waste listed by the Approved Facility where such materials were delivered.

C. Tonnage of Permitted Materials Diverted from Disposal by Contractor and supporting documentation.

D. Diversion rate, which shall equal the total Tonnage Collected by Contractor and Diverted from Disposal by Contractor divided by the total Tonnage Collected by Contractor, multiplied by one

hundred (100), listed separately by month for the previous quarter. Tonnage Diverted shall reflect Permitted Materials Processed less Residue Disposed.

E. Residue levels of Processed materials.

F. Weight tickets from: (i) Designated Disposal Site documenting the Tonnage of C&D Debris intended for Disposal, Collected within the Authority Service Area, and delivered to the Designated Disposal Site; (ii) Certified C&D Debris Processing Facility(ies) documenting the Tonnage of Mixed C&D Debris Collected within the Authority Service Area and delivered to the Certified C&D Debris Processing Facility(ies); (iii) Source Separated Recycling Facility(ies) documenting the Tonnage of Source Separated C&D Debris Collected within the Authority Service Area and delivered to the Source Separated Recycling Facility(ies); and, (iv) any other facilities documenting the Tonnage of Permitted Materials Collected with the Authority and delivered for Recycling or reuse. All weight tickets shall be provided with a unique vehicle number, date, and time.

Contractor shall provide such records to the Authority upon request.

7.2.2 Customer Records

Contractor shall maintain accurate and complete records containing the number and types of accounts serviced by Contractor. The records shall contain, at a minimum, the Customer's name, phone number, address of Roll-Off Container delivery and/or Collection location, date of delivery and/or Collection, itemized listing of services performed, type of Permitted Material Collected, Tonnage Collected, and the amount charged to provide services. Contractor shall provide such records to the Authority upon request.

7.2.3 CERCLA Defense Records

The Authority views its ability to defend itself against CERCLA and related litigation as a matter of great importance. For this reason, the Authority regards its ability to prove where Permitted Materials Collected by Contractor are taken and not taken for Processing, Recycling, or Disposal as a matter of concern. Contractor shall maintain, retain, and preserve records that can establish where Collected Permitted Materials were Processed, Recycled, and Disposed (and therefore establish where they were not Processed, Recycled, and Disposed). This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain such records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide such records to the Authority upon request or at the end of the record retention period, rather than destroying or Disposing of them, in an organized and indexed manner.

7.3 General Reporting Requirements

The format of each report shall be designated by the Authority. Contractor may propose alternative report formats if Contractor can demonstrate to the satisfaction of the Authority Contract Manager that the alternative report formats will achieve the Authority's objectives and reduce the effort for both Contractor and the Authority. Contractor agrees to submit all reports by email in a format compatible with Authority's software and computers at no additional charge. Contractor will provide a certification statement, under penalty of perjury by the responsible Contractor official, that the report being submitted is true and correct to the best knowledge of such official, after their reasonable inquiry.

Contractor shall submit reports within twenty (20) calendar days after the end of each quarter. If Contractor does not submit the reports by the dates required in this Article, Contractor shall pay the Authority Liquidated Damages, as described in Section 11.4 and Exhibit A.

Contractor shall submit all reports via email in a Microsoft Excel-based format to:

Authority Contract Manager
West Valley Solid Waste Management Authority
authority@westvalleyrecycles.com

7.4 Reports

Contractor's reports shall present the following information.

A. **Total Tonnage**. Total Permitted Materials Tonnage Collected by Contractor within the Authority Service Area during the previous quarter, listed separately by month, material type, and the Approved Facility(ies) used.

B. **Diverted Tonnage**. Permitted Materials Tonnage Collected by Contractor within the Authority Service Area that was Diverted during the previous quarter, listed separately by month, material type, and the Processing facility(ies) used.

C. **Disposed Tonnage**. Permitted Materials Tonnage Collected by Contractor within the Authority Service Area that was Disposed of during the previous quarter, listed separately by month.

D. **Diversion Rate**. Total Tonnage Collected by Contractor and Diverted from Disposal divided by the total Tonnage Collected by Contractor, multiplied by one hundred (100), for the previous month. Tonnage Diverted shall reflect Permitted Materials Processed less Residue Disposed.

E. **Disposal and Processing Locations.** A list of the names and addresses where Permitted Materials Collected within the Authority Service Area during the previous month were Diverted and Disposed. Such list shall include the amount of Permitted Materials Tonnage Diverted and/or Disposed at each location during the previous month, listed separately by material type.

F. **Revenues.** Gross revenues (e.g., cash receipts) earned on all Roll-Off Container Collection services provided to Customers within the Authority Service Area during the previous quarter, listed separately by month.

G. **Compliance Documentation.** Updated insurance certificates and business licenses.

H. **Account Information.** In table format, the name and service address for Customers within the Authority Service Area and number of Roll-Off Containers serviced per month, listed by Roll-Off Container size, and listed separately by Permitted Material type.

I. **Contractor Officers and Board Members.** A list of Contractor's officers and members of its board of directors (only required with the January quarterly report each year or in the event of a change in the officers or board members).

It is the desire of the Authority to track the above required information on an ongoing basis throughout the Term of this Agreement. The Authority reserves the right to request additional reports from Contractor. Upon the Authority's request, Contractor shall also provide the information required above for an additional time period.

7.5 Authority Contract Manager

The Authority Contract Manager shall be responsible for the monitoring and administration of this Agreement. Contractor shall meet and confer with the Authority Contract Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient and effective manner consistent with the stated objectives of this Agreement.

From time to time, the Authority Contract Manager may designate other agents of the Authority or Member Agencies to work with Contractor on specific matters. In such cases, those individuals shall be considered designees of the Authority Contract Manager for those matters for which they have been engaged. Such designees shall be afforded all of the rights and access granted thereto. In the event of a dispute between the Authority Contract Manager's designee and Contractor, the Authority Contract Manager's determination shall be conclusive.

In the event of dispute between the Authority Contract Manager and Contractor regarding the interpretation or performance of services under this Agreement, the Authority Contract Manager's determination shall be conclusive, except where such determination results in a material impact to Contractor's revenue and/or cost of operations. In the event that a dispute between the Authority Contract Manager and Contractor results in such material impact to Contractor, Contractor may appeal the determination of the Authority Contract Manager to the Authority Board of Directors, whose determination shall be conclusive. For the purposes of this Section, "material impact" is an amount equal to or greater than one percent (1%) of Contractor's annual gross revenues under this Agreement.

ARTICLE 8
REGULATORY FEES AND OTHER FEES

8.1 General

Contractor shall collect the fees described in this Article from Customers through Contractor's regular billings and remit collected amounts to the Authority on an annual and monthly basis, as described in Section 8.5.

8.2 Administrative Fee

Contractor shall pay an annual Administrative Fee to the Authority in the amount of two thousand five hundred dollars ($2,500). Contractor shall pay also a monthly Administrative Fee to the Authority based on the number of Roll-Off Container pulls performed by Contractor. The amount of the monthly Administrative Fee shall be twenty-five dollars ($25) per pull of all material types paid in equal monthly installments.

The Authority shall use the Administrative Fees to offset expenses, including staffing costs related to contract management, compliance, and monitoring, and enforce the Agreement with respect to any violations by third parties, including initiating and/or assisting in prosecuting enforcement actions. The Authority shall retain the sole right to set priorities for its contract monitoring and enforcement among Authority personnel.

8.3 Other Fee

The Authority may set other fees or adjust the fees established in this Article from time to time during the Term of this Agreement.

8.4 Adjustment to Fees

The Authority may adjust the fees established in this Article annually, each July 1, during the Term of this Agreement.

8.5 Payment Schedule and Late Fees

A. **Annual Fees.** On or before July 25 of each year during the Term of the Agreement, Contractor shall remit to the Authority the annual Administrative Fee and other annual fees, as described in this Article. If such remittance is not paid to the Authority on or before July 25 of any year, Contractor shall pay, in addition to the amount owed to the Authority, two percent (2%) of the amount owing for that year, plus an additional two percent (2%) owing on any unpaid balance for each following thirty- (30-) calendar day period the fee remains unpaid.

B. **Monthly Fees.** On or before the twenty-fifth (25^{th}) day of each month during the Term of this Agreement, Contractor shall remit to the Authority the monthly Administrative Fees and other monthly fees, as described in this Article. If such remittance is not paid to the Authority on or before the twenty-fifth (25) day of any month, Contractor shall pay, in addition to the amount owed to the Authority, two percent (2%) of the amount owing for that month, plus an additional two percent (2%) owing on any unpaid balance for each following thirty- (30-) calendar day period the fee remains unpaid.

C. **Statements.** Each remittance to the Authority shall be accompanied by a statement itemizing each fee paid; detailing calculation of all fees; and stating actual gross revenues (e.g., cash receipts) for the monthly or annual period collected from all operations conducted or permitted by this Agreement. Each monthly remittance shall also state the number and size of Roll-Off Containers serviced by Contractor for the monthly period.

Contractor shall provide each remittance, including all supporting documentation, to:

Attn: West Valley Solid Waste Management Authority
City of Campbell – Finance Department
City Hall
70 N. First St.
Campbell, CA 95008

8.6 Errors in Payment of Fees

If Contractor believes it has paid Administrative Fees or other fees as described in this Article, in excess of the fees due to the Authority, Contractor may submit a request for refund to the Authority Contract Manager. If proof of overpayment is satisfactory to the Authority Contract Manager, the Authority Contract Manager shall authorize the Authority to refund the overpayment to Contractor for a period no greater than 12 months prior to receiving submitted request. Contractor shall not apply any overpayment as a credit against any Administrative Fees or other amounts payable to the Authority, unless specifically authorized to do so by the Authority Contract Manager in writing.

If the Authority believes Contractor has underpaid Administrative Fees or other fees as described in this Article that are due to the Authority, the Authority may submit a request for payment to the Authority Contract Manager. If proof of underpayment is satisfactory to Contractor, Contractor shall authorize the payment to the Authority for a period no greater than three (3) years prior to receiving submitted request.

ARTICLE 9
CONTRACTOR'S COMPENSATION AND RATES

9.1 Contractor's Compensation

Contractor's compensation for performance of all its obligations under this Agreement shall be the actual Rate revenues paid to Contractor (e.g., cash receipts) by Customers that obtained Contractor's Collection services, less fees dues to the Authority in accordance with Article 8.

Contractor's compensation provided for in this Article shall be the full, entire, and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, Processing, and Disposal fees, regulatory fees, Authority fees, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services in the manner required by this Agreement.

If Contractor's costs are more than Contractor's compensation, Contractor shall not be compensated for the difference in costs and revenues. If Contractor's costs are less than Contractor's compensation, Contractor shall retain the difference.

9.2 Contractor's Rates

Contractor shall set the Rates it charges its Customers for Roll-Off Container Collection services. In the event that the number of parties authorized by the Authority to provide Permitted Materials Collection services through Non-Exclusive Franchise Agreements is less than three (3), the Authority Board of Directors may establish maximum Rates for the services provided by such non-exclusive C&D Debris contractors.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnification

Contractor shall indemnify, defend with counsel acceptable to the Authority, protect, and hold harmless the Authority and each of its Member Agencies, officers, officials, employees, volunteers, and agents (collectively, "Indemnitees") from and against all claims, damages (including, but not limited to, special, consequential, natural resources, and punitive damages), injuries, costs, (including, without limitation, any and all response, remediation, and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interests, fines, charges, penalties, and expenses (including, without limitation, attorneys' expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever (collectively, "Damages") paid, incurred by, suffered by, or asserted against Indemnitees arising from or attributable to the acts or omissions of Contractor, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, except such loss or damage that was caused by the sole negligence or willful misconduct of the Authority.

Contractor's duty to defend and indemnify herein shall include Damages arising from or attributable to any operations, repairs, clean-up, detoxification, or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste Collected in the Authority Service Area. The foregoing is intended to operate as an agreement to defend and indemnify and hold harmless Indemnitees to the full extent permitted for liability, pursuant to Section 107(e) of CERCLA 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364.

In addition, Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by the California Department of Resources Recycling and Recovery, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of the Act are not met by Contractor with respect to the Permitted Materials Collected under this Agreement, and such failure is due to Contractor delays in providing information that prevents Contractor or the Authority from submitting reports required by the Act in a timely manner.

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

10.2 Insurance

10.2.1 Minimum Scope of Insurance

Contractor's insurance coverage shall be at least as broad as:

A. Insurance Services Office Commercial General Liability coverage.

   1. Personal injury

   2. Contractual liability

B. Insurance Services Office covering Automobile Liability, code l "any auto."

C. Worker's Compensation insurance, as required by the Labor Code of the State and Employers Liability insurance.

D. Such other insurance coverages and limits that may be required by the Authority.

10.2.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

A. **General Liability:** $2,000,000 each occurrence for bodily injury and property damage; $1,000,000 for personal and advertising injury; $2,000,000 products and completed operations aggregate, and $2,000,000 general aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. **Automobile Liability:** $1,000,000 per accident for bodily injury and property damage.

C. **Workers' Compensation:** Workers' compensation limits required by the Labor Code of the State.

D. **Employer's Liability:** $1,000,000 each accident for bodily injury.
$1,000,000 disease each employee.
$1,000,000 disease policy limit.

10.2.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority and its Member Agencies, officers, officials, employees, agents, and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10.2.4 Other Insurance Provisions

Contractor's policies shall contain, or be endorsed to contain, the following provisions:

A. **General Liability and Automobile Liability Coverages**

1. The Authority and its Member Agencies, officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; Premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Authority and its Member Agencies, officers, officials, employees, agents, or volunteers. The automobile liability shall be endorsed to contain MCA-90 coverage.

2. Contractor’s insurance coverage shall be primary insurance as respects the Authority and its Member Agencies, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Authority and its Member Agencies, officers, officials, employees, agents, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority and its Member Agencies, officers, officials, employees, agents, or volunteers.

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

B. **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Authority and its Member Agencies, officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor for the Authority.

C. **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either Party or reduced in coverage or in limits, except after thirty (30) calendar days’ prior written notice by certified mail, return receipt requested, has been given to the Authority.

10.2.5 Acceptability of Insurers

The insurance policies required by this Article shall be issued by an insurance company or companies authorized to do business in the State and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

10.2.6 Verification of Coverage

Contractor shall furnish Contractor’s insurance agent with a copy of the specifications outlined in this Article and direct the agent to provide the Authority with certificates of insurance and original endorsements affecting coverage, as required by this clause. Issuance of documentation indicates Contractor’s insurance complies with such provisions. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Authority before work commences. The Authority may require complete, certified copies of all required insurance policies at any time.

10.2.7 Required Endorsements

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

"Thirty calendar days’ prior written notice shall be given to the Authority in the event of cancellation, reduction in coverage, or non-renewal of this policy.”

B. The General Liability, Employer's Liability, and Automobile Liability policies shall contain endorsements in substantially the following form:

1. "Thirty calendar days' prior written notice shall be given to the Authority in the event of cancellation, reduction in coverage, or non-renewal of this policy."

2. "The Authority and its Member Agencies, officers, officials, employees, agents, and volunteers are additional insureds on this policy."

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

4. "Inclusion of the Authority as an insured shall not affect the Authority's rights as respects any claim, demand, suit, or judgment brought or recovered against Contractor. This policy shall protect Contractor and the Authority in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Contractor's liability, as set forth in the policy, beyond the amount shown or to which Contractor would have been liable if only one Party had been named as an insured."

10.2.8 Delivery of Proof of Coverage

Simultaneously with the execution of this Agreement, Contractor shall furnish the Authority certificates of each policy of insurance required hereunder, in form and substance satisfactory to the Authority. Such certificates shall show the type and amount of coverage, effective dates, and dates of expiration of policies and shall have all required endorsements. If the Authority requests copies of each policy, together with all endorsements, such copies shall be promptly delivered to the Authority.

Contractor shall annually furnish renewal certificates to the Authority to demonstrate maintenance of the required coverages throughout the Term.

10.2.9 Other Insurance Requirements

A. If any services are delegated to a Subcontractor, Contractor shall require such Subcontractor to provide statutory Workers' Compensation insurance and Employer's Liability insurance for all of the Subcontractor's employees engaged in the work, in accordance with Subsections 10.2.2.C, 10.2.2.D, and 10.2.4.B. Contractor shall also require such Subcontractor to provide Automobile Liability insurance for all of the Subcontractor's vehicles engaged in the work, in accordance with Subsection 10.2.2.B. The General Liability insurance required by Subsection 10.2.2.A shall cover all Subcontractors or the Subcontractor must furnish evidence of insurance provided by such Subcontractor meeting all of the requirements of this Section.

B. If at any time during the Term of the Agreement, including any extension, Contractor or any of its Subcontractors fail to maintain any required insurance in full force and effect, Contractor shall be in breach of the Agreement until notice the Authority receives notice that the required insurance has been restored to full force and effect and that the premiums have been paid for a period satisfactory to the Authority. Any failure to maintain the required insurance shall be sufficient cause

for the Authority to terminate this Agreement. No action taken by the Authority pursuant to this Section shall in any way relieve Contractor of its responsibilities under this Agreement.

C. Contractor shall comply with all requirements of the insurers' issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against Contractor or any Subcontractor because of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the insurance carrier and to the Authority.

D. The General Liability, Automobile Liability, and Employer's Liability insurance policies shall be written on an "occurrence," rather than a "claims-made" basis.

ARTICLE 11
DEFAULT AND REMEDIES

11.1 Events of Default

Each of the following shall constitute an event of default hereunder:

A. **Fraud or Deceit**. Contractor, its Affiliates, any Subcontractor, or any other Person employed by or with an ownership interest in Contractor, its Affiliates, or any Subcontractor practices, or attempts to practice, any fraud or deceit upon the Authority, including, but not limited to, any representation or disclosure made to the Authority by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement that proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and, any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.

B. **Acts or Omissions**. Contractor commits any other act or omission that violates the terms, conditions, or requirements of this Agreement or Applicable Law and: (i) Contractor does not correct or remedy such violation within the time set in the written notice of the violation; or, (ii) if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, Contractor does not commence correction or remediation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

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

D. **Insolvency, Bankruptcy, Seizure, or Attachment**. Contractor becomes insolvent, unable, or unwilling to pay its debts, upon entry of an order for relief in favor of Contractor in a bankruptcy proceeding, or upon a seizure of, attachment of, or levy on, some or all of Contractor's operating equipment, including, without limitation, its equipment, maintenance or office facilities, Approved

Facility(ies), or any part thereof of such proportion as to substantially impair Contractor's ability to perform under this Agreement and that cannot be released, bonded, or otherwise lifted within forty-eight (48) hours, excluding weekends and Holidays.

E. **Failure to Pay or Report**. Contractor fails to make any payments to the Authority required under this Agreement, including payment of Administrative Fees or Liquidated Damages, and/or refuses to provide Authority with required information, reports, and/or records in a timely manner, as provided for in this Agreement.

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

G. **Failure to Maintain Business License**. Contractor fails to provide or maintain a business license in the City/Town of the Member Agencies wherein it is providing services.

H. **Failure to use Approved Facility**. Contractor fails to deliver C&D Debris intended for Disposal to the Designated Disposal Site or Mixed C&D Debris intended for Processing to a Certified C&D Debris Processing Facility, as required by this Agreement.

I. **Failure to Perform Any Obligation**. Contractor fails to perform any obligation established under this Agreement.

11.2 Right To Terminate Upon Default

Upon the Authority's identification of a default by Contractor, the Authority may terminate this Agreement within ten (10) calendar days of the default, but no later than one hundred eighty (180) calendar days after the default. Such termination shall be effective ten (10) calendar days following the Authority's written notice to Contractor, and such termination shall be effective without the need for any hearing, suit, or legal action.

11.3 Authority's Remedies Cumulative; Specific Performance

The Authority's right to terminate the Agreement under Section 11.2 is not exclusive, and the Authority's termination of the Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies that the Authority may have.

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

11.4 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 that shall be incurred by the Authority as a result of a breach by Contractor of its obligations under this Agreement. The factors

relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity, which are incapable of measurement in precise monetary terms; (iii) 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 and other remedies for such breaches are, at best, a means of future correction and not remedies that 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 Permitted Materials Collection service is of utmost importance to the Authority and that Authority has considered and relied on Contractor's representations as to its commitment to quality of service in executing this Agreement. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that, if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, the Authority 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 that Authority will suffer. Therefore, without prejudice to the Authority's right to treat such non-performance as an event of default under this Article, the Parties agree that the Liquidated Damages amounts established in Exhibit A of this Agreement 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 the Authority that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

C. **Determination of Events.** Authority may determine the occurrence of events giving rise to Liquidated Damages through the observation of its own employees or representatives or Member Agencies' employees or representatives or through investigation of complaints by Customers, Occupants, and Generators.

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

E. **Payment.** Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in Exhibit A.

F. **Amount.** The Authority may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit A, subject to annual adjustment.

G. **Timing of Payment**. Contractor shall pay any Liquidated Damages assessed by the Authority within ten (10) calendar days of the date the Liquidated Damages are assessed. If they are not paid within the ten- (10-) calendar day period, the Authority may order the termination of the rights or "franchise" granted by this Agreement.

11.5 Conditions Upon Termination

In the event this Agreement is terminated under the provisions of this Article, the following conditions shall be effective:

A. **Prohibit Roll-Off Container Collection Services.** Contractor shall have no right or authority to engage in Permitted Materials Collection services in the Authority Service Area for a period of five (5) years from the date of termination. After five (5) years, should Contractor provide proof that the event causing Contractor to default under this Agreement has been corrected, Contractor may reapply for a Non-Exclusive Franchise Agreement, and the Authority, at its sole and complete discretion, may reinstate Contractor based on review of its reapplication.

B. **Continuing Liabilities.** Contractor shall remain liable to the Authority for:

1. Fees due in accordance with Article 8 that would otherwise be payable by Contractor.

2. Liquidated Damages assessed, pursuant to Section 11.4.

3. Reports required by Article 7 for Roll-Off Container Collection activities performed by Contractor, up to and including the date of termination.

4. Indemnity obligations under Section 10.1.

5. Record keeping and retention obligations under Sections 7.1 and 7.2.

C. **Release Customers and Generators from Obligations.** Contractor shall allow Permitted Materials Generators served by Contractor to arrange for Permitted Materials Collection services with a hauler authorized to perform such services, without penalty or liability for breach of any contract between Contractor and its Customers or Generators.

D. **Remove Roll-Off Containers.** Contractor shall remove all of Contractor's Roll-Off Containers from all of Contractor's Collection locations within ten (10) calendar days and shall properly Recycle, Process, or Dispose of Permitted Materials in such Roll-Off Containers.

ARTICLE 12
OTHER AGREEMENTS OF THE PARTIES

12.1 Relationship of Parties

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by the Authority and not as an officer or employee of the Authority, or as a partner of, or joint venturer with, the Authority. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of the Authority. Except as expressly provided herein, Contractor shall have control over the manner and means of conducting the Roll-Off Container Collection services performed under this Agreement and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and agents. Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to Authority employees by virtue of their employment with the Authority.

12.2 Permits and Licenses

Contractor shall obtain and maintain, at Contractor's sole cost and expense, all permits and licenses applicable to Contractor's operations under this Agreement that are required by any governmental agency.

12.3 Compliance with Law

Contractor shall, at all times, at its sole cost, comply with Applicable Law.

12.4 Governing Law

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

12.5 Jurisdiction

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the individual Member Agencies in the State, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in the Authority Service Area.

12.6 Binding on Successors

The provisions of this Agreement shall inure to the benefit of, and be binding on, the successors and permitted assigns of the Parties.

12.7 Assignment

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. In the event Contractor seeks to assign its rights or delegate or transfer its obligations under this Agreement, the Authority may withhold its consent within its sole discretion for any reason or no reason. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement. Under no circumstances shall any assignment be considered by the Authority if Contractor is in default at any time during the period of consideration.

12.8 Parties in Interest

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

12.9 Waiver

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either Party of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

12.10 Notice Procedures

All notices, demands, requests, proposals, approvals, consents, and other communications that this Agreement requires, authorizes, or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the addresses below or deposited in the United States mail, first class postage prepaid, addressed as follows:

A. **If to the Authority:**

Executive Director
West Valley Solid Waste Management Authority
1821 S Bascom Ave. #405
Campbell, CA 95008

B. **If to Contractor:**

_____

_____

_____

_____

The address to which communications shall be delivered may be changed from time to time by a notice given in accordance with this Section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail.

12.11 Representatives of the Parties

References in this Agreement to the "Authority" shall mean the Authority's elected body and all actions to be taken by the Authority, except as provided below. The Authority may delegate authority, in writing, to the Authority Contract Manager and/or to other Authority officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform the Authority in writing of such designation and of any limitations upon their authority to bind Contractor. The Authority may rely upon action taken by such designated representative as actions of Contractor, unless they are outside the scope of the authority delegated to them by Contractor and as communicated to the Authority.

12.12 Criminal Activity of Contractor

12.12.1 Criminal Activity

For purpose of this Section, Criminal Activity shall mean any of the following events or circumstances:

A. **Convictions.** The entry against any Contractor Party or its officers of a criminal conviction or a permanent mandatory or prohibitory injunction from a court, municipality, or regulatory agency of competent jurisdiction, based on acts taken in their official capacity on behalf of Contractor with respect to:

1. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement related to Permitted Materials services of any kind, including this Agreement or any amendment thereto.

2. Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency.

3. 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.

4. Unlawful Disposal of Hazardous Wastes that any Contractor Party knew or should have known.

5. 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.

6. Violation of securities laws.

7. Felonies.

B. **Pleas.** Entry of a plea of "guilty," "nolo contendere," or "no contest" by a Contractor Party based on acts taken in their official capacity on behalf of Contractor with respect to the conduct described in preceding Subsection 12.12.1.A.

12.12.2 Notice

Contractor shall notify the Authority in writing within five (5) calendar days of occurrence of any Criminal Activity by any Contractor Party.

12.12.3 Contractor's Cure

Upon occurrence of any Criminal Activity, Contractor shall immediately do or cause to be done all of the following:

A. Terminate from employment or remove from office any offending individual Contractor Party, unless otherwise directed or ordered by a court or regulatory agency of competent jurisdiction or authority, and unless that termination would constitute a breach of any labor agreement entered into by Contractor.

B. Eliminate participation by any offending individual Contractor Party in any management, supervision, or decision activity that affects or could affect, directly or indirectly, the performance of Contractor under this Agreement.

12.12.4 Transfer and Hiring

Contractor shall not allow or cause to be allowed the hire or transfer of any individual from any Parent Company, subsidiary company, or business entity of Contractor who has committed Criminal Activity as a Contractor representative, field supervisor, officer, or director who is directly or indirectly responsible for performance of this Agreement without obtaining prior written consent of the Authority, following full disclosure to the Authority of the facts and circumstances surrounding such Criminal Activity.

12.12.5 Authority's Remedy

In the event of any occurrence of Criminal Activity, the Authority, in its sole discretion, may terminate the Agreement within thirty (30) calendar days' written notice to Contractor, or may impose other sanctions, which may include financial sanctions, temporary suspensions, or any other condition deemed appropriate short of termination, as the Authority will deem proper, in either the following events:

A. Contractor fails to comply with the foregoing obligations of this Section.

B. The Criminal Activity concerns or relates directly or indirectly to this Agreement.

Contractor shall be given the opportunity to present evidence in mitigation during the thirty (30) calendar day notice period.

12.13 Acknowledgment of Public Resources Code Section 49523 Notice

Nothing in this Agreement shall be construed as providing Contractor with the five- (5) year noticing rights required under PRC 49520. The Parties agree that the provisions of PRC 49523 apply instead.

ARTICLE 13
MISCELLANEOUS AGREEMENTS

13.1 Entire Agreement

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

13.2 Section Headings

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

13.3 References to Laws

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

13.4 Interpretation

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

13.5 Pronouns and Plurals; Tense

When not inconsistent with the context, words and phrases used in the present tense include the future and words and phrases used in the singular number include the plural number. Whenever the context may require, any pronoun used in this Agreement shall include the neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

13.6 Text to Control

The captions of the Articles or Sections in this Agreement are for convenience only and in no way define, limit, extend, or describe the scope or intent of any of the provisions hereof, and shall not be deemed part of this Agreement and shall not be used in construing or interpreting this Agreement.

13.7 Amendment

This Agreement may not be modified or amended in any respect, except in writing signed by the Parties.

13.8 Severability

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

13.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original.

13.10 Exhibits

Each of the Exhibits identified as Exhibit “A” through “C” is attached hereto and incorporated herein and made a part hereof by this reference.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto in Santa Clara County, California on the day and year first above written.

AUTHORITY

_____
Authority Contract Manager

APPROVED AS TO FORM:

_____
Authority Attorney

ATTEST:

_____
Secretary of the Board

CONTRACTOR

_____
Name

_____
Title

_____
Address

EXHIBIT A:
SCHEDULE FOR LIQUIDATED DAMAGES

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EXHIBIT A:
SCHEDULE FOR LIQUIDATED DAMAGES

Contractor may be assessed Liquidated Damages if Contractor fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the Agreement, with regards to the time frame for accomplishing each event and nature of the responsibility associated with the event, unless otherwise stated in this Exhibit.

1.	**Failure to Submit and Maintain Required Documents for Compliance Review.** For each occurrence of Contractor's failure to submit and maintain insurance certificates and/or Member Agency business tax licenses in full compliance.	$50/calendar day
2.	**Leaks, Litter, or Spills**. For each occurrence (over five (5) during a calendar year) of unreasonable leaks, litter, or spills of Permitted Materials near or on public streets and failure to pick up or clean up such material immediately.	$300/event
3.	**Unauthorized Collection Hours.** For each occurrence (over five (5) during a calendar year) of Collecting Permitted Materials during unauthorized hours.	$300/event
4.	**Excessive Noise.** For each occurrence (over three (3) during a calendar year) of excessive noise.	$300/event
5.	**Cleaning Collection Vehicles.** For each occurrence (over five (5) during a calendar year) for failure to keep Roll-Off Collection Trucks in a safe and sanitary condition.	$150/event
6.	**Labeling of Roll-Off Containers.** For each occurrence of Contractor's failure to correctly label Contractor-owned Roll-Off Containers in accordance with Section 6.4.D.	$500/event
7.	**Discourteous Behavior.** For each occurrence of discourteous behavior by Roll-Off Collection Truck personnel, Customer service personnel, or other employees of Contractor.	$500/event
8.	**Injuries to Others.** For each incident of personal injury to a Person requiring medical treatment or hospitalization, where the negligence of Contractor or its personnel was a contributing factor to the injury.	$5,000/incident
9.	**Quarterly Reports.** For each failure to submit quarterly reports in the timeframe specified in this Agreement.	$300/calendar day*
10.	**Report Hazardous Waste**. For each failure to notify the appropriate authorities of reportable quantities of Hazardous Waste.	$500/event
11.	**Report Excluded Material**. For each failure to notify the appropriate authorities of reportable quantities of Excluded Material.	$500/event
12.	**Delivery to Non-Approved Facility.** Each occurrence of delivering materials to a Facility other than the applicable Designated Facility or Approved Facility.	$1,000/load
13.	**Failure of Other Obligations.** Failure to perform any of the obligations set forth in this Agreement not specifically stated above and not corrected or proceeding in good faith to correct within 24 hours upon 24-hour notification by the Authority.	$150/for each obligation per calendar day until obligation is performed
14.	**Diversion Noncompliance.** For each instance of failure to meet Diversion requirements set forth in Section 5.6.	$200/ton

* Quarterly reports shall be considered late until such time as a correct and complete

monthly report is received by the Authority. For each calendar day a report is late, the daily Liquidated Damage shall be as indicated in the quarterly reports Section in the table above.

Should the Authority Contract Manager determine that Contractor is noncompliant with the provision(s) of this Agreement, as provided in this Exhibit, the Authority Contract Manager may, but is not required, to develop a corrective action plan, or may require Contractor to develop a corrective action plan for Authority Contract Manager approval. Failure to meet the mutually agreed upon plan development, review timelines specified in the corrective action plan schedule, demonstrate a good faith effort to do so, or demonstrate achievement of compliance within the Franchise Agreement will result in the Authority Contract Manager's recommendation to the Authority Board of Directors to assess Liquidated Damages.

Liquidated Damages shall be subject to an annual adjustment on March 1 of each year based on the annual change in CPI-U. The annual change shall be calculated as the Average Index Value for the most recently available calendar year minus the Average Index Value for the prior calendar year with the result to be divided by the Average Index Value for the prior calendar year.

In placing 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.

Contractor	Authority
Initial Here: _____	Initial Here: _____

EXHIBIT A:
SCHEDULE FOR LIQUIDATED DAMAGES

EXHIBIT B:
SECRETARY'S CERTIFICATION

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EXHIBIT B:
SECRETARY'S CERTIFICATION

The undersigned, being the Secretary of _____, a
Company Name
California corporation ("the Company"), do 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 _____ be, and hereby is, authorized to
Name of Designated Representative
execute, by and on behalf of the Company, any and all agreements, instruments, documents, or papers, as they may deem appropriate or necessary, pertaining to or relating to the Non-Exclusive Franchise Agreement between the West Valley Solid Waste Management Authority and Company for C&D Debris Collection Services and that any such action taken to date is hereby ratified and approved.

Dated: _____

_____
Signature

_____
Title

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EXHIBIT C:
STATEMENT OF APPLICANT'S UNDERSTANDING AND REPRESENTATIONS

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EXHIBIT C:
STATEMENT OF APPLICANT'S UNDERSTANDING AND REPRESENTATIONS

The undersigned (who is duly authorized to bind the company submitting this application) has reviewed the requirements of the Non-Exclusive Franchise Agreement for C&D Debris Collection Services and its Exhibits and reference documents. In addition, the undersigned attests that this application and any other supplementary information submitted with this application do not: i) contain any untrue statement of a material fact, (ii) contain inaccurate or misleading information, or (iii) omit to state a necessary material fact that makes the statements made, in light of the circumstances in which they were made, not misleading.

Print Name

Date

Title

Company Name

Signature

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WEST VALLEY
Solid Waste Management Authority
CAMPBELL • LOS GATOS • MONTE SERENO • SARATOGA

Agenda Item No. 2

Meeting Date: September 3, 2026

To: West Valley Solid Waste Management Authority Board

From: Executive Director

Subject: Bulky Item Collection Program

AGENDA ITEM REPORT

Recommended Action

Receive a report on the implementation of reuse and hard-to-recycle materials into Waste Connections of California Inc., d/b/a West Valley Collection & Recycling's (WVC&R's) bulky item collection program.

Discussion

Background

The existing Agreement between the West Valley Solid Waste Management Authority (Authority) and WVC&R for Organic Materials, Recyclable Materials, and Solid Waste Collection Services and Organic Materials and Recyclable Materials Processing (Collection Agreement) requires that WVC&R's bulky item collection program includes reuse of appropriate items. While WVC&R has implemented a bulky item collection program, they have failed to satisfy the reuse obligation. The Authority Board of Directors (Board) authorized funds in the fiscal year 2025-26 budget for the Authority to support WVC&R with implementing the reuse program. As a result, tours and interviews with six collection contractors and facilities implementing reuse programs in other jurisdictions were conducted. These tours and interviews were intended to initiate WVC&R's program by highlighting different approaches to program implementation, identifying challenges, and learning advice and techniques for success. A key takeaway from this research was that reuse programs with as many local vendors as possible were more successful than programs that relied on a single vendor to accept various materials. Additionally, some successful programs used community members as an end market via retail stores and community events.

In addition to WVC&R's requirement to incorporate reuse into the bulky item collection program, at the November 6, 2025 Authority Board Meeting, the Board was presented with WVC&R's proposal to collect hard-to-recycle materials through the bulky item collection program. This proposal was prepared in response to the Ridwell presentation at the Authority Board Meeting on November 7, 2024.

WVC&R submitted their initial implementation plan for reusable and hard-to-recycle materials collection, handling, monitoring, and reporting to the Authority in February 2026. After several meetings and revision cycles, a revised implementation plan has been developed and is included as Attachment A to this staff report.

Program Implementation

The collection and recovery of reusable and hard-to-recycle materials will be available to all single-family and multi-family residents. Prior to and throughout program implementation, the Authority will collaborate with WVC&R on all outreach strategies and educational material development.

The reuse component of the bulky item collection program will initially include indoor and outdoor furniture, bicycles, and office equipment. Residents will participate in the bulky item reuse program in the same manner as they currently participate in bulky item collection, by calling WVC&R to schedule a collection. If materials are identified as potentially reusable by the resident or customer service representative, reuse tags will be provided to the resident via mail or drop-off. Residents will leave properly labeled reusable materials to be collected curbside. Participation in this program would be at no additional cost to residents but would count as one of the bulky item collection instances allocated to each customer annually.

The hard-to-recycle materials collection program will initially include expanded polystyrene blocks, bread bag tags, tennis balls, and tires. Residents will contact WVC&R to participate in the hard-to-recycle materials collection program, at which time a branded bag for the collection of each specific material will be provided to the resident via mail or drop-off. When sufficient materials have been collected, residents will subsequently contact WVC&R for pickup. Participation in this program will be at no additional cost to residents.

WVC&R will collect reusable bulky items and hard-to-recycle materials on the same route, using the same vehicle and staff. These materials will then be transported to the Garden City Sanitation warehouse in Santa Clara for sorting and storage. A second route will then be completed to collect bulky items that are not viable for reuse. These materials will be transported directly to GreenWaste Zanker Resource Recovery Facility (Zanker) for recycling. Once sufficient volumes of reusable and hard-to-recycle materials have been collected at the warehouse, they will be delivered to or picked up from vendors for reuse and/or processing.

Targeted Multi-Family Complex Engagement

While both the hard-to-recycle and bulky item reuse programs will be available to all residents at launch, particular care will be given to multi-family complexes due to their historically low participation in the existing bulky item collection program. During the first three months of program launch, WVC&R will work with 10 to 15 multi-family complexes ranging in size, tenant base (owners or renters), and location (every jurisdiction besides Monte Sereno, which does not have any multi-family complexes). This engagement pilot will focus on driving participation by identifying and addressing challenges by tenants, property owners, and managers. Some known challenges are limited tenant knowledge of available programs, appropriate use and designation of material staging

locations, and illegal dumping. Following the three months of this engagement pilot, WVC&R will provide technical assistance to every multi-family complex in the service area with the goal of increasing participation. This targeted technical assistance will span a 12-month period.

Implementation Schedule

The attached plan includes a schedule for implementation, following the authorization of the plan by the Executive Director, which includes updating operations, training staff, conducting targeted outreach, and providing frequent updates to the Authority through monthly meetings and reports.

Ongoing Monitoring and Reporting

To ensure the ongoing resilience and effectiveness of the reuse and hard-to-recycle material program, WVC&R will conduct ongoing market development efforts to identify vendors for new materials that may be added to the program, as well as secondary vendors for materials already collected. Updates will be provided to the Authority in WVC&R's monthly reports and monthly meetings. The Authority will work closely with WVC&R to monitor program participation and evaluate program performance. As participation increases and the program matures, the Authority will assess whether expansion of services and additional resources are warranted.

Documents Attached

A. WVC&R Bulky Reuse and Hard-to-Recycle Materials Implementation Plan

Fiscal Impact

WVC&R will use resources (e.g., vehicles, staff) that were included in WVC&R's original cost proposal and, subsequently, the collection rates. Any additional costs incurred for processing non-reusable bulky items at Zanker, in lieu of disposing at the Guadalupe Landfill, will be addressed through future adjustments to collection rates.

WEST VALLEY
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WVC&R HARD-TO-RECYCLE AND REUSABLE MATERIALS PROGRAM IMPLEMENTATION SUMMARY

This document was created by West Valley Solid Waste Management Authority (Authority) in order to summarize integration of hard-to-recycle and reusable materials collection into the existing single-family and multi-family bulky item collection program by West Valley Collection & Recycling (WVC&R). This document is intended as an addendum to WVC&R's proposal and implementation plan submitted to the Authority on April 3, 2026.

Staff and Equipment

Staff: Driver (existing)

Collection Supervisor/Helper (new 0.5 FTE)

- Will accompany the driver for the scheduled bulky reuse pickups only. Authorized to determine which items qualify for reuse.
- Remaining hours per week will be dedicated to warehouse functions including but not limited to, sorting, weighing materials as necessary and administrative tasks such as reviewing driver paperwork, keeping an inventory of bulky items meant both for reuse and recycling, and any reporting assistance needed.

Warehouse and Program Manager (new 0.5 FTE)

- Responsible for organization and maintenance of the warehouse.
- Responsible for market research and development for reusable and hard-to-recycle outlets.
    - Will work closely with the existing reuse and hard-to-recycle partners to understand and align with their established material-evaluation standards.
- Train the Collection Supervisor to apply the same standards consistently during on-route materials assessments.
- Coordinate directly with each vendor to determine appropriate shipping, drop-off, and/or pickup of materials.

- For pickups: provide vendors with any necessary site access guidance, including safe entry and exit routes, parking instructions, and required on site safety practices such as PPE expectations. Any permitting or documentation needs will be addressed on a case-by-case basis as part of the vendor approval process.

Warehouse and Program Manager and Collection Supervisor/Helper roles are being filled by existing WVC&R staff until program capacity and maturity warrants hiring new staff.

Vehicles: One (1) new flatbed truck (arrived June 2026) with water-tight gaylords onboard the vehicle for hard-to-recycle materials collection.

This vehicle will be used solely for the Bulky Recycle, Bulky Reuse, and Hard-to-Recycle program. It is better equipped and more maneuverable than the original flatbed truck, which will continue to be used for container swaps/deliveries.

Eventual purchase of a box van/truck with program branding, pending program growth and Authority approval. This will be especially helpful when collecting items during inclement weather, i.e., the rainy winter season. Additionally, this truck will be critical to expand the service when the contractual 40 bulky pickups/day limit is approaching (which is expected to with this new program launch).

Routing: One (1) new flatbed truck and two (2) staff, on dedicated routes.

The customer will tag bulky items meant for reuse with the designated tags that WVC&R supplies to customers. The first route will collect reusable bulky items and hard-to recycle materials. Our Collection Supervisor will determine whether items with the reuse tag are actually viable for reuse per our partners' acceptance requirements/restrictions. Reusable bulky items and hard-to-recycle materials will be delivered to and processed at the warehouse. All other bulky items will be collected on a second route by the same driver/truck and delivered to Zanker for recycling on the same day.

Warehouse: Garden City/Milpitas Sanitation Facility (1080 Walsh Ave, Santa Clara, CA 95050)

The warehouse will have watertight gaylords to hold hard-to-recycle materials before being sent to vendors.

Hard-to-Recycle: Small cloth bags will be provided for source-separated small hard-to-recycle items such as bread tags and, once included in the program, beauty packaging, multi-layer plastics, and similar sized materials. The small cloth bags identified to

date measure approximately 7" x 17", and additional options are still being evaluated. These bags will either be natural fabric color, consistent with the example photo, or a bright blue consistent with WVC&R branding. Each bag will feature WVC&R and hard-to-recycle program branding (TBD). The bags are expected to be sourced from The Sourcing Group. Residents will also be provided tags to identify the contents of each bag.

Extra-large translucent plastic bags will be provided for the collection of expanded polystyrene (EPS) blocks. WVC&R is currently evaluating vendors to identify the most suitable option for this application. WVC&R anticipates ordering 1,000 bags in total (small cloth bags for the bread tags and extra-large plastic bags for the EPS blocks). As new acceptable materials are added to the hard-to-recycle program, additional bag sizes will be procured as needed.

Single-family customers may schedule a collection by contacting WVC&R customer service. Following the request, the recycling driver will deliver the required tags and collection materials on the customer's next scheduled service day. Once the tags have been received and attached, the customer may place their items out for collection on a subsequent scheduled service day. Customers may either schedule the entire process during their initial call or simply request the tags and contact customer service at a later date when they are ready to arrange collection.

Multi-family residents will have their bags and tags mailed directly upon scheduling a pickup. For larger properties with on-site management, WVC&R may coordinate with property managers to distribute bags and tags on-site for improved efficiency and resident reach.

Reuse: Single-family customers will receive reuse tags delivered directly by the recycling driver during their regular route, similar to current practice of the landfill driver delivering the battery bags upon request. For multi-family residents in smaller complexes (without an office or property manager) reuse tags will be mailed directly upon scheduling a pickup. For larger properties with on-site management, WVC&R may coordinate with property managers to distribute tags on-site for improved efficiency and resident reach.

Hard-to-Recycle (Branding TBD)

"Special Items" will be the term used to describe the materials that can be recycled through this separate collection stream. The program branding name is still TBD.

Service Initiation Date:	At the Authority's discretion with two (2) month's notice to WVC&R.
Containers:	WVC&R-provided cloth and plastic bags, with tags specifying material type.
Service Frequency:	Bags and tags will either be dropped off or mailed to single-family and multi-family residents for the collection of hard-to-recycle materials within 1 week of customer request. Customer collects material for as long as needed, and contacts WVC&R to schedule collection once sufficient material has accumulated. Hard-to-recycle material collection events will not count as bulky item collection events allocated to each dwelling unit.
Service Location:	Curbside collection. Curbside for single-family customers, placed next to their curbside collection containers and/or bulky items on their designated service day, or other location on or adjacent to customer's premises, as arranged and mutually agreed upon by both the customer and WVC&R. For small multi-family customers, WVC&R shall collect from a designated location at the multi-family premises mutually agreed upon between WVC&R and the occupant requesting service. For large multi-family customers, WVC&R shall collect from a designated location at the multi-family premises mutually agreed upon between WVC&R and the property owner or manager.

Service Logistics:	Hard-to-recycle materials will be emptied from customer bags into gaylords on the flatbed truck. Bags will be left for customers after service for continued program participation.
Initial Acceptable Materials:	Bread bag tags, expanded polystyrene (EPS) blocks, tennis balls, tires. List of acceptable materials expected to increase as program matures.
Initial Vendor(s)/Facility(ies):	Bread bag tags: Marble Plastics (Shipped to Ohio) EPS blocks: FoamRecycle (Drop-off in Sunnyvale, CA) Tennis balls: RecycleBalls (Shipped to Vermont) Tires: Rich's Recycle Inc. (Drop-off in San Jose, CA)
Market Development:	WVC&R will continue market research and development for diversion of additional hard-to-recycle materials, including, but not limited to, flexible and film plastics, multi-layer plastics, and beauty packaging.
Sorting:	The Collection Supervisor will conduct a secondary sort of hard-to-recycle materials at the warehouse to ensure materials meet vendor specifications. Contamination/residue will be documented and reported to the Authority.
Storage:	All hard-to-recycle materials will be stored in gaylords at the Garden City/Milpitas Sanitation Facility (1080 Walsh Ave, Santa Clara, CA 95050). Materials will be shipped or delivered to vendors once sufficient material has been collected.

Reusable Materials

Service Initiation Date:	At the Authority's discretion with two (2) month's notice.
Containers:	Not applicable. WVC&R will provide "reuse" tags to customers upon request.
Service Frequency:	Tags to be dropped off or mailed to single-family and multi-family residents for the collection of reusable materials within 1 week of

	customer request. Service date to be mutually agreed upon by customer and WVC&R.
Service Location:	Curbside for single-family customers, in front of each individual premises, or other location on or adjacent to customer's premises, as arranged by customer and WVC&R, to reduce safety concerns of collecting reusable bulky items along busy streets. For small multi-family customers, WVC&R shall collect from a designated location at the multi-family premises mutually agreed upon between WVC&R and the occupant requesting service. For large multi-family customers, WVC&R shall collect from a designated location at the multi-family premises mutually agreed upon between WVC&R and the property owner or manager.
Service Logistics:	Customers that call for bulky item collection will be asked if their items may be reusable. Customers will use WVC&R-provided tags to identify reusable items from other bulky items at the point of collection.
Initial Reusable Materials:	Bicycles, furniture (upholstered and unupholstered couches, arm chairs, seats, stools), tables and chairs, storage (dressers, shelves, book cases), office equipment (desks, chairs), outdoor furniture. List of reusable materials expected to increase as program matures. **Items scheduled for reuse collection must still be collected even if the items are determined to not be reusable.** Non-reusable bulky items shall be delivered to stewardship programs or deconstruction facilities as outlined below.
Initial Vendor(s)/Facility(ies):	**Primary Partner who Accepts ALL the Below**: Goodwill of Silicon Valley (Drop-off in San Jose, CA) **Secondary Partners**: Bicycles: Good Karma Bikes (Drop-off in San Jose, CA) Furniture: Last Chance Mercantile (Drop-off in Marina, CA) Tables and Chairs: Last Chance Mercantile (Drop-off in Marina, CA)

Storage: Last Chance Mercantile (Drop-off in Marina, CA)

Office Equipment: Last Chance Mercantile (Drop-off in Marina, CA)

Outdoor Furniture: Last Chance Mercantile (Drop-off in Marina, CA)

WVC&R will leverage existing stewardship programs to the extent possible (such as "Bye Bye Mattress" for mattresses and box springs). All bulky items that are not in reusable condition or handled by a stewardship program shall be delivered to GreenWaste Zanker Resource Recovery for deconstruction.

Market Development: WVC&R will continue market research and development for all potentially reusable materials collected, with a preference for local outlets as well as a diversity of vendors for program resilience. WVC&R shall make the warehouse available to local nonprofits at pre-scheduled times to view and obtain reusable materials.

Storage: All reusable materials will be stored at the Garden City/Milpitas Sanitation Facility (1080 Walsh Ave, Santa Clara, CA 95050). Materials will be shipped or delivered to vendors once sufficient material has been collected.

Multi-Family Engagement Pilot

While the initial implementation of hard-to-recycle and reusable materials collection will be available for all residential generators, a particular focus will be placed on engaging multi-family properties due to their historically low participation rate in the existing bulky item collection program.

WVC&R will start with 10-15 multi-family complexes across all jurisdictions in the Authority (except Monte Sereno, which has no multi-family complexes). Selected complexes will vary based on size (small, medium, and large) as well as properties that are owner or tenant occupied. Targeted outreach will be provided to residents and property managers. Where property management is available, they will collaborate with residents to help coordinate tenant communications. Outreach will focus on educating property managers and residents about how to prepare and set out hard-to-recycle and reusable materials using bags and tags provided by WVC&R. Messaging will emphasize positive, action-oriented guidance, for example: "Recycle More: Recycle special items outside of the blue cart." This initial engagement pilot will last for a period of 3 months.

This approach will allow WVC&R to apply lessons learned from the multi-family complex engagement pilot to the entire multi-family complex customer base. Targeted outreach to all remaining multi-family complexes will occur for 12 months following the initial three-month pilot.

Reporting

Reporting cadence: first monthly report due 45 days after commencing, then will be included in our monthly report thereafter. Monthly coordination meetings with the Authority continue during the first 3 months of the program to review performance, risks, and adjustments.

- Participation: number of bags/tags distributed, number of collection events performed, households served per month
- Material throughput: bags/Gaylords shipped and weights by material category
- Number of items diverted to reuse partners
- Number of items and tonnage diverted through stewardship programs and Zanker
- Processor shipments: frequency, costs, and any chargebacks due to contamination
- Customer service: call volumes, call resolution time, common issues and resolutions
- Safety: incident reports related to handling bulbs/e-waste
- Expanded vendor list and market development activities: new vendor agreements (name, location, material(s) accepted), newly identified potential vendors (name, location, material(s) accepted) and viability of partnership, vendor partnerships rendered unviable (and the reason why), date(s) of contact with all vendors
- Expanded material list: proposed timeline for addition of materials to each program

Implementation Timeline

Milestone	Responsible	Date
CSR Training Complete	WVC&R	1 month before launch
Fleet & Warehouse Ready	WVC&R	1 month before launch
Develop Outreach Materials	Authority / WVC&R	45 days before launch
Purchase Outreach Materials	WVC&R	1 month before launch
Purchase of Bags and Tags	WVC&R	1 month before launch
Program Launch	WVC&R	At the Authority's discretion

		with two (2) months' notice
First Meeting	Authority / WVC&R	2 weeks after launch
First Monthly Report	WVC&R	45 days after launch (to start, then will be incorporated into our regular monthly reporting cadence)

* * * *

West Valley Solid Waste Management Authority:

By: _____

Title: _____

Date: _____

West Valley Collection & Recycling:

By: _____

Title: _____

Date: _____

Agenda Item No. 3

Meeting Date: September 3, 2026

To: West Valley Solid Waste Management Authority Board

From: Executive Director

Subject: Solid Waste and Customer Service Programs

AGENDA ITEM REPORT

Recommended Action

Receive a report on the West Valley Solid Waste Management Authority's (Authority) solid waste and customer service programs.

Discussion

The Authority contracts with Waste Connections of California Inc., d/b/a West Valley Collection & Recycling (WVC&R) for organic materials, recyclable materials, and solid waste collection services, as well as organic and recyclable materials processing (Collection Agreement). In addition to providing quality collection services, WVC&R is responsible for street sweeping, as well as various education, outreach, and other customer service responsibilities within the Authority. These responsibilities help ensure successful recycling programs that conform and comply with the requirements imposed by the State of California (State).

In addition to the exclusive Collection Agreement with WVC&R, the Authority has a non-exclusive construction and demolition (C&D) debris program covering the collection and processing of C&D materials.

The figures in this agenda report summarize the status of each program and indicate the following program trends:

- **Customer Participation in Organics Programs:** During the implementation of mandatory organics collection programs in 2022, the total volume of customer service increased. This increase was due to organics collection containers being provided to customers who had not previously subscribed to organics services. Since 2022, the Authority and WVC&R have expanded education and outreach efforts to increase participation in the organics recycling program. Most recently, multi-family and commercial customers continue to increase their participation in this program, as displayed by the increase in organics tons shown in Figures 5 and 9 and the increase in the pounds per cubic yard in Figures 8 and 12.

- **Bulky Item Collection:** The Authority has seen increased participation in the bulky item collection program due to enhancements negotiated as part of the Collection Agreement with WVC&R. Single-family residents now receive three annual on-call bulky item collections, while multi-family residents receive one annual on-call bulky item collection per dwelling unit at each property. Following the program enhancements, single-family and multi-family participation in the program have continued to increase. Bulky item collection participation in June 2026 averaged 37 collections per day compared with WVC&R's capacity of 40 collections per day, as specified in the Collection Agreement.

- **Missed Collections:** The Authority has continually monitored the reliability of WVC&R's collection service due to various performance issues. WVC&R began showing improvement in September 2023; however, WVC&R's collection reliability decreased in early 2024, which may have been caused by the implementation of new routes under the new Collection Agreement. Since then, missed collections have shown consistent improvement and have remained relatively stable. Through June 2026, the average number of missed collections is 212 per month, an overall improvement compared with 270 per month in 2024 and 220 per month in 2025.

- **Customer Service:** The number of calls received by WVC&R's customer service team follows the same trend as missed collections. This is expected due to the increased number of customers calling in to report such service issues. Call volumes and hold times increased in 2024, particularly toward the end of the year, as Authority residents and businesses sought information about changes to solid waste programs—such as multi-family bulky item collection—and the associated rate increases. Hold times have since decreased from approximately two and a half minutes and returned to a more tolerable level. In June 2026, average call center hold times were approximately fifty-nine seconds.

- **C&D Collection:** The annual enrollment process for new contractors took place between February and March 2025. As of the date of this report, the Authority's program includes 11 authorized collection contractors and eight authorized processing facilities. All C&D collection contractors have an average diversion rate higher than the 65% requirement, with a total C&D program diversion of 85%. As this data is reported quarterly, per the C&D contractor reporting requirements, the most recent data is through June 2026.

- **Cooking Oil Collection:** Following the oil collection program's transition from motor oil to cooking oil in April 2024, WVC&R has provided education during each motor oil collection to inform customers about this program change. Despite these efforts, cooking oil collection has largely stayed stagnant while motor oil collection experienced a notable increase through the end of 2025 and into 2026. If this trend continues, the Authority and WVC&R may explore additional education and outreach methods to better support the transition and increase participation in the cooking oil collection program.

Documents Attached

A. Collected Tonnage and Other Program Reports

Fiscal Impact

None

ATTACHMENT A TO AGENDA ITEM NO. 3

WVC&R Collected Tonnage and Other Program Reports

Collected Tonnage

Figures 1 through 12 represent West Valley Collection & Recycling's (WVC&R's) reported tonnage and diversion rates for single-family (Figures 1 through 4), multi-family (Figures 5 through 8), and commercial (Figures 9 through 12) customers. Figures 2, 3, 4, 6, 7, 8, 10, 11, and 12 compare the total volume of solid waste, recycling, and organics service levels to the average density (pounds per cubic yard) of customers' carts and bins. These measurements are used by the West Valley Solid Waste Management Authority (Authority) to monitor recycling participation levels within the cities of Campbell, Monte Sereno, and Saratoga; and the Town of Los Gatos (Member Agencies).

Figure 1. Single-Family Tonnage and Diversion

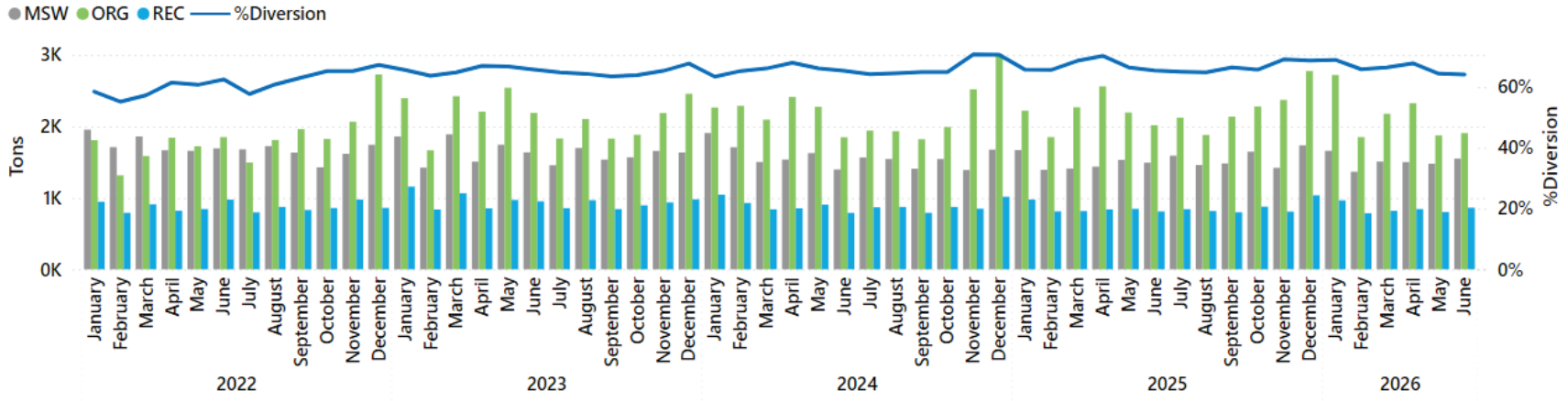


Figure 2. Single-Family Garbage

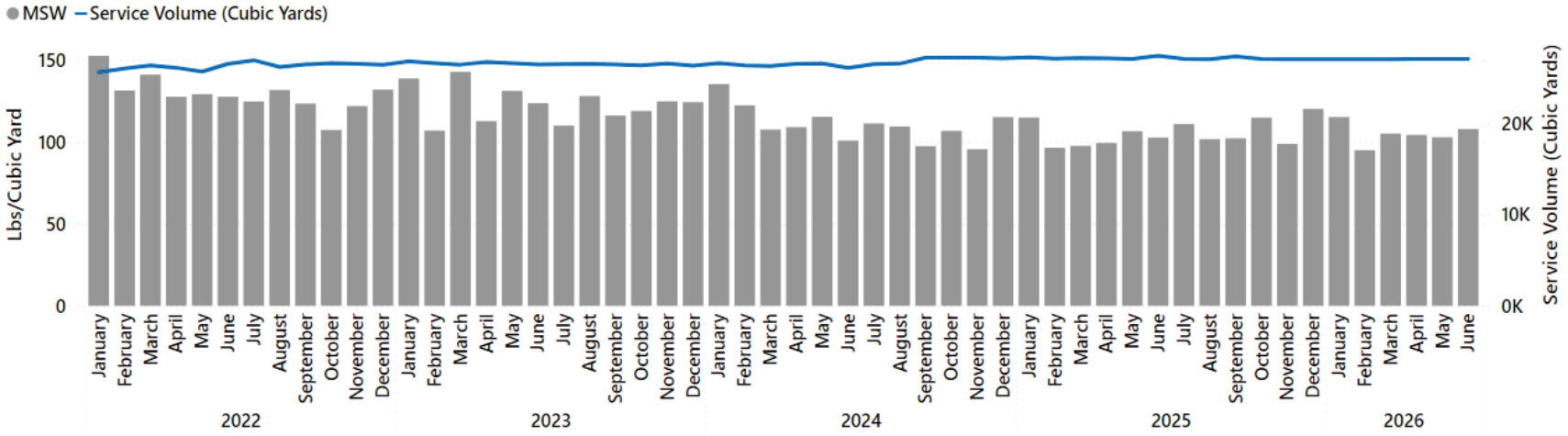


Figure 3. Single-Family Recycling

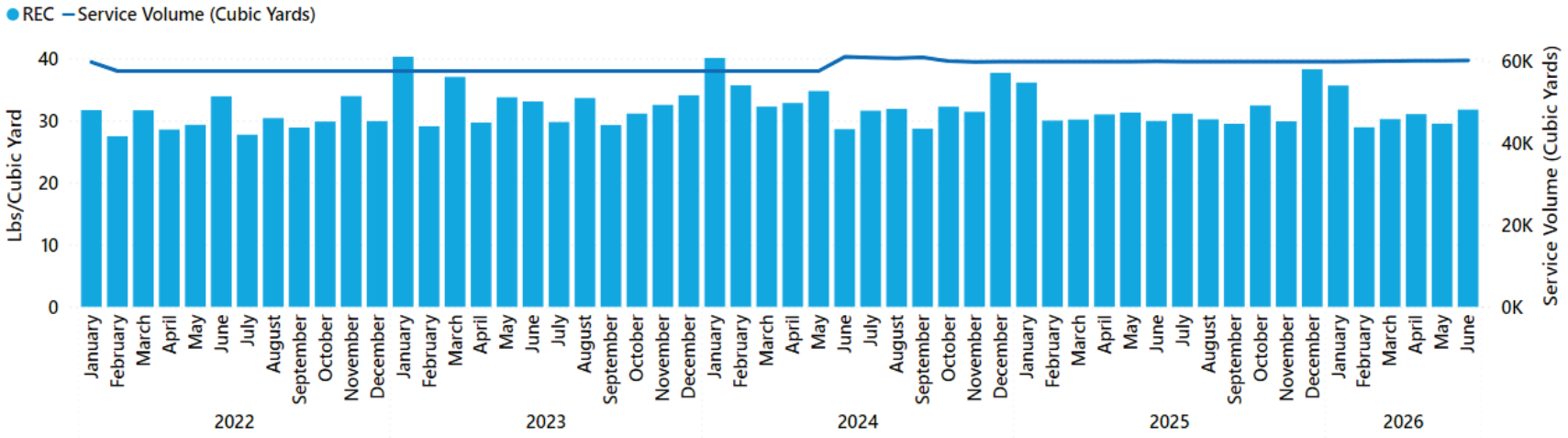


Figure 4. Single-Family Organics

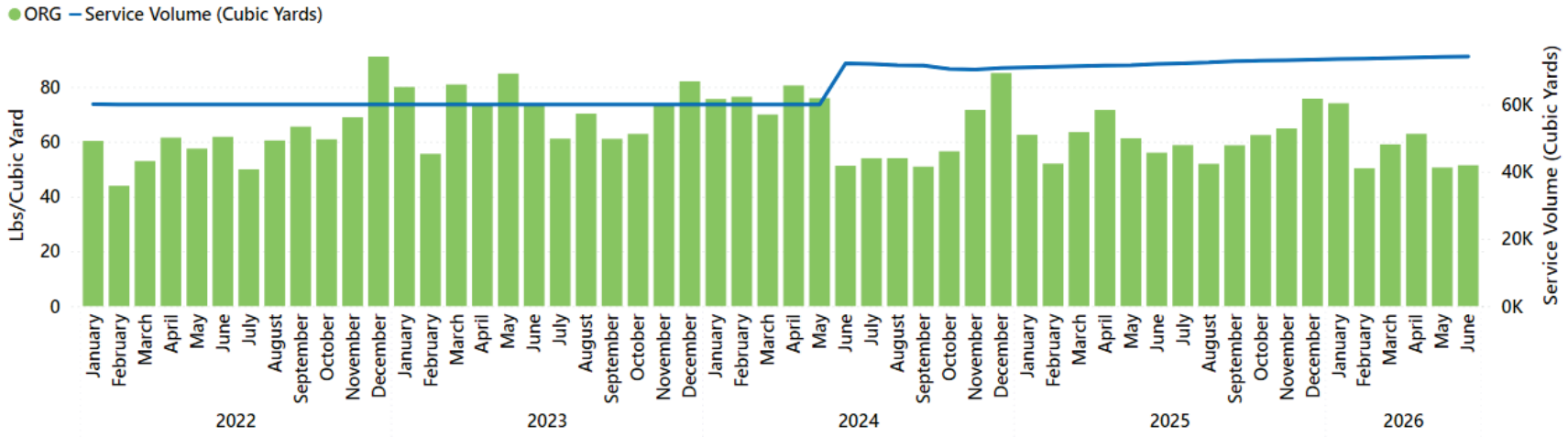


Figure 5. Multi-Family Tonnage and Diversion

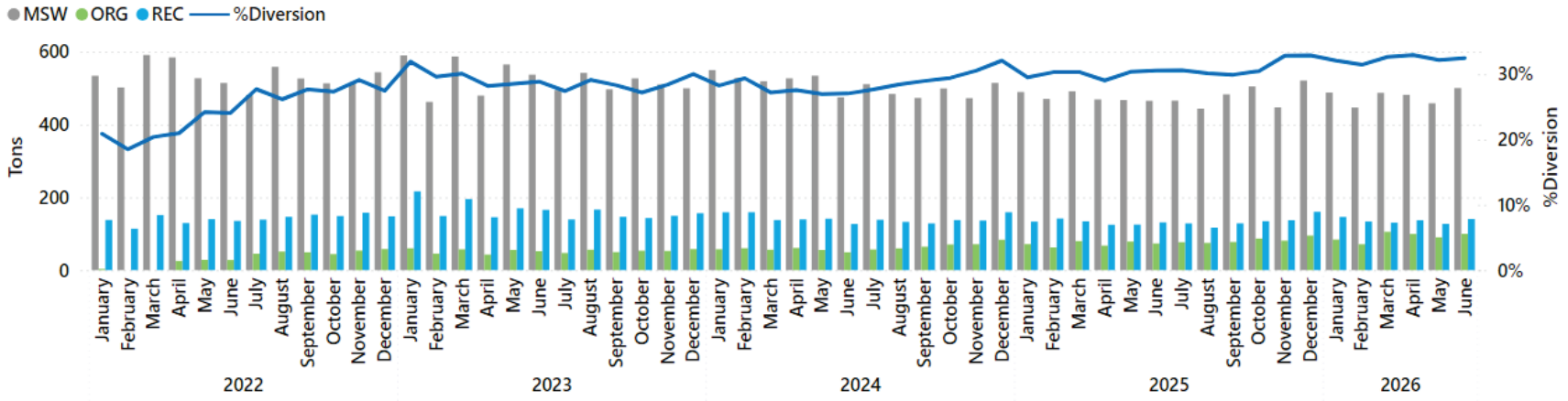


Figure 6. Multi-Family Garbage

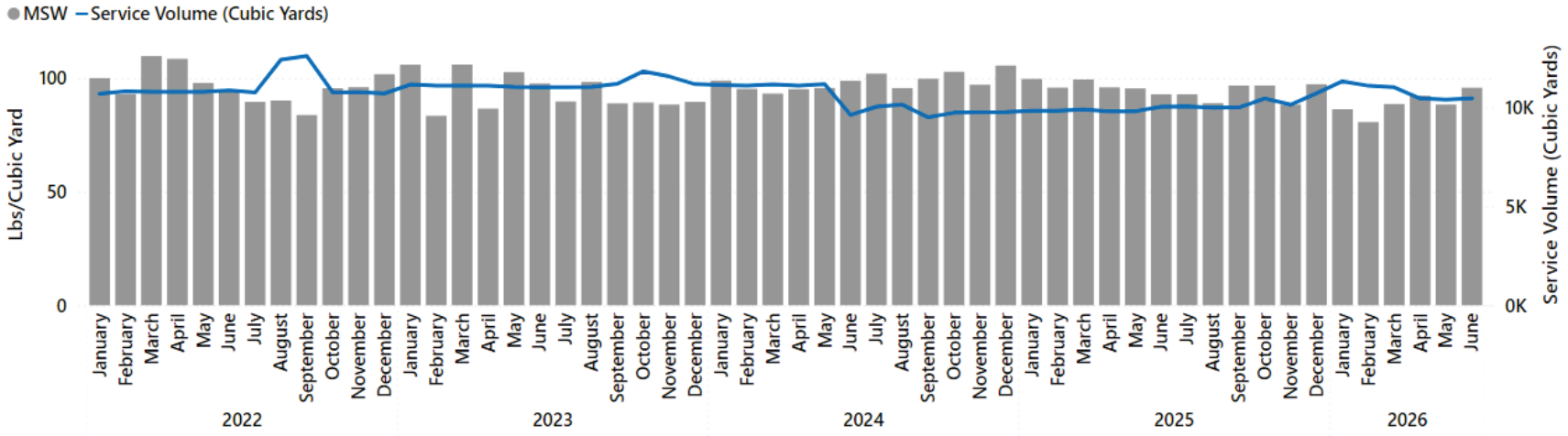


Figure 7. Multi-Family Recycling

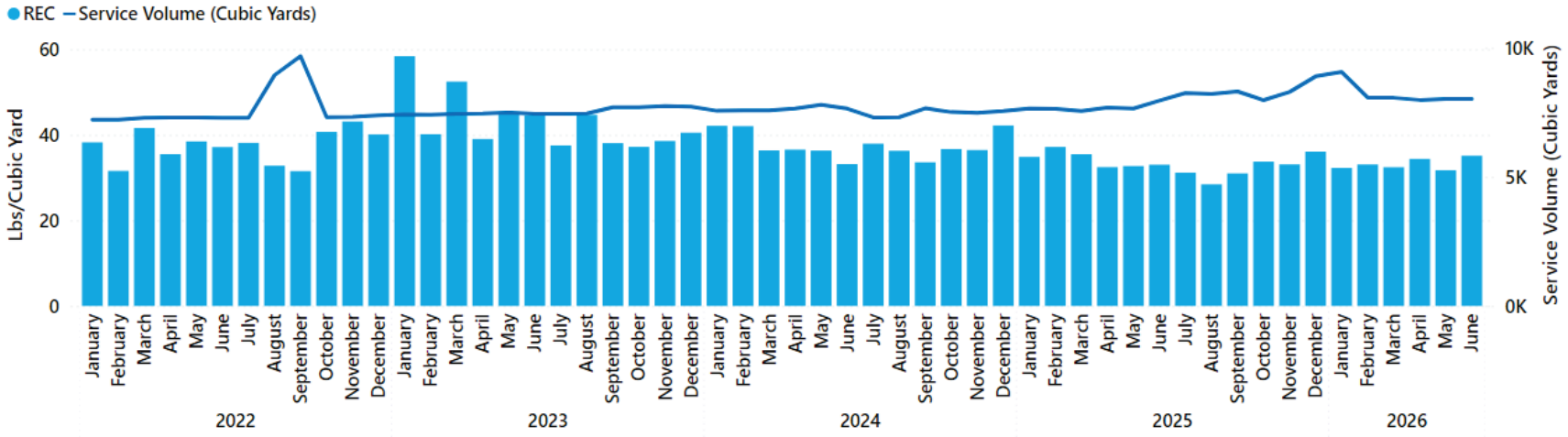


Figure 8. Multi-Family Organics

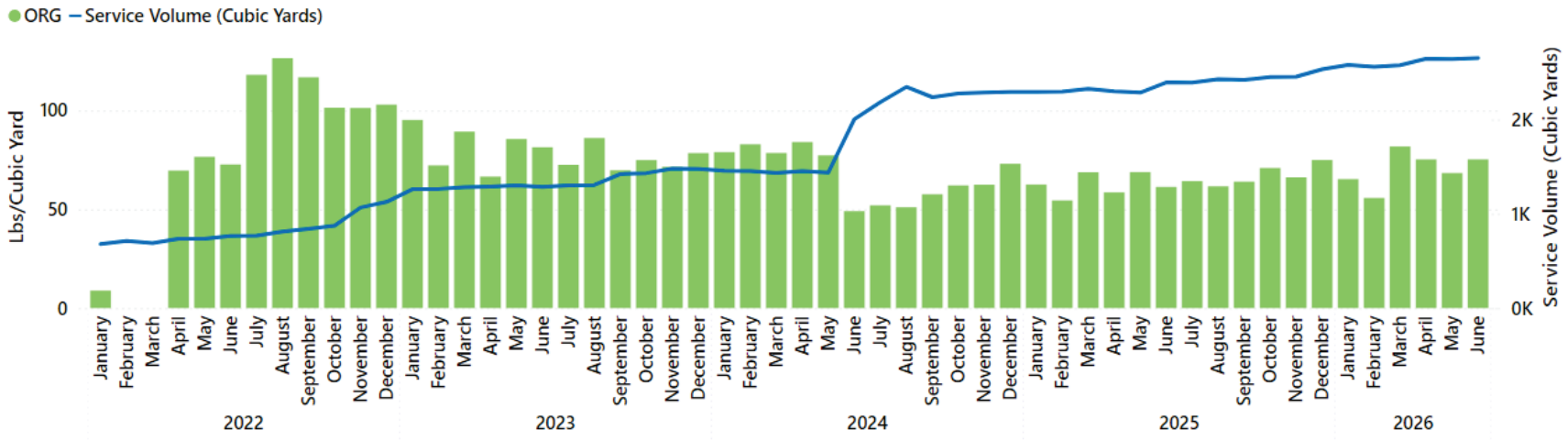


Figure 9. Commercial Tonnage and Diversion

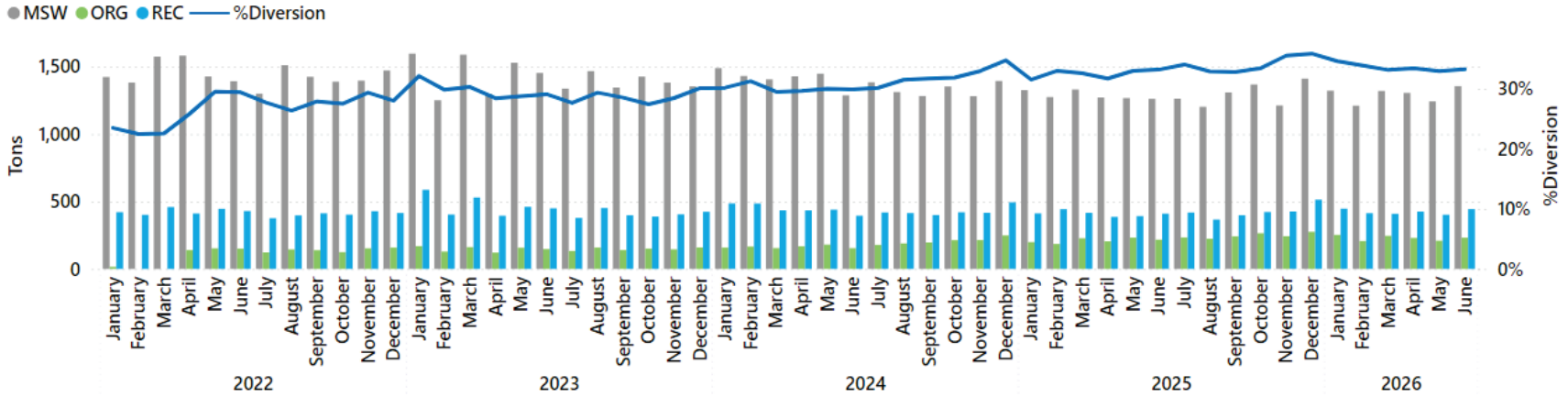


Figure 10. Commercial Garbage

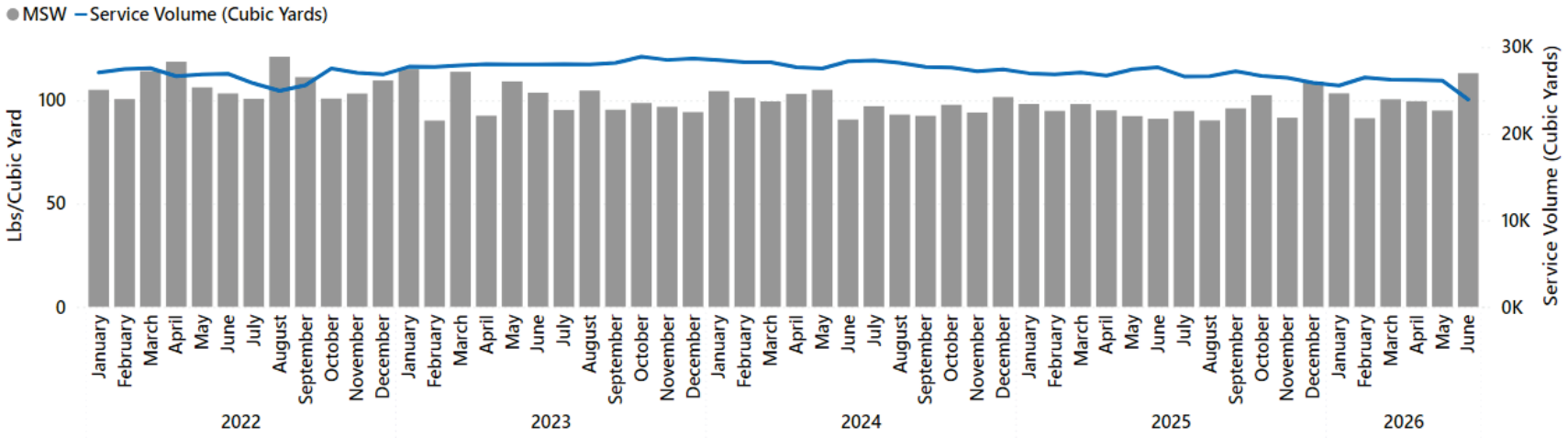


Figure 11. Commercial Recycling

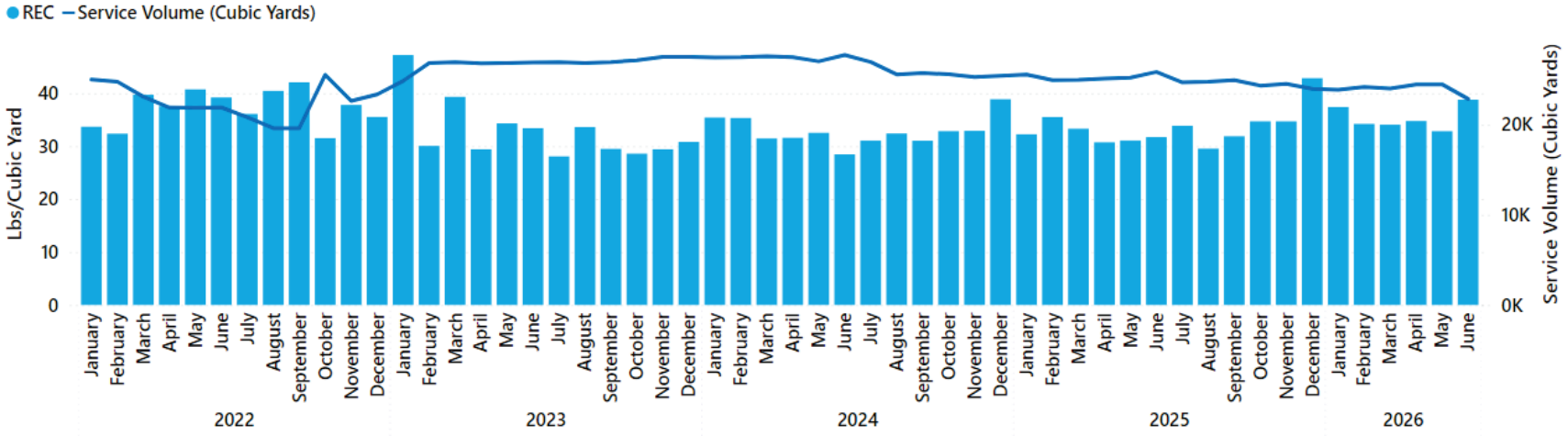
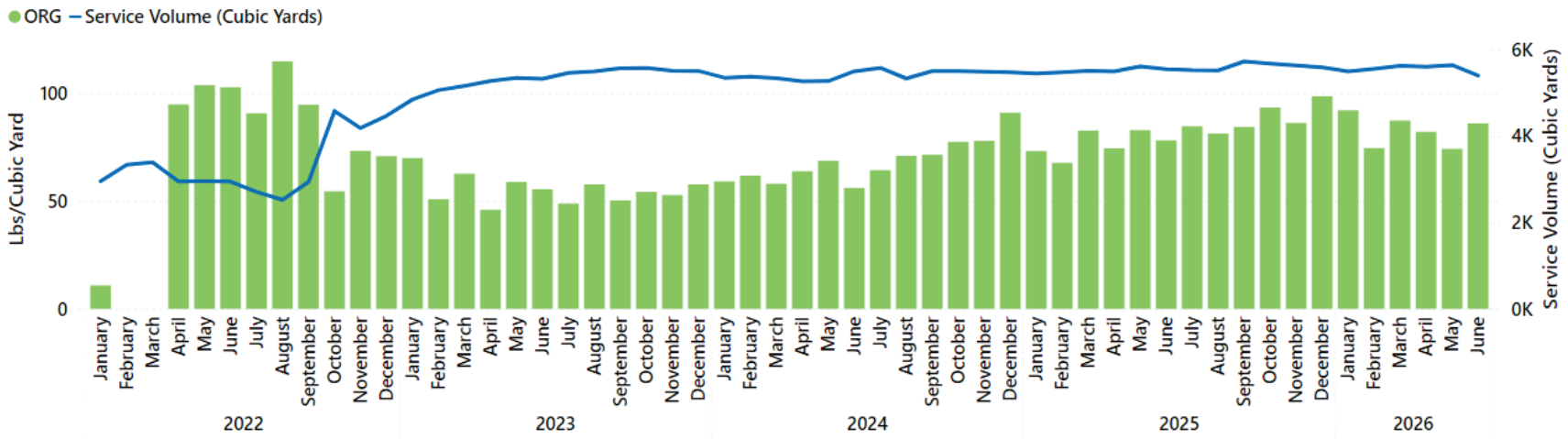


Figure 12. Commercial Organics



Used Cooking Oil Collection

Under the Authority's Collection Agreement with WVC&R, which commenced March 1, 2024, WVC&R transitioned from collecting used motor oil to collecting used cooking oil. Figure 13 shows the total gallons of cooking oil collected per month in 2024 and 2025. During the transition, WVC&R continues to collect used motor oil as a courtesy and educates single-family customers on the new program during collection. Figure 14 shows the gallons of motor oil WVC&R collected from April 2024 to June 2026.

Figure 13. Single-Family Cooking Oil Collection

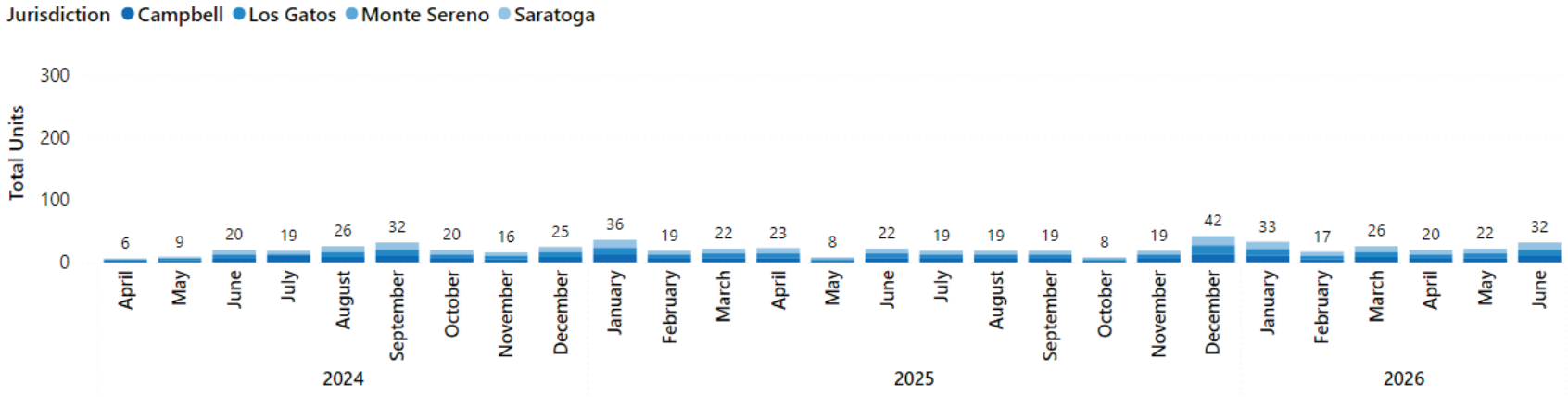
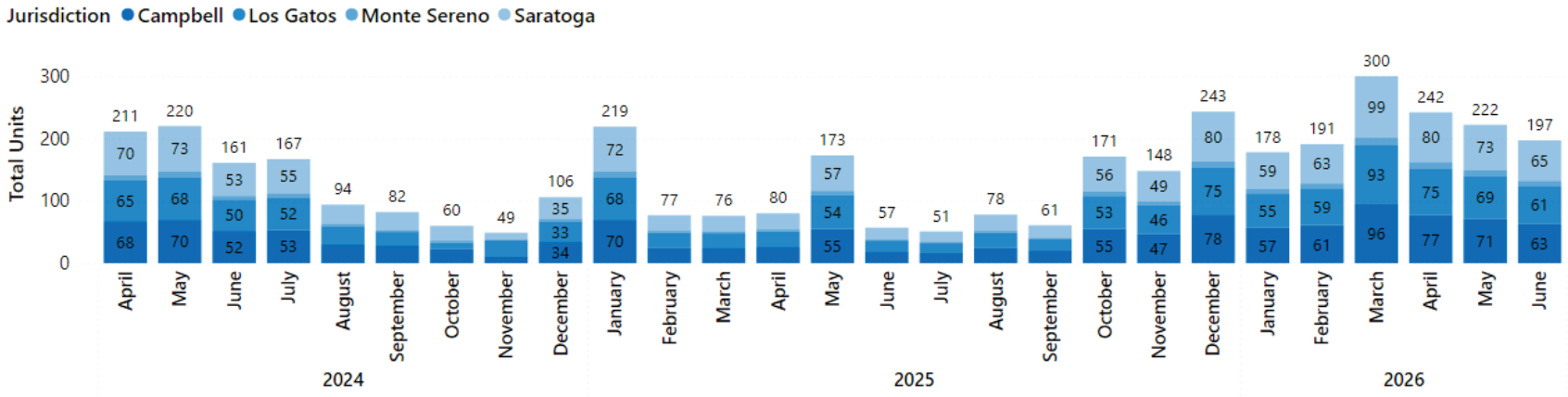


Figure 14. Single-Family Motor Oil Collection



Bulky Item Collection

Figures 15 and 16 show the annual demand for on-call bulky item collections provided by WVC&R among single-family and multi-family residents within the Member Agencies. Participation in the bulky item program has increased since the program was changed in March 2024 to be on-call and available at customers' convenience.

Figure 15. Single-Family On-Call Bulky Item Collection

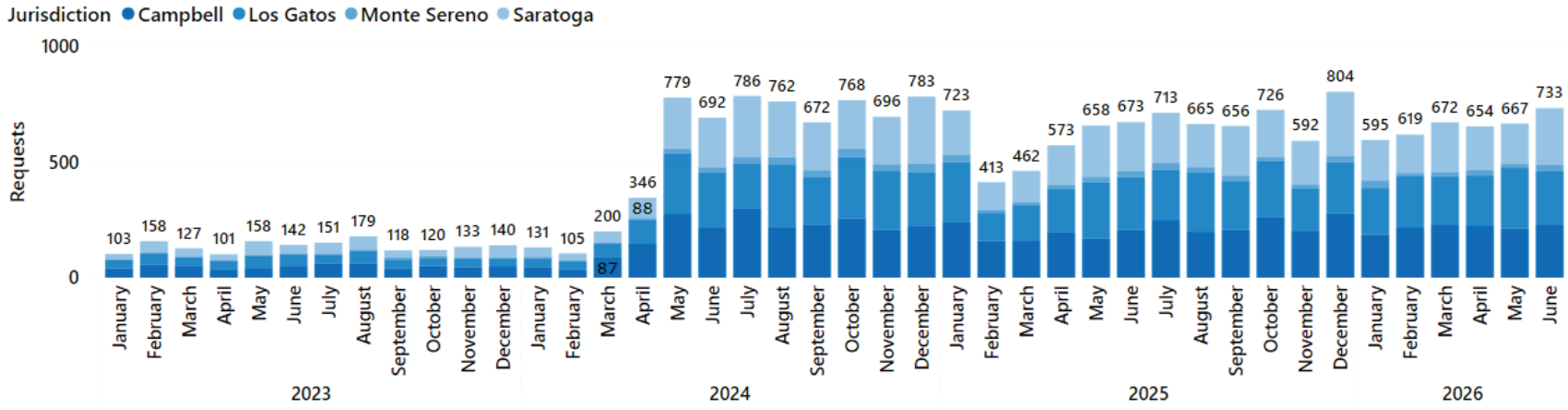
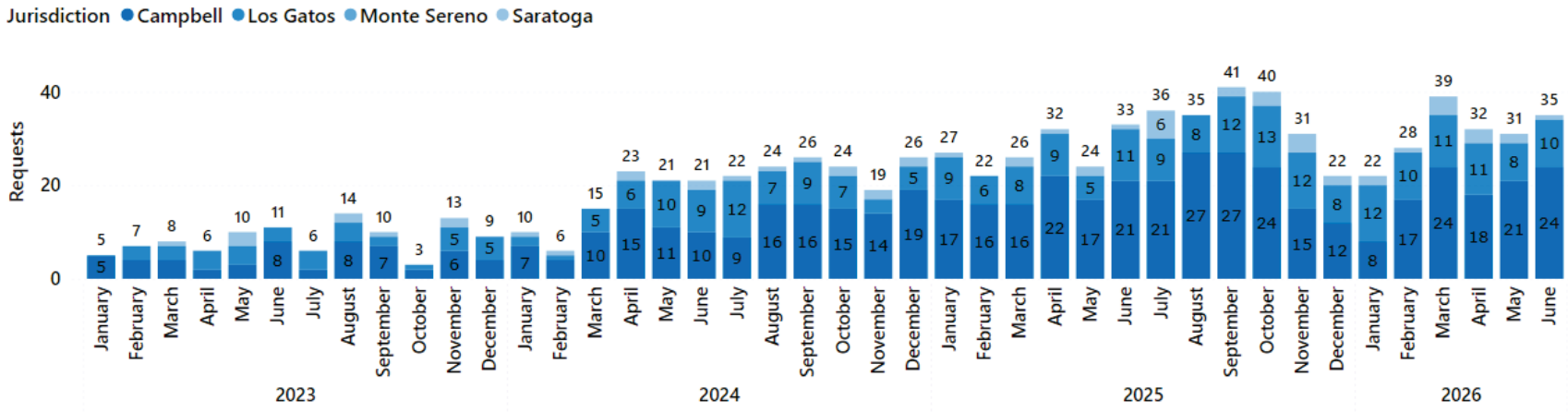


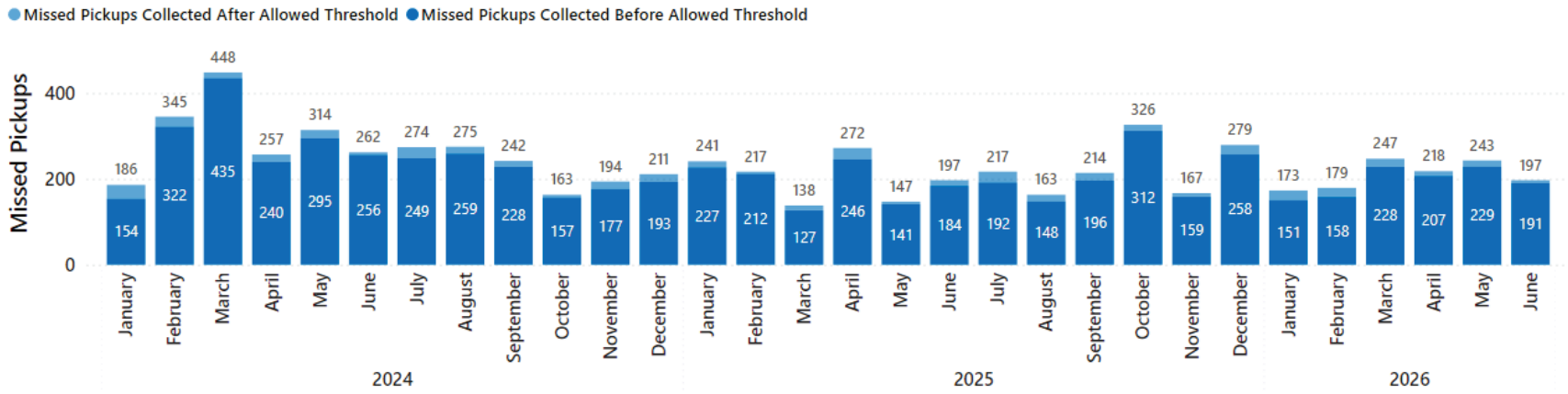
Figure 16. Multi-Family On-Call Bulky Item Collection



Missed Collections

Figure 17 shows the total number of missed collections per month from 2024 through 2026. The Authority has closely monitored WVC&R's missed collections and meets monthly with WVC&R to discuss the high number of missed collections, as well as potential causes and solutions.

Figure 17. Missed Collections



Customer Service

Figures 18 and 19 show the total number of collection service inquiries and complaints received by WVC&R each month from 2024 through 2026 within the Authority's service area. These figures are inclusive of any requests or complaints sent directly to each Member Agency and the Authority.

Figure 18. Complaints and Inquiries by Month

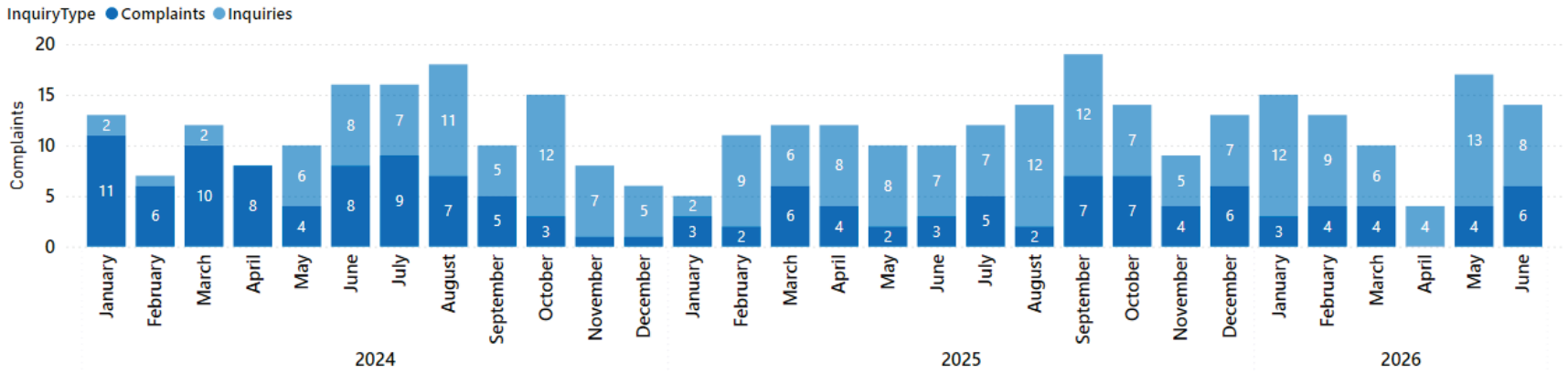


Figure 19. Complaints and Inquiries by Subject Matter

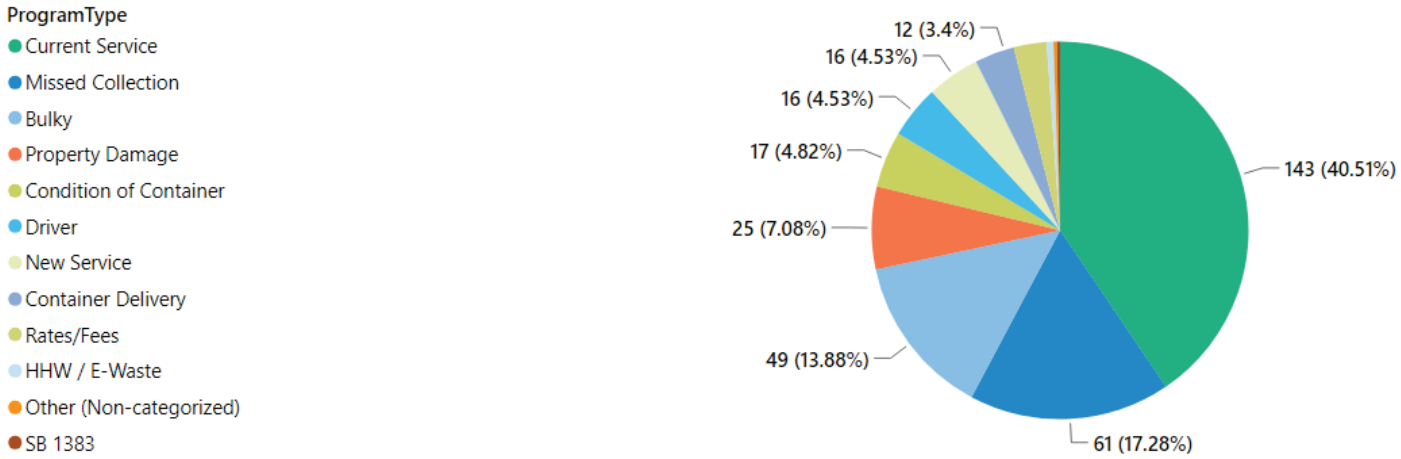


Figure 20 represents the average amount of time Authority customers wait on hold when calling WVC&R's customer service center. These hold times reflect the average total time a customer waits on hold, including the time it takes the customer service representative (CSR) to answer the call, any additional customer hold time, and time spent by the customer listening to WVC&R's outgoing message. The spike in customer calls during October 2024 resulted from the initiation of billing to residential customers for additional recycling and organics containers beyond what is included in the bundled service rate.

Figure 20. Call Center Performance

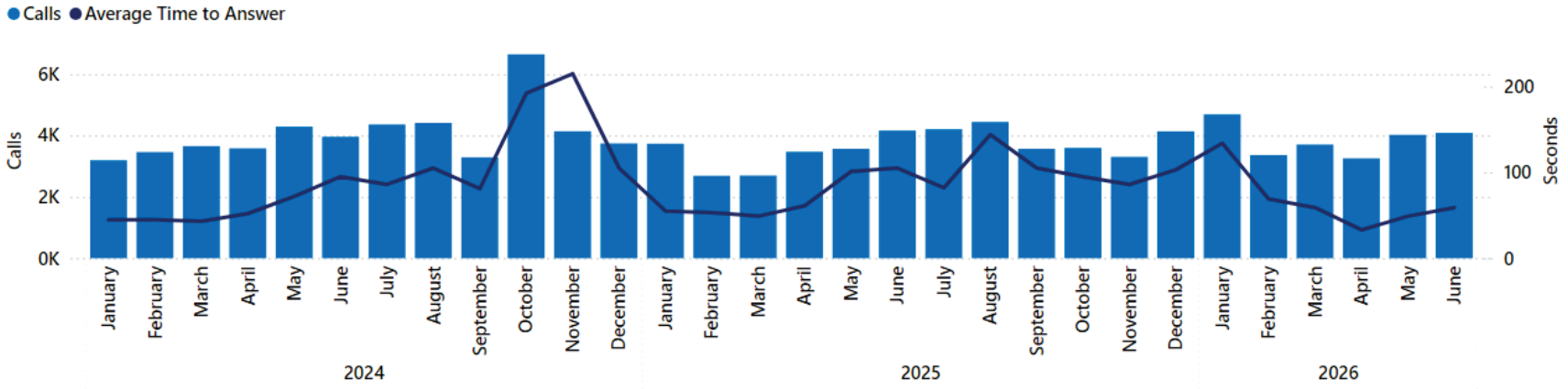
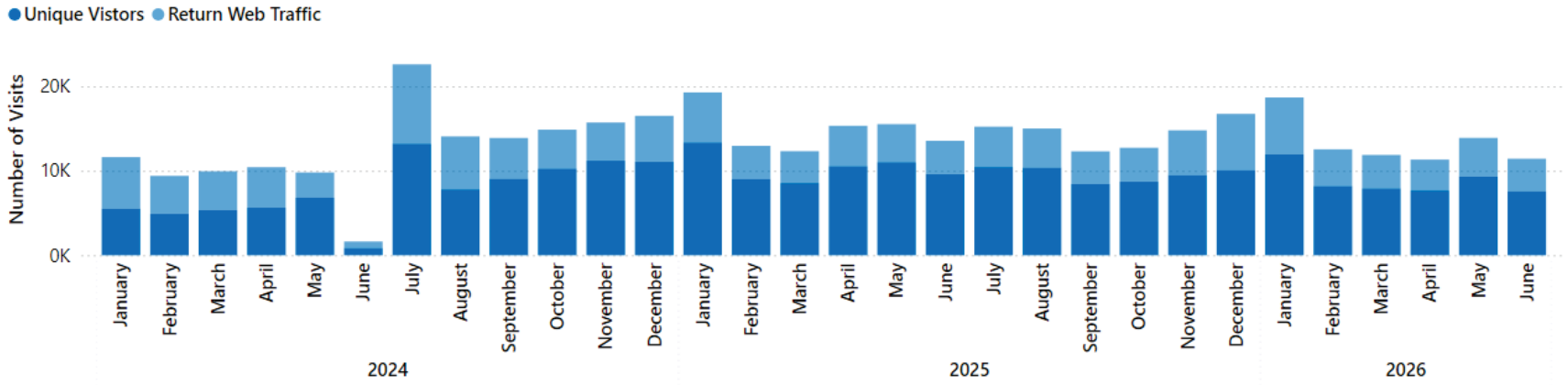


Figure 21 represents the number of new and repeated visits to WVC&R's website, which provides information about the Authority's collection services. Due to the implementation of WVC&R's new website in June of 2024, website data for that month is incomplete. Full reporting of website data resumed in July of 2024.

Figure 21. Website Interactions



Street Sweeping

In addition to collecting solid waste, WVC&R performs street sweeping after collection to remove any escaped materials. WVC&R hires Sweeping Corporation of America (SCA) for this service. This sweeping service does not include seasonal or extra street cleaning for non-collection debris.

When this service was implemented under WVC&R's scope, the Authority and its Member Agencies anticipated challenges in managing the service quality of a subcontractor. To address these challenges, SCA participates in monthly staff meetings with Member Agency, Authority, and WVC&R staff to discuss quality concerns and areas for improvement.

C&D Program Report

The Authority's non-exclusive Construction and Demolition (C&D) program commenced in March of 2024. This program was designed to consist of up to 10 collection contractors and an unrestricted number of processing facilities that have been approved and authorized to handle C&D generated within the Authority's service area. However, during the 2025 annual enrollment process, the Board of Directors (Board) authorized an eleventh collection contractor. Figure 22 is a list of the approved C&D collection contractors, and Figure 23 is a list of the approved C&D processing facilities as of the date of this report.

Figure 22. Approved C&D Collection Contractors

	Contractor Name
1	Accurate Cleaning Systems
2	Devcon Construction Inc.
3	Eco Box Recycling
4	Ferma Greenbox Inc.
5	GW Debris Services
6	Premier Recycle Company
7	Recology South Bay
8	7 Days Box
9	Valley Recycling
10	Ground Force Enterprises
11	Republic Services

Figure 23. Approved C&D Processing Facilities

	Contractor Name	Address
1	Guadalupe Recycling and Disposal Company	15999 Guadalupe Mines Road, San Jose, CA 95120
2	Leo Recycle	215 Leo Avenue, San Jose, CA 95112
3	Premier Recycle Company	348 Phelan Avenue, San Jose, CA 95112
4	Superior Demolition Services, Inc.	12475 Llagas Avenue, San Martin, CA 95046
5	Valley Recycling	1615 S 7th Street #B, San Jose, CA 95112
6	GreenWaste Zanker Road Resource Recovery Facility Site 1	705 Los Esteros Road, San Jose, CA 95134
7	GreenWaste Zanker Road Resource Recovery Facility Site 2	675 Los Esteros Road, San Jose, CA 95134
8	Republic Service Newby Island Resource Recovery Park	1601 Dixon Landing Road, Milpitas, CA 95035

Figure 24 shows the number of tons collected by each C&D collection contractor and the average program diversion. Figure 25 depicts the average diversion by C&D collection contractors. All C&D collection contractors report achieving a diversion above the Authority's 65% requirement. Some C&D collection contractors are not included in Figures 24 and 25 because they have not reported any activities. The figures below reflect data through the end of June 2026. As this data is reported on a quarterly basis—per C&D contractor reporting requirements—the subsequent quarter will be included in the next regularly scheduled Board Meeting, once more recent data becomes available.

Figure 24. C&D Tons by Month

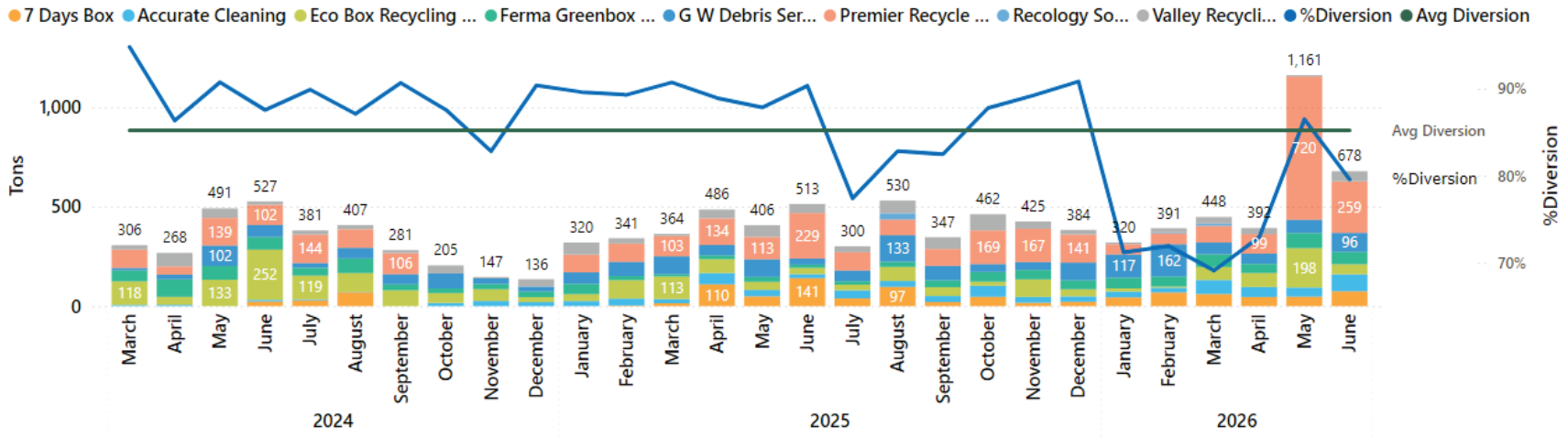
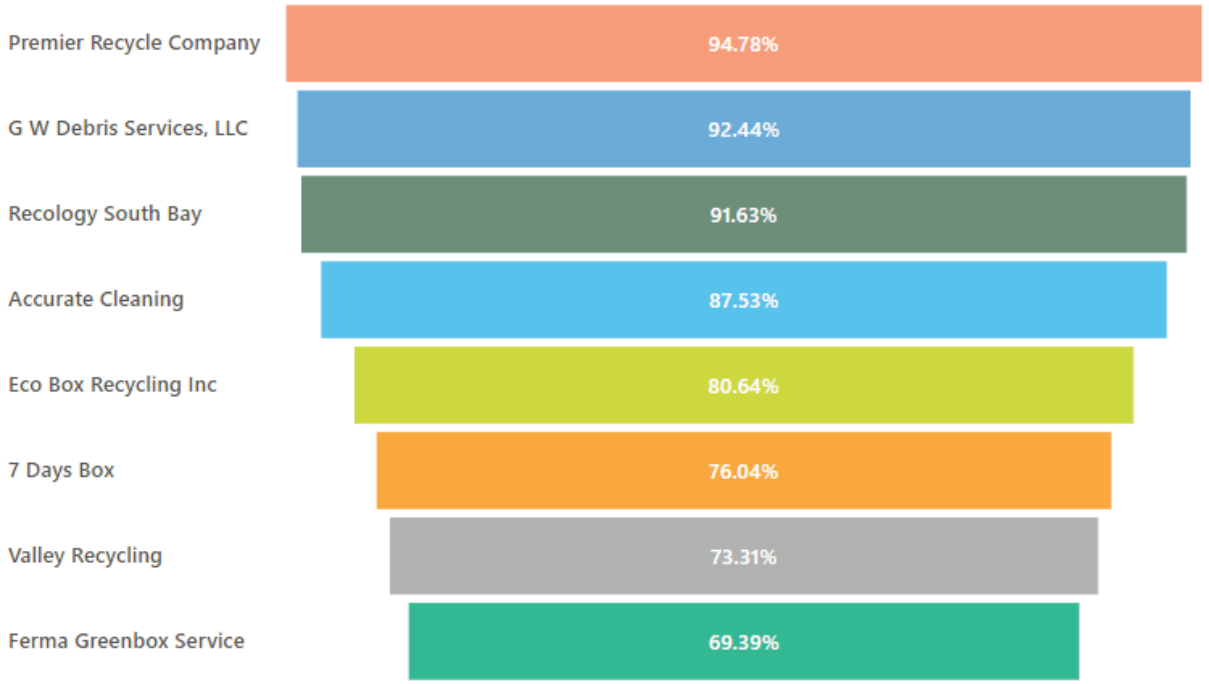


Figure 25. C&D Diversion by Collection Contractor



Agenda Item No. 4

Meeting Date: September 3, 2026

To: West Valley Solid Waste Management Authority Board

From: Executive Director

Subject: Recent Regulatory and Legislative Changes

AGENDA ITEM REPORT

Recommended Action

Receive a report on recent regulatory and legislative changes.

Discussion

2026 California Legislative Session

The State of California (State) Legislature operates on a two-year biennial cycle. This agenda item monitors the 2025-26 State legislative session and tracks bills that were not enacted and carried over from 2025, as well as the newly introduced bills in 2026.

The "2026 Legislative Session: Enrolled and Chaptered Bills" tracks the Assembly Bills (AB) and Senate Bills (SB) that have been signed into law, as well as bills that have been enrolled and are awaiting the Governor's decision.

The "2026 Legislative Session: Introduced Bills" section highlights newly introduced bills that have been identified as potentially impacting local jurisdiction solid waste and recycling programs. Additional bills not included in this report may be addressed in future reports as emerging trends develop.

The "Bills Carried Over from the 2025 Legislative Session" presents a list of bills that remain active from the 2025 legislative session and therefore continue to be relevant to the industry and local jurisdictions.

The majority of bills are currently in review by various policy committees. To meet the deadlines of this year's legislative cycle, bills must be passed by August 31, 2026 for consideration by the Governor, and the Governor must sign or veto bills by October 30, 2026. The Authority's Executive Director will continue to monitor and update the Board of Directors (Board) when modifications to bills may be of particular interest to the Board.

2026 Legislative Session: Enrolled and Chaptered Bills

This section highlights bills that have been approved by the Governor and chaptered into law, as well as bills currently enrolled and awaiting final signature or veto by the Governor during the 2026 legislative session.

- **AB 2559 (Ward)** – This bill would obligate a city or county that requires a refundable deposit, performance security, or similar financial guarantee for the purpose of ensuring compliance with a construction or demolition debris requirement to return the full deposit if compliance documentation is provided.
- **SB 922 (Laird)** – This bill would clarify that local governments may impose certain street-related fees to recover maintenance and repair costs while continuing to prohibit taxes or charges imposed solely for driving on public roads, particularly those based exclusively on vehicle weight.

2026 Legislative Session: Introduced Bills

This section highlights active bills that were introduced during the 2026 legislative session. These bills remain under review, and the Authority's Executive Director continues to actively track them.

- **AB 1617 (Alanis)** – This bill changes a public agency's Form 303 Household Hazardous Waste Report to include information for the prior calendar year rather than the prior fiscal year.
- **AB 1618 (Rogers)** – This bill would require the State Department of Social Services to annually conduct a statewide survey to assess food insecurity in the State and make the results publicly available on its website.
- **AB 1734 (Stefani)** – This bill would expand the food insecurity portion of the California Health Interview Survey (CHIS) to include households with incomes at or below 400% of the federal poverty level.
- **AB 1780 (Rodriguez)** – This bill would exempt a distributor from redemption payment obligations to CalRecycle for filled beverage containers donated to a qualifying tax-exempt organization, public school, or first responder in the State and would require the distributor to maintain specified records of such donations.
- **AB 2112 (Bains)** – This bill would develop a strategy to link waste diversion goals with soil health practices on natural and working lands and incentivize climate-friendly, on-farm compost production and use, such as compost application on grasslands and rangelands to improve vegetation and carbon storage.
- **AB 2226 (Rubio)** – This bill would repeal provisions that prohibit a store from providing a pre-checkout bag to a customer unless the bag is a compostable bag that meets specified criteria or a recycled paper bag.

- **AB 2245 (Rodriguez)** – This bill would create a producer responsibility program for lubricant waste and associated packaging that is not covered by the California Oil Recycling Enhancement Act. The bill would require a Producer Responsibility Organization (PRO) to provide a convenient collection and management system for covered products at no cost to residents. The bill would exempt covered lubricant waste and packaging from the requirements of SB 54.

- **AB 2253 (Boerner)** – This bill would expand to all products requirements applicable to manufacturers and suppliers making environmental marketing claims related to the recycled content of plastic food containers and would require recycled content claims to be based on the actual recycled content used in the production of the product rather than the amount used across the manufacturer's or supplier's supply stream.

- **AB 2310 (Carrillo)** – This bill would make it a crime to transport material for the purpose of illegal dumping and would increase the maximum fine to $5,000 for violating these provisions four or more times. Violations involving commercial quantities of material in excess of 50 cubic yards may also be punishable by a felony or misdemeanor.

- **AB 2334 (Bennett)** – This bill would establish a working group to study the need for and value of alternative methods of methane reduction in the event that SB 54 and SB 1383 are implemented as planned.

- **AB 2462 (Pellerin)** – This bill would require the safe return or appropriate disposal of recalled products to be at no cost to the end consumer, a recycling center, a municipal facility that accepts the product for recycling or disposal, a retailer that sells the product, a permitted solid waste facility, a household hazardous waste collection facility, or a thrift retail store.

- **SB 955 (Blakespear)** – This bill would specify that a reverse vending machine certified to operate as a recycling center does not make an "unserved" convenience zone "served," and that an existing certified recycling center is not ineligible for handling fees if a reverse vending machine is located in the same convenience zone.

- **SB 1218 (Arreguin)** – This bill would authorize the immobilization of a vehicle if the registered owner has a certain number of delinquent, failure-to-pay, or failure-to-appear-in-court illegal dumping violation notices.

- **SB 1230 (Valladares)** – This bill would increase the fine for illegal dumping and would require CalRecycle to create a website with resources to help cities and counties combat, prevent, and clean up illegal dumping.

- **SB 1371 (Durazo)** – This bill would prohibit and void the force majeure provision that excuses or suspends the service provider's obligation to perform in the event of a labor dispute or work stoppage under a franchise contract, license, or permit for solid waste handling services.

Bills Carried Over from the 2025 Legislative Session

This section highlights active bills that were introduced during the 2025 legislative session. These bills remain under review, and the Authority's Executive Director continues to actively track them.

- **AB 80 (Aguiar-Curry)** – Carpet recycling
- **AB 259 (Rubio)** – Open meetings: local agencies: teleconferences
- **AB 762 (Irwin)** – Disposable, battery-embedded vapor inhalation device: prohibition and penalties
- **AB 998 (Hadwick)** – Household hazardous waste: vape pens
- **AB 1148 (Sharp-Collins)** – Food packaging: hazardous chemicals
- **AB 1153 (Bonta)** – Illegal disposal site abatement
- **SB 353 (Alvarado-Gil)** – Income tax: credits: food banks
- **SB 501 (Allen)** – Responsible Battery Recycling Act of 2022: covered batteries

Local

The Technical Advisory Committee (TAC) of the Santa Clara County Recycling and Waste Reduction Commission (RWRC) meets monthly. In addition, multiple local subcommittees attend TAC meetings, including those related to SB 1383 and public education and outreach. In recent months, TAC has been discussing how to address revenue and budget concerns.

Existing Legislation and Regulations

- **SB 54 (Allen):** The Plastic Pollution Prevention and Packaging Producer Responsibility Act (SB 54) was signed into law on June 30, 2022. The bill requires producers to ensure that single-use packaging and single-use plastic food service ware are recyclable or compostable by 2032. These materials must also achieve 25% source reduction and a 65% covered material recycling rate within specified timeframes. The bill requires covered material producers to join a PRO, which shall be responsible for implementing programs, submitting plans and reports, and meeting established targets. The PRO is required to fully fund the cost of implementing the bill, including costs incurred by local jurisdictions and recycling service providers for managing covered materials. Local jurisdictions are required to collect covered materials in their curbside programs that are deemed recyclable or compostable by CalRecycle.

  Some recent developments in the SB 54 rulemaking and implementation process include:

  - Producer Responsibility Organization Program Plan (Program Plan): On June 15, Circular Action Alliance (CAA), the PRO for SB 54, released their Program Plan detailing reimbursement mechanisms and reimbursable activities for local jurisdictions, covered

material intervention strategies, education and outreach plans, and other implementation details as required by the Act. Public comments on the draft Program Plan were accepted through August 14. CAA will have until October 13, 2026 to present a revised plan to CalRecycle for approval. CalRecycle will then have until December 27, 2026 to approve, conditionally approve, or disapprove of the Program Plan.

- Effective Date of Local Jurisdiction Requirements: Local jurisdictions are required to include in their collection programs all covered materials deemed recyclable or compostable on the Covered Materials Category List. This requirement becomes effective on the date CalRecycle approves or conditionally approves the Program Plan, which is anticipated to be by December 27, 2026.
- Collection Waivers: Local jurisdictions that can demonstrate the impracticability of accepting certain covered materials in their collection programs due to local conditions, circumstances, or challenges may submit waivers exempting them from the requirements of the Act for those specified materials. A "local condition, circumstance, or challenge" may include the absence of a responsible end market for a specific covered material or covered material category. Local jurisdictions are encouraged to submit waivers prior to January 1, 2027 for any covered materials not currently accepted in their recycling programs and that cannot be easily added as acceptable items.
- Local Jurisdiction Reimbursement: Reimbursement for eligible SB 54-related costs will begin in 2027. Local jurisdictions are encouraged to begin documenting staff time, administrative, and operational costs incurred associated with SB 54 implementation now for potential future reimbursement.

The Authority's Executive Director will continue to participate in the SB 54 implementation process and related stakeholder collaboration opportunities and will update the Board on any developments that may impact the cities of Campbell, Monte Sereno, and Saratoga; and the Town of Los Gatos (Member Agencies).

- **Advanced Clean Fleet (ACF) Regulations**: The California Air Resources Board (CARB) developed regulations to transition all medium- and heavy-duty trucks to zero-emissions vehicles (ZEVs) by 2045. Initial regulations included high-priority fleet provisions that encompassed private solid waste haulers. In May 2025, CARB announced that it would repeal the high-priority fleet provisions by October 31, 2025 (final action required by August 31, 2026) while still enforcing the regulations on State and local government fleets.

  On April 6, 2026, CARB released amended draft regulations for State and local government fleets that appeared to potentially regulate private waste fleets as State and local government fleets if their agreements with municipalities are 10 years or longer, or more than three years with an extension provision based on contract compliance.

  On July 30, 2026, the final ACF package was submitted to the Office of Administrative Law. The package identified that private fleet owners, including private waste haulers, do not have compliance requirements under ACF regulations. The package clarified that the amendments do not include private fleets, as contracted fleets are only subject to the requirements when the

contracted fleets are dispatched. The definition of dispatched vehicles applies only when a fleet owner provides direction or routing instructions to a specific vehicle and not when providing general instructions to the hired entity.

Documents Attached

None

Fiscal Impact

None

WEST VALLEY
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PRIOR MEETING MINUTES

Date of Meeting: May 7, 2026

General Information

Meeting held via teleconference, in accordance with California Governor Executive Order N-29-20, and in-person at the City of Monte Sereno's City Hall located at 18041 Saratoga-Los Gatos Road, Monte Sereno, CA 95030.

Call to Order

At 5:10 p.m., Chair Page called the meeting to order.

Pledge of Allegiance

Roll Call

Attendee Name	Title	Member Agency	Status
Chuck Page	Chair	City of Saratoga	Present
Bryan Mekechuk	Vice Chair	City of Monte Sereno	Present
Terry Hines	Board Member	City of Campbell	Present
Mary Badame	Board Member	Town of Los Gatos	Present

Orders of the Day

None

Oral Communications from the Public

A resident from Campbell expressed their interest in Ridwell services.

Written Communications

None

New Business

None

Presentations and Information Items

None

Old Business

The Board received an update on West Valley Collection & Recycling's (WVC&R's) collection rates effective July 1, 2026

Public Hearings

None

Consent Calendar

Upon a motion by Vice Chair Mekechuk and a second by Member Badame, the Board voted unanimously to approve Agenda Item 2, to receive a report on the Authority's solid waste and customer service programs; Agenda Item 3, to receive a report on recent regulatory and legislative changes; Agenda Item 4, to approve the February 5, 2026 Authority Board Meeting Minutes; Agenda Item 5, to receive the Executive Director's Year-to-Date (YTD) Financial Report through March 31, 2026 for the FY ending June 30, 2026; Agenda Item 6, to receive a report on the Authority's FY 2024-25 Audited Financial Statements; and Agenda Item 7, to approve the FY 2026-27 Board meeting schedule.

Executive Director Report

Executive Director Rob Hilton provided an update on the Quarter 2 Public Education and Outreach Plan; Corrective Actions Process with WVC&R; upcoming events hosted by the cities of Campbell, Monte Sereno, and Saratoga, and the Town of Los Gatos (Member Agencies); WVC&R's customer service program; street sweeping services; Saratoga's downtown enclosure project; and upcoming household hazardous waste (HHW) drop-off events.

Future Agenda Items

Board Member Reports

Vice Chair Mekechuk shared that the Santa Clara County Recycling and Waste Reduction Commission held a Policy, Scope, and Budget Workshop on May 4, 2026.

Board Member Hines shared that his bill from WVC&R included an incorrect "past due" notice.

Chair Page thanked Executive Director Rob Hilton for presenting at the Saratoga Council Meeting on May 6, 2026.

Adjournment

Chair Page adjourned the meeting at 5:44 p.m. until the next regular meeting that will be held September 3, 2026.

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Agenda Item No. 6

Meeting Date: September 3, 2026

To: West Valley Solid Waste Management Authority Board

From: Executive Director

Subject: Year-to-Date Financial Report

AGENDA ITEM REPORT

Recommended Action

Receive the Executive Director's Year-to-Date (YTD) Financial Report through June 30, 2026 for the fiscal year (FY) ending June 30, 2026.

Discussion

The report titled "Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual" shows the approved budget, the YTD actual amounts, and the preliminary fund balance through June 30, 2026 for FY 2025-26. With 100% of the fiscal year passed, the report shows that the West Valley Solid Waste Management Authority (Authority) received $1,278,284, or 105%, of revenues and expended $1,176,227, or 88%, of expenses for the approved FY 2025-26 budget.

In February 2011, the Board of Directors (Board) adopted a policy requiring the Authority to maintain an operating reserve of $100,000 and a rate-stabilization reserve of $100,000. In February 2025, the Board authorized an additional $190,000 of contingency funds for CalRecycle enforcement review support, which is to be used upon CalRecycle's initiation of the review process. Together, the remaining fund balance was anticipated to be $390,000 at the end of FY 2025-26. The Board amended the approved FY 2025-26 budget, increasing expenditures and drawing down the anticipated fund balance to $386,215, as seen in Attachment A. In February 2025, the Board adopted a revised reserve policy, establishing a 25% operating reserve beginning FY 2026-27. Therefore, the new reserve policy is not reflected in the FY 2025-26 budget and financial statements.

The preliminary ending fund balance of $1,059,294 is greater than the anticipated ending fund balance of $386,215. Authority revenues are often greater than Authority expenses due to the receipt of unbudgeted revenues (e.g., interest, liquidated damages assessed against contractors for performance failures). In addition, various actual expenses were lower than those included in the FY 2024-25 budget, such as Executive Director and legal services. Excess revenues accumulated during a given fiscal year are added to the Authority's unassigned fund balance. Unassigned fund balances exceeding Board-established reserves are used to offset expenditures in the following fiscal year, reducing the fund balance to the reserve levels set by the Board. As a result of this process, excess

revenues during a fiscal year decrease the revenues needed from ratepayers during the following fiscal year.

Documents Attached

A. Fiscal Year 2025-26 Year-to-Date Financial Report

Fiscal Impact

None

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ATTACHMENT A TO AGENDA ITEM NO. 6

Fiscal Year 2025-26 Year-to-Date Financial Report

West Valley Solid Waste Management Authority
Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual
June 30, 2026

Account #	Description	Revised Authority Budget FY 2025-26	Year-to-Date Actual	Balance	Year-to-Date %
Revenues					
4410	Interest	$ -	$ 26,192	$ (26,192)	N/A
4431	Unrealized Gains/Losses	-	(3,490)	3,490	N/A
4970	City of Campbell	374,191	374,191	-	100%
4970	Town of Los Gatos	288,534	288,534	-	100%
4970	City of Monte Sereno	31,102	31,102	-	100%
4970	City of Saratoga	267,599	267,599	-	100%
4975	Other Revenue (Reimbursement of Education & Outreach)	242,050	249,981	(7,931)	103%
4965	Other Revenue (Non-Exclusive C&D Program)	13,500	28,375	(14,875)	210%
4965	Other Revenue (Liquidated Damages)	-	15,800	(15,800)	N/A
	Total Revenues	$ 1,216,976	$ 1,278,284	$ (61,308)	105%
Expenditures:					
Services and Supplies:					
7424	SB 1383 Member Agency Organics Procurement	$ 77,852	$ 74,145	$ 3,707	95%
7427	Special Departmental Exp. (Legal Services)	56,260	6,238	50,022	11%
7430	Prof. & Special Services (Executive Director)	834,602	807,734	26,868	97%
7430	Prof. & Special Services (Other)	5,000	1,872	3,128	37%
7443	Education and Outreach	242,050	183,268	58,782	76%
7443	SB 1383 Education and Outreach	45,000	36,834	8,166	82%
7432	Other Contractual Services (Audit Services)	7,500	7,500	-	100%
7433	Insurance (Liability)	8,822	8,163	659	93%
7435	Travel/Conf. & Meetings	2,000	-	2,000	0%
7438	Website Administration	1,500	483	1,017	32%
7438	Other Charges (Accounting & Bookkeeping)	10,756	10,756	-	100%
7443	SB 1383 Edible Food Recovery Countywide Program	39,234	39,234	-	100%
	Total Expenditures	$ 1,330,576	$ 1,176,227	$ 154,349	88%
	Excess (deficiency) of revenues over (under) expenditures	$ (113,600)	$ 102,057	$ (215,657)	
	Beginning Fund Balance 7/1/25 (Preliminary)	499,815	957,237		
	Ending Fund Balance	$ 386,215	$ 1,059,294		

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Agenda Item No. 7

Meeting Date: September 3, 2026

To: West Valley Solid Waste Management Authority Board

From: Executive Director

Subject: 2025 CalRecycle Annual Reports

AGENDA ITEM REPORT

Recommended Action

Receive a report on the CalRecycle 2025 Annual Reports.

Discussion

Annual Report

Assembly Bill (AB) 939 requires that each jurisdiction submit an annual report by August 1 describing its progress in implementing the programs identified in its waste planning documents. These documents include the Source Reduction and Recycling Element (SRRE) and the Household Hazardous Waste Element (HHWE).

AB 341 requires all commercial businesses that generate four or more cubic yards of trash per week and all multi-family dwellings with five or more units to subscribe to recycling service. AB 341 also requires all cities and counties to divert a minimum of 75% of the waste generated from landfills by 2020.

AB 1826 requires various levels of organics generators to subscribe to organics collection and have a “phased-in” approach beginning in 2016 and full implementation by December 31, 2020. As of December 31, 2020, businesses with two or more cubic yards of solid waste per week must arrange for organics collection services.

AB 1826 required those entities that generate certain levels of weekly solid waste to subscribe to organics collection using a “phased-in” approach beginning in 2016 and required full implementation by December 31, 2020. Furthermore, by December 31, 2020, entities that had two or more cubic yards of solid waste per week were required to arrange for organics and recycling collection.

Senate Bill (SB) 1383 establishes targets to achieve a 50% reduction in the disposal of organic waste (from 2014 levels) by 2020, and a 75% reduction by 2025. Additionally, the law grants CalRecycle the

regulatory authority required to achieve the organic waste disposal reduction targets and establishes an additional target that no less than 20% of currently disposed edible food be recovered for human consumption by 2025. The law focuses on both residential and commercial generators. On January 1, 2022, SB 1383 regulations took effect and became enforceable by CalRecycle. On January 1, 2024, SB 1383 began requiring jurisdictions to impose penalties on noncompliant generators.

The West Valley Solid Waste Management Authority (Authority) completed and submitted the Electronic Annual Report (EAR) on behalf of the cities of Campbell, Monte Sereno, and Saratoga; and the Town of Los Gatos (Member Agencies) by the due date of August 3, 2026. Additionally, the Authority and CalRecycle conducted annual site visits in July of 2026 to review and assess program participation.

Diversion Requirement

SB 1016, which became effective in 2007 and includes a 50% diversion requirement, is used by CalRecycle to calculate diversion compliance. CalRecycle calculates a per capita waste disposal target and compares the target to actual per capita waste disposal. If the actual per capita disposal is less than the targeted per capita disposal, CalRecycle considers the jurisdiction compliant. Figure 1 summarizes each Member Agency's compliance in 2025. Since the inception of SB 1016 in 2007, every Member Agency has been compliant. Figure 2 includes the most recent five years as compared to the target.

Figure 1. Member Agency 2025 Disposal Per Capita (lbs./person/day) and Diversion

	Campbell	Los Gatos	Monte Sereno	Saratoga
Per Capita Disposal Target	**5.2**	**6.0**	**3.9**	**4.2**
2025 Per Capita Disposal	3.4	2.9	0.8	2.1
Diversion Percentage	67%	76%	90%	75%

Figure 2. CalRecycle SB 1016 Disposal Per Capita (lbs./person/day)

	Campbell	Los Gatos	Monte Sereno	Saratoga
Per Capita Disposal Target	**5.2**	**6.0**	**3.9**	**4.2**
2021	3.9	3.2	1.4	2.6
2022	3.9	3.0	0.9	2.3
2023	3.7	3.2	0.5	2.4
2024	3.5	2.9	0.5	2.6
2025	3.4	2.9	0.8	2.1

Documents Attached

None

Fiscal Impact

None

WEST VALLEY
Solid Waste Management Authority
CAMPBELL • LOS GATOS • MONTE SERENO • SARATOGA

CALENDAR OF FUTURE AGENDA ITEMS

November 5, 2026

- Receive a West Valley Solid Waste Management Authority (Authority) budget priorities workshop presentation.

February 4, 2027

- Elect new officers.
- Approve the Authority budget for fiscal year (FY) 2027-28.
- Receive the results of the performance review of West Valley Collection & Recycling (WVC&R).

May 6, 2027

- Receive report on final FY 2027-28 rates.
- Accept audited financial statements.
- Approve Board of Directors (Board) Meeting schedule.

September 2, 2027

- Receive and file California Department of Resource, Recycling and Recovery (CalRecycle) Electronic Annual Reports.