

US EPA ARCHIVE DOCUMENT

- 1.38. Source-Separated – “Source-Separated” Recyclable Materials means Recyclable Materials which have been segregated and placed in separate containers by materials type (e.g., cardboard, wood, scrap metal, sheetrock) by the generator for purposes of collection.
- 1.39. Universal Wastes – “Universal Wastes” means hazardous wastes that are generated by a wide variety of people that contain mercury, lead, cadmium, copper and other substances hazardous to human and environmental health. In general, universal waste may not be discarded in solid waste landfills. Examples of these wastes are batteries, fluorescent tubes, and some electronic devices
- 1.40. Walk-Up Service - “Walk-Up Service” means service provided to Residential Service Recipients wherein Franchisee’s drivers will walk up into the side yard or back yard of a residence, roll out collection containers for Garbage, Recyclable and Compostable Materials, dump the contents of the containers into the truck, and return the collection containers to the location at the residence where they were when the driver arrived.
- 1.41. Working Day - “Working Day” means Monday through Friday (except Holidays) for single family residential services, including Saturdays following Holidays; Monday through Saturday (except Holidays) for services to multi-family dwellings and Non-Residential accounts; and Monday through Friday (except Holidays) for all other purposes under this Agreement.

ARTICLE 2 TERM OF AGREEMENT

- 2.1 Term - The term of this Agreement shall be for five years, from 12:00 A.M. on November 1, 2010 to 11:59 P.M. on October 31, 2015, inclusive, subject to Article 16 of this Agreement.
- 2.2 Option to Extend Term – Franchisee shall have the option to request an extension of this Agreement for one five-year period if it has achieved a seventy-five percent (75%) diversion rate for all materials collected by Franchisee under the terms of this Agreement before November 1, 2014. City, at its sole discretion, may choose to extend, or not extend, the Term of this Agreement, and shall notify Franchisee of its intent within sixty (60) days of notice from Franchisee. The basis for this diversion rate projection is provided as EXHIBIT H.

ARTICLE 3 EXCLUSIVE PRIVILEGE

- 3.1 Grant of Exclusive Franchise to Franchisee - Pursuant to California Public Resources Code Section 40059 and 49300, and except as set forth in Section 3.2, City hereby grants to Franchisee the exclusive franchise to perform the following services for all residences, multi-family dwellings, businesses and other commercial enterprises in the Franchise Area for the term of this Agreement.
- A. Collection and processing of all Recyclable Materials generated in the Franchise Area; and
 - B. Collection and processing of all Compostable Materials generated in the Franchise Area; and
 - C. Collection and transportation of all mixed Construction and Demolition Debris generated in the Franchise Area; and
 - D. Collection and transportation of all Garbage generated in the Franchise Area.

The foregoing grant of exclusive franchise includes collection of garbage and construction and