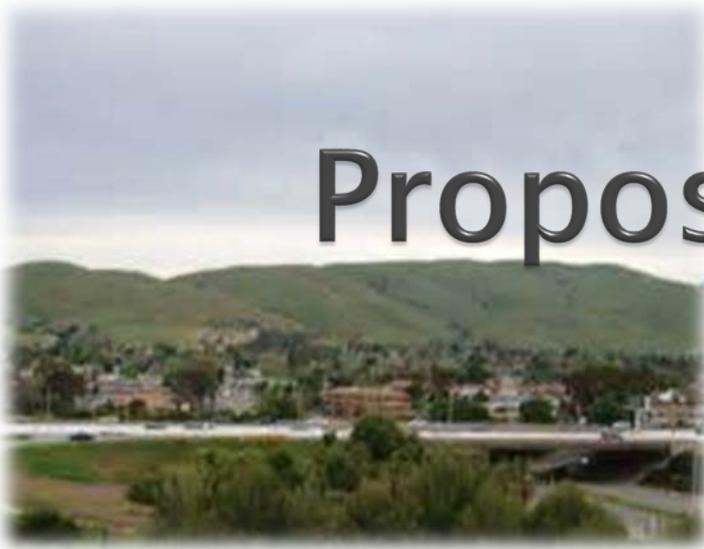


15H1

# Proposal to the City of Milpitas

Presented by



# Management Team



**Paul Nelson**

27 years

Division Vice President



**Bret Faulkner**

12 years

District Manager



**Brian Bigham**

17 years

Division Controller



**Virginia Palafox**

18 years

Operations Manager



**John Spillane**

38 years

Shop Manager



**Beverley Dokken**

24 years

IT Manager



**Weslie McConkey**

18 years

Outreach Manager



**Kristine Dungo**

6 years

Outreach Supervisor



1333

WEST VALLEY  
RECYCLING, LLC



# Top-Notch Service for Milpitas



# Single-Family Collection Reliability

## *Base Services*

Dedicated full-body front loaders with Currato cans



### Servicing:

- Garbage
- Recycling
- Yard Trimmings



# Single-Family Collection Reliability

## *Alternative Services*

Dedicated full-body side loaders



### Servicing:

- Garbage
- Recycling
- Yard Trimmings
  - Food Waste



# Multi-Family & Commercial Collection Reliability

*Base & Alternative Services*



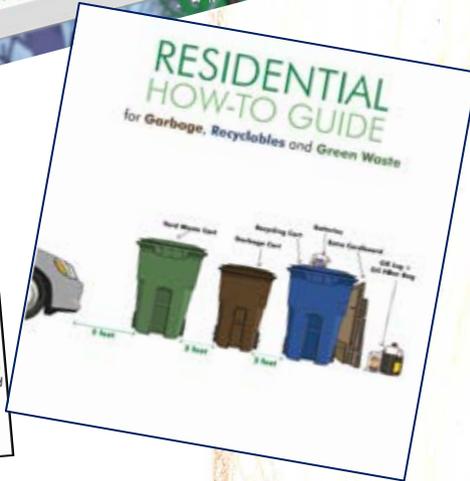
Dedicated full-body front loaders

**Servicing:**

- Garbage
- Recycling
- Organics



# Community Outreach



# Community Events and Presentations



# Advanced Technical Assistance

**WEST VALLEY**  
COLLECTION & RECYCLING, LLC

## RECYCLABLES

Please place all recyclable items in your **recyclables** cart or bin.

**YES**

\*Materials accepted under this program may be subject to change based on market conditions

Commercial News  
Mandatory Commercial  
Organics Recycling Program  
**AB1826**  
Spring 2016

**BOUTIQUE**

**Recycling:** Place recyclable items into your white recycling bin or blue recycling cart. Empty and scrape food and product containers.

**Paper:**  
Cardboard and paper boxes – unwaxed  
Books and magazines  
Direct mail  
Flyers, paper  
Inkjet paper

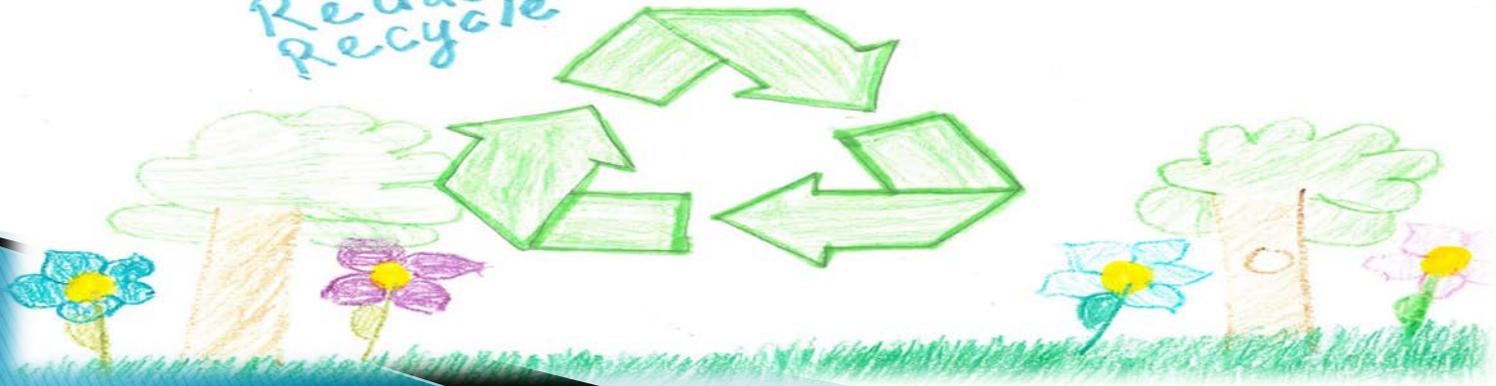
**Plastic:**  
Bottles, cups, jars and tubs  
Buckets  
Flower pots  
Furniture  
Plastic 1-7  
Swimming pools  
Thin Plastic: bundle in a clear plastic bag and knot the top.  
Plastic bags (grocery, dry cleaning & shopping)  
Plastic wrap (bubble wrap, food bags & shrink wrap)

**Glass:**  
Bottles and jars

**Metal:**  
Aerosol cans  
Aluminum foil and pans  
Car parts  
Food and soda cans  
Furniture  
Plumbing fixtures  
Pots and pans  
Scrap metal  
Small appliances

Gift wrap (no metallic/foil)  
Juice boxes and cartons  
Mail  
Milk Cartons  
Newspaper  
Paper bags  
Shredded paper (in clear plastic bag)

Save The Environment  
Reuse  
Reduce  
Recycle



# Advanced Billing Systems

- ▶ Courteous, Bilingual & Efficient
- ▶ Additional Staff During Transition & Peak Times
- ▶ Real-Time technology
  - Real-Time Communication with Drivers
  - Real-Time Problem Solving
- ▶ City Access to Database
- ▶ **ReCollect**
  - Communication Technology
  - Customers and The City



# Award Winning Customer Service



**Best Division in Tooty in 2014 & 2015**  
**Won Best Large District in 2012 & 2013**

# Recycling and Organics Processing

## Guaranteed Capacity

## Recycling



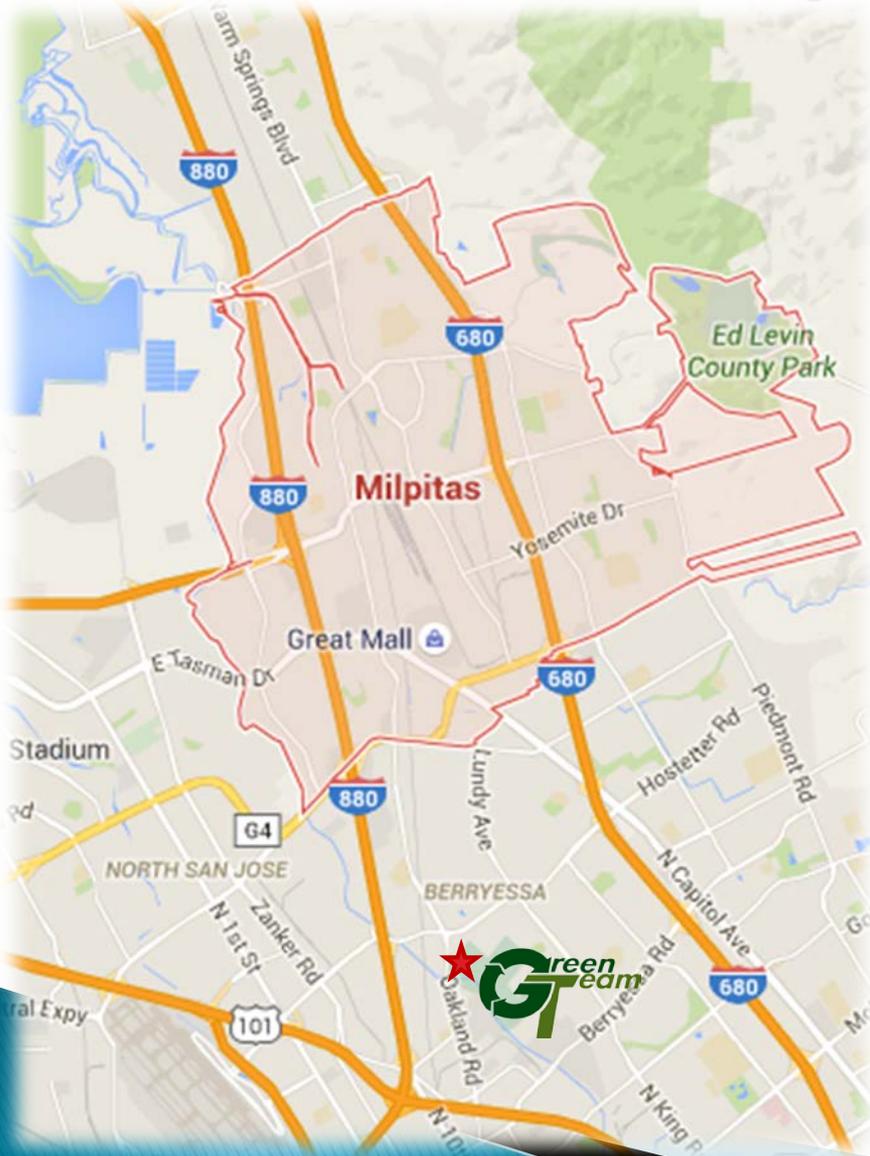
## Compost



# Implementation Plan

Activity	Start Date	End Date	Duration
Order Equipment and Carts	Dec. 2016	June 2017	Seven Months
Facility Set-Up	Jan. 2017	June 2017	Six Months
Public Education—Develop Introductory Mail Piece and Mail to All Customers	May 2017	July 2017	Two Months
Deliver Bins and Carts	August 1, 2017	August 31, 2017	Four Weeks
<b>Commencement of Service</b>	September 2017		

# 6 Miles to Milpitas



# Environmental Stewardship

Clean Air for Our Community  
Produced entirely in the United States



*Certified as a  
Bay Area  
Green Business*



2 Certified  
LEED  
Green  
Associates



# Safety Driven



# Local Experience



## ▶ City of San Jose

- Residential Customers: 48,939
- Multi-family Customers: 3,350



## ▶ Unincorporated County of Santa Clara

- Residential Customers: 6,676
- Multi-family/Commercial Customers: 187

# Local Experience



## ▶ City of Campbell

- Residential Customers: 9,068
- Multi-family/Commercial Customers: 1,347



## ▶ Town of Los Gatos

- Residential Customers: 8,885
- Multi-family/Commercial Customers: 759



## ▶ City of Saratoga

- Residential Customers: 9,782
- Multi-family/Commercial Customers: 230



## ▶ City of Monte Sereno

- Residential Customers: 1,107
- Multi-family/Commercial Customers: 3

# Community Involvement



## Annual Christmas Bike Give Away





**Thank you**



**for this  
Opportunity!**



# i. Title Page

## 15H2



## Proposal for

# Solid Waste, Recyclables and Organics Collection, and Processing Services

City of Milpitas

October 27, 2015

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## ii. Cover Letter

October 27, 2015

Mary Lavelle  
City Clerk  
City of Milpitas City Hall  
455 East Calaveras Boulevard  
Milpitas, CA 95035

Subject: **Proposal for Solid Waste, Recyclables, and Organics Collection and Processing Services**

Dear Ms. Lavelle and Proposal Reviewers:

Waste Connections of California, Inc. dba GreenTeam of San Jose has chosen to submit as a single entity. The staff at GreenTeam is excited about the opportunity to expand our service to the City of Milpitas (the City).

### **GreenTeam—The Choice to Support City's Integrated Waste Management Goals**

By selecting GreenTeam to provide solid waste, recyclables and organics collection, and processing services, the City will be supported in its goals. GreenTeam will do this by:

- keeping rates reasonable,
- providing customer service excellence,
- meeting diversion requirements,
- minimizing environmental impacts,
- providing cooperative and flexible service,
- supporting the community, and
- using proven integrated technology systems.

The enclosed executive summary and submittal describe in detail how we will achieve this. All of us at GreenTeam are committed to developing a positive relationship with the City of Milpitas and meeting its goals throughout the life of this contract.

### **Legal Entity and Business Structure**

Waste Connections of California, Inc. (WCCI) is a corporation. Upon contract award, WCCI will form Waste Connections of California, Inc. dba GreenTeam of Milpitas.

## Acceptance of Terms and Conditions

With submittal of this Collection Proposal, GreenTeam (proposer) acknowledges and accepts all terms and conditions of the Collection Agreement, except for any exceptions taken in Appendix J— Proposed Contract Modifications of our proposal.

## Acknowledgement of RFP Addenda

These addenda were downloaded by and fully reviewed by GreenTeam:

- Addendum 1, August 13, 2015
- Addendum 2, September 21, 2015
- Addendum 3, September 29, 2015

If you have any questions about our proposal please contact Bret Faulkner at the telephone and e-mail address indicated below.



Paul Nelson  
Division Vice President  
Waste Connections of California, Inc.  
1333 Old Oakland Road  
San Jose, CA 95112  
(408) 283-8500  
PaulN@WasteConnections.com  
**(Designated Representative  
Authorized to Bind Proposer)**



Bret Faulkner  
District Manager  
Waste Connections of California, Inc.  
1333 Old Oakland Road  
San Jose, CA 95112  
(408) 283-8500  
BretF@WasteConnections.com  
**(Proposal Evaluation Liaison)**



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# Executive Summary

*Proposer shall provide a concise executive summary to introduce its proposal; present its strategy and costs; and highlight unique aspects of its approach to servicing the City. The executive summary can be used to highlight any additional programs, service enhancements, or other innovations proposed.*

## Proposal Organization

As illustrated in the table of contents on the previous pages, we have organized our proposal following the order indicated in Section 5.1 Proposal Outline on pages 35–36 of the RFP.

We have repeated the requirements indicated in Sections 5.2 through 5.11 of the RFP using *gray italics text*, so that it will be clear to which portions of the RFP we are responding. Where the paragraphs within the evaluation criteria reference a given attachment, we have included the text from the attachment as well, in order to be sure we provide all of the information requested.

### Evaluation Criteria

We have included green call-out boxes addressing highlights of how Green Team of Milpitas, Inc. (GreenTeam) meets each evaluation criterion. By aligning our proposal with the evaluation criteria in this way, we hope this will make review and scoring easy for the review committee.

## GreenTeam—The Choice to Support City's Integrated Waste Management Goals

GreenTeam, a subsidiary of Waste Connections, Inc. (WCI), has established a reliable and responsive operation serving multiple municipalities in Santa Clara County. GreenTeam is committed to taking the City of Milpitas program to the next level—to meet state requirements for diversion, providing effective collection, processing, and marketing of recyclables, and meeting customer needs. If selected for the collection and processing contract, we will enhance services and implement expanded recycling, yard waste, and food waste programs.

The staff at GreenTeam is excited about the opportunity to serve the City of Milpitas. GreenTeam will support the City's goals for integrated waste management services by:

- keeping rates reasonable,
- providing customer service excellence,
- meeting diversion requirements,
- minimizing environmental impacts,
- providing cooperative and flexible service,
- supporting the community, and
- using proven integrated technology systems.





## Keeping Rates Reasonable

*Provide service at reasonable rates that are effectively managed over the term of the Franchise Agreement and Disposal Agreement to minimize future rate increases;*

By purchasing new CNG trucks, GreenTeam will substantially reduce its diesel fuel cost and operational cost in lieu of deploying an older fleet with substantially higher operating and overtime expense. Another advantage for City residents will be the entire \$2.5 million dollar CNG infrastructure investment already made at GreenTeam to accommodate the new fleet will be at no expense to this contract. The fleet uses automation to increase efficiency and reduce cost. We will also price our offerings in such a way to incentivize residents to use smaller garbage carts and recycle more. This will minimize costs to the customer while increasing diversion.

Using Green Team's existing vehicle, equipment, and maintenance yard and infrastructure located at 1333 Oakland Road in San Jose—just 5 miles from Milpitas—inherently reduces cost to customers. GreenTeam will rent a yard for front-load containers and roll-off boxes to be located in or near the Milpitas city limits.

By using CNG and existing facilities, contract execution can begin immediately with minimal start-up costs. The close proximity of GreenTeam's facilities to the City will minimize fuel cost and vehicle wear-and-tear—savings that can be passed onto customers. GreenTeam will also use an existing MRF—all proposed facilities needed are already in place, which will expedite contract implementation.

## Providing Customer Service Excellence

*Maintain high standards for customer service and convenience;*

All customer calls will be handled by GreenTeam's existing CSR facility located at 1333 Oakland Road in San Jose. GreenTeam's CSRs are familiar with the area and are part of the greater community. Local management allows responsive decision making. GreenTeam understands the community—they currently has a mixed cart system, which is unique in the Bay area. GreenTeam is willing to serve customer cans as well as all carts provided by GreenTeam. GreenTeam's operations in San Jose are similar, though all of Milpitas is closer to GreenTeam facilities than parts of San Jose currently served by GreenTeam. We're ready and capable of handling all service level expansion from mixed cart to provided carts.

Section 2.G. Customer Service describes in detail how GreenTeam's customer service program strives for excellence and continuous improvement. GreenTeam's focus on using CNG vehicles will enhance service satisfaction among City residents by aggressively reducing our carbon footprint.

Customers will have the convenience of finding information on-line, through the live ReCollect applications, via telephone and e-mail, and in person at GreenTeam's local office.



## Meeting Diversion Requirements

*Meet current and pending State and local diversion requirements;*

### Meeting CalRecycle Diversion Goals

The California Department of Resources Recycling and Recovery (CalRecycle) provided diversion goals at a statewide level with a goal of 75% diversion by the year 2020. As stated in the RFP, the City's current diversion rate is 60.2%. GreenTeam is committed to moving the City toward 75% diversion through new recycling, yard waste, and food waste programs with a heavy emphasis on customer education as well as customer cost savings related to using smaller garbage carts and containers. GreenTeam is prepared to meet CalRecycle's more stringent parameters on composting yard trimmings.

### Diversion Strategies

**Composting From the Waste Stream.** If the City wishes, GreenTeam is immediately ready to phase-in a program of removing compostable materials from garbage, which can achieve a **15% increase in diversion over the next four years.**

**Encouraging Single 32-Gallon Container Use.** GreenTeam's programs can reduce the number of residential service recipients with more than one 32-gallon garbage container to less than 20% by educating customers about how to and what to recycle (including yard and food waste), and making it easy and convenient for them to do so. GreenTeam's volume-based pricing system and integrated waste management solution is designed to maximize recycling and waste prevention by customers and reduce the amount of waste that makes it to the landfill.

**Meeting 75% Waste Stream Diversion Goal.** GreenTeam is also committed to moving the City closer to meeting the state's 75% waste stream diversion goal by January 1, 2020. With the City's input, we will develop **practical, cost-effective solutions to get the best return on investment for its diversion programs.**

These programs can include encouraging 32-gallon garbage cart use via advantageous pricing, and providing an intensive "How-To" education for residential recycling, yard waste, and food waste customers. Annually, GreenTeam will monitor and audit the results of these programs to determine the diversion success beyond the current level of 60.2%. This will be done three times during the period leading up to June, 30 2018 (midway between the September 6, 2017 contract start and January 2020), at which point we will determine if additional outreach activities will be necessary.

In addition to meeting AB 141, which requires commercial customers w/ more than 4 cubic yards of municipal solid waste (MSW) per week be offered recycling, multifamily complexes with five or more

### Diversion Plans—Diversion Ability

- ✓ GreenTeam's proposed base services will move the City closer to meeting AB 341 recycling diversion goals by rolling out additional recycling areas and providing improved customer education.
- ✓ GreenTeam's proposed base services will move the City closer to meeting 1826 organics diversion goals by identifying and evaluating organics-rich commercial customers and offer a third container for compostables—an expansion that could result in achieving an additional 30 tons per day diverted by 2020.



units will also have outreach and recycling opportunities. GreenTeam will offer the recycling program to all businesses and multifamily.

If additional programs are necessary to reach the 75% goal, GreenTeam will look at creative, incremental alternatives including removing all organics from the waste stream. To comply with AB 131, the greatest gains in diversion will likely come from optimizing single-stream recycling in the commercial customer base, in which a two- or three-bin system could be used to deliver garbage to a facility that separates and composts organics and food waste.

Results will be monitored daily, weekly, and monthly—and reported quarterly through June 30, 2018 to determine if diversion goals are met. If the goal still has not been met, the next step would be to take commercial, multifamily dwelling, and/or residential municipal solid waste to be processed to meet the final diversion goals. This will leave 18 months to finalize the final program that will sustain 75% diversion beyond January 1, 2020.

**Diverting Residential Food Waste as Part of Alternative Program.** To eliminate residential food waste from the waste stream, if the City selects the alternative program, GreenTeam will provide food waste collection separate from yard waste and will encourage participation through customer outreach education. If requested by customers, GreenTeam will provide indoor food waste pails for kitchen collection. Customers will be able to put kitchen waste into brown paper bags (no plastic), then into their yard waste carts—or mix kitchen waste with leaves and other yard trimmings directly in their yard waste carts. Customers will place food waste, in a tied, secured bag inside the yard trimmings cart. The processing facility will pull out the bags and process as organics, separate from the yard trimmings. Food waste will be processed at GreenWaste Recovery's 625 Charles St. location in San Jose, and then it will be delivered to GreenWaste Recovery's Z-Best facility for composting.

GreenTeam's recyclables collection and processing and public education programs offer efficient, well-managed collection and effective education for successful recycling of residential and commercial wastes.

## CARB Compliance

Historically, the California Air Resources Board (CARB) has increased regulations on air emissions reduction requirements. GreenTeam is prepared to meet increased regulation on air emissions as we continue to convert our fleets to CNG. The GreenTeam maintenance facility has been retrofitted to support both diesel and CNG vehicles and a CNG fueling station was recently built that will support over 100 CNG trucks.

## Successes

GreenTeam has been a leader in meeting AB 341 and AB 1826 diversion requirements for composting on its existing contracts, including full implementation of AB 341 for West Valley Recycling.



## Minimizing Environmental Impacts

*Minimize environmental impacts of the collection operations;*

GreenTeam through its recycling services to businesses and multifamily dwellings in Santa Clara County, is in compliance with CalRecycle's AB 341. GreenTeam is proposing separate programs for residential, multifamily, and commercial outreach for the City of Milpitas.

GreenTeam offers a lower carbon footprint by CNG vehicles and collection efficiency.

## Providing Cooperative and Flexible Service

*Work with a contractor that cooperatively delivers service to customers and City, and with flexibility in addressing issues as they arise;*

GreenTeam offers flexibility to provide base contract services and options for alternative program customized to meet the City's needs. GreenTeam's proposal for base services includes using a blend of customer-provided cans and carts to be provided by GreenTeam.

Achieving 75% diversion will require a flexible and creative partner to identify ways to meet the goals while optimizing expenditures. Should the 75% diversion goal become mandated by the state, GreenTeam will work with the City to create new programs that offer the greatest diversion return on the City's investment.

As an example of flexibly serving the contract, which requires 4 customer cleanups annually, customers will be able to request 4- or 6-yard front-load bins/containers in their front yard.

## Supporting the Community

*Engage a collection contractor that is a strong community citizen by supporting the City, its schools, community groups, and business community; and,*

GreenTeam has been highly supportive to the San Jose community and will provide the same level of effort for the City of Milpitas. For San Jose, GreenTeam has

- participated in 25 events and presentations during 2014, contacting over 3,235 San Jose residents;
- provided eight school presentations on the importance of recycling and how to participate in the program and participated in 17 community events where we staffed tables and booths promoting recycling and diversion; and
- participated in Waste Connections' Annual Christmas Bike Giveaway: In 2014, with the help and support of its employees and vendors, GreenTeam purchased and assembled 94 new children's bicycles and helmets. It was GreenTeam's second annual Christmas in the Park/City of San Jose's Environmental Alley Bike Giveaway. GreenTeam donated 54 new bicycles with helmets, which were raffled off to children visiting Christmas in the Park. The event was held during the evening of December 22, 2014 on the main stage of Christmas in the Park. Additionally, GreenTeam donated 30 new children's bicycles and helmets to City Team in San Jose.



In 2014, GreenTeam also provided monetary donations to seven non-profit organizations and service donations to four events.

Pursuant to the contract, GreenTeam will give monies to schools. We can offer recycling educational programs that dovetail.

## Using Proven Integrated Technology Systems

*Work with a collection contractor that offers City access to routing, customer service, customer account, and tonnage data through use of integrated technology systems.*

### Real-Time Access for the City and Customers

As described in Section 2.K.3. Information Accessibility, GreenTeam will establish a web-based system that enables the City to access GreenTeam's customer service and billing system on a 24-hour, real-time basis. GreenTeam will also provide web-based access to street sweeping information.

GreenTeam's Route Manager software integration uses cloud technology with on-board tablets for driver use and the cities and their customers have access to live collection timing information. Capabilities of the ReCollect system proposed for the City of Milpitas include real-time, web-based communication with residents, providing information that aids in reaching diversion goals, and managing and notifying customers of changes. Waste Connections of Washington, Inc.'s Vancouver operations, its clients, and customers have been delighted with the ReCollect system.

For additional information, please see **Appendix A—ReCollect Case Study: Vancouver, Washington**, which describes the successes of the system there. For more information about ReCollect, please see also <https://recollect.net/for/msw>.



# 1. Company Description

## 1.A. Business Structure

### 1.A.1. Authorized to Do Business in California

*Confirm that proposer is authorized to do business in California;*

Proposing entity is Waste Connections of California, Inc. dba GreenTeam of Milpitas (WCCI). WCCI's business license number is C0800487. (The business name Green Team of Milpitas, Inc. will be registered upon contract execution.)

### 1.A.2. Legal Entity

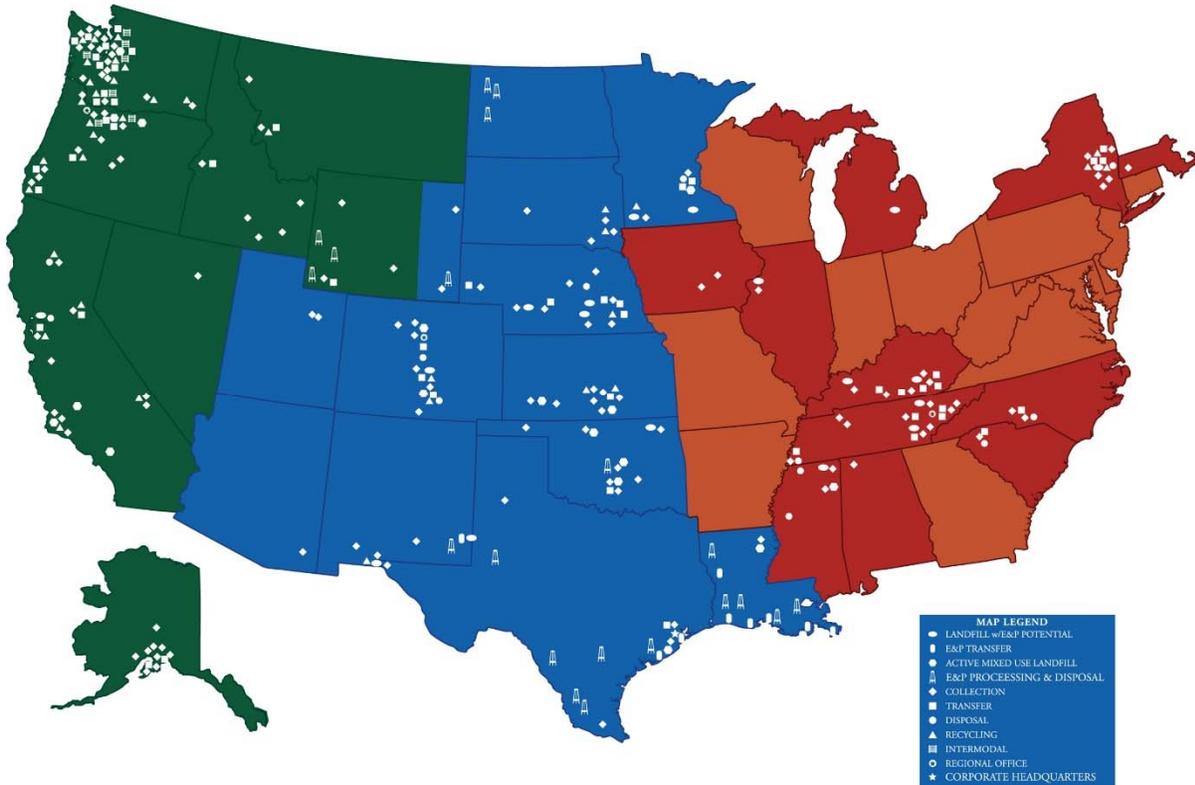
*Identify the legal entity that would execute the Franchise Agreement. State whether each entity is a sole proprietorship, partnership, corporation, or joint venture. Describe in detail the relationship of the proposer to the executing entity. If the proposer is a joint venture, describe where the entities have collaborated before;*

The legal entity that would execute the Agreement is Waste Connections of California, Inc. dba GreenTeam of Milpitas. Providing service in Santa Clara Valley since 1993, GreenTeam has consistently provided fresh and innovative approaches to collection and recycling by utilizing the most creative and efficient methods of recycling available. In September 2003, GreenWaste Recovery and other partners sold GreenTeam of San Jose to Waste Connections of California, Inc. The parent company of Waste Connections of California, Inc. dba GreenTeam is Waste Connections, Inc. (WCI).

#### About Waste Connections, Inc.

##### **General Overview**

Waste Connections, Inc. (WCI) is the third largest publicly traded solid waste services company in the United States. WCI is a publicly traded (NYSE symbol WNX) regional, integrated environmental services company that provides solid waste collection, transfer, disposal, and recycling services, as well as petroleum exploration and production (E&P) throughout the United States. For more information, see <http://www.wasteconnections.com/>. From its base of operations in The Woodlands, Texas, WCI oversees the extensive waste services network illustrated in the map below.



## Facilities

This map reflects facilities as of February 2014. In 2012, WCI's operations included 151 waste collection service locations; 54 MSW landfills; 75 MSW transfer stations, several of which that are railroad-served and three that are barge-served; 38 materials recovery facilities (MRFs); 7 intermodal railroad facilities; 17 green-waste, food-waste, wood-waste processing, and composting operations; and 21 landfill gas-to-energy projects. WCI's E&P operations include 68 closed-loop treatment systems located at various facilities; 19 oil recovery facilities located at various facilities; 15 liquid waste treatment facilities; 20 deep-injection wells; 8 E&P solid waste landfills; and 7 marine transfer stations.

## Growth

Since its founding in 1997, WCI has grown through a series of acquisitions of private waste companies; divestitures from other solid waste companies; privatization of governmental operations; and successfully bidding, securing, and maintaining a large number of municipal contracts.

## Management Philosophy and Financial Resources

The WCI corporate philosophy is based on the belief that the solid waste service business is a local business best managed by professionals living and working in the communities we serve. WCI strives to provide service excellence for those communities that place their trust in our company and



are always dedicated to putting our customers first. We look to technology and growth to help our customers, employees, and shareholders "Connect with the Future."

**As a public company, we have the resources to meet every customer's needs in a cost-effective and environmentally compatible manner.** We understand the markets, the philosophy, and the unique needs of the customers we serve whether they are industry, commercial accounts, municipal jurisdictions, or residential subscribers. The company's strategic objective is to build a leading solid waste services company in secondary markets primarily in the Western United States focusing on customer service excellence and the utilization of improved technology to enhance efficiency within the markets we serve.

Both corporate-wide and locally, we are committed to improving the environment for the future of the communities we live in and serve. We believe that our services play an integral part of improving the environment and are always mindful of having the most cost-effective waste management solutions for our customers. In addition, we are committed to the safety of our workers and have programs in place to continually upgrade our risk management and environmental policies.

WCI's ability to effectively and ethically operate has been driven by our emphasis on integrity since the inception of the Company. Integrity is imperative throughout the organization—not only in the financial and accounting arena, but also in compliance with laws governing our employees, anti-trust and competitive practices. It also applies to our environmental track record as we work with regulators in a large number of states. WCI is committed to this value and continuously strives to have the systems in place to ensure the preservation of integrity. A strong internal and external audit program has been and will continue to be integral to the corporate philosophy.

The Waste Connections, Inc. Statement of Values, created by a team of corporate, region and district employees, guides our daily and long-term decisions.

### *Statement of Values*

Honoring our commitments provides our stakeholders peace of mind and establishes us as the premier solid waste services company in the markets we serve. This creates a safe and rewarding environment for our employees while protecting the health and welfare of the communities we serve, thereby increasing the value for our shareholders

### *Operating Values*

**Safety.** We strive to assure complete safety of our employees, our customers, and the public in all of our operations. Protection from accident or injury is paramount in all we do.

**Integrity.** We define integrity as "saying what you will do and then doing it." We keep our promises to our customers, our employees and our stockholders. Do the right thing, at the right time, for the right reason.

**Customer Service.** We provide our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.



**A Great Place to Work.** We maintain a growth culture where our employees can maximize their potential personally and professionally. Our objective is to provide an environment where people enjoy what they do and take pride in their work. We wish to embody a work hard, play harder culture.

**To Be the Premier Solid Waste Services Company in the U.S.** We continue to provide superior returns, remain environmentally responsible, and continue to grow in a disciplined way, deploying resources intelligently and benefiting communities we live in.

### **Vision of the Future**

Our goal is to create an environment where self-directed, empowered employees strive to consistently fulfill our constituent commitments and seek to create positive impacts through interactions with customers, communities, and fellow employees, always relying on our Operating Values as the foundation for our existence.

### **Local Autonomy and Economy of Scale**

We believe that decentralization provides a low-overhead, highly efficient operational structure that gives WCI a strategic competitive advantage. Local employees are empowered and supported to make decisions—resulting in responsive and timely service provided by people who know the community—from WCI’s district and facility managers to the customer service representatives answering the phone. They are backed by WCI’s financial management, accounting, information systems, environmental compliance, risk management, and certain personnel functions, which are centralized and shared among locations to improve productivity, lower operating costs and control certain assets. While district management operates with a high degree of autonomy, the Company’s regional and senior officers monitor district operations and require adherence to accounting, purchasing, marketing, and internal control policies, particularly with respect to financial matters.

### **Management Expertise**

WCI has demonstrated expertise in the management, design, oversight, construction, and operation of today’s municipal solid waste facilities—employing the latest innovations in design, permitting, operating, monitoring, and closure of landfills and transfer stations, as well as relying on “tried and true” best industry practices.

WCI has developed a highly experienced and effective team of experts who have dealt with every possible issue related to operations, engineering, the environment, and accounting. WCI’s legal experts work diligently to resolve disputes and prevent them in the first place. WCI’s management is structured with a focus on servant leadership that results in successful contracts. This team is extremely well trained and functions to make sure transitions are completed in an orderly, efficient, and effective manner.



## Contracts and Scope

WCI has achieved success in all aspects of governmental/municipal contracts and currently holds approximately 800 contracts with county, city, and joint powers authorities (JPAs). The scope of services for these contracts varies from simply providing recyclable materials processing, composting, waste collection, and waste transfer or transport, to full-scale responsibilities in the design, permitting, and operation of landfills and transfer stations. WCI typically negotiates or renegotiates approximately 120 of these agreements each year.

WCI's nationwide reach includes over two million municipal, industrial, commercial, and residential customers. Its landfills currently receive over 3,500,000 customer loads per year, and capably process and dispose of over 13.5 million tons of waste annually. WCI's transfer stations also handle millions of tons of waste each year and many thousands of customer loads.

## Permitting and Compliance

Every WCI-operated or owned facility complies with local zoning rules and regulations, holds and complies with the requisite zoning permits, including, where applicable, conditional-use permits with specific terms and conditions of approval. WCI conforms to applicable governmental solid waste management plans, maintains required business licenses, and complies with the siting criteria of RCRA Subtitle D and associated state rules. WCI also holds permits and complies with state solid waste management facility permit requirements for

- ground-water resource protection,
- surface-water resource protection,
- storm water protection,
- flood plain protection,
- wetlands mitigation,
- critical habitat and threatened or endangered species, and
- air pollution and emission.

For every facility, WCI must actively monitor possible environmental impacts related to inappropriate disposal of hazardous or toxic materials, surface and groundwater, air, and landfill gas. WCI has established work practices that support the personal safety of employees, customers, and local communities.

Every WCI facility routinely undergoes detailed site inspections from company compliance inspectors, non-WCI owners, state and local regulatory officials, and, occasionally, federal regulatory officials. Our exposure with operating all these facilities is vast, yet we're proud that our operating record remains impeccable—second to none in the solid waste industry.



### 1.A.3. Years in Business; Ownership

*State the number of years the entity(ies) have been organized and doing business under this legal structure. Proposal must include all the names of company's (and executing entities' if different than company's) owners/stockholders with greater than a 10% holding and creditors owed a debt greater than 10% of the company's total assets;*

Green Team of Milpitas will be registered as a dba of Waste Connections of California, Inc. as of contract execution. Waste Connections of California, Inc. was established in 1976.

As of June 30, 2015, T. Rowe Price Associates, Inc. owned 11.59% of the outstanding shares of WCI stock. For GreenTeam, Inc., WCI owns 100% of the outstanding shares of stock.

There is no single creditor to which WCI owes a debt greater than 10% of the company's total assets.

### 1.A.4. Ownership by Other Businesses

*Identify other businesses with ownership by principals and/or management; and,*

No other businesses will have ownership in GreenTeam of Milpitas.

### 1.A.5. Subcontractors

*Identify each subcontractor to be used, describe their qualifications to provide the service, and summarize all services they will perform. Proposer shall describe any current or past working relationship with the subcontractor(s) in the past five years.*

Please see Section 2.J.1. Subcontractor Information for a list of the subcontractors GreenTeam will use.

Please see also the following sections for a description of the services, capacity, and qualifications of GreenTeam's proposed subcontractors.

- 2.B. Recyclable Materials Processing
- 2.C. Organic Materials Processing
- 2.D. Residential On-Call Bulky Item Clean-Up

Green Team of Milpitas, Inc. will provide regular street sweeping and add subcontracting for extra service during November and December (Contractor TBD).



## 1.B. Collection Experience

Proposer must describe its experience serving jurisdictions in California (preferably serving jurisdictions of similar or larger size and similar demographics to the City of Milpitas). Items 1-3 apply to street sweeping. Proposer’s description for each comparable jurisdiction shall include:

1. The name of the jurisdiction where the services were provided, commencement date of services and term of the agreement;
2. The service provided (e.g., solid waste collection, recyclable materials collection, organic materials collection, processing, transfer, street sweeping, etc.);
3. The name, address, and telephone number of the jurisdiction’s representative responsible for administering the agreement; and,
4. The number of single-family, multi-family, and commercial customers served.

### Experience and Qualifications—Collection and Processing

- ✓ Track record of success in providing the requested or similar services to other jurisdictions in Santa Clara County.

## 1.B. Collection Jurisdiction A—City of San Jose Environmental Services Department: Waste Connections of California, Inc., d.b.a. GreenTeam of San Jose

1.	Services Commencement	July 1, 2010
	Term of Agreement	June 30, 2021
2.	Collection Services Provided	Solid Waste Collection Recyclable Materials Collection Processing (Discontinued Processing 3/31/14) Transfer <ul style="list-style-type: none"> <li>▪ Bulky Item Pickup</li> <li>▪ Used Motor Oil Curbside Collection</li> <li>▪ Assist With Reporting</li> <li>▪ Educational Outreach</li> <li>▪ Industrial Drop Box Services Used for Neighborhood Clean-Up Events</li> </ul>
3.	Jurisdiction Representative Name Address Telephone Number	Jo Zientek 200 E. Santa Clara Street, 10th Floor, San Jose, CA 95113 (408) 538-8550
4.	Single-Family Customers Served Multifamily Customers Served Commercial Customers Served	48,727 3,343 0



### 1.B. Collection Jurisdiction B—West Valley Solid Waste Management Authority c/o Hilton Farnkopf & Hobson LLC; West Valley Collection & Recycling, LLC

1.	Services Commencement	March, 1, 2007
	Term of Agreement	February 28, 2024
2.	Collection Services Provided	<p>Solid Waste Collection            Recyclable Materials Collection            Organic Materials Collection (Residential and Commercial Yard Trimmings and Commercial Organics Composting)            Processing (Discontinued Processing 3/31/14)            Transfer</p> <ul style="list-style-type: none"> <li>▪ Bulky Item Pickup</li> <li>▪ Used Motor Oil Curbside Collection</li> <li>▪ Annual clean-up</li> <li>▪ Assist With Reporting</li> <li>▪ Educational Outreach</li> <li>▪ Industrial Drop Box Services Used for Neighborhood Clean-Up Events</li> </ul>
3.	Jurisdiction Representative Name Address Telephone Number	Robert Hilton 201 N. Civic Drive Suite 230, Walnut Creek, CA 94596 (925) 977-6961
4.	Single-Family Customers Served Multifamily Customers Served Commercial Customers Served	28,704 Included in Commercial Count 2,347

### 1.B. Collection Jurisdiction C—County of Santa Clara Integrated Waste Management Division—District 3 and District West: Waste Connections of California, Inc., d.b.a. GreenTeam of San Jose

1.	Services Commencement	2007 (District 3 Contract); 2015 (District West Contract)
	Term of Agreement	June 30, 2014 (District 3 Contract); June 30, 2025 (District West Contract)
2.	Collection Services Provided	<p>Solid Waste Collection            Recyclable Materials Collection            Organic Materials Collection (Residential and Commercial Yard Trimmings)            Processing (Discontinued Processing 3/31/14)</p> <ul style="list-style-type: none"> <li>▪ Used Motor Oil Curbside Collection</li> <li>▪ Household Battery Collection</li> <li>▪ Annual Clean-Up</li> <li>▪ Assist With Reporting</li> </ul>



		<ul style="list-style-type: none"> <li>▪ Educational Outreach</li> <li>▪ Industrial Drop Box Services Used for Neighborhood Clean-Up Events</li> </ul>
3.	Jurisdiction Representative Name Address Telephone Number	Amy Brown, Manager 1553 Berger Drive, Building #1, San Jose, CA 95112 (408) 918-4622
4.	Single-Family Customers Served Multifamily Customers Served Commercial Customers Served	1,506 (District 3 Contract); _6,593___ (District West Contract) 0 (District 3 Contract); _____ (District West Contract) included in commercial count 11 (District 3 Contract); __166___ (District West Contract)

### 1.C. Service Initiation Experience

*The City is interested in each proposer’s experience with implementation of new franchise agreements and new organics programs. Include two reference projects for which the proposer has initiated a new collection contract and/or new collection services. For each reference program, the description shall include:*

1. *The name of the jurisdiction where the services were provided and commencement date and term of the agreement;*
2. *The service initiation performed (i.e., initiation of a new franchise agreement, multi-family and commercial food scraps collection, etc.);*
3. *The name, address, and telephone number of the jurisdiction’s representative responsible for administering the agreement;*
4. *The number of residential and commercial customers served;*
5. *Description of how the company handled the specific requirements for the procurement of vehicles and personnel; training of personnel; billing and fee collection services; determination of routes and operating procedures; delivery of containers; public outreach; and the preparation of procedures to ensure a smooth transition from one company to another and one type of service to another, use of recycled-content carts; and,*
6. *Identification of problems that occurred during the initiation of the new contract and solutions implemented to solve the problem(s).*

**Experience and Qualifications—Collection and Processing**

- ✓ Successful implementation of new collection and processing services and new franchise agreements and obligations that are similar to the City’s services in comparable sized communities.

### 1.C. Service Initiation Jurisdiction A—County of Santa Clara Integrated Waste Management Division (District 3)

1.	Services Commencement	2007
	Term of Agreement	June 30, 2014
2.	Service Initiation Services Provided	Initiation of a new franchise agreement Residential food scrap collection Commercial food scraps collection (to be initiated in 2016)



		Use all-contractor-provided carts
3.	Jurisdiction Representative Name Address Telephone Number	Amy Brown, Manager 1553 Berger Drive, Building #1, San Jose, CA 95112 (408) 918-4622
4.	Single-Family Customers Served Multifamily Customers Served Commercial Customers Served	1,400 0 11
5.	<p>Vehicle Procurement. Planned procurement with adequate lead time and a sound financial plan to ensure delivery in advance of the dates needed.</p> <p>Personnel Procurement. Used WCI recruiting to qualify, interview, and select candidates.</p> <p>Personnel Training. Provided training to all new hires that met the requirements of the contract and WCI's rigorous training programs.</p> <p>Billing and Fee Collection. Used WCI's corporate billing system, where customers can pay online, over the phone, and in person. The system was set up locally and customer data is managed locally. WCI corporate uses the data to generate invoices.</p> <p>Route Determination. Examined existing customer database and migrated data to the route management system. Routes and pick-up dates were created for efficiencies and communicated with customers.</p> <p>Operating Procedures. Safety is our #1 core value. Implemented operating procedures to provide efficient, cost-effective, and customer-focused service.</p> <p>Delivery of Containers. For the initial service transition on this contract, residential customers used their existing garbage and yard waste carts, and new recycling carts were delivered to all. Where customers desired new or different garbage or yard waste carts, we provided them prior to removing their old containers.</p> <p>Public Outreach. An introductory letter, recycling how-to guide, and collection day mailer were provided. Held informational community meetings.</p> <p>Transition Procedures. Worked with the other hauler and with the County to ensure a smooth transition. Transition procedures encompassed all of the items above.</p> <p>Use of Recycled-Content Carts. This was not done for the County contract.</p>	
6.	<p>Problems and Solutions</p> <p>In the rare cases where our services do not meet customer or agency expectations, we strive to remedy the situation immediately and identify and implement measures to prevent future problems.</p> <p>The 2007 rollout went smoothly with minimal challenges. However, GreenTeam has experienced some lessons learned pertaining to customer service relative to its 2014 roll-out of services for Santa Clara County pertaining to missed calls and call center volumes related to database problems. These problems were remedied by drawing on additional GreenTeam resources to staff the phone system and upgrading the phone system to handle the influx of calls. GreenTeam diligently worked with its customers to correct erroneous and missing data provided by the previous hauler—resolving issues and establishing regular service.</p> <p>For the City of Milpitas, GreenTeam will be sure to have the City verify that data received from the previous hauler is accurate and complete—including dates of service for individual customers. This information is crucial for GreenTeam to develop its routes, etc. and will prevent overwhelming the call center with missed service calls. For customers who have a date change, a second outreach piece will be sent to them indicating their new collection days.</p>	



## 1.C. Service Initiation Jurisdiction B—West Valley Solid Waste Management Authority c/o Hilton Farnkopf & Hobson LLC; West Valley Collection & Recycling, LLC

1.	Services Commencement	March, 1, 2007
	Term of Agreement	February 28, 2014
2.	Service Initiation Services Provided	Initiation of a new franchise agreement Commercial food scraps collection Transition to all-contractor-provided carts
3.	Jurisdiction Representative Name	Robert Hilton
	Address	201 N. Civic Drive Suite 230, Walnut Creek, CA 94596
	Telephone Number	(925) 977-6961
4.	Single-Family Customers Served	28,093
	Multifamily Customers Served	
	Commercial Customers Served	2,286 (Includes Multifamily)
5.	<p>Vehicle Procurement. Planned procurement with adequate lead time and a sound financial plan to ensure delivery in advance of the dates needed.</p> <p>Personnel Procurement. Used WCI recruiting to qualify, interview, and select candidates.</p> <p>Personnel Training. Provided training to all new hires that met the requirements of the contract and WCI's rigorous training programs.</p> <p>Billing and Fee Collection. Used WCI's corporate billing system, where customers can pay online, over the phone, and in person. The system was set up locally and customer data is managed locally. WCI corporate uses the data to generate invoices.</p> <p>Route Determination. Examined existing customer database and migrated data to the route management system. Routes and pick-up dates were created for efficiencies and communicated with customers.</p> <p>Operating Procedures. Safety is our #1 core value. Implemented operating procedures to provide efficient, cost-effective, and customer-focused service.</p> <p>Delivery of Containers. For the initial service transition on this contract, residential customers received all new containers, which were provided prior to removing their old containers.</p> <p>Public Outreach. An introductory letter, recycling how-to guide, and collection day mailer were provided. Held informational community meetings.</p> <p>Transition Procedures. Worked with the other hauler and with the West Valley JPA to ensure a smooth transition. Transition procedures encompassed all of the items above.</p> <p>Use of Recycled-Content Carts. This was not done for the West Valley contract.</p>	
6.	<p>Problems and Solutions</p> <p>For the rollout, although customers were mailed notifications of collection day changes, a significant number of customers failed to set-out their carts on their new collection days. Within two days, GreenTeam had placed notices on their carts indicating their new collection days.</p>	

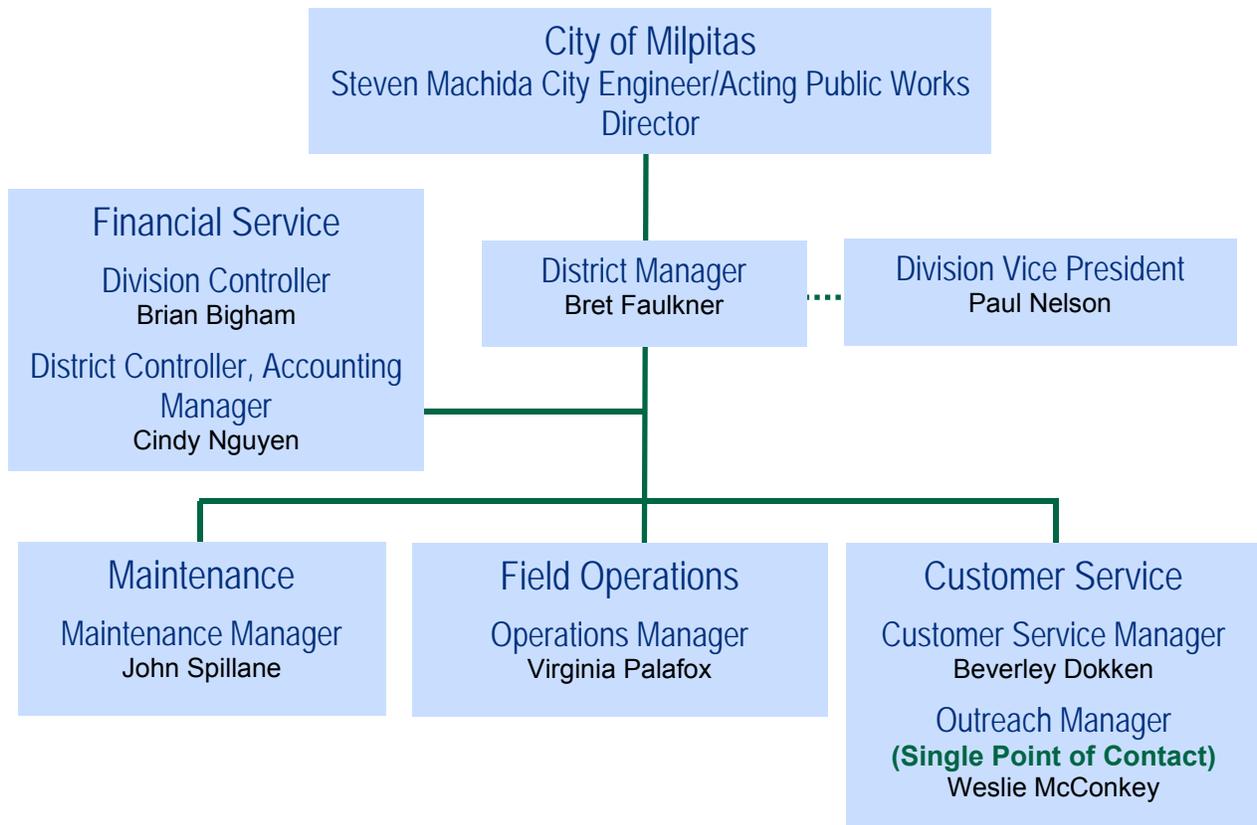


## 1.D. Key Personnel

Provide an organization chart for key personnel the proposer plans to assign to: (1) the implementation team; and, (2) the ongoing management of the services provided under the Franchise Agreement.

GreenTeam's proposed implementation team below will provide ongoing management of the contract.

### 1.D.1. GreenTeam Team Organizational Chart





## 1.D.2. Local Service Provided by Local Staff

GreenTeam has a decentralized management philosophy with independent local operations to facilitate timely decision making. You're talking with the person with the authority to make decisions! When City customers call GreenTeam, they will be speaking with a customer service representative from our local office who understands the nuances of the community.

GreenTeam is a strong believer in supporting the community in which we conduct services—including **hiring locally**. Similar to buying merchandise over the internet, the money does not stay within the community if employees are not local. GreenTeam's approach is to help boost the local economy by providing world-class customer service with local professionals. .

Additionally, GreenTeam strives to purchase parts and materials from local suppliers. In cases where we decide to send our trucks out for repairs we will ensure to look at the local vendors first.

## 1.D.3. Staff Qualifications

*At a minimum, provide the names, contact information, and qualifications for staff in the following or comparable positions:*

- *Regional Manager*
- *District Manager*
- *Site Manager*
- *Operations Manager*
- *Customer Service Manager*

*Provide the name, contact information and qualifications for the person who will serve as the primary contact person for the City during the term of the Franchise Agreement.*

*If specific individuals have not been identified for one or more positions, provide the job description and/or hiring criteria that will be used to select the individual.*

### Experience and Qualifications—Key Personnel Qualifications

- ✓ The same proposed, highly qualified transition team staff will provide ongoing management of the contract—establishing long-term working relationships with the City and requiring a single process of learning how to meet the City's needs and preferences.

### Division Vice President—Paul Nelson

(408) 283-8500

PaulN@WasteConnections.com

### Responsibilities

As division vice president, Paul Nelson will provide guidance to the GreenTeam's district management to map-out and implement a program for the transition that ensures reliable operations. He will ensure that GreenTeam has the financial, staffing, and equipment resources needed to cost-effectively support solid waste and recycling customers in Milpitas.



## Background

Paul has worked in the solid waste industry since 1989. He is division vice president for the Bay Area division of Waste Connections of California and has been employed with WCI since 2003. Since 2000, Paul has performed several roles for GreenTeam and West Valley Collection & Recycling, including district manager. Having spent several years at BFI, he performed municipal contracting and acquisition duties as well as facility management of a landfill and transfer station system in Arizona. From 1995 through 1999, he performed contract negotiations and administration at BFI's operation in San Mateo County. Paul holds a bachelor of science in business administration from University of California, Berkeley.

## References

- Jo Zientek, City of San Jose Environmental Services Department, (408) 535-8550
- Robert Hilton, Hilton Farnkopf & Hobson LLC, (925) 977-6961
- Evan Low, Ca. State Assembly Person, (408) 839-6496

## Primary Contact Person and District Manager—Bret Faulkner

(408) 283-8500

BretF@wcnx.org

## Responsibilities

As district general manager, Bret Faulkner manages over 150 employees. He formulates both short-term and long-term goals and action plans for continuous safety improvement. Bret monitors budget and operating metrics while diagnosing and improving processes, procedures and performance. He will ensure that GreenTeam provides premium customer service and resources needed to cost-effectively support solid waste and recycling customers in Milpitas.

## Background

Bret has worked in the transportation industry since 1978. He has worked in the solid waste industry since 2006. He is the district general manager for the Green Team of San Jose, Waste Connections of California, Inc., and has been employed with WCI since 2011. Since 2000, Mr. Faulkner has performed several roles for Waste Connections, including district manager in San Luis Obispo.

## References

- Bill Helms, City of Campbell, (408) 426-4716
- Jerry Nelson, City of San Jose, (408) 975-2538



## Operations Manager—Virginia Palafox

### Responsibilities

As operations manager, Virginia Palafox will manage drivers, facility and equipment operators, and laborers, ensuring that operational expectations are met for safety, productivity, and meeting customer needs. She will keep the GreenTeam district manager informed on a day-to-day basis of the strategic planning, status of drivers, customer issues, safety issues, vehicle and equipment needs, as well as issues that need to be reported to the City. Virginia will implement safety and compliance programs, staffing, route planning, budgeting, and customer service. She will support the GreenTeam driver supervisors and outreach specialists by providing coaching, general instruction, safety instruction, and information on upcoming events within the City. She will regularly talk with outreach specialist regarding customer visits and the related information that is compiled.

### Background

Virginia has worked in the solid waste industry since 1998, bringing with her experience in the daily operations of residential, multifamily, and commercial collection. She also operated the MRF for 15 years. Virginia also has a very strong background in safety, serving as a certified Smith System trainer. She has been with WCI since 2003 and has held the position of operations manager for the past 15 years at GreenTeam. Virginia began her career as customer service representative for Green Team in 1998. She was promoted to operations supervisor for Green Team MRF in 2000. Virginia earned an AA degree from Evergreen College in 1994.

### References

- Jerry Nelson, City of San Jose
- Kelly Deroucher, KD&D Construction, 408/314-5518

## Division Controller—Brian Bigham

(408) 283-8500

BrianBi@wcnx.org

### Responsibilities

As division controller, Brian Bigham oversees the financial functions of several of Bay Area Division operating locations. He works in tandem with the district manager and the district controller to ensure the finances of the district are maintained and reported per generally accepted accounting principles (GAAPs). Brian is also responsible for the monthly financial close, monthly financial reporting, annual budgeting, and quarterly accounting representation reporting for GreenTeam.

### Background

Brian has been in the solid waste and recycling industry since 1999, including seven years with Waste Management. An employee of WCI since 2006, he holds a bachelor of science in business administration with a concentration in accounting from Fresno State University.



## References

- Donna Perala, City of San Jose Environmental Services Department, (408) 535-8550
- Marva Sheehan, Hilton Farnkopf & Hobson LLC, (925) 977-6961

## District Controller, Accounting Manager—Cindy Nguyen

(408) 283-8500  
CindyN@wcnx.org

## Responsibilities

As accounting manager for the contract, Cindy Nguyen oversees the financial functions of several of WCI's local operating locations. She works in tandem with the district manager to ensure the finances of the district are maintained and reported per generally accepted accounting principles (GAAPs).

## Background

Cindy has been in the solid waste and recycling industry since 1999, including ten years with WCI and six years with Waste Management. At WCI, as accounting manager for GreenTeam and WVC&R, she is responsible for the monthly financial close, and monthly reporting for the company. Cindy holds a bachelor of arts in business administration with accounting emphasis from California State University, Fullerton.

## References

- Beth Chia, California Public Utility Commission, retired (415) 378-2092
- Farouk Fakira, Finance Manager, South Bayside Waste management Authority, (916) 717-1006

## Customer Service Manager—Beverley Dokken

(408) 283-8500  
beverleyd@wcnx.org

## Responsibilities

As customer service manager, Bev Dokken will report to the district manager, organize daily customer service operations to satisfy all customer needs, and provide leadership for all elements of the operation to ensure total customer satisfaction. She will work in conjunction with other departments to resolve customer disputes. Bev will be the main customer contact and address all billing questions and concerns.

Bev will deliver services to customers in a manner that promotes goodwill; interact with customers and GreenTeam employees to determine service requirements; resolve problems and complaints; seek cost-effective, safe, and environmentally sound solutions to service issues; remain levelheaded when dealing with difficult, upset, or impatient customers; conduct regular analysis of key performance measurements to identify unfavorable performance trends and develop corrective



actions to address them; and determine actions that define specific practices and tools that will be utilized, who is accountable for implementation, and deadlines for completion.

Bev will verify that all hiring is done in accordance with GreenTeam employee hiring guidelines and promote GreenTeam standard operating procedures—assuring efficient, environmentally responsible, and safe workplace practices.

### **Background**

Bev has worked in the Solid Waste/Recycling Industry since 1991. She is GreenTeam’s customer service manager serving 36,500 customers in the West Valley cities and serving over 148,000 customers in San Jose. She has extensive experience in contract administration for the two major franchised areas that GreenTeam and GreenTeam service. Bev analyzes solid waste and recycling trend data for the cities that GreenTeam serves. Her background in IT/database management has been utilized to establish an efficient customer information system to ensure delivery, set-up, and accurate billing of all accounts—with continued follow-up and resolution for all service related issues. Prior to her work in the waste industry, Bev spent 11 years working for a major semiconductor manufacturer.

### **Reference**

- Jeff Anderson, City of San Jose, (408) 975-2511
- Bill Helms, City of Campbell, (408) 425-4716

### **Outreach Manager—Weslie McConkey**

(408) 283-8500

wesliem@wcnx.org

### **Responsibilities**

As GreenTeam’s outreach manager, Weslie McConkey will manage waste reduction education and outreach programs including business, single-family and multifamily outreach. Day-to-day tasks will include answering questions regarding the “how-tos” of recycling and giving community and municipal presentations.

### **Background**

Weslie has worked in the solid waste industry since 1998 and has been employed with WCI since 2003. Currently, she is the public relations manager for GreenTeam. Weslie has extensive experience in developing and implementing public education and outreach programs. She oversees participation in community events, presentations, and creation and distribution of educational materials. Weslie holds a bachelor of arts in environmental studies (with a concentration in communications) from San Jose State University.

### **References**

- Jeff Anderson,, City of San Jose Environmental Services Department, (408) 535-8550



- Marva Sheehan, Hilton Farnkopf & Hobson LLC, (925) 977-6961
- Paul Resnikoff, Campbell City Council, (408) 859-3755

## 1.E. Labor Agreements and Wages

*Proposer shall identify its plan for arranging labor if they are selected to provide collection and processing services in the City. Specifically, proposer shall identify if and when they plan to enter into any collective bargaining agreement(s), the labor organization(s) the proposer will work with, and the nature of the collective bargaining agreement(s). If services will be provided under an extension or renewal of an existing labor agreement, provide a copy of the full agreement including all amendments, extensions, and/or renewals. If new labor agreement(s) will be negotiated prior to the commencement of the Franchise Agreement, provide a memorandum of understanding between the labor organization and company outlining the terms and conditions of the agreement, wage rates, employee benefits, and work rules.*

### 1.E.1. Collective Bargaining Agreement Plan

GreenTeam has always and is committed to respecting the right of employees to bargain over wages, hours, and other terms and conditions of employment. GreenTeam has always and is committed to bargaining with local unions in good faith.

Green team has a collective bargaining agreement in place. Please see Section 1.E.2. immediately below.

### 1.E.2. Agreement

Please see existing labor agreement, **Appendix A—Articles of Agreement Between Waste Connections of California, Inc., dba GreenTeam of San Jose, and Sanitary Truck Drivers and Helpers, Local 350, IBT, July 1, 2014–June 30, 2017.**

### 1.E.3. Positive and Productive Employee Relations

#### 1.E.3.a. Philosophy

Consistent with WCI's vision for employee growth and work satisfaction, **GreenTeam** places a high priority on supporting its employees fairly and **has never experienced a strike in its history.** Happy employees who receive high-quality training, excellent benefits, and are given the opportunity to advance in their careers inherently provide excellent service to our customers—and that is our ultimate goal.

On a daily basis, employees and their supervisors have an open dialogue, where employees have the opportunity to make suggestions for improved operations and supervisors provide constructive feedback to optimize performance. Open communication and frequent performance feedback foster an environment where employees feel encouraged and empowered to do their best work.

A management philosophy at WCI is, "People don't quit jobs, they quit people." Voluntary turnover is measured quarterly. Employees of GreenTeam have an average of 14.3 years of employment with



GreenTeam, which is proof positive of their job satisfaction. **GreenTeam had less than 1% voluntary labor turnover for fiscal year 2012.** GreenTeam's employee retention is exemplary.

#### 1.E.3.b. Servant Leadership

Annually in October, WCI sends out a voluntary survey to all employees with 11 Yes or No questions focusing on the servant leadership qualities of their district manager. Examples of these questions are: "I feel that my manager shows concern and cares about me, my family and my job?" and "My manager has conversations with me about my performance, and I have a clear idea of what's expected of me on the job?" In 2011, GreenTeam had 65% positive marks. In 2012 we had 94% participation and 68% positive marks. WCI provides extensive training for all managers on Servant Leadership theory, we believe this is a large contributor in making WCI a great place to work.

#### 1.E.3.b. Labor Organization

GreenTeam has not and will not interfere with employees in the exercise of rights to form, join, or assist a labor organization for collective bargaining.

#### 1.E.3.c. Bargaining

GreenTeam has always and is committed to respecting the right of employees to bargain over wages, hours, and other terms and conditions of employment. GreenTeam has always and is committed to bargaining with local unions in good faith.

#### 1.E.3.d. Employees Working Together

GreenTeam has not and will not interfere with employees from working together to improve terms and conditions of employment, or refraining from any such activity.

#### 1.E.3.e. Labor Dispute Contingency Plan

Though it is impossible to guarantee that that no labor dispute or unrest will occur during the term of the Franchise Agreement, GreenTeam can assure the City that it will be highly unlikely.

In the event of a strike, GreenTeam has a comprehensive contingency plan in place to maintain normal operations to the fullest extent possible. Upon contract execution, a sample plan will be made available to the City upon request.



## 1.F. Past Performance Record

The requirements of Section 5.4.6 apply to:

1. Collection, transfer and processing operations conducted in the Greater Bay Area (defined as Alameda, Contra Costa, Monterey, Napa, San Mateo, Santa Clara, Solano, and Sonoma counties).
2. Proposers who operate in multiple counties or states with independent management structures need only report such actions relative to the operations managed by the management team proposed to be responsible for this contract.
3. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendant, or settlements of less than \$10,000, need not be disclosed.

The occurrence of past or pending civil, legal, regulatory, or criminal actions does not automatically disqualify a company from participating in this process. However, failure to report such actions, whether discovered before or after the City executes the Franchise Agreement, shall be considered a material omission and may form the basis for disqualifying a proposer or terminating the Franchise Agreement.

### 1.F.1. Litigation and Regulatory Actions.

Describe past and pending civil, legal, regulatory, and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now pending or that have occurred in the past ten (10) years against the key personnel identified above, proposing entity, its parent company, and all subsidiaries owned by proposing entity.

Please see **Appendix C—Waste Connections of California, Inc. Complete Litigation History.**

### 1.F.2. Payment of Fines, Penalties, Settlements, or Damages.

Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees in excess of \$25,000 in one calendar year), settlements, or damages of any kind paid by proposer, its parent company and subsidiaries, to public agencies in the past five years. For each payment, list the amount the company has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages. Identify what personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.).

Please see **Appendix C—Waste Connections of California, Inc. Complete Litigation History.**

### Experience and Qualifications— Performance Record

GreenTeam and its parent company, Waste Connections of California, Inc., are known for best industry practices and proactive, fair, and prudent operations.

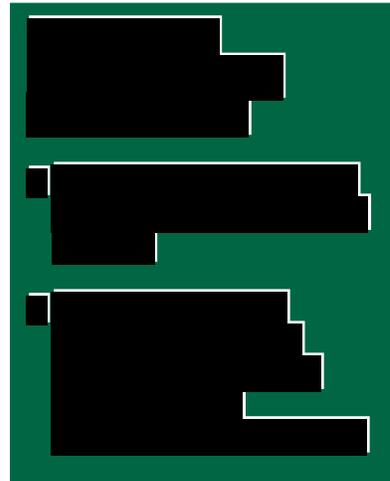
- ✓ No criminal actions.
- ✓ Legal actions common to the industry, but with favorable outcomes.
- ✓ History of minimal liquidated damages and/or penalties.
- ✓ GreenTeam brings a strong commitment to meeting regulatory requirements through prevention and prompt and compliant remediation relative to notices of violation, permits, etc.



## 1.G. Financial Information

### 1.G.1. Financial Statements

*Submit audited financial statements for the most-recently completed fiscal year for the legal entity(ies) that would execute the Franchise Agreement. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards by an Accountant certified in the State of California and shall include a statement by the chief financial officer (CFO) of the entity(ies) that there has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared. The proposer may submit an electronic version of the audited financial statements or may provide a website address linking to audited financial statements if available on the proposer's website. Printed copies of the statements do not need to be submitted with the proposal if an electronic copy is provided or web access is made available.*



[Redacted]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]

[Redacted]

### 1.G.2. Financing Plan

*Describe the plan for financing all capital requirements (i.e., those listed on Cost Proposal Form 4) in a "Sources and Uses of Funds" format, which describes the sources of required capital (e.g., banks, leasing companies, cash reserves, etc.) and uses (e.g., property, trucks, equipment, containers,*



*reserves, etc.). Attach supporting documents (e.g., letters from banks or leasing companies) that demonstrate your ability to implement the financing plan.*

Through its corporate buying power, GreenTeam has sources of cash including working funds and short-term and long-term financing. On behalf of GreenTeam of Milpitas, Waste Connections, Inc. will use current and reserved cash flows to purchase initial and any possible subsequent capital requirements. Waste Connections does not plan to finance any of the equipment purchases.



## 2. Technical Proposal for Base Proposal

*Proposers shall describe how they plan to perform the collection and processing services requested in Section 3.2 of this RFP and described in the Franchise Agreement. In presenting information requested herein, proposers shall explain the method of delivering the services, equipment selected, routing strategies, and collection and processing methods. The description shall also note differences (for different customer types including variations in multi-family housing) in terms of routing strategies, collection methods, vehicles, collection crew size, etc. In addition, proposers must describe in detail why its technical approach to the services was chosen and its advantages to the City. If a proposer has presented information for one type of service that is the same for another type of service, proposer can refer to its previous description rather than reiterating the discussion in its proposal.*

### 2.A. Collection

*Proposer shall describe how it plans to perform the collection services requested in the RFP and described in the Franchise Agreement. Specifically, information should separately address solid waste, recyclable materials, and organic materials collection for each single-family service, multi-family service, commercial service, and drop box and compactor service. Single-family solid waste service should address the current approach of collection from both customer-owned containers and contractor-provided carts.*

*If the proposed methodology or equipment relies on co-collection vehicles, split containers, or an uncommon method, proposer must provide the names of jurisdictions where the proposer is successfully using the equipment/method. Also, describe in detail how this collection technology will work, why it was chosen for the City, and how it will benefit and work in the City specifically.*

*Include at a minimum:*

#### Technical Approach— Collection Approach

- ✓ GreenTeam is proposing an approach that optimizes collection, leverages integrated technology and reliable equipment, and maximizes efficiency through data-driven route mapping, staffing, and logistics.

### 2.A.1. Single-Family Solid Waste Service

#### 2.A.1.a. Single-Family Collection Methodology

- *Collection methodology;*

#### **Solid Waste.**

Pursuant to the RFP p. 19, Table 3-1 Single-Family Collection Services, single-family garbage collection is being offered five days per week (once per week per customer) using a combination of customer cans and provided containers, depending on the customer's needs.

Single-family garbage collection is being offered five days per week (once per week per customer), 32-gallon, 64-gallon, and 96-gallon carts, depending on the customer's needs. These services will be provided using automated side-load-compacting collection vehicles with the ability to collect customer owned cans using a Currato can on our truck. These trucks will be powered by CNG and will be single-body style. Upon award of the contract, routes will be developed using our routing software that will take into consideration minimal changes to current route days, possible safety concerns, time



restrictions, traffic impacts, operational efficiencies, and hard-to-service areas. Drivers will collect the refuse based on route schedules and special needs according to specified contract standards.

### **Single-Family Residential Collection Methodology**

Successful collection requires efficient operations, responsiveness to customers' geographical needs, and excellent drivers. GreenTeam's drivers are highly trained and bring significant experience.

GreenTeam will utilize regular Heil semi-automated side-loaders fitted with Currato cans to enable collection of customer owned cans. All areas will be served with special emphasis on safety—trucks are equipped with backup cameras and blind-spot cameras to facilitate safe collection. Drivers will collect the refuse based on route schedules and special needs according to specified contract standards.

**Recyclable Materials.** Single-family recyclables collection is being offered five days per week (once per week per customer) using 32-gallon, 64-gallon and 96-gallon carts as required by the residential customer's needs. These services will be provided using automated side-load-compacting collection vehicles. Upon award of the contract, routes will be developed using our routing software that will take into consideration minimal changes to current route days, possible safety concerns, time restrictions, traffic impacts, operational efficiencies, and hard-to-service areas. Drivers will collect the recycling based on route schedules and special needs according to specified contract standards.



### **Single-Family Recyclables Collection Methodology**

Successful collection requires efficient operations, responsiveness to customers' geographical needs, and excellent drivers. GreenTeam's drivers are highly trained and bring significant experience

GreenTeam will utilize regular Labrie automated side-loaders, all areas will be served with special emphasis on safety—trucks are equipped with backup cameras and blind-spot cameras to facilitate safe collection. Drivers will collect the recycling based on route schedules and special needs according to specified contract standards.

### **Specialized (Non-Commingled) Recyclables Collection**

GreenTeam will provide regular collection of specialized recyclables. For example, customers will be able to place their used household batteries in a clear, sealed bag on top of their recycling carts. This is the most convenient way for customers to dispose of batteries, which increases diversion. Another



example cooking oil, which can be placed in a gallon jug and placed on the curb next to a customer's recycling cart

**Annual Curbside Christmas Tree Collection and Clean-Up**

GreenTeam proposes to offer residential curbside holiday tree clean-up for two full weeks following Christmas. GreenTeam proposes to collect holiday trees cut to 4 feet in length and placed next to the green waste cart, and a separate collection vehicle will be used to collect them.

**Organic Materials.** Single-family organics collection service will be offered five days per week (one day per week per customer). Please refer to the Solid Waste Collection methodology above for discussion addressing collection methodology and service specifications.

During peak yard waste seasons in the fall and spring, we will make more frequent trips to collect excess materials. As the collector of yard waste in the West Valley cities and County of Santa Clara, we are highly adaptable to changing yard waste volumes.

**2.A.1.b. Single-Family Equipment**

• *Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.);*

GreenTeam will use the most current, up-to-date modern equipment available. In all areas of the City of Milpitas, the equipment we are proposing is CNG-powered. Recycling and organics trucks are fully automated as opposed to semi-automated or manual. Trucks are equipped with an arm that contracts around the can and inserts contents into vehicle. These will be fifth-generation arms—the most advanced in the industry. Drivers rarely have to exit the collection vehicle. This results in efficiency, prevents injury to drivers, and reduces the potential to spill debris. If drivers identify debris that falls onto the ground (rarely happens), they are trained and required to exit the vehicle and manually pick it up. The garbage trucks will be semi-automated to handle the customer owned cans.

Heil and Labrie side loaders can operate on both a fully automated and semi-automated basis. We will purchase six (6) CNG SL Heil trucks and six (6) CNG ASL Labrie trucks for this purpose. The advantages with these vehicles include reduced emissions and vehicle noise.

Materials Type	Equipment or Vehicle Description (Type), Model	Manufacturer	Qty.	Cost (Ea.)	Capacity	Age (Yrs)
Solid Waste	Side-Load Compaction Truck (CNG)	Heil	6	\$438k	40 CY	New
Recyclable	Side-Load Compaction Truck (CNG)	Labrie	4	\$390k	40 CY	new
Organic	Side-Load Compaction Truck (CNG)	Labrie	2	\$390k	40 CY	new

Roll-off trucks will be used for community clean-up events.

The flat-bed truck, maintenance truck, and maintenance pick-up serve both single-family and multi-family/commercial operations.



GreenTeam will be using newer vehicles that are more environmentally friendly than older vehicles, meeting stricter emissions standards than the older models manufactured.

Type of Vehicle	Manufacturer	Emission Control Technology	Fuel Type	State Compliance (Regulation)	Federal Compliance (Regulation)
Automated Side Loader (New)	Labrie	EPA Certified	CNG	Meets CARB Regulations	Exceeds U.S. Department of Transportation Emissions Regulations
Automated Side Loader (New)	Heil	EPA Certified	CNG	Meets CARB Regulations	Exceeds U.S. Department of Transportation Emissions Regulations
Roll-Off Truck	Peterbilt 340	EPA Certified	CNG	Meets CARB Regulations	Exceeds U.S. Department of Transportation Emissions Regulations
Flat-Bed Truck	Ford F650	EPA Certified	Diesel	Meets CARB Regulations	Exceeds U.S. Department of Transportation Emissions Regulations
Maintenance Truck	Ford F350	EPA Certified	Diesel	Meets CARB Regulations	Exceeds U.S. Department of Transportation Emissions Regulations
Operations Pick-Up	Ford F150	EPA Certified	Gas	Meets CARB Regulations	N/A

### 2.A.1.c. Single-Family Carts and Bins

- *Cart and bin sizes, with numbers for proposed initial delivery of, and inventory for each;*

Materials Type	Size	Cart or Bin Description, Model	Manufacturer	Quantity	Cost (Ea.)
Solid Waste	64 Gallons	Cart	Cascade Manufacturing	20	\$54
	96 Gallons	Cart		6,818	\$79
Recyclable	96 Gallons	Cart	Cascade Manufacturing	15,158	\$79
Organic	96 Gallons	Cart	Cascade Manufacturing	13,856	\$79

### 2.A.1.d. Single-Family Crew Size

- *Standard crew size;*

**Solid Waste.** 6

**Recyclable Materials.** 4



## Organic Materials. 1

### 2.A.1.e. Single-Family Recyclable Materials

• *Recyclable materials to be included in the single-stream program.*

The following materials are repeated from the Collection Agreement Exhibit A, lines 274–279. GreenTeam will accept all materials indicated with a check mark below.

- |   |                                     |   |
|---|-------------------------------------|---|
| ✓ magazines,  | ✓ mixed or colored paper,           | ✓ foil and pans   |
| ✓ catalogs,   | ✓ paperboard,                       | ✓ plumbing fixtures   |
| ✓ phone books,  | ✓ paper egg cartons,                | ✓ scrap metal   |
| ✓ books   | ✓ office ledger paper,              | ✓ newspaper, and  |
| ✓ shredded paper (placed in paper bags for collection), | ✓ construction paper                | ✓ plastic containers #1-7 excluding #6, excluding polystyrene |
| ✓ envelopes,  | ✓ white plastic grocery bags,       |   |
| ✓ junk mail,  | ✓ glass bottles and jars,           |   |
| ✓ corrugated cardboard,                                 | ✓ food (bimetal) and aluminum cans, |   |
| ✓ brown paper grocery bags,                             |                                     |   |

### 2.A.2. Multifamily Solid Waste Service

#### 2.A.2.a. Multifamily Collection Methodology

• *Collection methodology;*

**Solid Waste.** Multifamily refuse collection is being offered five days per week, with most customers served once per week and others served more often, depending on their needs. GreenTeam will use a combination of containers, including multiple sized metal frontend load bins ranging from one cubic yard to eight cubic yards, and 32-gallon, 64-gallon, and 96-gallon refuse carts as required by the customer's needs. These services will be provided using frontend load-compacting collection vehicles.

Upon award of the contract, routes will be developed that will take into consideration possible safety concerns, time restrictions, traffic impacts, operational efficiencies, and hard-to-service areas. Drivers will collect the refuse based on route schedules and special needs according to specified contract standards.

#### Multifamily Collection Methodology

To circumvent problems such as congestion on narrow streets and busy streets, we will try to collect these during non-commute hours. Courts, alleys, and other areas where congestion could be a



problem will be serviced in a manner as to not impede traffic when at all possible. These areas will be served with special emphasis on safety—trucks are equipped with backup cameras and blind-spot cameras to facilitate safe collection. Services will be conducted during the early hours of the morning, but within City’s mandated collection hours, so as to not create unnecessary congestion and safety hazards. Drivers will collect the refuse based on route schedules and special needs according to specified contract standards.

**Recyclable Materials.** Multifamily recyclables collection is being offered five days per week (once per week per customer) using bins or carts of multiple sizes. These services will be provided using a front-load collection vehicle when collecting from bins.

Upon award of the contract, routes will be developed using our routing software that will take into consideration minimal changes to current route days, possible safety concerns, time restrictions, traffic impacts, operational efficiencies, and hard-to-service areas. Drivers will collect the refuse based on route schedules and special needs according to specified contract standards.

#### **Acceptable Multifamily Materials**

Acceptable recyclable materials are identical to those indicated in Section 2.A.1.e. Single-Family Recyclable Materials.

**Organic Materials.** Multifamily organics collection is being offered up to five days per week (once per week per customer) using bins or carts of multiple sizes. These services will be provided using a front-load collection vehicle when collecting from bins and carts.

Upon award of the contract, routes will be developed using our routing software that will take into consideration minimal changes to current route days, possible safety concerns, time restrictions, traffic impacts, operational efficiencies, and hard-to-service areas. Drivers will collect the refuse based on route schedules and special needs according to specified contract standards.

#### **2.A.2.b. Multifamily Equipment**

• *Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.);*

For the multifamily and commercial services, GreenTeam proposes to collect garbage on at least a weekly basis in front-loader bins utilizing a new CNG Whitke, 40-cubic-yard front-load truck with 10.5-ton capacity. This front-load truck will be used to service both multifamily complexes and commercial complexes.

As front-load bins are collected from the front of the truck rather than from the side, narrow alleyways are rarely an issue. Multifamily complexes and commercial facilities using carts for garbage will be collected by the front-load truck using a tipper located on the forks of the truck. In instances where multifamily complexes are located in primarily single-family areas, the carts may be collected with the fully automated split-body trucks.



Multifamily complexes and commercial facilities will be issued the same carts as described in the single-family garbage scenario. To increase recycling diversion, multifamily-complex property managers will be encouraged to use recyclable bins or carts in sizes equal to their garbage bins. Carts for commercial customers will be provided as described in the single-family garbage collection section of this proposal. Commercial carts will be serviced using a tipper located on the forks of the Whitke front-load truck. GreenTeam will order adequate solid waste carts and bins for commercial services.

This contract will be using a combination of containers, including multiple-sized metal front-end load bins ranging from one cubic yard to eight cubic yards, and refuse carts. Front-load bins will be purchased through Consolidated Fabricators, Wastequip McLaughlin, or other established providers. Carts will be purchased through Toter Inc., Cascade, Rehrig Pacific, Schaeffer, or other established providers.

Materials Type	Equipment or Vehicle Description (Type), Model	Manufacturer	Qty.	Cost (Ea.)	Capacity	Age (Yrs)
Solid Waste	Front-end load compaction	Whitke	2	410k	40 cy	new
Recyclable	Front-end load	Whitke	2	410k	40 cy	new
Organic	Front-end load,* mfd truck is split within commercial system	Whitke	1*	410k	40 cy	new

### Multifamily Vehicle Quantities, Capacity, and Age

Type of Vehicle	Number of Units	Capacity Per Unit	Age of Unit
Whitke Front-Load Compaction Truck	5* – FEL for MSW and Recycling, & Organics	40 Cubic Yards	New CNG

### Multifamily Vehicle Emission Control Technology and Regulatory Compliance

Type of Vehicle	Manufacturer	Emission Control Technology	Fuel Type	State Compliance (Regulation)	Federal Compliance (Regulation)
Front-Load Compaction Truck	Whitke	EPA Certified	CNG	Meets CARB Regulations	Exceeds U.S. Department of Transportation Emissions Regulations



### 2.A.2.c. Multifamily Carts and Bins

• *Cart and bin sizes, with numbers for proposed initial delivery of, and inventory for each;*

Materials Type	Size	Cart or Bin Description, Model	Manufacturer	Quantity	Cost (Ea.)
Solid Waste	32 Gallons	Cart	Cascade Manufacturing (carts)	440	\$40
	64 Gallons	Cart		5	\$54
	96 Gallons	Cart		75	\$79
	1 CY	Bin	Classic Graphics (bins)	95	\$350
	2 CY	Bin		149	\$400
	3 CY	Bin		116	\$550
	4 CY	Bin		204	\$550
	6 CY	Bin		21	\$650
8 CY	Bin	44	\$700		
Recyclable	32 Gallons	Cart	Cascade Manufacturing (carts)	276	\$40
	64 Gallons	Cart		196	\$54
	96 Gallons	Cart		63	\$79
	1 CY	Bin	Classic Graphics (bins)	91	\$350
	2 CY	Bin		149	\$400
	3 CY	Bin		116	\$550
	4 CY	Bin		204	\$550
	6 CY	Bin		21	\$650
8 CY	Bin	44	\$700		
Organic	96 Gallons	Cart	Cascade Manufacturing (carts)	950	\$79
	4 CY	Bin		50	\$550
			Classic Graphics (bins)		

### 2.A.2.d. Multifamily Crew Size

• *Standard crew size;*

**Solid Waste.** 2

**Recyclable Materials.** 2

**Organic Materials.** 1 (split with commercial)

### 2.A.2.e. Multifamily Recyclable Materials

• *Recyclable materials to be included in the single-stream program.*

Acceptable recyclable materials are identical to those indicated in Section 2.A.1.e. Single-Family Recyclable Materials.



## 2.A.3. Commercial Service

### 2.A.3.a. Commercial Collection Methodology

- *Collection methodology;*

**Solid Waste.** Commercial refuse collection is being offered five days per week (one to five days per week per customer). GreenTeam will use a combination of containers, including multiple sized metal frontend load bins ranging from one cubic yard to eight cubic yards, and 32, 64, or 96-gallon refuse carts as required by the customer's needs. These services will be provided using frontend load-compacting collection vehicles, the same trucks that will be collecting the residential multifamily accounts noted above. Upon award of the contract, routes will be developed that will take into consideration possible safety concerns, time restrictions, traffic impacts, operational efficiencies, and hard-to-service areas. Drivers will collect the refuse based on route schedules and special needs according to specified contract standards.

#### **Commercial Garbage Collection Methodology**

To circumvent problems such as congestion on narrow streets and busy streets, we will try to collect these during non-commute hours. Courts, alleys, and other areas where congestion could be a problem will be serviced in a manner as to not impede traffic when at all possible. These areas will be served with special emphasis on safety—trucks are equipped with backup cameras and blind-spot cameras to facilitate safe collection. Services will be conducted during the early hours of the morning, but within the City's mandated collection hours, so as to not create unnecessary congestion and safety hazards. Drivers will collect the refuse based on route schedules and special needs according to specified contract standards.

**Recyclable Materials.** Commercial recyclables collection is being offered five days per week using bins or carts of multiple sizes as required by the customer's needs. These services will be provided using front-load or automated side-load-compacting collection vehicles. Upon award of the contract, routes will be developed using our routing software that will take into consideration minimal changes to current route days, possible safety concerns, time restrictions, traffic impacts, operational efficiencies, and hard-to-service areas. Drivers will collect the refuse based on route schedules and special needs according to specified contract standards.

**Organic Materials.** Commercial organics collection is being offered up to five days per week (once per week per customer) using bins or carts of multiple sizes. These services will be provided using a front-load collection vehicle when collecting from bins.

Upon award of the contract, routes will be developed using our routing software that will take into consideration minimal changes to current route days, possible safety concerns, time restrictions, traffic impacts, operational efficiencies, and hard-to-service areas. Drivers will collect the refuse based on route schedules and special needs according to specified contract standards.



### 2.A.3.b. Commercial Equipment

• *Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.);*

Materials Type	Equipment or Vehicle Description (Type), Model	Manufacturer	Qty.	Cost (Ea.)	Capacity	Age (Yrs)
Solid Waste	Front-end load compaction	Whitke	4	\$410,000	40 cy	new
Recyclable	Front-end load compaction	Whitke	2	\$410,000	40 cy	new
Organic	Front-end load compaction* this truck will collect MFD organics also	Whitke	1	\$410,000	40 cy	new

### 2.A.3.c. Commercial Carts and Bins

• *Cart and bin sizes, with numbers for proposed initial delivery of, and inventory for each;*

Materials Type	Size	Cart or Bin Description, Model	Manufacturer	Quantity	Cost (Ea.)	
Solid Waste	32 Gallons	Cart	Cascade Manufacturing (carts)	440	\$40	
	64 Gallons	Cart		4	\$54	
	96 Gallons	Cart		75	\$79	
	1 CY	Bin		90	\$350	
	2 CY	Bin		149	\$400	
	3 CY	Bin		115	\$550	
	4 CY	Bin		204	\$550	
	6 CY	Bin		Classic Graphics (bins)	22	\$650
	8 CY	Bin	43	\$700		
Recyclable	32 Gallons	Cart	Cascade Manufacturing (carts)	277	\$40	
	64 Gallons	Cart		198	\$54	
	96 Gallons	Cart		63	\$79	
	1 CY	Bin		90	\$350	
	2 CY	Bin		149	\$400	
	3 CY	Bin		Classic Graphics (bins)	115	\$550
	4 CY	Bin		204	\$550	
	6 CY	Bin		22	\$650	
	8 CY	Bin	43	\$700		
Organic	4 CY	Bin	Classic Graphics (bins)	101	\$550	

### 2.A.3.d. Commercial Crew Size

• *Standard crew size;*

**Solid Waste. 4**

**Recyclable Materials. 2**



**Organic Materials.** 1 (split with multifamily)

### 2.A.3.e. Commercial Recyclable Materials

- *Recyclable materials to be included in the single-stream program.*

#### Acceptable Commercial Materials

Acceptable recyclable materials are identical to those indicated in Section 2.A.1.e. Single-Family Recyclable Materials.

## 2.A.4. Drop Box and Compactor Service

### 2.A.4.a. Methodology

- *Collection methodology;*

#### Drop Box and Compactor Services: Solid Waste, Recyclables, and Organics

Drop box and compactor service is available on a scheduled and on-call basis, five days per week, upon customer request. Drop boxes and compactors will not only be available for solid waste, but for recyclables and organics as well, in order to facilitate the greatest possible diversion.

### 2.A.4.b. Drop Box and Compactor Equipment

- *Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.);*

Materials Type	Equipment or Vehicle Description (Type), Model	Manufacturer	Qty.	Cost (Ea.)	Capacity	Age (Yrs)
Solid Waste	Roll off truck, CNG	Peterbilt	2	\$308	Per bin	new
Recyclable	Roll off truck, CNG	Peterbilt	1	\$308	Per bin	new
Organic	Roll off truck, CNG	Peterbilt	1	\$308	Per bin	new

### 2.A.4.c. Drop Box and Compactor Crew Size

- *Standard crew size;*

**Solid Waste.** 2

**Recyclable Materials.** 1

**Organic Materials.** 1

### 2.A.4.d. Drop Box and Compactor Containers

- *Number, types, sizes, and manufacturer's specifications of containers to be utilized; and*



Materials Type	Container Description, Model	Manufacturer	#	Cost (Ea.)	Capacity
Solid Waste	8- to 40-CY Roll-Off Container	Classic Graphics	20	\$5k	(10) 30s (10) 40s
Recyclable	20s-CY Roll-Off Container	Classic Graphics	8	\$4400	(8) 20s
Organic	10-CY Roll-Off Container	Classic Graphics	2	\$3800	(2) 10s
Compactors	10-40 CY compactors	Marathon	36	Avg. \$30,000	36 total

### 2.A.4.e. Drop Box and Compactor Recyclable Materials

- *Recyclable materials to be included in the single-stream program.*

#### Acceptable Materials

Acceptable recyclable materials are identical to those indicated in Section 2.A.1.e. Single-Family Recyclable Materials.

### 2.A.5. Cart Rental

*Proposers should also address the cart rental issue described in Section 3.2.2.A of the RFP.*

*RFP Section 3.2.2.A: With continuation of the current combined system of customer-owned containers and contractor provided carts, proposers should suggest options to allow customers to effectively purchase rather than rent carts. For instance, one option would be a cart “rental” fee that is based on amortizing the cost of the cart over ten years, coupled with contractor ability to deliver used carts after the initial roll-out and possibly to charge a service change fee should a cart customer decide to switch to use of their own container.*

GreenTeam will offer rent-a-bins and carts for purchase. Please see the cost proposal for additional detail.

## 2.B. Recyclables Materials Processing (and Transfer if Proposed)

*The following information is required for recyclable materials processing services:*

### 2.B.1. Processing Site Information

*Name, location, and description of the processing facility(ies) where recyclable materials will be handled; name of owner and operator of the facility(ies); contact name and phone number of the site manager; description of processing methods; method of tracking tonnage if the facility is receiving tonnage from other jurisdictions; and, the current average monthly residue level of the processing site. Identify if the company that owns or operates the processing site is the same as the proposing entity, a related-party entity, or a subcontractor.*

**Technical Approach—  
Processing and Marketing**

- ✓ GreenTeam’s plan has been proven successful on similar contracts.
- ✓ GreenTeam can guarantee capacity for recyclable materials, and organic materials.

For single-stream and other traditional recyclables, the recyclable collection vehicles will deliver the collected recyclables directly to



GreenWaste Recovery  
625 Charles Street  
San Jose, California, 95112.  
Site Manager Name: Ricardo Lopez  
Site Manager Telephone: (408) 938-4936

### Recyclables Processing Facility

- Owner & Operator: GreenWaste Recovery, Inc.
- SWFP No.: 43-AN-0019 and 43-AN-0020
- CEQA: SCH #2004112032
- Capacity: up to 2,000 tons per day
- Hours of Operation:
  - 4:00 a.m.–9:00 p.m. Monday through Friday
  - 5:00 a.m.–5:00 p.m. on Saturday
  - Sunday as-needed for maintenance
- MRF Manager: Ricardo Lopez (408.938.4936)
- Recovery Rate: 97%

### Tracking Jurisdictional Tonnage

Jurisdictional tonnage is tracked as follows.

1. Recyclable materials from multiple jurisdictions delivered to the GreenWaste MRF
2. All vehicles with recyclable materials directed to inbound scale to record gross weight
3. Vehicles weighed again on the outbound scale to record their tare weight
4. GreenWaste's database calculates and records tonnage of recyclable material
5. Scale system, database, and operational procedures in place allow GreenWaste to allocate material and residue percentages to the appropriate jurisdiction, which are based on the residue audits conducted prior to processing.
  - a. All scale employees are fully trained on daily operations
  - b. All scales are registered with the Santa Clara County Department of Weights and Measures and are maintained regularly

### Residue from Recyclable Materials

- Residue from recyclable materials collected in the City will be consolidated with residue from the remainder of MRF operations and transferred to the Monterey Regional Waste Management District's Monterey Peninsula Landfill for Disposal
- This tonnage will be tracked and reported to the City



- GreenWaste will keep residue levels below ten percent (10%) for recyclable materials through the Term of the Agreement.

## MRF Processing

- Floor Sort—Initial manual floor sort, remove large recoverable items and contaminants.
- Pre-Sort—The pre-sort process includes pre-sorting stations along conveyors where sorters remove contaminants, large items, film plastics, etc. prior to the material stream entering the mechanical portion of the facility.
- Bag Breaker—Sorters toss unopened bags to a bag breaker that mechanically opens the bags and then reintroduces the materials to the line, meeting up with the rest of the materials that have made it past the pre-sort.
- OCC Screen—The OCC disc screen is used to capture cardboard and allow other materials to continue on for further processing.
- Debris Roll Screen—Separates glass from the rest of the material and moves it onto a Glass Cleanup System.
- Three Polishing Screens—A series of three polishing screens separate newsprint and mixed paper from the rest of the material.
- Post-Sort—After each screen is a quality control station with up to three sorters.
- Vacuums—Directly above the post-sort quality control lines are vacuums for recovering film plastic, which is transported to a bunker.
- Electromagnetic Separator—Ferrous metals are separated using electro-magnetic separators.
- Three Optical Sorters—A series of three optical sorters separate various types of plastics from the rest of the material.
- Post-Sort—After each optical sorter are quality control stations where sorters pull off any material that isn't PET, HDPE, or Plastics 2-7.
- Eddy Current Separator—Non-ferrous metals (i.e. aluminum cans) are separated utilizing an eddy current separator.
- Post-Sort—After the eddy current separator are sorters who separate (1) scrap aluminum from other aluminum and (2) non-landfill material from landfill material.
- Baler Machines—Baler machines prepare material for market.



## 2.B.2. Permits and Regulatory Compliance

*Provide contact names for the regulatory agencies that monitor the processing facility's compliance with applicable local, State, and federal laws and regulations. For each contact, provide the name of the regulatory agency, the contact person's name, title, and telephone number.*

### Department of Resources Recycling and Recovery (Cal Recycle)

Kevin Webb

Used Oil Collection

Address: PO Box 4025, Sacramento, CA

Phone: (916) 341-6172

### California Department of Toxic Substances Control

Edward Doty

Supervising Criminal Investigator

Address: 700 Heinz Avenue, Berkeley, CA

Phone: (510) 540-9380

### Air Resources Board (BAAQMD)

Sharon Gee

Air Quality Inspector

Address: 939 Ellis Street, San Francisco, CA

Phone: (415) 771-6000



## City of San Jose Environmental Services Department Watershed Protection – Storm Water

Bahar Ghofraniha

Address: 200 East Santa Clara Street, San Jose, CA

Phone: (408) 793-5343

## City of San Jose Environmental Services Department Watershed Protection - Sanitary Sewer

Sharon Terwilliger

Environmental Inspector

Address: 200 East Santa Clara Street, San Jose, CA

Phone: (408) 793-5376

## Santa Clara County Department of Environmental Health

Joanne Tracey

Hazardous Materials Specialist II

Hazardous Materials Program

Address: 1555 Berger Drive, San Jose, CA

Phone: (408) 918-3374

## City of San Jose Fire Department - Hazardous Materials Program

Michael Murtiff

Hazardous Materials Program Manager

Address: 170 W. San Carlos Street, San Jose, CA

Phone: (408) 277-8774

### 2.B.3. Available Processing Capacity

*Provide a written commitment guaranteeing capacity for the recyclable materials collected under the Franchise Agreement throughout the term of the Franchise Agreement. If proposer is not the owner or operator of the facility, proposer is to provide a letter of commitment from the processing facility owner to comply with this RFP requirement.*

Please see the letter on the following page.



## GreenWaste Recovery

# Memo

**To:** Paul Nelson  
**From:** Greg Ryan (Zanker) Frank Weigel (GreenWaste)  
**Date:** October 5, 2015  
**Re:** Milpitas Materials to Greenwaste/Zanker Facilities

---

Paul,

GreenWaste and Zanker can accept the following materials from the City of Milpitas at the stated prices.

- 1. Residential Yard Trimmings:** As defined by Draft Collection Agreement Exhibit A, maximum inorganic contamination 2%.  
**\$60.00 per ton** FOB Zanker Road Landfill.
- 2. Residential Yard Trimmings Mixed with Food Scraps:** As defined by Draft Collection Agreement Exhibit A, maximum inorganic contamination 5%. No cardboard or wax/film coated papers.  
**\$95.00 per ton** FOB GreenWaste Recovery MRF.
- 3. Commercial Organic Materials:** As defined by Draft Collection Agreement Exhibit A, maximum inorganic contamination 10%. No cardboard or wax/film coated papers.  
**\$105.00 per ton** FOB GreenWaste Recovery MRF.
- 4. Source Separated Recyclable C&D:** As defined by Draft Collection Agreement Exhibit A.  
**\$77.00 per ton** FOB Zanker Material Processing Facility.
- 5. Other Materials:** Non-putrescible Solid Waste generated from debris boxes, City on-call pickup, and City self-hauled.  
**\$82.50 per ton** FOB Zanker Material Processing Facility.
- 6. Bulky Items:** As defined by Draft Collection Agreement Exhibit A.  
**\$105.00 per ton** FOB Zanker Material Processing Facility.



7. **MSW:** As defined by Draft Collection Agreement Exhibit A.

**\$35.00 per ton** FOB GreenWaste Recovery MRF. Includes transfer and trucking to John Smith Landfill, no cost of disposal.

8. **Residential Recyclables:** As defined by Draft Collection Agreement Exhibit A.

**\$15.00 per ton credit** FOB GreenWaste Recovery MRF.

9. **Commercial Recyclables:** As defined by Draft Collection Agreement Exhibit A.

**\$12.00 per ton credit** FOB GreenWaste Recovery MRF.

All of the above listed materials collected from the City of Milpitas are guaranteed capacity at the GreenWaste and Zanker facilities.

Thanks,

A handwritten signature in black ink, appearing to read "Greg Ryan", is written over a light blue horizontal line.

Greg Ryan  
General Manager | Zanker Road Resource Management

A handwritten signature in blue ink, appearing to read "Frank Weigel", is written over a light blue horizontal line.

Frank Weigel  
Chief Operating Officer | GreenWaste Recovery, Inc.



## 2.B.4. Import Restrictions or Fees

*List any import restrictions, taxes, or fees that will be applicable to the receipt of the City's recyclable materials. Discuss the ability of the host jurisdiction or state to increase or levy taxes, host fees, or other fees. If there is an import restriction on accepting materials from outside of the local jurisdiction, describe the process to have the import restriction waived.*

There is a City of San Jose LEA enforcement fee of \$1.08 per ton at GreenWaste that fluctuates every year. There is currently a \$1.40 per ton CalRecycle fee on all disposal of processing residue, which is covered. However, if it increases, which it likely will, that increase will be passed through, pro rata on a percentage of disposal for each material type. CalRecycle and City of San Jose can impose additional fees at any time.

## 2.B.5. Transfer Method

If use of a transfer station is proposed in conjunction with the proposed processing site, proposer shall provide the same type of information requested in the above Items 1 through 4. If an alternative transfer method is proposed, proposer shall describe the transfer methodology and any equipment required, regulatory approval needed, and other pertinent information. GreenTeam is not proposing to use a transfer station.

## 2.C. Organic Materials Processing (and Transfer if proposed)

*The following information is required for organic materials processing services:*

### 2.C.1. Processing Site Information

*Name and description of facilities where organic materials will be processed and composted, name of owner and operator, contact name and phone number of the site manager; description of processing and composting processes (including the type of composting method(s) used; method of tracking tonnage for the City if the facility receives tonnage from other jurisdictions, the products to be produced from the organic materials (e.g., compost, mulch, etc.), and the current average monthly residue level of the processing site. Note that the use of organic materials for alternative daily cover or beneficial reuse is not allowed under the Franchise Agreement. Identify if the company that owns or operates the processing site is the same as the proposing entity, a related-party entity, or a subcontractor.*

Residential yard trimmings will be transferred through Zanker Road Landfill to the Z-Best composting facility. Commercial organics and residential food scraps with yard trimmings will be transferred through the GreenWaste MRF to

Z-Best

705 Los Esteros Road

San Jose, CA 95134

Operations Manager Contact: John Doyle

Telephone: (408) 846-1575



## Z-Best Composting Facility

- Owner and Operator: Zanker Road Resource Management, Ltd.
- SWFP No.: 43-AA-0015
- CEQA: SCH # 99072048
- Capacity: Up to 1,500 Tons Per Day (TPD)

## Tracking Jurisdictional Tonnage

Jurisdictional tonnage is tracked as follows.

1. Organic materials from multiple jurisdictions delivered to Zanker Road Landfill or GreenWaste MRF (depending on material)
2. Gross weight and contents of vehicles carrying organic materials recorded at inbound scale
3. Vehicles are weighed again on the outbound scale, which records tare weight of each empty vehicle
4. Tonnage of organic material calculated and maintained in Zanker's database
5. Zanker and GreenWaste scale systems, databases, and operational procedures allocate material and residue percentages to appropriate jurisdiction
  - a. All data is generated in Excel pivot table format
  - b. All scales are registered with the Santa Clara County Department of Weights and Measures and are maintained regularly

## Residue From Organic Materials

- Green materials and yard trimmings residue by weight is less than 1%
- Residual waste includes: non-compostable plastic, inorganic material, painted wood, textiles, wax/film coated paper, cardboard.
- Residue will be consolidated and transferred to Monterey regional Waste Management District's Monterey Peninsula Landfill for disposal.
- Contamination levels at the Customer level must be 5% or less for yard trimmings in order for the City to experience a residue level of 5% or less for yard trimmings

## Operations—Yard Trimmings only

Residential Yard Trimmings will be delivered to Zanker Road Landfill in San Jose where it will be commingled with other materials and transferred to Z-Best. At Z-Best, the following will occur for Yard Trimmings:

- Windrows—Upon delivery to Z-Best, the material is placed into aerated windrows.
- Turning and Watering—During the 10–14 week composting period, windrows are monitored for temperature and moisture, turned 1–2 times per week and watered as needed.

- Final Screening—After the composting process, the material is screened to 3/8” minus. The 3/8” minus finished compost is stockpiled and sold as a soil amendment for agricultural and landscape use. The “overs” material is used as mulch, reprocessed and re-composted, or used as ADC.

### Operations—Commercial Organics and Res. Food Scraps with Yard Trimmings

Commercial organics and residential food scraps with yard trimmings will be delivered to the GreenWaste MRF in San Jose where they will be pre-processed and then commingled with other materials and transferred to Z-Best.

MRF workers will first manually pull out large contaminants or recyclable materials and open any bagged materials. The Organic Materials will be screened, the “overs” will be ground for use as mulch, hog fuel, or for a similar purpose, and the “unders” and the food scraps will be sent to Z-Best for composting.

Once delivered to Z-Best, the organic material goes through the following processes:

1. CTI System—Material is inserted into a 350-foot-long bag that houses a forced aeration system called the CTI System. PVC pipes are introduced into the bag and used to aerate the compostable materials. Retention time in the bags is about three months.
2. Final screening—After the composting process, the material is sent through a screening process that removes inorganic fractions of at least 1 inch in size; this residual will be shipped to the designated landfill for disposal. Composted materials smaller than 1 inch are placed in curing piles for several more weeks, final screening takes place and the resulting compost is ready for market.





## 2.C.2. Permits and Regulatory Compliance

*Provide contact names for the regulatory agencies that monitor the processing facility's compliance with applicable local, State, and federal laws and regulations. For each contact, provide the name of the regulatory agency, the contact person's name, title, and telephone number.*

The regulatory agencies that monitor Z-Best's facility include the following.

### State Water Resources Control Board

Central Coast RWCQB

Address: 895 Aerovista Place, Suite 101, San Luis Obispo, CA

Phone: (805) 549-3147

### Bay Area Air Quality Management District (BAAQMD)

Gary Lipari

Air Quality Inspector

Phone: (415) 749-4979

Email: [blipari@baaqmd.gov](mailto:blipari@baaqmd.gov)

### Department of Food and Agriculture

Pierre Labossiere

Special Investigator

Address: 1220 N Street, Sacramento, CA

Phone: (510) 715-6399

Email: [plabossi@cdfa.ca.gov](mailto:plabossi@cdfa.ca.gov)

### Santa Clara County Department of Environmental Health

Jaji Murage

Registered Environmental Health Specialist

Solid Waste Programs

Address: 1555 Berger Drive, Suite 300, San Jose, CA

Phone: (408) 918-3405

### Santa Clara County Department of Environmental Health

Ray Maiden

Hazardous Materials Specialist II

Hazardous Materials Compliance Division

Address: 1555 Berger Drive, Suite 300, San Jose, CA

Phone: (408) 918-1980



## CAL FIRE Santa Clara – Masten

Tim Main, Battalion Chief

Address: 10810 No Name Uno, Gilroy, CA

Phone: (408) 842-3713

### 2.C.3. Available Processing Capacity

*Provide a written commitment guaranteeing capacity for the organic materials collected under the Franchise Agreement throughout the term of the Franchise Agreement. If proposer is not the owner or operator of the facility, proposer is to provide a letter of commitment from the processing facility owner to comply with this RFP requirement.*

Please see the letter in Section 2.B.3. Available Processing Capacity.

### 2.C.4. Import Restrictions or Fees

*List any import restrictions, taxes, or fees that will be applicable to the receipt of the City's organic materials. Discuss the ability of the host jurisdiction or state to increase or levy taxes, host fees, or other fees. If there is an import restriction on accepting materials from outside of the local jurisdiction, describe the process to have the import restriction waived.*

There is a City of San Jose LEA enforcement fee of \$1.08 per ton at Zanker that fluctuates every year. There is currently a \$1.40 per ton CalRecycle fee on all disposal of processing residue, which is covered. However, if it increases, which it likely will, that increase will be passed through, pro rata on a percentage of disposal for each material type. CalRecycle and City of San Jose can impose additional fees at any time.

### 2.C.5. Transfer Method

*If use of a transfer station is proposed in conjunction with the proposed organic material processing and/or composting site, proposer shall provide the same type of information requested above in Items 1 through 4. If an alternative transfer method is proposed, proposer shall describe the transfer methodology and any equipment required, regulatory approval needed, and other pertinent information.*

Residential yard trimmings will be transferred through Zanker Road Landfill (ZRL) to Z-Best's composting facility.

Z-Best

705 Los Esteros Road

San Jose, CA 95134

Operations Manager: Scott Beall





Telephone: (408) 263-2384

### Zanker Road Landfill

- Owner and Operator: Zanker Road Resource Management, Ltd.
- SWFP No.: 43-AN-0007
- Capacity: Up to 2,600 TPD
- Operations Manager Contact Information: Scott Beall (408.263.2384)

### Permits/Regulatory Agencies

The regulatory agencies that monitor Z-Best's facility include the following.

#### **State Water Resources Control Board**

San Francisco RWCQB

Address: 1515 Clay St., Suite 1400, Oakland, CA

Phone: (510) 622-2300

#### **Bay Area Air Quality Management District (BAAQMD)**

Jayendra Patel

Air Quality Inspector

Phone: (415) 749-4979

Email: [jpatel@baaqmd.gov](mailto:jpatel@baaqmd.gov)

#### **Department of Food and Agriculture**

Pierre Labossiere

Special Investigator

Address: 1220 N Street, Sacramento, CA

Phone: (510) 715-6399

Email: [plabossi@cdfa.ca.gov](mailto:plabossi@cdfa.ca.gov)

#### **Santa Clara County Department of Environmental Health**

Jaji Murage

Registered Environmental Health Specialist

Solid Waste Programs

Address: 1555 Berger Drive, Suite 300, San Jose, CA

Phone: (408) 918-3405

#### **Santa Clara County Department of Environmental Health**

Ray Maiden

Hazardous Materials Specialist II

Hazardous Materials Compliance Division

Address: 1555 Berger Drive, Suite 300, San Jose, CA

Phone: (408) 918-1980



### San Jose Fire Dept. Station 25

Address: 1525 Wilson Way, Alviso, CA

Phone: (408) 794-7000

## 2.D. Residential On-Call Bulky Item Clean-Up

*Describe your approach to conducting four on-call bulky item clean-ups per year at now added charge for resident receiving single family style service, and on-call bulky item clean-ups for a fee for residents receiving multi-family style service and for businesses as discussed in Section 3. Address differences in your approach to working with single-family and multi-family customers. Identify if and how you plan to encourage reuse, identifying what third party you plan to work with and list the materials that will be targeted for reuse. As noted in Section 3.2, should you believe that the current system of two community wide cleanups is less costly, please address in your proposal, and provide your supporting assumptions.*

## Annual Community Clean-Up Program

The following large household items will be accepted on the four clean-up days. Items in bold refer to the list in the definition of bulky items contained on p. A-3 of collection agreement Exhibit A.

- **Appliances**
- Basketball Hoops
- Bathtubs
- Large BBQ Grills
- Bicycles
- Bird Baths
- Boxes of Items
- Box Springs
- Electronic Equipment (Stereos, TVs, VCRs)
- Camper Shells
- **Carpet**
- Chairs
- Compactors (Trash)
- Computers
- Copiers
- Counter Tops
- Dishwashers
- Dog Houses
- Doors (Closet, Front, and Back)
- Dressers
- Dryers
- Fax Machines
- Fences and Gates
- Fireplace Inserts
- Fluorescent Tubes
- Freezers
- Furnaces
- **Furniture**
- Garbage
- Godfather Clocks
- Hot Tubs and Spas
- Hutches
- Kitchen Cabinets
- Ladders
- Large Yard Trimmings
- Lawn Furniture
- Lawn Mowers
- Light Fixtures
- **Mattresses**
- Mini-Bikes and Mopeds
- Ovens
- Pallets (Wood)
- Pianos and Organs
- Picnic Tables
- Ping-Pong Tables
- Plastic Pools
- Pool Covers
- Pool Tables
- Pot-Belly Stoves
- Refrigerators
- Sheds
- Sheds (Disassembled and Bundled)
- Sinks
- Sofas
- Solar Panels
- Spa Covers



- Stereo Cabinets
- Stoves
- Swing Sets
- Table Saws
- Tables
- **Tires**
- Toilets
- Tree Stumps
- Vehicle Body Parts
- Video Arcade and Pinball Machine Parts
- Washers
- Water Beds
- Water Heaters
- Windows and Door Frames
- Wood Scraps
- Wooden Spool



Whenever possible, items will be recycled. GreenTeam will mail out notices to all residents with information on on-call pickup program. Pursuant to the Draft Contract, p. 13, GreenTeam shall offer small bins. Customers will be able to request 4- or 6-yard front-load bins/containers in their front yard.

## Construction and Demolition (C&D) and Bulky Item Processing Facility

C&D and bulky items will be collected and transferred to Zanker Road Landfill (please see information provided in Section 2.C.5. Transfer Method on the previous pages) and at

Zanker Materials Processing Facility (ZMPF)

675 Los Esteros Road

San Jose, CA 95134

Operator Contact: Scott Beall

Telephone: (408) 263-2384

### ZMPF

Owner and Operator: Zanker Road Resource Management, Ltd.

SWFP No.: 43-AN-0001

Capacity: Up to 1,800 TPD

Operations Manager Contact Information:

### Permits/Regulatory Agencies

Please see those listed for Zanker Road Landfill in Section 2.C.5. Transfer Method.

### ZMPF Services

- Sheetrock processing
- Soils processing
- Mixed construction wastes recycling

### ZRL Services

- Demolition debris recycling
- Asphalt shingle processing
- Concrete recycling
- Wood waste and brush recycling

### Contamination Related to Diversion Rates

The contents of C&D Drop Boxes must be at least 50% Recyclable for the City to experience a 50% diversion rate. Common contaminants include the following.



- Insulation
- Carpet
- Furniture
- Painted wood
- Ceiling tile
- Dirty film plastics
- Plastic tarps
- Soiled buckets and other containers

Please see <http://www.zankerrecycling.com/> for additional diversion information.

## Solid Waste Transfer

Solid waste will be transferred through the GreenWaste MRF with no preprocessing. Please see Section 2.B.1. Processing Site Information, which includes information on GreenWaste Recovery's facilities.

## 2.E. Public Outreach

*The City places the utmost importance on effective public outreach and promotion as the key to helping residents and businesses understand more about source reduction, reuse, and recycling. Each proposer shall describe the following:*

### 2.E.1. Public Outreach Programs

- *Public outreach programs that will be implemented to educate single-family, multi-family, and commercial customers on the recyclable materials and organics collection programs;*

#### Outreach Overview

GreenTeam's public education and outreach program is crucial to our success in meeting and exceeding the City's diversion goals. Public education and outreach begins far in advance of start-up and continues throughout the contract. Public education for single-family, multifamily, and commercial services is described below. GreenTeam will provide one outreach coordinator and an outreach manager. Once start-up is completed, the outreach team's primary focus will be to educate and inspire participation in the diversion programs including recycling, food waste, and yard waste. Our primary focus will be to provide presentations and attend events in Milpitas schools and neighborhoods.

#### Technical Approach— Public Outreach Program

- ✓ GreenTeam will work with the City to customize its cost-effective outreach program to meet its needs, while using effective methods and high-quality materials that have been proven to increase diversion in other communities.



## Initial Start-Up Public Education and Outreach

Educational and outreach materials printed by GreenTeam will be designed to convey messages visually, in an effort to reach the diverse population of the City. The City's Contract manager will be presented all public education materials at least 5 days prior to circulation for review and approval.

### Service Transition Piece

Well before the start of collection, GreenTeam will send a direct mail piece to each commercial customer, single-family customer and multifamily manager to introduce the new garbage, recycling, food waste, and yard waste (as applicable) collection company and program, emphasizing source reduction, reuse, and recycling. The single-family introductory piece will highlight the new programs. Additionally, the introductory mail piece will verify billing information, confirm collection day, provide a holiday schedule for 2017, and solicit input from the customers on how to improve the programs. Along with the introductory mail piece, we will include a "How-to" guide (as described below).

Additionally GreenTeam will distribute Public Service Announcements through newspaper advertisements and we will meet with at least 4 business associations to introduce the new programs.

For those customers experiencing a collection day change, GreenTeam will send an additional mail piece emphasizing their new collection day.

## Public Education Programs for Recyclables, Yard Waste, and Food Waste

### "How To" Guides

Two separate recycling and diversion "How To" guides will be produced: one for single-family customers, another for multifamily and commercial customers. These guides will include set-out instructions, contact information, and acceptability and necessary preparation of materials for all containers as applicable: garbage, recyclables, yard waste, and food waste. A section of the guide will specifically address proper methods of handling and disposal of hazardous waste.

These attractive and informational guides are suitable for hanging and provide the opportunity for repetitive viewing and work as a reference for determining which items are accepted as recyclables, yard waste and organics. We have used similar guides in several successful start-ups. They provide both visual and written information to best suit the needs of the majority of residents. A sample "How To" guide is provided at the end of this section. "How to" guides will also be distributed at community events, recycling presentations, and outreach activities in which GreenTeam participates.

## Other Educational and Outreach Materials

Ongoing outreach and education to single family residents, business managers and multifamily managers is achieved through numerous avenues including newsletters, which will be included with an invoice (please see **Appendix E—Sample Outreach Materials** for an example newsletter). The newsletters will be devoted to local, environmental, and regulatory issues. They will address seasonal recycling topics, for instance in the winter newsletter, we would specifically inform



customers of holiday service day changes. Additionally GreenTeam will communicate to our customers through bill inserts, Christmas tree collection notices, and billing messages.

Any rate increases or service modifications will be indicated within the invoice. Throughout the term of the contract, GreenTeam will mail any new customer an outreach packet containing a “How to” guide and current program information.

Annually, GreenTeam will submit an Annual Public Outreach Plan that will include the preparation and distribution schedule of all planned outreach for the year.

## 2.E.2. AB 341 and AB1826 Compliance

*• Plans for complying with AB 341 mandatory commercial and multi-family recycling and of AB 1826 mandatory commercial and multi-family organics outreach requirements;*

A team made up of the outreach coordinator, manager and a route supervisor will conduct site visits and waste audits for commercial customers and multifamily customers in an effort to increase the volume of recycling and organics which will in turn increase diversion. The team will have two main objectives. First, focus on attaining 100% participation in the recycling program. Our goal is for every business and multifamily not already recycling to have at least one recycling cart. Second, focus on implementing and increasing organics service as it ramps up annually with AB1826. This team will contact each commercial customer and multifamily manager/owner at least once per year to:

- promote the recycling and organics program;
- identify additional recycling and organics opportunities;
- present potential cost savings associated with increased recycling and organics service and reduced garbage service;
- perform visual waste characterization assessments and present service level recommendations;
- learn about site-specific barriers to recycling and/or organics service and identify solutions;
- provide signage, “How To” guides, and other educational materials to tenants and employees to educate them on how to properly participate in the source reduction, recycling and organics, programs; and
- assess and identify hard-to-service areas and develop service adjustments to address them.

## 2.E.3. Website

*• Description of your strategy for developing and using a website or webpage specific to Milpitas to provide customers with access to service information, rates, and other public education information; include links to example websites;*

As described in the Executive summary, pp. 6-7, “Using Proven Integrated Technology Systems, GreenTeam’s proposed website will have functionality that conveniently provides the City and customers access to service information, rates, and public education information, using ReCollect.

The website will use a layout and presentation similar to the following two WCI websites.



- <http://www.wcnorthwest.com/>
- [www.eldoradodisposal.com](http://www.eldoradodisposal.com)

#### 2.E.4. Social Media

- *Proposed use of social media as an outreach tool;*

GreenTeam uses social media to provide customers with information on programs such as holiday schedules, special events, and Christmas tree collections.

#### 2.E.5. Presentations

- *Plans for presentations to schools and other community organizations;*

Once the initial rigors of start-up have eased, the outreach team will initiate and provide recycling and organics presentations to, schools, and other community groups on an ongoing basis. These presentations are designed to educate community members on the benefits of traditional recycling and organics recycling and other programs (along with reusing and reducing), how to recycle in their places of employment, and residences and where to get more information. The outreach team will meet with individuals and in group settings.

#### 2.E.6. Event Participation

- *Participation at City events, such as booths, displays, sponsorship, parade floats, farmers markets, etc.;*

The outreach team along with other GreenTeam staff will coordinate and participate in community and City-sponsored events. This participation could include hosting information booths. We have found the broad participation by GreenTeam staff to be an excellent resource for such events, as they have extensive knowledge of the solid waste, recycling, and green waste programs and can easily offer answers to questions from residents. A team of two, typically, will staff an information booth at community events. The booth may include a visual display of such items as composting process and examples of recyclables.

GreenTeam will provide sponsorship to various community organizations and community events annually and sporadically by providing free services and /or cash donations. GreenTeam will provide free services at community events mutually agreed to by GreenTeam and the City.

#### 2.E.7. Information Schedule and Quantities

- *Schedule and quantity of information that will be distributed (e.g., newsletter, brochures, etc.);*

The schedule and quantity of outreach material to be distributed for all programs including single family, multifamily and commercial will include but not be limited to the following.



Outreach Item	Quantity	Frequency or Distribution Date
Initial Direct Mailing to Inform All Customers of New Program, Verify Billing, Collection Day, Holiday Schedule, Etc.	Up to 16,000 Pieces	One Time: August 1, 2017
Recycling, Yard trimmings and Food Waste "How To" Guide for All Single-Family Residents, Multifamily Tenants, and Commercial Customers	Up to 19,500 Pieces	One Time at Beginning of Start-Up
"How To" Guides to be Distributed at Community Events, Presentations, Other Community Activities, and During Onsite Meetings With Residents, Multifamily and Commercial Managers	Up to 5,000 Pieces	Provided at All Available Opportunities
Newsletters	Up to 17,000 Pieces	Annually for Single-Family, Biannually for Multifamily, and Quarterly for Commercial
Bill inserts	Up to 16,000 pieces	Annually for single family, bin annually for MFD and annually for Commercial
Posters	Up to 4,000 pieces	Ongoing
Non-collection notices	Up to 7,000	Ongoing
Promotional Items Made From Recycled Material	Up to 10,000 Pieces	Ongoing

## 2.E.8. Outreach Staffing

• *Proposed number of employees, their job functions, and number of hours per week that will be devoted to the promotion and maintenance of collection services in Milpitas;*

Weslie McConkey will be charged with the implementation of this program and is highly experienced and qualified to provide excellent outreach services and materials. In addition, GreenTeam will hire one full-time outreach coordinator, who will support her efforts. As described in Section 1.D. Key Personnel, Weslie has worked in the solid waste industry since 1998. Currently, she is the public relations manager for GreenTeam. Weslie has extensive experience in developing and implementing public education and outreach programs.

She will devote 20 hours per week to the promotion and maintenance of collection services in Milpitas

## 2.E.9. Outreach Subcontractors

• *Public outreach subcontractors (if any), and their qualifications, years of experience, and references;*

GreenTeam will not use subcontractors for public outreach.



## 2.E.10. Sample Materials

- *Samples of similar educational materials, which may have been used in other programs, particularly those related to recyclable materials collection and food scraps collection programs;*

Please see **Appendix E—Sample Outreach Materials** for public education materials.

## 2.E.11. Budget

- *Proposed budget for public outreach during the start-up period of the contract and on an annual basis; and,*

As part of our proposal, GreenTeam, has budgeted the following:

- \$48,000 for one-time start-up costs
- \$64,000 annually for educational literature, mailings and community events

**The total annual budget for start-up costs, education, and outreach for the first year is \$100,000. In subsequent years, the annual budget will be \$64,000 for education and outreach.** Wages and benefits for the outreach coordinator will be in addition to these costs.

## 2.E.12. Other Features

- *Other aspects or unique features of the proposed public outreach plan.*

### Minimizing Contamination and Maximizing Participation

Educating the customers would be the key to reducing contamination and increasing participation. Part of our outreach program will be to maximize recycling, yard waste, and food waste participation as well as improving material. This effort would be focused first on getting participation, and second on improving their programs to increase volume where possible and improve contamination issues, if any exist.

### Creative Strategies

GreenTeam puts an emphasis on diversion. This helps conserve energy and reduce the consumption of natural resources. Recycling used products is one of the best ways to save the environment.

- **Diversion preserves the environment.** As the demand for paper increases, more trees are being cut to produce paper. By recycling paper, we can prevent the destruction of forests. Recycling a ton of mixed paper or newspaper, is equivalent to saving 12 trees.
- **Diversion saves energy.** Processing raw materials consumes a considerable amount of energy resources. Recycling used materials reduces energy requirements in many manufacturing processes such as refining and mining. Recycling materials like aluminum and glass can greatly reduce the pressure on energy resources. This can be gauged from the fact that the energy requirement for recycling aluminum cans reduces by 95% when compared to conventional methods of manufacturing new cans.



- **Recycled products are budget-friendly.** Recycled products are affordable for the supplier as well as for the customer. Companies involved in manufacturing recycled items can afford to sell them at a budget-friendly price as the production cost is not high. So, customers can certainly cut down their monthly expenses by opting for recycled products.
- **Recycling reduces pollution.** Recycling can help reduce the amount of greenhouse gas emissions, thereby helping to mitigate global warming effects. In a study that involved recycling 35,116 tons of material, it was found that the reduction in green gas emissions was equivalent to taking 22,140 cars off the road. As recycling conserves energy, this results in less fuel being utilized. Thus, a lower amount of carbon dioxide will be released into the environment.

## 2.F. Multifamily/Commercial Recycling Technical Assistance

### 2.F.1. Technical Assistance Plan

• *Describe proposer's plan to provide technical assistance to multifamily and commercial businesses and identify the specific type of onsite services and outreach materials that will be made available.*

#### 2.F.1.a. Multifamily

The multifamily sector is both diverse and ever changing and requires special attention to outreach and education. GreenTeam has developed strategies to involve multifamily communities in the recycling and organics programs. Examples include:

- holding focus groups for multifamily managers to discuss solutions to common problems;
- providing information on the purchase of “in-home recycling containers” for residents;
- holding a recycling contest for managers;
- working with managers to help them create site-specific “new resident packs;” and
- providing and/or participating in presentations and events at individual complexes, for example:
  - after-school or summer recycling carnivals for children; and
  - evening presentations to address specific ideas and questions.

A focus of all multifamily presentations given by GreenTeam outreach staff will be on increasing recycling, which will increase diversion.

Outreach materials will be distributed to all multifamily customers as described above. GreenTeam outreach staff will provide recycling presentations and site assessments to multifamily complexes.

#### Technical Approach— Multifamily and Commercial Recycling Technical Assistance

- ✓ GreenTeam has honed strategies and techniques to involve, educate, and assist multifamily and commercial recycling customers—to help them develop ownership in their contribution to improving diversion rates.



### 2.F.1.b. Commercial

The commercial sector is diverse with different types of establishments such as restaurants, food markets, office space, retailers and industry. GreenTeam has developed strategies to provide outreach to each type of business. Examples include

- conducting site visits in an effort to increase participation in the recycling and organics programs,
- holding annual meetings with business managers/owners,
- providing information on the purchase of “in the kitchen organics pails,” and
- providing and/or participating in presentations and events at individual businesses or groups of businesses.

Outreach materials will be distributed to all commercial customers as described above. GreenTeam outreach staff will provide recycling presentations and site assessments to commercial businesses.

### 2.F.2. AB 341 and AB 1826 Context

- *Provide a context for the plan relative to the specific requirements of AB 341 and AB 1826.*

In 2012, the State of California implemented a Mandatory Commercial Recycling Law, AB 341, which requires each jurisdiction to implement an outreach and monitoring program. It also states that commercial businesses that generate four cubic yards or more of garbage per week and multifamily complexes with 5 or more units shall recycle.

In October of 2014 Governor Brown signed AB 1826, requiring businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also requires that on and after January 1, 2016, local jurisdictions across the state implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units (please note, however, that, multifamily dwellings are not required to have a food waste diversion program). Organic waste (also referred to as organics throughout this resource) means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. This law phases in the mandatory recycling of commercial organics over time, while also offering an exemption process for rural counties. In particular, the minimum threshold of organic waste generation by businesses decreases over time, which means that an increasingly greater proportion of the commercial sector will be required to comply.

### 2.F.3. Staffing

- *Identify who will manage the technical assistance efforts and the number and job classification/title of the individuals that will be conducting assistance work. Identify the estimated hours of technical assistance that will be provided per multi-family and commercial account and the total annual hours for the technical assistance program.*

Outreach coordinator Weslie McConkey will manage the technical assistance efforts. The outreach coordinator, operations supervisor, and customer service representatives will all take part in providing



technical assistance to multifamily complexes and businesses. Approximately 1,600 hours per year will be dedicated to the technical assistance program. Each multi-family and commercial account will average an hour of assistance per year, and of course some will require more and others will require less.

## 2.F.4. Anticipated Diversion Improvement

*• Provide the type and number of customers that will be targeted and provide an estimate of the increase in the weekly cubic yards of recycling and organics service and the increase in annual recycling and organics tonnages.*

GreenTeam will first target those commercial and multifamily customers who fall under the parameters of AB 341 and AB 1826 and who are not currently meeting the requirements by either participating in a recycling or organics program. Once those customers have been contacted and are up and running with recycling and organics service where ever possible, GreenTeam will focus on outreach and implementation of organics service for those customers affected by the upcoming AB1826 standards.

## 2.F.5. Benefits and Challenges

*• Describe the benefits of the proposed services, and potential challenges related to the service and strategies for managing such challenges.*

GreenTeam has achieved much success through its technical assistance programs in San Jose and the West Valley cites of Campbell and Saratoga, and Town of Los Gatos. The benefits we anticipate in seeing in Milpitas from these similar programs are:

- increased diversion,
- increased compliance with AB341 and AB1826,
- increased “right sizing” of customer’s service levels,
- reduced litter, and
- increased positive image of garbage, recycling and organics service in the community.



## 2.G. Customer Service

*To ensure that customers in the City obtain competent, professional and courteous customer service, proposer shall:*

### 2.G.1. Customer Service Office Location

*• Describe the location where proposer's customer service operation will be housed.*

All customer service functions will be housed at the GreenTeam office, located at 1333 Oakland Road in San Jose. We provide all customers with a toll-free number, (800) 32GREEN [(800) 324-7336] and a local number, (408) 283-8500, at no charge.

### 2.G.2. Customer Service Staffing and Call Management

*• Specify the number of full-time equivalent customer service representatives (CSR) that will serve the City. Describe how calls will be handled/reported, how many calls are expected per CSR, and describe any changes you will make to your current CSR operation to accommodate the City.*

#### 2.G.2.a. Staffing

GreenTeam full-time customer service staff of eight (8) will consist of one (1) customer service manager; one (1) customer service supervisor; and six (6) customer service representatives (CSRs) (one who speaks Spanish and English); one supervisor, and one office manager. In addition to the pool of CSRs, additional accounting staff, including a billing clerk will be available to handle customer calls during the busiest times. Language line service is used to handle all bi-lingual communications. As demonstrated by GreenTeam's performance on the Santa Clara County contract and GreenTeam's and GreenWaste Recovery's successes in other communities, customer service and satisfaction are essential to our success in providing garbage, recycling, yard waste, and food waste collection to residents. The primary goal of our customer service department is to furnish answers and solutions to inquiries and concerns as quickly and professionally as possible.

#### 2.G.2.b. Call Management

Customer service calls will be routed through our local office located in San Jose. The CSRs will have access to the customer's information via our billing and routing database.

Customers will be able to use our toll-free number, (800) 32GREEN [(800) 324-7336] this is currently used by drivers and rings in Dispatch or our local number, (408) 283-8500, which will direct calls to the local district call center that will service the City. Customers will be able to leave a voicemail message during non-business hours. Messages received before business hours will be returned as

#### Technical Approach— Customer Service

- ✓ GreenTeam's local call center is staffed with highly trained, skilled, and experienced CSRs who know the area and understand the unique needs of the community. This makes all the difference in providing accurate and knowledgeable answers to customer questions compared to using a call center located elsewhere.
- ✓ GreenTeam is committed to providing staffing capacity for convenient, responsive and efficient customer service.
- ✓ GreenTeam's call center staff was ranked second place for large franchise districts in WCI in 2014.



soon as possible, but not later than the same day. Any calls received after business hours will be returned no later than noon of the following business day. The office personnel will handle walk-in inquiries in person, requests for changes to service levels, payments, and direct phone calls. The offices will be open Monday through Friday, from 8:00 a.m. to 5:00 p.m. GreenTeam will provide County staff a 24/7 contact number where GreenTeam management can be reached in case of an emergency.

### 2.G.2.c. Customer Request Follow-Up

The following types of customer request calls may arise:

- If there is a missing or broken container, we endeavor to repair or replace the container on the day following the missing or broken container call.
- If a pickup is missed, every effort is made to go back for the miss on the same day the missed pick-up call is received. Customer service representatives maintain ongoing radio and cell phone contact with drivers and supervisors to allow quick response. If same-day return is not possible, the driver returns first-thing, prior to beginning his regular route, on the following business day. Missed pickups reported on Friday will be collected on Monday.
- If a CSR receives a complaint due to spills or litter resulting from collection, the driver or supervisor is contacted and will make an on-site visit to the customer to remedy the problem as soon as possible.
- If a collection schedule change becomes necessary, appropriate authorization will be requested from the City prior to advising customers in advance through a mailer.
- If we are unable to collect garbage, green waste, or recyclables due to excessive contamination or noncompliance with set guidelines, the route driver will leave a notice of non-collection with the customer and report the non-collection notice to a supervisor and dispatcher. The supervisor or dispatch will phone the customer to educate the customer on how to remedy the noncompliance. We will return the following day or once the obstruction has been corrected for a courtesy pick-up.
- Noise complaints have been a rare occurrence in our collection experience. However, the complaint will be noted and every effort will be made to ensure that the noise issue is resolved.
- Drivers are trained to make every effort to collect containers regardless of traffic and sidewalk obstructions. If either makes collection impossible, the driver will attempt to recover the container for collection or will report the non-collection to dispatch and dispatch will phone the customer to have the obstruction removed. We will return the following day or once the obstruction has been corrected for a courtesy pick-up.

### 2.G.2.d. Corrective Action Coordination with Customers

GreenTeam has an ongoing program to monitor material separation, setouts, and absence of contaminants. Information collected on setouts, weights collected, participation, number and type of



corrective action notices issued, type and level of contaminants, etc. are entered daily into a database created especially for this monitoring program. If corrective action notices are repeatedly issued within a running year, a GreenTeam field service representative may make an on-site visit to discuss with the service recipient the importance of the program conditions and the reason for the continuing problem. The field representative clarifies with the service recipient the steps necessary to ensure correction. If a particular problem is widespread, GreenTeam will resend informational literature to area participants.

### 2.G.3. Website

• *Identify if the company has a website that customers may access to obtain customer rates, service information, pay bills, and to submit inquiries or complaints and provide website address, if applicable. Confirm that customers can email their queries and specify the maximum turn-around time for responses.*

GreenTeam will maintain a website that will include, but not be limited to, answers to frequently asked questions, pick-up and holiday schedules, recycling, yard waste, and food waste “How To” guides, bin sizes, set-out requirements, and contact information. The website will provide customers with the ability to pay their bills through an online check or credit card and sign up for automatic bill pay.

### 2.G.4. City Access to Customer Service System

• *Describe how the City will access the company’s website or obtain access to the company’s customer service system to view in real time and in a read-only format, customer service related information by customer type, including information such as the number of missed pick-ups, number and type of complaints received, level of service, collection day(s), etc. to comply with Section 4.12 of the Franchise Agreement.*

As described in the Executive Summary, pp. 6–7, Using Proven Integrated Technology Systems, GreenTeam will use ReCollect to integrate systems. The City will have be able to access the customer service database where its password will be required to access the customer database.

## 2.H. Customer Billing

*The collection contractor shall be responsible for billing all customers for services. To insure that customers in the City obtain competent, professional, and courteous customer service with regard to billing matters, proposer shall:*

### 2.H.1. Customer Database Development

• *Describe how the proposer will develop the necessary customer service and billing data at the start of services. Such a description shall include the proposer’s approach for identifying service needs and process for auditing and verifying the accuracy of data in the contractor’s system;*

#### Technical Approach— Billing System

- ✓ GreenTeam will work closely with the City to develop a coordination plan that provides integrated, real-time access to customer data, service data, and billing information.



### 2.H.1.a. Database Development

In past start-ups, GreenTeam has obtained billing information from either the municipality or the previous hauler. Using these lists, we have sent out informational packets introducing ourselves as the new hauler and giving out program details. We do our best to ensure that there are few route day changes but if any are necessary, we advise the customers of this change.

At the beginning of the contract, GreenTeam will check with the City and the local customer base to verify the accuracy of all customer information, including customer counts, services provided to individual customers, and contact information. These checks will be completed as part of the implementation schedule, when the information is transferred to our databases and deemed as accurate as possible.

At this same time, GreenTeam is able to get routing in place. GreenTeam brings a significant advantage to its clients, as it is both a large company and a local company. We are highly familiar with the area, which helps us in verifying the accuracy of customer lists. Once in the field, drivers will continue to verify the accuracy of customer information. Any changes to customer data are sent to our customer service center via radio, verified with the City, and then updated in the database.

Any changes to customer data are sent to our customer service center via radio, verified with the City, and then updated in the database.

Throughout each contract managed by GreenTeam, customer lists are vetted on a regular basis. Early in the implementation of contracts, drivers often discover shared accounts where customers may be receiving service, but are not billed. Addresses are also found to be erroneous. As drivers make these discoveries, they are sent to our customer service center via radio, verified with the City, and then updated in the database.

### 2.H.2. Sample Customer Billings

• *Provide sample customer billings and a listing of jurisdictions where proposer currently provides billing services, including a contact name and phone number;*

#### 2.H.2.a. Sample Invoices

Please see **Appendix F—Sample Invoices** for examples.

#### 2.H.2.b. Jurisdictions in Which GreenTeam Provides Billing Services

Jurisdiction	Address	Contact Name and Telephone
West Valley Solid Waste Management Authority c/o Hilton Farnkopf & Hobson LLC; West Valley Collection & Recycling, LLC	201 N. Civic Drive Suite 230, Walnut Creek, CA 94596	Robert Hilton (925) 977-6961
County of Santa Clara Integrated Waste Management Division—	1553 Berger Drive, Building #1, San Jose, CA 95112	Amy Brown (408) 918-4622



Jurisdiction	Address	Contact Name and Telephone
District 3 and District West: Waste Connections of California, Inc., d.b.a. GreenTeam of San Jose		

### 2.H.3. Billing-Related Customer Service

• Describe its procedures for dealing with customer service, with regard to customer billing demands, during the transition and throughout the term of the Franchise Agreement; and,

Billing will commence after transition. Customers will have access to billing information via website, phone, e-mail, automated, and in-person at GreenTeam’s local office. CSRs are able to access the billing system to give them information.

### 2.H.4. In-Person Payments

• Describe how it will offer a local location for in-person payments.

Customers can go to the local office and make payments from 9:00 a.m. to 5:00 p.m., Monday through Friday.

## 2.I. Multi-Family and Commercial Recycling and Organics Plan

*Contractor will be required to provide, and shall describe how they shall address all program elements required for mandatory multi-family and commercial recycling collection under the provisions of AB 341, and mandatory multi-family and commercial organics collection under the provisions of AB 1826 as required for implementation prior to September 2017. Services shall include, at a minimum, determining what customers are covered by these two statutes and related implementing regulations, and providing collection, outreach, monitoring, and reporting services. Proposers should estimate weekly cubic yards and estimated annual tonnages of recyclables, yard trimmings and food scraps by customer type.*

### 2.I.1. Determining Customers Covered by AB 341 and AB 1826

Each commercial and multifamily customer will be assessed on an individual basis to determine whether they are covered by AB341 and AB1826. For AB 341: GreenTeam will look at each commercial businesses current service level, if they have more than 4 cubic yards of garbage service each week, they fall under the requirements of AB 341, additionally each multi family dwelling with over 5 units is covered by AB341. In September 2017, customers covered by AB 1826 are those who produce 4 cubic yards or more of organic waste, and in 2019 AB 1826 applies to customers producing 4 cubic yards or more of garbage and then in 2020 it may apply to those producing 2 cubic yards or more of garbage per week.



## 2.1.2. Determining Customers Covered by Other Implementation Regulations

As additional regulations are implemented GreenTeam is committed to working with the City of Milpitas to provide effective and creative options for meeting those regulations.

## 2.1.3. Collection

Multi-family and Commercial organics collection will occur on at least a weekly basis, and in some cases more often via a front-end load collection truck, as described in Sections 2.A.2 and 2.A.3 above.

## 2.1.4. Outreach

GreenTeam will provide outreach regarding AB 341 and AB 1826 through various methods including the following.

- Newsletters
- Site visits
- Website
- Direct mailings
- Billing messages

## 2.1.5. Monitoring

Customers will be monitored annually to ensure compliance is achieved and maintained.

## 2.1.6. Reporting

GreenTeam is familiar with the reporting requirements of AB1826 and will provide all required data to the City or the State directly if requested by the City.

## 2.1.7. Recycling and Organics Quantities to Be Collected

Customer Type	Recyclables		Yard Trimmings		Food Scraps	
	Weekly Cubic Yards	Estimated Annual Tonnage	Weekly Cubic Yards	Estimated Annual Tonnage	Weekly Cubic Yards	Estimated Annual Tonnage
Multifamily	3076	4558	100	416	202	1103
Commercial	3076	4558	100	416	202	1103

## 2.J. Subcontractors

*For any proposed use of subcontractors to perform either Base Services or Alternative Services specified in the Franchise Agreement and this RFP, identify each subcontractor by name, provide*



contact information, describe corporate structure, qualifications and experience of the subcontractor, and describe in detail the services to be performed.

### 2.J.1. Subcontractor Information

Services to Be Performed	Subcontractor Name	Address	Contact Name Telephone	Corporate Structure
Food Waste Processing	GreenWaste Recovery	625 Charles Street San Jose, California, 95112	Ricardo Lopez (408) 938-4936	California Corporation
Composting	Z-Best	Z-Best, 980 HWY 25, Gilroy, California, 95020	John Doyle (408) 846-1575	Subsidiary of Zanker Road Resource Management, Ltd.
Transfer of Yard Trimmings	Zanker Road Resource Management, Ltd.	Facility: Zanker Road Landfill 705 Los Esteros Road San Jose, CA 95134	Scott Beall (408) 263-2384	California Limited Partnership
Construction and Demolition (C&D) and Bulky Item Transfer	Zanker Road Resource Management, Ltd.	Facility: Zanker Materials Processing Facility 675 Los Esteros Road San Jose, CA 95134	Scott Beall (408) 263-2384	California Limited Partnership

### 2.J.2. Subcontractor Qualifications and Experience

#### GreenWaste Recovery

GreenWaste is a privately owned and locally operated recycling and diversion company that specializes in the collection and processing of residential and commercial trash, yard trimmings, curbside recyclables, food waste and construction and demolition debris. GreenWaste has been a pioneer in the recycling industry since its inception in 1991 and has demonstrated leadership in efficient, effective and environmentally sound collection and processing operations. Its MRF in San Jose is one of the most innovative processing facilities in the world, capable of sorting and recovering 98% of recyclable materials and 75% of trash for a total facility diversion rate of 88% for household and commercial waste.

#### Caring for Customers, Employees, and the Environment

GreenWaste is concerned about the environment – not only the natural environment, but also its working environment. GreenWaste proudly promotes its employees and offers valuable training, great benefits, and an atmosphere of camaraderie and respect. GreenWaste employs 328 people in a variety of fields (administrative, equipment operators, sorters, mechanics, drivers, etc.). GreenWaste



provides collection and processing services to San Jose, Santa Cruz County, Portola Valley, Woodside, Los Altos Hills, Capitola, Scotts Valley, Palo Alto, and portions of Santa Clara County. GreenWaste's excellent customer service record is a reflection of the value it places on its employees.

## Zanker Facilities

### Z-Best Composting Facility

The Z-Best Composting Facility (Z-Best) is located in Santa Clara County near the City of Gilroy. Z-Best was opened in 1997 for yard waste composting and now can receive up to an average of 1,500 TPD of green/yard waste. The Z-Best composting permit was revised in 2001 to include up to 600 TPD of "in-vessel" municipal solid waste/food wastes (MSW) composting and currently has an average recycling rate of 78 percent for this MSW composting process.

**Yard Trimmings Composting.** Yard trimmings arriving at Z-Best are weighed and recorded and off-loaded directly in the composting area. The yard trimmings are loaded into a horizontal grinder, shredded and placed directly into windrows. The windrows are trapezoidal in shape, approximately 20' wide at the base, 12' high, and 400' long.

During the 14-18 week composting period, windrows are monitored daily for temperature and moisture. As required by state law, records are maintained on-site and include daily temperature readings, turnings, and documentation of the fifteen-day pathogen reduction period as required by state law. The windrows are turned 1-2 times per week and watered as needed.

When fully composted, the materials are transported to a screen for final processing and marked as organic compost.

**Municipal Solid Waste MSW and Food Waste Composting.** In January 2001, Z-Best began its MSW composting program after applying for and obtaining a full solid waste facility permit from the Cal Recycle. Currently, the facility accepts up to 350 tons per day of MSW compostable wastes from commercial establishments and area Cities.

**Compost Retention Bags.** At the Z-Best facility, all materials are processed in an enclosed 20,000 square foot building to remove non-compostable items. The compostable items are then shredded and transported to the composting area, where they are ejected into a 350-foot long bag that houses all the compostable wastes. PVC pipes are also introduced into the bag and used to aerate the compostable materials.

Retention time in the bags is about four months, at which time the contents are removed, turned and cured prior to screening. The materials are then transported to a screening system that is used to remove any larger materials, which are then disposed. The smaller compostable materials are stockpiled and cured for an additional four weeks before being screened again.

**Compost Marketing.** Compost produced from both operations are sent monthly to an independent laboratory to be tested for nutrient value, contamination and pathogen reduction. The organic



compost is sold primary to farmers and also goes material yards and landscapers. In 2014 Z-Best sold over 150,000 tons of compost products.

### **Zanker Road Landfill – Site 1**

The Zanker Facilities in San Jose originally began as Zanker Road Landfill. It quickly developed into a major full service, resource management, composting/recycling facility and landfill for residents and commercial businesses. This facility is divided into operational areas handling specific types of waste materials. These areas include: Demolition Debris Recycling, Asphalt Shingle Processing, Concrete Recycling and Wood Waste/Brush Recycling. The facility is also home to the Zanker Landscape Materials yard which sells all our landscape and construction products, as well as other landscape supplies.

### **Zanker Materials Processing Facility – Site 2**

In 1999, the Zanker Material Processing Facility, ZMPF, began recycling operations. The facility is divided into several different processing areas, each capable of processing different types of waste streams.

These areas include: Sheetrock Processing Area, Soils processing area and Mixed Construction Wastes Recycling.

### **Demolition Debris Processing – Site 1**

In 1988, Zanker Recycling has been a leader in processing mixed loads of demolition debris with a unique “float tank” and screening system that separates the soil, mixed concrete, and wood components from the mixed debris.

In 1998 Zanker designed and constructed a complete Demolition Debris Recycling Facility that was able to process unsorted demolition debris materials at the rate of 70 tons per hour with an average of 90% diversion rate.

In 2015, Zanker designed and constructed a new demolition recycling operation that is currently processing over 80 tons per hour with an average 95% of diversion rate.

This facility consists of a patented combination of conveyors, screens, magnets and air separation equipment that separates the materials into manageable and marketable products.

These products are than directed to other recycling operations on site or shipped directly to end product users.

### **Concrete Recycling – Site 1**

Zanker Recycling’s concrete plant was one of the first in the nation to convert concrete debris into aggregate products suitable for foundations and road construction.

The concrete recycling process begins with incoming clean concrete and reinforced concrete. Once the materials are unloaded at the site, non-acceptable materials are hand sorted out and recycled or disposed. Cleaned concrete is then loaded into the primary crusher where it is crushed. After the



primary crusher, the material passes under a belt magnet where steel is removed before moving to a secondary crusher that further reduces the particle size. The material is then screened to remove oversized pieces which are re-circulated back through the crushing circuit. During the entire process, employees and machinery remove non-aggregate materials that would compromise the products value.

Products produced from the recycled concrete includes a 3/4" class II base rock, utility sand, 3/8" pea gravel and 3/4" drain rock. These materials are sold to contractors and the general public and are available for delivery. To view these materials as well as all the other products carried by Zanker, please go to [ZankerLandscapeMaterials.com](http://ZankerLandscapeMaterials.com)

### **Wood Waste and Brush Recycling**

Wood waste and Mulch Piles. Landscape contractors, demolition/construction contractors, and private individuals deliver wood waste and brush to Zanker Recycling. Incoming loads composed primarily of brush; tree trimmings and wood waste are directed to the wood waste stockpile area for unloading. Wood wastes separated out at the other on-site recycling plants (especially the Construction waste sorting line) are also regularly transferred to the incoming wood waste stockpile.

The wood waste is ultimately ground and then screened to create wood chips and wood fines.

The Wood Waste plant consists of an electric Peterson Pacific grinder, an electrically powered Trommel screen and a series of electrically powered feed, transfer and stacking conveyors.

The wood chips (anything larger than 3/8-inch) are temporarily stockpiled on site and then hauled off-site and used primarily as co-generation fuel and secondarily as mulch for various landscaping and agricultural purposes. The wood fines (anything smaller than 3/8-inch) are also temporarily stockpiled on site and then hauled off-site and used in landscaping projects or as soil amendment.

To view these materials as well as all the other products carried by Zanker, please go to [www.ZankerLandscapeMaterials.com](http://www.ZankerLandscapeMaterials.com).

### **Mixed C&D Debris Recycling Area – Site 2**

Zanker Recycling also processes an extensive amount of mixed debris and debris box's daily through a 240-foot long C&D sorting conveyor system. The system is utilized to remove a variety of materials; up to 16 products from the typical mixed waste stream.

The sorting conveyor system, which includes elevated work-stations, Nihot air separation units, disc-screens and magnets is located above large concrete storage bunkers that hold recovered materials. When the storage bunkers become full, the materials are routed for additional on-site processing, or loaded and hauled to approved recyclers. Other materials such as mattresses, are processed separately into different products. Residual materials are routed to a landfill for disposal.

### **C&D Panorama**

The sorting system is capable of sorting 60 tons per hour with an average 80% diversion rate. The diversion rate and tons per hour vary depending upon the type of materials sorted.



### **Sheetrock Recycling – Site 2**

Sheet Rock Area. Contractors and private individuals deliver sheetrock to the Zanker typically with most of the loads being clean materials. Incoming loads composed primarily of sheetrock are directed to the sheetrock stockpile area for unloading. Sheetrock that is separated out at the other on-site recycling plants is also regularly transferred to the drywall stockpile.

In the recycling process, materials such as wood, metals, and trash are removed on-site leaving the sheetrock in smaller piles. These piles are consolidated in a stockpile where a Caterpillar dozer is used to crush the materials.

### **Asphalt Shingle Processing – Site 1**

Asphalt PadZanker Recycling accepts and processes clean, separated loads of composite asphalt roofing shingles removed from residential homes. The company sorts and cleans the old shingles and transports them to Oakland where they are processed into dry, granular asphalt pieces known as “RAS” (recycled asphalt shingles) that is shipped to other East Bay manufacturers to make “hot mix asphalt” used to build roads throughout the region.

The plant also accepts commercial tear off and tar and gravel roofing. These materials are stockpiled and made into alternative daily cover (ADC).

## **2.K. Management and Customer Service Systems**

*Proposer shall describe the management systems and customer service systems its company plans to use to manage inquiries and complaints received from residential and commercial customers, and to provide the City the reporting required in Article 6 and Exhibit C of the Franchise Agreement. The description of the management systems and customer service systems shall include:*

### **2.K.1. Software Systems**

*Name, type of equipment, software used to maintain routing and customer service information, and period of time the company has operated this system;*

#### **2.K.1.a. Routing Software**

Our route optimization program called eRoute Logistics by Institute of Information Technology (IIT). This program assigns detailed longitudinal and latitudinal data to every home and stop that we service. The program is tied into the most up to date mapping and GPS technologies, allowing us to look at various routing scenarios to maintain fuel savings and reduce our carbon footprint. Additionally, the eRoute program allows us to quickly and easily reroute customers should there be an annexation or a new service program put into place. For rerouting a city or group of homes, the program will run various route scenarios based on ideal driving paths. Our supervisors and management team can then review these various scenarios, tweaking them as necessary, to quickly



determine optimal routes that limit fuel consumption and minimize left turns, which are less safe than right turns. This application is also used for daily routing of cart deliveries and bulky item collections.

## 2.K.1.b. Customer Service Software System and Customer Tracking

### **Software and Statement Information**

Route Manager, houses our customer data that is used for customer billing and customer work order tracking. Specific charges and credits appear as separate line items on our statements, presenting to our customers a clear outline of what they are being billed for. The charge and credit statement lines include a description of the service they refer to, as well as the dates the services reflect. The statement date, due date, and company contact information are also clearly displayed on our statements. Additionally, statements include our e-mail address and website to give customers an additional means of contacting our representatives. Our billing statements also offer the customer the option of easily paying by credit card, changing their mailing address, and include a convenient pre-addressed return envelope.

A component of Route Manager is the on-board tablet. This module allows for real time communication between customer service, dispatch and the drivers. GreenTeam uses this module in conjunction with the eRoute application to provide efficient routing and collection for all customers and provides the ability to track containers not placed out for collection. The on-board tablet also provides the quickest response time to customer needs on a daily basis.

### **System Flexibility**

GreenTeam's billing system is state-of-the-art and flexible, allowing us to accommodate any future industry changes and giving us a variety of options for informing customers of significant information. The system allows for special messaging to be placed on statements, customized by geographic area and customer type. GreenTeam's billing house has the capability to produce full color inserts, allowing us to present important information to customers in a way that they'll be sure to notice.

### **Invoice Processing**

Prior to printing our statements, we receive a series of PDF files containing sample invoices, which are reviewed by the district controller and customer service manager. After review and approval, the invoices are printed and mailed. The billing company, using a bar-code tracking system, will verify that all statement bundles are delivered successfully to the postal facility.

An OCR scan line is printed on the invoice return stub to allow automated processing of customer payments. WCI contracts with a lock-box processor for the majority of payments received. Lock-box payments are uploaded daily to our billing system. Payment information is audited daily by our account staff. Cash receipts can also be mailed or dropped off at our local office or various local pay stations and are posted daily. We also accept payment with Visa or MasterCard through calls made to our customer service line, through an automated 24-hour payment line, or through our website.



## 2.K.2. Management Procedures

*Management procedures for managing inquiries and complaints and procedures used to minimize complaints (e.g., missed pick-ups, noise, spills, etc.);*

### 2.K.2.a. Missed Collection

Reports of missed pickups will be addressed immediately and our response will meet or exceed County standards. When a customer service representative learns of a missed pickup, he or she will offer to return a truck to the area as soon as possible on the same service day and no later than the next service day. Should a customer be missed, our customer service representative will add notes to the customer's account describing the situation and response. Work orders printed for return pickups record and track "misses," enabling our operations manager to review reports on service consistency for any of our drivers.

### 2.K.2.b. Monitoring Trends

By reviewing trends on missed collections and coaching drivers, we are able to assure that we minimize misses and provide our customers the best possible service in a courteous and effective manner. Additionally, by noting accounts in detail after every call, we are able to be proactive should any customer bring forward a "repeat miss." Any repeated missed pickups are forwarded to the operations supervisors, operations manager, and customer service manager to assure that the situation is resolved. When a customer reports a miss, our customer service team will review the notes to see if the driver noted anything in his route book. Should the driver have noted that the items were not placed out for pickup, the customer service representative will politely explain that the items were not missed; they were not out on time. Should the customer dispute this, our customer service policy is to give the benefit of the doubt to the customer the first time a disputed "not-out" is made. If a customer has a repeated "not out" dispute in the future, the customer service representative will involve a supervisor to assure a fair resolution is made.

### 2.K.2.c. Managing Inquiries and Complaints

GreenTeam drivers will communicate with our customer service center throughout the day via radio to ensure customer service information changes are entered into our customer service database. This will allow customer inquiries to be handled quickly. Dispatching of issues that arise throughout the day will be handled in a timely manner.

The GreenTeam Call Center is equipped with state-of-the-art call management hardware and software. All calls will be processed through a call router ensuring timely responses to all of our customers, even at peak call times.

When a customer calls our toll-free or local phone number, the CSR will first ask for the address of the customer or the location of the concern and enter it into the route management system. With this information in the computer, the representative can immediately determine the day the address is



serviced. The representative will then ask the caller to state their question or describe their concern and enters this information for future reference and follow-up.

The CSR taking a customer call can usually respond to complaints and inquiries immediately. Representatives will be given a written script that details commonly asked questions and appropriate responses. A customer service supervisor is also available during normal business hours for direct assistance and to address any unusual inquiries that representatives might be unable to answer.

## 2.K.2.d. Minimizing Complaints

### **Driver Customer Service Training**

Drivers will be thoroughly trained to address all aspects of customer service, ranging from understanding and learning to read their route lists to proper bin placement, access of customer properties, the use of outreach materials, and courteous personal interaction with customers for education and notification about proper set-out of bins, preventing contamination, etc. Following their initial training as part of implementation, drivers will receive ongoing training on safety. GreenTeam's excellent driver safety record reflects our success in the program.

### **Customer Service Representative Training**

CSRs are initially trained by the customer service manager. CSRs receive written scripts to answer frequently asked questions. When a new question arises, the CSR supervisor or manager will address the question and make sure that all CSR's are advised of the proper response for future calls. Ongoing training includes weekly one-on-one sessions between CSRs and the manager and quarterly meeting with all CSRs utilizing both internal and external training resources, including County-specific collection service and fee information and motivational techniques. In addition, calls are monitored for continuous customer service improvement. All CSRs are required to attend a ride-along with a driver for areas serviced by GreenTeam in order to have a full understanding of operational issues in specific service areas.

### **Maximum Resolution Time**

GreenTeam uses hardware and software that records the responsiveness to calls. The maximum resolution time for verified missed pickups is the next work day.

### **Maximum Call Center Hold Time**

GreenTeam will strive to continuously meet a maximum call center hold time of three minutes.



## 2.K.3. Information Accessibility

*Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served;*

### Real-Time Access for the City and Customers

Pursuant to Draft Contract Section 4.13 City Web-Based Access to Information, GreenTeam will establish a web-based system that enables the City to access GreenTeam's customer service and billing system to view customer records including service information, rates, call history, etc., on a 24-hour, real-time basis. GreenTeam will provide web-based access to street sweeping information including but not limited to completion of callbacks, damage to property, complaints and daily reports, including 4.15.B.3 (call-backs for street re-sweeping); 4.15.D.11 (remedy of street-sweeping-related property damage); 4.15.E.2 (tracking and resolution of customer complaints); and 4.15.F.2 (daily street sweeping reports and collection reports).

GreenTeam will provide the City access to its integrated routing, customer service, customer account/billing, and tonnage data using systems proven effective in El Dorado Hills and the City of Vancouver, Washington. In these jurisdictions, Route Manager software integration uses cloud technology with on-board tablets for driver use and the cities and their customers have access to live collection timing information.

Capabilities of the ReCollect system proposed for the City of Milpitas include the following.

- Communicate with residents: share program changes, service interruptions or educate residents with helpful tips. ReCollect works in any language and even lets residents report missed collections. With ReCollect you get a powerful tool to engage residents.
- Reach diversion goals: increase diversion and reduce contamination by providing relevant and timely information to your residents. ReCollect's personalized tools delight residents and help you reach your goals.
- Manage changes: whether you are cancelling collection due to weather, adjusting routes for efficiency or introducing new streams, ReCollect makes it easy for you to communicate schedule changes and keep residents informed.

### ReCollect Success in Vancouver, Washington

Waste Connections of Washington, Inc.'s Vancouver operations, its clients, and customers have been delighted with the ReCollect system. It offers the same benefits of an RFID system, but at a much lower cost. The cost of implementing the system can be offset by the costs of materials printing and mailing. Further, using the system reduces consumption of paper products and carbon footprint.

The ReCollect system supports a linear rate schedule where customers have the option of signing up for different levels of service. A pricing structure can be used that encourages residents to not have a lot of waste. Residents understand their schedules and services and put their carts out on time. If a customer calls in a change to their yard service, they'll also be able to sign up for reminders and see



their updated calendar within 24 hours. Waste collection becomes far more efficient than with traditional systems where customers are informed via the mail.

Once the hauler's database has been vetted and the systems are integrated, the ReCollect widget can be placed on GreenTeam's website and the City's website. The information is immediately available to the customers, the City, and GreenTeam, including its customer service representatives.

For additional information, please see **Appendix A—ReCollect Case Study: Vancouver, Washington**, which describes the successes of the system there. For more information about ReCollect, please see also <https://recollect.net/for/msw>.

## 2.K.4. Call Center Location and Function

*Description of whether individual call centers are established for each service area or if customer calls are handled by a centralized call center; and, identification of the location of the call centers that will be used;*

All customer service functions will be housed at the GreenTeam office, located at 1333 Oakland Road in San Jose. We provide all customers with a toll-free number, (800) 32GREEN [(800) 324-7336] and a local number, (408) 283-8500, at no charge.

Please see additional information about our customer service office/call center in Sections 2.G.2.1. Staffing and 2.G.2.2. Call Management of this proposal.

## 2.K.5. Software System Use By Jurisdictions

*Identification of whether the system is used company-wide or for select jurisdictions (listing which jurisdictions);*

Route Manager and ReCollect software are being used in the cities of Vancouver, Washington, and El Dorado, California. ITT Logistics' E-Route software is being used in the City of San Jose.

## 2.K.6. Systems Integration

*Description of how the customer service information interfaces with route and billing data and provision of examples of reports that summarize single-family and commercial customer information (name, address, service location, level of service, complaints, etc.);*

### 2.K.6.a. Interface of Customer Service Information With Route and Billing Data

The customer service data base and the routing software interface using a number of custom process, written and maintained by the Waste Connection Data Base Team. These processes can be modified to meet the specific need of each district within Waste Connections, but at a minimum these interfaces allow for rerouting efficiently in addition to on the fly routing of daily work order requests.

Please see also Sections 2.K.1.a. Routing Software and 2.K.1.b. Customer Service Software System and Customer Tracking of this proposal.



## 2.K.6.b. Sample Integrated Report

Please see **Appendix G—Sample Integrated Reports**.

## 2.K.7. Performance Standards and Procedures

*Description of your company's internal performance standards/targets as well as procedures used to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared set-outs; noise complaints; traffic and sidewalk obstruction during collection; and, safety around collection vehicles during operations;*

On a daily basis, GreenTeam management team reviews missed pickup and other customer complaint reports and follows up on each instance with the driver responsible to ensure that our customers receive top customer service. GreenTeam has a zero-per-route goal for missed pickups. Spills and damage claims are addressed immediately. All broken and missing containers are promptly replaced.

### Customer Request Follow-Up

The following types of customer request calls may arise:

- If there is a missing or broken container, we endeavor to repair or replace the container on the day following the missing or broken container call.
- If a pickup is missed, every effort is made to go back for the miss on the same day the missed pick-up call is received. Customer service representatives maintain ongoing radio and cell phone contact with drivers and supervisors to allow quick response. If same-day return is not possible, the driver returns first-thing, prior to beginning his regular route, on the following business day. Missed pickups reported on Friday will be collected on Monday.
- If a CSR receives a complaint due to spills or litter resulting from collection, the driver or supervisor is contacted and will make an on-site visit to the customer to remedy the problem as soon as possible.
- If a collection schedule change becomes necessary, appropriate authorization will be requested from the City prior to advising customers in advance through a mailer.
- If we are unable to collect garbage, green waste, or recyclables due to excessive contamination or noncompliance with set guidelines, the route driver will leave a notice of non-collection with the customer and report the non-collection notice to a supervisor and dispatcher. The supervisor or dispatch will phone the customer to educate the customer on how to remedy the noncompliance. We will return the following day or once the obstruction has been corrected for a courtesy pick-up.
- Noise complaints have been a rare occurrence in our collection experience. However, the complaint will be noted and every effort will be made to ensure that the noise issue is resolved.
- Drivers are trained to make every effort to collect containers regardless of traffic and sidewalk obstructions. If either makes collection impossible, the driver will attempt to recover the container



for collection or will report the non-collection to dispatch and dispatch will phone the customer to have the obstruction removed. We will return the following day or once the obstruction has been corrected for a courtesy pick-up.

## Corrective Action Coordination with Customers

GreenTeam has an ongoing program to monitor material separation, setouts, and absence of contaminants. Information collected on setouts, weights collected, participation, number and type of corrective action notices issued, type and level of contaminants, etc. are entered daily into a database created especially for this monitoring program. If corrective action notices are repeatedly issued within a running year, a GreenTeam field service representative may make an on-site visit to discuss with the service recipient the importance of the program conditions and the reason for the continuing problem. The field representative clarifies with the service recipient the steps necessary to ensure correction. If a particular problem is widespread, GreenTeam will resend informational literature to area participants.

## 2.K.8. Performance Metrics and Tracking

*Description of how the company measures customer service with regard to the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identification of specific performance metrics or targets your company tracks. Provision of copies of actual reports for at least three jurisdictions that document the actual performance level against your targets including, at a minimum, average hold times of the customer service call center and missed pick-ups;*

### 2.K.8.a. CSR Evaluations

WCI has contracted with Tooty, a customer service training and development company. Secret callers call in to our customer service department five times each month and evaluate GreenTeam's customer service representative's responses. Through June 2012, GreenTeam had a 96% rating—#1 in large franchise markets nationwide within WCI. GreenTeam customer service representatives have taken personal ownership and great pride in this program and have excelled over the last 4 years. In addition to Tooty evaluations GreenTeam utilizes NEC Call Center Management Software that tracks each of the CSR's call productivity.

### 2.K.8.b. Reporting

Please see **Appendix H—Sample Monthly/Quarterly Customer Service Reports.**

## 2.K.9. Sample Customer Service Reports

*Provision of copies of monthly or quarterly reports submitted to at least two jurisdictions that document monthly tonnage, customer account, and complaint information; and,*

Please see **Appendix H—Sample Monthly/Quarterly Customer Service Reports.**



## 2.K.10. Reporting Ability Pursuant to Franchise Agreement

*Demonstration of the ability to report the information required in Article 6 and Exhibit C of the Franchise Agreement if not demonstrated through the presentation of information required above.*

GreenTeam will customize its reports to meet the requirements of Article 6 and Exhibit C of the franchise agreement. Please see **Appendix G—Sample Integrated Reports** and **Appendix H—Sample Monthly/Quarterly Customer Service Reports** for examples of how this is done for other jurisdictions.

## 2.L. Corporation Yard and Maintenance Facilities

*Describe the proposed location(s) of the corporation yard for collection vehicles parking, collection container storage, employee parking, vehicle and equipment maintenance facilities, offices, and transfer operations (if necessary) of recyclable materials and organic materials. If the facility(ies) are currently operational and owned or leased by the proposer, describe plans, if any, to modify or expand the facility(ies) and the permitting process associated with the modification or expansion activities. If the facility(ies) need to be purchased, leased, and/or developed by the proposer, describe the acquisition and development plans; describe contingency plans in the event the proposed site is not available (or suitable) or in the event the acquisition and development timeline is delayed; and indicate willingness to honor the proposed costs if proposer has to secure a site other than described in its proposal.*

### Technical Approach— Facilities for Equipment, Maintenance, and Administration

- ✓ GreenTeam will use its existing corporation yard and maintenance facility—reducing implementation time and mitigating risks associated with real estate acquisition.
- ✓ GreenTeam will lease a yard for container storage, which it is currently performing due diligence research.

### 2.L.1. Proposed Corporation Yard

GreenTeam's office and maintenance facility (pictured above-right) is located at

1333 Oakland Road  
San Jose, CA 95112  
(408) 283-8500

This facility encompasses all vehicle parking, personnel staging, container storage, management and administrative operations, customer service, dispatch and maintenance facilities for our proposed collection services. **GreenTeam has spent over \$2.5 million dollars on the maintenance facility retrofit to accommodate over new CNG fleet and construction of a new CNG fueling station.** The County is able to leverage these facilities at no additional cost to its residents.

### Hours of Operation

The offices will be open Monday through Friday, from 9:00 a.m. to 5:00 p.m. GreenTeam's CSRs will also be available at the customer service telephone number from 7:00 a.m. to 6:00 p.m., Monday



through Friday. Customers may leave messages on the voicemail system between 6:00 p.m. and 7:00a.m.

GreenTeam will provide County staff a 24/7 contact number where GreenTeam management can be reached in case of an emergency. GreenTeam's hauling operation and maintenance shop operates from 3:30 a.m. to 10:00 p.m. Monday–Friday and on Saturdays, as needed.

## Top Shop

Top Shop is WCI's annual maintenance facility auditing program, where facilities are scored on numerous housekeeping and regulatory compliance requirements. In 2011, Green's maintenance shop received a score of 98.1%—a high score among the maintenance shops at WCI.

## Preventative Maintenance

WCI's preventative maintenance (PM) program for all service vehicles far exceeds state and federal standards. State and federal laws require specific preventative maintenance to be performed on GreenTeam's types of service vehicles every 90 days. GreenTeam performs this PM every 14 days. Fleet safety and performance are a top priority.

The truck shown on the right is our mobile maintenance truck and is used when a problem occurs while a driver is on route. Many times it's much faster for this vehicle to make it to the driver, fix the problem and get them back on route vs. coming back to the Shop, then going back out on route. The impact to the customer is much less, overtime and fuel costs are reduced.



## Storage Yard for Containers

GreenTeam will rent a storage yard front-load containers and roll-off boxes to be located in or near the Milpitas city limits.

## 2.L.2. Modification Plans

There are no plans to modify the facility at this time.

## 2.L.3. Acquisition, Development, and Contingency Plans

Not applicable.

## 2.M. Street Sweeping

*Describe how the proposer will provide the required street sweeping services in a high quality manner as described in Table 3-4, and in Section 4.15 and Exhibit O of the Franchise Agreement. Proposers should be specific regarding the extent to which they intend to process and divert, or to dispose of the*



*collected street sweeping material. Proposers should address how they will coordinate services with the City, and should address all relevant components of Section 5.5.1.*

## **2.M.1. Processing, Diverting, and/or Disposing of Collected Street Sweeping Material**

Due to the nature of the contents collected within street sweeping material, it will be disposed of at the Zanker Landfill.

## **2.M.2. Coordination with the City**

GreenTeam will work with the City to plan street sweeping routes and schedules.

## **2.M.3. Collection Methodology**

Street sweeping will be provided in-house by GreenTeam pursuant to the contract requirements. During November and December, the demand will double. At those times, GreenTeam will subcontract to cover the added demand. The subcontractor is to be determined.

## **2.M.4. Equipment Needed**

GreenTeam will procure a \$220,000 street sweeper manufactured by Tennant.

## **2.N. Implementation Plan**

*Provide a detailed implementation plan describing the proposer's approach to facilitating a smooth transition to providing services under the new agreement. The proposal must clearly describe the proposer's ability to implement the services in accordance with the schedule shown in Table 1-1 of this RFP. This should include how the proposer will meet equipment, personnel, administration, maintenance, and public outreach requirements, as well as transition issues such as high call volumes. The proposer should describe its assumptions regarding the City's staff participation and the current service provider's participation. Provide a schedule listing key events (i.e., equipment procurement, public outreach, container distribution, employee hiring and training, etc.), duration, and expected completion date of each event. Discuss contingency plans that will be in place for various aspects of the implementation process.*

### **2.N.1. Introduction**

The key to successful implementation of a new program is an experienced team. GreenTeam is experienced in initiating a variety of services specific to community needs and has successfully implemented highly similar programs for the County of Santa Clara, the City of San Jose, and West Valley Collection & Recycling. GreenTeam will ensure a successful transition for the City. Members of our team have worked together for over 24 years and have vast knowledge and experience of what is required to accomplish a transition to a new program of this scope and magnitude.

Upon execution of the contract, the implementation team will kick-off its start-up by reviewing the final contract and program requirements. The team will outline all program objectives, key contractual



requirements, timelines, and important milestones. An overall detailed implementation plan will be developed, as well as a summary outline of all operational and administrative obligations and requirements pursuant to the contract. GreenTeam will review its implementation plan with the City prior to implementation. GreenTeam believes that it is critical that all implementation staff are familiar with every provision of the contract. The implementation team will continue to meet regularly throughout the implementation phase.

The implementation team will be responsible for ensuring a smooth transition from Republic Services, including designing routes, procuring the quantity and type of vehicles and equipment needed, identifying and training management and staff, hiring personnel, planning and coordinating the distribution of containers, outlining the public education and customer service programs, and coordinating internally with the City staff. Every person on the team will be available to give immediate attention to any issues or concerns expressed by the City.

### 2.N.2. Ability to Implement by September 6, 2017

In the implementation schedule below, we have included the tasks requested in the RFP and other key tasks that will be integral to successful implementation. Our experience shows us that this schedule is realistic and GreenTeam is committed to maintaining it.

#### Technical Approach— Implementation Plan

- ✓ GreenTeam’s experience with implementation and its financial and sound management have shown that its proposed plan accommodates lead times for procurement, and staffing.
- ✓ GreenTeam’s maintenance yard is already in place, which will aid in smooth implementation.
- ✓ Contingency plans are in place to respond to atypical market conditions, etc. that could affect implementation.

### 2.N.3. Implementation Schedule

Activity	Start Date	End Date	Duration
<b>Contractor Selection</b>		January 2016	
<b>Contract Negotiations (Franchise Package Complete)</b>		June 2016	
Develop and Complete Transition Plan	July 1, 2016	July 31, 2016	One Month
Office, Shop, and Facility Set-Up (GreenTeam will use existing facilities. Any additional set-up will take place during this time.)	January 2017	June 2017	Six Months
Order Equipment and Carts	January 2017	July 2017	Seven Months
Hire Local Qualified Personnel	May 2017	August 2017	Three Months
Customer Database Development	May 2017	July 2017	Three Months
Public Education—Develop Introductory Mail Piece and Mail to All Customers	June 1, 2017	August 1, 2017	Approximately Two Months



Public Education—Develop and Deliver “How To” Guides to Residents and Commercial Customers	June 16, 2017	August 16, 2017	Two Months
Public Education—Develop and Deliver “Date Change Notification” Mailers	June 16, 2017	August 16, 2017	Two Months
Employee “Off-Truck” Training	July 16, 2017	August 16, 2017	Four Weeks
Office Manager, and CSR Training	July 16, 2017	August 16, 2017	Four Weeks
Deliver Bins and Carts	August 1, 2017	August 31, 2017	Four Weeks
<b>Commencement of Service</b>	September 6, 2017		

## 2.N.4. Meeting Equipment Requirements

To procure the appropriate equipment needed to effectively perform our services, we will thoroughly assess the need for the equipment, submit it to the City for approval, and then bid on it.

We have always worked closely with our vehicle, container, and cart vendors to ensure timely delivery of equipment. Based on past experience, we are able to calculate the number of routes that will be required using the total number of customers, expected tonnage, population density of the service area, and productivity of appropriate collection vehicles. We always order our equipment far in advance of the start of service date to ensure that there is no impact on service to the customers.

In addition, GreenTeam has the resources through WCI to obtain equipment from our other operations, if needed.

## 2.N.5. Meeting Public Education Requirements

Our public education program will begin in advance of program start-up. Prior to roll-out, we distribute informational packets advising customers of the upcoming changes and providing them with contact numbers. As described above, we also work with customers to ensure we provide the right containers for their needs and notify them in advance of replacement.

Upon signing of the contract, GreenTeam will begin to personalize the public education and outreach plan by:

- collaborating with the City to ensure all outreach requirements will be met and
- consulting with a graphic designer to create the “look and feel” for the collateral.

Once the look of the literature has been established, we will immediately begin designing the key documents including the

- introductory mail piece,
- special notice to single-family customers with 96 gallon garbage carts—exchanging to 64-gallon carts, and
- “How To” guides.



As the designs are completed, the number of customers will be confirmed. A file containing the printable pieces will be sent to the printer. The introductory mail piece will be mailed to all single-family residents, multifamily facility managers/owners, and commercial customers prior to August 1, 2017. A mail house may be used in distribution of the mail pieces. The “How To” guides will be delivered to each single-family resident, multifamily facility manager and commercial customer prior to August 16, 2017. Multifamily residents will receive guides from their complex property managers.

Once collection begins, GreenTeam will be using the “How To” guides, to continually educate and encourage residents and managers to properly participate in the collection program and increase their recycling.

## Participation Assumptions

### Assumptions Regarding County Staff Participation

GreenTeam will work with the City to understand its needs and preferences for the contract. We will seek County staff input during the implementation phase and continue working with them throughout ongoing operations. Over the life of the contract, we will request authorization for service and process changes and work with the City to create literature and new programs.

### Assumptions Regarding Current Service Provider Participation

GreenTeam will coordinate with GreenWaste Recovery and Recology for route and customer data transfer.

## 2.N.6. Vehicle and Equipment Procurement

To procure the appropriate equipment needed to effectively perform our services under municipal solid waste contracts, we thoroughly assess the need for the equipment, submit it to the municipality for approval, and then bid on it.

We have always worked closely with our vehicle, container, and cart vendors to ensure timely delivery of equipment. Based on past experience, we are able to calculate the number of routes that will be required using the total number of customers, expected tonnage, population density of the service area, and productivity of appropriate collection vehicles. We always order our equipment far in advance of the start of service date to ensure that there is no impact on service to the customers.

## 2.N.7. Personnel Hiring

### Recruiting

In past start-ups we have used both current employees and have hired the employees of the previous collection company. GreenTeam has the resources to bring in a corporate recruiter to meet specific hiring needs. Using an expert recruiter helps ensure the right fit within GreenTeam’s corporate culture and ensures that candidates are fully qualified for their positions to perform in accordance with GreenTeam’s standards of practice.



## Drug Testing

All prospective WCI employees are subject to pre-employment, nine-panel drug testing, which includes screening for pain medications. Today, these drugs are widely abused and are not detected in the current U.S. Department of Transportation five-panel testing program. Throughout employment, all personnel in safety-sensitive positions are subject to WCI's nine-panel random drug testing program. Additionally, U.S. Department of Transportation (DOT)-regulated employees are subject to the DOT's random drug testing program.

## 2.N.8. Personnel Training

New personnel are trained by district, regional, and corporate training personnel using proven techniques that ensure a smooth transition. GreenTeam has developed standardized training methods to ensure consistent training that establishes standards of practice and helps all new staff be fully prepared to "hit the ground running" at the beginning of a contract.

GreenTeam has established training programs completed by local district training personnel, including comprehensive new-hire and new-position training as well as monthly training on various topics. Regional trainers regularly provide safety training. Corporate trainers provide human resources, equipment maintenance, and additional safety training.

### Customer Service Training—Customer Service Representatives

CSRs are initially trained by a highly experienced customer service manager. They will be specifically indoctrinated into the "Waste Connections Way," seeking first to understand then to assist the customer in the spirit of WCI's vision and values statement and way of life.

CSRs receive written scripts to answer frequently asked questions. When a new question arises, the CSR manager will address the question and make sure that CSRs are advised of the proper response for future calls. A copy of all training materials will be provided to County staff upon request.

In addition, calls are monitored for continuous customer service improvement. GreenTeam currently uses the services of Tooty, Inc. to help monitor and improve our customer service levels. Tooty, Inc. offers outstanding program options that have a proven track record for accuracy, developing customer service skills, increasing closure on sales, and improving customer experience. Having our employees listen to themselves with a customer's ear and viewpoint is where real and lasting learning and improvement begins. All data is electronically transmitted.

The customer service manager will carry the initial training of the CSRs into the "real world" by being available to act as a resource for new CSRs, as they put their training into practice. All CSRs are required to attend a ride-along with a driver for areas serviced by GreenTeam in order to have a full understanding of operational issues in specific service areas.

Ongoing training includes WCI web-based training modules and Tooty, Inc. training updates.



## Driver Customer Service

Drivers will be thoroughly trained to address all aspects of customer service, ranging from understanding and learning to read their route lists to proper container placement, access of customer properties, the use of printed materials, and courteous personal interaction with customers for education and notification about proper set-out of carts and bins, preventing contamination, etc. Following their initial training as part of implementation, drivers will receive ongoing training on customer service. GreenTeam's excellent driver customer satisfaction record reflects our success in the program.

## Driver Training

As safety is our number one operating value, all new hire drivers, regardless of prior experience, undergo a mandatory 10-day training program where they are trained and evaluated by a designated driver trainer and supervisor. This 10-day program emphasizes driving skills, fundamental safety training, regulatory compliance, and customer service expectations. No new hire drives solo without satisfactorily completing this program.

Operations supervisors and all drivers are additionally trained in the SMITH System driver training program. This program, in existence since 1952, is utilized by numerous commercial driving operations and is required for all WCI drivers and operations management.

On all company vehicles, GreenTeam utilizes DriveCam on-board cameras that continuously monitor driver behavior and record specific triggered events. Recorded events are used to coach drivers. Continuous improvement of driving skills, safety habits, and customer service are also achieved through monthly safety meetings, supervisor "ride-alongs," and safety and work-practice observations.

GreenTeam's compliance with all California State Department of Transportation Commercial Vehicle Services regulations is mandatory and actively supervised.

GreenTeam develops and utilizes specific safety and emergency situation training programs that include safe driving practices, and spill prevention and release response. All GreenTeam trucks are equipped with spill containment kits, fire prevention, emergency response, personal protective equipment, and reflective triangles for roadside emergencies. All drivers will be required to wear clothing that meets ANSI standards for reflectivity.

## Incident Rates

WCI calculates Incident rates (I-Rates) monthly, an incident is a worker's compensation injury, an accident or property damage. GreenTeam's cumulative I-Rate from January through September 2015 was 19.4. All WCI companies combined I-Rate for the same time period is 12.9, which is low (good) by industry standards. For calendar year 2014 GreenTeam was at 21.9 and WCI at 14.1. GreenTeam's cumulative I-Rate from January through April 2012 was 14.7. All WCI companies combined I-Rate for the same time period is 18.2, which is low (good) by industry standards.



GreenTeam's I-Rate tracked lower (better) than WCI's combined number throughout 2012. From January through April 2013 GreenTeam was at 15.6 and WCI at 15.7. I-Rates are a good way to track our company's safety performance and compare that to both our past performance and other companies' performance.

## Health and Safety Programs and Training

It is GreenTeam's policy to conduct all operations in a safe and healthful manner. The safety and health of every employee is a fundamental consideration in every business decision and plan, and all reasonable precautions will be taken to protect employees from injury and illness.

Our goal is to prevent the occurrence of all work-related injuries, illnesses, and property losses. It is our philosophy that, by striving to eliminate unsafe conditions and actions, we will eventually achieve this goal.

All applicable safety regulations, codes, and accepted work practices will be trained upon and followed. Each employee will be informed of any hazards associated with his or her job and trained in safe work procedures, the use of personal protective equipment, and other means intended to provide required protection. Training is conducted upon hire of every new employee, prior to an employee being placed in a new position, prior to conducting different work from that to which they are accustomed, and monthly on required topics and as needed.

GreenTeam's safety program includes accident and injury improvement, safety meetings, safety committee meetings, driver/operator management, reporting and safety assessments, route and work observations, spill response, regulatory training including lock-out/tag-out training, fire prevention training, medical and first aid training, heat and cold stress, accident prevention, defensive driving SMITH system training, PPE training, blood-borne pathogen training, etc.

## 2.N.9. Billing and Fee Collection Roll-Out

In past start-ups, GreenTeam has obtained billing information from either the municipality or the previous hauler. Using these lists, we have sent out informational packets introducing ourselves as the new hauler and giving out program details. We do our best to ensure that there are few route day changes but if any are necessary, we advise the customers of this change.

## 2.N.10. Vetting Customer Lists

At the beginning of the contract, GreenTeam will check with the City and the local customer base to verify the accuracy of all customer information, including customer counts, services provided to individual customers, and contact information. These checks will be completed as part of the implementation schedule, when the information is transferred to our databases and deemed as accurate as possible. At this same time, GreenTeam is able to get routing in place. GreenTeam brings a significant advantage to its clients, as it is both a large company and a local company. We are highly familiar with the City of Milpitas, which helps us in verifying the accuracy of customer lists.



Once in the field, drivers will continue to verify the accuracy of customer information. Any changes to customer data are sent to our customer service center via radio, verified with the City, and then updated in the database.

Throughout each contract managed by GreenTeam, customer lists are vetted on a regular basis. Early in the implementation of contracts, drivers often discover shared accounts where customers may be receiving service, but are not billed. Addresses are also found to be erroneous. As drivers make these discoveries, they are sent to our customer service center via radio, verified with the City, and then updated in the database.

## 2.N.11. Determination of Routes and Operating Procedures

Routes are established in advance of cart delivery using Route Manager software. Cart deliveries are also routed to ensure timely, efficient delivery. During the first few weeks of service, supervisors maintain a close watch on routes to ensure that customers are not missed. All missed stops are handled as follows: GreenTeam receives a call from the customer or the City. If the call is received early enough in the day, the customer service representative will create a work order, then will call the miss out to the appropriate driver so that it can be collected that same day. If the call is received later in the afternoon, a work order will be created and the customer will be picked up first thing the following morning. All misses will be tracked via a customer service tracking log.

WCI has an Employee Safe Work Practices policy that covers route operating procedures. Specific information and procedures for drivers includes

- understanding the area that they service (schools, businesses, etc.),
- knowing the truck,
- backing,
- making allowances for load effects on the truck,
- stopping distances,
- use of horn as an alert,
- reporting hazards,
- reporting accidents and/or damage,
- handling hazardous loads,
- fire procedures, and
- truck lockout.

## 2.N.12. Public Education Techniques

Our public education program begins in advance of program start-up. Prior to roll-out, we distribute informational packets advising customers of the upcoming changes and providing them with contact



numbers. As described above, we also work with customers to ensure we provide the right carts for their needs and notify them in advance of replacement.

### **2.N.13. Coordinating Container Removal and Replacement**

GreenTeam will thoroughly vet customer lists during start-up, and collect customers' requests for various bin and cart sizes and types. GreenTeam will then coordinate with the previous hauler regarding removal and replacement of contractor-provided carts, bins, and compactors.

To prevent the possibility of a customer being left without a cart or bin, GreenTeam will deliver the new before the old have been removed.

### **2.N.14. Service Day Changes**

GreenTeam makes a strong effort to maintain service days as they have been under the previous service. But, as route efficiencies and other logistics are discovered, some changes are inevitable. If customers are to have a day change, GreenTeam will notify customers through the initial mail piece of their new service day. If a customer has a service day change and they continue to place their carts out on the old (wrong) day we will adhere labels to carts that indicate the customer's new service day.

### **2.N.15. Identifying Streets, Preventing Misses, and Resolving Misses**

When GreenTeam sets up routes, we take data coordinates and enter them into our mapping system—pinpointing them based on latitude and longitude. We start out by using the previous hauler's or municipality's existing data. We use routing software that helps identify different streets and can verify any address in any city. If there are misses, they are resolved as soon as possible—usually the same day.

### **2.N.16. Measurable Outcomes**

Our extensive experience in these types of transitions has given us a very solid base of knowledge in how to deal with the challenges that can arise. As a result, our outcome has predominantly been very successful in that we typically experience very low missed pickups as well as limited customer complaints during startup.

### **2.N.17. Initiation Problems and Solutions**

Please see the Executive Summary and Section 1.C. Service Initiation Experience, which describe problems, solutions, and prevention.

In our past experience, the greatest hindrance to excellent start-up has been incomplete or incorrect data provided by the previous hauler. We will conduct an audit shortly after the beginning of the contract to verify that the appropriate carts are placed with each customer.



Using what we have learned in previous transitions, we have had highly successful start-ups in California, including; the cities of San Jose, Saratoga, Campbell, and Monte Sereno; and Town of Los Gatos.

## 2.N.18. Handling Initial Influx of Customer Calls

During initial start-up, there is often an influx of calls as customers become familiar with new service dates, etc. We assess the number of calls and bring in highly experienced CSRs, as needed, to cover the influx of calls. We also bring in additional office staff, if needed. As needs fluctuate, additional CSRs may be brought in and as the volume of calls shows a trend of decreasing, we reduce the number of CSRs as appropriate.

## 2.O. Customer Convenience

This brief section has been added to specifically address this evaluation criterion.

GreenTeam's local office and customer service center is just 5 miles from the Milpitas City limits and operates within the hours required for the contract, making in-person service practical and convenient.

For customers who prefer web-based information, GreenTeam's website will be easy to use, up-to-date, and informative. A dedicated e-mail address tied to the local CSR team will be available to answer questions, address service concerns, etc.

### Technical Approach— Customer Convenience

- ✓ Customers will be availed a variety of convenient customer service options to fit their needs.



## 3. Technical Proposal for Alternative Services

For the alternative services listed below, provide a description of proposer’s approach to providing each required service, and each optional service at proposer discretion.

### 3.A. Single-Family Solid Waste Cart-Only System (Required)

Proposers are required to provide a “conventional” cart-only proposal, with choice of 32-gallon, 64-gallon and 96-gallon carts, addressing the services and issues discussed in Section 3.2.1 and in Table 3-1 of the RFP. Please provide the same information as detailed in Section 5.5.1.

RFP Section 5.5.1: Proposer shall describe how it plans to perform the collection services requested in the RFP and described in the Franchise Agreement. Specifically, information should separately address solid waste, recyclable materials, and organic materials collection for each single-family service, multi-family service, commercial service, and drop box and compactor service. Single-family solid waste service should address the current approach of collection from both customer-owned containers and contractor-provided carts.

If the proposed methodology or equipment relies on co-collection vehicles, split containers, or an uncommon method, proposer must provide the names of jurisdictions where the proposer is successfully using the equipment/method. Also, describe in detail how this collection technology will work, why it was chosen for the City, and how it will benefit and work in the City specifically.

Include at a minimum:

#### Technical Approach

- ✓ **Collection Approach.** Reasonableness and reliability of the proposed collection methods, technology, equipment, containers; productivity and operating assumptions (i.e., number of routes, route drivers, route hours, stops per route, and other operating statistics).

#### 3.A.1. Single-Family Solid Waste Service

##### 3.A.1.a. Single-Family Methodology

- Collection methodology;

The single-family solid waste collection methodology for the alternative proposal is similar to that described in Section 2.A.1.a. Single-Family Collection Methodology, the exception is in the vehicle used. As customers will no longer be placing their personal cans out for service, GreenTeam will be using a Labrie fully automated side loader

##### 3.A.1.b. Single-Family Equipment

- Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.);

Materials Type	Equipment or Vehicle Description (Type), Model	Manufacturer	Qty.	Cost (Ea.)	Capacity	Age (Yrs)
Solid Waste	Fully Automated Side Loader	Labrie	6	\$390k	40 CY	New



Materials Type	Equipment or Vehicle Description (Type), Model	Manufacturer	Qty.	Cost (Ea.)	Capacity	Age (Yrs)
Recyclable	Fully Automated Side Loader	Labrie	3	\$390k	40 CY	New
Organic	Fully Automated Side Loader	Labrie	2	\$390k	40 CY	New

### 3.A.1.c. Single-Family Carts and Bins

• *Cart and bin sizes, with numbers for proposed initial delivery of, and inventory for each;*

Materials Type	Size	Cart or Bin Description, Model	Manufacturer	Quantity	Cost (Ea.)
Solid Waste	32 Gallons	Cart	Cascade	8,745	\$40
	64 Gallons	Cart	Manufacturing	20	\$54
	96 Gallons	Cart		6,817	\$79
Recyclable	96 Gallons	Cart	Cascade Manufacturing	15,158	\$79
Organic	96 Gallons	Cart	Cascade Manufacturing	13,856	\$79

### 3.A.1.d. Single-Family Crew Size

• *Standard crew size;*

**Solid Waste.** 6

**Recyclable Materials.** 3

**Organic Materials.** 2

### 3.A.1.e. Single-Family Recyclable Materials

• *Recyclable materials to be included in the single-stream program.*

Acceptable materials are identical to those indicated in Section 2. A.1.e. Single-Family Recyclable Materials,

## 3.A.2. Multifamily Solid Waste Service

### 3.A.2.a. Multifamily Collection Methodology

• *Collection methodology;*

Multifamily solid waste collection methodology is identical to that described in Section 2.A.2.a.

Multifamily Collection Methodology.

### 3.A.2.b. Multifamily Equipment

• *Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.);*



Multifamily equipment is identical to that described in the base proposal (Section 2.A.2.b. Multifamily Equipment.)

### 3.A.2.c. Multifamily Carts and Bins

• *Cart and bin sizes, with numbers for proposed initial delivery of, and inventory for each;*

Materials Type	Size	Cart or Bin Description, Model	Manufacturer	Quantity	Cost (Ea.)
Solid Waste	32g	cart	Cascade Manufacturing (carts)	440	\$40
	64g	cart		5	\$54
	96g	cart		75	\$79
	1 CY	Bin	Classic Graphics (bin)	72	\$350
	2 CY	Bin		143	\$400
	3 CY	Bin		89	\$550
	4 CY	Bin		139	\$550
	6 CY	Bin		15	\$650
8 CY	Bin	31	\$700		
Recyclable	32g	cart	Cascade Manufacturing (carts)	276	\$40
	64g	cart		198	\$54
	96g	cart		63	\$79
	1 CY	Bin	Classic Graphics (bins)	72	\$350
	2 CY	Bin		143	\$400
	3 CY	Bin		89	\$550
	4 CY	Bin		139	\$550
	6 CY	Bin		15	\$650
8 CY	Bin	31	\$700		
Organic	96 g	cart	Cascade Manufacturing (cart)	950	\$79
	1 CY	Bin		72	\$350
	2 CY	Bin	Classic Graphics (bins)	143	\$400
	3 CY	Bin		89	\$550
	4 CY	Bin		139	\$550
	6 CY	Bin		15	\$650
	8 CY	Bin		31	\$700

### 3.A.2.d. Multifamily Crew Size

• *Standard crew size;*

The multifamily crew size is identical to that for the base proposal:

**Solid Waste.** 2

**Recyclable Materials.** 2

**Organic Materials.** 2 (split with commercial)



### 3.A.2.e. Multifamily Recyclable Materials

- *Recyclable materials to be included in the single-stream program.*

Acceptable recyclable materials are identical to those indicated in Section 2.A.1.e. Single-Family Recyclable Materials.

### 3.A.3. Commercial Service

#### 3.A.3.a. Commercial Methodology

- *Collection methodology;*

The commercial collection methodology is identical to that described in Section 2.A.3.a. Commercial Collection Methodology.

#### 3.A.3.b. Commercial Equipment

- *Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.);*

Materials Type	Equipment or Vehicle Description (Type), Model	Manufacturer	Qty.	Cost (Ea.)	Capacity	Age (Yrs)
Solid Waste	Front-end load compaction	Whitke	4	\$410,000	40 cy	new
Recyclable	Front-end load compaction	Whitke	2	\$410,000	40 cy	new
Organic	Front-end load compaction* this truck will collect MFD organics also	Whitke	2	\$410,000	40 cy	new

#### 3.A.3.c. Commercial Carts and Bins

- *Cart and bin sizes, with numbers for proposed initial delivery of, and inventory for each;*

Materials Type	Size	Cart or Bin Description, Model	Manufacturer	Quantity	Cost (Ea.)
Solid Waste	32g	Cart	Cascade Manufacturing (carts)	440	\$40
	64g	cart		4	\$54
	96g	cart		75	\$79
	1 CY	Bin	Classic Graphics (bins)	73	\$350
	2 CY	Bin		144	\$400
	3 CY	Bin		90	\$550
	4 CY	Bin		140	\$550
	6 CY	Bin		16	\$650
8 CY	Bin	32	\$700		
Recyclable	32g	Cart	Cascade Manufacturing (carts)	277	\$40
	64g	cart		198	\$54
	96g	cart		63	\$79
	1 CY	Bin		73	\$350



Materials Type	Size	Cart or Bin Description, Model	Manufacturer	Quantity	Cost (Ea.)
	2 CY	Bin	Classic Graphics (bins)	144	\$400
	3 CY	Bin		90	\$550
	4 CY	Bin		140	\$550
	6 CY	Bin		16	\$650
	8 CY	Bin		32	\$700
Organic	1 CY	Bin	Classic Graphics	73	\$350
	2 CY	Bin		144	\$400
	3 CY	Bin		90	\$550
	4 CY	Bin		140	\$550
	6 CY	Bin		16	\$650
	8 CY	Bin		32	\$700

### 3.A.3.d. Commercial Crew Size

- *Standard crew size;*

**Solid Waste.** 4

**Recyclable Materials.** 2

**Organic Materials.** 2

### 3.A.3.e. Commercial Recyclable Materials

- *Recyclable materials to be included in the single-stream program.*

Acceptable recyclable materials are identical to those indicated in Section 2.A.1.e. Single-Family Recyclable Materials.

## 3.A.4. Drop Box and Compactor Service

### 3.A.4.a. Drop Box and Compactor Methodology

- *Collection methodology;*

Drop box and compactor collection methodology is identical to that described in the base proposal, Section 2.A.4.a. Drop Box and Compactor Methodology.

### 3.A.4.b. Drop Box and Compactor Equipment

- *Equipment to be utilized (e.g., equipment/vehicle description, number, types, cost, capacity, age, etc.);*

Materials Type	Equipment or Vehicle Description (Type), Model	Manufacturer	Qty.	Cost (Ea.)	Capacity	Age (Yrs)
Solid Waste	Roll off truck, CNG	Peterbilt	2	\$308	Per bin	new



Materials Type	Equipment or Vehicle Description (Type), Model	Manufacturer	Qty.	Cost (Ea.)	Capacity	Age (Yrs)
Recyclable	Roll off truck, CNG	Peterbilt	2	\$308	Per bin	new
Organic	Roll off truck, CNG	Peterbilt	1	\$308	Per bin	new

### 3.A.4.c. Drop Box and Compactor Crew Size

- *Standard crew size;*

### Solid Waste. 2

### Recyclable Materials. 2

### Organic Materials. 1

### 3.A.4.e. Drop Box and Compactor Containers

- *Number, types, sizes, and manufacturer’s specifications of containers to be utilized; and*

Containers are identical to that described in the base proposal, Section 2.A.4.e. Drop Box and Compactor Containers

### 3.A.4.f. Drop Box and Compactor Recyclable Materials

- *Recyclable materials to be included in the single-stream program.*

Acceptable materials are identical to those indicated in Section 2.A.4.f. Drop Box and Compactor Recyclable Materials.

### 3.A.5. Cart Rental

*Proposers should also address the cart rental issue described in Section 3.2.2.A of the RFP.*

*RFP Section 3.2.2.A: With continuation of the current combined system of customer-owned containers and contractor provided carts, proposers should suggest options to allow customers to effectively purchase rather than rent carts. For instance, one option would be a cart “rental” fee that is based on amortizing the cost of the cart over ten years, coupled with contractor ability to deliver used carts after the initial roll-out and possibly to charge a service change fee should a cart customer decide to switch to use of their own container.*

GreenTeam will offer rent-a-bins and carts for purchase. Please see the cost proposal for additional detail.

## 3.B. Single-Family Food Scraps with Yard Trimmings (Required)

*Proposers are required to provide a proposal to collect single-family food scraps and food-contaminated paper with yard trimmings. Proposers should address in detail how the program will be designed and implemented including, but not limited to: the specific materials to be collected; provision of indoor pails; requirements for customer use of bags; collection method, vehicle type, labor requirements and routing if varied from the base proposal for yard trimmings; estimated*



*participation, average set-out weights, and annual tonnages, and; the role of outreach and efforts to maximize participation.*

### **3.B.1. Materials to Be Collected**

Materials to be collected include

#### **Yard Trimmings**

- green waste, pruning and landscape waste
- grass clippings,
- weeds,
- flowers
- leaves
- branches (not exceeding 2' in length and 6" in diameter)

#### **Food Waste**

- fruits and vegetables
- bread and pasta
- meat bones and eggs
- dairy
- coffee grounds
- nuts
- food-soiled paper
- napkins and paper towels
- coffee filters and tea bags
- take-out paper bags

### **3.B.2. Provision of Indoor Pails**

Indoor food waste pails will be delivered with the carts, prior to service to customers who request them.

### **3.B.3. Requirements for Customer Use of Bags**

GreenTeam has no requirements pertaining to customers' use of bags.

### **3.B.4. Collection Method**

Yard trimmings carts will be used for food waste and yard waste.



Single-family residential food waste service will be offered five days per week (one day per week per customer). Please Section 2.A. Solid Waste Collection for discussion addressing collection methodology and service specifications. Acceptable materials for collection will be jointly determined between GreenTeam and City representatives.

GreenTeam anticipates that customers may be slower to adapt food waste services, but that making it as convenient as possible can divert up to 30% of garbage volumes. We will service food waste customers using an existing fully automated Labrie side loader.

### 3.B.5. Vehicle Type

Single family organics vehicle type is identical to that described in the base proposal (Section 2.A.1.b. Single-Family Equipment).

### 3.B.6. Labor Requirements and Routing

Labor and routing is identical to that described in the base proposal.

### 3.B.7. Estimated Participation, Average Set-Out Weights, and Annual Tonnages

GreenTeam estimates that 55% of the approximately 13,650 residential customers will participate and anticipates average set out weights will be 38 pounds per house per week with 7,698 annual tons.

### 3.B.8. Role of Outreach and Efforts to Maximize Participation

Numerous forms of outreach will be employed to maximize participation in the new and exciting food waste recycling program. The initial mailer to all residents will highlight and explain the residential food waste recycling program. Information on how to properly participate in the food waste program will be included in the how to guide. Residential newsletters will feature articles on the food waste program and the website will devote a section to it as well. Outreach staff will promote the food waste program during events and presentations.

### 3.B.9. Food Waste Processing Facility

Residential food waste will be processed at GreenWaste Recovery, 625 Charles Street, San Jose, California, 95112. GreenWaste Recovery will preprocess the food waste at the Charles Street facility before transferring to Z-Best, 980 HWY 25, Gilroy, California, 95020.

## 3.C. Multi-Family Yard Trimmings Collection as Mandated by AB 1826—Post-2017 (Required)

*Proposers are required to specify how they will provide the services described in Section 3.2.3C, including but not limited to: collection method, vehicle type, labor requirements and routing compared to the base collection proposal; estimated number of multi-family complexes covered by the requirements; estimated participation, average set-out weights, and annual tonnages; meeting State*



reporting requirements, and; the role of outreach and efforts to ensure compliance. As discussed in Section 5.9, the cost forms request separate pricing for the 2019 and 2020 requirements. The intent is that the 2019 requirements will be part of the initial service package included with the final Franchise Agreement, while the 2020 requirements will be added later as needed based on escalated pricing included in the Franchise Agreement.

#### *3.2.3C: Multi-Family Yard Trimmings Collection Mandated by AB 1826 – Post 2017 (Required)*

*AB 1826 provides that beginning January 1, 2019, generators of four cubic yards or more of solid waste per week must divert yard trimmings. AB 1826 also provides that beginning January 1, 2020, generators of two cubic yards or more of solid waste per week must divert yard trimmings. However, the 2020 requirement is contingent on a State finding that the level of organics disposal has decreased by less than fifty percent compared to 2014 levels.*

*Proposers should assume provision of multi-family yard trimmings collection service with a minimum level of 96 gallons of organic material capacity per week to each complex and to collect yard trimmings from one to six days per week upon customer request using carts and bins, and drop boxes. Multi-family customers with landscaping services that process yard trimmings for recovery pursuant to AB 1826 will not be required to subscribe to collection service through the franchise.*

### **3.C.1. Collection Method**

Collection method is exactly the same as the base services Section 2.1.3.

### **3.C.2. Vehicle Type**

Vehicle type is exactly the same as the base services section 2.A.

### **3.C.3. Labor Requirements and Routing**

Labor requirements and routing are exactly the same as the base services section 2.A.

### **3.C.4. Estimated Number of Multi-Family Complexes Covered**

Based on the RFP, 1,000 multifamily accounts will be provided yard trimmings collection, each customer will have a minimum of one 95 gallon cart.

### **3.C.5. Estimated Participation**

GreenTeam estimates that 55% of multifamily customers will participate.

### **3.C.6. Average Set-Out Weights**

GreenTeam estimates that average set-out weights will be 139 pounds per pickup per week.

### **3.C.7. Annual Tonnages**

GreenTeam estimates 4,018 annual tons.



### 3.C.8. Meeting State Reporting Requirements

GreenTeam is familiar with the reporting requirements of AB1826 and will provide all required data to the City or the State directly if requested by the City.

### 3.C.9. Role of Outreach and Efforts to Ensure Compliance

Outreach is the first component of achieving compliance with AB 1826. GreenTeam's outreach department will provide education to all multifamily customers to create awareness of the regulation and then we will notify those customers that fall within the parameters of the requirement to subscribe to the organics recycling program with GreenTeam.

## 3.D. Commercial Yard Trimmings and Food Scraps Collection as Mandated by AB 1826 – Post 2017 (Required)

*Proposers are required to specify how they will provide the services described in Section 3.2.3C, including but not limited to: collection method, vehicle type, labor requirements and routing compared to the base collection proposal; estimated number of multi-family complexes covered by the requirements; estimated participation, average set-out weights, and annual tonnages; meeting State reporting requirements, and; the role of outreach and efforts to ensure compliance. As discussed in Section 5.9, the cost forms request separate pricing for the 2019 and 2020 requirements. The intent is that the 2019 requirements will be part of the initial service package included with the final Franchise Agreement, while the 2020 requirements will be added later as needed based on escalated pricing included in the Franchise Agreement.*

### 3.2.3C: Multi-Family Yard Trimmings Collection Mandated by AB 1826 – Post 2017 (Required)

*AB 1826 provides that beginning January 1, 2019, generators of four cubic yards or more of solid waste per week must divert yard trimmings. AB 1826 also provides that beginning January 1, 2020, generators of two cubic yards or more of solid waste per week must divert yard trimmings. However, the 2020 requirement is contingent on a State finding that the level of organics disposal has decreased by less than fifty percent compared to 2014 levels.*

*Proposers should assume provision of multi-family yard trimmings collection service with a minimum level of 96 gallons of organic material capacity per week to each complex and to collect yard trimmings from one to six days per week upon customer request using carts and bins, and drop boxes. Multi-family customers with landscaping services that process yard trimmings for recovery pursuant to AB 1826 will not be required to subscribe to collection service through the franchise.*

### 3.D.1. Collection Method

Collection method is exactly the same as the base services section 2.I.3.

### 3.D.2. Vehicle Type

Vehicle type is exactly the same as the base services proposal 2.A.3

### 3.D.3. Labor Requirements and Routing

Labor requirements and routing are exactly the same as the base services section 2.A.



### 3.D.4. Estimated Number of Commercial Businesses Covered

GreenTeam estimates 224 businesses will be covered.

### 3.D.5. Estimated Participation

GreenTeam estimates 55% of commercial customers will participate.

### 3.D.6. Average Set-Out Weights

GreenTeam estimates 139 pounds per pickup per week.

### 3.D.7. Annual Tonnages

GreenTeam estimates 4019 annual tons.

### 3.D.8. Meeting State Reporting Requirements

GreenTeam is familiar with the reporting requirements of AB1826 and will provide all required data to the City or the State directly if requested by the City.

### 3.D.9. Role of Outreach and Efforts to Ensure Compliance

Outreach is the first component of achieving compliance with AB 1826. GreenTeam's outreach department will provide education to all multifamily customers to create awareness of the regulation and then we will notify those customers that fall within the parameters of the requirement to subscribe to the organics recycling program with GreenTeam.

## 3.E. Temporary Debris Box Service (Required)

*Proposers are required to specify how they will provide the services described in Section 3.2.3C, including but not limited to: collection method, vehicle type, labor requirements and routing compared to the base collection proposal; estimated number of multi-family complexes covered by the requirements; estimated participation, average set-out weights, and annual tonnages; meeting State reporting requirements, and; the role of outreach and efforts to ensure compliance. As discussed in Section 5.9, the cost forms request separate pricing for the 2019 and 2020 requirements. The intent is that the 2019 requirements will be part of the initial service package included with the final Franchise Agreement, while the 2020 requirements will be added later as needed based on escalated pricing included in the Franchise Agreement.*

#### *3.2.3C: Multi-Family Yard Trimmings Collection Mandated by AB 1826 – Post 2017 (Required)*

*AB 1826 provides that beginning January 1, 2019, generators of four cubic yards or more of solid waste per week must divert yard trimmings. AB 1826 also provides that beginning January 1, 2020, generators of two cubic yards or more of solid waste per week must divert yard trimmings. However, the 2020 requirement is contingent on a State finding that the level of organics disposal has decreased by less than fifty percent compared to 2014 levels.*

*Proposers should assume provision of multi-family yard trimmings collection service with a minimum level of 96 gallons of organic material capacity per week to each complex and to collect yard trimmings from one to six days per week upon customer request using carts and bins, and drop*



*boxes. Multi-family customers with landscaping services that process yard trimmings for recovery pursuant to AB 1826 will not be required to subscribe to collection service through the franchise.*

### **3.E.1. Collection Method**

While our proposal does not reflect franchising of debris boxes, GreenTeam prefers that franchising of debris boxes takes place in consideration of City fees and diversion. We recommend the City seriously consider this. Temporary debris box methodology for the alternative proposal is identical to that described in Section 2.A.4.

### **3.E.2. Vehicle Type**

Vehicle types for temporary debris boxes for the alternative proposal is identical to that described in Section 2.A.

### **3.E.3. Labor Requirements and Routing**

Labor requirement and routing for the alternative proposal is identical to that described in Section 2.A.4.

### **3.E.4. Estimated Number of Multifamily Complexes Covered**

GreenTeam estimates 100 multifamily complexes will be covered.

### **3.E.5. Estimated Participation**

GreenTeam estimates 50% of multifamily complexes will participate.

### **3.E.6. Average Set-Out Weights**

GreenTeam estimates 5 tons per pickup.

### **3.E.7. Annual Tonnages**

GreenTeam estimates 5,200 annual tons.

### **3.E.8. Meeting State Reporting Requirements**

GreenTeam is familiar with the reporting requirements of AB1826 and will provide all required data to the City or the State directly, if requested by the City.

### **3.E.9. Role of Outreach and Efforts to Ensure Compliance**

Outreach is the first component of achieving compliance with AB 1826. GreenTeam's outreach department will provide education to all multifamily customers to create awareness of the regulation and then we will notify those customers that fall within the parameters of the requirement to subscribe to the organics recycling program with GreenTeam.



### 3.F. Other Service Enhancements and Innovations (Optional)

GreenTeam is not proposing other service enhancements at this time.

### 3.G. Customer Convenience

This brief section has been added to specifically address this evaluation criterion.

As with the base proposal, GreenTeam's local office and customer service center is just 5 miles from the Milpitas City limits and operates within the hours required for the contract, making in-person service practical and convenient. For customers who prefer web-based information, GreenTeam's website will be easy to use, up-to-date, and informative. A dedicated e-mail address tied to the local CSR team will be available to answer questions, address service concerns, etc.

Customer education and program convenience for programs provided to municipalities such as San Jose, similar to the alternative services proposed herein, have resulted in substantially increased diversion rates.

#### Technical Approach

- ✓ **Customer Convenience.** Relative degree to which proposed services provide for customer convenience.





## 4. Environmental Considerations (Optional)

*At proposer's option, proposer may identify environmental enhancements it can incorporate into its operations and/or describe its company's environmental policies that support the City's goals and objectives related to:*

- *Minimizing environmental impacts (e.g., air, water, depletion of natural resources) associated with collection, transfer, and processing services;*
- *Encouraging the highest and best use of recycled materials; and,*
- *Supporting, where practical, local and regional end markets for recyclables.*

*Examples of environmental enhancements, aside from alternative fuels, include:*

- *Obtaining certification as a "Green Business" through the Bay Area Green Business Program;*
- *Incorporating green building best practices and standards into facilities used by proposer;*
- *Adopting environmentally preferable purchasing policies for the company's operations; and,*
- *Achieving certification to national or international standards (e.g., ISO certification for environmental or quality management).*

*The above examples are intended as guidance for what may be considered environmental enhancements. Proposer is not obligated to address any of these elements.*

### Green Business Certification

*Obtaining certification as a "Green Business" through the Bay Area Green Business Program;*

GreenTeam is currently in the application process for certification as a Green Business through the Bay Area Green Business Program and will be approved before initiation of the Milpitas contract.

### Green Building Best Practices

*Incorporating green building best practices and standards into facilities used by proposer;*

Waste Connections of California Inc. has two U.S. Green Building Council Leadership in Energy and Environmental Design Accredited Professionals (LEED APs) on staff who design our facilities using sustainable materials with a focus on energy efficiency and water conservation.



## Company Climate Action Plan

WCI is highly focused on ways to minimize impacts on climate through its overall sustainability initiatives. Please see **Appendix I—WCI Sustainability Initiatives** for information on the broad spectrum of efforts the company is making.

As part of GreenTeam's goals to minimize air quality and climate impacts, it has replaced 81 diesel trucks with CNG trucks since 2014.

Our plan is to utilize new CNG trucks for the City of Milpitas contract.

GreenTeam has over \$1,200,000 in its shop maintenance facility to accommodate clean burning fuel trucks and has already invested over \$1,300,000 in an on-site CNG fueling station, which is now operational. The City is in a unique position to leverage the significant investment in industry-leading technology without additional financial burden to its rate payers.





## 5. Acceptance of RFP and Franchise Agreement

As demonstrated by the qualifications described within this proposal, GreenTeam brings extensive experience with solid waste, recyclables and organics collection, processing and disposal. We have brought this experience to our review of the proposed contract. We offer the following items as suggested alternatives or improvements to the Milpitas Draft Collection Agreement.

We recognize that expressing “intention” is sometimes problematic when attempting to draft contract language. We also understand that flexibility may not be conveyed on paper, when it will exist in practice.

This list of modifications is not offered as a set of absolutes, but rather as suggested changes. It is merely somewhere to begin our discussion. We look forward to your consideration and stand ready to work through each of these comments contained in **Appendix J—Proposed Contract Modifications**. Appendix I includes

- Modifications to Franchise Agreement,
- Exhibit A. Definitions,
- Exhibit B. Public Outreach,
- Exhibit C. Reporting Documents,
- Exhibit D.1. Index Rate Adjustment Methodology,
- Exhibit D.2. Cost-Based Rate Adjustment Methodology, and
- Exhibit E. List of City Facilities and Containers.

### Acceptance of RFP and Franchise Terms—Number and Nature

- ✓ **GreenTeam’s proposed modifications have been kept to those that have the greatest likelihood to benefit the City by anticipating potential issues and fostering a spirit of cooperation.**

### Acceptance of RFP and Franchise Terms—Likelihood of Prompt and Successful Negotiations

- ✓ **GreenTeam’s cooperative approach will support prompt and successful negotiations and changes to and finalize the Franchise Agreement.**

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## 6. Cost Proposal

### 6.A. Base Cost Proposal

GreenTeam has completed the base cost proposal forms, as directed. Please see the following pages containing the completed forms.

### 6.B. Cost Proposal for Alternative Services

GreenTeam has completed the alternative services cost proposal forms, as directed. Please see the **Appendix K—Cost Proposal Forms**, which contains the completed forms.

#### Cost Proposal-- Reasonableness

- ✓ GreenTeam has provided thorough, accurate, and consistent proposals for base and alternative services that is both realistic and reasonable.

#### Cost Proposal-- Competitiveness

- ✓ GreenTeam has endeavored to propose costs that are both competitive and support minimizing customer rate increases over the term of the contract.

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## 7. Other Proposal Forms

Please see the following pages for the completed forms required for this proposal.



## 7.A. Secretary's Certificate

### ATTACHMENT 5: SECRETARY'S CERTIFICATE

---

I, Patrick J. Shea, certify that I am the secretary  
Name  
of the corporation named herein; that Paul Nelson who signed this  
Name  
Proposal on behalf of the corporation, was then Division Vice President of  
Title  
said corporation; that said Proposal is within the scope of its corporate powers and was duly signed for  
and on behalf of said corporation by authority of its governing body, as evidenced by the attached true  
Written Consent of the Sole Director of Waste Connections of California, Inc.  
and correct copy of the \_\_\_\_\_  
Name of Corporate Document

By:   
Name: Patrick J. Shea  
Title: Secretary  
Date: October 19, 2015



## 7.C. Iran Contracting Certification

### ATTACHMENT 7: IRAN CONTRACTING CERTIFICATION

---

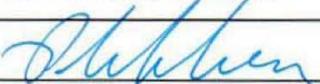
Pursuant to Public Contract Code Section 2200 et seq., (“Iran Contracting Act of 2010”), Contractor certifies that:

- (1) Contractor is not identified on the list created by the California Department of General Services (“DGS”) pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Contractor is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for forty-five (45) Days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, “Person” shall mean a “Person” as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to this Certification, which is made under the laws of the State of California.

**Waste Connections of California, Inc.** \_\_\_\_\_ (“Contractor”)

By:  (Signature)

Name: **Patrick J. Shea** \_\_\_\_\_ (Printed Name)

Title: **Senior Vice President – General Counsel** \_\_\_\_\_

Date: **October 19, 2015** \_\_\_\_\_

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## Additional Information

### Equal Employment Opportunity

As a subsidiary of Waste Connections, Inc. (WCI), GreenTeam of San Jose (GreenTeam) is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. WCI policy prohibits unlawful discrimination based on sex, race, color, creed, gender, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful. Where federal, state, or local laws differ, the law that provides the most protection to the employee will prevail.

WCI is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of WCI and prohibits unlawful discrimination by any employee of WCI, including supervisors and coworkers.

For additional information of WCI's EEO Plan, please see Appendix C—Employee Policies; Employee Handbook.

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## Appendix A—ReCollect Case Study: Vancouver, Washington

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## CASE STUDY | Clark County

What if you could go to any website your county's, your city's or your hauler's and still get the right waste collection schedule for your home, updated in near-real time? That's the question that a group of waste-management partners in Washington State including Clark County, hauler company Waste Connections and the City of Vancouver, Washington set out to answer using ReCollect.

Waste collection in the region is extremely personalized, and customers couldn't rely on looking at their neighbors to know when to set out their bins. Nina Kolafa, the Office Manager for Waste Connections, describes the kind of complex schedules they manage: "We have quite a number of different service options available to our customers, and the different service levels do vary by jurisdiction as well. For example, City of Vancouver has every other week recycling and yard debris, whereas the county area has weekly recycling and every other week yard debris. Because the schedules are all very different and of course depend upon what our customers want it makes scheduling very complicated."



"There is also the challenge that if a resident forgets a week on an every other week schedule...it's like they're going four weeks without pickup," adds Rich McConaghy, Environmental Resources Division Manager, City of Vancouver, Public Works Department. "So we thought that an online reminder would be good for folks."



Anytime we could get information to a website where customers have another way of getting their questions answered, it helps everybody.

“As with any kind of service, people want it to be the most convenient that it can be, and they don’t really want to think about it too much, they just want it to happen,” concludes Anita Largent, the Sustainability and Outreach Manager for Clark County Environmental Services. “Unfortunately, with garbage, yard waste and recycling collection...if they don’t get it to the curb, it’s not going to happen. Making people aware of the day their service is provided is critical.”

But before these partners teamed up to use ReCollect, there was no straightforward way to show people what their service schedules were online. “Everything was done by hard copy,” explains Nina Kolafa, “And if someone wanted to change their service, we would send them a new calendar...so we were sending a lot of calendars. Before we used ReCollect we didn’t have an electronic way to get this information to our customers.”

An online solution was also key to improving customer service, says Tanya Gray, Solid Waste Analyst with the City of Vancouver: “We were hoping for more efficiency and a more user-friendly interface, so that (customers) could get information about their collection day easily without having to call the hauler... anytime we could get that information to a website where customers have another way of getting their questions answered, it helps everybody: it helps reduce waiting time, it helps reduce frustration, and helps the call center manage their loads more efficiently.”

Finding a multi-jurisdictional solution was a priority for the partners, both because it made financial sense, and because it encouraged better waste management. Tanya Gray explains: “Coordinating educational messages across all partners and getting that information out to a large base of customers can be challenging and it takes a bit of time, but we’re pleased with how the regional system operates because generally everyone’s at the table communicating really well.”

At first, the teams looked into building a tool in-house. “We did work with our GIS folks who are fabulous,” explains Tanya, “But we felt like, after they put a package together of what they could produce for us...it still kind of had more of a feel of ‘Here’s your GIS parcel...and another line item of data on it.’ We wanted something much more specialized.” When they found ReCollect “That was exactly what we wanted,” says Tanya. “The tool is simple and elegant, you put in your address and it says ‘here’s your recycling day’ and that’s all we wanted we didn’t want people to have to click four or five times to get to the right area.”

Once they decided to try ReCollect, the partners were able to divert some of the budget they’d previously used on paper communications so that multiple jurisdictions could benefit from the online tool. “When we decided to do this,” Rich McConaghy says, “we had been doing work with our partners so we had consistent messaging and outreach for our programs. We had done a guide that had been in the Yellow Pages in the past called the Brown Pages it was a 12 page insert that had all the information about our transfer stations and requirements for curbside sorting and all that...But fewer people were getting the phone books and we thought we should shift to technology people are using. So for ReCollect, we basically took the partnership, which was four different organizations the hauler, the processor, the county and the city to shift that funding in support of ReCollect.”

By doing this, everybody won: the hauler didn’t have to pull focus from their project load to try to develop an online tool, and the other partners benefited from being able to offer their residents a ready-to-go solution. “That’s another reason ReCollect has been really great for us,” says Nina.

Setting ReCollect up was straightforward, remembers Rich. “ReCollect worked with the hauler and got all their data, and then worked behind the scenes to make sure that the data (was correct). The hauler tested it, our partners tested it...it seemed to go very smoothly. ReCollect let us check out sign-ups as





they occurred and we were able to see them mounting every day. You could almost watch the little dial spin around as we checked our statistics on the dashboard.”

Then, once ReCollect was up and running, the partners made sure the ReCollect widget was available on each partners’ website, so that no matter where customers went for information, they were able to get near real-time information about their schedules without the hassle of being diverted to a third party website. And, because the data was complex and ever-changing depending on customers’ wishes, the ReCollect team created a secure nightly connector that updates the calendars using current data from Waste Connections. Now, if a customer calls in a change to their yard service, they’ll be able to sign up for reminders and see their updated calendar within 24 hours. No more waiting for the mail, and no more decoding color-coded calendars.

The consistency they’ve achieved with this multijurisdictional approach is important, says Anita Largent, “We’ve prided ourselves in being good partners. A lot of our education and promotion is done regionally in trying to keep the system consistent in terms of what’s collected and how it’s collected. (ReCollect being available on multiple websites) is an extension of that, and I think it’s a good example of how we do have a partnership with all of those jurisdictions.”

The future looks bright for this partnership. As other cities try to encourage waste reduction by shifting to expensive pay-asyouthrow systems which use RFIDtagged bins to measure waste and charge customers accordingly the partners in Southwest Washington State appear to be reaping the same benefits for a much lower cost. “It’s called a linear rate schedule or a rating system,” explains Anita, “Which basically means first of all, you have the option of signing up for different levels of service, and then the pricing encourages residents to not have a lot of waste.” When this approach is combined with reminder tools like ReCollect, residents understand their schedules and services and put their carts out on time, and waste collection gets much more efficient for the whole region. And that’s good news for everyone.

## WHY USE RECOLLECT?

### It’s easy for all stakeholders to use

“(ReCollect is) a good portal for easy access to other info so, once you’ve got the calendar up and you’ve confirmed it’s recycling week, you can click and get the little reminder about what goes in the recycling. And that’s been good. Having the widget available on so many different sites with our multi-agency logo on it...that’s helped us out because we’re always saying that we want this to be a regional program, and I really like the way that turned out: it looks like a regional program.”

*Tanya Gray, City of Vancouver, WA*

“It went really smoothly. We had some decision points to make along the way, but (the ReCollect team)...seemed to be able to work through the problems, especially with the databases and the uploads and all of that. So I guess my words to anyone who’s thinking about participating or signing up for the system are: I think it worked great! Everything seemed to go smoothly: we got the little widget, and we put it on the website and...that was kind of my role, so I was pretty happy. That was very easy!”

*Anita Largent, Clark County*

The screenshot shows a web interface titled "Collection Schedules and Reminders" with a "Need help?" link. Below the title is a text input field labeled "Please enter your home address:" and a blue "Search" button. An example address is provided below the input field: "Example: 2502 Northeast 49th Street, Vancouver, Washington".

### Find the same schedule information on all pages

#### City page

[www.cityofvancouver.us/publicworks/page/garbagerecycling](http://www.cityofvancouver.us/publicworks/page/garbagerecycling)

#### County page

[www.co.clark.wa.us/recycle/disposal/residential.html](http://www.co.clark.wa.us/recycle/disposal/residential.html)

#### Hauler page

[www.wcnorthwest.com](http://www.wcnorthwest.com)

## WHY THE PARTNERS RECOMMEND RECOLLECT

### It's convenient for customers

"Working internally we felt like it would take a long time (to build the tool we wanted) and we felt like (with ReCollect) that whatever you needed: instantly, it was there. Whatever you needed was right there after you put in your address, rather than having to drill down through a GIS database."

*Tanya Gray, City of Vancouver, WA*

"I've been asked by other districts, other waste collection companies, what our experience has been and I like that we can just put (the widget) right on our website, and it's available immediately to the customer it's just so simple and easy. I know that a lot of the customer service folks here use it a lot to check things out and the timeliness (of being able to pull things up the next day) has been really, really helpful."

*Nina Kolafa, Waste Connections*

### ReCollect's team is responsive

"The ReCollect team is really oriented towards the customer how to make things easy and oriented to the customer and you can't go wrong with the that approach. And they're really good about understanding data."

*Rich McConaghy, City of Vancouver, WA*

"We really enjoyed the experience of working with ReCollect we found them responsive and easy to work with...The ReCollect people are so interested in knowing what's the next step, what can they do for you to make their product better and I really appreciate that. I just think it shows that they're committed to what they've got going on and they're committed to continuing to improve, which is something that we embrace as an organization here. We always want to see what we can do better for our customers so I just kind of appreciate that approach."

*Nina Kolafa, Waste Connections*

#### About ReCollect

ReCollect Systems is a technology company specializing in digital solutions for the waste management sector.

With a focus on meeting and surpassing the expectations of residents, ReCollect has the proven experience to deliver digital products that also meet the needs of waste managers, communicators, IT specialists and governmental officials.

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Appendix B—Articles of Agreement Between  
Waste Connections of California, Inc.,  
dba Green Team of San Jose, and  
Sanitary Truck Drivers and Helpers, Local 350,  
IBT, July 1, 2014–June 30, 2017

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**Articles of Agreement**

**Between**

**Waste Connections of California, Inc. dba  
GreenTeam of San Jose**

**And**

**Sanitary Truck Drivers and Helpers  
Local 350, IBT**

**July 1, 2014 Through June 30, 2017**

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## **GARBAGE SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into this 23rd day of September, 2014, by and between **SANITARY DRIVERS AND HELPERS UNION, LOCAL 350**, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the **"UNION,"** and **WASTE CONNECTIONS OF CALIFORNIA, INC. dba GREENTEAM OF SAN JOSE** hereinafter referred to as the **"EMPLOYER"** and/or **"COMPANY."**

### **WITNESSETH:**

The parties hereto, acting by their duly authorized agents, in the interest of establishing friendly relations to the mutual benefit of all parties, hereby and herein agree to the following:

### **ARTICLE 1**

#### **RECOGNITION**

The Employer recognizes the Union as the sole collective bargaining representative for all employees of the Employer working in the classifications hereinafter set forth, except and excluding office clericals, guards, and supervisors of said Company as defined in the National Labor Relations Act.

### **ARTICLE 2**

#### **UNION SECURITY AND CHECK OFF**

It shall be a condition of employment that all employees covered by this Agreement shall apply for membership in the Union on or after the thirty-first (31<sup>st</sup>) day following the beginning of their employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment, shall maintain their membership in the Union in good standing. A member in good standing shall mean any member who pays or tenders payment of regular initiation fees and dues to the Union. Written evidence of loss of good standing will be submitted by the Union to the Employer before severance is made from the payroll.

The Employer agrees to make deductions from employees' wages for Union membership dues (including any past dues owed but unpaid) and assessments only on the following basis:

1. The Union must present the Paymaster with a legal written authorization dated and signed by the employee. Such authorization must be in the form shown on Exhibit "A" attached to this Agreement and by reference made a part hereof.
2. The Union agrees to furnish to the Employer written notice of the amount to be deducted for dues and of the identity of the Union official authorized to receive such deduction.
3. The deduction will be made once each month on the first payroll in the month. If the employee does not receive a pay check on that day for any reason, the Employer's obligation is discharged insofar as the deduction for that month is concerned.
4. The Employer's obligation in this Article ceases any time he does not have signed acknowledgment of ninety percent (90%) of the employees.
5. The Union shall save the Employer harmless from any claims, demands, or other proceedings in connection with the deductions or any action taken hereunder and the Union shall be responsible for the adjustment of any claims by the employee involved.

### **ARTICLE 3**

#### **HEALTH AND WELFARE**

If an employee is off work due to illness or injury or on state disability, any benefit, except health and welfare insurance, due him or her under the Agreement shall be paid for a maximum of six (6) months. Health and welfare benefits shall continue for a maximum of twenty-four (24) months. Any employee being paid under workers' compensation laws is not subject to these limitations. An employee who is off work due to a workers' compensation illness or injury shall be entitled to have benefits paid for up to twelve (12) months; and he shall be entitled to Health & Welfare benefits for a maximum of twenty-four (24) months. (Employees who – as of date of ratification – are currently on Workers' Compensation and have been or will be receiving health and welfare contributions/benefits in excess of twenty-four (24) months shall be allowed to continue their Employer-paid health and welfare coverage and benefits through March 31, 2016.) Labor Agreement benefits to employees being paid under workers' compensation laws shall terminate at the conclusion of the workers' compensation proceeding subject to the provisions above. No employee shall suffer a reduction from his or her hourly wage by the implementation of this Agreement. However, the Maintenance of Benefits caps in Sections 9 and 10 shall apply.

**Section 1. Health Plan:** The Employer shall provide Teamsters Benefit Trust fund (Plan 1). Cost of the Plan, currently is \$1,953.00 per month per employee. In order to provide all eligible employees with a comprehensive health plan, the Employer agrees to maintain and continue group health coverage under the Teamsters Benefit Trust (Plan 1) in effect January 1, 2014. The Employer shall provide this Plan for the duration of the collective bargaining agreement.

The above plan shall provide the following benefits.

**Section 2. Vision Care:** The Plan (1) shall include a Vision Care Plan for all eligible employees and their dependents.

**Section 3. Income Protection:** The Plan (1) shall provide a weekly Disability Coverage Plan for all eligible employees in accordance with the Teamster's Benefit trust (Plan 1) in effect January 1, 2013. This Plan, combined with the Supplemental Disability Plan DI-1, will entitle employees to a payment in the amount of \$80.00 per week for the maximum period of twenty-six (26) weeks. The cost for the additional increase is \$9.80 per month per employee (Supplemental Disability Plan DI-1).

**Section 4. Orthodontic Care:** The Plan (1) shall provide Orthodontic Care for all eligible employees and their dependents.

**Section 5. Additional Dental Benefits:** The Plan (1) shall provide dental benefits under the Teamster's Benefit Trust in effect January 1, 2013, for eligible employees and their dependants, which benefits are the level of 90% of usual, reasonable and customary dental charges.

**Section 6. Eligible Employee:** An eligible employee is one who has completed his probation period and receives compensation for eighty (80) or more hours during any month he is employed by the Employer. The Employer will pay into the Health and Welfare Trust Fund the premium for each employee for any such month commencing on the tenth (10<sup>th</sup>) day of the month following the effective date of this Agreement.

**Section 7. Health and Welfare Contributions:** Contributions for each eligible employee shall be paid by the Company on the tenth (10<sup>th</sup>) day of the month for the preceding month.

**Section 8. Maintenance of Benefits:** Notwithstanding the foregoing specified amounts, the Employer shall pay the premiums set by Trustees of the Trust Fund to maintain the benefits provided under Teamster's Benefits Trust Fund (Plan 1) subject to the limitations set forth in Section 10 below.

**Section 9. Retirement Security Plan:** In addition to maintaining Teamsters Benefit Trust Health and Welfare Plan 1 in effect, as provided above, the Employer shall also make such contributions subject to the procedures stated below, as are necessary to implement the Trust Fund's Retirement Security (RSP) Plan, which provides for Health and Welfare benefits for retired employees. Additional increases in contributions for RSP as may be established by the Trust Fund's trustees during the term of this Agreement will be paid by the Employer, subject to the limitations set forth below. The Employer shall provide Teamsters Benefit Trust Retirement Security Health Plan (RSP). The cost of the Plan is currently \$528.59 per month per employee.

For future increases in RSP contribution rates, the Employer's maximum contribution rates are set forth below:

<b>July 1, 2013</b>	<b>July 1, 2014</b>	<b>July 1, 2015 and Thereafter</b>
\$485.26/month	\$528.59/month	\$634.00/month

Any amounts in excess of the Employer's maximum contribution commitments during any of the time periods set forth above, shall be paid by the employees through monthly lump sum pre-tax deductions in their pay.

**Section 10.**

The table below represents the maximum amounts and given time periods for which the Employer will pay for the benefits of this Article 3 with the exception of RSP.

<b>January 1, 2015 and Thereafter</b>
\$2,552.00/month

If the actual cost of the benefits (Health and Welfare/DI-1) is less during any time period than the maximum amounts to be paid by the Employer as stated above, the Employer shall pay the actual cost of the benefits. If the actual cost of the benefits (Health and Welfare/DI-1) is greater in any time period than the maximum amounts to be paid by the Employer as stated above, the employees shall pay the difference through monthly pre-tax deductions of their respective pay.

**ARTICLE 4**

**PENSION**

**Section 1.** Effective July 1, 2013, the Employer shall pay to the Western Conference of Teamsters Pension Trust the sum of \$4.10 per straight time hour starting with the first compensable hour as defined below, to a maximum of 184 hours and \$754.40 per month for each employee. Such amount will include 6.5% to cover the early retirement program (PEER).

Effective January 1, 2014, the Employer shall pay to the Western Conference of Teamsters Pension Trust the sum of \$4.20 per straight time hour starting with the first compensable hour as defined below, to a maximum of 184 hours and \$772.80 per month for each employee. Such amount will include 6.5% to cover the early retirement program (PEER).

Effective with hours beginning first of month following ratification, the Employer shall pay to the Western Conference of Teamsters Pension Trust the sum of \$4.35 per straight time hour starting with the first compensable hour as defined below, to a maximum of 184 hours and \$800.40 per month for each employee. Such amount will include 6.5% to cover the early retirement program (PEER).

Effective July 1, 2015 hours, the Employer shall pay to the Western Conference of Teamsters Pension Trust the sum of \$4.55 per straight time hour starting with the first compensable hour as defined below, to a maximum of 184 hours and \$837.20 per month for each employee. Such amount will include 6.5% to cover the early retirement program (PEER).

Effective July 1, 2016 hours, the Employer shall pay to the Western Conference of Teamsters Pension Trust the sum of \$4.75 per straight time hour starting with the first compensable hour as defined below, to a maximum of 184 hours and \$874.00 per month for each employee. Such amount will include 6.5% to cover the early retirement program (PEER).

Should the Pension Trust impose a surcharge or assessment or similar contribution commitment on the Employer, then either party may terminate this labor agreement upon written notice sent to the other party. When written notice is received by the other party, this labor agreement shall automatically terminate and all future increases in pay and benefits shall be cancelled. The parties shall thereafter meet to negotiate a successor labor agreement.

The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the plan. The additional contribution for the PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

It is understood between the parties that all compensable hours includes hours paid for but not worked such as vacation, sick leave and paid holidays.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amount paid of each member of the bargaining unit.

The parties agree to execute a suitable supplemental Letter of Understanding, consistent with the foregoing Employer contribution rate obligations and conforming to language acceptable to the Trustees of the Plan, upon request.

Section 2. The Employer shall comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA). The Employer has the following obligations regarding an employee who leaves covered employment to enter military service and thereafter returns to work for the Employer while his USERRA reemployment rights are protected.

First, if the employee is absent from work for no more than 30 consecutive days because of military service, the Employer is obligated under USERRA to continue making pension contributions to the Western Conference of Teamsters Pension Trust Fund (WCTPTF) just as if the employee had continued in covered employment with interruption.

Second, if the employee is absent from covered employment for more than 30 days because of military service and then returns to work for the Employer while his USERRA reemployment rights are protected, the Employer is obligated under USERRA to:

- (a) Notify WCTPTF in writing within 30 days after the employee returns to work.
- (b) Pay retroactive pension contributions to the WCTPTF on the employee's behalf for the period he or she was absent from covered employment with the Company.

**Section 3.** The maximum pension contribution shall be one hundred and eighty-four (184) hours per month. The Employer's maximum annual contribution shall be two thousand and eighty (2,080) compensable hours per year.

**Section 4.** New hires shall have a pension contribution rate of ten cents (\$.10) per hour (including PEER) for the first ninety (90) calendar days of their employment. Thereafter, the full pension contribution rate shall apply.

**ARTICLE 5**

**CLASSIFICATIONS AND WAGE RATES**

**Section 1.** The basic rates for employees covered by this Agreement shall be as follows:

<b>Classification</b>	<b>Current</b>	<b>July 1, 2014</b>	<b>July 1, 2015</b>	<b>July 1, 2016</b>
Garbage/Recycle Truck Driver	\$35.60	\$36.65	\$37.75	\$38.85
Utility	\$35.60	\$36.65	\$37.75	\$38.85
Mechanic	\$37.25	\$38.30	\$39.40	\$40.50
Yard Utility*	\$28.90	\$28.90	\$30.00	\$31.10

**\*Note:** The current Yard Utility employee (Jose Gutierrez) will be grandfathered at his current wage rate with the new wage increases applicable to him.

- A. Drivers (with a valid CDL) who perform Yard Utility work as an incidental part of their duties shall continue to be paid Driver's wages.
- B. If a Yard Utility employee (with a valid CDL) performs driving duties, he shall be paid at the Driver's wage rate for the time worked driving.

## **Mechanics Rate Structure**

The Employer proposes the following certification incentives to enable Mechanics to receive additional increases:

- Welding/Fabricating, accredited certification = \$1.20
- Fluid power, accredited certification = \$1.50
- 1<sup>st</sup> Level: Diesel Engine Certification = 2.5%
- 2<sup>nd</sup> Level: Certified Master Technician T3, T4, T5, T6, & T8 = 8%

Accredited certification program is subject to approval of Shop Manager. Conflicts between work schedule and class time will be handled by temporarily (for duration of class only) switching employee's schedule from days to nights or nights to days.

Mechanics and PM Technicians must obtain their CDL's by June 30, 2017. Once obtained, the CDL must be maintained in good standing. Failure to obtain and maintain a CDL shall result in termination. However, if a Mechanic or PM Technician does not have a CDL at time of ratification and he cannot obtain a CDL by June 30, 2017 due to a medical reason, as properly medically certified, then he is exempt from this requirement. The Employer will provide assistance to obtain CDL's, if requested by the employee.

### **New Hire Classification Effective Upon Ratification.**

These wage amounts are minimums. The Employer may pay more at its discretion.

All newly hired employees hired after July 1, 2013, shall be hired under the following wage percentages which take precedence over any conflicting wage in the Collective Bargaining Agreement:

80% for the first six-month period from date of hire

90% after six (6) complete months through twelve (12) complete months from date of hire

100% thereafter

**Section 2.** A shift differential of \$0.50 per hour shall be paid to all employees who are scheduled to begin work after 12:00 noon and before 4:00 a.m.

## ARTICLE 6

### MANAGEMENT RIGHTS

Section 1. The Employer shall have the right and responsibility to organize routes, assign work, monitor performance – electronically or otherwise, utilize the most efficient and safe methods of doing business, establish work rules to hire, transfer, discharge, or discipline any seniority employee for just cause and to lay-off because of lack of work or other cause, unless otherwise herein provided. The Employer has the right to require satisfactory proof of employee illness or injury.

Section 2. The Employer shall not subcontract, sell or lease any work presently handled by employees covered by this Agreement for the exclusive purpose of reducing the present complement of employees. In an arbitration alleging a violation of this section, the issue before the arbitrator shall be whether the Company's use of subcontracting, under the circumstances, was unreasonable.

## ARTICLE 7

### HOURS OF WORK

Section 1. Forty (40) hours of work shall constitute the maximum straight time work week. The normal work week shall be Monday to Friday.

Section 2. All work performed in excess of eight (8) hours in any work day shall be paid for at the overtime rate of one and one-half (1½) times the straight time rate. All work performed in excess of twelve (12) hours in any work day shall be paid for at the overtime rate of two (2) times the straight time rate.

Section 3. Subject to Section 7 below, all work performed on Saturday shall be paid for at the overtime rate of one and one-half (1½) times the straight time rate; all work performed on Sunday shall be provided for at two (2) times the straight time rate. Employees required to work on Saturday or Sunday shall be guaranteed eight (8) hours' pay at the applicable overtime rate, provided, however, that this Section shall not apply to night routes which complete their scheduled hours on a Saturday when such schedule starts on Friday night. This Section 3 will be subject to Section 7 of Article 7 as it relates to overtime pay for Saturday work.

Section 4. It is agreed that overtime may be required from time to time. Any employee may be required to work reasonable overtime on a hold-over basis. Call-out overtime may be offered as needed (Saturday and Sunday) for unscheduled work, in seniority order to qualified drivers. If there are an insufficient number of volunteers, such unscheduled work shall be assigned by inverse order of seniority to qualified drivers. Overtime work on permanently scheduled routes on weekends shall be assigned on a rotating basis to qualified drivers. A sign-up list for volunteers shall be posted every ninety (90) days, and employees who sign-up shall be scheduled on a rotating basis, beginning with most senior driver in a descending order to those who are qualified. The Company retains the right to require union qualified employees to perform such call-out overtime work.

**Section 5.** All regular employees who have completed their probationary period shall be guaranteed forty (40) straight-time hours of pay per week provided such employees make themselves fully available for work and report to work at their regular starting times designated by the Employer, provided, however, such guarantee shall not apply to employees who voluntarily quit or who are laid off or who are discharged for cause.

**Section 6.** Every employee assigned a specific route shall be guaranteed eight (8) hours' pay per day for completion of the route regardless of the actual time required to finish the route. If a route is completed in less than eight (8) hours in a day, the employee shall report to a supervisor before going home.

Any employee who completes his assigned route in less than eight (8) hours may agree to accept another available work assignment. Extra work due to driver absence, etc. may, at the Employer's discretion, be assigned at or near the beginning of a shift, or later, as deemed necessary by management. This extra work (reassignment) shall be offered in seniority order to those who are qualified. If there are insufficient volunteers, then the Employer may assign this work by inverse order of seniority to qualified drivers. If such assignment is offered and accepted, the employee shall be paid at the rate of one-and-one-half (1½) times his regular rate of pay beginning at the time of reassignment and ending upon completion of the second assignment. Such pay will be in addition to the eight (8) hours pay given for completion of the route.

Reassignment pay shall not be granted for any work performed on the employee's daily assigned route.

**Section 7.** The Employer may work any employee on Saturday at straight time rate of pay to complete his work week when absence was caused by the employee voluntarily.

The above shall not apply to employees who are out on vacation leave or a Holiday.

**Section 8.** Any employee scheduled to work a full day and working any part of a day shall receive a full day's pay if he presents himself at starting time and is available for work during all of the working day. If the employee, after reporting for work, makes himself unavailable for work for reasons other than an industrial injury, said employee shall be paid for the time he made himself available for the work only.

**Section 9.** Changing the start time shall be at the discretion of the Employer, with reasonable notice posted on the bulletin board of at least twenty-four (24) hours. If the employee is requested to report to work before his regularly scheduled start time, the employee shall be compensated at the overtime rate of one and one-half (1½) times the applicable hourly rate.

**Section 10.** Casual employees shall not be under the weekly guarantee if they are not hired to permanently replace a regular employee. Casual employees shall be emergency employees hired for temporary replacement of a regular employee who is out due to illness or absence.

## ARTICLE 8

### SENIORITY AND ASSIGNMENT OF WORK

**Separate Seniority:** It is understood between the parties that the seniority provisions shall apply separately to the employees in each jurisdiction (GreenTeam of San Jose and West Valley), and said jurisdictions shall be considered as distinct entities for purposes of the application of these provisions. **Except as noted in Section 6.**

**Section 1.** Seniority for purposes of establishing eligibility for benefits provided in this Agreement shall be based on the employee's most recent date of employment with the Company, or a predecessor employer in cases where prior seniority has been recognized upon the date of such employment. Seniority for the purposes of layoff or other competitive circumstances shall be recognized in two categories: (1) mechanics, and (2) all other classifications. Layoff due to slackness of work shall be made in accordance with seniority in the categories stated above. In rehiring, the last employee laid off shall be the first rehired within the seniority category involved, until the seniority list is exhausted, unless the employee recalled is unable to perform the work available.

**Section 2.** Seniority shall not apply to an employee until he shall have been employed by the Employer for six (6) months or ninety (90) shifts, whichever comes first. During such period, an employee may be laid off or terminated in the sole discretion of the Employer. Seniority shall commence upon the completion of such period. Upon attachment of such seniority, an individual shall be considered a seniority employee.

**Section 3.** Seniority will be broken and the employment relationship will cease in the event of discharge, resignation, off work for twelve (12) consecutive months for any reason other than non-work related illness or injury or disability due to injury sustained in the service of the Employer compensable under the Workers' Compensation laws, absence for two (2) working days without notifying the Employer, transfer out of the bargaining unit, failure to return within one (1) working day following the sending of a notice of recall to an employee's last known address as shown on the Employer's records, retirement, settlement has been made for total and permanent disability or he fails to return to work at the expiration of a leave of absence. The Employer has the right, prior to reinstating to active employment an employee who has been off work due to injury or illness, to have said employee examined by the Employer's doctor for fitness to return to his job. An employee who is off work due to injury or illness sustained in the service of the Employer compensable under the Workers' Compensation laws shall be returned to work when certified by a Company physician as fit to work regardless of the length of time he is off, up to a maximum of twenty-four (24) months – after which seniority is broken and the employment relationship will cease. Employees who are off for twenty-four (24) months due to a non-work related illness or injury shall have seniority broken and the employment relationship will cease.

**Section 4.** Notice of recall shall be sent to the employee at their last known address, as filed with Employer, by certified or hand-delivered letter with a copy to the Union. In the event of layoff an employee so laid off shall be restored to duty according to seniority provided he reports to the call of the Employer which shall be communicated to the employee at his last known address, as filed with the Employer by certified or hand-delivered letter and to the Local Union by certified or hand-delivered letter or telephone, and provided the employee reports for duty within twenty-four (24) hours exclusive of Saturday, Sunday or holidays, from the time of said call. The giving of said call shall fulfill the obligation of the Employer under this provision.

**Section 5.** When a vacancy in any classification occurs, and before being permanently filled, a notice of such vacancy will be posted on the bulletin board for two (2) working days. Any employee desiring to fill a posted vacancy will make application by signing the posted form. When two (2) or more applicants for a single vacancy are equally qualified to fill such vacancy it shall be filled by the employee among such equally qualified applicants having seniority, but if one of such applicants is better qualified to fill such vacancy, it will be filled by the most qualified applicant. The route vacancy created by the successful bidder will be filled by the most senior, qualified relief driver. If there are no qualified applicants available, a new employee may be employed to fill the vacancy. Upon request of the Union, the Employer will discuss and explain the reason and basis upon which its decision in filling a vacancy was made. Vacancies shall be posted for bid within two (2) weeks of the vacancy occurring.

**Section 6.** All new hires shall be assigned to the casual pool upon completion of the probationary period. Casual pool employees shall be assigned in accordance with their seniority to temporary assignments as needed. The assignment of equipment is the responsibility of the Employer as it deems necessary for operational efficiency. The Company shall maintain separate Casual pool seniority lists for the GreenTeam and West Valley operations. The Casual pools will be used for their respective operation; however, in the event that one Casual pool list is exhausted and a need exists in the other operation and there is available, qualified casual's the Employer shall have the right to assign those available casual's to the work in that operation. When a permanent opening exists in one of the operations, only personnel from the casual pool of that respective operation shall be eligible to bid on the opening.

Casual employees shall be assigned by seniority to available work with their own jurisdictions first. Seniority shall also be observed when assigning available casuals from one jurisdiction to another.

**Section 7.** Temporary job vacancies in the garbage operation will be filled in accordance with seniority, unless operational efficiency mandates otherwise.

Permanent job vacancies may be filled by the Employer by assignment in accordance with the following procedure:

1. If there are no interested senior employees, the position will be assigned to the most senior casual pool employee.

In the event of a permanent layoff, Company seniority will prevail.

Section 8. The employee's rate of pay shall be that of the job which he is actually performing. Job seniority in reassignment: Job seniority in the classification shall not begin until after a thirty (30) day trial period. After the 30-day trial period expires, and the employee is assigned to that job, he shall not be eligible to bid on any other job for nine (9) months from the date the 30-day trial period expired. There can be no establishment of job seniority in a classification for vacation or disability relief. Once the employee has established job seniority in a classification and is reassigned to a lower paid classification, he shall be paid at the higher wage scale if job seniority is not observed in his reassignment. However, when an employee at his own request is placed in a lower paid classification, he shall be paid the rate of pay of the lower classification. In the event of a cutback of force or in the case of discharge, the Employer has the option to offer the employee a lower classification, with the corresponding lower rate of pay.

Section 9. It is recognized and agreed that employees shall follow the instructions of the Company. The names of Company supervisors shall be posted on the bulletin board. If an employee has any doubts about any instruction or direction issued to him by a Company supervisor, he may request it in writing no later than the end of his work shift. No employee shall be disciplined or discharged for carrying out the instructions or directions of a Company supervisor whether in writing or not. Any employee who feels that he has received contrary instructions from different supervisors of the Company shall report the matter to the next level of Company supervision for decision.

Section 10. The establishment, abolishment, or realignment of routes and the assignment of equipment is the responsibility of the Employer as it deems it necessary for operational efficiency. The Employer agrees it will not remove an employee who is off work due to illness or injury from his regularly assigned route, if assigned one, upon return to duty. Temporary vacancies caused by illness or injury shall be assigned in accordance with seniority to a qualified driver in the casual pool. The employee filling the vacancy shall not attain seniority in the classification and will return to the casual pool once the employee regularly assigned to the position returns to duty.

Section 11. The Employer shall post master seniority lists of all employees covered by this agreement and provide the Union with a copy.

## **ARTICLE 9**

### **HOLIDAYS**

**Section 1.** The following shall be paid holidays under the terms of this Agreement and all eligible regular employees shall receive eight (8) hours straight time pay for each of such holidays in addition to pay received for work performed during the course of such holiday weeks. No employee shall work Thanksgiving Day, Christmas Day or New Year's Day.

**Section 2.** There shall be a total of twelve (12) paid holidays during the working year:

New Year's Day	Veterans' Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Christmas Day
Memorial Day	Employee's Birthday
Fourth of July	Employee's Anniversary Date
Labor Day	of Employment
Columbus Day	

**Section 3. Eligibility:** With respect to all employees other than regulars, any eligible employee who reports for work and is put to work more than thirty (30) days shall be entitled to any paid holiday which occurs during that month if such employee reports to work. To be eligible for holiday pay, the employees must work their last complete scheduled shift before and their first complete scheduled shift after the holiday, except that the employee shall be excused from the requirement of working the day before and/or the day after if upon either such day, the employee's absence is approved in writing by the Operations Manager or his substitute, excused by evidence of a doctor's note, on vacation, on another holiday, or on account of any work-related illness or injury sustained on the job (subject to Article 3 limitations). In any event, the employee must present verification of illness or injury satisfactory to the Employer.

**Section 4.** If any of the aforementioned holidays falls on a Saturday, the preceding Friday shall be observed as a holiday. If any of the aforementioned holidays falls on a Sunday, the following Monday shall be observed as a holiday. If an employee's Birthday or Anniversary Date of Employment falls on a day other than a Friday or Monday, the employee shall have the option of celebrating such holidays on the nearest Friday or Monday, provided however, that no more than three (3) employees shall be allowed off at one time and seniority shall prevail in the event more than three (3) employees desire off on the same date. The employee assigned shall work the Saturday of the work week of the following holidays: Thanksgiving Day (except West Valley jurisdiction, which works on Thanksgiving, not the Saturday following the Holiday), Christmas Day, and New Year's Day.

Section 5. If an employee's birthday falls on a regular working day for that employee, the employee will be allowed to stay home as long as the Employer can cover the work with its existing complement of employees. Any employee who desires to take his birthday off shall so notify a supervisor five (5) calendar days prior to his birthday. In the event that more than three (3) employees desire to take the same day off, the employee(s) granted the day off shall be selected on the basis of Company seniority; and if remaining employees still desire to take a day off in lieu of their birthday, the supervisors and each other such employees will select a mutually acceptable alternative date. In that event, the alternative date shall be deemed to be the employee's birthday for purposes of payment. If the employee takes his birthday off, he shall be paid a total of sixteen (16) hours at straight time. If the employee works on his birthday (except in the case where an alternative date has been selected as set forth above, the alternative date shall be considered the birthday), he shall be paid in accordance with Section 6 of this Article.

Section 6. All employees reporting to work on a holiday shall receive one and one-half (1½) times their regular rate of pay in addition to the holiday pay.

## **ARTICLE 10**

### **VACATIONS**

Section 1. After one (1) year of continuous employment, an employee shall receive one (1) week's vacation with pay. After two (2) years of continuous employment, an employee shall receive two (2) weeks' vacation with pay. An employee with five (5) years of continuous employment shall receive three (3) weeks' vacation with pay. An employee with ten (10) years at continuous employment shall receive four (4) weeks' vacation with pay. An employee with fifteen (15) years of continuous employment shall receive five (5) weeks' vacation with pay. An employee with twenty (20) years of continuous employment shall receive six (6) weeks' vacation with pay. An employee with twenty-five (25) years of continuous employment shall receive seven (7) weeks' vacation with pay. An employee with 30 years of continuous employment shall receive eight (8) weeks' vacation with pay.

Vacation pay shall be computed from the regular hourly rate of the employee at the time the vacation is due and shall be paid on the first payroll date following the employee's anniversary date, or at the employee's option, at the time the employee takes his earned vacation provided, however, the employee must advise the Employer of his election two weeks prior to his anniversary date. Vacation pay shall be paid by separate check.

A total lapse of service of fifteen (15) days or less per year shall not break continuity of service for the purpose of this provision. Where the lapse of service exceeds fifteen (15) days per year the vacation period shall be prorated on the basis of actual weeks service, except that the first fifteen (15) days of lapse of service shall be counted as time worked for such purpose. Days for which Workers' Compensation is paid shall not break continuity of service in the vacation year that the industrial accident took place, and the above shall not be applicable in such cases.

**Section 2.** The Company shall post a vacation schedule on the bulletin board as of November 15 of each calendar year. Such schedule shall remain posted through December 31 of each calendar year. Employees shall indicate their preference for vacation dates on this schedule by seniority. Vacation selection shall be completed by December 31 of each year. The vacation calendar shall be posted on or about November 15. Employees shall select their vacation in seniority order on Mondays, Wednesdays and Fridays, followed by Tuesdays and Thursdays of the next week; and then Mondays, Wednesdays, and Fridays, and so on – alternating days each week until the vacations are selected. During or after the selection process is completed, employees may express their “preference” for any weeks which were selected but may be later given up. Such “preference” will be offered to employees (on a first-come, first-served basis) who put their name and preference on a waiting list. Each classification will be divided into groups according to seniority. Employees who do not select vacation on this schedule or who desire to change their vacation date after December 31 shall be allowed to do so under the conditions set forth below. Employees who have selected vacation dates on the vacation schedule shall have priority over any other employees, irrespective of seniority, who desire the same vacation date but did not so indicate on the vacation schedule. The Employer, insofar as practicable, will grant employees vacation on the dates selected by them, provided however, that no more than eight (8) drivers (including Utility) and one (1) mechanic/welder on the GreenTeam jurisdiction seniority list can be off on vacation at any one time. The Employer, insofar as practicable, will grant employees vacation on the dates selected by them, provided however, that no more than four (4) drivers (including Utility) and one (1) mechanic/welder on the West Valley jurisdiction seniority list can be off on vacation at any one time. In the event more than the aforesaid number of employees per system desire the same vacation date as shown on the vacation schedule, the senior employees shall be given preference. Any employee who indicated a desired date on the vacation schedule, but, was not given that date because more senior employees also selected that date, shall be given preference in selecting an alternative date for his vacation.

**Section 3.** During the vacation period when a holiday falls during the employee’s vacation, the employee shall be paid an additional day’s pay.

**Section 4.** No pension contributions shall be due and owing for the payment of accrued vacation upon separation of employment.

## **ARTICLE 11**

### **LUNCH PERIOD**

**Section 1.** Each employee shall take thirty (30) minutes for lunch during each shift which shall be exclusive of paid time.

**Section 2.** All employees shall take a fifteen (15) minute coffee break at the midpoint in each four (4) hour shift.

**Section 3.** In the event that an employee works for more than ten (10) hours, the employee may, at the employee's option, take a second unpaid meal break of thirty (30) minutes.

## **ARTICLE 12**

### **DEATH IN FAMILY**

For seniority employees, there shall be a maximum of five (5) days' pay for scheduled workdays missed (or 8 days if the employee is required to travel out of State of California) in the event of death in the immediate family of a regular employee (wife, husband, mother, father, grandmother, grandfather, mother-in-law, father-in-law, sisters, brothers, sister-in-law, brother-in-law, daughters or sons or step-children). In addition to the foregoing, in the event of death in the immediate family of a regular employee, as defined above, upon request of said employee he may be granted an additional two (2) weeks' unpaid leave of absence. The Employer may require certification.

## **ARTICLE 13**

### **SICK LEAVE AND BONUS**

**Section 1.** A seniority employee who is off work due to illness or injury and who is confined at home or hospitalized as a result shall be eligible for twelve (12) days of sick leave, said benefit to begin on the first day of illness or injury. In the event an employee does not use all this benefit during the calendar year, he shall receive, as a bonus, a day's pay for each of the unused days at classification rate of pay for eight (8) hours. It is understood that this payout of unused sick leave does not represent compensable hours; and pension contributions are not required for the bonus payout. This bonus shall be paid on the last pay date before Christmas.

In the event of voluntary quit or any other reason, a seniority employee will be eligible to receive eight (8) hours pay for unused sick leave for each month worked, not to exceed twelve (12) days. Probationary employees who attain seniority after January 1 in a contract year shall accumulate sick leave at the appropriate rate of one day per month for the balance of the year, starting with the month in which they become a seniority employee.

## **ARTICLE 14**

### **LEAVE OF ABSENCE**

**Section 1.** In all cases where a leave of absence is granted by the Employer to an employee, it shall be in writing and the Union shall be notified in writing of the name of the employee, the effective date and the termination date of the leave of absence in cases where such leave of absence exceeds two (2) weeks.

**Section 2.** In the event the leave of absence is extended such extension shall be made in writing to the employee with a copy to the Union. Any employee who overstays or does not return will be considered to have quit his employment. If rehired by the Company, such individual shall be considered a new employee.

**Section 3.** Such leaves of absence as granted by the Employer shall be without pay and Employer shall be under no obligation to the employee except to return him to work at the expiration of such leave in accordance with the employee's seniority.

**Section 4.** Effective July 1, 2009, employees who have been employed for more than one (1) year may take up to six (6) days per calendar year of unpaid personal days provided the Employer has been given twenty-four (24) hours notice and the employee has received his supervisor's approval. Such approval shall not be unreasonably withheld. Insofar as practicable, the Employer shall advise employees within twenty-four (24) hours whether the requested leave has been approved or disapproved.

The Employer and the Union agree that the Employer will allow three (3) employees to be off at the same time. This means a total of three (3) employees using GreenTeam and West Valley combined.

## **ARTICLE 15**

### **ON-THE-JOB INJURIES**

When an employee is injured on-the-job in the course and scope of his employment, and it is necessary that he be excused from work to see a doctor, the employee shall be paid for the balance of the shift on which the injury occurred. When, after the employee returns to work there is a bona fide recurrence of the injury on the job and an authorized representative of management acting on the recommendation of a doctor excuses the employee from work, he shall be paid for the balance of the shift.

All employees shall be required to immediately report a work-related injury to their supervisor or other designated representative of the Company.

## **ARTICLE 16**

### **SAFETY AND EQUIPMENT**

**Section 1.** Throughout the life of this Agreement, the Employer shall furnish necessary rain gear for employees as needed on a check-out basis. The Employer, throughout the life of this Agreement, shall continue its practice of furnishing necessary rubber boots for mechanics as needed on a check-out basis. Failure of the employee to return the gear in the same condition as he received it, reasonable wear and tear excepted, shall result in the cost of such gear being deducted from the paycheck of the employee. The Employer will supply materials to enable employees to clean truck headlights, taillights, windshield and mirrors.

**Section 2.** The Employer agrees to furnish ten (10) pairs of work gloves per year or as needed when employees turn in worn gloves. At a minimum, the gloves shall be leather with cloth backs or an all cloth type. The Employer agrees to have gloves available at all times. During the winter months, employees may request that rubber gloves be substituted for those of leather. Additionally, gloves may be obtained at cost from the Employer by employees as desired to be paid for by the employee. The Employer shall try to maintain at least two (2) sizes available for employees. Employer agrees to furnish twenty (20) boxes of rubber gloves per year to each mechanic, ten (10) boxes given out every six (6) months.

**Section 3.** The Employer agrees to provide at its cost uniforms if employees are required to wear same as a condition of employment. The Employer reserves the right to determine the source, manner, means by which uniforms will be supplied to the employees and agrees that employees will have at least five (5) clean sets of uniforms (coveralls for mechanics) each week.

**Section 4.** Employees are required at all times while working to wear safety/work boots, unless excused for medical reasons, acceptable to the Employer. The condition of the employee's boots must also be acceptable to the Employer, or the employee shall not be allowed to work. The Employer shall provide each employee with a voucher for the amount of one hundred seventy-five dollars (\$175.00). The Company will provide 3 merchants to allow employees to select working boots. This allowance to be effective on July 1<sup>st</sup> of each year of this Agreement, in addition, the employees will be able to obtain new boots when needed as long as they turn in worn boots.

Section 5. Employees shall not be required to operate unsafe equipment provided, however, that any employee who refuses to operate equipment after the Employer has checked and determined in its judgment that it is mechanically sound and properly equipped, shall be subject to disciplinary action by the Employer. Provided, however, that if the employee still feels the equipment is unsafe, the Employer shall inspect the equipment and make a decision (putting it in writing).

Section 6. Drivers shall promptly report to the Employer, in writing, all known defects in equipment when completing their run on the Employer's time. A report on equipment must be turned in daily whether or not there are any defects to report. The Employer will provide necessary forms for the drivers to fill out.

Section 7. The Employer shall provide clean and sanitary facilities for employees' use. It is recognized and agreed that it is the obligation of all employees to maintain these facilities in a clean and orderly fashion.

Section 8. The Employer agrees to bear all costs for any physical or eye examinations it requires of employees.

#### **ARTICLE 17**

##### **SEVERANCE PAY ALLOWANCE**

Commencing after November 1, 2002, in the event the Employer in the exercise of its rights introduces new equipment or makes other operational changes which result in the permanent layoff of bargaining unit employees, the Employer agrees to pay as a severance pay allowance to such permanently laid off employees at their regular hourly rate of pay an amount equal to two (2) weeks' pay. In addition, such employees will receive one (1) hour's pay for each (1) month of service. The Employer further agrees to provide health and welfare benefits for all such employees for the month succeeding the month of layoff. A permanent layoff occurring as the result of the institution of new equipment or other operational change by the Employer shall occur in accordance with the Seniority Article of this Agreement provided, however, that any employee who voluntarily terminates during the period that the new equipment is being instituted or operational change is occurring shall also be paid in accordance with the above formula.

#### **ARTICLE 18**

##### **NO STRIKE – NO LOCKOUT**

There shall be no interruption of work during the settlement of a grievance or dispute.

For the duration of this Agreement, the Union agrees that its members will not engage in any strike, slow-down or stoppage of work.

For the duration of this Agreement, the Employer agrees that it will not engage in a lockout.

The parties recognize the right of the Employer to take disciplinary action, up to and including discharge, against any or all employees who violate Article 18. The parties further recognize and provide, however, that it shall not be a violation of Article 18 or of this Agreement and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any lawful picket line, including the picket lines of Unions party to this Agreement and including picket lines at the Employer's place of business.

## **ARTICLE 19**

### **NON-DISCRIMINATION**

It is the agreed policy of the Employer and the Union that the provisions of this Agreement shall apply equally to all employees covered hereby without regard to race, color, religion, sex, national origin, ancestry, medical condition, marital status, veteran status, sexual orientation, age or physical or mental handicap within the meaning of applicable state and federal laws.

## **ARTICLE 20**

### **GRIEVANCE AND ARBITRATION**

**Section 1. Grievance Defined:** A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or employees, the steward or union representative concerning rates of pay, hours or working conditions set forth herein, or the interpretation or application of this Agreement. The parties may agree to extend the time limits set forth in this Article in writing. All grievances shall be processed in accordance with the following procedure:

#### **Step 1.**

- a. No matter shall be considered a grievance until it is first taken up by the Union with the immediate Foreman, Supervisor or Company Manager who will attempt to settle the matter.
- b. If the grievance is not settled within three (3) days, it may be taken into Step 2 at which time it will be considered an official grievance.
- c. In order to be considered timely and eligible for further consideration at the conclusion of Step 1, a written Grievance must be presented to the Company, not later than fifteen (15) days after the employee or the Union had knowledge of the occurrence of the event giving rise to the grievance, or five (5) work days for any grievance over a suspension or discharge. If the Employer has not received a written grievance within fifteen (15) days,

the matter will be deemed waived, cannot be grieved at any time in the future, and will not be subject to the arbitration procedure set forth in this Agreement at any time in the future.

- d. The Company representatives shall respond to the grievance at this Step 1 within five (5) work days from receipt of the grievance. Failure to respond in a timely manner by the Employer shall advance the grievance to the next step.

#### Step 2.

Within five (5) days after Step 1 has passed, the Union may request a meeting with the General Manager, which shall be held within ten (10) days after the request has been made by the Union. In the event there is no agreement upon the settlement of the grievance, the matter may be referred to a Federal Mediation and Conciliation Service ("FMCS") Grievance Mediator by serving a written request for hearing on the other party within ten (10) days of the conference in Step 2.

#### Step 3.

If no agreement or disposition is reached at Step 2 and a timely request for FMCS grievance mediation is made, the parties shall submit the matter to a FMCS mediator to hear the dispute. Such mediator shall hear both sides' presentations and propose a recommended resolution. The parties will present the evidence known to them at that time. If the parties do not accept the recommended resolution, then the grievant may proceed to arbitration. In order to proceed to arbitration, the grieving party must submit a written request for Arbitration to the other party within fourteen (14) calendar days after the mediation session is concluded. Failure to make a timely demand for arbitration shall result in a forfeiture of the grievance. If additional evidence becomes known before the arbitration, it will be shared with the other party within a reasonable time frame.

#### Step 4.

If a timely request for Arbitration is made pursuant to Step 3 above, then the following procedure will apply. The Federal Mediation & Conciliation Service shall be requested to submit a panel of seven (7) established arbitrators from the area. The requesting party shall first strike three (3) names from the panel submitted by the Federal Mediation Conciliation Service and the other party shall then strike three (3) additional names from the list. The remaining name shall be the arbitrator. This selection of the arbitrator shall be made within six (6) days after the Company and Union receive the panel.

## **ARTICLE 21**

### **DISCHARGE AND SUSPENSIONS**

Section 1. Employees shall be subject to discharge without prior warning for: Dishonesty, drinking or being under the influence of alcohol or drugs on-the-job, willful insubordination, or grossly negligent performance of duties. Other matters such as habitual tardiness, failure to report to work, neglect of duty, and similar matters covered by published Company Rules and Regulations shall require at least two (2) written warnings to the employee and/or disciplinary layoff of the employee prior to discharge for a third offense. The third offense must occur within six (6) months of the last warning. All discipline for absenteeism/tardies, including a pattern of absences, shall be tracked separately from other discipline. Upon ratification, all warning letters issued prior to date of ratification shall not be used for further progressive discipline.

The warning notices as herein provided shall become invalid six (6) months after they are issued, and may not thereafter be used as a consideration in any further discipline.

Section 2. The Employer agrees that it will notify the Union within twenty-four (24) hours after it discharges an employee. It is further agreed that a copy of any letter of warning or of disciplinary layoff shall be furnished to the employee with a copy to the Union.

Section 3. The Employer shall not use its rights to transfer or assign work to employees for the purpose of discipline. No employee shall be suspended for more than five (5) working days.

## **ARTICLE 22**

### **ALCOHOL AND DRUG USE**

Section 1. Where the Company has reasonable cause to believe from circumstances appearing on the job that an employee is intoxicated or under the influence of alcohol or illegal or illicit drugs, or the employee is under the influence of prescription drugs or other medications the current use of which has not been reported by the employee to the Company and which would impair his performance, or where the Company reasonably believes that an employee has consumed alcoholic beverages or intoxicating drugs on the job, the Company shall request in the presence of a shop steward or other available employee that the suspected employee go to a medical clinic and have blood and urine specimens. The employee shall have the choice of tests where the Company does not have reason to suspect drug use.

Section 2. A refusal to give specimens shall create a presumption of intoxication and shall establish an independent basis for immediate removal from the job. If the chemical analysis meets or exceeds the legal standard for intoxication under the motor vehicle laws of the State of California, then it shall be conclusively presumed that the employee is intoxicated. Any finding of intoxication or the prohibitive use of drugs or alcohol on the job shall be the basis for discipline up to and including discharge. Copies of the results of any chemical analysis shall be provided to the Business Agent and Chief Steward.

Section 3. The provisions of this section shall be supplemented by the procedures outlined in the attachment "GreenTeam Drug and Alcohol Testing Policy and Procedures."

Section 4. The provisions of this section shall be administered uniformly. A finding by an arbitrator that the Company has engaged in a pattern of violations of this paragraph over the express objection of the Union shall permit the Union to reopen this section for re-negotiation based on Company practice.

## **ARTICLE 23**

### **ALCOHOL AND DRUG REHABILITATION**

Section 1. A seniority employee shall be permitted to take a reasonable leave of absence for the purpose of undergoing treatment pursuant to an approved program of rehabilitation for drug or alcohol abuse, provided that the leave is requested prior to commission of any related act which subjects the employee to disciplinary action. Such leave of absence shall not exceed a thirty (30) day period unless extended by mutual agreement for an additional thirty (30) days. Such leave shall be on a one-time basis and shall constitute a leave of absence under Article 14, except as herein provided. After such a leave, further evidence of drug or alcohol abuse will be grounds for termination.

Section 2. While on such leave, and for the first month only, the employee shall accrue those benefits provided employees who are unavailable for work due to injury or illness occurring on the job; except that the Employer shall pay up to one (1) month of Health and Welfare during any extended leave as called for in Section 1 above. Funeral leave and jury duty shall not be payable. No benefits shall be accrued during any extension, though the employee may pay for his own health and welfare coverage.

Section 3. Employees requesting to return to work shall be required to submit to reasonable periodic testing as the parties may adopt. Failure to comply with those conditions shall result in the employee's immediate removal from the job and termination of his employment. Such cases shall be subject to the grievance procedure only to the extent that there may be a question whether the conditions for return to work have been violated.

Section 4. The provisions of this section shall be supplemented by the procedures outlined in the attachment "Greenteam Drug and Alcohol Testing Policy and Procedures."

## **ARTICLE 24**

### **DRIVER TRAINING**

In the event an employee is selected to perform duties that require a higher driver's license (Class A License), the Employer will assist in the training of the selected employee in order to help him obtain the required license. Any employee operating a commercial vehicle as part of his assigned job duties shall be in possession of and shall maintain a valid California Driver's License of such class as required by law. All employees must have a valid driver's license to operate the equipment assigned.

In filling positions under this Agreement, employees working in other classifications under the jurisdiction of this Agreement shall be given reasonable trial on the basis of seniority to demonstrate their ability in which to qualify for such position. A reasonable trial shall be no more than thirty (30) days and the ability and qualification of each employee shall be at the sole discretion of the Employer. Any employee who fails to qualify for such position shall return to the position he vacated.

## **ARTICLE 25**

### **JURY DUTY**

Any non-probationary employee, when called for jury service in any state, county or federal court, shall advise the Employer upon receipt of such notice. If taken from his work to perform such service, he shall be reimbursed as provided for herein for any loss of wages while actually performing such service, up to a maximum of five (5) days during any calendar year. Such reimbursement shall be the difference between the employee's regular daily rate of pay (maximum eight (8) hours straight time pay) and the compensation the employee receives for jury service. The employee must provide written documentation of jury service, including the amount of compensation received. Maximum allowance per year shall be ten (10) days per each employee.

## **ARTICLE 26**

### **TOOL PROTECTION**

In consideration for the fact that employees are required to furnish their own hand tools, it is agreed that:

The Employer shall be responsible for replacement in kind of an employee's tools including tool boxes or roll-aways stolen from the premises of the Employer by means of illegal breaking and entering, or by reason of fire in the Employer's premises at any time, up to a maximum replacement or reimbursement amount of twenty-five thousand dollars (\$25,000.00) and subject to the requirement that the tools must have been locked in a mechanic's tool box and stored in an Employer-designated storage area. This Article 26 does not provide for reimbursement or replacement of tools lost through pilferage or misplacement during working hours.

The Union agrees that the Employer has the right to institute reasonable rules for the purpose of providing protection against unwarranted claims under this Article. These rules shall include, but not be limited to, requirements for tool inventories, audit of tool inventories, restrictions on the removal of tools from the Employer's premises and proper safeguarding of tools by employees.

Employees are responsible for submitting to Employer and updating for Employer their own accurate tool inventories, and the Employer reserves the right to audit said inventories for accuracy as to the number and value of inventoried items.

## **ARTICLE 27**

### **401(k) PLAN**

Effective July 1, 2009, employees with at least three (3) months of service with Employer shall be eligible to participate in the Teamsters New York Life LLC 401(k) Plan, and may defer up to 15% of their compensation to the Plan, subject to the terms and conditions of said Plan. There will be no administrative or matching costs borne by the Employer.

## **ARTICLE 28**

### **SAVINGS CLAUSE**

In the event any Article or Section of this Agreement is declared unlawful or invalid by any court or governmental agency of competent jurisdiction, it shall not affect the remaining terms of this Agreement which shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 29**

### **PAYROLL DEDUCTIONS**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transfer to D.R.I.V.E. National Headquarters on monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual costs for the expenses incurred in administering the weekly payroll deduction plan. Employer will deduct from paychecks, based on employees' voluntary written authorizations, for employee's voluntary contributions to Teamsters New York Life LLC 401(k) Plan, subject to the eligibility requirements, contribution maximums and other terms and conditions of said Plan. There

will be no administrative or matching costs borne by Employer.

The Employer also agrees to deduct voluntary contributions from the paycheck of all employees for a Credit Union designated by the Company.

### **ARTICLE 30**

#### **EMPLOYEE LOYALTY**

During the employee's employment, the employee shall not engage in competition with the Employer as a sole proprietor, partnership, employee, agent or through any other means. Salvaging while on duty or at Employer's facility or customers or Employer's facility is forbidden. Any employee competing with the Employer is subject to immediate discharge. Competition includes collecting recyclables which have been packaged or left for pick-up for the Employer. The Employer agrees that during holidays, employees will be allowed to receive and keep gratuities from customers.

### **ARTICLE 31**

#### **DRIVER'S LICENSE**

All employees are required to possess a valid California Commercial Drivers License. Further, all employees are required to have the appropriate class license needed to perform the work to which the employee is assigned. The Employer agrees to pay medical examination costs and DMV renewal fees for regular employees renewing their medical certificate and CDL's.

An employee who fails to maintain the California Commercial Drivers License required for work in his or her assigned job classification will be laid off. All employees agree to be in compliance with any and all regulations of the U.S. Department of Transportation; California Highway Patrol; and California Department of Transportation regarding hours of work, medical conditions and required licenses. No employee shall be required to work in excess of hours permitted by any governmental department or agency.

### **ARTICLE 32**

#### **SHOP STEWARDS**

The Employer recognizes the right of the Local Union to designate a job steward from the Employer's seniority lists. The authority of the job steward so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities: the steward, upon receipt of prior approval from the Employer, shall be allowed a reasonable time to investigate, present and process grievances on Company property without loss of time or pay during his regular working hours, and where mutually agreed to by the Employer and the Union, off the property and at times other than during his regular working schedule without loss of time or pay. Time spent handling grievances

during steward's regular working hours shall be considered working hours in computing daily or weekly earnings.

The steward shall, whenever possible, investigate, present and process grievances after the completion of his daily duties. In the event the handling of grievances and the daily duties of the steward require more than a regular working day, the steward shall receive no extra compensation.

**ARTICLE 33**

**TERM OF AGREEMENT**

This Agreement shall become effective on July 1, 2014, and shall remain in full force and effect to and including June 30, 2017, and shall be considered as renewed from year to year thereafter unless either party shall give written notice to the other of a desire to terminate, modify or amend the Agreement for the succeeding year, and such notice must be given at least sixty (60) days prior to the expiration date in each succeeding year. If such notice is not given, then the Agreement shall stand as renewed for the following year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 2nd day of October, 2014.

GREENTEAM OF SAN JOSE

BY: Paul Nelson  
Paul Nelson  
Division Vice-President

SANITARY TRUCK DRIVERS AND  
HELPERS LOCAL UNION NO. 350

BY: Robert Morales  
~~Robert Morales~~  
Secretary-Treasurer

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between **GREENTEAM OF SAN JOSE**, hereinafter called the Employer, and **SANITARY TRUCK DRIVERS & HELPERS, LOCAL 350**, hereinafter called the Union, as a supplement to their Collective Bargaining Agreement for the term July 1, 2014 through June 30, 2017.

The terms of said Agreement are as follows:

1. For the duration of the current Collective Bargaining Agreement between the parties, all employees represented by the Union will not be assigned or required to work in excess of forty-five (45) hours per calendar week.
2. Notwithstanding Paragraph (1) above, employees may voluntarily accept work in excess of the maximum weekly hours stated in said paragraph.
3. Any employee who accepts a work assignment on Friday shall complete said assignment, even if said assignment would cause the employee to work in excess of the maximum weekly hours stated in Paragraph (1) above.
4. Violation of any of the provisions of this Memorandum of Agreement shall be subject to the grievance procedure as provided in the Collective Bargaining Agreement.

GREENTEAM OF SAN JOSE

BY: Paul Nelson  
Paul Nelson  
Division Vice-President

SANITARY TRUCK DRIVERS AND  
HELPERS LOCAL UNION NO. 350

BY: Robert Morales  
Robert Morales  
Secretary-Treasurer

**LETTER OF UNDERSTANDING**

**By and Between**

**Teamsters Union Local No. 350**

**And**

**Waste Connections of California, Inc.  
d/b/a GreenTeam of San Jose**

Waste Connections of California, Inc. d/b/a GreenTeam of San Jose ("Employer") and Teamsters Union Local No. 350 ("Union") hereby agree as follows:

1. Effective January 1, 2015, vacation will be strictly construed consistent with Article 10, Section 1. This means that employees will not be permitted to "pull vacation forward."

ACCEPTED AND APPROVED:

GREENTEAM OF SAN JOSE

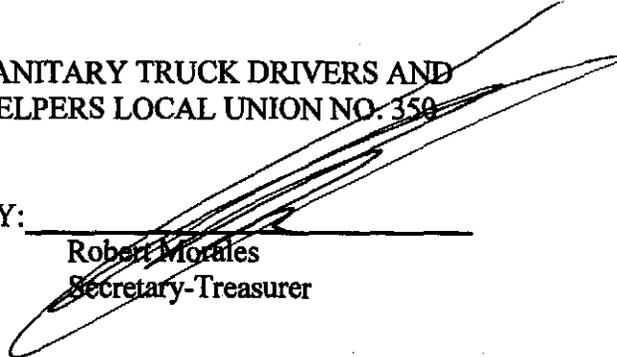
SANITARY TRUCK DRIVERS AND  
HELPERS LOCAL UNION NO. 350

BY:



Paul Nelson  
Division Vice-President

BY:



Robert Morales  
Secretary-Treasurer



## Appendix C—Waste Connections of California, Inc. Complete Litigation History

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## Waste Connections of California, Inc. Complete Litigation History

Waste Connections of California, Inc. (“WCCI”) is the respondent for this RFP. WCCI is a subsidiary of Waste Connections, Inc., a publicly traded company (NYSE: WCN) (“WCN” or the “Company”). WCN has more than 250 operations in 31 states across the United States.

As part of its regulatory filing requirements with the United States Securities and Exchange Commission (“SEC”), WCN is required to disclose and file a description of all material legal proceedings on an annual and quarterly basis. Due to WCN’s size, it would be impractical and unreasonably onerous to precisely comply with the litigation requests made in Section 5.4.6 of the RFP. WCCI is, however, disclosing the material litigation that WCN has disclosed in its past nine annual 10-K filings, and its most recent quarterly 10-Q filings with the SEC, in addition to certain other non-material litigation matters involving WCCI. Many of these disclosures are repetitive by nature.

Please note that neither WCCI, WCN, any affiliate of either, or any of their respective officers or directors, has been named as a defendant in any criminal proceeding. WCCI has several immaterial workers compensation, labor and employment, personal injury and auto liability claims currently pending against it. Additional information regarding the status of these claims is available upon request.

(Dollar amounts in thousands, except share, per share, per gallon, tonnage and per ton amounts)

\* \* \*

### **Q2 2015 (Quarterly Report on Form 10-Q)**

#### **Madera County, California Materials Recovery Facility Contract Litigation**

The Company’s subsidiary, Madera Disposal Systems, Inc. (“MDSI”) was named in a complaint captioned County of Madera vs. Madera Disposal Systems, Inc., et al, filed in Madera County Superior Court (Case No. MCV 059402) on March 5, 2012, and subsequently transferred to Fresno County Superior Court. Madera County alleges in the complaint that from 2007 through 2010, MDSI breached a contract with the County for the operation of a materials recovery facility by withholding profits from facility operations in excess of those authorized by the contract. The County further alleges that the breach gives the County the unilateral right to terminate all of its contracts with MDSI, including contracts for (1) the collection of residential and commercial waste in the unincorporated parts of the County, (2) operation of the materials recovery facility, (3) operation of the North Fork Transfer Station and (4) operation of the Fairmead Landfill. The County seeks monetary damages of \$2,962 from MDSI, plus pre-judgment interest at 10% per annum.

MDSI had been under contract with the County to collect residential and commercial waste and operate the county-owned Fairmead Landfill continuously since at least 1981. In 1993, MDSI contracted with the County to construct and operate a materials recovery facility for the County on the premises of the Fairmead Landfill. After it entered into the materials recovery facility contract, MDSI entered into new contracts with the County for waste collection and landfill operation to run concurrently with the materials recovery facility contract. In 1998, MDSI and the County agreed to extend the terms of the County contracts until November 10, 2012, with MDSI holding a unilateral option to extend the contracts for an additional five-year term.

In March 2011, the County issued a Notice of Default to MDSI under the materials recovery facility contract and gave MDSI 30 days to cure the default. MDSI provided information that it believed demonstrated that it was not in default under the contract and had not withheld profits that it was obligated to deliver to the County under the terms of the contract.

On February 7, 2012, the County issued a Notice of Termination to MDSI terminating all of its contracts effective November 1, 2012. The lawsuit followed on March 5, 2012. MDSI answered the complaint and asserted a claim against the County for wrongful termination of the contracts. On October 31, 2012, MDSI ceased providing services and vacated the County premises. The case is set for trial in Fresno in February 2016.

## Waste Connections of California, Inc. Complete Litigation History

At this point, the Company is not able to determine the likelihood of any outcome in this matter. The Company disputes Madera County's right to terminate the MDSI contracts effective November 1, 2012, and seeks damages for the profits lost as a result of the wrongful termination. The Company estimates that the current annual impact to its pre-tax earnings resulting from the termination of MDSI's contracts with Madera County is approximately \$2,300 per year, not including any monetary damages and interest the Court could order MDSI to pay the County.

### Lower Duwamish Waterway Superfund Site Allocation Process

The Company's subsidiary, Northwest Container Services, Inc. ("NWCS"), has been named by the U.S. Environmental Protection Agency, Region 10 (the "EPA"), along with more than 100 others, as a potentially responsible party ("PRP") under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") with respect to the Lower Duwamish Waterway Superfund Site (the "LDW Site"). Listed on the National Priorities List in 2001, the LDW Site is a five-mile stretch of the Duwamish River flowing into Elliott Bay in Seattle, Washington. A group of PRPs consisting of the City of Seattle, King County, the Port of Seattle, and Boeing Company conducted a Remedial Investigation/Feasibility Study for the LDW Site, and on December 2, 2014, the EPA issued its Record of Decision ("ROD") describing the selected remedy. The EPA estimates the total cleanup costs (in present value dollars) at \$342,000, and estimates that it will take seven years to implement the remedy. Implementation will not begin until after the ongoing Early Action Area cleanups have been completed (estimated to be in mid-2015), as well as additional baseline sampling throughout the LDW Site and the preparation of a remedial design, activities that will take a number of years. The ROD also specifies ten years of monitoring following the cleanup, and provides that if the cleanup goals have not been met by the close of this period, then additional remediation activities may be required at that time. In August 2014, NWCS entered into an Alternative Dispute Resolution Memorandum of Agreement with several dozen other PRPs and a neutral allocator to conduct a non-binding allocation of both certain past response costs allegedly incurred at the LDW Site as well as the anticipated future response costs associated with the cleanup. The allocation process is designed to develop evidence relating to each PRP's nexus, if any, to the LDW Site (whether or not that PRP is participating in the allocation process), for the allocator to hear arguments as to how each PRP's nexus affects the allocation of response costs, and to determine each PRP's share of the past and future response costs. NWCS is defending itself vigorously in this confidential allocation process and does not anticipate being allocated a material share of responsibility for the response costs. The allocation process is currently scheduled to be completed in mid-2018 with the entry of cleanup implementation and cash-out settlement agreements between and amongst the PRPs and the EPA. At this point the Company is not able to determine the likelihood of any outcome in this matter.

### Chiquita Canyon Landfill Expansion Complaint

The Company's subsidiary, Chiquita Canyon, LLC ("CCL"), is in the process of seeking approval to expand the lateral footprint and vertical height of its Chiquita Canyon Landfill in California. In response to its published draft environmental impact report ("EIR") regarding the proposed expansion, on June 8, 2015 two individuals and two organizations filed an administrative complaint with the California Environmental Protection Agency, the California Department of Resources Recycling and Recovery and the California Air Resources Board against the County of Los Angeles, alleging that the county has committed racial discrimination under California law through its permitting policies and practices. Among other things, the complaint alleges that the County of Los Angeles failed to provide equal opportunities for residents of all races to participate in the draft EIR process. The complaint seeks, among other things, a suspension of the draft EIR, the institution of hearings regarding the draft EIR that follow specified procedures and the implementation of certain surveys, notices and other hearings. CCL is not a party to this complaint. At this point the Company is not able to determine the likelihood of any outcome in this matter, including whether it may result in a delay of the permitting process for the proposed expansion of CCL's facility.

### **2014 (Annual Report on Form 10-K)**

#### Madera County, California Materials Recovery Facility Contract Litigation

The Company's subsidiary, Madera Disposal Systems, Inc. ("MDSI") was named in a complaint captioned County of Madera vs. Madera Disposal Systems, Inc., et al, filed in Madera County Superior Court (Case No. MCV 059402) on March 5, 2012, and subsequently transferred to Fresno County Superior Court. Madera County alleges in the complaint that from 2007 through 2010, MDSI breached a contract with the County for the operation of a materials recovery

## Waste Connections of California, Inc. Complete Litigation History

facility by withholding profits from facility operations in excess of those authorized by the contract. The County further alleges that the breach gives the County the unilateral right to terminate all of its contracts with MDSI, including contracts for (1) the collection of residential and commercial waste in the unincorporated parts of the County, (2) operation of the materials recovery facility, (3) operation of the North Fork Transfer Station and (4) operation of the Fairmead Landfill. The County seeks monetary damages of \$2,962 from MDSI, plus pre-judgment interest at 10% per annum.

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In March 2011, the County issued a Notice of Default to MDSI under the materials recovery facility contract and gave MDSI 30 days to cure the default. MDSI provided information that it believed demonstrated that it was not in default under the contract and had not withheld profits that it was obligated to deliver to the County under the terms of the contract.

On February 7, 2012, the County issued a Notice of Termination to MDSI terminating all of its contracts effective November 1, 2012. The lawsuit followed on March 5, 2012. MDSI answered the complaint and asserted a claim against the County for wrongful termination of the contracts. On October 31, 2012, MDSI ceased providing services and vacated the County premises. The case is set for trial in Fresno in May 2015.

At this point, the Company is not able to determine the likelihood of any outcome in this matter. The Company disputes Madera County's right to terminate the MDSI contracts effective November 1, 2012, and seeks damages for the profits lost as a result of the wrongful termination. The Company estimates that the current annual impact to its pre-tax earnings resulting from the termination of MDSI's contracts with Madera County is approximately \$2,300 per year, not including any monetary damages and interest the Court could order MDSI to pay the County.

### Hudson Valley, New York TEAM Transportation Workers' Compensation Trust

In April 2011, the Company acquired Hudson Valley Waste Holding, Inc., County Waste and Recycling Service, Inc., and their subsidiaries (collectively, the "HVC Companies") from private owners (the "HVC Sellers") pursuant to a stock purchase agreement dated March 31, 2011 (the "HVC Purchase Agreement"). The HVC Companies are engaged in the solid waste and recycling business in New York's Hudson Valley. In October 2011, the Company received a letter from the New York State Workers' Compensation Board (the "WCB") with respect to the TEAM Transportation Workers' Compensation Trust (the "TEAM Trust"). The TEAM Trust is a self-insured workers' compensation program of which certain of the HVC Companies, together with approximately 760 unrelated entities, were participants. The TEAM Trust incurred deficits for a number of years leading up to 2011. In late 2010, trust members elected to close the TEAM Trust and cease all workers' compensation coverage, effective on January 1, 2011. The October 2011 WCB letter asserted that the TEAM Trust had insufficient funds to cover outstanding claims and liabilities that preceded the trust's closure and that, based upon the WCB's preliminary estimates, the HVC Companies' allocable portion of the underfunding was approximately \$866. On December 7, 2011, the WCB determined that the TEAM Trust had demonstrated an inability to properly administer its liabilities, and accordingly, effective February 1, 2012, the WCB assumed the administration and final distribution of the TEAM Trust's assets and liabilities. In February 2012 the Company notified the HVC Sellers that the failure to disclose the HVC Companies' liability for the TEAM Trust's underfunded obligations was a breach by the HVC Sellers of the representations and warranties contained in the HVC Purchase Agreement and that, pursuant to the terms of the HVC Purchase Agreement, the Company was seeking indemnification from the HVC Sellers for any liability that the HVC Companies may have with respect to the underfunding of the TEAM Trust. In March 2012, the HVC Sellers agreed to assume the defense of the matter but denied liability for indemnification under the HVC Purchase Agreement.

In July 2014, the Company received another letter from the WCB indicating that, based on a forensic accounting firm's review of the TEAM Trust's accumulated deficit, the WCB was increasing its estimate of the HVC Companies'

## Waste Connections of California, Inc. Complete Litigation History

allocable portion of the liability for the TEAM Trust's underfunding from approximately \$866 to approximately \$5,000, including accrued interest. The WCB has also alleged that each former member of the TEAM Trust is jointly and severally liable for the entire deficit of the TEAM Trust. To date, the WCB has issued a total of over \$32,000 in deficiency assessments to the TEAM Trust members, including the HVC Companies.

On October 14, 2014, the Company commenced an action against the HVC Sellers in the United States District Court for the Northern District of New York alleging breach of contract, negligent misrepresentation, fraud, and common law indemnification for the TEAM deficits assessed by the WCB and for other costs, fees and damages, and for a declaratory judgment enforcing the HVC Sellers' indemnification obligations to the Company.

Shortly after the lawsuit was filed, the Company and the HVC Sellers commenced settlement discussions, which culminated in the parties entering into a settlement agreement, dated December 17, 2014. Through the settlement agreement, the principal owner among the HVC Sellers agreed to indemnify the Company for any damages it incurs in relation to Team Trust, including prompt payment of any trust-related assessments made by or on behalf of the WCB. In addition, the HVC Sellers have agreed to toll the statute of limitations on claims asserted in the lawsuit until the indemnification obligations are fulfilled and there is no possibility of the Company incurring further liability in relation to the TEAM Trust. In exchange, the Company filed a notice of voluntary dismissal of the lawsuit, without prejudice, on December 19, 2014, and the notice was so-ordered by the court on December 23, 2014. All of the Company's rights under the HVC Purchase Agreement are acknowledged in the settlement agreement, and are available to the Company in the event there is nonperformance by the HVC Sellers under the settlement agreement.

### Lower Duwamish Waterway Superfund Site Allocation Process

The Company's subsidiary, Northwest Container Services, Inc. ("NWCS"), has been named by the U.S. Environmental Protection Agency, Region 10 (the "EPA"), along with more than 100 others, as a potentially responsible party ("PRP") under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") with respect to the Lower Duwamish Waterway Superfund Site (the "LDW Site"). Listed on the National Priorities List in 2001, the LDW Site is a five-mile stretch of the Duwamish River flowing into Elliott Bay in Seattle, Washington. A group of PRPs consisting of the City of Seattle, King County, the Port of Seattle, and Boeing Company conducted a Remedial Investigation/Feasibility Study for the LDW Site, and on December 2, 2014, the EPA issued its Record of Decision ("ROD") describing the selected remedy. The EPA estimates the total cleanup costs (in present value dollars) at \$342,000, and estimates that it will take seven years to implement the remedy. Implementation will not begin until after the ongoing Early Action Area cleanups have been completed (estimated to be in mid-2015), as well as additional baseline sampling throughout the LDW Site and the preparation of a remedial design, activities that will take a number of years. The ROD also specifies ten years of monitoring following the cleanup, and provides that if the cleanup goals have not been met by the close of this period, then additional remediation activities may be required at that time. In August 2014, NWCS entered into an Alternative Dispute Resolution Memorandum of Agreement with several dozen other PRPs and a neutral allocator to conduct a non-binding allocation of certain past and future response costs allegedly incurred at the LDW Site. The allocation process is designed to develop evidence relating to each PRP's nexus, if any, to the LDW Site (whether or not that PRP is participating in the allocation process), for the allocator to hear arguments as to how each PRP's nexus affects the allocation of response costs, and to determine each PRP's share of the cleanup costs. NWCS is defending itself vigorously in this confidential process and does not anticipate being allocated material liability. The allocation process is currently scheduled to be completed in mid-2018 with the entry of cleanup implementation and cash-out settlement agreements between and amongst the PRPs and the EPA. At this point the Company is not able to determine the likelihood of any outcome in this matter.

### **2013 (Annual Report on Form 10-K)**

#### Chaparral, New Mexico Landfill Permit Litigation

The Company's subsidiary, High Desert Solid Waste Facility, Inc. (formerly known as Rhino Solid Waste, Inc.) ("HDSWF"), owns undeveloped property in Chaparral, New Mexico, for which it sought a permit to operate a municipal solid waste landfill. The New Mexico Environment Department (the "Department") approved the permit for the facility on January 30, 2002. Colonias Development Council ("CDC"), a nonprofit organization, appealed the Department's decision to the courts of New Mexico, alleging primarily that the Department failed to consider the social impact of the landfill on the community of Chaparral, and failed to consider regional planning issues. On July

## Waste Connections of California, Inc. Complete Litigation History

18, 2005, in *Colonias Dev. Council v. Rhino Env'tl. Servs., Inc. (In re Rhino Env'tl. Servs.)*, 2005 NMSC 24, 117 P.3d 939, the New Mexico Supreme Court remanded the matter back to the Department to conduct a limited public hearing on certain evidence that CDC claimed was wrongfully excluded from consideration by the hearing officer, and to allow the Department to reconsider the evidence already proffered concerning the impact of the landfill on the surrounding community's quality of life. In July 2007, the Department, CDC, the Company and Otero County signed a stipulation requesting a postponement of the limited public hearing to allow the Company time to explore a possible relocation of the landfill to a new site. Since 2007, the Department has issued several orders postponing the limited public hearing, and on October 17, 2012, it granted a request by the parties to hold the limited public hearing in abeyance until further notice.

In July 2009, HDSWF purchased approximately 325 acres of undeveloped land comprising a proposed new site from the State of New Mexico. HDSWF filed a formal landfill permit application for the new site with the Department on September 17, 2010. On September 12, 2011, the Department deemed the permit application complete and a public hearing on the matter had been tentatively scheduled for April 9, 2012, in Chaparral, New Mexico. On November 9, 2011, HDSWF filed a motion with the Department to hold in abeyance indefinitely the notice for public hearing and the permit hearing, and HDSWF agreed to provide the Department with at least 120 days' prior notice of any desired, future permit hearing. The Department granted the motion. HDSWF requested the abeyance to defer capital expenditures related to permitting the new site until mid to late 2014, when HDSWF expects to have a better understanding of several current market conditions and regulatory factors that affect the timing and feasibility of the project. These conditions and factors include: the status of the Company's Solid Waste Disposal and Operating Agreement for the collection and disposal of solid waste generated within the City of El Paso, effective April 28, 2004, which has a 10-year term; the status of El Paso Disposal, LP's Solid Waste Franchise Agreement for the collection of solid waste generated within the City of El Paso, effective September 1, 2011, which has a 40-month term; and whether certain closed or non-operating disposal facilities in the El Paso market area are reopened and whether those facilities are operated by private or public entities. On February 4, 2014, the Mayor of the City of El Paso approved and the City Council passed an ordinance amending the El Paso City Code to, among other things, rescind the City's flow control requirement directing waste collected within its boundaries to City-owned disposal facilities, which was scheduled to become effective on September 1, 2014.

At December 31, 2013, the Company had \$11,778 of capitalized expenditures related to this landfill development project. Depending on the outcome of the market conditions and regulatory factors described above, the Company may decide in mid to late 2014 to abandon the project and expense the \$11,778 of capitalized expenditures, less the recoverable value of the undeveloped properties and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period. Alternatively, if the outcome of the market conditions and regulatory factors described above is such that the Company believes the market for disposal of solid waste generated in the City of El Paso will remain competitive, HDSWF may decide in mid to late 2014 to resume its permitting process for the new site. Under those circumstances, if the Department ultimately denies the landfill permit application for the new site, HDSWF intends to actively resume its efforts to enforce the previously issued landfill permit for the original site in Chaparral. If the Company is ultimately issued a permit to operate the landfill at the new site purchased in July 2009, the Company will be required to expense in a future period \$10,324 of capitalized expenditures related to the original Chaparral property, less the recoverable value of that undeveloped property and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period. If the Company instead is ultimately issued a permit to operate the landfill at the original Chaparral property, the Company will be required to expense in a future period \$1,454 of capitalized expenditures related to the new site purchased in July 2009, less the recoverable value of that undeveloped property and other amounts recovered. If the Company is not ultimately issued a permit to operate the landfill at either one of the two sites, the Company will be required to expense in a future period the \$11,778 of capitalized expenditures, less the recoverable value of the undeveloped properties and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period.

### Harper County, Kansas Landfill Permit Litigation

The Company opened a municipal solid waste landfill in Harper County, Kansas in January 2006, following the issuance by the Kansas Department of Health and Environment ("KDHE") of a permit to operate the landfill. The landfill has operated continuously since that time. In 2005, landfill opponents (the "Plaintiffs") filed a suit (*Board of Comm'rs of Sumner County, Kansas, Tri-County Concerned Citizens and Dalton Holland v. Roderick Bremby, Sec'y*

## Waste Connections of California, Inc. Complete Litigation History

of the Kansas Dep't of Health and Env't, et al.) in the District Court of Shawnee County, Kansas, seeking a judicial review of KDHE's decision to issue the permit, alleging that a site analysis prepared for the Company and submitted to KDHE as part of the process leading to the issuance of the permit was deficient in several respects. The action sought to stay the effectiveness of the permit and to nullify it. The Company intervened in this lawsuit shortly after it was filed. In June 2012, the District Court denied the Plaintiffs' demand for revocation of the permit, and affirmed KDHE's decision that the issuance of the permit met all applicable regulatory requirements. The Plaintiffs filed an appeal with the Kansas Court of Appeals. On September 13, 2013, the Kansas Court of Appeals affirmed KDHE's issuance of the landfill permit to the Company. On October 15, 2013, the Plaintiffs petitioned the Kansas Supreme Court to review the decision of the Court of Appeals, which review is discretionary. To date, the Kansas Supreme Court has not decided if it will review this matter. The Company believes that it will ultimately prevail in this matter, and the Company will continue to have the right to operate the landfill during the pendency of any further appeal. Only in the event that a final, materially adverse determination with respect to the permit is received would there likely be a material adverse effect on the Company's reported results of operations in the future. If as a result of this litigation, after exhausting all appeals, the Company was unable to continue to operate the landfill, the Company estimates that it would be required to record a pre-tax impairment charge of approximately \$20,000 to reduce the carrying value of the landfill to its estimated fair value. In addition, the Company estimates the current annual impact to its pre-tax earnings that would result if it was unable to continue to operate the landfill would be approximately \$3,400 per year.

### Solano County, California Measure E/Landfill Expansion Litigation

The Company and one of its subsidiaries, Potrero Hills Landfill, Inc. ("PHLF"), were named as real parties in interest in an amended complaint captioned Sustainability, Parks, Recycling and Wildlife Legal Defense Fund v. County of Solano, which was filed in the Superior Court of California, County of Solano, on July 9, 2009 (the original complaint was filed on June 12, 2009). This lawsuit sought to compel Solano County to comply with Measure E, a ballot initiative and County ordinance passed in 1984 that the County has not enforced against PHLF since at least 1992. Measure E directed in part that Solano County shall not allow the importation into the County of any solid waste which originated or was collected outside the County in excess of 95,000 tons per year. The Sustainability, Parks, Recycling and Wildlife Legal Defense Fund ("SPRAWLDEF") lawsuit also sought to overturn Solano County's approval of the use permit for the expansion of the Potrero Hills Landfill and the related Environmental Impact Report ("EIR"), arguing that both violated Measure E and that the EIR violated the California Environmental Quality Act ("CEQA"). Two similar actions seeking to enforce Measure E, captioned Northern California Recycling Association v. County of Solano and Sierra Club v. County of Solano, were filed in the same court on June 10, 2009, and August 10, 2009, respectively. The Northern California Recycling Association ("NCRA") case did not name the Company or any of its subsidiaries as parties and did not contain any CEQA claims, but sought to enforce Measure E and overturn the use permit for the expansion. The Sierra Club case named PHLF as a real party in interest, and sought to overturn the use permit for the expansion of the landfill on Measure E grounds (but did not raise CEQA claims).

On May 12, 2010, the Solano County Superior Court issued a written opinion addressing all three cases. The Court upheld Measure E in part by judicially rewriting the law, and then issued a writ of mandamus directing Solano County to enforce Measure E as rewritten. The Court decided that it could cure the law's discrimination against out-of-county waste by revising Measure E to only limit the importation of waste into Solano County from other counties in California, but not from other states. In the same opinion, the Superior Court rejected the requests from petitioners in the cases for a writ of administrative mandamus to overturn the use permit approved by Solano County in June 2009 for the expansion of PHLF's landfill, thereby leaving the expansion use permit in place.

In December 2010, the Superior Court entered final judgments and writs of mandamus in the three cases, and Solano County, the Company, PHLF and numerous waste hauling company intervenors filed notices of appeal, which stayed the judgments and writs pending the outcome of the appeal. Petitioners Sierra Club and SPRAWLDEF cross-appealed the Court's ruling denying their petitions for writs to overturn PHLF's use permit for the expansion.

As part of the final judgments, the Solano County Superior Court retained jurisdiction over any motions for attorneys' fees under California's Private Attorney General statute. Petitioners NCRA, SPRAWLDEF and Sierra Club each filed a bill of costs and a motion for attorney fees totaling \$771. On May 31, 2011, the court issued a final order awarding petitioners \$452 in attorneys' fees, \$411 of which relates to the SPRAWLDEF and Sierra Club cases in which the Company or PHLF is a named party. The court allocated 50% of the fee amount to PHLF, none of which the Company

## Waste Connections of California, Inc. Complete Litigation History

recorded as a liability at December 31, 2013. The Company and Solano County appealed this attorneys' fees order in July 2011, which stayed the fee order. As explained below, in January 2014 the Court of Appeal reversed the attorney fee award.

On September 25, 2012, Governor Jerry Brown signed into law Assembly Bill 845 ("AB 845"), an act of the California Legislature, effective January 1, 2013. AB 845 expressly prohibits counties from restricting or limiting the importation of solid waste into a privately owned facility in a county based on the waste's place of origin. In light of AB 845, the Company filed a motion to dismiss the cross appeals and reverse and remand the portions of the judgments rendered in petitioners' favor regarding enforcement and implementation of Measure E by Solano County, including petitioners' recovery of costs, on mootness grounds.

On July 31, 2013, the Court of Appeal granted the Company's motion and ruled that AB 845 preempted Measure E and therefore precluded the writ of mandate enforcing Measure E as judicially rewritten. The Court reversed the judgment and writ of mandate, and directed the trial court to dismiss the petitions. The Court also dismissed on mootness grounds the cross-appeals by the petitioners of the trial court's denial of their request for a writ of mandate vacating the use permit for the expansion. Regarding the trial court's award of attorney fees to the petitioners, the Court of Appeal stated that petitioners were no longer successful parties under California law and "the award of attorney fees must necessarily be reversed." Because the appeal of the attorney fees award was a separate case from the merits appeal, the Court's ruling did not include an order regarding the fees award. On August 19, 2013, the Company filed a Motion for Summary Reversal of Judgment Granting Attorney's Fees in light of the Court of Appeal's merits ruling, which the Court deferred until a remittitur was issued in the underlying merits appeal. On September 9, 2013, Sierra Club and SPRAWLDEF filed petitions for review of the Court of Appeal's decision with the California Supreme Court. On October 23, 2013, the Supreme Court denied the petitions and issued a remittitur directing each party to bear its own costs on appeal. On January 22, 2014, the Court of Appeal granted the Company's pending motion and reversed the attorney fee award. On January 23, 2014, the Solano County Superior Court dismissed the petitions filed by SPRAWLDEF, Sierra Club, and NCRA in accordance with the Court of Appeal's decision, which officially concluded the litigation in the Company's favor.

On December 17, 2010, SPRAWLDEF and one its members filed a petition for writ of mandate in San Francisco Superior Court seeking to overturn the October 2010 approval of the marsh development permit issued by the San Francisco Bay Conservation and Development Commission ("BCDC") for PHLF's landfill expansion, alleging that the approval is contrary to the Suisun Marsh Protection Act. The petition, captioned SPRAWLDEF v. San Francisco Bay Conservation and Development Commission, names BCDC as a respondent and the Company as the real party in interest. The San Francisco Superior Court stayed the action and, on April 5, 2012, transferred the case to Solano County Superior Court, citing that court's experience in the related CEQA case and judicial economy. On June 5, 2012, Solano County Superior Court assigned the case to Judge Beeman. On November 29, 2012, the Superior Court issued an order finding that the administrative record before BCDC did not contain sufficient evidence regarding net profits for the proposed project or the alternative to support the agency's finding that the alternative was economically infeasible. The Superior Court therefore issued a writ of mandamus and final judgment on January 14, 2013, setting aside the BCDC permit and remanding it back to the agency for further consideration. Both the Company and BCDC filed notices of appeal, staying execution of the writ and judgment pending the appeal. The Court of Appeal held oral argument on the appeal on February 4, 2014, and took the matter under submission. The County of Solano, Suisun Resource Conservation District, California Refuse Recycling Council and Napa-Vallejo Waste Management Authority each filed amici briefs in this case on behalf of Appellants BCDC and the Company. At this point the Company is not able to determine the likelihood of any outcome in this matter.

On June 10, 2011, June Guidotti, a property owner adjacent to PHLF, and SPRAWLDEF and one of its members, each filed administrative petitions for review with the State Water Resources Control Board ("State Board") seeking to overturn a May 11, 2011 Order No. 2166-(a) approving waste discharge requirements issued by the San Francisco Bay Regional Water Quality Control Board ("Regional Board") for PHLF's landfill expansion, alleging that the order is contrary to the State Board's Title 27 regulations authorizing waste discharge requirements for landfills, and in the case of the SPRAWLDEF petition, further alleging that the Regional Board's issuance of a Clean Water Act section 401 certification is not supported by an adequate alternatives analysis as required by the federal Clean Water Act. The Regional Board is preparing the administrative record of its decision to issue Order 2166-(a) to be filed with the State Board as well as its response to the petitions for review. It is anticipated that the Regional Board will vigorously defend its actions and seek dismissal of the petitions for review. A hearing date has not yet been set on either petition,

## Waste Connections of California, Inc. Complete Litigation History

and the State Board has held both the Guidotti and SPRAWLDEF petitions in abeyance at the petitioners' requests. At this point, the Company is not able to determine the likelihood of any outcome in this matter.

If as a result of any of the matters described above, after exhausting all appeals, PHLF's marsh development permit is permanently rescinded, the Company estimates that it would be required to recognize a pre-tax impairment charge of approximately \$11,000 to reduce the carrying value of PHLF to its estimated fair value.

### Madera County, California Materials Recovery Facility Contract Litigation

The Company's subsidiary, Madera Disposal Systems, Inc. ("MDSI") was named in a complaint captioned County of Madera vs. Madera Disposal Systems, Inc., et al, filed in Madera County Superior Court (Case No. MCV 059402) on March 5, 2012, and subsequently transferred to Fresno County Superior Court. Madera County alleges in the complaint that from 2007 through 2010, MDSI breached a contract with the County for the operation of a materials recovery facility by withholding profits from facility operations in excess of those authorized by the contract. The County further alleges that the breach gives the County the unilateral right to terminate all of its contracts with MDSI, including contracts for (1) the collection of residential and commercial waste in the unincorporated parts of the County, (2) operation of the materials recovery facility, (3) operation of the North Fork Transfer Station and (4) operation of the Fairmead Landfill. The County seeks monetary damages of \$2,962 from MDSI, plus pre-judgment interest at 10% per annum.

MDSI had been under contract with the County to collect residential and commercial waste and operate the county-owned Fairmead Landfill continuously since at least 1981. In 1993, MDSI contracted with the County to construct and operate a materials recovery facility for the County on the premises of the Fairmead Landfill. After it entered into the materials recovery facility contract, MDSI entered into new contracts with the County for waste collection and landfill operation to run concurrently with the materials recovery facility contract. In 1998, MDSI and the County agreed to extend the terms of the County contracts until November 10, 2012, with MDSI holding a unilateral option to extend the contracts for an additional five-year term.

In March 2011, the County issued a Notice of Default to MDSI under the materials recovery facility contract and gave MDSI 30 days to cure the default. MDSI provided information that it believed demonstrated that it was not in default under the contract and had not withheld profits that it was obligated to deliver to the County under the terms of the contract.

On February 7, 2012, the County issued a Notice of Termination to MDSI terminating all of its contracts effective November 1, 2012. The lawsuit followed on March 5, 2012. MDSI answered the complaint and asserted a claim against the County for wrongful termination of the contracts. On October 31, 2012, MDSI ceased providing services and vacated the County premises. The case is set for trial in Fresno in June 2014.

At this point, the Company is not able to determine the likelihood of any outcome in this matter. The Company disputes Madera County's right to terminate the MDSI contracts effective November 1, 2012, and seeks damages for the profits lost as a result of the wrongful termination. The Company estimates that the current annual impact to its pre-tax earnings resulting from the termination of MDSI's contracts with Madera County is approximately \$2,300 per year, not including any monetary damages and interest the Court could order MDSI to pay the County.

### **2012 (Annual Report on Form 10-K)**

#### Chaparral, New Mexico Landfill Permit Litigation

The Company's subsidiary, High Desert Solid Waste Facility, Inc. (formerly known as Rhino Solid Waste, Inc.) ("HDSWF"), owns undeveloped property in Chaparral, New Mexico, for which it sought a permit to operate a municipal solid waste landfill. After a public hearing, the New Mexico Environment Department (the "Department") approved the permit for the facility on January 30, 2002. Colonias Development Council ("CDC"), a nonprofit organization, opposed the permit at the public hearing and appealed the Department's decision to the courts of New Mexico, primarily on the grounds that the Department failed to consider the social impact of the landfill on the community of Chaparral, and failed to consider regional planning issues. On July 18, 2005, in Colonias Dev. Council

## Waste Connections of California, Inc. Complete Litigation History

v. Rhino Env'tl. Servs., Inc. (In re Rhino Env'tl. Servs.), 2005 NMSC 24, 117 P.3d 939, the New Mexico Supreme Court remanded the matter back to the Department to conduct a limited public hearing on certain evidence that CDC claimed was wrongfully excluded from consideration by the hearing officer, and to allow the Department to reconsider the evidence already proffered concerning the impact of the landfill on the surrounding community's quality of life. In July 2007, the Department, CDC, the Company and Otero County signed a stipulation requesting a postponement of the limited public hearing to allow the Company time to explore a possible relocation of the landfill to a new site. Since 2007, the Department has issued several orders postponing the limited public hearing, and on October 17, 2012, it granted a request by the parties to hold the limited public hearing in abeyance until further notice.

In July 2009, HDSWF purchased approximately 325 acres of undeveloped land comprising a proposed new site from the State of New Mexico. HDSWF filed a formal landfill permit application for the new site with the Department on September 17, 2010. On September 12, 2011, the Department deemed the permit application complete and a public hearing on the matter had been tentatively scheduled for April 9, 2012 in Chaparral, New Mexico. On November 9, 2011, HDSWF filed a motion with the Department to hold in abeyance indefinitely the notice for public hearing and the permit hearing. As part of its motion, HDSWF agreed to provide the Department with at least 120 days' prior notice of any desired, future permit hearing. The Department issued a response in which it did not oppose the motion and agreed to the 120-day notice provision. HDSWF requested the abeyance to defer capital expenditures related to permitting the new site until mid to late 2014, when HDSWF expects to have a better understanding of several current market conditions and regulatory factors that affect the timing and feasibility of the project. These conditions and factors include: the status of the Company's Solid Waste Disposal and Operating Agreement for the collection and disposal of solid waste generated within the City of El Paso, effective April 28, 2004, which has a 10-year term; the status of El Paso Disposal, LP's Solid Waste Franchise Agreement for the collection of solid waste generated within the City of El Paso, effective September 1, 2011, which has a 40-month term; whether the City of El Paso implements flow control in September 2014 directing waste collected within its boundaries to City-owned disposal facilities; and whether certain closed or non-operating disposal facilities in the El Paso market area are reopened and whether those facilities are operated by private or public entities.

At December 31, 2012, the Company had \$11,778 of capitalized expenditures related to this landfill development project. Depending on the outcome of the market conditions and regulatory factors described above, the Company may decide in mid to late 2014 to abandon the project and expense the \$11,778 of capitalized expenditures, less the recoverable value of the undeveloped properties and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period. Alternatively, if the outcome of the market conditions and regulatory factors described above is such that the Company believes the market for disposal of solid waste generated in the City of El Paso will remain competitive, HDSWF may decide in mid to late 2014 to resume its permitting process for the new site. Under those circumstances, if the Department ultimately denies the landfill permit application for the new site, HDSWF intends to actively resume its efforts to enforce the previously issued landfill permit for the original site in Chaparral. If the Company is ultimately issued a permit to operate the landfill at the new site purchased in July 2009, the Company will be required to expense in a future period \$10,324 of capitalized expenditures related to the original Chaparral property, less the recoverable value of that undeveloped property and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period. If the Company instead is ultimately issued a permit to operate the landfill at the original Chaparral property, the Company will be required to expense in a future period \$1,454 of capitalized expenditures related to the new site purchased in July 2009, less the recoverable value of that undeveloped property and other amounts recovered. If the Company is not ultimately issued a permit to operate the landfill at either one of the two sites, the Company will be required to expense in a future period the \$11,778 of capitalized expenditures, less the recoverable value of the undeveloped properties and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period.

### Harper County, Kansas Landfill Permit Litigation

The Company opened a municipal solid waste landfill in Harper County, Kansas in January 2006, following the issuance by the Kansas Department of Health and Environment ("KDHE") of a permit to operate the landfill. The landfill has operated continuously since that time. In 2005, landfill opponents (the "Plaintiffs") filed a suit (Board of Comm'rs of Sumner County, Kansas, Tri-County Concerned Citizens and Dalton Holland v. Roderick Bremby, Sec'y of the Kansas Dep't of Health and Env't, et al.) in the District Court of Shawnee County, Kansas, seeking a judicial review of KDHE's decision to issue the permit, alleging that a site analysis prepared for the Company and submitted

## Waste Connections of California, Inc. Complete Litigation History

to KDHE as part of the process leading to the issuance of the permit was deficient in several respects. The action sought to stay the effectiveness of the permit and to nullify it. The Company intervened in this lawsuit shortly after it was filed. After years of challenging the Plaintiffs' standing, and the limiting of those matters properly before it, in June 2012 the District Court ruled on the merits of the matter. The Honorable Larry D. Hendricks, District Judge, entered a Memorandum Decision and Order denying the Plaintiffs' demand for revocation of the permit, and affirming KDHE's decision that the issuance of the permit met all applicable regulatory requirements. The Plaintiffs filed an appeal with the Kansas Court of Appeals and the parties' briefing on the appeal is currently scheduled to be completed in April 2013. The Company believes that it will prevail in this matter, and the Company will continue to have the right to operate the landfill during the pendency of the appeal. Only in the event that a final, materially adverse determination with respect to the permit is received would there likely be a material adverse effect on the Company's reported results of operations in the future. If as a result of this litigation, after exhausting all appeals, the Company was unable to continue to operate the landfill, the Company estimates that it would be required to record a pre-tax impairment charge of approximately \$18,700 to reduce the carrying value of the landfill to its estimated fair value. In addition, the Company estimates the current annual impact to its pre-tax earnings that would result if it was unable to continue to operate the landfill would be approximately \$6,700 per year.

### Solano County, California Measure E/Landfill Expansion Litigation

The Company and one of its subsidiaries, Potrero Hills Landfill, Inc. ("PHLF"), were named as real parties in interest in an amended complaint captioned Sustainability, Parks, Recycling and Wildlife Legal Defense Fund v. County of Solano, which was filed in the Superior Court of California, County of Solano, on July 9, 2009 (the original complaint was filed on June 12, 2009). This lawsuit seeks to compel Solano County to comply with Measure E, a ballot initiative and County ordinance passed in 1984 that the County has not enforced against PHLF since at least 1992. Measure E directs in part that Solano County shall not allow the importation into the County of any solid waste which originated or was collected outside the County in excess of 95,000 tons per year. PHLF accepts for disposal, beneficial reuse and recycling approximately 935,000 tons of solid waste annually, approximately 787,000 tons of which originate from sources outside of Solano County. The Sustainability, Parks, Recycling and Wildlife Legal Defense Fund ("SPRAWLDEF") lawsuit also seeks to overturn Solano County's approval of the use permit for the expansion of the Potrero Hills Landfill and the related Environmental Impact Report ("EIR"), arguing that both violate Measure E and that the EIR violates the California Environmental Quality Act ("CEQA"). Two similar actions seeking to enforce Measure E, captioned Northern California Recycling Association v. County of Solano and Sierra Club v. County of Solano, were filed in the same court on June 10, 2009, and August 10, 2009, respectively. The Northern California Recycling Association ("NCRA") case does not name the Company or any of its subsidiaries as parties and does not contain any CEQA claims. The Sierra Club case names PHLF as a real party in interest, and seeks to overturn the use permit for the expansion of the landfill on Measure E grounds (but does not raise CEQA claims).

In December 2009, the Company and PHLF filed briefs vigorously opposing enforcement of Measure E on constitutional and other grounds. The Company's position is supported by Solano County, a co-defendant in the Measure E litigation. It is also supported by the Attorney General of the State of California, the National Solid Wastes Management Association ("NSWMA") and the California Refuse Recycling Council ("CRRC"), each of which filed supporting friend of court briefs or letters. In addition, numerous waste hauling companies in California, Oregon and Nevada intervened on the Company's side in the state cases, subsequent to their participation in the federal action challenging Measure E discussed below.

On May 12, 2010, the Solano County Superior Court issued a written opinion addressing all three cases. The Court upheld Measure E in part by judicially rewriting the law, and then issued a writ of mandamus directing Solano County to enforce Measure E as rewritten. The Court decided that it could cure the law's discrimination against out-of-county waste by revising Measure E to only limit the importation of waste into Solano County from other counties in California, but not from other states. In the same opinion, the Court rejected the requests from petitioners in the cases for a writ of administrative mandamus to overturn the use permit approved by Solano County in June 2009 for the expansion of PHLF's landfill, thereby leaving the expansion permit in place.

In December 2010, the Court entered final judgments and writs of mandamus in the three cases, and Solano County, the Company, PHLF and the waste hauling company intervenors filed notices of appeal, which stayed the judgments and writs pending the outcome of the appeal. Petitioners Sierra Club and SPRAWLDEF cross-appealed the Court's ruling denying their petitions for writs to overturn PHLF's use permit for the expansion. Seventeen separate entities

## Waste Connections of California, Inc. Complete Litigation History

filed friend of court briefs on behalf of the Company and Solano County in September 2011, including the California Attorney General on behalf of the California Department of Resources Recycling and Recovery; the City and County of San Francisco; solid waste joint powers authorities serving the areas of Napa County, the City of Vallejo, the South Lake Tahoe Basin, Central Contra Costa County and the Salinas Valley; the California Association of Sanitation Agencies; sanitation districts serving Los Angeles County and Orange County; the NSWMA; the National Association of Manufacturers; the CRRC; the Los Angeles County Waste Management Association; the Solid Waste Association of Orange County; the Inland Empire Disposal Association; and the California Manufacturers and Technology Association. No friend of court briefs were filed on behalf of the petitioners. The case is now fully briefed and all parties have requested oral argument.

As part of the final judgments, the Solano County Superior Court retained jurisdiction over any motions for attorneys' fees under California's Private Attorney General statute. Petitioners NCRA, SPRAWLDEF and Sierra Club each filed a bill of costs and a motion for attorney fees totaling \$771. On May 31, 2011, the court issued a final order awarding petitioners \$452 in attorneys' fees, \$411 of which relates to the SPRAWLDEF and Sierra Club cases in which the Company or PHLF is a named party. The court allocated 50% of the fee amount to PHLF, none of which the Company recorded as a liability at December 31, 2012. The Company and Solano County appealed this attorneys' fees order in July 2011. The Court of Appeal has not yet issued a briefing schedule. Once this procedural step is completed, the Company will request a stay of this appeal until the merits of the underlying Measure E cases have been finally determined. If the Company prevails on the appeals of the three underlying cases, then none of the Petitioners would be entitled to attorneys' fees and costs. If the Company is unsuccessful on these appeals and its future appeals of the attorneys' fees judgment, PHLF and the County would each ultimately be severally liable for \$206 in attorneys' fees for the SPRAWLDEF and Sierra Club cases. However, in all three cases, the Company may reimburse the County for any such attorneys' fees under the indemnification provision in PHLF's use permit.

On February 9, 2012, the California Department of Resources Recycling and Recovery (CalRecycle) concurred in the solid waste facilities permit related to the Potrero Hills Landfill's expansion, and the permit was approved and issued by the Solano County Department of Resource Management on February 14, 2012.

On September 25, 2012, Governor Jerry Brown signed into law Assembly Bill 845 ("AB 845"), an act of the California Legislature, effective January 1, 2013. AB 845 expressly prohibits counties from restricting or limiting the importation of solid waste into a privately owned facility in a county based on the waste's place of origin. Because the Company believes that neither the Court of Appeal nor the trial court can grant Petitioners any relief in light of AB 845, it filed a motion with the Court of Appeal on September 27, 2012. The motion seeks to dismiss the cross appeals and reverse and remand the portions of the judgments rendered in Petitioners' favor regarding enforcement and implementation of Measure E by Solano County, including Petitioners' recovery of costs, for mootness in light of AB 845, with instructions to the trial court to dismiss the underlying writ petitions with prejudice. Sierra Club and SPRAWLDEF filed oppositions to the Company's motion. The Court of Appeal has not yet ruled on this pending motion or set an argument date for the appeal.

At this point, the Company is not able to determine the likelihood of any outcome in this matter. If the court grants the Company's motion to dismiss the appeals, the judgments requiring Solano County to enforce Measure E and for the Company to pay attorney's fees related to the Measure E litigation will be dismissed as moot. However, in the event that after all appeals are exhausted the Superior Court's writ of mandamus enforcing Measure E as rewritten is upheld, the Company estimates that the current annual impact to its pre-tax earnings resulting from the restriction on imports into Solano County would be approximately \$6,000 per year. The Company's estimate could be impacted by various factors, including the County's allocation of the 95,000 tons per year import restriction among PHLF and the other disposal and composting facilities in Solano County. In addition, if the final rulings on Measure E do not limit the importation of waste into Solano County from other states, the Company could potentially offset a portion of the estimated reduction to its pre-tax earnings by internalizing waste for disposal at PHLF from other states in which the Company operates, or by accepting waste volumes from third party haulers operating outside of California.

SPRAWLDEF additionally filed a lawsuit seeking a writ of mandate in Sacramento County Superior Court on August 20, 2009, captioned SPRAWLDEF v. California Integrated Waste Management Board ("CIWMB"), County of Solano, et al., challenging a CIWMB decision to dismiss SPRAWLDEF's administrative appeal to the CIWMB seeking to set aside a 2006 solid waste facilities permit issued to Potrero Hills Landfill by the Solano County Local Enforcement Agency. The case names the Company and PHLF as real parties in interest. The appeal was dismissed

## Waste Connections of California, Inc. Complete Litigation History

by the CIWMB for failure to raise a substantial issue. The 2006 facilities permit authorizes operational modifications and enhanced environmental control measures. The case was tried in Sacramento County Superior Court in October 2010, and the Superior Court rejected all of SPRAWLDEF's claims and ordered the writ petition dismissed. SPRAWLDEF appealed the dismissal to the Third District Court of Appeal. The case has been fully briefed. On March 8, 2012, the Court of Appeal asked for supplemental briefing on two questions, one of which implicates the standing of SPRAWLDEF relative to a claim against the former CIWMB, and the Company responded with a letter brief. Both CIWMB and the County also filed letter briefs. The Company believes (and so advised the Court of Appeal) the case may be moot in light of the February 14, 2012 issuance of the new solid waste facilities permit for the landfill, which supersedes the 2006 permit at issue in the appeal. While the Company believes that the respondent agencies will prevail in this case, in the unlikely event that the 2006 permit was set aside, PHLF would continue to operate the Potrero Hills Landfill under the site's new 2012 solid waste facilities permit.

On December 17, 2010, SPRAWLDEF and one its members filed a petition for writ of mandate in San Francisco Superior Court seeking to overturn the October 2010 approval of the marsh development permit issued by the San Francisco Bay Conservation and Development Commission ("BCDC") for PHLF's landfill expansion, alleging that the approval is contrary to the Suisun Marsh Protection Act (the "Marsh Act"). Petitioners claim that BCDC abused its discretion by issuing the marsh development permit in contravention of the Marsh Act. The petition, captioned SPRAWLDEF v. San Francisco Bay Conservation and Development Commission, names BCDC as a respondent and the Company as the real party in interest. On its own motion, the San Francisco Superior Court stayed the action and, on April 5, 2012, transferred the case to Solano County Superior Court, citing that court's experience in the related CEQA case and judicial economy. On June 5, 2012, Solano County Superior Court assigned the case to Judge Beeman, who held a hearing for oral argument on October 4, 2012. On November 29, 2012, the court issued an order finding that the administrative record before BCDC did not contain sufficient evidence regarding net profits for the proposed project or the alternative to support the agency's finding that the alternative was economically infeasible. The court therefore issued a writ of mandamus and final judgment on January 14, 2013 setting aside the BCDC permit and remanding it back to the agency for further consideration. On January 15, 2013, the Company filed a notice of appeal, staying execution of the writ and judgment pending the appeal. On January 28, 2013, BCDC also filed a notice of appeal to the writ and judgment. At this point the Company is not able to determine the likelihood of any outcome in this matter.

On June 10, 2011, June Guidotti, a property owner adjacent to PHLF, and SPRAWLDEF and one of its members, each filed administrative petitions for review with the State Water Resources Control Board ("State Board") seeking to overturn a May 11, 2011 Order No. 2166-(a) approving waste discharge requirements issued by the San Francisco Bay Regional Water Quality Control Board ("Regional Board") for PHLF's landfill expansion, alleging that the order is contrary to the State Board's Title 27 regulations authorizing waste discharge requirements for landfills, and in the case of the SPRAWLDEF petition, further alleging that the Regional Board's issuance of a Clean Water Act section 401 certification is not supported by an adequate alternatives analysis as required by the federal Clean Water Act. The Regional Board is preparing the administrative record of its decision to issue Order 2166-(a) to be filed with the State Board as well as its response to the petitions for review. It is anticipated that the Regional Board will vigorously defend its actions and seek dismissal of the petitions for review. A hearing date has not yet been set on either petition, and the State Board has held both the Guidotti and SPRAWLDEF petitions in abeyance at the petitioners' requests. At this point the Company is not able to determine the likelihood of any outcome in this matter.

If as a result of any of the matters described above, after exhausting all appeals, PHLF's use permit or marsh development permit is permanently rescinded, and the Superior Court's writ of mandamus enforcing Measure E as rewritten is ultimately upheld, the Company estimates that it would be required to recognize a pre-tax impairment charge of approximately \$39,000 to reduce the carrying value of PHLF to its estimated fair value, in addition to the approximately \$6,000 annual impact to its pre-tax earnings described above. If PHLF's use permit or marsh development permit is permanently rescinded but Measure E is ultimately ruled to be unenforceable, the Company estimates that it would be required to recognize a pre-tax impairment charge of approximately \$33,000 to reduce the carrying value of PHLF to its estimated fair value.

### Colonie, New York Landfill Privatization Litigation

In August 2011, one of the Company's wholly-owned subsidiaries, Capital Region Landfills, Inc. ("CRL") and the Town of Colonie, New York ("Colonie"), entered into a Solid Waste Facility Operating Agreement ("Agreement").

## Waste Connections of California, Inc. Complete Litigation History

CRL was selected to operate Colonie's solid waste management operations, which include the Colonie Landfill, pursuant to a request for proposals initiated under New York State General Municipal Law ("GML") section 120-w. CRL commenced solid waste management operations under the Agreement on September 19, 2011.

On September 29, 2011, seven individuals filed a petition in New York State Supreme Court (Albany County) against Colonie, its Town Board and its Supervisor ("Town Respondents") to challenge the Agreement. The case is captioned, *Conners, et al. v. Town of Colonie, et al.*, Index No. 006312/2011 (Sup. Ct., Albany Co.). On October 17, 2011, the petition was amended to add CRL and the Company as respondents. The petition alleged that the Agreement is the functional equivalent of a lease and therefore should have been subject to the permissive referendum requirements of New York State Town Law sections 64(2) and 90. The petition specifically alleged that Colonie failed to post and publish a notice that the Colonie Board's resolution authorizing execution of the Agreement was subject to a permissive referendum. The Town Respondents, CRL and the Company filed motions to dismiss on various procedural and substantive grounds.

By decision, order and judgment dated April 5, 2012, the Supreme Court dismissed the petition, finding that, even if the Agreement was construed as a lease, (i) a lease entered into pursuant to GML section 120-w is not subject to Town Law's permissive referendum requirements, and (ii) the petitioners' claims did not fall within those permitted under GML section 120-w. On May 3, 2012, petitioners filed a notice of appeal with the Appellate Division of the New York State Supreme Court, Third Department. The petitioners perfected their appeal on January 30, 2013, and CRL's responsive brief is due in March 2013.

If the petitioners ultimately prevail on appeal such that the Agreement is nullified and CRL is unable to continue to operate Colonie's solid waste management operations, the Agreement requires Colonie to repay to CRL an amount equal to a prorated amount of \$23,000 of the initial payment made by CRL to Colonie plus the amount of any capital that CRL has invested in the Colonie Landfill. The prorated amount owed to CRL by Colonie would be calculated by dividing the \$23,000 plus the amount of invested capital by the number of years of remaining airspace at the Colonie Landfill, as measured from the effective date of the Agreement, and then multiplying the result by the number of years of remaining airspace at the Colonie Landfill, as measured from the date the Agreement is nullified. Furthermore, if the Agreement is nullified as a result of the litigation, Colonie would resume responsibility for all final capping, closure and post-closure liabilities for the Colonie Landfill.

### Madera County, California Materials Recovery Facility Contract Litigation

The Company's subsidiary, Madera Disposal Systems, Inc. ("MDSI") was named in a complaint captioned *County of Madera vs. Madera Disposal Systems, Inc., et al.*, which was filed in Madera County Superior Court (Case No. MCV 059402) on March 5, 2012, and subsequently transferred to Fresno County Superior Court. In its complaint, Madera County alleges that from 2007 through 2010, MDSI breached a contract with the County for the operation of a materials recovery facility by withholding profits from facility operations in excess of those authorized by the contract. The County further alleges that the breach gives the County the unilateral right to terminate all of its contracts with MDSI, including contracts for (1) the collection of residential and commercial waste in the unincorporated parts of the County, (2) operation of the materials recovery facility, (3) operation of the North Fork Transfer Station and (4) operation of the Fairmead Landfill. The County seeks monetary damages of \$2,962 from MDSI, plus pre-judgment interest at 10% per annum.

MDSI had been under contract with the County to collect residential and commercial waste and operate the county-owned Fairmead Landfill continuously since at least 1981. In 1994, MDSI contracted with the County to construct and operate a materials recovery facility for the County on the premises of the Fairmead Landfill. At the time it entered into the materials recovery facility contract, MDSI entered into new contracts with the County for waste collection and landfill operation that were to run concurrently with the materials recovery facility contract. In 1998, MDSI and the County agreed to extend the term of the materials recovery facility and the terms of the other County contracts until November 10, 2012, with MDSI holding a unilateral option to extend all of the contracts for an additional five-year term.

In March 2011, the County issued a Notice of Default to MDSI under the materials recovery facility contract and gave MDSI 30 days to cure the default. MDSI provided information that it believed demonstrated that it was not in default

## Waste Connections of California, Inc. Complete Litigation History

under the contract and had not withheld profits that it was obligated to deliver to the County under the terms of the contract.

On February 7, 2012, the County issued a Notice of Termination to MDSI terminating all of its contracts effective November 1, 2012. The lawsuit followed on March 5, 2012. MDSI has answered the complaint and has asserted a claim against the County for wrongful termination of the contracts. On October 31, 2012, MDSI ceased providing services and vacated the County premises.

At this point, the Company is not able to determine the likelihood of any outcome in this matter. The Company disputes Madera County's right to terminate the MDSI contracts effective November 1, 2012, and seeks damages for the profits lost as a result of the wrongful termination. The Company estimates that the current annual impact to its pre-tax earnings resulting from the termination of MDSI's contracts with Madera County will be approximately \$2,300 per year, not including any monetary damages and interest the Court could order MDSI to pay the County.

### **2011 (Annual Report on Form 10-K)**

#### Chaparral, New Mexico Landfill Permit Litigation

The Company's subsidiary, High Desert Solid Waste Facility, Inc. (formerly known as Rhino Solid Waste, Inc.) ("HDSWF"), owns undeveloped property in Chaparral, New Mexico, for which it sought a permit to operate a municipal solid waste landfill. After a public hearing, the New Mexico Environment Department (the "Department") approved the permit for the facility on January 30, 2002. Colonias Development Council ("CDC"), a nonprofit organization, opposed the permit at the public hearing and appealed the Department's decision to the courts of New Mexico, primarily on the grounds that the Department failed to consider the social impact of the landfill on the community of Chaparral, and failed to consider regional planning issues. On July 18, 2005, in *Colonias Dev. Council v. Rhino Env'tl. Servs., Inc. (In re Rhino Env'tl. Servs.)*, 2005 NMSC 24, 117 P.3d 939, the New Mexico Supreme Court remanded the matter back to the Department to conduct a limited public hearing on certain evidence that CDC claimed was wrongfully excluded from consideration by the hearing officer, and to allow the Department to reconsider the evidence already proffered concerning the impact of the landfill on the surrounding community's quality of life. In July 2007, the Department, CDC, the Company and Otero County signed a stipulation requesting a postponement of the limited public hearing to allow the Company time to explore a possible relocation of the landfill to a new site. Since 2007, the Department has issued several orders postponing the limited public hearing, currently scheduled for November 2012, as HDSWF has continued to evaluate the suitability of a new site.

In July 2009, HDSWF purchased approximately 325 acres of undeveloped land comprising a proposed new site from the State of New Mexico. HDSWF filed a formal landfill permit application for the new site with the Department on September 17, 2010. On September 12, 2011, the Department deemed the permit application complete and a public hearing on the matter had been tentatively scheduled for April 9, 2012 in Chaparral, New Mexico. On November 9, 2011, HDSWF filed a motion with the Department to hold in abeyance indefinitely the notice for public hearing and the permit hearing. As part of its motion, HDSWF agreed to provide the Department with at least 120 days' prior notice of any desired, future permit hearing. The Department issued a response in which it did not oppose the motion and agreed to the 120-day notice provision. HDSWF requested the abeyance to defer capital expenditures related to permitting the new site until mid to late 2014, when HDSWF expects to have a better understanding of several current market conditions and regulatory factors that affect the timing and feasibility of the project. These conditions and factors include: the status of the Company's Solid Waste Disposal and Operating Agreement for the collection and disposal of solid waste generated within the City of El Paso, effective April 28, 2004, which has a 10-year term; the status of El Paso Disposal, LP's Solid Waste Franchise Agreement for the collection of solid waste generated within the City of El Paso, effective September 1, 2011, which has a 40-month term; whether the City of El Paso implements flow control in September 2014 directing waste collected within its boundaries to City-owned disposal facilities; and whether certain closed or non-operating disposal facilities in the El Paso market area are reopened and whether those facilities are operated by private or public entities.

At December 31, 2011, the Company had \$11,772 of capitalized expenditures related to this landfill development project. Depending on the outcome of the market conditions and regulatory factors described above, the Company may decide in mid to late 2014 to abandon the project and expense in a future period the \$11,772 of capitalized expenditures, less the recoverable value of the undeveloped properties and other amounts recovered, which would

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likely have a material adverse effect on the Company's results of operations for that period. Alternatively, if the outcome of the market conditions and regulatory factors described above is such that the Company believes the market for disposal of solid waste generated in the City of El Paso will remain competitive, HDSWF may decide in mid to late 2014 to resume its permitting process for the new site. Under those circumstances, if the Department ultimately denies the landfill permit application for the new site, HDSWF intends to actively resume its efforts to enforce the previously issued landfill permit for the original site in Chaparral. If the Company is ultimately issued a permit to operate the landfill at the new site purchased in July 2009, the Company will be required to expense in a future period \$10,318 of capitalized expenditures related to the original Chaparral property, less the recoverable value of that undeveloped property and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period. If the Company instead is ultimately issued a permit to operate the landfill at the original Chaparral property, the Company will be required to expense in a future period \$1,454 of capitalized expenditures related to the new site purchased in July 2009, less the recoverable value of that undeveloped property and other amounts recovered. If the Company is not ultimately issued a permit to operate the landfill at either one of the two sites, the Company will be required to expense in a future period the \$11,772 of capitalized expenditures, less the recoverable value of the undeveloped properties and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period.

### Harper County, Kansas Landfill Permit Litigation

The Company opened a municipal solid waste landfill in Harper County, Kansas in January 2006, following the issuance by the Kansas Department of Health and Environment ("KDHE") of a final permit to operate the landfill. The landfill has operated continuously since that time. On October 3, 2005, landfill opponents filed a suit (Board of Comm'rs of Sumner County, Kansas, Tri-County Concerned Citizens and Dalton Holland v. Roderick Bremby, Sec'y of the Kansas Dep't of Health and Env't, et al.) in the District Court of Shawnee County, Kansas, seeking a judicial review of KDHE's decision to issue the permit, alleging that a site analysis prepared for the Company and submitted to KDHE as part of the process leading to the issuance of the permit was deficient in several respects. The action sought to stay the effectiveness of the permit and to nullify it. The Company intervened in this lawsuit shortly after it was filed. On April 7, 2006, the District Court issued an order denying the plaintiffs' request for judicial review on the grounds that they lacked standing to bring the action. The plaintiffs appealed that decision to the Kansas Court of Appeals, and on October 12, 2007, the Court of Appeals issued an opinion reversing and remanding the District Court's decision. The Company appealed the decision to the Kansas Supreme Court, and on July 25, 2008, the Supreme Court affirmed the decision of the Court of Appeals and remanded the case to the District Court for further proceedings on the merits. Plaintiffs filed a second amended petition on October 22, 2008, and the Company filed a motion to strike various allegations contained within the second amended petition. On July 2, 2009, the District Court granted in part and denied in part the Company's motion to strike. The District Court also set a new briefing schedule, and the parties completed the briefing during the first half of 2010. Oral argument in the case occurred on September 27, 2010. There is no scheduled time limit within which the District Court has to decide this administrative appeal. While the Company believes that it will prevail in this case, the District Court could remand the matter back to KDHE for additional review of its decision or could revoke the permit. An order of remand to KDHE would not necessarily affect the Company's continued operation of the landfill. Only in the event that a final, materially adverse determination with respect to the permit is received would there likely be a material adverse effect on the Company's reported results of operations in the future. If as a result of this litigation, after exhausting all appeals, the Company was unable to continue to operate the landfill, the Company estimates that it would be required to record a pre-tax impairment charge of approximately \$17,700 to reduce the carrying value of the landfill to its estimated fair value. In addition, the Company estimates the current annual impact to its pre-tax earnings that would result if it was unable to continue to operate the landfill would be approximately \$4,600 per year.

### Solano County, California Measure E/Landfill Expansion Litigation

The Company and one of its subsidiaries, Potrero Hills Landfill, Inc. ("PHLF"), were named as real parties in interest in an amended complaint captioned Sustainability, Parks, Recycling and Wildlife Legal Defense Fund v. County of Solano, which was filed in the Superior Court of California, County of Solano, on July 9, 2009 (the original complaint was filed on June 12, 2009). This lawsuit seeks to compel Solano County to comply with Measure E, a ballot initiative and County ordinance passed in 1984 that the County has not enforced against PHLF since at least 1992. Measure E directs in part that Solano County shall not allow the importation into the County of any solid waste which originated or was collected outside the County in excess of 95,000 tons per year. PHLF disposes of and accepts for beneficial

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reuse and recycling approximately 840,000 tons of solid waste annually, approximately 650,000 tons of which originate from sources outside of Solano County. The Sustainability, Parks, Recycling and Wildlife Legal Defense Fund (“SPRAWLDEF”) lawsuit also seeks to overturn Solano County’s approval of the use permit for the expansion of the Potrero Hills Landfill and the related Environmental Impact Report (“EIR”), arguing that both violate Measure E and that the EIR violates the California Environmental Quality Act (“CEQA”). Two similar actions seeking to enforce Measure E, captioned Northern California Recycling Association v. County of Solano and Sierra Club v. County of Solano, were filed in the same court on June 10, 2009, and August 10, 2009, respectively. The Northern California Recycling Association (“NCRA”) case does not name the Company or any of its subsidiaries as parties and does not contain any CEQA claims. The Sierra Club case names PHLF as a real party in interest, and seeks to overturn the conditional use permit for the expansion of the landfill on Measure E grounds (but does not raise CEQA claims). These lawsuits follow a previous lawsuit concerning Measure E that NCRA filed against PHLF in the same court on July 22, 2008, prior to the Company’s acquisition of PHLF in April 2009, but which NCRA later dismissed.

In December 2009, the Company and PHLF filed briefs vigorously opposing enforcement of Measure E on Constitutional and other grounds. The Company’s position is supported by Solano County, a co-defendant in the Measure E litigation. It is also supported by the Attorney General of the State of California, the National Solid Wastes Management Association (“NSWMA”) and the California Refuse Recycling Council (“CRRC”), each of which filed supporting friend of court briefs or letters. In addition, numerous waste hauling companies in California, Oregon and Nevada have intervened on the Company’s side in the state cases, subsequent to their participation in the federal action challenging Measure E discussed below. A hearing on the merits for all three Measure E state cases was held on February 18, 2010.

On May 12, 2010, the Solano County Superior Court issued a written opinion addressing all three cases. The Court upheld Measure E in part by judicially rewriting the law, and then issued a writ of mandamus directing Solano County to enforce Measure E as rewritten. The Court decided that it could cure the law’s discrimination against out-of-county waste by revising Measure E to only limit the importation of waste into Solano County from other counties in California, but not from other states. In the same opinion, the Court rejected the requests from petitioners in the cases for a writ of administrative mandamus to overturn the permit approved by Solano County in June 2009 for the expansion of PHLF’s landfill, thereby leaving the expansion permit in place. Petitioners Sierra Club and SPRAWLDEF filed motions to reconsider in which they asked the Court to issue a writ of administrative mandamus and void PHLF’s expansion permit. The County, the Company and PHLF opposed the motions to reconsider and a hearing was held on June 25, 2010. On August 30, 2010, the Court denied the motions to reconsider and reaffirmed its ruling denying the petitions for writs to overturn PHLF’s expansion permit.

In December 2010, the Court entered final judgments and writs of mandamus in the three cases, and Solano County, the Company, PHLF and the waste hauling company intervenors filed notices of appeal, which stayed the judgments and writs pending the outcome of the appeal. Petitioners Sierra Club and SPRAWLDEF cross-appealed the Court’s ruling denying their petitions for writs to overturn PHLF’s expansion permit. The appeals and cross-appeals were consolidated and the parties entered into a stipulated briefing schedule that was completed in August 2011. In addition, seventeen separate entities filed friend of court briefs on behalf of the Company and Solano County in September 2011, including the California Attorney General on behalf of the California Department of Resources Recycling and Recovery; the City and County of San Francisco; solid waste joint powers authorities serving the areas of Napa County, the City of Vallejo, the South Lake Tahoe Basin, Central Contra Costa County and the Salinas Valley; the California Association of Sanitation Agencies; sanitation districts serving Los Angeles County and Orange County; the NSWMA; the National Association of Manufacturers; the CRRC; the Los Angeles County Waste Management Association; the Solid Waste Association of Orange County; the Inland Empire Disposal Association; and the California Manufacturers and Technology Association. Sierra Club and SPRAWLDEF filed responses to these briefs in October 2011. No friend of court briefs were filed on behalf of the petitioners. The case is now fully briefed and all parties have requested oral argument.

As part of the final judgments, the Solano County Superior Court retained jurisdiction over any motions for attorneys’ fees under California’s Private Attorney General statute. Petitioners NCRA, SPRAWLDEF and Sierra Club each filed a bill of costs and a motion for attorney fees totaling \$771. The Company vigorously opposed the award of attorney fees. The motions were heard in March 2011. On May 31, 2011, the court issued a final order awarding petitioners \$452 in attorneys’ fees, \$411 of which relates to the SPRAWLDEF and Sierra Club cases in which the Company or PHLF is a named party. The court allocated 50% of the fee amount to PHLF, none of which the Company recorded

## Waste Connections of California, Inc. Complete Litigation History

as a liability at December 31, 2011. The Company and Solano County appealed this attorneys' fees order in July 2011. Once procedural steps are completed, the Company will request a stay of this appeal until the merits of the underlying Measure E cases have been finally determined. If the Company prevails on the appeals of the three underlying cases, then none of the Petitioners would be entitled to attorneys' fees and costs. If the Company is unsuccessful on these appeals and its future appeals of the attorneys' fees judgment, PHLF and the County would each ultimately be severally liable for \$206 in attorneys' fees for the SPRAWLDEF and Sierra Club cases. However, in all three cases, the Company may reimburse the County for any such attorneys' fees under the indemnification provision in PHLF's land use permit.

At this point, the Company is not able to determine the likelihood of any outcome in this matter. However, in the event that after all appeals are exhausted the Superior Court's writ of mandamus enforcing Measure E as rewritten is upheld, the Company estimates that the current annual impact to its pre-tax earnings resulting from the restriction on imports into Solano County would be approximately \$5,000 per year. The Company's estimate could be impacted by various factors, including the County's allocation of the 95,000 tons per year import restriction among PHLF and the other disposal and composting facilities in Solano County. In addition, if the final rulings on Measure E do not limit the importation of waste into Solano County from other states, the Company could potentially offset a portion of the estimated reduction to its pre-tax earnings by internalizing waste for disposal at PHLF from other states in which the Company operates, or by accepting waste volumes from third party haulers operating outside of California.

In response to the pending three state court actions to enforce Measure E described above, the Company, PHLF and other waste hauling companies in California, Oregon and Nevada that are damaged by Measure E and would be further damaged if Measure E was enforced, filed a federal lawsuit to enjoin Measure E and have it declared unconstitutional. On September 8, 2009, the coalition brought suit in the United States District Court for the Eastern District of California in Sacramento challenging Measure E under the Commerce Clause of the United States Constitution, captioned *Potrero Hills Landfill, Inc. et al. v. County of Solano*. In response, SPRAWLDEF, Sierra Club and NCRA intervened in the federal case to defend Measure E and filed motions to dismiss the federal suit, or in the alternative, for the court to abstain from hearing the case in light of the pending state court Measure E actions. On December 23, 2009, the federal court abstained and declined to accept jurisdiction over the Company's case, holding that Measure E raised unique state issues that should be resolved by the pending state court litigation, and granted the motions to dismiss. The Company appealed this ruling and on September 23, 2011, the Ninth Circuit Court of Appeals reversed the district court's decision. On remand, the district court held a hearing on January 11, 2012 regarding the intervenors' alternative grounds for abstention or dismissal. The court requested supplemental briefing on one issue to be completed by early February 2012 and indicated it would rule promptly thereafter.

Individual members of SPRAWLDEF were also plaintiffs in a lawsuit filed in the Solano County Superior Court on October 13, 2005, captioned *Protect the Marsh, et al. v. County of Solano, et al.*, challenging the EIR that Solano County certified in connection with its approval of the expansion of the Potrero Hills Landfill on September 13, 2005. A motion to discharge the Superior Court's writ of mandate directing the County to vacate and set aside its certification of the EIR was heard in August 2009. On November 3, 2009, the Superior Court upheld the County's certification of the EIR and the related permit approval actions. In response, the plaintiffs in *Protect the Marsh* filed a notice of appeal to the court's order on December 31, 2009. On October 8, 2010, the California Court of Appeal dismissed Plaintiffs' appeal for lack of standing. SPRAWLDEF subsequently filed a petition for review of this decision with the California Supreme Court. On December 21, 2010, the Supreme Court denied the petition, concluding this litigation in favor of the County and the Company.

SPRAWLDEF additionally filed a lawsuit seeking a writ of mandate in Sacramento County Superior Court on August 20, 2009, captioned *SPRAWLDEF v. California Integrated Waste Management Board ("CIWMB")*, *County of Solano, et al.*, challenging a CIWMB decision to dismiss SPRAWLDEF's administrative appeal to the CIWMB seeking to set aside a 2006 solid waste facilities permit issued to Potrero Hills Landfill by the Solano County Local Enforcement Agency. The case names the Company and PHLF as real parties in interest. The appeal was dismissed by the CIWMB for failure to raise a substantial issue. The 2006 facilities permit authorizes operational modifications and enhanced environmental control measures. The case was tried in Sacramento County Superior Court in October 2010, and the Superior Court rejected all of SPRAWLDEF's claims and ordered the writ petition dismissed. SPRAWLDEF appealed the dismissal to the Third District Court of Appeal. The case has been fully briefed and a notification of oral argument and decision from the Court of Appeal are pending. While the Company believes that

## Waste Connections of California, Inc. Complete Litigation History

the respondent agencies will prevail in this case, in the unlikely event that the 2006 permit was set aside, PHLF would revert to operating the Potrero Hills Landfill under the site's 1996 solid waste facilities permit.

On December 17, 2010, SPRAWLDEF and one its members filed a petition for writ of mandate in San Francisco Superior Court seeking to overturn the October 2010 approval of the marsh development permit issued by the San Francisco Bay Conservation and Development Commission ("BCDC") for PHLF's landfill expansion, alleging that the approval is contrary to the Marsh Act and Measure E. The petition, captioned SPRAWLDEF v. San Francisco Bay Conservation and Development Commission, names BCDC as a respondent and the Company as the real party in interest. Petitioners seek a declaration that the law does not allow BCDC to approve a marsh development permit beyond the footprint and operational levels originally approved for PHLF in 1984, and that the approval violates Measure E. BCDC has prepared the administrative record for its permit decision and the parties have stipulated to a briefing schedule that will be completed by February 7, 2012. A hearing date has been set for February 23, 2012. At this point the Company is not able to determine the likelihood of any outcome in this matter.

On June 10, 2011, June Guidotti, a property owner adjacent to PHLF, and SPRAWLDEF and one of its members, each filed administrative petitions for review with the State Water Resources Control Board ("State Board") seeking to overturn a May 11, 2011 Order No. 2166-(a) approving waste discharge requirements issued by the San Francisco Bay Regional Water Quality Control Board ("Regional Board") for PHLF's landfill expansion, alleging that the order is contrary to the State Board's Title 27 regulations authorizing waste discharge requirements for landfills, and in the case of the SPRAWLDEF petition, further alleging that the Regional Board's issuance of a Clean Water Act section 401 certification is not supported by an adequate alternatives analysis as required by the federal Clean Water Act. The Regional Board is preparing the administrative record of its decision to issue Order 2166-(a) to be filed with the State Board as well as its response to the petitions for review. It is anticipated that the Regional Board will vigorously defend its actions and seek dismissal of the petitions for review. A hearing date has not yet been set on either petition, and the State Board has held both the Guidotti and SPRAWLDEF petitions in abeyance at the petitioners' requests. At this point the Company is not able to determine the likelihood of any outcome in this matter.

If as a result of any of the matters described above, after exhausting all appeals, PHLF is unable to secure an expansion permit, and the Superior Court's writ of mandamus enforcing Measure E as rewritten is ultimately upheld, the Company estimates that it would be required to recognize a pre-tax impairment charge of approximately \$42,000 to reduce the carrying value of PHLF to its estimated fair value, in addition to the approximately \$5,000 annual impact to its pre-tax earnings described above. If PHLF is unable to secure an expansion permit but Measure E is ultimately ruled to be unenforceable, the Company estimates that it would be required to recognize a pre-tax impairment charge of approximately \$30,000 to reduce the carrying value of PHLF to its estimated fair value.

### Colonie, New York Landfill Privatization Litigation

One of the Company's wholly-owned subsidiaries, Capital Region Landfills, Inc. ("CRL") and the Town of Colonie, New York ("Colonie"), entered into a Solid Waste Facility Operating Agreement, dated August 4, 2011 ("Agreement"). CRL was selected to operate the Town's solid waste management operations, which include a landfill, pursuant to a request for proposals initiated by Colonie pursuant to New York State General Municipal Law ("GML") section 120-w. CRL commenced operating the Town's solid waste management operations pursuant to the Agreement on September 19, 2011. By notice of petition and petition, dated September 29, 2011, filed in New York State Supreme Court for the County of Albany, seven individuals commenced a proceeding pursuant to Article 78 of the New York State Civil Practice Law and Rules ("CPLR") against Colonie, its Town Board and its Supervisor, Paula A. Mahan ("Town Respondents"). The case is captioned, *Connors, et al. v. Town of Colonie, et al.*, Index No. 006312/2011 (Sup. Ct., Albany Co.). The Petitioners are: Michael Connors, II, Anna M. Denney, Derrick D. Denney, Kirk E. Denney, Amy Steenburgh, Brian D. Steenburgh and Mary Lou Swatling. On October 17, 2011, an amended petition, dated October 11, 2011, was served on the Town, naming CRL and the Company as additional Respondents. The petition alleges that the Petitioners are residents of Colonie, and own or reside on property abutting or in close proximity to the landfill, or which is affected by the Agreement. Petitioners claim that the Agreement is the functional equivalent of a lease and therefore should be subject to the permissive referendum requirements of New York State Town Law ("Town Law") sections 64(2) and 90. The petition, as amended, asserts that Respondents failed, within ten days of the Town Board's adoption of a July 28, 2011 resolution authorizing Colonie to enter into the Agreement with CRL, to post and publish notice setting forth the date of adoption of the resolution, an abstract of the Town Board's action and a statement that the resolution was adopted subject to a permissive referendum. Petitioners seek judgment (i) annulling

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and setting aside the resolution, (ii) declaring the Agreement invalid, unlawful and unenforceable, (iii) restraining and enjoining Respondents from attempting to enforce the resolution or the Agreement, and (iv) awarding Petitioners costs, disbursements and attorneys' fees incurred in connection with this proceeding; and such other and further relief as the Court deems just and proper.

On October 31, 2011 and November 2, 2011, the Town Respondents, CRL and the Company filed motions to dismiss on various procedural and substantive grounds. On November 3, 2011, Petitioners filed an opposition to the motions to dismiss and cross-moved to file a second amended petition seeking to add the Town Clerk and the unions as Respondents. No more filings are expected prior to a ruling on the motions to dismiss and cross-motion.

At this stage, the Company is not able to determine the likelihood of any outcome in this matter. If, however, as a result of this litigation, after the parties have exhausted all appeals, the Agreement is nullified and CRL is unable to continue to operate Colonie's solid waste management operations, the Agreement requires Colonie to repay to CRL an amount equal to a prorated amount of \$23,000 of the initial payment made by CRL to Colonie plus the amount of any capital that CRL has invested in the Colonie Landfill. The prorated amount owed to CRL by Colonie would be calculated by dividing the \$23,000 plus the amount of invested capital by the number of years of remaining airspace at the Colonie Landfill, as measured from the effective date of the Agreement, and then multiplying the result by the number of years of remaining airspace at the Colonie Landfill, as measured from the date the Agreement is nullified. Furthermore, if the Agreement is nullified as a result of the litigation, Colonie would resume responsibility for all final capping, closure and post-closure liabilities for the Colonie Landfill.

### **2010 (Annual Report on Form 10-K)**

#### Chaparral, New Mexico Landfill Permit Litigation

The Company's subsidiary, High Desert Solid Waste Facility, Inc. (formerly known as Rhino Solid Waste, Inc.) ("HDSWF"), owns undeveloped property in Chaparral, New Mexico, for which it sought a permit to operate a municipal solid waste landfill. After a public hearing, the New Mexico Environment Department (the "Department") approved the permit for the facility on January 30, 2002. Colonias Development Council ("CDC"), a nonprofit organization, opposed the permit at the public hearing and appealed the Department's decision to the courts of New Mexico, primarily on the grounds that the Department failed to consider the social impact of the landfill on the community of Chaparral, and failed to consider regional planning issues. On July 18, 2005, in *Colonias Dev. Council v. Rhino Env'tl. Servs., Inc. (In re Rhino Env'tl. Servs.)*, 2005 NMSC 24, 117 P.3d 939, the New Mexico Supreme Court remanded the matter back to the Department to conduct a limited public hearing on certain evidence that CDC claimed was wrongfully excluded from consideration by the hearing officer, and to allow the Department to reconsider the evidence already proffered concerning the impact of the landfill on the surrounding community's quality of life. In July 2007, the Department, CDC, the Company and Otero County signed a stipulation requesting a postponement of the limited public hearing to allow the Company time to explore a possible relocation of the landfill to a new site. Since 2007, the Department has issued several postponements orders for the limited public hearing, currently scheduled for November 2011, as HDSWF has continued to evaluate the suitability of a new site. In July 2009, HDSWF purchased approximately 325 acres of undeveloped land comprising a proposed new site from the State of New Mexico. HDSWF filed a formal landfill permit application for the new site with the Department on September 17, 2010, and the Department is evaluating that application. If the Department denies the landfill permit application for the new site, HDSWF will actively resume its efforts to enforce the previously issued landfill permit for the original site in Chaparral. At December 31, 2010, the Company had \$11,618 of capitalized expenditures related to this landfill development project. If the Company is ultimately issued a permit to operate the landfill at the new site purchased in July 2009, the Company will be required to expense in a future period \$10,318 of capitalized expenditures related to the original Chaparral property, less the recoverable value of that undeveloped property and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period. If the Company instead is ultimately issued a permit to operate the landfill at the original Chaparral property, the Company will be required to expense in a future period \$1,300 of capitalized expenditures related to the new site purchased in July 2009, less the recoverable value of that undeveloped property and other amounts recovered. If the Company is not ultimately issued a permit to operate the landfill at either one of the two sites, the Company will be required to expense in a future period the \$11,618 of capitalized expenditures, less the recoverable value of the undeveloped properties and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period.

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### Harper County, Kansas Landfill Permit Litigation

The Company opened a municipal solid waste landfill in Harper County, Kansas in January 2006, following the issuance by the Kansas Department of Health and Environment (“KDHE”) of a final permit to operate the landfill. The landfill has operated continuously since that time. On October 3, 2005, landfill opponents filed a suit (*Board of Comm’rs of Sumner County, Kansas, Tri-County Concerned Citizens and Dalton Holland v. Roderick Bremby, Sec’y of the Kansas Dep’t of Health and Env’t, et al.*) in the District Court of Shawnee County, Kansas, seeking a judicial review of KDHE’s decision to issue the permit, alleging that a site analysis prepared for the Company and submitted to KDHE as part of the process leading to the issuance of the permit was deficient in several respects. The action sought to stay the effectiveness of the permit and to nullify it. The Company intervened in this lawsuit shortly after it was filed. On April 7, 2006, the District Court issued an order denying the plaintiffs’ request for judicial review on the grounds that they lacked standing to bring the action. The plaintiffs appealed that decision to the Kansas Court of Appeals, and on October 12, 2007, the Court of Appeals issued an opinion reversing and remanding the District Court’s decision. The Company appealed the decision to the Kansas Supreme Court, and on July 25, 2008, the Supreme Court affirmed the decision of the Court of Appeals and remanded the case to the District Court for further proceedings on the merits. Plaintiffs filed a second amended petition on October 22, 2008, and the Company filed a motion to strike various allegations contained within the second amended petition. On July 2, 2009, the District Court granted in part and denied in part the Company’s motion to strike. The District Court also set a new briefing schedule, and the parties completed the briefing during the first half of 2010. Oral argument in the case occurred on September 27, 2010. There is no scheduled time limit within which the District Court has to decide this administrative appeal. While the Company believes that it will prevail in this case, the District Court could remand the matter back to KDHE for additional review of its decision or could revoke the permit. An order of remand to KDHE would not necessarily affect the Company’s continued operation of the landfill. Only in the event that a final, materially adverse determination with respect to the permit is received would there likely be a material adverse effect on the Company’s reported results of operations in the future. If as a result of this litigation, after exhausting all appeals, the Company was unable to continue to operate the landfill, the Company estimates that it would be required to record a pre-tax impairment charge of approximately \$15,000 to reduce the carrying value of the landfill to its estimated fair value. In addition, the Company estimates the current annual impact to its pre-tax earnings that would result if it was unable to continue to operate the landfill would be approximately \$4,000 per year.

### El Paso, Texas Labor Union Disputes

One of the Company’s subsidiaries, El Paso Disposal, LP (“EPD”), is a party to administrative proceedings before the National Labor Relations Board (“NLRB”). In these proceedings, the union has alleged various unfair labor practices relating to the parties’ failure to reach agreement on initial labor contracts and the resultant strike by, and the replacement of and a failure to recall, union-represented employees. On April 29, 2009, following a hearing, an administrative law judge issued a recommended Decision and Order finding violations of the National Labor Relations Act by EPD and recommended to the NLRB that EPD take remedial actions, including reinstating certain employees and their previous terms and conditions of employment, refraining from certain conduct, continuing to bargain collectively and providing a “make whole” remedy. EPD filed exceptions to the administrative law judge’s recommendations on June 30, 2009. The matter is currently before the NLRB on review. On July 27, 2009, the NLRB’s regional office in Phoenix, Arizona filed a petition in the United States District Court for the Western District of Texas seeking an injunction to reinstate the replaced employees, order EPD to continue collective bargaining while the NLRB’s review is pending, and to refrain from further alleged unfair labor practices. A hearing on the injunction was held on August 19, 2009; and on October 30, 2009, the District Court granted the NLRB’s requested relief. EPD appealed the District Court’s order to the United States Court of Appeals for the Fifth Circuit, and a hearing on the appeal occurred on August 2, 2010. On November 4, 2010, the Fifth Circuit affirmed the District Court’s injunction order.

Several related unfair labor practice charges alleging failure to bargain and failure to appropriately recall union-represented employees subsequently were filed against EPD. The charges were heard by an administrative law judge during the week of August 24, 2009. On December 2, 2009, the administrative law judge issued a recommended Decision and Order granting part of the NLRB’s requested relief, while denying part, but the issues were effectively subsumed by the District Court’s injunction. Both EPD and the NLRB’s General Counsel filed exceptions to the administrative law judge’s recommendations with the NLRB. These exceptions also are currently under review by the NLRB.

## Waste Connections of California, Inc. Complete Litigation History

On January 22, 2010 and March 5, 2010, the union filed new unfair labor practice charges against EPD concerning events relating to the ongoing contract negotiation process. On May 28, 2010, the NLRB issued a complaint against EPD alleging unfair labor practices, including alleged unlawful threats and coercive statements, refusal to provide striking employees with full and unconditional reinstatement, reduction of earning opportunities for striking employees, implementation of new routes for drivers, implementation of a new longevity bonus plan, use of video footage captured by surveillance camera to discipline employees, change to the driver training program, change to the uniform practice and bargaining proposals that were “predictably unacceptable” to the union. EPD filed an answer denying any wrongdoing. Further, EPD believes it has resolved many of these allegations through negotiations with the union. A hearing on this complaint was scheduled for November 2, 2010, but subsequently was postponed indefinitely by the NLRB as a result of a pending comprehensive settlement of outstanding matters between EPD and the union that is more fully described below.

Most recently, on June 11, 2010, June 24, 2010, and June 30, 2010, the union filed new unfair labor practice charges alleging that EPD has unlawfully failed to provide relevant information requested by the union, and unilaterally changed terms and working conditions of employment (by unspecified acts) resulting in a reduced size of the bargaining unit, implementing new work schedules, suspending an employee with pay due to an accident, reassigning and/or changing work assignments among bargaining unit employees and intimidating and coercing employees by suspending strikers involved in accidents and by following drivers excessively while performing their duties. The NLRB included these new allegations in its complaint to be heard on November 2, 2010, which was postponed indefinitely by the NLRB because of the pending comprehensive settlement between EPD and the union.

On August 10, 2010, the NLRB filed a petition for contempt and other civil relief before the United States District Court for the Western District of Texas, alleging that EPD violated the District Court’s October 30, 2009 injunction order by failing or refusing to implement the interim relief directed by the court (e.g., to restore changed employment terms, reinstate former strikers to their prior positions, and not commit future purported unfair labor practices). EPD filed an answer denying any wrongdoing. A hearing on the NLRB’s petition was scheduled for November 10, 2010, but was postponed indefinitely by the NLRB because of the pending comprehensive settlement between EPD and the union.

In December, 2010, the union ratified a comprehensive settlement reached with EPD as to all outstanding unfair labor practice charges and related liability issues. The settlement has resulted in the indefinite postponement of the NLRB and District Court proceedings described above, pending final administration of the settlement terms. The settlement includes: agreement on collective bargaining agreements for the two EPD bargaining units; withdrawal by the union of all of its unfair labor practice charges; and the payment by EPD of 60% of net back pay, without interest, for all alleged discriminatees for the back pay period in question, which ended in 2009. Any disputes regarding the amount of back pay owed will be determined through arbitration. As part of the settlement, EPD denies that any wrongdoing occurred. The parties have begun to implement the settlement terms, pursuant to which, in December 2010, the union filed a request with the NLRB to withdraw all of its unfair labor practice charges. This request currently is pending before the NLRB regional office in Phoenix, but has not yet been approved. Thus, the pending comprehensive settlement is not yet final.

### Solano County, California Measure E/Landfill Expansion Litigation

The Company and Potrero Hills Landfill, Inc. (“PHLF”), which the Company purchased from Republic Services, Inc. in April 2009, were named as real parties in interest in an amended complaint captioned *Sustainability, Parks, Recycling and Wildlife Legal Defense Fund v. County of Solano*, which was filed in the Superior Court of California, County of Solano, on July 9, 2009 (the original complaint was filed on June 12, 2009). This lawsuit seeks to compel Solano County to comply with Measure E, a ballot initiative and County ordinance passed in 1984 that the County has not enforced against PHLF since at least 1992. Measure E directs in part that Solano County shall not allow the importation into the County of any solid waste which originated or was collected outside the County in excess of 95,000 tons per year. PHLF disposes of approximately 670,800 tons of solid waste annually, approximately 562,300 tons of which originate from sources outside of Solano County. The Sustainability, Parks, Recycling and Wildlife Legal Defense Fund (“SPRAWLDEF”) lawsuit also seeks to overturn Solano County’s approval of the use permit for the expansion of the Potrero Hills Landfill and the related Environmental Impact Report (“EIR”), arguing that both violate Measure E and that the EIR violates the California Environmental Quality Act (“CEQA”). Two similar actions seeking to enforce Measure E, captioned *Northern California Recycling Association v. County of Solano* and *Sierra*

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*Club v. County of Solano*, were filed in the same court on June 10, 2009, and August 10, 2009, respectively. The Northern California Recycling Association (“NCRA”) case does not name the Company or any of its subsidiaries as parties and does not contain any CEQA claims. The Sierra Club case names PHLF as a real party in interest, and seeks to overturn the conditional use permit for the expansion of the landfill on Measure E grounds (but does not raise CEQA claims). These lawsuits follow a previous lawsuit concerning Measure E that NCRA filed against PHLF in the same court on July 22, 2008, prior to the Company’s acquisition of PHLF, but which NCRA later dismissed.

In December 2009, the Company and PHLF filed briefs vigorously opposing enforcement of Measure E on Constitutional and other grounds. The Company’s position is supported by Solano County, a co-defendant in the Measure E litigation. It is also supported by the Attorney General of the State of California, the National Solid Wastes Management Association and the California Refuse Recycling Council, each of which filed supporting friend of court briefs or letters. In addition, numerous waste hauling companies in California, Oregon and Nevada have intervened on the Company’s side in the state cases, subsequent to their participation in the federal action challenging Measure E discussed below. A hearing on the merits for all three Measure E state cases was held on February 18, 2010.

On May 12, 2010, the Solano County Superior Court issued a written opinion addressing all three cases. The Court upheld Measure E in part by judicially rewriting the law, and then issued a writ of mandamus directing Solano County to enforce Measure E as rewritten. The Court decided that it could cure the law’s discrimination against out-of-county waste by revising Measure E to only limit the importation of waste into Solano County from other counties in California, but not from other states. In the same opinion, the Court rejected the requests from petitioners in the cases for a writ of administrative mandamus to overturn the permit approved by Solano County in June 2009 for the expansion of PHLF’s landfill, thereby leaving the expansion permit in place. Petitioners Sierra Club and SPRAWLDEF filed motions to reconsider in which they asked the Court to issue a writ of administrative mandamus and void PHLF’s expansion permit. The County, the Company and PHLF opposed the motions to reconsider and a hearing was held on June 25, 2010. On August 30, 2010, the Court denied the motions to reconsider and reaffirmed its ruling denying the petitions for writs to overturn PHLF’s expansion permit. In December 2010, the Court entered final judgments and writs of mandamus in the three cases, and Solano County, the Company, PHLF and the waste hauling company intervenors filed notices of appeal, which stayed the judgments and writs pending the outcome of the appeal. Petitioners Sierra Club and SPRAWLDEF cross-appealed the Court’s ruling denying their petitions for writs to overturn PHLF’s expansion permit. The cases have been docketed with the California Court of Appeal, First Appellate District, and the opening brief of the Company and its co-appellants is due on February 25, 2011.

As part of the final judgments, the Solano County Superior Court retained jurisdiction over any motions for attorneys’ fees under California’s Private Attorney General statute. Petitioners NCRA, SPRAWLDEF and Sierra Club have each filed a bill of costs and a motion for attorney fees totaling \$771, none of which the Company has recorded as a liability at December 31, 2010. The motions are scheduled to be heard in March 2011 and the Company intends to oppose them on various grounds. If the Company prevails on the appeals of the three underlying cases, then none of the Petitioners would be entitled to attorneys’ fees and costs. If the Company is unsuccessful on appeal and the Superior Court determines that the petitioners are entitled to attorneys’ fees and costs, the Company, PHLF and the County could appeal the attorneys’ fee judgment but ultimately would be jointly and severally liable for any such award in the SPRAWLDEF and Sierra Club cases. Because the Company and PHLF are not parties to the NCRA case, they are not subject to a court order for NCRA’s attorney fees. However, in all three cases, the Company may reimburse the County for any such attorneys’ fees under the indemnification provision in PHLF’s land use permit.

At this point the Company is not able to determine the likelihood of any outcome in this matter. However, in the event that after all appeals are exhausted the Superior Court’s writ of mandamus enforcing Measure E as rewritten is upheld, the Company estimates that the current annual impact to its pre-tax earnings resulting from the restriction on imports into Solano County would be approximately \$6,000 per year. The Company’s estimate could be impacted by various factors, including the County’s allocation of the 95,000 tons per year import restriction among PHLF and the other disposal and composting facilities in Solano County. In addition, if the final rulings on Measure E do not limit the importation of waste into Solano County from other states, the Company could potentially offset a portion of the estimated reduction to its pre-tax earnings by internalizing waste for disposal at PHLF from other states in which the Company operates, or by accepting waste volumes from third party haulers operating outside of California.

In response to the pending three state court actions to enforce Measure E described above, the Company, PHLF and other waste hauling companies in California, Oregon and Nevada that are damaged by Measure E and would be further

## Waste Connections of California, Inc. Complete Litigation History

damaged if Measure E was enforced, filed a federal lawsuit to enjoin Measure E and have it declared unconstitutional. On September 8, 2009, the coalition brought suit in the United States District Court for the Eastern District of California in Sacramento challenging Measure E under the Commerce Clause of the United States Constitution, captioned *Potrero Hills Landfill, Inc. et al. v. County of Solano*. In response, SPRAWLDEF, Sierra Club and NCRA intervened in the federal case to defend Measure E and filed motions to dismiss the federal suit, or in the alternative, for the court to abstain from hearing the case in light of the pending state court Measure E actions. On December 23, 2009, the federal court abstained and declined to accept jurisdiction over the Company's case, holding that Measure E raised unique state issues that should be resolved by the pending state court litigation, and granted the motions to dismiss. The Company filed a notice of appeal to the court's ruling on January 22, 2010, and briefing in the United States Court of Appeals for the Ninth Circuit was completed on November 17, 2010.

Individual members of SPRAWLDEF were also plaintiffs in a lawsuit filed in the Solano County Superior Court on October 13, 2005, captioned *Protect the Marsh, et al. v. County of Solano, et al.*, challenging the EIR that Solano County certified in connection with its approval of the expansion of the Potrero Hills Landfill on September 13, 2005. A motion to discharge the Superior Court's writ of mandate directing the County to vacate and set aside its certification of the EIR was heard in August 2009. On November 3, 2009, the Superior Court upheld the County's certification of the EIR and the related permit approval actions. In response, the plaintiffs in *Protect the Marsh* filed a notice of appeal to the court's order on December 31, 2009. On October 8, 2010, the California Court of Appeal dismissed Plaintiffs' appeal for lack of standing. SPRAWLDEF subsequently filed a petition for review of this decision with the California Supreme Court. On December 21, 2010, the Supreme Court denied the petition, concluding this litigation in favor of the County and the Company.

On December 17, 2010, SPRAWLDEF and one its members filed a petition for writ of mandate in San Francisco Superior Court seeking to overturn the October 2010 approval of the marsh development permit issued by the San Francisco Bay Conservation and Development Commission ("BCDC") for PHLF's landfill expansion, alleging that the approval is contrary to the Marsh Act and Measure E. The petition, captioned *SPRAWLDEF v. San Francisco Bay Conservation and Development Commission*, names BCDC as a respondent and the Company as the real party in interest. Petitioners seek a declaration that the law does not allow BCDC to approve a marsh development permit beyond the footprint and operational levels originally approved for PHLF in 1984, and that the approval violates Measure E. BCDC is preparing the administrative record of its permit decision to be filed with the court and answers to the petition will be due 30 days thereafter. A hearing has not yet been set on the petition. At this point the Company is not able to determine the likelihood of any outcome in this matter.

If as a result of any of the matters described above, after exhausting all appeals, PHLF is unable to secure an expansion permit, and the Superior Court's writ of mandamus enforcing Measure E as rewritten is ultimately upheld, the Company estimates that it would be required to recognize a pre-tax impairment charge of approximately \$39,000 to reduce the carrying value of PHLF to its estimated fair value. If PHLF is unable to secure an expansion permit but Measure E is ultimately ruled to be unenforceable, the Company estimates that it would be required to recognize a pre-tax impairment charge of approximately \$24,000 to reduce the carrying value of PHLF to its estimated fair value.

### El Paso, Texas Breach of Contract/Flow Control Litigation

On November 15, 2010, the Company filed a petition in the County Court at Law, El Paso County, Texas, captioned *Waste Connections, Inc., Camino Real Environmental Center, Inc. and El Paso Disposal, LP v. The City of El Paso, Texas, John F. Cook, in his capacity as El Paso Mayor, and Joyce Wilson, in her capacity as El Paso City Manager* (No. 2010-4476). The action relates to that certain Solid Waste Disposal and Operating Agreement, dated April 27, 2004, by and among the City of El Paso, Texas (the "City") and the Company (the "2004 Agreement"), and Ordinance 017380, as adopted by the City Council on August 24, 2010 (the "Ordinance").

The 2004 Agreement grants the Company and its subsidiaries (Camino Real and El Paso Disposal) the non-exclusive right to do business in the City for a period of ten years and to provide commercial and industrial solid waste collection and disposal services to customers within the territorial and extra-territorial jurisdiction of the City for a period of ten years. In addition, the 2004 Agreement provides that during the ten-year period the City shall not modify solid waste hauler fees for the Company or any of its subsidiaries. The City also agreed in the 2004 Agreement that, until April 27, 2014, it would not provide private roll-off services or otherwise become a competitor to private solid waste companies in providing these services.

## Waste Connections of California, Inc. Complete Litigation History

The Company believes that the Ordinance violates the law and is contrary to the 2004 Agreement in numerous respects, including because it requires that waste collected within the City's jurisdiction be hauled only by permitted haulers who enter into franchise agreements with the City, and that such haulers may only dispose of such waste at facilities designated or authorized by the City. The petition seeks to require the City to specifically perform the 2004 Agreement, and to enjoin temporarily and permanently the City's enforcement of the Ordinance to the extent such enforcement would breach the 2004 Agreement. The lawsuit also seeks a declaratory judgment that: (1) the Ordinance violates the Contracts Clauses of the Texas and United States Constitutions, and constitutes an improper taking and an inverse condemnation under the Texas Constitution; (2) the City and its Mayor and City Manager must prospectively comply with the 2004 Agreement; and (3) the Agreement is valid, enforceable and complies with Texas law. The Company also seeks costs of suit and such other relief at law or in equity to which it may be entitled. The Company is not presently seeking money damages.

The Company and the City have been negotiating, and continue to negotiate, an agreed resolution to their differences. As a result of these efforts, on December 21, 2010, the El Paso City Council approved a series of amendments to the Ordinance to address certain concerns of the Company and other haulers that operate within the City's jurisdiction. Among other things, the amendment postponed from January 1, 2011 until April 4, 2011 the requirement that haulers enter into franchise agreements with the City. At this point, however, the Company is not able to determine the likelihood of any outcome in this litigation, nor is it able to estimate the amount or range of loss or the impact on the Company or its financial condition in the event of an unfavorable outcome.

### **2009 (Annual Report on Form 10-K)**

#### Chaparral, New Mexico Landfill Permit Litigation

The Company's subsidiary, High Desert Solid Waste Facility, Inc. (formerly known as Rhino Solid Waste, Inc.) ("HDSWF"), owns undeveloped property in Chaparral, New Mexico, for which it sought a permit to operate a municipal solid waste landfill. After a public hearing, the New Mexico Environment Department (the "Department") approved the permit for the facility on January 30, 2002. Colonias Development Council ("CDC"), a nonprofit organization, opposed the permit at the public hearing and appealed the Department's decision to the courts of New Mexico, primarily on the grounds that the Department failed to consider the social impact of the landfill on the community of Chaparral, and failed to consider regional planning issues. On July 18, 2005, in *Colonias Dev. Council v. Rhino Envtl. Servs., Inc. (In re Rhino Envtl. Servs.)*, 2005 NMSC 24, 117 P.3d 939, the New Mexico Supreme Court remanded the matter back to the Department to conduct a limited public hearing on certain evidence that CDC claims was wrongfully excluded from consideration by the hearing officer, and to allow the Department to reconsider the evidence already proffered concerning the impact of the landfill on the surrounding community's quality of life. The parties have agreed to postpone the hearing until November 2010 at the earliest to allow the Company time to explore a possible relocation of the landfill to the approximately 325 acres of undeveloped land HDSWF purchased from the State of New Mexico in July 2009. HDSWF expects to file a formal landfill permit application in early 2010 with the Department in an effort to relocate the landfill to that property. At December 31, 2009, the Company had \$11,337 of capitalized expenditures related to this landfill development project. If the Company is not ultimately issued a permit to operate the landfill, the Company will be required to expense in a future period the \$11,337 of capitalized expenditures, less the recoverable value of the undeveloped property and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period.

#### Harper County, Kansas Landfill Permit Litigation

The Company opened a municipal solid waste landfill in Harper County, Kansas in January 2006, following the issuance by the Kansas Department of Health and Environment ("KDHE") of a final permit to operate the landfill. The landfill has operated continuously since that time. On October 3, 2005, landfill opponents filed a suit (*Board of Comm'rs of Sumner County, Kansas, Tri-County Concerned Citizens and Dalton Holland v. Roderick Bremby, Sec'y of the Kansas Dep't of Health and Env't, et al.*) in the District Court of Shawnee County, Kansas, seeking a judicial review of KDHE's decision to issue the permit, alleging that a site analysis prepared for the Company and submitted to the KDHE as part of the process leading to the issuance of the permit was deficient in several respects. The action sought to stay the effectiveness of the permit and to nullify it. On April 7, 2006, the District Court issued an order denying the plaintiffs' request for judicial review on the grounds that they lacked standing to bring the action. The plaintiffs appealed this decision to the Kansas Court of Appeals, and on October 12, 2007, the Court of Appeals issued

## Waste Connections of California, Inc. Complete Litigation History

an opinion reversing and remanding the District Court's decision. The Company appealed the decision to the Kansas Supreme Court, and on July 25, 2008, the Supreme Court affirmed the decision of the Court of Appeals and remanded the case to the District Court for further proceedings on the merits. Plaintiffs filed a second amended petition on October 22, 2008, and the Company filed a motion to strike various allegations contained within the second amended petition. On July 2, 2009, the District Court granted in part and denied in part the Company's motion to strike. The District Court has also set a new briefing schedule, and it is anticipated that the briefing will be completed during the first half of 2010. While the Company believes that it will prevail in this case, the District Court could remand the matter back to KDHE for additional review of its decision or could revoke the permit. An order of remand to KDHE would not necessarily affect the Company's continued operation of the landfill. Only in the event that a final adverse determination with respect to the permit is received would there likely be a material adverse effect on the Company's reported results of operations in the future. The Company cannot estimate the amount of any such material adverse effect.

### Waste Connections of California, Inc. FLSA Litigation

On January 15, 2009, a complaint captioned *Heath Belcher and Denessa Arguello v. Waste Connections, Inc., and Waste Connections of California, Inc.* was filed in the United States District Court for the Eastern District of California, naming the Company and its subsidiary, Waste Connections of California, Inc., as defendants. The complaint alleges violations under the Fair Labor Standards Act related to overtime compensation, and alleges violations under California labor laws related to overtime compensation, unpaid wages, meal and rest breaks, and wage statements. The complaint also alleges violations under the California Unfair Competition Law based on the foregoing alleged violations. The complaint seeks class certification and various forms of relief, including declaratory judgment, statutory penalties, unpaid back wages, liquidated damages, restitution, interest, and attorneys' fees and costs. The Company has responded to the complaint and has contested liability. Following discovery, the named plaintiffs elected to negotiate a settlement of their claims rather than move the court for class certification. As a result, the two named plaintiffs, as well as five additional individuals who had filed consents to join the litigation, executed individual Settlement Approval and Release Forms. On February 8, 2010, the parties' counsel executed a Stipulation for Settlement and Dismissal and filed a Stipulation and Proposed Order for Dismissal with Prejudice with the court. The Company anticipates that the court will enter its final judgment of dismissal by the end of the first quarter of 2010.

### El Paso, Texas Labor Union Disputes

One of the Company's subsidiaries, El Paso Disposal, LP ("EPD"), is a party to administrative proceedings before the National Labor Relations Board ("NLRB"). In these proceedings, the union has alleged various unfair labor practices relating to the failure to reach agreement on first contracts and the resultant strike by, and the replacement of and a failure to recall, previous employees. On April 29, 2009, following a hearing, an administrative law judge issued a recommended Decision and Order finding violations of the National Labor Relations Act by EPD and recommended to the NLRB that EPD take remedial actions, including such things as reinstating certain employees and their previous terms and conditions of employment, refraining from certain conduct, returning to the bargaining table and providing a "make whole" remedy. EPD filed exceptions to the administrative law judge's recommendations on June 30, 2009. Thereafter, the parties exchanged answers and response briefs, and the matter is currently on appeal to the NLRB. On July 27, 2009, the NLRB's regional office in Phoenix, Arizona filed a petition in federal court seeking an injunction to reinstate the previous employees and order the parties to return to bargaining while the appeal is pending. The hearing on the injunction was held on August 19, 2009, and on October 30, 2009, the court granted the requested relief. EPD has appealed the court's order to the Fifth Circuit Court of Appeals. Several related unfair labor practice charges alleging failure to bargain and improper recall were subsequently filed against EPD. The charges were heard by an administrative law judge the week of August 24, 2009, and on December 2, 2009, the administrative law judge issued his recommended Decision and Order granting part of the requested relief, while denying part, but the issues were effectively subsumed by the interim injunction. Both parties filed exceptions to the judge's recommendations, exchanged answers and response briefs, and that matter is also currently on appeal to the NLRB. On January 22, 2010, the union filed new unfair labor practice charges concerning events relating to the ongoing contract negotiations process. EPD is currently reviewing the allegations and intends to continue to defend these proceedings vigorously. At this point, the Company is unable to determine the likelihood of any outcome in this matter, nor is it able to estimate the amount or range of loss or the impact on the Company or its financial condition in the event of an unfavorable outcome.

## Waste Connections of California, Inc. Complete Litigation History

### Solano County, California Measure E/Landfill Expansion Litigation

The Company and Potrero Hills Landfill, Inc. (“PHLF”), which the Company purchased from Republic Services, Inc. in April 2009, were named as real parties in interest in an amended complaint captioned *Sustainability, Parks, Recycling and Wildlife Legal Defense Fund [SPRAWLDEF] v. County of Solano, Board of Supervisors for the County of Solano*, which was filed in the Superior Court of California, County of Solano, on July 9, 2009 (the original complaint was filed on June 12, 2009). This lawsuit seeks to compel the County of Solano to comply with Measure E, a ballot initiative and County ordinance passed in 1984 that the County has not enforced against PHLF for at least 18 years. Measure E directs in part that the County of Solano shall not allow the importation into the County of any solid waste which originated or was collected outside the County in excess of 95,000 tons per year. PHLF disposes of approximately 870,000 tons of solid waste annually, approximately 650,000 tons of which originate from sources outside of Solano County. The SPRAWLDEF lawsuit also seeks to overturn Solano County’s approval of the use permit for the expansion of the Potrero Hills Landfill and the related Environmental Impact Report (“EIR”), arguing that both violate Measure E and that the EIR violates the California Environmental Quality Act (“CEQA”). Two similar actions seeking to enforce Measure E, captioned *Northern California Recycling Association v. County of Solano* and *Sierra Club v. County of Solano*, were filed in the same court on June 10, 2009 and August 10, 2009, respectively. The Northern California Recycling Association (“NCRA”) case does not name the Company or any of its subsidiaries as parties and does not contain any CEQA claims. The Sierra Club case names PHLF as a real party in interest, and seeks to overturn the conditional use permit for the expansion of the landfill on Measure E grounds (but does not raise CEQA claims). These complaints follow a previous lawsuit concerning Measure E that NCRA filed against PHLF in the same court on July 22, 2008, prior to the Company’s acquisition of PHLF, but which NCRA later dismissed.

In December 2009, the Company and PHLF filed briefs vigorously opposing enforcement of Measure E on Constitutional and other grounds. The Company’s position is supported by Solano County, a co-defendant, the Attorney General of the State of California, the National Solid Wastes Management Association and the California Refuse Recycling Council, each of which filed supporting friend of court briefs or letters. In addition, numerous waste hauling companies in California, Oregon and Nevada have intervened on the Company’s side in the state cases, subsequent to their participation in the federal action discussed below. All three Measure E state cases were consolidated for a hearing on the merits, which is scheduled to be held in mid-February. At this point, the Company is unable to determine the likelihood of any outcome in this matter, nor is it able to estimate the amount or range of loss or the impact on the Company or its financial condition in the event of an unfavorable outcome.

In response to the pending three state court actions to enforce Measure E described above, the Company, PHLF and other waste hauling companies in California, Oregon and Nevada that are damaged by Measure E and would be further damaged if Measure E was enforced filed a lawsuit to enjoin Measure E and have it declared unconstitutional. On September 8, 2009, the coalition brought suit in the United States District Court for the Eastern District of California in Sacramento challenging Measure E under the Commerce Clause of the United States Constitution, captioned *Potrero Hills Landfill, Inc. et al. v. County of Solano*. In response, SPRAWLDEF, Sierra Club and NCRA intervened in the federal case to defend Measure E and filed motions to dismiss the federal suit, or in the alternative, for the court to abstain from hearing the case in light of the pending state court Measure E actions. On December 23, 2009, the federal court abstained and declined to accept jurisdiction over the Company’s case, holding that Measure E raised unique state issues that should be resolved by the pending state court litigation, and granted the motions to dismiss. The Company filed a notice of appeal to the court’s ruling on January 22, 2010.

Individual members of SPRAWLDEF are also plaintiffs in the pending lawsuit filed in the same court on October 13, 2005, captioned *Protect the Marsh, et al. v. County of Solano, et al.*, challenging the EIR that Solano County certified in connection with its approval of the expansion of the Potrero Hills Landfill on September 13, 2005. A motion to discharge the Superior Court’s writ of mandate directing the County to vacate and set aside its certification of the EIR was heard in August 2009. On November 3, 2009, the Superior Court upheld the County’s certification of the EIR and the related permit approval actions. In response, the plaintiffs in *Protect the Marsh* filed a notice of appeal to the court’s order on December 31, 2009. At this point, the Company is unable to determine the likelihood of any outcome in this matter, nor is it able to estimate the amount or range of loss or the impact on the Company or its financial condition in the event of an unfavorable outcome.

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## Waste Connections of California, Inc. Complete Litigation History

### Chaparral, New Mexico Landfill Permit Litigation

The Company's subsidiary, High Desert Solid Waste Facility, Inc. (formerly known as Rhino Solid Waste, Inc.), owns undeveloped property in Chaparral, New Mexico, for which it sought a permit to operate a municipal solid waste landfill. After a public hearing, the New Mexico Environment Department (the "Department") approved the permit for the facility on January 30, 2002. Colonias Development Council ("CDC"), a nonprofit organization, opposed the permit at the public hearing and appealed the Department's decision to the courts of New Mexico, primarily on the grounds that the Department failed to consider the social impact of the landfill on the community of Chaparral, and failed to consider regional planning issues. On July 18, 2005, in *Colonias Dev. Council v. Rhino Envtl. Servs., Inc. (In re Rhino Envtl. Servs.)*, 2005 NMSC 24, 117 P.3d 939, the New Mexico Supreme Court remanded the matter back to the Department to conduct a limited public hearing on certain evidence that CDC claims was wrongfully excluded from consideration by the hearing officer, and to allow the Department to reconsider the evidence already proffered concerning the impact of the landfill on the surrounding community's quality of life. The parties have agreed to postpone the hearing until November 2009 at the earliest to allow the Company time to explore a possible relocation of the landfill. At December 31, 2008, the Company had \$9,917 of capitalized expenditures related to this landfill development project. If the Company is not ultimately issued a permit to operate the landfill, the Company will be required to expense in a future period the \$9,917 of capitalized expenditures, less the recoverable value of the undeveloped property and other amounts recovered, which would likely have a material adverse effect on the Company's results of operations for that period.

### Harper County, Kansas Landfill Permit Litigation

The Company opened a municipal solid waste landfill in Harper County, Kansas in January 2006, following the issuance by the Kansas Department of Health and Environment ("KDHE") of a final permit to operate the landfill. The landfill has operated continuously since that time. On October 3, 2005, landfill opponents filed a suit (*Board of Comm'rs of Sumner County, Kansas, Tri-County Concerned Citizens and Dalton Holland v. Roderick Bremby, Sec'y of the Kansas Dep't of Health and Env't, et al.*) in the District Court of Shawnee County, Kansas, seeking a judicial review of KDHE's decision to issue the permit, alleging that a site analysis prepared for the Company and submitted to the KDHE as part of the process leading to the issuance of the permit was deficient in several respects. The action sought to stay the effectiveness of the permit and to nullify it. On April 7, 2006, the District Court issued an order denying the plaintiffs' request for judicial review on the grounds that they lacked standing to bring the action. The plaintiffs appealed this decision to the Kansas Court of Appeals, and on October 12, 2007, the Court of Appeals issued an opinion reversing and remanding the District Court's decision. The Company appealed the decision to the Kansas Supreme Court, and on July 25, 2008, the Supreme Court affirmed the decision of the Court of Appeals and remanded the case to the District Court for further proceedings on the merits. Plaintiffs filed a second amended petition on October 22, 2008, and the Company filed a motion to strike various allegations contained within the second amended petition. The motion to strike was heard before the District Court on January 26, 2009, and the Court took the matter under submission. The outcome of the issues raised in the motion will impact the scope of briefing on the ultimate issue before the District Court. It is anticipated that the briefing will be completed during the 2009 calendar year. While the Company believes that it will prevail in this case, the District Court could remand the matter back to KDHE for additional review of its decision or could revoke the permit. An order of remand to KDHE would not necessarily affect the Company's continued operation of the landfill. Only in the event that a final adverse determination with respect to the permit is received would there likely be a material adverse effect on the Company's reported income in the future. The Company cannot estimate the amount of any such material adverse effect.

### Waste Connections, Inc. Derivative Shareholder Actions

On October 25, 2006, a purported shareholder derivative complaint captioned *Travis v. Mittelstaedt, et al.* was filed in the United States District Court for the Eastern District of California, naming certain of the Company's directors and officers as defendants, and naming the Company as a nominal defendant. On January 30, 2007, a similar purported derivative action, captioned *Pierce and Banister v. Mittelstaedt, et al.*, was filed in the same federal court as the *Travis* case. The *Travis* and *Pierce and Banister* cases have been consolidated. The consolidated complaint in the action alleges violations of various federal and California securities laws, breach of fiduciary duty, waste, and related claims in connection with the timing of certain historical stock option grants. The consolidated complaint names as defendants certain of the Company's current and former directors and officers, and names the Company as a nominal defendant. On June 22, 2007, the Company and the individual defendants filed motions to dismiss the consolidated action. On

## Waste Connections of California, Inc. Complete Litigation History

March 19, 2008, the Court granted the Company's motion to dismiss and provided the plaintiffs leave to file an amended consolidated complaint, which the plaintiffs filed with the Court on April 8, 2008.

On October 30, 2006, the Company was served with another purported shareholder derivative complaint, naming certain of the Company's current and former directors and officers as defendants, and naming the Company as a nominal defendant. The suit, captioned *Nichols v. Mittelstaedt, et al.* and filed in the Superior Court of California, County of Sacramento, contains allegations substantially similar to the consolidated federal action described above. On April 3, 2007, a fourth purported derivative action, captioned *Priest v. Mittelstaedt, et al.*, was filed in the Superior Court of California, County of Sacramento, and contains allegations substantially similar to the consolidated federal action and the *Nichols* suit. The *Nichols* and *Priest* suits have been consolidated and captioned *In re Waste Connections, Inc. Shareholder Derivative Litigation* and stayed pending the outcome of the consolidated federal action.

In July 2008, the parties reached a preliminary agreement to settle all of these derivative actions, and in August 2008 the consolidated federal action was stayed as a result of the preliminary agreement. Under the terms of the preliminary agreement, the Company agreed to reaffirm and/or implement certain corporate governance measures and the Company's insurance carrier agreed to pay not more than \$3,000 to plaintiffs' counsel to cover plaintiffs' counsel's fees and costs, which are subject to court approval. The defendants expressly deny any wrongdoing and will receive a complete release of all claims. The preliminary agreement is subject to standard conditions, including final court approval. There can be no assurance that final court approval will be obtained.

In 2006, the Company completed a review of its historical stock option granting practices, including all option grants since its initial public offering in May 1998, and reported the results of the review to the Audit Committee of its Board of Directors. The review identified a small number of immaterial exceptions to non-cash compensation expense attributable to administrative and clerical errors. These exceptions are not material to the Company's current and historical financial statements, and the Audit Committee concluded that no further action was necessary. As with any litigation proceeding, the Company cannot predict with certainty the eventual outcome of the pending federal and state derivative litigation, nor can the Company estimate the amount of any losses that might result.

### Waste Connections of California, Inc. FLSA Litigation

On January 15, 2009, a purported class action complaint captioned *Heath Belcher and Denessa Arguello v. Waste Connections, Inc., and Waste Connections of California, Inc.* was filed in the United States District Court for the Eastern District of California, naming the Company and its subsidiary, Waste Connections of California, Inc., as defendants. The complaint alleges violations under the Fair Labor Standards Act related to overtime compensation, and alleges violations under California labor laws related to overtime compensation, unpaid wages, meal and rest breaks, and wage statements. The complaint also alleges violations under the California Unfair Competition Law based on the foregoing alleged violations. The complaint seeks class certification and various forms of relief, including declaratory judgment, statutory penalties, unpaid back wages, liquidated damages, restitution, interest, and attorneys' fees and costs. The Company intends to vigorously defend this matter. As with any litigation proceeding, the Company cannot predict with certainty the eventual outcome of this matter, nor can the Company estimate the amount of any losses that might result.

### **2007 (Annual Report on Form 10-K)**

#### Chaparral, New Mexico Landfill Permit Litigation

The Company's subsidiary, High Desert Solid Waste Facility, Inc. (formerly known as Rhino Solid Waste, Inc.), owns undeveloped property in Chaparral, New Mexico, for which it sought a permit to operate a municipal solid waste landfill. After a public hearing, the New Mexico Environment Department (the "Department") approved the permit for the facility on January 30, 2002. Colonias Development Council ("CDC"), a nonprofit organization, opposed the permit at the public hearing and appealed the Department's decision to the courts of New Mexico, primarily on the grounds that the Department failed to consider the social impact of the landfill on the community of Chaparral, and failed to consider regional planning issues. On July 18, 2005, in *Colonias Dev. Council v. Rhino Env'tl. Servs., Inc. (In re Rhino Env'tl. Servs.)*, 2005 NMSC 24, 117 P.3d 939, the New Mexico Supreme Court remanded the matter back to the Department to conduct a limited public hearing on certain evidence that CDC claims was wrongfully excluded

## Waste Connections of California, Inc. Complete Litigation History

from consideration by the hearing officer, and to allow the Department to reconsider the evidence already proffered concerning the impact of the landfill on the surrounding community's quality of life. The parties have agreed to reschedule the hearing for July 2008 to allow the Company time to explore a possible relocation of the landfill. At December 31, 2007, the Company had \$8,960 of capitalized expenditures related to this landfill development project. If the Company is not ultimately issued a permit to operate the landfill, the Company will be required to expense in a future period the \$8,960 of capitalized expenditures, less the recoverable value of the undeveloped property and other amounts recovered, which would likely have a material adverse effect on the Company's reported income for that period.

### Harper County, Kansas Landfill Permit Litigation

The Company opened a municipal solid waste landfill in Harper County, Kansas in January 2006, following the issuance by the Kansas Department of Health and Environment ("KDHE") of a final permit to operate the landfill. On October 3, 2005, landfill opponents filed a suit (*Board of Commissioners of Sumner County, Kansas, Tri-County Concerned Citizens and Dalton Holland v. Roderick Bremby, Secretary of the Kansas Department of Health and Environment, et al.*) in the District Court of Shawnee County, Kansas (Case No. 05-C-1264), seeking a judicial review of the order, alleging that a site analysis prepared for the Company and submitted to the KDHE as part of the process leading to the issuance of the permit was deficient in several respects. The action sought to stay the effectiveness of the permit and to nullify it. On April 7, 2006, the District Court issued an order denying the plaintiffs' request for judicial review on the grounds that they lack standing to bring the action. The plaintiffs appealed this decision to the Kansas Court of Appeals, and on October 12, 2007, the Court of Appeals issued an opinion reversing and remanding the District Court's decision. The Company is appealing the decision to the Kansas Supreme Court. While the Company believes that it will prevail in this case, a final adverse determination with respect to the permit would likely have a material adverse effect on the Company's reported income in the future. The Company cannot estimate the amount of any such material adverse effect.

### Waste Connections, Inc. Derivative Shareholder Actions

On October 25, 2006, a purported shareholder derivative complaint captioned *Travis v. Mittelstaedt, et al.* was filed in the United States District Court for the Eastern District of California, naming certain of the Company's directors and officers as defendants, and naming the Company as a nominal defendant. On January 30, 2007, a similar purported derivative action, captioned *Pierce and Banister v. Mittelstaedt, et al.*, was filed in the same federal court as the *Travis* case. The *Travis* and *Pierce and Banister* cases have been consolidated. The consolidated complaint in the action alleges violations of various federal and California securities laws, breach of fiduciary duty, corporate waste, and related claims in connection with the timing of certain historical stock option grants. The consolidated complaint names as defendants certain of the Company's current and former directors and officers, and names the Company as a nominal defendant. On June 22, 2007, the Company and the individual defendants filed motions to dismiss the consolidated action. The motions are pending.

On October 30, 2006, the Company was served with another purported shareholder derivative complaint, naming certain of the Company's current and former directors and officers as defendants, and naming the Company as a nominal defendant. The suit, captioned *Nichols v. Mittelstaedt, et al.* and filed in the Superior Court of California, County of Sacramento, contains allegations substantially similar to the consolidated federal action described above. On April 3, 2007, a fourth purported derivative action, captioned *Priest v. Mittelstaedt, et al.*, was filed in the Superior Court of California, County of Sacramento, and contains allegations substantially similar to the consolidated federal action and the *Nichols* suit. The *Nichols* and *Priest* suits have been stayed pending the outcome of the consolidated federal action. The Company has completed a review of its historical stock option granting practices, including all option grants since its initial public offering in May 1998, and reported the results of the review to the Audit Committee of its Board of Directors. The review identified a small number of immaterial exceptions to non-cash compensation expense attributable to administrative and clerical errors. These exceptions are not material to the Company's current and historical financial statements, and the Audit Committee concluded that no further action was necessary. As with any litigation proceeding, the Company cannot predict with certainty the eventual outcome of this pending litigation, nor can the Company estimate the amount of any losses that might result.

### 2006 (Annual Report on Form 10-K)

## Waste Connections of California, Inc. Complete Litigation History

### Chaparral, New Mexico Landfill Permit Litigation

The Company's subsidiary, High Desert Solid Waste Facility, Inc. (formerly known as Rhino Solid Waste, Inc.), owns undeveloped property in Chaparral, New Mexico, for which it sought a permit to operate a municipal solid waste landfill. After a public hearing, the New Mexico Environment Department approved the permit for the facility on January 30, 2002. Colonias Development Council, or CDC, a nonprofit organization, opposed the permit at the public hearing and appealed the Department's decision to the courts of New Mexico, primarily on the grounds that the Department failed to consider the social impact of the landfill on the community of Chaparral, and failed to consider regional planning issues. On July 18, 2005, in *Colonias Dev. Council v. Rhino Env'tl. Servs., Inc. (In re Rhino Env'tl. Servs.)*, 2005 NMSC 24, 117 P.3d 939, the New Mexico Supreme Court remanded the matter back to the Department to conduct a limited public hearing on certain evidence that CDC claims was wrongfully excluded from consideration by the hearing officer, and to allow the Department to reconsider the evidence already proffered concerning the impact of the landfill on the surrounding community's quality of life. The hearing is scheduled for April 2007, though the Company is seeking an extension. At December 31, 2006, the Company had \$8,484 of capitalized expenditures related to this landfill development project. If the Company is not ultimately issued a permit to operate the landfill, the Company will be required to expense in a future period the \$8,484 of capitalized expenditures, less the recoverable value of the undeveloped property and other amounts recovered, which would likely have a material adverse effect on the Company's reported income for that period.

### Harper County, Kansas Landfill Permit Litigation

The Company opened a municipal solid waste landfill in Harper County, Kansas in January 2006, following the issuance by the Kansas Department of Health and Environment ("KDHE") of a final permit to operate the landfill. This landfill has been opposed by a citizens' group calling itself "Tri-County Concerned Citizens" and others. On October 3, 2005, landfill opponents filed a suit (*Board of Commissioners of Sumner County, Kansas, Tri-County Concerned Citizens and Dalton Holland v. Roderick Bremby, Secretary of the Kansas Department of Health and Environment, et al.*) in the District Court of Shawnee County, Kansas (Case No. 05-C-1264), seeking a judicial review of the order, alleging that a site analysis prepared for the Company and submitted to the KDHE as part of the process leading to the issuance of the permit was deficient in several respects. The action sought to stay the effectiveness of the permit and to nullify it. The Company intervened in this case. On April 7, 2006, the District Court issued an order denying the plaintiffs' request for judicial review on the grounds that they lack standing to bring the action. The plaintiffs have appealed this decision to the Kansas Court of Appeals. While the Company believes that it will prevail in this case, a final adverse determination with respect to the permit would likely have a material adverse effect on the Company's reported income in the future.

### Resourceful Environmental Services Potential Acquisition Litigation

Resourceful Environmental Services, Inc. ("RES") filed a complaint alleging that Waste Connections, Inc. and Waste Connections of Mississippi, LLC misrepresented their intention concerning the potential purchase of RES (*Resourceful Environmental Services, Inc. v. Waste Connections, et al.*, filed on December 31, 2002 in the Circuit Court of Tippah County, Mississippi, Case No. T-02-308). The Company considered acquiring RES in 2002 but ultimately decided not to. RES's complaint alleges misrepresentation and conspiracy based on alleged oral assurances that the acquisition would go forward. A trial is scheduled for June 4, 2007. Plaintiff is seeking compensatory damages of \$400, and punitive damages of \$50,000. The Company believes that this case is without merit. The Company has not established a reserve for this case, and it has no insurance coverage in the event of recovery by the plaintiff. An adverse determination in this case, coupled with a significant damage award to the plaintiff, could have an adverse effect on the Company's reported income in the period incurred.

### Waste Connections, Inc. Derivative Shareholder Action

On August 24, 2006, a purported shareholder derivative complaint was filed in the Superior Court of California, County of Sacramento, naming certain of the Company's current and former directors and officers as defendants, and naming the Company as a nominal defendant. The plaintiff in this suit purported to be one of the Company's stockholders who sought to bring claims on behalf of the Company against the defendants. The suit, captioned *Banister v. Mittelstaedt, et al.*, alleged breach of fiduciary duty and related claims based on alleged wrongdoing in connection with the timing of certain stock option grants. The complaint sought to recover unspecified damages and other relief on behalf of the Company, as well as payment of costs and attorneys' fees. On October 25, 2006, a second

## Waste Connections of California, Inc. Complete Litigation History

purported shareholder derivative complaint was filed, naming the Company as a nominal defendant. The suit, captioned *Travis v. Mittelstaedt, et al.* and filed in the United States District Court for the Eastern District of California, alleges violations of various federal and California securities laws, breach of fiduciary duty, and related claims in connection with the timing of certain stock option grants. On October 30, 2006, the Company was served with a third purported shareholder derivative complaint, naming the Company as a nominal defendant. The suit, captioned *Nichols v. Mittelstaedt et al.* and filed in the Superior Court of California, County of Sacramento, contains allegations substantially similar to the earlier suits. On October 30, 2006, a fourth purported shareholder derivative suit, captioned *Pierce v. Mittelstaedt et al.*, was filed in the Superior Court of California, County of Sacramento. This suit contained allegations substantially similar to the earlier suits. The Company is informed that the plaintiffs in the *Banister* and *Pierce* cases are in the process of voluntarily dismissing their state court suits. On January 30, 2007, these same plaintiffs filed a purported derivative action in the same federal court as the *Travis* case. This case is captioned *Pierce and Banister v. Mittelstaedt et al.*, and is substantively identical to the *Travis* case but also alleges violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. As is typical in this type of litigation, additional suits containing substantially similar allegations may be filed in the future. The Company has completed a review of its historical stock option granting practices, including all option grants since the Company's initial public offering in May 1998, and reported the results of the review to the Audit Committee of the Company's Board of Directors. The review identified a small number of immaterial exceptions to non-cash compensation expense attributable to administrative and clerical errors. These exceptions are not material to the current and historical financial statements of the Company, and the Audit Committee concluded that no further action was necessary. As with any litigation proceeding, the Company cannot predict with certainty the eventual outcome of this pending litigation.

### **2005 (Annual Report on Form 10-K)**

#### Chaparral, New Mexico Landfill Permit Litigation

The Company's subsidiary, Rhino Solid Waste, Inc., owns undeveloped property in Chaparral, New Mexico, for which it sought a permit to operate a municipal solid waste landfill. After a public hearing, the New Mexico Environment Department approved the permit for the facility on January 30, 2002. Colonias Development Council, or CDC, a nonprofit organization, opposed the permit at the public hearing and appealed the Department's decision to the Court of Appeals of New Mexico, primarily on the grounds that the Department failed to consider the social impact of the landfill on the community of Chaparral, and failed to consider regional planning issues. In *Colonias Dev. Council v. Rhino Env'tl. Servs. (In re Rhino Env'tl. Servs.)*, 134 N.M. 637, 640 (N.M. Ct. App., 2003), the Court of Appeals affirmed the Department's decision to grant the landfill permit. CDC then appealed that decision to the Supreme Court of the state of New Mexico. On July 18, 2005, the Supreme Court reversed the Court of Appeals' decision, and remanded the matter back to the Department to conduct a limited public hearing on certain evidence CDC claims was wrongfully excluded from consideration by the hearing officer, and to allow the Department to reconsider the evidence already proffered concerning the impact of the landfill on the surrounding community's quality of life. At December 31, 2005, the Company had \$8,083 of capitalized expenditures related to this landfill development project. If the Company is not ultimately issued a permit to operate the municipal solid waste landfill, the Company will be required to expense in a future period the \$8,083 of capitalized expenditures, less the recoverable value of the undeveloped property and other amounts recovered, which would likely have a material adverse effect on the Company's reported income for that period.

#### Harper County, Kansas Landfill Permit Litigation

The Company recently opened a municipal solid waste landfill in Harper County, Kansas. This landfill has been opposed by a citizens' group calling itself "Tri-County Concerned Citizens" and others. The landfill opponents initially challenged the zoning permit for the property. The Kansas Court of Appeals upheld the zoning permit, and the landfill opponents' appeal to the Kansas Supreme Court was denied in December 2004. On September 2, 2005, the Kansas Department of Health and Environment ("KDHE") issued a final permit to operate the landfill and the Company began construction on the site. On October 3, 2005, landfill opponents filed a suit (*Board of Commissioners of Sumner County, Kansas, Tri-County Concerned Citizens and Dalton Holland v. Roderick Bremby, Secretary of the Kansas Department of Health and Environment et. al*) in the District Court of Shawnee County, Kansas (Case No. 05-C-1264), alleging that a site analysis prepared for the Company and submitted to the Department as part of the process leading to the issuance of the permit was deficient in several respects. The action seeks to stay the effectiveness of the permit

## Waste Connections of California, Inc. Complete Litigation History

and to nullify it. The Company has intervened in this case. On November 26, 2005, counsel for Tri-County Concerned Citizens, Inc. and Dalton Holland filed a notice of intent to sue under the Clean Water Act with respect to the landfill, alleging that the U.S. Army Corps of Engineers' determination that no jurisdictional wetlands would be impacted by the landfill was erroneous, arbitrary, capricious and unsupported by substantial evidence. The letter also alleges that the Company is in violation of the Company's general permit under the National Pollutant Discharge Elimination System program for storm water. The letter is a pre-requisite to the complaining parties' filing a suit against the Company under the Clean Water Act. On December 23, 2005, counsel for these same parties wrote a letter to the Secretary of the KDHE alleging that the Company is in violation of its permit for allegedly not having submitted to the KDHE certain information contained in the report of a consultant commissioned by the landfill opponents. At December 31, 2005, the Company had \$8,896 of capitalized expenditures related to this landfill development project. While the Company believes that it will prevail with respect to all the matters described, if the final permit is nullified for any reason, the Company would likely appeal the decision or take steps to have the permit re-instated. If the Company is not successful in doing so, however, it will be required to expense in a future period the \$8,896 of capitalized expenditures, less the recoverable value of the undeveloped property and other amounts recovered, which would likely have a material adverse effect on the Company's reported income for that period.

### Resourceful Environmental Services Potential Acquisition Litigation

Resourceful Environmental Services, Inc. ("RES") filed a complaint alleging that Waste Connections, Inc. and Waste Connections of Mississippi, LLC misrepresented their intention concerning the potential purchase of RES (Resourceful Environmental Services, Inc. v. Waste Connections et al, Circuit Court of Tippah County, Mississippi, filed December 31, 2002, Case No. T-02-308). The Company acquired Liberty Waste in October 2001. WCI considered acquiring RES, a company Liberty Waste had considered purchasing, and ultimately WCI decided not to buy the company. RES's complaint alleges misrepresentation and conspiracy based on alleged oral assurances that the acquisition would go forward. A trial is scheduled for May 15, 2006. Plaintiff is seeking compensatory damages of \$400, and punitive damages of \$50,000. The Company believes that this case is without merit. The Company has not established a reserve for this case, and it has no insurance coverage in the event of recovery by the plaintiff. An adverse determination in this case, coupled with a significant damage award to the plaintiff, could have an adverse effect on the Company's reported income in the period incurred.

### Significant Personal Injury Actions

The Company is a party to various claims and suits pending for alleged damages to persons and property and alleged liabilities occurring during the normal operations of the solid waste management business.

In the case of Karen Colleran, Conservator of the Estate of Robert Rooney v. Waste Connections of Nebraska, Inc., which was filed in the District Court of Valley County, Nebraska, on October 31, 2003, the plaintiff seeks recovery for damages allegedly suffered by Father Robert Rooney when the bicycle he was riding collided with one of the Company's garbage trucks. The case was tried before a jury and a verdict finding no liability on the Company's part was reached on February 10, 2006.

In the case of Cristobal Lozoya v. Waste Connections of Oklahoma, Inc. et al., which was filed in the District Court of Oklahoma County, Oklahoma, on September 27, 2004, the plaintiff seeks recovery for injuries he suffered in an accident at the Company's Oklahoma City landfill. The defendants are Waste Connections of Oklahoma, the individual operator of the equipment involved in the accident, and a personnel agency that employed the operator. The plaintiff has alleged that the defendants' actions and/or omissions constituted gross negligence and a reckless disregard for the rights and safety of others, thereby entitling plaintiff to punitive damages in an unspecified amount. The Company intends to defend this action vigorously and to seek contribution for any damage award from the personnel agency. The case is in discovery. If the case proceeds to trial and punitive damages are awarded, they would not be covered by insurance. The Company has not accrued any potential loss for punitive damages as of December 31, 2005; however, an adverse outcome in this case coupled with a significant award to the plaintiff could have a material adverse effect on the Company's reported income in the period incurred.

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## Waste Connections of California, Inc. Complete Litigation History

In addition to the legal proceedings disclosed in our annual 10-K and quarterly 10-Q filings with the SEC, which are copied above, we have also added descriptions of the six following additional legal proceedings, which are directly responsive to your request:

### **1. County of Amador v. Ryan Van Shirley McClure, Individually and dba Ryan McClure Excavation, et al. (Superior Court of California, County of Sacramento Case No. 34-2008-00024126).**

In 2007, Plaintiff Amador County filed an action against Waste Connections of California, Inc. dba Amador Disposal Service (“WCCI”), McClure and several other defendants all related to the closure of the Buena Vista Landfill. WCCI operated the landfill for many years and McClure was the company hired to handle its closure. The County originally sought approximately \$1.4 million in damages due to delays in the closure of landfill. The County and McClure contended that a portion of the delay was attributable to removal of waste that WCCI placed outside the landfill liner while the landfill was operating. Various defendants also brought cross-complaints against each other.

The County demanded \$200,000 from WCCI. In August 2008, WCCI settled with the County for \$115,500. Because of the pending cross-complaints between the defendants, WCCI sought a Court determination that this settlement was “in good faith.” If the Court makes that determination, it cuts off the other defendants’ cross-complaints for indemnity against WCCI (it does not, however, cut off WCCI’s cross-claims against those other Defendants – theoretically WCCI could proceed to trial and recoup some of the \$115,500). Though such settlements are usually non-controversial, Defendants McClure and Vector Engineering vigorously opposed WCCI’s motion for good faith settlement. In January 2010, the trial court approved the settlement. McClure immediately filed a Petition for Writ of Mandate on this ruling to the Third District Court of Appeal in Sacramento. The Appellate Court questioned whether the trial court properly ruled on objections to the good faith motion. The trial court decided to re-visit those objections through more briefing and a new hearing. On July 30, 2010, the trial court Judge ruled again in WCCI’s favor on the good faith settlement motion. The final order granting the good faith settlement motion was filed with the Court on August 17, 2010.

On September 3, 2010, McClure filed a Petition for Writ of Mandate on the trial court’s August 17, 2010, Order to the Third District Court of Appeals in Sacramento. WCCI requested that the Court hear the Writ Petition on the merits to provide finality to the settlement. The appellate court issued an Alternative Writ of Mandate agreeing to hear the Writ Petition and provided a briefing schedule. On May 18, 2011, oral argument was held in front of a 3-judge panel at the Court of Appeals. On June 9, 2011, the Court of Appeals rendered its decision vacating (without prejudice) the second judgment approving the settlement, and invited the parties to reallocate settlement dollars among the defendants. Once that settlement allocation was completed, WCCI settled the matter on the same terms and conditions contained in its original settlement agreement with the County.

### **2. California Labor Commissioner v. Green Waste of Tehama (Tehama County, California, filed February 1, 2007; Case No. 40-19410/010).**

California has a “prevailing wage” law similar to the federal Davis-Bacon Act that requires employers on publicly-funded “public works” projects to pay their workers at so-called “prevailing” rates. The Director of the State Department of Industrial Relations makes the determination of such “prevailing wages” based upon a formula that effectively guarantees that such rates will equal the “union” rates for an area.

In 2005, Waste Connections of California, Inc. dba GreenWaste of Tehama (“WCCI”) became involved in a lawsuit with two employees and one former employee at the landfill we operate in Tehama County, CA alleging that WCCI had unlawfully failed to pay them “prevailing wages” during their employment. Although WCCI disputed liability, that suit settled in 2007 in exchange for a payment of back wages, plus a slight increase in wages for the two continuing employees.

Shortly after settlement of the lawsuit, the Labor Commissioner audited WCCI payroll practices at the same site based upon a prevailing wage complaint by another employee. The Labor Commissioner determined that prevailing rates were required at the landfill, and ultimately assessed WCCI \$608,754 in back wages and \$139,525 in penalties for alleged prevailing wage violations.

## Waste Connections of California, Inc. Complete Litigation History

WCCI pays its workers at the site from \$12-18 per hour, plus benefits, in accordance with market rates for such workers in the area. The Labor Commissioner took the position that the prevailing wage WCCI should meet is the standard for union field construction Operating Engineers in the San Francisco Bay Area, which, including hourly benefit costs, was in excess of \$40 per hour during the audit period. WCCI disagreed, and timely filed a Request for Review with the California Department of Industrial Relations.

WCCI believes that both the premise and the results of the audit are incorrect, and has asserted a number of defenses, including: (i) historically, the prevailing wage laws have been applied to limited types of public works, namely construction projects—WCCI has argued that a landfill is not a construction project, and is thus not subject to the state prevailing wage law (although there are prior non-binding opinions to the contrary, WCCI believes they are erroneous); (ii) because WCCI collects fees at the gate and tenders a royalty to the County, and not the other way around, the landfill project is not in fact publicly funded, and for that reason as well does not constitute a “public work” (there is some authority for this position); (iii) WCCI contends that the law requires that the prevailing wage be established for the geographic area where the project is located, but no prevailing wage has ever been determined for landfill workers in Tehama County, although this separate classification of worker has been frequently recognized by the DIR, and wage determinations for it have often issued elsewhere in the State, setting prevailing rates far below those for true Operating Engineers; (iv) because no rate for landfill workers had been determined, the DLSE was forced to “borrow” the rates set for San Francisco Bay Area operating engineers, which practice has been forbidden by at least one court decision; and (v) because the law requires a prevailing wage determination to be made before the contract starts, and none was here, no violation of the undetermined prevailing rate for landfill workers can be found. WCCI has also asserted a number of other, partial defenses, which would reduce its liability if the entire matter is not dismissed, and likewise WCCI is disputing the level of penalties that has been assessed.

The Hearing Officer held a hearing under Labor Code Section 1742 from May 19 through May 21, 2009, to take evidence on the threshold issues along with all of the other defenses WCCI has raised. The parties submitted post-hearing briefs, and the matter was deemed “submitted” on September 14. Pursuant to the Department’s own regulations (which, incidentally, WCCI’s hearing officer himself authored), the Director had 45 days thereafter, to October 29, 2009, in which to issue a decision based upon the hearing record and briefs. It is unclear what has caused the delay.

Notice of Findings in favor of WCCI regarding prevailing wage dispute, issued 10/21/11, finding Tehama Landfill is NOT a public work and therefore not subject to previously and arbitrarily applied prevailing wage laws.

### **3. Waste Connections of California, Inc. dba Greenteam of San Jose v. DoxA Construction and Development et al. (Filed September 11, 2009).**

Waste Connections of California (“WCCI”) filed suit against DoxA Construction and Development, Roger Oliver, Western States Erectors, Inc., and Joseph Benenati (collectively “Defendants”) in U.S. District Court, Northern District of California, San Jose Division, for numerous causes of action arising from the Defendants’ respective breaches of contract to construct a pre-fabricated metal enclosure at WCCI’s facility in San Jose, California. DoxA, as the general contractor, accepted progress payments amounting to nearly 100% of the total contract amount, but failed to complete construction of the facility. Western States likewise agreed to erect the structure after DoxA failed to perform, and accepted funds to do so. Western States likewise failed to complete the structure. Ultimately, it was discovered that neither DoxA nor Western States were licensed to perform the work as required under California law, and are therefore required to disgorge all money paid to them. In addition, DoxA’s and Western States’ principals were named in the action because the facts revealed that they were personally liable under some theories of recovery. WCCI filed a Motion for Default Judgment, which was granted on February 17, 2011, and then filed a Motion for Partial Summary Judgment and a Motion for Dismissal of one of the defendants (Roger Oliver) and the remaining claims. Both Motions were granted on March 2, 2011. The Court then rendered its Judgment on March 2, 2011 in favor of WCCI and against DoxA Construction, Western States Erectors and Joseph Benenati. Certified copies of the Judgment have now been registered in the Federal Courts of Nevada and Colorado to effect post-judgment collection of monetary awards.

### **4. San Francisco Baykeeper vs. GreenTeam of San Jose and West Valley Collection & Recycling, LLC (U.S. Dist Court ND CA, No. C130589, filed February 11, 2013),** related to alleged stormwater discharge violations at a

## Waste Connections of California, Inc. Complete Litigation History

materials recovery facility leased by the Company. The parties settled this matter, and the Company later terminated its lease of the property.

5. **GreenWaste Recovery, Inc. vs. Waste Connections, Inc., Waste Connections of California, Inc., West Valley Collection & Recycling, LLC and Does 1 through 100 (Santa Clara County Superior Court, No. 109CV158761, filed December 4, 2009)**, related to the operation of West Valley, a majority-owned subsidiary of WCN. The litigation was settled.

6. **Julian Ramirez Abad et al. v. Waste Connections, Inc. et al.**, (filed in San Luis Obispo County Superior Court on May 10, 2012, Case No. CV120284; the First Amended Complaint filed by Plaintiff Abad in San Luis Obispo County Superior Court on July 3, 2012; the Second Amended Complaint filed by Plaintiff Abad in the United States District Court, Central District on September 17, 2012 and assigned case No. 2:12-cv-06708-DDP-PJW; and the Third Amended Complaint filed by Plaintiffs Abad and Amaya in the United States District Court, Central District on March 21, 2013), related to wage and hour claims. These wage and hour claims were settled pursuant to a Stipulation of Settlement and Release, dated March 12, 2014.

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## Appendix E—Sample Outreach Materials

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## FOOD WASTE - NO Liquids

- Beans
- Bones
- Bread
- Coffee grounds
- Dairy products (solid)
- Dough
- Eggs
- Filters (e.g. coffee)
- Fish

- Fruit
- Grains
- Meat
- Pasta
- Poultry (e.g. chicken, turkey)
- Seafood
- Tea Bags
- Vegetables

## PLANT WASTE

- Branches (under 3" diameter and 2' long)
- Cactus
- Christmas trees (stand/decorations removed)
- Flax
- Flowers
- Grass clippings
- Ivy

- Leaves
- Lumber - unpainted/untreated (under 3" diameter and 2' long)

- Plant trimmings
- Small prunings

## COMPOSTABLE WARE - \*\*If certified "compostable" (see below)

- Bags
- Cups

- Plates

- Utensils

## FOOD SOILED PAPER

- Kitchen and bathroom paper towels
- Newspaper - soiled

- Paper plates
- Paper napkins

- Pizza delivery boxes - soiled (e.g. food, grease)
- Take-out food containers - paper

- Tissues (e.g. Kleenex™)



## \*\*IMPORTANT NOTE OF FOOD SERVICE WARES, WAXED CARDBOARDS & PLASTIC FILM-COATED PAPER PRODUCTS:

West Valley Collection & Recycling wants its customers to be fully aware of limitations on the recyclability of certain items accepted under this program.

West Valley is committed to composting as many items as possible and offers customers some of the most comprehensive recycling programs available in the United States. Many food service wares (cups, plates, utensils, etc...) on the market today indicate they are "compostable" or "biodegradable" and may even carry a 3rd party biodegradability certification. Unfortunately many of these products do not compost completely or consistently in commercial composting facilities. Other items, such as waxed cardboard or thin wax or plastic film coated paper products may seem compostable, but unfortunately, they don't always fully break down in commercial composting operations.

West Valley Collection & Recycling strives to expand the list of acceptable materials in all of its collection programs whenever possible and will continue to expand and adapt the list of acceptable items when new products become available.



## METAL

- Foil wrapped beverage pouches (e.g. Capri Sun)

## PAPER

- Carbon paper
- Cardboard - waxed or soiled
- Compostable ware
- Envelopes (e.g. padded, Tyvek)
- Ice cream cartons
- Newspaper - dirty (paint, pet waste or food/grease)
- Paper cups and plates - coated
- Paper napkins

- Paper towels
- Photographs - Polaroid
- Pizza delivery boxes - soiled (food, grease)
- Take-out food containers (e.g. fast food)

- Thermal fax paper
- Tissues (e.g. Kleenex™)
- Waxed paper

## PLASTIC

- Chip bags
- Credit cards
- Foil beverage pouches
- Gloves - latex (single-use and disposable)

- Pipe - PVC
- Rubber bands
- Shoes

- Straws
- Take-out food containers - polystyrene foam
- Tarps

- Toothpaste and ointment tubes
- Utensils - plastic (e.g. spoons, forks, knives)
- Webbing/mesh (e.g. from lawn furniture)

## POLYSTYRENE/STYROFOAM™

- Cups and plates
- Egg cartons - molded foam

- Foam packing (e.g. from electronics)
- Meat trays - molded foam

- Packing "peanuts" (bagged)

- Take-out food containers - polystyrene foam

## FABRIC/TEXTILES

*Try donating first.*

- Accessories (e.g. belts, purses)
- Boots and shoes
- Burlap
- Carpet and rugs
- Cotton

- Diapers - cloth or disposable
- Downfilled items
- Electric blankets
- Fabrics
- Leather goods

- Linen
- Pillows
- Polyester
- Rayon

- Rubber
- Stuffed animals
- Vinyl
- Wool

## FOOD/PET WASTE

- Bones
- Bread
- Coffee grounds
- Dairy products (e.g. cheese)

- Diapers (bagged)
- Dough
- Eggs
- Filters (e.g. coffee, tea)

- Fish and shellfish
- Fruit
- Grains (e.g. bean, rice)
- Meat

- Pasta
- Pet waste (bagged)
- Poultry (e.g. chicken, turkey)
- Vegetables

## ELECTRONIC WASTE

- Audio tapes

- CDs and DVDs (e.g. computer, music)

- Speakers

- Video tapes

## GLASS

- Ceramics
- Cookware - glass (e.g. baking pans, Pyrex™)

- Dishware - ceramic
- Eye glasses

- Glass art
- Incandescent light bulbs

- Mirrors

## GREEN WASTE

*Items may not exceed 2 feet in length or 3 inches in diameter. \*For large amounts of these items, please contact Customer Service at 408.283.9250.*

- Ashes
- Bamboo
- Branches
- Cactus
- Construction lumber\* (painted, treated)
- Crates - wood
- Dirt\*
- Flax

- Flowers
- Garden/tree fruits and vegetables
- Grass clippings
- Hay
- Ice plants
- Ivy
- Landscape vegetation
- Leaves

- Lumber\*
- Palm fronds
- Pampas grass
- Plant trimmings
- Poison oak
- Raw fruits and vegetables
- Rocks\*
- Sawdust

- Shrubs
- Small prunings
- Stumps\*
- Succulents
- Tan bark
- Tree trimmings
- Wood chips
- Yucca

**ROLL-OFF RENTAL** West Valley Collection & Recycling is the exclusive provider of roll-off and debris boxes for the cities of Campbell, Los Gatos, Monte Sereno and Saratoga. For concrete, dirt and general debris please call Customer Service at **408.283.9250** to order a debris box. Boxes range from 8 to 40 cubic yards.

**Outreach/Site Assessment** West Valley Collection & Recycling coordinators provide recycling presentations and site/service assessments with recommendations on how to increase recycling. Please call Customer Service at **408.283.9250** to request an appointment with the outreach department.



## **METAL** Empty and rinse food and product containers.

- Aerosol cans (empty and non-hazardous)
- Aluminum foil, foil trays and pans (clean)
- Aluminum pie pans
- Beverage and soda cans
- Can lids - metal
- Car parts - small (no fluids)
- Doors and screens
- Electrical motors
- Food and soup cans
- Furniture (e.g. chairs, tables)
- Hangers - metal/wire
- Keys
- Lids and caps - metal (e.g. from glass bottles, jars)
- Nuts and bolts

- Paint cans (remove excess paint, let residue dry)
- Pet food cans
- Pipes
- Plumbing fixtures
- Pots and pans
- Propane/gas tanks (empty, with valve off)
- Scrap metal

- Screws and nails
- Sporting goods - metal
- Tools - metal
- Toys - metal
- Umbrellas - metal
- Utensils - metal

## **GLASS** Empty and rinse food and product containers.

- Beverage bottles
- Blue glass

- Wine bottles

## **PAPER** Staples and tape are acceptable.

- Aseptic containers\* (e.g. juice, soup, soy milk)
- Books - hardback and softback
- Carbonless paper (e.g. receipts)
- Cardboard - unwaxed (flattened)
- Cereal and cracker boxes (remove liners)
- Coffee cups - cardboard (e.g. from coffee shops)
- Colored or construction paper
- Coupons
- Egg cartons - cardboard
- Envelopes (plastic window OK)
- Frozen food packaging - cardboard
- Gift wrap (no metallic/foil)
- Juice boxes and cartons - non-aseptic
- Junk mail

- Magazines and catalogs
- Mailers - cardboard (e.g. FedEx, UPS)
- Newspaper - clean (including inserts)
- Paper bags
- Paper cups and plates - clean, uncoated
- Photographs - photo paper

- Pizza delivery boxes - clean
- Shoe boxes
- Shredded paper (tie in clear plastic bag)
- Telephone books
- Tissue paper (e.g. gift wrap, dry cleaning)
- White office computer paper

\* material is recycled when markets exist

## **PLASTIC** Empty and rinse food and product containers.

- Auto parts - plastic (no fluids)
- Baby wipe containers
- Baskets - plastic
- Beverage bottles (e.g. soda, juices, water)
- Bleach and detergent bottles
- Buckets (remove metal handles)
- Coat hangers - plastic
- Coffee-cup lids
- Coolers
- Crates - plastic
- Disposable razors
- Flower pots - plastic
- Food containers (e.g. cottage cheese, yogurt)
- Furniture - plastic (e.g. chairs, tables)
- Gloves - rubber (not single-use or latex disposable)
- Hoses (e.g. car, garden, appliance)

- Household cleaner bottles (non-toxic)
- Mouthwash container
- Pet carriers
- Pipe - plastic
- Plastics (with numbers 1-7)
- Prescription bottles (must be empty)
- Shampoo and conditioner bottles
- Shelving - plastic

- Squeezeable bottles (e.g. honey, mayo, ketchup)
- Swimming pools (e.g. rigid, inflatable)
- Take-out food containers - plastic
- Toys - plastic
- Umbrellas - plastic (e.g. patio, beach)

## **FILM PLASTICS** Bundle in a clear plastic bag and knot the top.

- Bread bags
- Bubble wrap
- Cellophane bags (e.g. pasta, salad, cookies)
- Dry cleaning bags
- Frozen food bags or pouches
- Newspaper bags

- Pallet wrap
- Plastic or wax liners (e.g. from food packaging)
- Plastic wraps

- Produce bags
- Shopping bags - plastic
- Shrink wrap

## **ELECTRONIC WASTE** Place these items inside your recyclables container.

- Appliances - small (e.g. coffee maker, toaster)
- Calculators
- Cameras
- Cell phones
- Computer mice
- Cords - tied up (e.g. telephone, computer, appliance)
- DVRs, VCRs, DVD players
- Fax machines
- Keyboards
- PDAs

- Scanners
- Stereos
- Printers
- Radios
- Telephones

**ELECTRONIC WASTE** Requires bulky item collection and does NOT go in your container.

- Computer monitor
- Computer tower
- Laptop
- Microwave - large
- Television

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**Outreach/Site Assessment** West Valley Collection & Recycling coordinators provide recycling presentations and site/service assessments with recommendations on how to increase recycling. Please call Customer Service at **408.283.9250** to request an appointment with the outreach department.

All items must fit loosely inside the containers.



**Recycling:** Place recyclable items into your white recycling bin or blue recycling cart. Empty and scrape food and product containers.

**Paper:**

- Books
- Cardboard and paper boxes – unwaxed (flattened)
- Catalogs and magazines
- Computer paper
- Construction paper
- Egg cartons
- Gift wrap (no metallic/foil)
- Juice boxes and cartons
- Mail
- Milk Cartons
- Newspaper
- Paper bags
- Shredded paper (in clear plastic bag)

**Plastic:**

- Bottles, cups, jars and tubs
- Buckets
- Flower pots
- Furniture
- Plastic 1-7 
- Swimming pools
- Film Plastic: Bundle in a clear plastic bag and knot the top.
- Plastic bags (grocery, dry cleaning & shopping)
- Plastic wrap (bubble wrap, food bags & shrink wrap)

**Glass:**

- Bottles and jars

**Metal:**

- Aerosol cans
- Aluminum foil and pans
- Car parts
- Food and soda cans
- Furniture
- Plumbing fixtures
- Pots and pans
- Scrap metal
- Small appliances

**Garbage:** Place all NON-Reusable, NON-Recyclable and NON-hazardous items in your garbage bin.

**Green Waste:**

- Ashes (cold and bagged)
- Bamboo
- Cactus
- Palm fronds
- Pampas grass
- Poison Oak
- Sawdust (bagged)
- Treated wood
- Wood chips
- Yard trimmings\* (items may not exceed 2' in length and 6" in diameter)
- Yucca

**Textiles:**

- Burlap
- Carpet and rugs
- Diapers
- Downfilled items
- Fabric (cotton, polyester & wool)
- Leather
- Pillows
- Rubber
- Shoes
- Vinyl

**Other:**

- CDs and DVDs
- Ceramics
- Glass cookware
- Food
- Food soiled paper
- Incandescent light bulbs
- Mirrors
- Packing peanuts (bagged)
- Pet waste
- Styrofoam™
- Tarps
- Toothpaste and ointment tubes
- Video tapes

**Hazardous Waste** such as car batteries, cleaning fluids, electronic waste, fluorescent light bulbs, mercury thermometers, paint, syringes and sharps cannot go into the garbage or recycling container. To properly dispose of these items contact the County of Santa Clara Household Hazardous Waste Program. Residents may call 408.299.7300 or visit [www.hhw.org](http://www.hhw.org) to schedule a free disposal appointment. Businesses may call 800.618.6942 to schedule an appointment.

\***Yard Trimmings** service is available by subscription. Yard trimmings include: grass clippings, weeds, flowers and leaves, also branches and untreated wood (not exceeding 2' in length and 6" in diameter).

# Request Additional Service

## **Free Site Assessment and Outreach**

Request a free onsite visit to assess your garbage and recycling levels and receive recycling outreach information for your business or complex. Request recycling information in Spanish or Vietnamese.

## **Roll-off Box Rental**

Roll-off and debris boxes can be delivered to your home to dispose of concrete, dirt and general debris. Boxes range from 8 to 40 cubic yards.

**Call Customer Service at 408.283.8500** to schedule an appointment.

## **For more information:**

Visit [greenteam.com](http://greenteam.com)

Call 408.283.8500

Email [customerservice@greenteam.com](mailto:customerservice@greenteam.com)

## AB341: California's Mandatory Commercial Recycling Program

Requires commercial businesses that generate 4 cubic yards or more of garbage per week and multi-family complexes with 5 or more units to recycle. If your business or complex fits into these parameters and you currently do not recycle, call customer service at **408.283.8500** and GreenTeam will provide recycling containers and service at no additional charge.



1333 Oakland Road  
San Jose, CA 95112-9894  
408.283.8500  
[www.greenteam.com](http://www.greenteam.com)  
[customerservice@greenteam.com](mailto:customerservice@greenteam.com)

# Commercial & Multi-Family Services Guide

*Important information inside regarding  
your recycling and garbage service.*

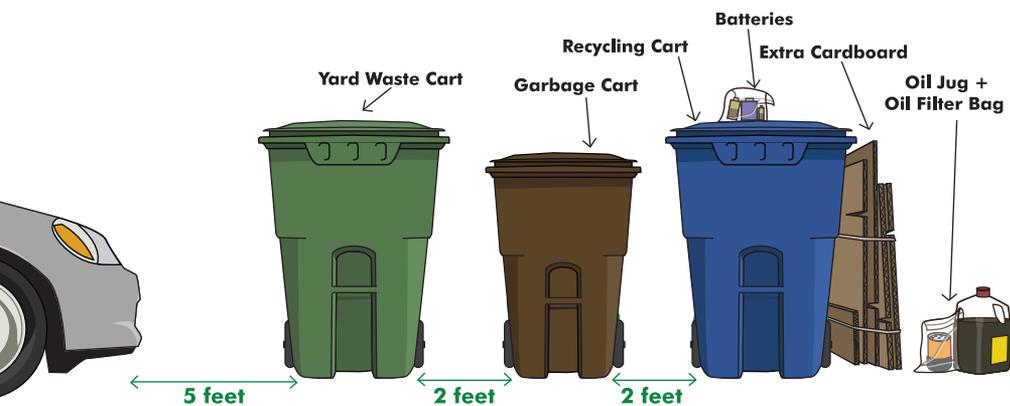
# Commercial & Multi-Family Services Guide



PRSRT STD  
US POSTAGE  
**PAID**  
SAN JOSE CA  
PERMIT NO. 688

# RESIDENTIAL HOW-TO GUIDE

for **Garbage**, **Recyclables** and **Green Waste**



# WEST VALLEY

## COLLECTION & RECYCLING

# RECYCLABLES

Please place all recyclable materials together in your blue

All items must fit loosely inside the recyclables container with the lid closed. Extra cardboard can be cut down to size (2'x3') to fit in your cart, bundled and set next to your recycling cart.

<p><b>METAL</b> Empty and rinse food and product containers.</p> <ul style="list-style-type: none"> <li>• Aerosol cans (empty and non-hazardous)</li> <li>• Aluminum foil, foil trays and pans (clean)</li> <li>• Aluminum pie pans</li> <li>• Beverage and soda cans</li> <li>• Can lids - metal</li> <li>• Car parts - small (no fluids)</li> <li>• Doors and screens</li> <li>• Electrical motors</li> <li>• Food and soup cans</li> <li>• Furniture (e.g. chairs, tables)</li> <li>• Hangers - metal/wire</li> <li>• Keys</li> <li>• Lids and caps - metal (e.g. from glass bottles, jars)</li> <li>• Nuts and bolts</li> <li>• Paint cans (remove excess paint, let residue dry)</li> <li>• Pet food cans</li> <li>• Pipes</li> <li>• Plumbing fixtures</li> <li>• Pots and pans</li> <li>• Propane/gas tanks (empty, with valve off)</li> <li>• Scrap metal</li> <li>• Screws and nails</li> <li>• Sporting goods - metal</li> <li>• Tools - metal</li> <li>• Toys - metal</li> <li>• Umbrellas - metal</li> <li>• Utensils - metal</li> </ul>	<ul style="list-style-type: none"> <li>• Food jars</li> <li>• Windows - uncoated/unlaminated</li> <li>• Wine bottles</li> </ul>
<p><b>GLASS</b> Empty and rinse food and product containers.</p> <ul style="list-style-type: none"> <li>• Broken glass</li> <li>• Dishware - glass</li> </ul>	
<p><b>PAPER</b> Staples and tape are acceptable.</p> <ul style="list-style-type: none"> <li>• Aseptic containers* (e.g. juice, soup, soy milk)</li> <li>• Books - hardback and softback</li> <li>• Carbonless paper (e.g. receipts)</li> <li>• Cardboard - unwaxed (flattened)</li> <li>• Cereal and cracker boxes (remove liners)</li> <li>• Coffee cups - cardboard (e.g. from coffee shops)</li> <li>• Colored or construction paper</li> <li>• Coupons</li> <li>• Egg cartons - cardboard</li> <li>• Envelopes (plastic window OK)</li> <li>• Frozen food packaging - cardboard</li> <li>• Gift wrap (no metallic/foil)</li> <li>• Juice boxes and cartons - non-aseptic</li> <li>• Junk mail</li> <li>• Magazines and catalogs</li> <li>• Mailers - cardboard (e.g. FedEx, UPS)</li> <li>• Newspaper - clean (including inserts)</li> <li>• Paper bags</li> <li>• Paper cups and plates - clean, uncoated</li> <li>• Photographs - photo paper</li> <li>• Pizza delivery boxes - clean</li> <li>• Shoe boxes</li> <li>• Shredded paper (fit in clear plastic bag)</li> <li>• Telephone books</li> <li>• Tissue paper (e.g. gift wrap, dry cleaning)</li> <li>• White office computer paper</li> </ul>	<p>* material is recycled when markets exist</p> <ul style="list-style-type: none"> <li>• Household cleaner bottles (non-toxic)</li> <li>• Mouthwash container</li> <li>• Pet carriers</li> <li>• Pipe - plastic</li> <li>• Plastics (with numbers 1-7)</li> <li>• Prescription bottles (must be empty)</li> <li>• Shampoo and conditioner bottles</li> <li>• Shelving - plastic</li> <li>• Squeeze bottles (e.g. honey, mayo, ketchup)</li> <li>• Swimming pools (e.g. rigid, inflatable)</li> <li>• Take-out food containers - plastic</li> <li>• Toys - plastic</li> <li>• Umbrellas - plastic (e.g. patio, beach)</li> </ul>
<p><b>PLASTIC</b> Empty and rinse food and product containers.</p> <ul style="list-style-type: none"> <li>• Auto parts - plastic (no fluids)</li> <li>• Baby wipe containers</li> <li>• Baskets - plastic</li> <li>• Beverage bottles (e.g. soda, juices, water)</li> <li>• Bleach and detergent bottles</li> <li>• Buckets (remove metal handles)</li> <li>• Coat hangers - plastic</li> <li>• Coffee cup lids</li> <li>• Coolers</li> <li>• Crates - plastic</li> <li>• Disposable razors</li> <li>• Flower pots - plastic</li> <li>• Food containers (e.g. cottage cheese, yogurt)</li> <li>• Furniture - plastic (e.g. chairs, tables)</li> <li>• Gloves - rubber (not single-use or latex disposable)</li> <li>• Hoses (e.g. car, garden, appliance)</li> </ul>	<ul style="list-style-type: none"> <li>• Pallet wrap</li> <li>• Plastic or wax liners (e.g. from food packaging)</li> <li>• Plastic wraps</li> <li>• Produce bags</li> <li>• Shopping bags - plastic</li> <li>• Shrink wrap</li> </ul>
<p><b>FILM PLASTICS</b> Bundle in a clear plastic bag and knot the top.</p> <ul style="list-style-type: none"> <li>• Bread bags</li> <li>• Bubble wrap</li> <li>• Cellophane bags (e.g. pasta, salad, cookies)</li> <li>• Dry cleaning bags</li> <li>• Frozen food bags or pouches</li> <li>• Newspaper bags</li> </ul>	
<p><b>ELECTRONIC WASTE</b> Place these items inside your recyclables container. Electronic waste may also be dropped off. Please call customer service at <b>408.283.9250</b> to schedule an appointment.</p> <ul style="list-style-type: none"> <li>• Appliances - small (e.g. coffee maker, toaster)</li> <li>• Calculators</li> <li>• Cameras</li> <li>• Cell phones</li> <li>• Computer mice</li> <li>• Cords - tied up (e.g. telephone, computer, appliance)</li> <li>• DVRs, VCRs, DVD players</li> <li>• Fax machines</li> <li>• Keyboards</li> <li>• PDAs</li> <li>• Scanners</li> <li>• Stereos</li> <li>• Printers</li> <li>• Radios</li> <li>• Telephones</li> </ul>	<p><b>ELECTRONIC WASTE</b> Requires bulky item collection and does NOT go in your container.</p> <ul style="list-style-type: none"> <li>• Computer monitor</li> <li>• Computer tower</li> <li>• Laptop</li> <li>• Microwave - large</li> <li>• Television</li> </ul>

**GARBAGE** Please place all NON-reusable, NON-recyclable and NON-hazardous materials in your garbage container.

All items must fit loosely inside the garbage container with the lid closed. For an extra garbage pick-up, please contact Customer Service at **408.283.9250**.

<p><b>METAL</b></p> <ul style="list-style-type: none"> <li>Foil wrapped beverage pouches (e.g. Capri Sun)</li> </ul>	
<p><b>PAPER</b></p> <ul style="list-style-type: none"> <li>Carbon paper</li> <li>Cardboard - waxed or soiled</li> <li>Compostable ware</li> <li>Envelopes (e.g. padded, Tyvek)</li> </ul>	<ul style="list-style-type: none"> <li>Ice cream cartons</li> <li>Newspaper - dirty (paint, pet waste or food/grease)</li> <li>Paper cups and plates - coated</li> <li>Paper napkins</li> </ul>
<p><b>PLASTIC</b></p> <ul style="list-style-type: none"> <li>Chip bags</li> <li>Credit cards</li> <li>Foil beverage pouches</li> <li>Gloves - latex (single-use and disposable)</li> </ul>	<ul style="list-style-type: none"> <li>Pipe - PVC</li> <li>Rubber bands</li> <li>Shoes</li> </ul>
<p><b>POLYSTYRENE/STYROFOAM™</b></p> <ul style="list-style-type: none"> <li>Cups and plates</li> <li>Egg cartons - molded foam</li> </ul>	<ul style="list-style-type: none"> <li>Foam packing (e.g. from electronics)</li> <li>Meat trays - molded foam</li> </ul>
<p><b>FABRIC/TEXTILES</b> Try donating first.</p> <ul style="list-style-type: none"> <li>Accessories (e.g. belts, purses)</li> <li>Boots and shoes</li> <li>Burlap</li> <li>Carpet and rugs</li> <li>Cotton</li> </ul>	<ul style="list-style-type: none"> <li>Diapers - cloth or disposable</li> <li>Downfilled items</li> <li>Electric blankets</li> <li>Fabrics</li> <li>Leather goods</li> </ul>
<p><b>FOOD/PET WASTE</b></p> <ul style="list-style-type: none"> <li>Bones</li> <li>Bread</li> <li>Coffee grounds</li> <li>Dairy products (e.g. cheese)</li> </ul>	<ul style="list-style-type: none"> <li>Fish and shellfish</li> <li>Fruit</li> <li>Grains (e.g. bean, rice)</li> <li>Meat</li> </ul>
<p><b>ELECTRONIC WASTE</b></p> <ul style="list-style-type: none"> <li>Audio tapes</li> </ul>	<ul style="list-style-type: none"> <li>Speakers</li> </ul>
<p><b>GLASS</b></p> <ul style="list-style-type: none"> <li>Ceramics</li> <li>Cookware - glass (e.g. baking pans, Pyrex™)</li> </ul>	<ul style="list-style-type: none"> <li>Glass art</li> <li>Incandescent light bulbs</li> </ul>
<p><b>GREEN WASTE</b> Items may not exceed 2 feet in length or 3 inches in diameter. For large amounts of these items, please contact Customer Service at 408.283.9250.</p> <ul style="list-style-type: none"> <li>Ashes (bagged, hot ashes prohibited)</li> <li>Bamboo</li> <li>Cactus</li> <li>Construction lumber* (painted, treated)</li> <li>Crates - wood*</li> </ul>	<ul style="list-style-type: none"> <li>Poison oak</li> <li>Rocks*</li> <li>Sawdust (bagged)</li> <li>Sod*</li> <li>Soil*</li> </ul>
<p><b>METAL</b></p> <ul style="list-style-type: none"> <li>Thermal fax paper</li> <li>Tissues (e.g. Kleenex)</li> <li>Waxed paper</li> </ul>	<ul style="list-style-type: none"> <li>Paper towels</li> <li>Photographs - Polaroid</li> <li>Pizza delivery boxes - soiled (food, grease)</li> <li>Take-out food containers (e.g. fast food)</li> </ul>
<p><b>PLASTIC</b></p> <ul style="list-style-type: none"> <li>Straws</li> <li>Take-out food containers - polystyrene foam</li> <li>Tarps*</li> </ul>	<ul style="list-style-type: none"> <li>Toothpaste and ointment tubes</li> <li>Utensils - plastic (e.g. spoons, forks, knives)</li> <li>Webbing/mesh (e.g. from lawn furniture)</li> </ul>
<p><b>POLYSTYRENE/STYROFOAM™</b></p> <ul style="list-style-type: none"> <li>Cups and plates</li> <li>Egg cartons - molded foam</li> </ul>	<ul style="list-style-type: none"> <li>Packing "peanuts" (bagged)</li> </ul>
<p><b>FABRIC/TEXTILES</b> Try donating first.</p> <ul style="list-style-type: none"> <li>Accessories (e.g. belts, purses)</li> <li>Boots and shoes</li> <li>Burlap</li> <li>Carpet and rugs</li> <li>Cotton</li> </ul>	<ul style="list-style-type: none"> <li>Diapers - cloth or disposable</li> <li>Downfilled items</li> <li>Electric blankets</li> <li>Fabrics</li> <li>Leather goods</li> </ul>
<p><b>FOOD/PET WASTE</b></p> <ul style="list-style-type: none"> <li>Bones</li> <li>Bread</li> <li>Coffee grounds</li> <li>Dairy products (e.g. cheese)</li> </ul>	<ul style="list-style-type: none"> <li>Fish and shellfish</li> <li>Fruit</li> <li>Grains (e.g. bean, rice)</li> <li>Meat</li> </ul>
<p><b>ELECTRONIC WASTE</b></p> <ul style="list-style-type: none"> <li>Audio tapes</li> </ul>	<ul style="list-style-type: none"> <li>Speakers</li> </ul>
<p><b>GLASS</b></p> <ul style="list-style-type: none"> <li>Ceramics</li> <li>Cookware - glass (e.g. baking pans, Pyrex™)</li> </ul>	<ul style="list-style-type: none"> <li>Glass art</li> <li>Incandescent light bulbs</li> </ul>
<p><b>GREEN WASTE</b> Items may not exceed 2 feet in length or 3 inches in diameter. For large amounts of these items, please contact Customer Service at 408.283.9250.</p> <ul style="list-style-type: none"> <li>Ashes (bagged, hot ashes prohibited)</li> <li>Bamboo</li> <li>Cactus</li> <li>Construction lumber* (painted, treated)</li> <li>Crates - wood*</li> </ul>	<ul style="list-style-type: none"> <li>Poison oak</li> <li>Rocks*</li> <li>Sawdust (bagged)</li> <li>Sod*</li> <li>Soil*</li> </ul>
<p><b>METAL</b></p> <ul style="list-style-type: none"> <li>Thermal fax paper</li> <li>Tissues (e.g. Kleenex)</li> <li>Waxed paper</li> </ul>	<ul style="list-style-type: none"> <li>Paper towels</li> <li>Photographs - Polaroid</li> <li>Pizza delivery boxes - soiled (food, grease)</li> <li>Take-out food containers (e.g. fast food)</li> </ul>
<p><b>PLASTIC</b></p> <ul style="list-style-type: none"> <li>Straws</li> <li>Take-out food containers - polystyrene foam</li> <li>Tarps*</li> </ul>	<ul style="list-style-type: none"> <li>Toothpaste and ointment tubes</li> <li>Utensils - plastic (e.g. spoons, forks, knives)</li> <li>Webbing/mesh (e.g. from lawn furniture)</li> </ul>
<p><b>POLYSTYRENE/STYROFOAM™</b></p> <ul style="list-style-type: none"> <li>Cups and plates</li> <li>Egg cartons - molded foam</li> </ul>	<ul style="list-style-type: none"> <li>Packing "peanuts" (bagged)</li> </ul>
<p><b>FABRIC/TEXTILES</b> Try donating first.</p> <ul style="list-style-type: none"> <li>Accessories (e.g. belts, purses)</li> <li>Boots and shoes</li> <li>Burlap</li> <li>Carpet and rugs</li> <li>Cotton</li> </ul>	<ul style="list-style-type: none"> <li>Diapers - cloth or disposable</li> <li>Downfilled items</li> <li>Electric blankets</li> <li>Fabrics</li> <li>Leather goods</li> </ul>
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## GREEN WASTE

Please place all yard waste together in your green waste container. Items may not exceed 2 feet in length or 3 inches in diameter and must fit loosely inside with the lid closed.

- Branches - cut to fit loosely in container
- Holiday trees - see Extra Services
- Flax
- Flowers
- Garden/tree fruits and vegetables
- Grass clippings
- Ivy
- Ice plant
- Landscape vegetation
- Leaves
- Plant trimmings
- Shrubs
- Small prunings
- Succulents
- Tree trimmings - see size limitations above

## HAZARDOUS WASTE

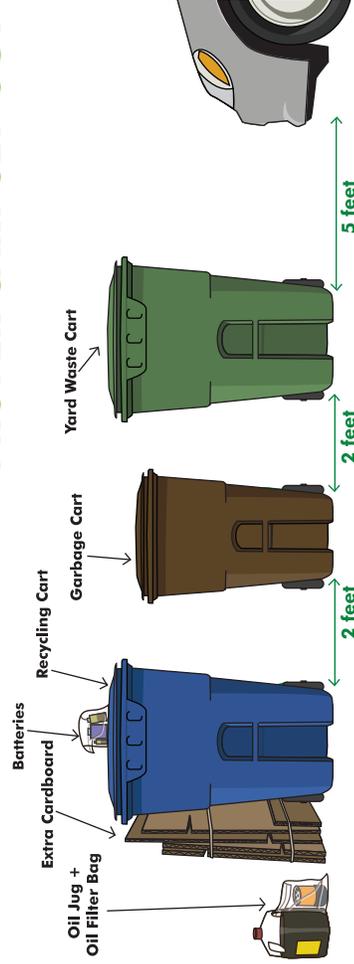
These items **cannot** go into the garbage, recycling or yard waste container for collection.

- Auto and brake fluids
- Car batteries
- Cleaning fluids
- Computers\*
- Electronic waste\* (except as listed in recyclables)
- Fire extinguishers
- Fluorescent light bulbs\* (e.g. CFLs, tubes)
- Fuel tanks - with valve on (e.g. helium, propane, gas tanks)
- Grease and cooking oil
- Household Batteries\* (e.g. AA, AAA, D, nickel cadmium, lithium)
- Laptops
- Mercury thermometers and thermostats\*
- Monitors\*
- Motor oil\*
- Oil filters\*
- Paints\* (e.g. water based)
- Paints and stains (e.g. oil based and latex)
- Pesticides and fertilizers
- Pool and spa chemicals
- Solvents
- Syringes and sharps
- Televisions\*
- Transmission fluid

For more information on collection or drop-off, please call the Santa Clara County Household Hazardous Waste Program at **408.299.7300** or visit [www.hhw.org](http://www.hhw.org).

\*See information in Extra Services on page 6 for collection options through West Valley Collection & Recycling.

## PROPER CART SET-OUT



## EXTRA SERVICES Provided Free of Charge

### Annual Clean-Up

West Valley Collection & Recycling will collect items curbside annually. A notification of your scheduled clean-up date and acceptable items will be mailed one month prior to your clean-up date. If you miss your scheduled date, you can schedule a reduced price bulky item collection by calling Customer Service at **408.283.9250**.

### Holiday Tree Collection

West Valley Collection & Recycling will collect your undecorated natural or flocked holiday tree, beginning the first business day after December 25th through the third full week of January. Please remove stands, tinsel and decorations and cut tree into 5 feet or less. Place tree at least 1 foot away from curbs.

### Household Batteries

To recycle small batteries, simply place the batteries in a clear sealed plastic bag and place the items on top (not inside) of your recycle cart.

### Universal & E-Waste Drop-Off

West Valley Collection & Recycling offers a free Universal and E-Waste drop-off site where residents can drop-off items such as computer monitors, TVs, water-based paints, motor oil and fluorescent bulbs. Please call Customer Service at **408.283.9250** to make an appointment.

### Used Motor Oil and Motor Oil Filters

To recycle used motor oil and motor oil filters curbside, you must use a FREE West Valley Collection & Recycling issued oil jug and oil filter bag as they are designed to prevent leaks. Please place filled oil jugs and filter bags on the curb near your containers for collection. Oil mixed with other automotive fluid will not be collected. To request a FREE oil jug or filter bag, call Customer Service at **408.283.9250**.

## EXTRA SERVICES For Additional Charge

### Bulky Item Collection

Furniture, refrigerators or other large items may be picked up at your curb for a small fee. To schedule a pick-up appointment or obtain a list of accepted items, please call Customer Service at **408.283.9250**.

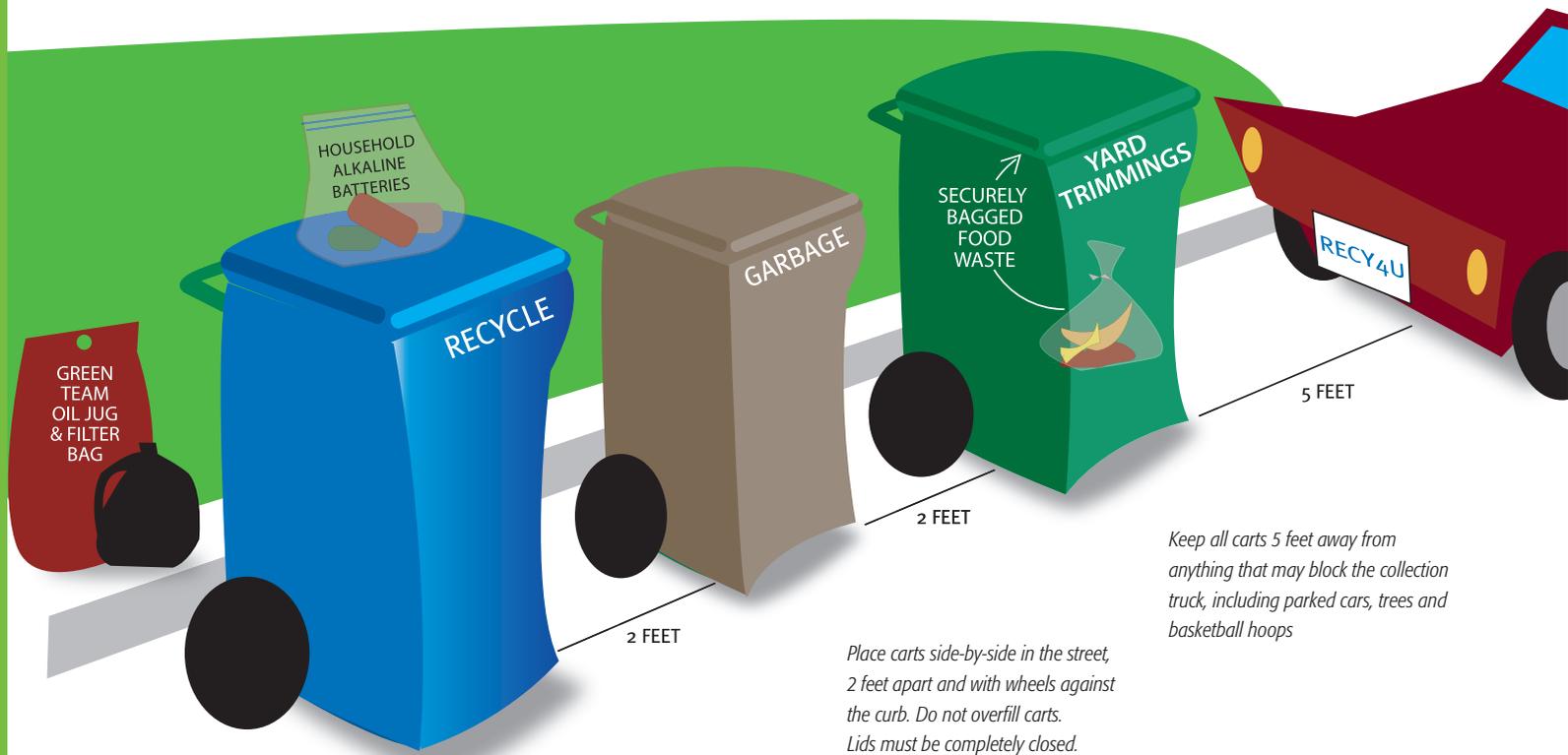
### Extra Garbage

Extra garbage may be picked up at your curb for a small fee. You must place extra garbage in 32-gallon bag. To schedule a pick-up, please call Customer Service at **408.283.9250**.

### Roll-Off Box Rental

West Valley Collection & Recycling is the exclusive provider of roll-off and debris boxes for the cities of Campbell, Los Gatos, Monte Sereno and Saratoga. To dispose of concrete, dirt and general debris call Customer Service at **408.283.9250** to order a debris box. Boxes range from 8 to 40 cubic yards.

# All items must fit loosely inside the carts.



Keep all carts 5 feet away from anything that may block the collection truck, including parked cars, trees and basketball hoops

Place carts side-by-side in the street, 2 feet apart and with wheels against the curb. Do not overfill carts. Lids must be completely closed.

## Yard Trimmings:

Place Yard Trimmings in your yard trimmings cart

Grass clippings, weeds, flowers and leaves

Branches (not exceeding 2' in length and 6" in diameter)

Untreated wood (not exceeding 2' in length and 6" in diameter)

Secure **Food Waste** in a tied plastic bag, place tied bag inside your yard trimmings cart

Fruits and vegetables

Bread and pasta

Meat, bones and eggs

Dairy

Coffee grounds

Nuts and beans

## Food soiled paper:

Napkins and paper towels

Coffee filters and tea bags

Pizza boxes

Take out paper bags

## Recycling:

Place Recycling in your recycling cart. Empty and scrape food and product containers.

### Paper:

Books

Cardboard and paper boxes – unwaxed (flattened)

Catalogs and magazines

Computer paper

Construction paper

Egg cartons

Gift wrap (no metallic/foil)

Juice boxes and cartons

Mail

Milk Cartons

Newspaper

Paper bags

Shredded paper (in clear plastic bag)

### Plastic:

Bottles, cups, jars and tubs

Buckets

Flower pots

Furniture

Plastic 1-7

Swimming pools

Film Plastic: Bundle in a clear plastic bag and knot the top.

Plastic bags (grocery, dry cleaning & shopping)

Plastic wrap (bubble wrap, food bags & shrink wrap)

### Glass:

Bottles and jars

### Metal:

Aerosol cans

Aluminum foil and pans

Car parts

Food and soda cans

Furniture

Plumbing fixtures

Pots and pans

Scrap metal

Small appliances

## Garbage:

Place all NON- Reusable, NON-Recyclable and NON-Hazardous items in your garbage cart.

### Green Waste:

Ashes (cold and bagged)

Bamboo

Cactus

Palm fronds

Pampas grass

Poison Oak

Sawdust (bagged)

Treated wood

Wood chips

Yucca

### Textiles:

Burlap

Carpet and rugs

Diapers

Downfilled items

Fabric (cotton, polyester & wool)

Leather

Pillows

Rubber

Shoes

Vinyl

### Other:

CDs and DVDs

Ceramics

Glass cookware

Incandescent light bulbs

Mirrors

Packing peanuts (bagged)

Pet waste

Styrofoam™

Tarps

Toothpaste and ointment tubes

Video tapes

**Household Hazardous Waste** cannot go into the garbage, recycling or yard trimmings cart. You can schedule a free disposal appointment for hazardous materials such as auto brake and transmission fluid, car batteries, cleaning fluids, electronic waste, fluorescent light bulbs, mercury thermometers, paint, pesticides and fertilizers, pool chemicals, syringes and sharps. Call the Santa Clara County Household Hazardous Waste Program at 408.299.7300 or visit [www.hhw.org](http://www.hhw.org).



1333 Oakland Road  
 San Jose, CA 95112-9894  
 408.283.8500  
 www.greenteam.com  
 customerservice@greenteam.com

# Residential Services Guide

*Important information inside regarding your recycling, food waste, yard trimming and garbage service.*

## Extra Services Provided Free of Charge

### Household Batteries

To recycle small batteries, place the batteries in a clear sealed bag and place the bag on top (not inside) of your recycling cart.

### Holiday Tree Collection

GreenTeam will collect up to two undecorated holiday trees per residence, for three weeks following December 25th. Please remove stands, tinsel and decorations and cut tree into 4-foot lengths or less. Place tree 1 foot away from carts.

### Annual Clean Up

Twice per year residents will be invited to a centrally located drop off location where you can dispose of large items and household debris.

**Call Customer Service at 408.283.8500** to schedule an appointment or visit [www.greenteam.com](http://www.greenteam.com) for more information.

### Motor Oil and Filter Collection

To recycle used motor oil and motor oil filters curbside, you must use a FREE GreenTeam issued oil jug and filter bag, as they are designed to prevent leaks. Place filled jugs and filter bags on the curb near your recycling container for collection. Oil mixed with other automotive fluid will not be collected.

### Curbside Clean Up

Twice per year residents may schedule an on-call curbside clean up for household debris.

## Request Additional Curbside Service

*Charges Apply*

### Extra Garbage

Extra garbage bags, weighing up to 40 pounds can be picked up at your curb.

### Bulky Item Collection

Large items such as furniture, appliances and e-waste can be picked up from your curb.

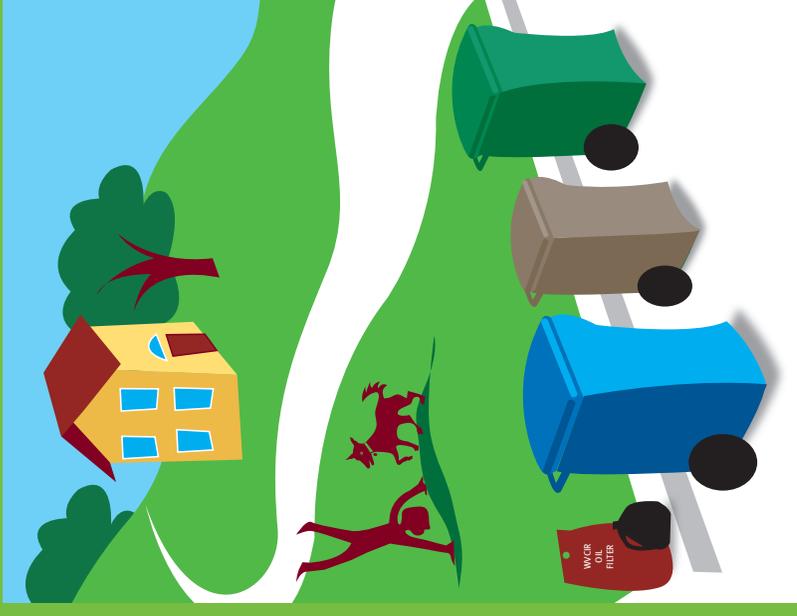
### Roll-off Box Rental

Roll-off and debris boxes, can be delivered to your home to dispose of concrete, dirt and general debris. Boxes range from 8 to 40 cubic yards.

**Call Customer Service at 408.283.8500** to schedule an appointment

### For more information:

Visit [greenteam.com](http://greenteam.com)  
 Call 408.283.8500  
 Email [customerservice@greenteam.com](mailto:customerservice@greenteam.com)



# Residential Services Guide



**GreenTeam is proud to be your new service provider for:  
garbage, recycling, yard trimmings and food waste,  
beginning July 1st, 2015.**

**Beginning July 1st, 2015  
your collection day is **Wednesday****

**In addition to your existing services  
we are excited to offer these new options and enhancements:**

### **Food Waste Composting**

*You can now place food waste, secured in a sealed or tied plastic bag inside your yard trimmings cart for composting.\** Food waste items include the following:

- fruits and vegetables
- bread and pasta
- meat, bones and eggs
- dairy
- coffee grounds
- nuts and beans
- food soiled napkins/paper towels
- coffee filters and tea bags
- pizza boxes
- restaurant take-out paper bags

\*Important food waste instructions: All food waste MUST be in a secured, sealed or tied plastic bag in order for us to pull it from the yard trimmings at our facility and properly compost it.

### **Residential Services Guide**

We've provided a new Residential Services Guide in this mailing. Please keep it available for future reference. It includes detailed lists of which items go into your garbage, recycling and yard waste carts, as well as information on additional services available from GreenTeam.

### **New 20 Gallon Garbage Cart**

This smaller garbage cart is for those who: produce very little garbage, have a one or two person household, and are "Super Recyclers". Please call Customer Service at (408) 283-8500 for more details.

### **Brand New Environmentally Friendly Trucks**

This summer you will see GreenTeam's new trucks in your neighborhood. Our trucks are powered by compressed natural gas (CNG), a cleaner burning alternative fuel made entirely in the U.S., providing our community with cleaner air.

#### **For more information:**

Call GreenTeam Customer Service at **(408) 283-8500**  
[customerservice@greenteam.com](mailto:customerservice@greenteam.com)  
[www.greenteam.com](http://www.greenteam.com)



**GreenTeam is proud to be your new service provider for:  
garbage, recycling, yard trimmings and food waste,  
beginning July 1st, 2015.**

**Beginning July 2nd, 2015  
your collection day is **Thursday****

**In addition to your existing services  
we are excited to offer these new options and enhancements:**

### **Food Waste Composting**

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This summer you will see GreenTeam's new trucks in your neighborhood. Our trucks are powered by compressed natural gas (CNG), a cleaner burning alternative fuel made entirely in the U.S., providing our community with cleaner air.

#### **For more information:**

Call GreenTeam Customer Service at **(408) 283-8500**  
[customerservice@greenteam.com](mailto:customerservice@greenteam.com)  
[www.greenteam.com](http://www.greenteam.com)



**GreenTeam is proud to be your new service provider for:  
garbage, recycling, yard trimmings and food waste,  
beginning July 1st, 2015.**

**Beginning July 3rd, 2015  
your collection day is **Friday****

**In addition to your existing services  
we are excited to offer these new options and enhancements:**

### **Food Waste Composting**

*You can now place food waste, secured in a sealed or tied plastic bag inside your yard trimmings cart for composting.\** Food waste items include the following:

- fruits and vegetables
- bread and pasta
- meat, bones and eggs
- dairy
- coffee grounds
- nuts and beans
- food soiled napkins/paper towels
- coffee filters and tea bags
- pizza boxes
- restaurant take-out paper bags

\*Important food waste instructions: All food waste MUST be in a secured, sealed or tied plastic bag in order for us to pull it from the yard trimmings at our facility and properly compost it.

### **Residential Services Guide**

We've provided a new Residential Services Guide in this mailing. Please keep it available for future reference. It includes detailed lists of which items go into your garbage, recycling and yard waste carts, as well as information on additional services available from GreenTeam.

### **New 20 Gallon Garbage Cart**

This smaller garbage cart is for those who: produce very little garbage, have a one or two person household, and are "Super Recyclers". Please call Customer Service at (408) 283-8500 for more details.

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[customerservice@greenteam.com](mailto:customerservice@greenteam.com)  
[www.greenteam.com](http://www.greenteam.com)



**GreenTeam is proud to be your new service provider for:  
garbage, recycling, yard trimmings and food waste,  
beginning July 1st, 2015.**

**Beginning July 6th, 2015  
your collection day is **Monday****

**In addition to your existing services  
we are excited to offer these new options and enhancements:**

### **Food Waste Composting**

*You can now place food waste, secured in a sealed or tied plastic bag inside your yard trimmings cart for composting.\** Food waste items include the following:

- fruits and vegetables
- bread and pasta
- meat, bones and eggs
- dairy
- coffee grounds
- nuts and beans
- food soiled napkins/paper towels
- coffee filters and tea bags
- pizza boxes
- restaurant take-out paper bags

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Call GreenTeam Customer Service at **(408) 283-8500**  
[customerservice@greenteam.com](mailto:customerservice@greenteam.com)  
[www.greenteam.com](http://www.greenteam.com)



**GreenTeam is proud to be your new service provider for:  
garbage, recycling, yard trimmings and food waste,  
beginning July 1st, 2015.**

**Beginning July 7th, 2015  
your collection day is **Tuesday****

**In addition to your existing services  
we are excited to offer these new options and enhancements:**

### **Food Waste Composting**

*You can now place food waste, secured in a sealed or tied plastic bag inside your yard trimmings cart for composting.\** Food waste items include the following:

- fruits and vegetables
- bread and pasta
- meat, bones and eggs
- dairy
- coffee grounds
- nuts and beans
- food soiled napkins/paper towels
- coffee filters and tea bags
- pizza boxes
- restaurant take-out paper bags

\*Important food waste instructions: All food waste MUST be in a secured, sealed or tied plastic bag in order for us to pull it from the yard trimmings at our facility and properly compost it.

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Call GreenTeam Customer Service at **(408) 283-8500**  
[customerservice@greenteam.com](mailto:customerservice@greenteam.com)  
[www.greenteam.com](http://www.greenteam.com)



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# West Valley Recycles!



## 100% Recycled Compost and Mulch Now Available for Purchase at Guadalupe Landfill!

With California facing the drought, how are we able to maintain our gardens and landscapes with less water? COMPOST and MULCH! The Guadalupe Landfill Landscape Center offers a variety of WM EarthCare products that will help Bay Area landscapers and gardeners enrich their landscape while reducing their carbon footprint. Their compost and mulch are locally made from 100% recycled food scraps, lumber debris and yard trimmings from all over the Bay Area. For more information on their products and other locations, please visit [wmearthcare.com](http://wmearthcare.com).

### WM EARTHCARE LANDSCAPE CENTER GUADALUPE LANDFILL

15999 Guadalupe Mines  
San Jose, CA 95120

**408-268-1694**

Monday-Friday, 8am – 4pm  
Saturday, 8am – 1pm  
Closed Sundays



Reminder: Solid waste collection rate change effective July 1, 2015

## WVC&R Customer Service is Here for YOU!

Contact us for:

- Bulky Item Collection
- Collection Service Inquiries
- Debris Box Rentals
- Extra Garbage Pick-Up
- Free Residential How-to Guide

**Call: 408-283-9250**

**Email: [customerservice@westvalleyrecycles.com](mailto:customerservice@westvalleyrecycles.com)**

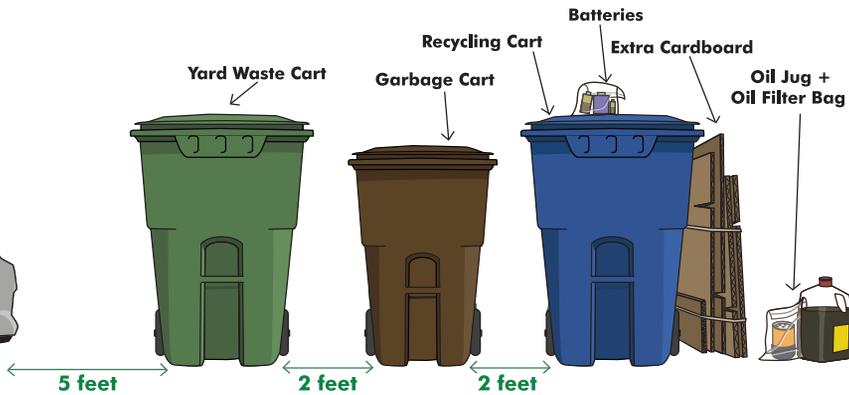




# West Valley Recycles!

## For Collection Day, please remember:

- Household batteries must be placed in a clear sealed plastic bag and placed on top of recycling cart.
- Extra cardboard must be cut down, bundled and placed next to your recycling cart. Bundle must be able to fit inside recycling cart.
- WVC&R provides free oil jugs and filter bags for easy disposal. Contact Customer Service to place your order.
- To avoid litter, please make sure lids are closed and do not over-stuff your carts.



Choose the method that works best for you.

**Pay/View Bill Online:** Visit our online payment system at [www.wcicustomer.com](http://www.wcicustomer.com).

If you already have an existing profile, please log in using your User Name and password. To enroll as a new user, please set up a new profile. You will need your account number and an invoice number, which can be found on your recent bill.

*\*We accept Visa, MasterCard, American Express and checking accounts for online payments.*

**Pay over the Phone with a Credit Card:** Call our automated phone system at **(855) 569-2719**. You will need to enter your account number and the amount you owe to make a payment.

**Pay by Mail:** Mail in a check payable to West Valley Collection & Recycling. Use the pre-addressed envelope included with your bill. Please include the payment stub to expedite the payment process.

**Pay at our Office:** 1333 Oakland Road San Jose, CA 95112

Our office hours are:  
Monday – Friday  
8 AM to 4:30 PM  
**(408) 283-9250**

## Safety First – Go Home Safe

Our drivers can face a number of obstacles before, during and after collection services in our trucks. To ensure the safety of the community and WVC&R Employees, WVC&R's Operations Team speaks with the drivers every day on how to avoid potential hazards and injuries. With safety as our number one core value, we recognize employees who strive to practice, work and live every day with a safety driven mindset. In early March, Waste Connections, Inc.

was proud to award a number of WVC&R and GreenTeam of San Jose drivers for their exemplary safety performance of over 5 years. The Safety Awards honored drivers and mechanics who achieved an incident-free record that ranged from 7 to 12 years. After the award ceremony, the celebration continued with food and music.



## Important to Note

**Roll-Off and Debris Box**  
WVC&R is the exclusive roll-off and debris box provider in Campbell, Los Gatos, Monte Sereno and Saratoga. To schedule a delivery, please contact Customer Service at **(408) 283-9250** or by email at [customerservice@westvalleyrecycles.com](mailto:customerservice@westvalleyrecycles.com).

**Household Hazardous Waste:** Call the Santa Clara County Household Hazardous Waste Program at **(408) 299-7300**. For more about WVC&R's e-waste and universal waste residential drop off program call **(408) 283-9250**.

**Reduce Litter:** Remember to place all loose light items such as frozen food bags, plastic grocery bags, plastic liners, plastic wrap, shredded paper, Styro-foam packing peanuts, and any other items in a tied plastic bag before placing into cart.

To order a free How-to guide, free oil jug and filter bag, please call **(408)283-9250**.

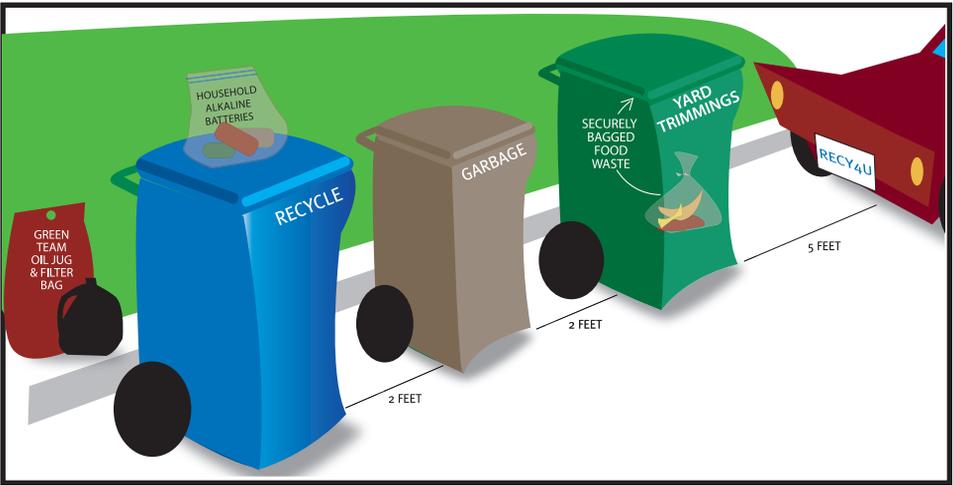
**Contact Us:**  
**(408) 283-9250**  
[www.westvalleyrecycles.com](http://www.westvalleyrecycles.com)  
customerservice@westvalleyrecycles.com

Bill Pay the Easy Way

# Non-Collection Notice



- Recycling     
  Garbage     
  Yard Trimmings



**We could not collect today for the reason checked below:**

- 1. Cart lid must close completely.
- 2. Cart contains unacceptable material. \_\_\_\_\_  
Call 408.283.8500 or visit [www.greenteam.com](http://www.greenteam.com) for list of approved items.
- 3. Cart is too heavy or overpacked.
- 4. Must use motor oil jugs and oil filter bags provided free by GreenTeam.  
Call 408.283.8500 to request free oil jugs or a filter bag.
- 5. Used motor oil and oil filters only. No automotive fluids.  
Call Household Hazardous Waste at 408.299.7300 for a free drop off appointment.
- 6. Food waste must be secured in a sealed or tied plastic bag, and placed inside yard trimmings cart.
- 7. Household hazardous waste requires special disposal.  
Call 408.299.7300 or visit [www.hhw.org](http://www.hhw.org) for more information.
- 8. Oversized items can be picked up for a fee.  
Call 408.283.8500 to schedule a pick up.
- 9. Other: \_\_\_\_\_

**Reminders:**

- Cardboard must be cut down and bundled in sizes able to fit inside the recycling cart with lids closed.
- Set out carts no later than 6 AM on collection day.  
Collection occurs between 6 AM and 6 PM.
- Place motor oil jugs and filter bags on the curb to prevent spills.
- Place carts 2 feet apart from each other and 5 feet away from vehicles and other obstructions.
- Place cart wheels against the curb.
- Call Customer Service at 408.283.8500 for cart repair or replacement.

**Questions?**

Call Green Team at **408.283.8500** or visit **[www.greenteam.com](http://www.greenteam.com)**.  
To order a free recycling guide, please call **408.283.8500**.

ROUTE # \_\_\_\_\_ DATE \_\_\_\_\_ CART: G \_\_\_\_ R \_\_\_\_ GW \_\_\_\_ DRIVER INITIALS \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NOTES: \_\_\_\_\_

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> 1. CART LID NOT CLOSED    | <input type="checkbox"/> 5. AUTOMOTIVE FLUIDS | <input type="checkbox"/> 9. OTHER: _____ |
| <input type="checkbox"/> 2. UNACCEPTABLE MATERIALS | <input type="checkbox"/> 6. FOOD WASTE        | _____                                    |
| <input type="checkbox"/> 3. OVERPACKED/TOO HEAVY   | <input type="checkbox"/> 7. HAZARDOUS WASTE   | _____                                    |
| <input type="checkbox"/> 4. NEEDS OIL JUGS/FILTERS | <input type="checkbox"/> 8. OVERSIZED         | _____                                    |

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## Appendix F—Sample Invoices

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WASTE CONNECTIONS INC.

WEST VALLEY COLLECTION  
1333 Old Oakland Rd  
San Jose, CA 95112  
DISTRICT NO. 4025

ACCOUNT NO. 4025-24285  
INVOICE NO. 1260432  
STATEMENT DATE 08/01/15  
DUE DATE 08/09/15  
BILLING PERIOD 07/01/15-09/30/15

LUCAS, SHAWN  
52 JACKSON ST  
LOS GATOS, CA 95030

FOR ASSISTANCE CALL  
Customer Service 408-283-9250

INVOICE STATEMENT

Date	Description	Amount
	PREVIOUS BALANCE -----	\$ 93.16
	LUCAS, SHAWN 52 JACKSON ST	
	SERVICE LOCATION	
04/06/15	Payment 150403240567	\$ 93.16-
07/31/15	35 GAL GARB HARD TO SERVE	\$ 73.23
	BALANCE DUE	\$ 73.23

This invoice is scheduled for automatic payment according to your instructions on our on-line bill pay site at <http://www.wcicustomer.com>.

Reminder: Solid waste collection rate change effective July 1, 2015.

If you would like to make a credit card payment using our automated system, please call 855-569-2719.

Please remit to the address below and return your remit stub with your payment. NYNNNNNNNY



WASTE CONNECTIONS INC.

WEST VALLEY COLLECTION  
1333 Old Oakland Rd  
San Jose, CA 95112

ACCOUNT NO. 4025-24285  
INVOICE NO. 1260432  
STATEMENT DATE 08/01/15  
DUE DATE 08/09/15  
PAY THIS AMOUNT 73.23

WRITE AMOUNT PAID	\$
-------------------	----

LUCAS, SHAWN  
52 JACKSON ST  
LOS GATOS, CA 95030

MAIL PAYMENT TO:  
WEST VALLEY COLLECTION  
1333 Old Oakland Rd  
San Jose, CA 95112



WASTE CONNECTIONS INC.

WEST VALLEY COLLECTION  
A WASTE CONNECTIONS COMPANY  
1333 OLD OAKLAND HWY  
SAN JOSE, CA 95112-1364  
DISTRICT NO. 4025

ACCOUNT NO. 4025-50696  
INVOICE NO. 111658  
STATEMENT DATE 10/01/15  
DUE DATE 10/20/15  
BILLING PERIOD 10/01/15-10/31/15

7-11 STORE #14247  
262 W SUNNYOAKS AVE  
CA 75221-9088, CA 95008

FOR ASSISTANCE CALL  
Customer Service 408-283-9250

INVOICE STATEMENT

Date	Description	Amount
	<b>Previous Balance</b>	<b>\$ 305.06</b>
09/25/15	Online Payment-Cc <b>Total Payments And Credits</b>	2672809975 <b>\$ 305.06-</b> <b>\$ 305.06-</b>
10/01/15	<b>Service Location</b> Acct #50696 3 Yd 1X Wk 1 10/01/15-10/31/15 <b>Current Charges And Fees</b>	<b>7-11 Store #14247</b> <b>262 W Sunnyoaks Ave</b> <b>1 Each @ \$247.86</b>  <b>\$ 247.86</b> <b>\$ 247.86</b>
	<b>Total Due</b>	<b>\$ 247.86</b>

If you would like to make a credit card payment using our automated system, please call 855-569-2719.

Please remember container lids need to be completely closed for proper service. If you find that you have more recyclables or garbage than fit in your container on a regular basis, please contact Customer Service at 408/283-9250 to "right size" your service.

Please remit to the address below and return your remit stub with your payment. NNNNNNNNNNY



WASTE CONNECTIONS INC.

WEST VALLEY COLLECTION  
A WASTE CONNECTIONS COMPANY  
1333 OLD OAKLAND HWY  
SAN JOSE, CA 95112-1364

ACCOUNT NO. 4025-50696  
INVOICE NO. 111658  
STATEMENT DATE 10/01/15  
DUE DATE 10/20/15  
PAY THIS AMOUNT 247.86

WRITE AMOUNT PAID	\$
-------------------------	----

SOUTHLAND CORPORATION  
KABIR  
PO BOX 2410  
C/O ADVANTAGE IQ  
SPOKANE, WA 99210

MAIL PAYMENT TO:  
WEST VALLEY COLLECTION  
A WASTE CONNECTIONS COMPANY  
1333 OLD OAKLAND HWY  
SAN JOSE, CA 95112-1364



GREEN TEAM OF SAN JOSE  
 A WASTE CONNECTIONS COMPANY  
 1333 OLD OAKLAND RD  
 SAN JOSE, CA 95112-1364  
 DISTRICT NO. 4020

ACCOUNT NO. 4020-2173  
 INVOICE NO. 105771  
 STATEMENT DATE 10/01/15  
 DUE DATE 10/30/15  
 BILLING PERIOD 09/01/15-10/31/15

KRISTINA RIZGA  
 15450 SODA SPRINGS RD  
 LOS GATOS, CA 95033

FOR ASSISTANCE CALL  
 Customer Service 408-283-8500

INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$ 91.54
08/18/15	Online Payment-Thank You Total Payments And Credits	\$ 91.54- \$ 91.54-
	Service Location Acct #2173 32 GI 1X Wk 1 09/01/15-10/31/15 Current Charges And Fees	Kristina Rizga 15450 Soda Springs Rd 1 Each @ \$91.54 \$ 91.54 \$ 91.54
	Total Due	\$ 91.54

This invoice is scheduled for automatic payment according to your instructions on our on-line bill pay site at <http://www.wcicustomer.com>.

Please make sure your current bill pay settings reflect the account number and company name that is on this invoice. As of 7/1/15 your account number and garbage company have changed.

Please remit to the address below and return your remit stub with your payment.

NNYNNNNNNNY



GREEN TEAM OF SAN JOSE  
 A WASTE CONNECTIONS COMPANY  
 1333 OLD OAKLAND RD  
 SAN JOSE, CA 95112-1364

ACCOUNT NO. 4020-2173  
 INVOICE NO. 105771  
 STATEMENT DATE 10/01/15  
 DUE DATE 10/30/15  
 PAY THIS AMOUNT 91.54

WRITE AMOUNT PAID	\$
-------------------------	----

KRISTINA RIZGA  
 558 ROOSEVELT WAY  
 SAN FRANCISCO, CA 94114-1419

MAIL PAYMENT TO:  
 GREEN TEAM OF SAN JOSE  
 A WASTE CONNECTIONS COMPANY  
 1333 OLD OAKLAND RD  
 SAN JOSE, CA 95112-1364



GREEN TEAM OF SAN JOSE  
 A WASTE CONNECTIONS COMPANY  
 1333 OLD OAKLAND RD  
 SAN JOSE, CA 95112-1364  
 DISTRICT NO. 4020

ACCOUNT NO. 4020-9450  
 INVOICE NO. 104649  
 STATEMENT DATE 10/01/15  
 DUE DATE 10/30/15  
 BILLING PERIOD 10/01/15-10/31/15

SFELITE AUTO GLASS  
 2281 STEVENS CREEK BLVD  
 SAN JOSE, CA 95128

FOR ASSISTANCE CALL  
 Customer Service 408-283-8500

**INVOICE STATEMENT**

Date	Description	Amount
10/01/15	<b>Service Location</b> <b>Acct #9450</b> 4 Yd 2X Wk 1 10/01/15-10/31/15 <b>Current Charges And Fees</b>	<b>Sfelite Auto Glass</b> <b>2281 Stevens Creek Blvd</b> 1 Each @ \$840.02  \$ 840.02  \$ 840.02  <b>Total Due</b> \$ 840.02

Please make sure your current bill pay settings reflect the account number and company name that is on this invoice. As of 7/1/15 your account number and garbage company have changed.

GOING GREEN IS NOW EASIER THAN EVER! \*Access your account 24/7 \* Make payments \* Set up recurring payments  
 \* \*Go paperless \* View Statements \* Go to <http://www.wcicustomer.com> and follow the online bill pay prompts to enroll today or Call 1-855-569-2719 to make a payment through our interactive voice service.

Please remit to the address below and return your remit stub with your payment.

YNNNNNNYNY



GREEN TEAM OF SAN JOSE  
 A WASTE CONNECTIONS COMPANY  
 1333 OLD OAKLAND RD  
 SAN JOSE, CA 95112-1364

ACCOUNT NO. 4020-9450  
 INVOICE NO. 104649  
 STATEMENT DATE 10/01/15  
 DUE DATE 10/30/15  
 PAY THIS AMOUNT 840.02

WRITE AMOUNT PAID	\$
-------------------------	----

SFELITE AUTO GLASS  
 2281 STEVENS CREEK BLVD  
 SAN JOSE, CA 95128

MAIL PAYMENT TO:  
 GREEN TEAM OF SAN JOSE  
 A WASTE CONNECTIONS COMPANY  
 1333 OLD OAKLAND RD  
 SAN JOSE, CA 95112-1364



## Appendix G—Sample Integrated Reports

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# ACTIVE CUSTOMERS WITH AUTOCHARGES

(UDCust\_status SYSTEM\_VAL) = '0' AND (((CUST\_B\_BILL\_CO) in(0 1)))

Acct #	Name	Service Code	Description	Amount	Start Date	Stop Date
<b>COMMERCIAL</b>						
8431639	102 S SANTA CRUZ LP	F2Y1W1REC	2 YD 1X WK RECYCLE 1	\$ 0.00	10/03/2014	
8431639	102 S SANTA CRUZ LP	F2Y2W1	2 YD 2X WK 1	\$ 381.25	10/03/2014	
8431639	102 S SANTA CRUZ LP	ROLL2W-CO	0-25' DISMOUNT 2X WK	\$ 42.29	10/03/2014	
8328469	14407 BIG BASIN WAY LLC	ROLL2W-CO	0-25' DISMOUNT 2X WK	\$ 42.29	06/11/2014	
8328469	14407 BIG BASIN WAY LLC	F1.5Y2W1	1.5 YD 2X WK 1	\$ 352.78	06/11/2014	
8328469	14407 BIG BASIN WAY LLC	S95G1W1RE	95 GL 1X WK RECYCLE 1	\$ 0.00	06/11/2014	
8124125	14567 BIG BASIN WAY LLC	F1.5Y2W1	1.5 YD 2X WK 1	\$ 352.78	10/08/2013	
8231921	14981 NATIONAL AVE C.O.A	ROLL2W-CO	0-25' DISMOUNT 2X WK	\$ 42.29	02/19/2014	
8231921	14981 NATIONAL AVE C.O.A	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	02/19/2014	
8231921	14981 NATIONAL AVE C.O.A	F3Y2W1	3 YD 2X WK 1	\$ 571.87	02/19/2014	
50423	161 TOWNE TERRACE APTS	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50423	161 TOWNE TERRACE APTS	F2Y1W1	2 YD 1X WK 1	\$ 189.23	03/01/2006	
50423	161 TOWNE TERRACE APTS	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
51801	2 M PLAZA	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51801	2 M PLAZA	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
50790	23 SKIDOO	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50790	23 SKIDOO	S35G1W1CC	35 GL 1X WK 1 COM	\$ 12.39	03/01/2006	
8278979	233 OAK MEADOW DR	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	04/24/2014	
8278979	233 OAK MEADOW DR	S35G1W3CC	35 GL 1X WK COM 3	\$ 42.57	04/24/2014	
52081	3 OAKS VILLAGE TOWN HOMI	F2Y1W1REC	2 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
52081	3 OAKS VILLAGE TOWN HOMI	F2Y1W1	2 YD 1X WK 1	\$ 233.42	03/01/2006	
51075	3003 MOORPARK PARTNERS	F1.5Y1W1RE	1.5 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
51075	3003 MOORPARK PARTNERS	F3Y2W1	3 YD 2X WK 1	\$ 499.26	03/01/2006	
7473160	352 WEST MAIN PARTNERS L	F1Y1W1REC	1 YD 1X WK RECYCLE 1	\$ 0.00	09/19/2011	
7473160	352 WEST MAIN PARTNERS L	F3Y1W1	3 YD 1X WK 1	\$ 283.85	09/19/2011	
52030	3D PROPERTY	F2Y1W1REC	2 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
52030	3D PROPERTY	F3Y1W1	3 YD 1X WK 1	\$ 350.13	03/01/2006	
52030	3D PROPERTY	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
52030	3D PROPERTY	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
8367595	40 NSCA LLC	F1.5Y2W1RE	1.5 YD 2X WK RECYCLE 1	\$ 0.00	07/29/2014	
8367595	40 NSCA LLC	F1.5Y2W1	1.5 YD 2X WK 1	\$ 285.94	07/29/2014	
8367595	40 NSCA LLC	F1.5Y5W1RE	1.5 YD 5X WK RECYCLE 1	\$ 0.00	07/29/2014	
50083	42 WEST INVESTMENTS	F1.5Y1W1RE	1.5 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
50083	42 WEST INVESTMENTS	F3Y1W1	3 YD 1X WK 1	\$ 247.86	03/01/2006	
50083	42 WEST INVESTMENTS	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
50895	451 PROPERTY LLC	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50895	451 PROPERTY LLC	F2Y1W1	2 YD 1X WK 1	\$ 189.23	03/01/2006	
50905	459 MONTEREY AVE LLC	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50905	459 MONTEREY AVE LLC	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
50905	459 MONTEREY AVE LLC	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	03/01/2006	
50092	49 DOT CONDO ASSOC	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
50092	49 DOT CONDO ASSOC	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50991	518 N SANTA CRUZ AVE LLC	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50991	518 N SANTA CRUZ AVE LLC	F3Y1W1	3 YD 1X WK 1	\$ 283.85	03/01/2006	
50114	54 CENTRAL LLC	F3Y2W1REC	3 YD 2X WK RECYCLE 1	\$ 0.00	03/01/2006	
50114	54 CENTRAL LLC	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50114	54 CENTRAL LLC	F2Y3W1	2 YD 3X WK 1	\$ 500.44	03/01/2006	
50119	55 REDDING ROAD HOA	F2Y1W1	2 YD 1X WK 1	\$ 165.24	03/01/2006	
50119	55 REDDING ROAD HOA	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	

Acct #	Name	Service Code	Description	Amount	Start Date	Stop Date
50119	55 REDDING ROAD HOA	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
50119	55 REDDING ROAD HOA	F2Y1W1REC	2 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
51098	600 PENNSYLVANIA AVE HOA	S35G1W1CC	35 GL 1X WK 1 COM	\$ 482.44	03/01/2006	
51098	600 PENNSYLVANIA AVE HOA	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51839	7-11 STORE	F3Y2W1	3 YD 2X WK 1	\$ 499.26	03/01/2006	
51839	7-11 STORE	F3Y5W1REC	3 YD 5X WK RECYCLE 1	\$ 0.00	03/01/2006	
50711	7-11 STORE #14211	F3Y2W1	3 YD 2X WK 1	\$ 571.87	03/01/2006	
50711	7-11 STORE #14211	S65G1W1RE	65 GL 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
51179	7-11 STORE #14221	F1.5Y2W1RE	1.5 YD 2X WK RECYCLE 1	\$ 0.00	03/01/2006	
51179	7-11 STORE #14221	F3Y2W1	3 YD 2X WK 1	\$ 571.87	03/01/2006	
50696	7-11 STORE #14247	F3Y1W1	3 YD 1X WK 1	\$ 247.86	03/01/2006	
50696	7-11 STORE #14247	F6Y2W1REC	6 YD 2X WK RECYCLE 1	\$ 0.00	03/01/2006	
7823879	7-11 STORE #17406	ROLL1WL2-C	26-50' DISMOUNT 1X WK	\$ 42.29	11/19/2012	
7823879	7-11 STORE #17406	F3Y2W1REC	3 YD 2X WK RECYCLE 1	\$ 0.00	11/19/2012	
7823879	7-11 STORE #17406	F3Y2W1	3 YD 2X WK 1	\$ 499.26	11/19/2012	
50120	7TH DAY ADVENTIST CHURCI	S35G1W1CC	35 GL 1X WK 1 COM	\$ 14.19	03/01/2006	
8613943	936 E DUANE AVE LLC	ROLL2W-CO	0-25' DISMOUNT 2X WK	\$ 42.29	09/01/2015	
8613943	936 E DUANE AVE LLC	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	06/10/2015	
8613943	936 E DUANE AVE LLC	F3Y2W1	3 YD 2X WK 1	\$ 499.26	06/10/2015	
50504	A AND A INVESTMENTS	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	03/01/2006	
50504	A AND A INVESTMENTS	S95G1W1RE	95 GL 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
50504	A AND A INVESTMENTS	ROLL1WL4-C	76-100' DISMOUNT 1X WK	\$ 84.56	03/01/2006	
52233	A AND M MOTOR SUPPLY	F2Y1W1REC	2 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
52233	A AND M MOTOR SUPPLY	F3Y1W1	3 YD 1X WK 1	\$ 283.85	03/01/2006	
6060682	A CENTER FOR WOMEN	F3Y1W1	3 YD 1X WK 1	\$ 247.86	04/02/2007	
6060682	A CENTER FOR WOMEN	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	04/02/2007	
8520473	A CLEAN GUTTER	S35G1W3CC	35 GL 1X WK COM 3	\$ 37.18	02/17/2015	
50973	A I G	F3Y1W1	3 YD 1X WK 1	\$ 247.86	03/01/2006	
51888	A PARTY PLACE	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
6725090	A PARTY PLACE	F2Y1W1	2 YD 1X WK 1	\$ 165.24	03/26/2009	
52201	A RENTAL CENTER	F2Y1W1	2 YD 1X WK 1	\$ 189.23	03/01/2006	
51388	A TOOLSHED EQUIP RENTAL	F3Y1W1REC	3 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
51388	A TOOLSHED EQUIP RENTAL	F6Y2W1	6 YD 2X WK 1	\$ 998.52	03/01/2006	
7358196	AAA CA STATE AUTO ASSC	F1Y1W1REC	1 YD 1X WK RECYCLE 1	\$ 0.00	05/12/2011	
7358196	AAA CA STATE AUTO ASSC	F2Y2W1	2 YD 2X WK 1	\$ 381.25	05/12/2011	
7358196	AAA CA STATE AUTO ASSC	ROLL2W-CO	0-25' DISMOUNT 2X WK	\$ 42.29	05/12/2011	
7780346	AAA FLOORS & INTERIORS IN	F6Y1W1	6 YD 1X WK 1	\$ 495.72	10/09/2012	
8343907	AAMCO TRANSMISSION	F3Y1W1	3 YD 1X WK 1	\$ 247.86	07/03/2014	
8343907	AAMCO TRANSMISSION	F2Y1W1REC	2 YD 1X WK RECYCLE 1	\$ 0.00	07/03/2014	
51744	AARON BROTHERS 202	F6Y3W1REC	6 YD 3X WK RECYCLE 1	\$ 0.00	03/01/2006	
51744	AARON BROTHERS 202	F3Y3W1	3 YD 3X WK 1	\$ 750.66	03/01/2006	
51744	AARON BROTHERS 202	ROLL3W-CO	0-25' DISMOUNT 3X WK	\$ 63.42	03/01/2006	
7671557	ABBAS HAGHSHENAS	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	06/14/2012	
50994	ABC REPAIR (13)	S35G1W3CC	35 GL 1X WK COM 3	\$ 37.18	03/01/2006	
50994	ABC REPAIR (13)	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50312	ABEL ANYANWU	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50312	ABEL ANYANWU	S35G1W6CC	35 GL 1X WK COM 6	\$ 74.36	03/01/2006	
51072	ABEL ANYANWU	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
51404	ABEL H RECCO	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51404	ABEL H RECCO	F2Y1W1	2 YD 1X WK 1	\$ 165.24	03/01/2006	
51558	ABRASIVE SUPPLY CO	F2Y1W1	2 YD 1X WK 1	\$ 165.24	03/01/2006	
51558	ABRASIVE SUPPLY CO	F2Y1W1REC	2 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
7988661	ABS HEATING AND AIR COND	F2Y1W1	2 YD 1X WK 1	\$ 165.24	06/01/2013	
8063497	ACADEMY FENCING MASTER	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	08/07/2013	
8063497	ACADEMY FENCING MASTER	S35G1W1CC	35 GL 1X WK 1 COM	\$ 12.39	08/07/2013	
51070	ACCO MANAGEMENT CO	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51070	ACCO MANAGEMENT CO	F3Y2W1REC	3 YD 2X WK RECYCLE 1	\$ 0.00	03/01/2006	
51070	ACCO MANAGEMENT CO	F3Y2W1	3 YD 2X WK 1	\$ 499.26	03/01/2006	
50260	ACE HARDWARE	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	03/01/2006	

Acct #	Name	Service Code	Description	Amount	Start Date	Stop Date
50260	ACE HARDWARE	S95G1W1RE	95 GL 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
51210	ACEVEDO, FELIPE & SUSANN	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
51210	ACEVEDO, FELIPE & SUSANN	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51210	ACEVEDO, FELIPE & SUSANN	ROLL1WL5-C	101-125' DISMOUNT 1X WK	\$ 105.70	03/01/2006	
7693825	ACTION POOLS	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	07/11/2012	
7693825	ACTION POOLS	S35G1W3CC	35 GL 1X WK COM 3	\$ 37.18	07/11/2012	
52207	ADELINES HAIR DESIGNERS	S35G1W3CC	35 GL 1X WK COM 3	\$ 42.57	03/01/2006	
52207	ADELINES HAIR DESIGNERS	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50405	ADMINISTRATION OFFICE	F3Y1W1REC	3 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
8068023	ADMINISTRATION OFFICE	F6Y3W1	6 YD 3X WK 1	\$ 1,501.33	08/12/2013	
50405	ADMINISTRATION OFFICE	F6Y3W1	6 YD 3X WK 1	\$ 1,501.33	03/01/2006	
6773369	ADOLFO BARRERA	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	05/26/2009	
6773369	ADOLFO BARRERA	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	05/26/2009	
51002	ADORNO CONSTRUCTION INC	F1.5Y2W1	1.5 YD 2X WK 1	\$ 249.63	03/01/2006	
51002	ADORNO CONSTRUCTION INC	F1.5Y1W1RE	1.5 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
7176775	ADVANCED HOME IMPROVEM	F1.5Y1W1RE	1.5 YD 1X WK RECYCLE 1	\$ 0.00	08/31/2010	
7176775	ADVANCED HOME IMPROVEM	F3Y1W1	3 YD 1X WK 1	\$ 247.86	08/31/2010	
7176775	ADVANCED HOME IMPROVEM	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	08/31/2010	
8109681	ADVANTAGE LANDSCAPE SE	F6Y1W1	6 YD 1X WK 1	\$ 495.72	09/26/2013	
7639371	AE KUSTOMZ	S95G1W1RE	95 GL 1X WK RECYCLE 1	\$ 0.00	05/16/2012	
7639371	AE KUSTOMZ	S35G1W1CC	35 GL 1X WK 1 COM	\$ 12.39	05/16/2012	
9069	AFC SERVICE SOCIALIGHT	F4Y1W1	4 YD 1X WK 1	\$ 330.48	09/01/2015	
52209	AFFORDABLE TREASURES	F6Y2W1REC	6 YD 2X WK RECYCLE 1	\$ 0.00	03/01/2006	
52209	AFFORDABLE TREASURES	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	03/01/2006	
52083	AILLSE WILDMAN	S95G1W1RE	95 GL 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
52083	AILLSE WILDMAN	S35G1W1CC	35 GL 1X WK 1 COM	\$ 17.51	03/01/2006	
8384899	AIR SUN SCREEN & AWNING	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	08/29/2014	
8384899	AIR SUN SCREEN & AWNING	F1.5Y1W1RE	1.5 YD 1X WK RECYCLE 1	\$ 0.00	08/29/2014	
8435273	AJ TUTORING	S35G1W3CC	35 GL 1X WK COM 3	\$ 42.57	10/09/2014	
8509890	AKEL STUDTIO	S35G1W1CC	35 GL 1X WK 1 COM	\$ 12.39	01/30/2015	
8509890	AKEL STUDTIO	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	01/30/2015	
52281	AL OROZCO WOOD WORKINC	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	10/01/2015	10/30/2015
52281	AL OROZCO WOOD WORKINC	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	11/01/2015	
52281	AL OROZCO WOOD WORKINC	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	03/01/2006	08/31/2015
7746839	ALBERT & CHERYL RICHMON	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	08/29/2012	
7746839	ALBERT & CHERYL RICHMON	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	08/29/2012	
50932	ALBERTO WAY HOLDINGS	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50921	ALBERTO WAY HOLDINGS	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50921	ALBERTO WAY HOLDINGS	F3Y2W1	3 YD 2X WK 1	\$ 571.87	11/01/2015	
50932	ALBERTO WAY HOLDINGS	F3Y2W1	3 YD 2X WK 1	\$ 571.87	03/01/2006	
50921	ALBERTO WAY HOLDINGS	F3Y2W1	3 YD 2X WK 1	\$ 428.90	10/13/2015	10/31/2015
50921	ALBERTO WAY HOLDINGS	F3Y1W1	3 YD 1X WK 1	\$ 283.85	03/01/2006	10/12/2015
50921	ALBERTO WAY HOLDINGS	F3Y1W1	3 YD 1X WK 1	(\$212.89)	10/13/2015	10/31/2015
6515455	ALDO'S DELI	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	07/01/2008	
52014	ALDOS RISTORANTE	F3Y2W1	3 YD 2X WK 1	\$ 571.87	03/01/2006	
52014	ALDOS RISTORANTE	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50625	ALFRED AND ANTONELLA MA	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50625	ALFRED AND ANTONELLA MA	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
51674	ALFRED KLOSE	F2Y1W1	2 YD 1X WK 1	\$ 165.24	03/01/2006	
51674	ALFRED KLOSE	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
51584	ALFRED PASTOR	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51584	ALFRED PASTOR	ROLL2WL5-C	101-125' DISMOUNT 2X WK	\$ 211.41	03/01/2006	
51584	ALFRED PASTOR	F2Y2W1	2 YD 2X WK 1	\$ 332.84	03/01/2006	
7776375	ALKA MONTESSORI	S35G1W3CC	35 GL 1X WK COM 3	\$ 37.18	10/10/2012	
7776375	ALKA MONTESSORI	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	10/10/2012	
7893105	ALL AUTO & TRUCK SPECIALI	F2Y1W1REC	2 YD 1X WK RECYCLE 1	\$ 0.00	03/28/2013	
7893105	ALL AUTO & TRUCK SPECIALI	S95G1W1RE	95 GL 1X WK RECYCLE 1	\$ 0.00	03/28/2013	
7893105	ALL AUTO & TRUCK SPECIALI	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/28/2013	
51448	ALL CAR LLC	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	

Acct #	Name	Service Code	Description	Amount	Start Date	Stop Date
6495510	ALL FLOORS	F3Y1W1	3 YD 1X WK 1	\$ 247.86	06/09/2008	
7250519	ALL PERFECT FINISH	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	07/01/2015	
51361	ALL PROPERTY MANAGEMEN	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	03/01/2006	
50293	ALL PROPERTY MANAGEMEN	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	03/01/2006	
50632	ALL PROPERTY MANAGEMEN	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
51398	ALL PROPERTY MANAGEMEN	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	03/01/2006	
51361	ALL PROPERTY MANAGEMEN	S95G1W1RE	95 GL 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
50632	ALL PROPERTY MANAGEMEN	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50293	ALL PROPERTY MANAGEMEN	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51398	ALL PROPERTY MANAGEMEN	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51361	ALL PROPERTY MANAGEMEN	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
51398	ALL PROPERTY MANAGEMEN	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
7773406	ALLDAY SALES	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	09/28/2012	
7773406	ALLDAY SALES	S35G1W2CC	35 GL 1X WK COM 2	\$ 24.79	09/28/2012	
51572	ALLEN AND BERG	F2Y1W1	2 YD 1X WK 1	\$ 165.24	03/01/2006	
51572	ALLEN AND BERG	F1.5Y1W1RE	1.5 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
50800	ALLEN BLOCK	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	03/01/2006	
50800	ALLEN BLOCK	ROLL1WL8-C	176-200' DISMOUNT 1X WK	\$ 169.12	03/01/2006	
50800	ALLEN BLOCK	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50475	ALLENS AUTOMOTIVE INC	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
50475	ALLENS AUTOMOTIVE INC	F1.5Y1W1RE	1.5 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
50968	ALLERGAN COMPANY	F3Y2W1	3 YD 2X WK 1	\$ 499.26	03/01/2006	
50968	ALLERGAN COMPANY	F3Y1W1REC	3 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
50968	ALLERGAN COMPANY	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50968	ALLERGAN COMPANY	ROLL2W-CO	0-25' DISMOUNT 2X WK	\$ 42.29	03/01/2006	
50700	ALLISON HICKS	F2Y1W1	2 YD 1X WK 1	\$ 189.23	03/01/2006	
50700	ALLISON HICKS	F1.5Y2W1RE	1.5 YD 2X WK RECYCLE 1	\$ 0.00	03/01/2006	
50700	ALLISON HICKS	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
50851	ALMADEN CONSTRUCTION	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50851	ALMADEN CONSTRUCTION	F6Y1W1	6 YD 1X WK 1	\$ 495.72	03/01/2006	
50348	ALMEN NG	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
50348	ALMEN NG	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
8093697	ALPHABET SCHOOL PRESCH	S35G1W4CC	35 GL 1X WK COM 4	\$ 70.02	10/01/2015	
8093697	ALPHABET SCHOOL PRESCH	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	09/02/2015	
8093697	ALPHABET SCHOOL PRESCH	S95G1W1GV	95 GL 1X WK YARD WASTE	\$ 0.00	09/02/2015	
52155	ALTCARE III	F2Y2W1REC	2 YD 2X WK RECYCLE 1	\$ 0.00	03/01/2006	
52155	ALTCARE III	F3Y3W1	3 YD 3X WK 1	\$ 859.90	03/01/2006	
7237841	ALTOS, MICHELLE DYKES	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	11/10/2010	
7237950	ALTOS, MICHELLE DYKES	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	11/09/2010	
7237841	ALTOS, MICHELLE DYKES	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	11/10/2010	
7237950	ALTOS, MICHELLE DYKES	F1.5Y1W1RE	1.5 YD 1X WK RECYCLE 1	\$ 0.00	11/09/2010	
51847	ALVARADO CAR WASH	F3Y2W1	3 YD 2X WK 1	\$ 499.26	03/01/2006	
51847	ALVARADO CAR WASH	S65G1W1RE	65 GL 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
8590355	ALVINS CORNER @ PENNY LI	F3Y1W1REC	3 YD 1X WK RECYCLE 1	\$ 0.00	05/29/2015	
8590355	ALVINS CORNER @ PENNY LI	F3Y1W1	3 YD 1X WK 1	\$ 247.86	05/29/2015	
6810182	AM/PM	F2Y1W1	2 YD 1X WK 1	\$ 165.24	07/08/2009	
6810182	AM/PM	F3Y1W1REC	3 YD 1X WK RECYCLE 1	\$ 0.00	07/08/2009	
51692	AMALGAMATED TRANSIT LOC	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51692	AMALGAMATED TRANSIT LOC	S35G1W3CC	35 GL 1X WK COM 3	\$ 37.18	03/01/2006	
51621	AMANTE SALON	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
51621	AMANTE SALON	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
50071	AMERICAN CANCER SOCIETY	F2Y2W1REC	2 YD 2X WK RECYCLE 1	\$ 0.00	03/01/2006	
50071	AMERICAN CANCER SOCIETY	S35G1W3CC	35 GL 1X WK COM 3	\$ 42.57	03/01/2006	
7635182	AMERICAN HVAC INC	F3Y1W1	3 YD 1X WK 1	\$ 247.86	05/08/2012	
7635182	AMERICAN HVAC INC	F3Y1W1REC	3 YD 1X WK RECYCLE 1	\$ 0.00	05/08/2012	
51670	AMERICAN MIRADOR (M)	F3Y1W1	3 YD 1X WK 1	\$ 247.86	03/01/2006	
51670	AMERICAN MIRADOR (M)	F6Y1W1REC	6 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
8110901	AMERICAN WIRELESS	F2Y2W1REC	2 YD 2X WK RECYCLE 1	\$ 0.00	09/27/2013	
8110901	AMERICAN WIRELESS	F2Y1W1	2 YD 1X WK 1	\$ 165.24	09/27/2013	

Acct #	Name	Service Code	Description	Amount	Start Date	Stop Date
8502404	AMERICAS TIRE COMPANY	F3Y2W1	3 YD 2X WK 1	\$ 499.26	01/01/2015	
50194	AMINTHA PETERSEN	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
50194	AMINTHA PETERSEN	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50194	AMINTHA PETERSEN	ROLL1WL5-C	101-125' DISMOUNT 1X WK	\$ 105.70	03/01/2006	
50785	AMY'S ALTERATIONS	S35G1W1CC	35 GL 1X WK 1 COM	\$ 14.19	03/01/2006	
8366493	ANB PROPERTY CORP	F3Y4W1	3 YD 4X WK 1	\$ 1,416.45	07/04/2014	
8366493	ANB PROPERTY CORP	F3Y3W1REC	3 YD 3X WK RECYCLE 1	\$ 0.00	07/04/2014	
8366493	ANB PROPERTY CORP	ROLL4WL7-C	151-175' DISMOUNT 4X WK	\$ 591.92	07/04/2014	
50041	ANDALE TAQUERIA	F3Y6W1	3 YD 6X WK 1	\$ 1,723.98	07/01/2015	
50218	ANDERSON MC MAHON	F3Y3W1	3 YD 3X WK 1	\$ 750.66	03/01/2006	
50218	ANDERSON MC MAHON	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
7625045	ANDERSON RADIANT HEATIN	F2Y1W1	2 YD 1X WK 1	\$ 165.24	04/27/2012	
7847358	ANDERSON, KENT	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	01/01/2013	
7847358	ANDERSON, KENT	F1.5Y1W1	1.5 YD 1X WK 1	\$ 141.92	01/01/2013	
50248	ANDREW PAVICICH	F2Y2W1	2 YD 2X WK 1	\$ 381.25	03/01/2006	
50248	ANDREW PAVICICH	F3Y1W1REC	3 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
7989653	ANDRO'S ROSTILJ	ROLL5W-CO	0-25' DISMOUNT 5X WK	\$ 105.70	05/30/2013	
7989653	ANDRO'S ROSTILJ	F4Y5W1	4 YD 5X WK 1	\$ 1,671.31	05/30/2013	
7989653	ANDRO'S ROSTILJ	F3Y2W1REC	3 YD 2X WK RECYCLE 1	\$ 0.00	05/30/2013	
51548	ANICETO ALVA	S35G1W4CC	35 GL 1X WK COM 4	\$ 49.57	03/01/2006	
51548	ANICETO ALVA	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51141	ANIL AND GITA DESAI	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
51141	ANIL AND GITA DESAI	F2Y1W1REC	2 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
51141	ANIL AND GITA DESAI	F3Y1W1	3 YD 1X WK 1	\$ 247.86	03/01/2006	
6226457	ANTIQUES & INTERIORS	S35G1W3CC	35 GL 1X WK COM 3	\$ 42.57	07/30/2007	
6226457	ANTIQUES & INTERIORS	F2Y1W1REC	2 YD 1X WK RECYCLE 1	\$ 0.00	07/30/2007	
51233	ANTONIO AVELAR	F3Y1W1	3 YD 1X WK 1	\$ 247.86	03/01/2006	
51233	ANTONIO AVELAR	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50623	ANTONIO J ROSA	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50541	ANTONIO J ROSA	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50623	ANTONIO J ROSA	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
50541	ANTONIO J ROSA	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
51160	ANTONIO KIM	F1Y1W1REC	1 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
51160	ANTONIO KIM	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
51091	AOPTIX (B)	F4Y1W1REC	4 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
51091	AOPTIX (B)	F2Y1W1	2 YD 1X WK 1	\$ 165.24	03/01/2006	
50068	APARTMENT COMPLEX	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
50068	APARTMENT COMPLEX	ROLL1W-CO	0-25' DISMOUNT 1X WK	\$ 21.14	03/01/2006	
50068	APARTMENT COMPLEX	F1.5Y1W1	1.5 YD 1X WK 1	\$ 123.93	03/01/2006	
6277604	APPLE INC #R240	F2Y2W1	2 YD 2X WK 1	\$ 381.25	09/13/2007	
6277604	APPLE INC #R240	F6Y3W1REC	6 YD 3X WK RECYCLE 1	\$ 0.00	09/13/2007	
51329	APPLETREE SQUARE	F3Y3W1	3 YD 3X WK 1	\$ 750.66	03/01/2006	
51329	APPLETREE SQUARE	F2Y2W1REC	2 YD 2X WK RECYCLE 1	\$ 0.00	03/01/2006	
6395100	APPLIED MICRO TECH INC.	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/04/2008	
6395100	APPLIED MICRO TECH INC.	S35G1W2CC	35 GL 1X WK COM 2	\$ 24.79	03/04/2008	
51340	APRICOT CONDOMINIUM ASS	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51340	APRICOT CONDOMINIUM ASS	F3Y1W1	3 YD 1X WK 1	\$ 247.86	03/01/2006	
51442	APRICOT MANOR	F3Y1W1	3 YD 1X WK 1	\$ 247.86	03/01/2006	
51442	APRICOT MANOR	F3Y1W1REC	3 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
51465	APRICOT MEADOWS HOA	S95G1W1CR	95 GL 1X WK COM REC 1	\$ 0.00	03/01/2006	
51465	APRICOT MEADOWS HOA	F1.5Y2W1	1.5 YD 2X WK 1	\$ 249.63	03/01/2006	
51465	APRICOT MEADOWS HOA	F2Y1W1REC	2 YD 1X WK RECYCLE 1	\$ 0.00	03/01/2006	
51465	APRICOT MEADOWS HOA	ROLL2WL2-C	26-50' DISMOUNT 2X WK	\$ 84.56	03/01/2006	
7485947	APTARE	F3Y1W1	3 YD 1X WK 1	\$ 247.86	10/11/2011	
6915883	AQUI CAL-MEX	F3Y5W1REC	3 YD 5X WK RECYCLE 1	\$ 0.00	10/30/2009	
6915883	AQUI CAL-MEX	ROLL6W-CO	0-25' DISMOUNT 6X WK	\$ 126.84	10/30/2009	
6915883	AQUI CAL-MEX	F2Y6W1	2 YD 6X WK 1	\$ 1,003.25	10/31/2009	
6915883	AQUI CAL-MEX	F2Y6W1	2 YD 6X WK 1	\$ 1,003.25	10/30/2009	
6915883	AQUI CAL-MEX	LCKC	LOCK INSTALL CHARGE	\$ 0.00	10/30/2009	

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# CUSTOMER LISTING

MISSED PICKUP

10/22/2015

ACCOUNT	NAME ADDRESS	DATE USER	NOTE
<b>MISSED PICKUP</b> 50114	54 CENTRAL LLC 54 N CENTRAL AVE	10/12/20 DanielAr	10/12/2015 ON-CALL ORDER 13029 WITH SERVICE TYPE MPU SAME DAY, REQUESTED BY DANIEL A, COMMENTS MISSED PICK UP RECY. PER BRUCE 408-316-0999. PLEASE RETURN FOR SERVICE.  RTE 708, PONUMBER 0 WAS CREATED.
22103	ABIERA, FELOMENA 640 VASONA AVE	10/1/201 AlyssaV	10/01/15 ON-CALL ORDER 11635 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSSA V , COMMENTS 2ND REQ** CUSTOMER STATES STILL NOTPU ***RECYCLE MISS (NO NOTES) CLAUDY 408-921-3061, PONUMBER 0 WAS CREATED.
8020409	ALI-RUBAIIIE, ZAINAB 15961 GRANDVIEW AVE	10/9/201 AlyssaV	10/09/15 ON-CALL ORDER 12763 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSSA V , COMMENTS PLEASE RETURN FOR GARB NO ISSUES NOTED ZAINEB @ 626-390-5669 X-HYW 9 , PONUMBER 0 WAS CREATED.
22941	ANTONIO, RALPH 256 PRINCE ST	10/2/201 MoniqueF	10/2/2015 ON-CALL ORDER 11855 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY MOFIG, COMMENTS GARB MISS PER JERI 408-379-6692 , PONUMBER 0 WAS CREATED.
10342	AUGER, SUZANNE 453 CARLYN AVE	10/8/201 ClaudiaM	10/8/15 ON-CALL ORDER 12570 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY CM, COMMENTS MISS GARB- PLS GO BACK BY TODAY FOR PICKUP PER SUZANNE 408-379-2561, PONUMBER 0 WAS CREATED.
26990	BALMA, FRANK 15995 GREENWOOD RD	10/15/20 DenayD	10/16/2015 ON-CALL ORDER 13565 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY DD, COMMENTS RECY MISS PER DENISE 408-395-9156, PONUMBER 0 WAS CREATED.
28104	BELLICITTI, HARRY 14001 CHESTER AVE	10/15/20 GelenR	10/15/2015 ON-CALL ORDER 13453 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY GR, COMMENTS RETURN 35G GARB PER JON 408-781-6162. CAN NOT WAIT FOR NEXT SERVICE DAY. X ST: ALLENDALE, PONUMBER 0 WAS CREATED.
20582	BERRY, SUSAN 630 SAN BENITO AVE	10/1/201 AlyssaV	10/02/2015 ON-CALL ORDER 11731 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY DANIEL A, COMMENTS MISSED PICK UP. PLEASE RETURN FOR SERVICE. PER SUSAN 408-206-7885, PONUMBER 0 WAS CREATED.
8125992	BROWN, MICHELLE 162 VILLA AVE	10/19/20 MoniqueF	10/19/2015 ON-CALL ORDER 13860 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY MOFIG, COMMENTS 35G GARB-MISSED PER MICHELLE 650-333-8227, PONUMBER 0 WAS CREATED.

ACCOUNT	NAME ADDRESS	DATE USER	NOTE
26576	BUONACCORSI, RICHARD 16080 MAYS AVE	10/1/201 AlyssaV	10/02/2015 ON-CALL ORDER 11772 WITH SERVICE TYPE MPU HLF ST NXTD, REQUESTED BY DANIEL A, COMMENTS MISSED PICK UP. PLEASE RETURN FOR SERVICE. PER DEANN 408-354-0683, PONUMBER 0 WAS CREATED.
6527805	CHEVRON STATIONS INC #97 1589 S BASCOM AVE	10/19/20 DanielAr	10/19/2015 ON-CALL ORDER 13859 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY DANIEL A, COMMENTS RETURN FOR SERVICE RECY BIN. REPORT ANY ISSUES. PER JULIAN STATES 504-7071 , PONUMBER 0 WAS CREATED.
19848	DAUBER, ELLEN 641 SAN BENITO AVE	10/1/201 AlyssaV	10/02/2015 ON-CALL ORDER 11737 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY DANIEL A, COMMENTS MISSED PICK UP. PLEASE RETURN FOR SERVICE. ON RECY. THANK YOU PER. ELLEN 408-354-8176, PONUMBER 0 WAS CREATED.
28718	DOUGHERTY, DENNIS 12750 IDLEWOOD LN	10/14/20 AlyssaV	10/14/15 ON-CALL ORDER 13217 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSSA V , COMMENTS RETURN 65G GARB DENNIS 408-896-2440 PTHERS ON STREET , PONUMBER 0 WAS CREATED.
19408	FALL, THOMAS 19 MARIPOSA AVE	10/1/201 AlyssaV	10/02/2015 ON-CALL ORDER 11752 WITH SERVICE TYPE MPU HLF ST NXTD, REQUESTED BY DANIEL A, COMMENTS MISSED GARB PICK UP. PLEASE RETURN FOR SERVICE, PER THOMAS. 4083959656, PONUMBER 0 WAS CREATED.
21251	FEINBERG, ALAN 363 PENNSYLVANIA AVE	10/1/201 AlyssaV	10/01/15 ON-CALL ORDER 11723 WITH SERVICE TYPE MPU SAME DAY, REQUESTED BY ALYSSA V , COMMENTS YW WAS NOT SERVICED BUT GARB WAS PLEASE RETURN FOR YW THANK YOU MRS FEINBURG 408-395-3657THANK YOU , PONUMBER 0 WAS CREATED.
51805	FIRST FUNDING CORP 2077 S BASCOM AVE	10/2/201 MoniqueF	10/02/2015 ON-CALL ORDER 11856 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY MOFIG, COMMENTS GARB MISSED- IN THE PARKING LOT 35G GARB PER TERRY 408-540-0200, PONUMBER 0 WAS CREATED.
19416	FONG, CAROL 52 MARIPOSA AVE	10/1/201 AlyssaV	10/02/2015 ON-CALL ORDER 11774 WITH SERVICE TYPE MPU HLF ST NXTD, REQUESTED BY DANIEL A, COMMENTS MISSED PICK UP. PLEASE RETURN TO SERVICE GARB. PER CAROL 408-395-4856, PONUMBER 0 WAS CREATED.
7146912	GAMESTOP #GAM6615 1700 S BASCOM AVE	10/1/201 DenayD	10/02/2015 ON-CALL ORDER 11736 WITH SERVICE TYPE CRT EXCH CHG, REQUESTED BY DD, COMMENTS RETURN FOR 2CY GARBAEG BIN PER ERIC @ 626-7180 , PONUMBER 0 WAS CREATED.
32416	GILLIS, JAY 12316 JULIE LN	10/13/20 ClaudiaM	10/13/15 ON-CALL ORDER 13068 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY CM, COMMENTS MISS GARB- PLS RTN TODAY FOR PICKUP PER JAY 408-833-7376, PONUMBER 0 WAS CREATED.
26774	GREEN, J 17348 ZENA AVE	10/2/201 ClaudiaM	10/02/2015 ON-CALL ORDER 11849 WITH SERVICE TYPE MPU WHL ST SAM, REQUESTED BY GR, COMMENTS GARB & YW MISS- WHOLE STREET PER RONALD 408-395-1388. PLEASE RETURN TO SERVICE. THNAK YOU., PONUMBER 0 WAS CREATED.

ACCOUNT	NAME ADDRESS	DATE USER	NOTE
9444	GUREVICH, WILLIAM 32 ASHLER AVE	10/1/201 AlyssaV	10/02/15 ON-CALL ORDER 11748 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSSA V , COMMENTS PLEASE SERVICE RECY PER WILLIAM 408-348-4056 THANK YOU WAS CREATED.
31517	HAUSER, LESLIE 21201 DEEPWELL CT	10/20/20 MoniqueF	10/20/2015 ON-CALL ORDER 14070 WITH SERVICE TYPE MPU O/P NXT DAY, REQUESTED BY MOFIG, COMMENTS 95G YW - MISSED PER LESLIE 408-741-0994 X-ST HAYMEADOW, PONUMBER 0 WAS CREATED.
33288	KAO, BIH-ING 18868 MASSON TERRACE CT	10/14/20 AlyssaV	10/15/15 ON-CALL ORDER 13395 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSSA V , COMMENTS RETURN FOR 32G GARC 2ND REQ STILL NOT SERVICED BINKAO 777-0456, PONUMBER 0 WAS CREATED.
8614717	KWENCH CORP 428 E CAMPBELL AVE	10/14/20 MoniqueF	1/15/2015 ON-CALL ORDER 13338 WITH SERVICE TYPE CRTSY OTH, REQUESTED BY MOFIG, COMMENTS GARB CRTSY ITS ON A 1WAY STREETY UP ON THE CURB NOT ON THE STREET PAPA JOE USUALLY GTS FROM THE CURB , PONUMBER 0 WAS CREATED.
52109	LA RINCONADA COUNTRY CL 14595 CLEARVIEW DR	10/19/20 ClaudiaM	10/20/15 ON-CALL ORDER 13984 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY CM, COMMENTS MISS RECY-4YD BIN. PLS GO BY AND EMPTY TODAY PER ROXY, PONUMBER 0 WAS CREATED.
25921	LAUREN, CHERYL 308 BEAN AVE	10/16/20 GelenR	10/16/2015 ON-CALL ORDER 13692 WITH SERVICE TYPE MPU WHL ST SAM, REQUESTED BY GR, COMMENTS GARB MISS- BACK ALLEY PER CHERYL 408-857-1937., PONUMBER 0 WAS CREATED.
25921	LAUREN, CHERYL 308 BEAN AVE	10/16/20 AlyssaV	10/19/15 ON-CALL ORDER 13756 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSSA V , COMMENTS RETURN FOR 35G RECY CHERYL 408-857-1937., PONUMBER 0 WAS CREATED.
8669380	LEE, KENN 1415 RIDGELEY DR	10/7/201 AlyssaV	10/07/15 ON-CALL ORDER 12341 WITH SERVICE TYPE MPU SAME DAY, REQUESTED BY ALYSS AV , COMMENTS PLEASE GO BACK FOR RECY IT'S IN A GREEN CART WITH BLUE LID. WES DELIVERED IT AS A TEMP CART PER KEN 535-8136 THANK YOU , PONUMBER 0 WAS CREATED.
19818	LIPP, R 15881 ROSE AVE	10/9/201 ClaudiaM	10/9/15 ON-CALL ORDER 12797 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY CM, COMMENTS MISS GARB- PLS GO BACK BY FOR PICKUP PER ROBERT 408-234-6655, PONUMBER 0 WAS CREATED.
50291	MAISON MASSOL 121 MASSOL AVE	10/6/201 AlyssaV	10/07/15 ON-CALL ORDER 12230 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY A V , COMMENTS **PLEASE SERVICE EARLY MORING CUSTOMER IS EXPECTRING IT THANK YOU***RECY WITH 25FT DISMOUNT IN THE PARKING LOT PER MANAGER 408-354-2902, PONUMBER 0 WAS CREATED.

ACCOUNT	NAME ADDRESS	DATE USER	NOTE
50195	MARY HILL 98 E CAMPBELL AVE	10/1/201 GelenR	10/02/2015 ON-CALL ORDER 11732 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY GR, COMMENTS 35G GARB MISS 9/30 PER MARY 408-768-1270. PLEASE RETURN TO SERVICE. THANK YOU, PONUMBER 0 WAS CREATED.
21460	MC DOWELL, KEVIN 139 BELVUE DR	10/5/201 ClaudiaM	ON-CALL ORDER 11971 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY CM , COMMENTS MISS YARDWASTE- PLEASE GO BACK BY FOR PICKUP TODAY PER KEVIN 356-1133, PONUMBER 0 WAS CREATED.
18953	MC MANIS, JIM & SARA 216 GLEN RIDGE AVE	10/16/20 AlyssaV	10/16/15 ON-CALL ORDER 13633 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSSA V , COMMENTS RETURN 65G REC IN ALLEY WAY XST: NICOLSON SARA 408-515-4284, PONUMBER 0 WAS CREATED.
6079316	MCGLINCY BUSINESS CENTE 710 E MCGLINCY LN	10/8/201 ClaudiaM	10/8/15
51375	MONIQUES DRAPERIES 882 CAMDEN AVE	10/5/201 MoniqueF	10/05/2015 ON-CALL ORDER 12054 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY MOFIG, COMMENTS GARB MISS- 2CY GARB BIN GATE CODE IS 8820 PER JACKIE, PONUMBER 0 WAS CREATED.
33626	OWENS, JONATHAN 19830 OAKHAVEN DR	10/7/201 ClaudiaM	10/7/15 ON-CALL ORDER 12345 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY CM, COMMENTS MISS YARDWASTE- PLEASE GO BACK BY FOR PICKUP TODAY PER SUZANNE 408-446-3930 THANK YOU BBQ AND MISC XST: SCULLY , PONUMBER 0 WAS CREATED.
6049662	PARTICLE SERVICE 19 BARBANO AVE	10/8/201 MoniqueF	10/8/2015 ON-CALL ORDER 12612 WITH SERVICE TYPE MPU HLF ST NXTD, REQUESTED BY MOFIG, COMMENTS RECY MISS- PER DENISE 408-412-1664 THANK YOU , PONUMBER 0 WAS CREATED.
50727	PASEO DE PALOMAS INC 295 UNION AVE	10/1/201 AlyssaV	10/01/15 ON-CALL ORDER 11643 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSSA V , COMMENTS PLEASE RETURN FOR RECY NO ISSUES LARRY SPRANGLER 408-559-1778 THANK YOU , PONUMBER 0 WAS CREATED.
51516	PAUL DI LEO 1086 W HAMILTON AVE	10/5/201 MoniqueF	10/5/2015 ON-CALL ORDER 12055 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY MOFIG, COMMENTS 96G RECY CART- MISSED 25FT PUSH, PONUMBER 0 WAS CREATED.
29713	PERKINS, W 19349 PORTOS CT	10/6/201 LeighH	10/07/2015 ON-CALL ORDER 12263 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY DANIEL A, COMMENTS MISSED PICK UP. PER WILLIAM 408-867-2140. PLEASE RETURN FOR SERVICE. THANK YOU. CART IS STILL OUT ON STREET. , PONUMBER 0 WAS CREATED.
8523998	PIMENTAL, CHRISTINE 1691 GRACE AVE	10/1/201 DenayD	10/01/2015 ON-CALL ORDER 11631 WITH SERVICE TYPE MPU O/P NXT DAY, REQUESTED BY DD, COMMENTS PLEASE RETURN FOR GARB/YW PER CHRITINE (EMAIL REQ) , PONUMBER 0 WAS CREATED.

ACCOUNT	NAME ADDRESS	DATE USER	NOTE
20411	RATCLIFFE, ANN 561 SAN BENITO AVE	10/1/201 AlyssaV	10/02/2015 ON-CALL ORDER 11767 WITH SERVICE TYPE MPU HLF ST NXTD, REQUESTED BY DANIEL A, COMMENTS MISSED PICK UP. PLEASE RETURN TO SERVICE. PER ANN 408-966-0502, PONUMBER 0 WAS CREATED.
7581174	READ, GARY 211 TOURNEY LOOP	10/13/20 ClaudiaM	10/13/15 ON-CALL ORDER 13059 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY CM, COMMENTS RECY MISS- PLEASE BE SURE TO SERVICE TODAY. ISSUES WITH RECY PICK UP FOR WEEKS NOW PER JODY 415-420-9044, PONUMBER 0 WAS CREATED.
8898	REMALLA, SARADHA 101 CHERRY HILL CT	10/14/20 DanielAr	10/14/2015 ON-CALL ORDER 13229 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY DANIEL A, COMMENTS RETURN FOR SERVICE. 35G GARB. CART. SINCE 10/9. THANK YOU. WAS CREATED.
16474	ROMAN, WENDY 935 TORERO PLZ	10/21/20 MoniqueF	10/21/2015 ON-CALL ORDER 14352 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY MOFIG, COMMENTS 35G GARB- MISSED PICK UP X-ST VIA RANCHERO , PONUMBER 0 WAS CREATED.
8482668	ROYAL CARPET & MORE 1524 CAMDEN AVE	10/9/201 ClaudiaM	10/09/2015 ON-CALL ORDER 12839 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY DANIEL A, COMMENTS GARB MISS. ON 10/6 CUSTOMER RAFIK 408-377-8181 . PLEASE RETURN FOR SERVICE., PONUMBER 0 WAS CREATED.
51452	SANDY ADAMS PROPERTIES 944 WELDDWOOD CT	10/1/201 AlyssaV	10/01/15 ON-CALL ORDER 11629 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSS AV , COMMENTS GARB MISS PER MARK 408-540-4081 THANK YOU , PONUMBER 0 WAS CREATED.
52333	SARATOGA HIGH SCHOOL 20300 HERRIMAN AVE	10/1/201 ClaudiaM	10/01/2015
52333	SARATOGA HIGH SCHOOL 20300 HERRIMAN AVE	10/1/201 ClaudiaM	10/1/15 ON-CALL ORDER 11621 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY DANIEL A, COMMENTS TOMORROW, PLEASE GO BY TODAY TO SERVICE. PER BOB, 438-8377 WAS CREATED.
28722	SIMNER, RONALD 12791 IDLEWOOD LN	10/13/20 ClaudiaM	10/13/15 ON-CALL ORDER 13128 WITH SERVICE TYPE MPU HLF ST NXTD, REQUESTED BY CM, COMMENTS MISS GARB & YDW (WHOLE STREET) PLEASE GO BY FOR PICKUP TODAY PER RONALD 408-316-1121, PONUMBER 0 WAS CREATED.
19051	SMULLEN, ROGER 25 HIGHLAND AVE	10/12/20 AlyssaV	10/12/2015 ON-CALL ORDER 12922 WITH SERVICE TYPE MPU WHL ST SAM, REQUESTED BY DANIEL A, COMMENTS MISSED RECY PICK UP. PER ROGER 408-354-9674. CUSTOMER STATES ROAD WORK IS BEING MOVED.PLEASE RETURN FOR SERVICE. THANK YOU., PONUMBER 0 WAS CREATED.
7896739	SOBRATO, JOHN 245 GLEN RIDGE AVE	10/15/20 AlyssaV	10/16/15 ON-CALL ORDER 13574 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSSA V , COMMENTS PLACES ON APRICOT IN ALLEYWAY RETURN 95G RECY JOHN KEEFER 650-248-7518, PONUMBER 0 WAS CREATED.

ACCOUNT	NAME ADDRESS	DATE USER	NOTE
7951411	SOUTHER, JEAN 1145 SHAMROCK DR	10/7/201 AlyssaV	10/07/15 ON-CALL ORDER 12429 WITH SERVICE TYPE MPU SAME DAY, REQUESTED BY ALYSS AV , COMMENTS NEIGHBORS SERVIC ED PLEASE GO BACK FOR RECY PER JEAN 408-649-8080, PONUMBER 0 WAS CREATED.
6679462	SUTHERLAND, SUSIE 719 PEACH TREE CT	10/14/20 MoniqueF	10/14/2015 ON-CALL ORDER 13315 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY MOFIG, COMMENTS 95G GARB- RETURN, PONUMBER 0 WAS CREATED.
19524	TIERNAN, BARBARA *NOTES' 425 MONTEREY AVE	10/2/201 MoniqueF	ON-CALL ORDER 11805 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY MOFIG, COMMENTS GARB MISS INFORMED CUSTOMER WILL BE PICKED UP ON 10/2, PONUMBER 0 WAS CREATED.
25001	TRAN, DUYTAN 14274 LORA DR	10/15/20 AlyssaV	10/16/15 ON-CALL ORDER 13579 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSSAV , COMMENTS RETURN 35G GARB TRAN 408-250-1942 XST , PONUMBER 0 WAS CREATED.
51721	WESLEY MANOR APARTMEN 1655 WINCHESTER BLVD	10/16/20 GelenR	10/16/2015 ON-CALL ORDER 13663 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY GR, COMMENTS RETURN 65G RECY PER ROXY X ST: PAYNE, PONUMBER 0 WAS CREATED.
8227285	YUNG, BARNEBY & LINDA 16500 GRANT BISHOP LN	10/16/20 AlyssaV	10/16/15 ON-CALL ORDER 13736 WITH SERVICE TYPE MPU SINGL NXT D, REQUESTED BY ALYSSA V , COMMENTS HOT** 35G GARB FREQ MISSED LINDA 408-256-2434, PONUMBER 0 WAS CREATED.

**Total Count: 58**



## Appendix H—Sample Monthly/Quarterly Customer Service Reports

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## Performance Metrics and Tracking— Call Center Data

Call Summary By Queue  
10/20/2015 - 10/20/2015  
8:00 AM - 5:00 PM

Group	Calls Offered	Calls Answered	Calls Abandoned	Avg Call Length	Avg Wait Time	Longest Wait
Q1 Green Team	180	165	11	2:59	1:41	9:37
Q3 SC CO West	45	42	1	4:14	1:52	6:26
Q2 West Valley	143	133	9	3:32	1:42	9:24

Agent Call Summary  
10/20/2015 - 10/20/2015  
8:00 AM - 5:00 PM

Name/ID	Logged In Time	ACD Call Count	Avg Call/Hour	No-Answer Count	Short Call Count	Non-ACD Count
41505 - Monique D - 41505	7:13:57	61	9	25	5	6
41513 - Leigh C - 41513	7:10:52	66	10	33	8	5
41525 - Claudia M - 41525	5:53:55	52	9	16	5	8
41562 - Alyssa V - 41562	7:04:27	49	7	30	2	0
41564 - Monique F - 41564	5:33:36	52	10	16	7	6
41565 - T Money - 41565	6:38:05	58	9	13	4	2

Call Summary By Queue (Hourly)  
 10/20/2015 - 10/20/2015  
 8:00 AM - 5:00 PM

	8 AM Q1 Green Team	9 AM Q1 Green Team	10 AM Q1 Green Team	11 AM Q1 Green Team	12 PM Q1 Green Team	1 PM Q1 Green Team	2 PM Q1 Green Team	3 PM Q1 Green Team	4 PM Q1 Green Team	5 PM Q1 Green Team
Calls Offered	16	26	26	27	22	23	12	21	7	0
Calls Answered	15	26	25	20	20	20	12	20	7	0
Calls Abandoned	1	0	1	4	1	3	0	1	0	0
Avg Call Length	3:37	2:47	2:33	2:26	3:28	3:21	2:57	3:11	2:27	0:00
Avg Wait Time	0:36	1:47	0:45	2:25	1:19	2:42	1:19	2:12	1:20	0:00
Longest Wait	1:49	5:03	4:06	9:37	3:19	5:37	5:06	8:50	3:51	0:00

Call Summary By Queue (Hourly)  
 10/20/2015 - 10/20/2015

8:00 AM - 5:00 PM

10 AM Q2 West Valley	11 AM Q2 West Valley	12 PM Q2 West Valley	1 PM Q2 West Valley	2 PM Q2 West Valley	3 PM Q2 West Valley	4 PM Q2 West Valley	5 PM Q2 West Valley
19	26	16	12	8	15	12	0
19	23	15	12	7	12	12	0
0	2	1	0	1	3	0	0
3:15	3:37	4:42	4:26	3:22	3:29	2:50	0:00
0:49	2:31	1:26	3:01	0:24	3:15	0:28	0:00
3:02	5:27	3:57	8:02	1:10	9:24	2:10	0:00

Call Summary By Queue (Hourly)  
 10/20/2015 - 10/20/2015  
 8:00 AM - 5:00 PM

8 AM Q3 SC CO West	9 AM Q3 SC CO West	10 AM Q3 SC CO West	11 AM Q3 SC CO West	12 PM Q3 SC CO West	1 PM Q3 SC CO West	2 PM Q3 SC CO West	3 PM Q3 SC CO West	4 PM Q3 SC CO West	5 PM Q3 SC CO West	8 AM Q2 West Valley	9 AM Q2 West Valley
5	8	5	4	6	3	5	7	2	0	14	21
5	8	5	3	5	3	5	6	2	0	14	19
0	0	0	0	1	0	0	0	0	0	0	2
3:58	2:41	4:30	7:16	2:18	4:01	3:59	5:28	7:56	0:00	2:48	3:23
0:54	1:47	0:24	2:35	2:19	3:21	0:12	2:34	1:44	0:00	1:27	1:14
3:00	4:34	1:30	4:23	3:43	5:43	0:15	6:26	3:09	0:00	5:22	4:20

West Valley Collection & Recycling

Second Quarter Report

Calendar Year 2015



West Valley Collection & Recycling  
Second Quarter 2015  
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## WVC&R Second Quarter Calendar Year 2015

West Valley Collection & Recycling began providing solid waste, recycling, and green waste collection services to the Cities of Campbell, Monte Sereno and Saratoga and the Town of Los Gatos on March 1, 2007. West Valley Collection & Recycling began providing commercial compost collection services to the Cities of Campbell, Monte Sereno and Saratoga and the Town of Los Gatos on January 4, 2011.

### **1.0 Quarterly Data**

#### **1.1 Collected Tonnage**

##### **1.1.1 Total Program Tonnage**

The total amount of garbage, recycling, green waste and compost West Valley Collection & Recycling (WVC&R) collected from the Cities of Campbell, Monte Sereno and Saratoga and the Town of Los Gatos during the second quarter of 2015 is provided in *Attachments A and D* and summarized in Table 1 below.

Table 1	Q2 2015	Q1 2015	Q2 2014
Garbage	15,821.44	15,752.93	15,273.67
Recycling	6,041.74	6,168.06	6,940.98
Residue	334.01	329.68	340.40
Green Waste	5,510.89	5,870.70	6,151.33
Compost	236.27	229.25	208.06
Total Tons Collected	27,610.34	28,020.94	28,574.04

This quarter the amount of garbage totaled 15,821.44 tons, an increase compared to last quarter's 15,752.93 tons. The amount of recycling totaled 6,041.74 tons, a decrease compared to last quarter's 6,168.06 tons. The amount of green waste totaled 5,510.89 tons a decrease compared to last quarter's 5,870.70 tons. The amount of compost totaled 236.27 tons an increase compared to last quarter's 229.25 tons.

##### **1.1.2 Single-Family Tonnage**

*Attachments A & B* provide an overview of the entire waste stream collected from single-family residents, including garbage, recycling, green waste, e-waste and recycling residue. The total amount of garbage generated by single-family residents during the second quarter totaled 5,030.12 tons, 36% of the single-family waste stream. Single-family recycling tons that consist of traditional recycling and e-waste recycling totaled

3,659.28 tons, 24% of the waste stream, green waste totaled 5,201.69 tons, 38% of the waste stream, residue removed during the recycling process totaled 334.01 tons, 2% of the waste stream. Diversion for the single-family program was 62%, a decrease compared to last quarter's 63%.

### **1.1.3 Commercial and Multi-Family Dwelling Tonnage**

*Attachment C* provides an overview of the entire waste stream collected from commercial and multi-family dwelling (MFD) units, including garbage, recycling and compost. The total amount of garbage generated by commercial/MFD during the second quarter totaled 6,932.38 tons, 78% of the commercial/MFD waste stream, the same as last quarter. Commercial/MFD recycling tons totaled 1,679.70, 19% of the waste stream, the same as last quarter. Commercial compost tons totaled 236.27, 3% of the waste stream, similar to last quarter. Diversion for the commercial/MFD program was 22%, similar to last quarter.

### **1.1.4 Roll-off Tonnage**

*Attachment A* provides an overview of the entire waste stream collected including roll-off customers. The total amount of garbage generated by roll-off customers during the second quarter totaled 3,858.94 tons. Roll-off recycling tons totaled 702.76 and green waste tons totaled 309.20.

## **1.2 Processing and Disposal**

WVC&R disposed of all garbage at Guadalupe Landfill as is contractually required by the agreement with West Valley Solid Waste Management Authority (WVSWMA). A total of 15,821.44 tons of garbage was disposed at Guadalupe Landfill during the second quarter. WVC&R delivers its green waste generated from the single-family, commercial/MFD, and roll-off programs to Guadalupe Landfill. A total of 5,510.89 tons of green waste was processed at Guadalupe Landfill during the second quarter.

As of March 1, 2014, recycling generated from the single-family and commercial/MFD programs was processed at Green Waste Recovery. The total amount of commercial/MFD recycling processed at Green Waste's MRF was 5,330.46 tons. Recycling generated from roll-off containers was processed by Guadalupe Landfill, where 702.76 tons were processed during the second quarter.

Compost generated from the commercial program was transferred to Green Waste Recovery and then processed at Z-Best Composting Facility. During the second quarter, 236.27 tons of compost were processed at Z-Best Composting Facility.

*Attachment A* shows the tons of garbage, recycling, green waste and compost delivered to each of the sites.

## **2.0 Diversion**

### **2.1 Program Diversion**

*Attachments A and D* show the tonnage collected and diverted by WVC&R, as well as the calculated diversion level. During the second quarter of 2015, WVC&R collected a total of 27,610.34 tons, a decrease from last quarter's 28,020.94 tons. The total diverted tons for the second quarter was 11,454.89, a decrease from last quarter's total of 11,938.33 tons. The calculated diversion rate for the second quarter is 42%, a decrease from last quarter's 43%.

### **2.2 Diversion by City/Town**

#### **2.2.1 City of Campbell Program Diversion**

*Attachment E* shows the tons for all materials collected and diverted by WVC&R from the City of Campbell, as well as the calculated diversion rate during the second quarter of 2015.

The total amount of garbage generated by single-family residents that includes residue totaled 1,660.05 tons, 40% of the single-family waste stream. Single-family recycling tons that consist of traditional recycling and e-waste recycling totaled 1,400.91 tons, 27% of the waste stream. Single-family green waste totaled 1,114.57 tons, 33% of the waste stream.

The total amount of garbage generated by commercial and multi-family dwelling (MFD) units totaled 3,917.90 tons, 81% of the commercial/MFD waste stream.

Commercial/MFD recycling tons totaled 841.27 tons, 17% of the waste stream.

Commercial compost tons totaled 93.33 tons, 2% of the waste stream. Commercial/MFD green waste was not generated during the second quarter.

The total amount of garbage generated by roll-off customers during the second quarter totaled 1729.62, 85% of the waste stream. Roll-off recycling tons that consists of concrete, diverted material, soil, and other recycled material totaled 192.78 tons, 10% of the waste stream. Roll-off green waste tons totaled 108.17 tons, 5% of the waste stream.

The diversion rate for the City of Campbell is 33.9% for the second quarter, a decrease compared to the previous quarter's 34.6% diversion. The recycling diversion is 20.3%, a slight decrease from the previous quarter 20.5%. The green waste diversion is 13.6%, a decrease compared to 14.1% from last quarter.

### **2.2.2 City of Monte Sereno Program Diversion**

*Attachment F* shows the tons for all materials collected and diverted by WVC&R from the City of Monte Sereno, as well as the calculated diversion rate during the second quarter of 2015.

The total amount of garbage generated by single-family residents that includes residue totaled 222.19 tons, 37% of the single-family waste stream. Single-family recycling tons that consist of traditional recycling and e-waste recycling totaled 143.75 tons, 24% of the waste stream. Single-family green waste totaled 237.86 tons, 39% of the waste stream.

The total amount of garbage generated by commercial and multi-family dwelling (MFD) units totaled 13.82 tons, 97% of the commercial/MFD waste stream. Commercial/MFD recycling tons totaled less than 1 ton, making 3% of the waste stream. Commercial/MFD green waste and compost were not generated during the second quarter.

The total amount of garbage generated by roll-off customers during the second quarter totaled 87.76 tons, 83% of the waste stream. Roll-off recycling tons that consists of concrete, diverted material, soil, and other recycled material totaled 3.79 tons, 3% of the waste stream. Roll-off green waste tons totaled at 14.61 tons, 14% of the waste stream.

The diversion rate for the City of Monte Sereno is 55.3% for the second quarter, a slight decrease compared to the previous quarter's 55.5% diversion. The recycling diversion is 20.4%, a decrease compared to the previous quarter's 24.8%. The green waste diversion is 34.9%, an increase compared to 30.7% from the last quarter.

### **2.2.3 City of Saratoga Program Diversion**

*Attachment G* shows the tons for all materials collected and diverted by WVC&R from the City of Saratoga, as well as the calculated diversion rate during the second quarter of 2015.

The total amount of garbage generated by single-family residents that includes residue totaled 1,816.81 tons, 37% of the single-family waste stream. Single-family recycling tons that consist of traditional recycling and e-waste recycling totaled 1,157.77 tons, 24% of the waste stream. Single-family green waste totaled 1,937.92 tons, 39% of the waste stream.

The total amount of garbage generated by commercial and multi-family dwelling (MFD) units totaled 652.77 tons, 74% of the commercial/MFD waste stream. Commercial/MFD recycling tons totaled 212.14 tons, 24% of the waste stream. Commercial compost tons

totaled 19.14 tons, 2% of the waste stream. Commercial/MFD green waste was not generated during the second quarter.

The total amount of garbage generated by roll-off customers during the second quarter totaled 744.37 tons, 76% of the waste stream. Roll-off recycling tons that consists of concrete, diverted material, soil, and other recycled material totaled 228.66 tons, 23% of the waste stream. Roll-off green waste tons totaled 11.10 tons, 1% of the waste stream.

The diversion rate for the City of Saratoga is 52.6% for the second quarter, a decrease compared to the previous quarter's 54.6% diversion. The recycling diversion is 23.9%, a decrease compared to the previous quarter's 24.4%. The green waste diversion is 28.7%, a decrease compared to 30.2% from last quarter.

#### **2.2.4 Town of Los Gatos Program Diversion**

*Attachment G* shows the tons for all materials collected and diverted by WVC&R from the Town of Los Gatos, as well as the calculated diversion rate during the second quarter of 2015.

The total amount of garbage generated by single-family residents that includes residue totaled 1,653.95 tons, 40% of the single-family waste stream. Single-family recycling tons that consist of traditional recycling and e-waste recycling totaled 1,121.44 tons, 27% of the waste stream. Single-family green waste totaled 1,393.38 tons, 33% of the waste stream.

The total amount of garbage generated by commercial and multi-family dwelling (MFD) units totaled 2,347.89 tons, 76% of the commercial/MFD waste stream. Commercial/MFD recycling tons totaled 621.87 tons, 20% of the waste stream. Commercial compost tons totaled 123.81 tons, 4% of the waste stream. Commercial/MFD green waste was not generated during the second quarter.

The total amount of garbage generated by roll-off customers during the second quarter totaled 1,297.19 tons, 78% of the waste stream. Roll-off recycling tons that consists of concrete, diverted material, soil, and other recycled material totaled 277.52 tons, 16% of the waste stream. Roll-off green waste tons totaled 96.20 tons, 6% of the waste stream.

The diversion rate for the Town of Los Gatos is 40.7% for the second quarter, a decrease compared to the previous quarter's 41.3% diversion. The recycling diversion is 24.0%, an increase compared to the previous quarter's 23.4%. The green waste diversion is 16.7%, a decrease from last quarter's 17.9%.

## **3.0 Customer Service**

### **3.1 Customer Calls**

*Attachments A and I* show the number of customer calls regarding missed pickups, complaints and unresolved service issues for the calendar year of 2015.

Customer calls regarding missed pickups this quarter totaled 908 a 4% decrease compared to the previous quarter's 950 missed pickup calls. Missed pickups not collected within 24 hours totaled 19 during the second quarter.

A total of 4 customer complaints were reported during the second quarter. Complaints are coded in WVC&R's call system and do not correspond with a service request.

Service requests that remained unresolved for more than five business days totaled 0 during the second quarter.

*Attachments A and J* provide information on private property damages. The number of incidents where WVC&R damaged private property during the second quarter totaled 0.

### **3.2 Customers and Service Levels**

*Attachments K, L, M, and N* show the number of customers by service type single-family, commercial/MFD and roll-off and service levels (number of single family and commercial/MFD customers) for the Cities of Campbell (*Attachment K*), Monte Sereno (*Attachment L*), Saratoga (*Attachment M*) and the Town of Los Gatos (*Attachment N*).

## **4.0 Public Education**

### **4.1 Public Outreach**

In April 2015, WVC&R mailed and emailed all single-family residents the winter quarterly newsletter along with their invoice. In May 2015, commercial customers received their winter newsletter along with their invoice.

During the second quarter, WVC&R delivered posters to all commercial customers and will continue to provide outreach materials to new customers. Outreach coordinators began contacting property managers and visiting MFD apartment complexes to check on current recycling services and deliver additional outreach materials, such as guides and stickers.

*Attachment O* provides information on the presentations and events WVC&R participated in during the second quarter. *Attachment O* includes the organization WVC&R worked with, the type of presentation or event, the approximate number of attendees, and approximate number of outreach materials distributed listed by date. During the second quarter, WVC&R participated in 25 events and presentations reaching 2,474 West Valley residents and members of the community.

During the second quarter, WVC&R provided recycling and educational presentations to nine West Valley organizations: the kindergarten, preschool and TK classes of Marshall Lane Elementary, Saratoga French Cultural Preschool, Campbell Parent Participation Preschool, Old Orchard School, Stellar Learning Academy, the 4<sup>th</sup> grade class of Argonaut Elementary, Campbell's Lion Club, Campbell Rotary Club and Noah's Ark Preschool. WVC&R hosted an information table at the Northern CAA Expo/Conference, Saratoga Arbor Day, Earth Day San Jose, Advantest Green Event and the West Valley Biz Expo and Mixer. WVC&R hosted an information table and recycling games for family, friend and kids at the Los Gatos Sustainability Day, Daves Ave School and Big Truck Day. WVC&R also collaborated with the Saratoga Library for a preschool storytime.

During the Los Gatos Big Truck Day, WVC&R hosted an information table, recycle games and a recycling truck. More than 250 customers were in attendance to see how the truck works. For Saratoga Arbor Day, WVC&R donated 50 bags of compost to the residents in Saratoga.

## **4.2 Commercial Composting Program**

West Valley Collection and Recycling began collecting commercial compost from select businesses on January 4, 2011, as approved by the WWSWMA Board at its May 2010 meeting. In total WVC&R provided compost service to 69 commercial customers which made up 235 total cubic yards of compost capacity per week during the second quarter of 2015. WVC&R has two routes dedicated to collect approximately 70 tons of compost per month. WVC&R continues to recruit new commercial compost customers by providing program information on our website, newsletters, and site visits.

## **4.3 AB341**

Effective July 1, 2012, the State of California's Mandatory Commercial Recycling Program AB341, requires commercial businesses that generate four cubic yards or more of solid waste per week and multi-family complexes with five units or more to recycle.

In May 2015, the commercial winter newsletter included an article on AB341, the State of California's Mandatory Commercial Recycling Program AB341. During the distribution of the new posters, for commercial customers producing 4 cubic yards of garbage or more per week, WVC&R coordinators educated the customers on AB341 and informed them of the recycling requirement. The number of commercial customers

producing 4 cubic yards of garbage or more totals 443. Out of the 443 commercial customers, only 8% of them do not have recycling service. We are currently speaking with the customers regarding recycling service at their location.

The number of multi-family residential dwellings with 5 or more units is 334. The City of Campbell had a total of 181. The City of Saratoga had a total of 22. The Town of Los Gatos had a total of 131. Out of the 334 multi-family dwellings, all customers with 5 or more units have recycling service.

## **5.0 Heavy Loads**

WVC&R did not receive any citations for heavy loads during the second quarter of 2015.

## **6.0 Warning Notices for Contamination**

During the second quarter zero customers received warning notices for contamination levels.

## **7.0 Problems Encountered**

WVC&R continues to experience other roll off haulers providing roll off containers in WVC&R's franchise area. WVC&R diligently forwards letters to each provider of illegal roll off containers to insist that they remove the container and avoid placing any container in WVC&R's area in the future. WVC&R has dedicated staff to search out illegal haulers in our service area and inform them of our exclusive rights to provide roll off containers within the franchise area.

In an effort to stop illegal hauling in West Valley's franchised cities, WVC&R has suggested to the WWSWMA that each city adopt an ordinance giving WVC&R the ability to red tag any illegal box within the franchise area, and give the owner of the box 24 hours to remove the box. If the illegal haulers do not comply, West Valley requested the right to remove the box and collect any fees associated with the removal, dumping, franchise fees, vehicle impact fees, and storage of the illegal box.

## **8.0 Hazardous Waste Records**

WVC&R did not identify any reportable hazardous waste as listed in Section 6.14 of the Agreement.

## **9.0 Special Event Collection**

*Attachment P* provides details on WVC&R's special event collection including the tonnage of garbage, recycling, and compost collected from each event. During the second quarter WVC&R provided collection services at no cost for eleven special events: Spring into Green, Walk MS, Beautiful Day, The Great Race, Saratoga Rotary Art Show, Date Night, Girl's on the Run 5k, Boogie on the Ave, Los Gatos Music in the Park, Campbell Music in the Park and Jazz of the Plazz. In total, WVC&R collected and disposed of 15.86 tons at no charge from the special events listed.

### **9.1 Monetary Donations**

During the second quarter of CY 2015, no monetary donations were made.

## **10.0 Unauthorized Dumping**

During the second quarter drivers did not report any addresses to have received unauthorized dumping including commercial bins.

## **11.0 Summary**

During the second quarter, WVC&R outreach coordinators provided recycling presentations and activity booths at school classrooms and events celebrating Earth Month. Presentations include a recycling activity to help the students and teachers visualize how much they can recycle at school and at home. WVC&R outreach coordinators are currently providing presentations at staff meetings, assemblies, and classrooms to engage the schools to recycle more.

WVC&R participated at the Los Gatos Big Truck Day with an information booth, recycling games and a recycling truck. Friends, family and children were able to see the mechanics of the truck and ask a supervisor on how the truck runs to provide the recycling services in their neighborhood. The games included a recycling ball toss and a guessing game.

WVC&R also participated at Saratoga Arbor Day with an information booth. Along with the booth, WVC&R donated 50 compost bags to Saratoga customers to take home.

The WVC&R outreach team collaborated with the Saratoga Library to incorporate a recycling story and lesson during a preschool storytime. The WVC&R outreach team is

currently collaborating with the libraries at the West Valley Cities to participate in future storytime events.

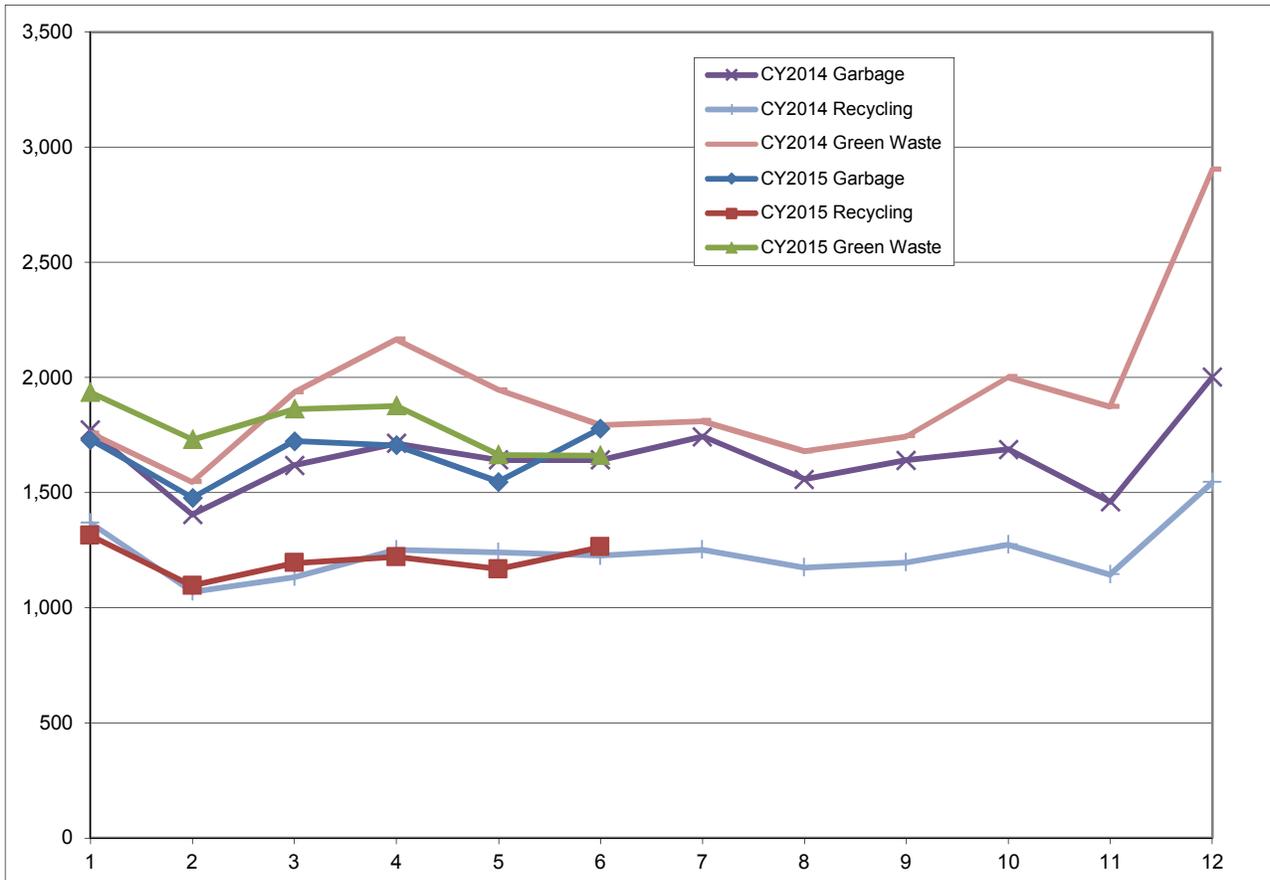
On April 1, 2016, the State of California's Mandatory Organic Recycling Bill AB1826, will take effect that will require businesses that generate 8 cubic yards or more of organic waste per week to establish organic waste recycling services. In May 2015, WVC&R included an article in the summer commercial newsletter regarding AB1826. During the visits to commercial and multifamily customers, Outreach Coordinators informed the customers of the recycling bill that will take affect next year. WVC&R is currently working on the list of customers that fall under the parameters of the State's AB1826.

Currently, WVC&R outreach coordinators are visiting MFD customers to check on their current recycling service. At the same time, the outreach coordinators are providing on-site assessments and offering to set up presentations for staff and residents in an effort to increase the diversion level in the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos.

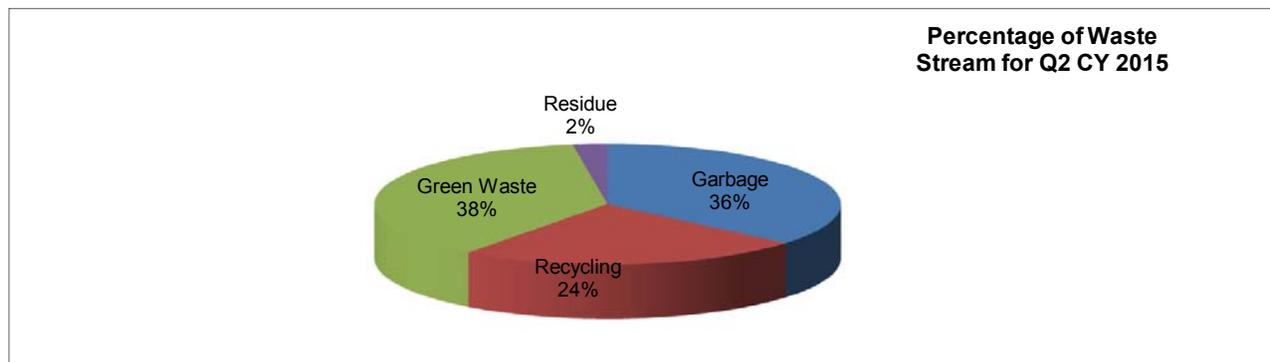
**Attachment A**  
**Total Program Statistics**  
**Second Quarter Calendar Year 2015**

<i>ITEM</i>	Jan-15	Feb-15	Mar-15	Q1 2015	Apr-15	May-15	Jun-15	Q2 2015	Year Total
<b>Tons Collected:</b>									
SFD Garbage	1,728.81	1,477.96	1,723.44	4,930.21	1,705.29	1,546.80	1,778.03	5,030.12	9,960.33
SFD Recycling	1,313.46	1,095.95	1,195.09	3,604.50	1,220.12	1,168.18	1,262.46	3,650.76	7,255.26
SFD Green Waste	1,935.35	1,730.11	1,863.40	5,528.86	1,876.89	1,663.38	1,661.42	5,201.69	10,730.55
E-Waste Recycling	0.00	0.00	0.00	0.00	8.52	0.00	0.00	8.52	8.52
Commercial/MFD Garbage	2,206.45	2,154.20	2,360.26	6,720.91	2,275.81	2,195.96	2,460.61	6,932.38	13,653.29
Commercial/MFD Recycling	532.77	544.53	579.61	1,656.91	570.38	523.61	585.71	1,679.70	3,336.61
Commercial Compost	69.12	70.23	89.90	229.25	78.26	77.60	80.41	236.27	465.52
Roll-off Garbage	1,346.61	1,314.72	1,440.48	4,101.81	1,266.84	1,222.39	1,369.71	3,858.94	7,960.75
Roll-off Recycling	190.10	248.88	467.67	906.65	219.99	233.76	249.01	702.76	1,609.41
Roll-off Green Waste	115.45	103.53	122.86	341.84	74.10	115.47	119.63	309.20	651.04
<b>Tons Delivered:</b>									
Garbage to Guadalupe Landfill	5,281.87	4,946.88	5,524.18	15,752.93	5,247.94	4,965.15	5,608.35	15,821.44	31,574.37
Recycling to Green Waste MRF	1,846.23	1,640.48	1,774.70	5,261.41	1,790.50	1,691.79	1,848.17	5,330.46	10,591.87
Recycling to Guadalupe Landfill	190.10	248.88	467.67	906.65	219.99	233.76	249.01	702.76	1,609.41
Green Waste to Guadalupe Landfill	2,050.80	1,833.64	1,986.26	5,870.70	1,950.99	1,778.85	1,781.05	5,510.89	11,381.59
E-Waste Recycling to GreenTeam MRF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E-Waste Recycling Drop Off Events	0.00	0.00	0.00	0.00	8.52	0.00	0.00	8.52	8.52
Compost to Z-Best Composting Facility	69.12	70.23	89.90	229.25	78.26	77.60	80.41	236.27	465.52
<b>Tons of Residue:</b>									
Total Tons of Residue	115.83	102.71	111.14	329.68	112.18	106.03	115.80	334.01	663.69
Percent of Residue	6.27%	6.26%	6.26%	6.27%	6.27%	6.27%	6.27%	6.27%	6.27%
<b>Diversion:</b>									
Total Tonnage Collected	9,438.12	8,740.11	9,842.71	28,020.94	9,296.20	8,747.15	9,566.99	27,610.34	55,631.28
Total Tonnage Diverted	4,040.42	3,690.52	4,207.39	11,938.33	3,936.08	3,675.97	3,842.84	11,454.89	23,393.22
Total Program Diversion Percentage	42.8%	42.2%	42.7%	42.6%	42.3%	42.0%	40.2%	41.5%	42.1%
<b>Missed Pickup Calls:</b>									
Missed Pickup Calls	316	414	220	950	221	279	408	908	1,858
Not Picked Up Within 24 Hours	7	6	7	20	2	6	11	19	39
<b>Complaints:</b>									
Total Complaints	0	1	3	4	1	2	1	4	8
Service Requests Unresolved For > 5 Business Days	0	0	0	0	0	0	0	0	0
<b>Damage Reports:</b>									
Damages to Private Property	0	2	2	4	0	0	0	0	4
<b>Public Education Events:</b>									
Number of Events	3	7	3	13	20	2	3	25	38
Number of Materials Distributed	114	273	74	461	939	75	100	1,114	1,575

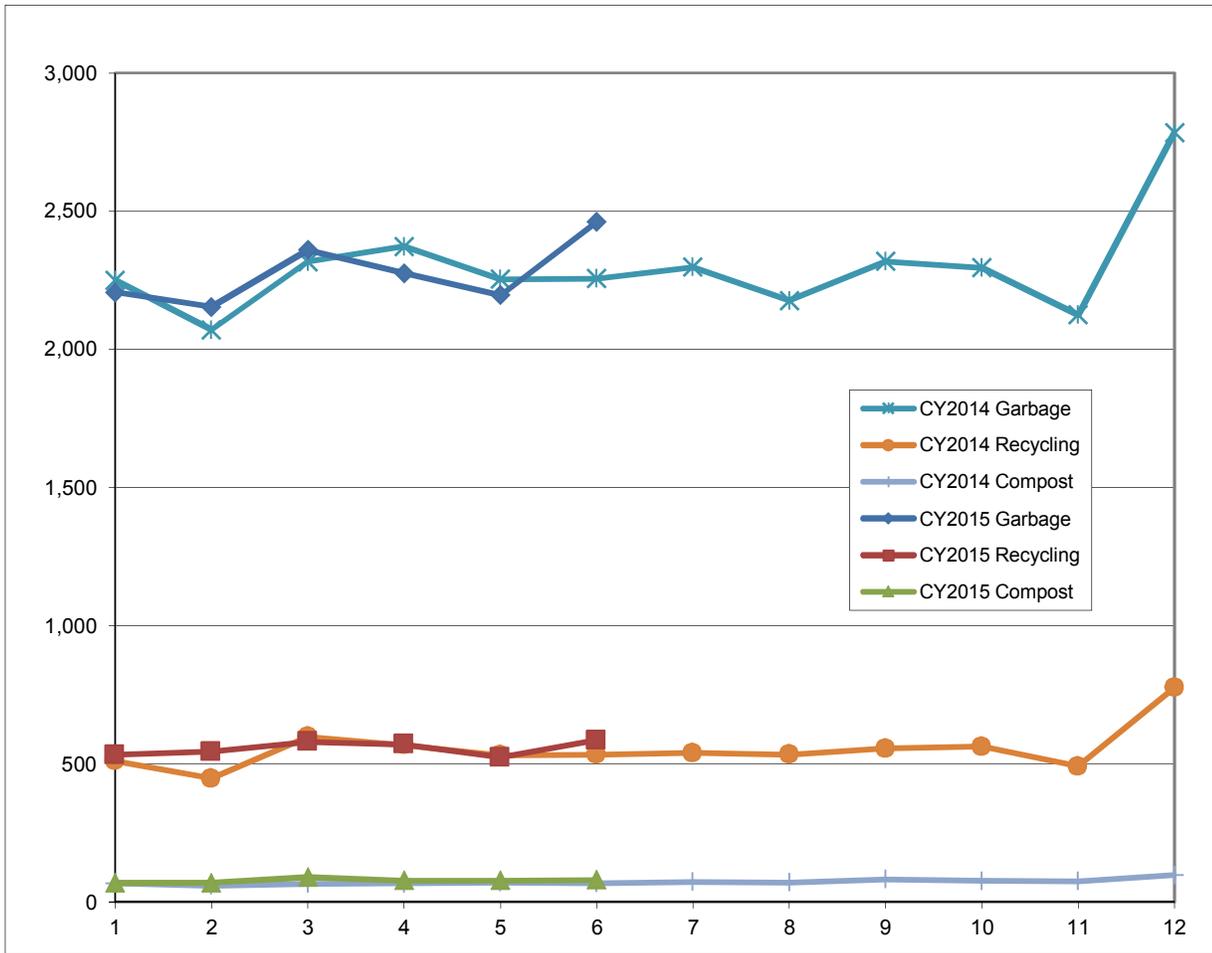
**Attachment B**  
**SFD Collected Tonnages**  
**Second Quarter Calendar Year 2015**



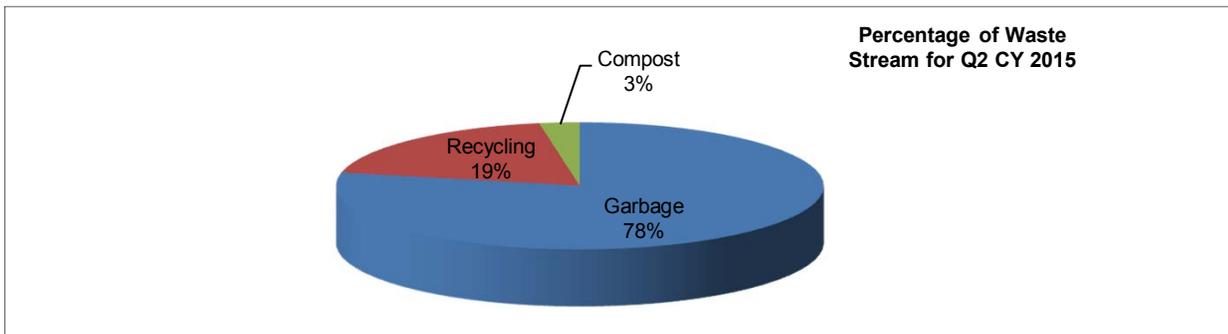
Tons	April	Q2 CY 2015			Q1 CY 2015	% change to previous Q
		May	June	Q2 CY 2015		
<b>Garbage</b>	1,705.29	1,546.80	1,778.03	5,030.12	4,930.21	2.03%
<b>Recycling</b>	1,220.12	1,168.18	1,262.46	3,650.76	3,604.50	1.28%
<b>Green Waste</b>	1,876.89	1,663.38	1,661.42	5,201.69	5,528.86	-5.92%
<b>E-Waste</b>	8.52	0	0	8.52	0.00	100.00%
<b>Residue</b>	112.18	106.03	115.8	334.01	329.68	1.31%
<b>Total</b>	4,810.82	4,378.36	4,701.91	13,891.09	14,063.57	-1.23%
<b>Tons Diverted</b>	2,993.35	2,725.53	2,808.08	8,526.96	8,803.68	-3.14%
<b>Diversion %</b>	62.22%	62.25%	59.72%	61.38%	62.60%	-1.94%



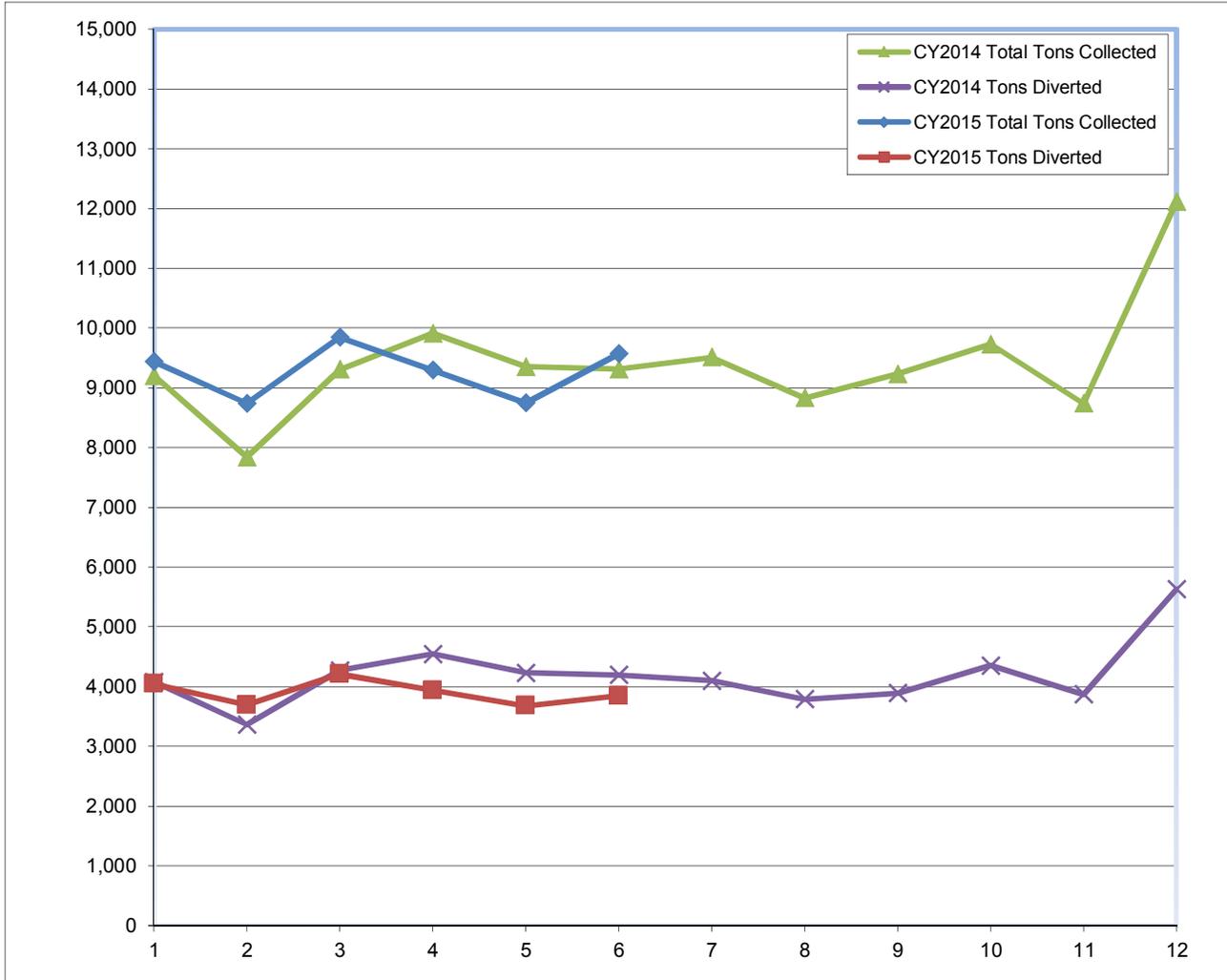
**Attachment C  
Commercial/MFD Collected Tonnages  
Second Quarter Calendar Year 2015**



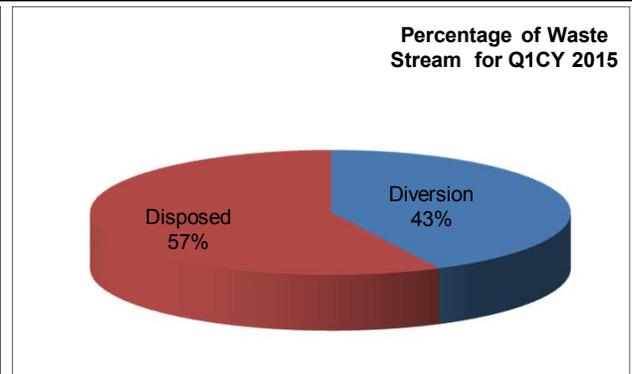
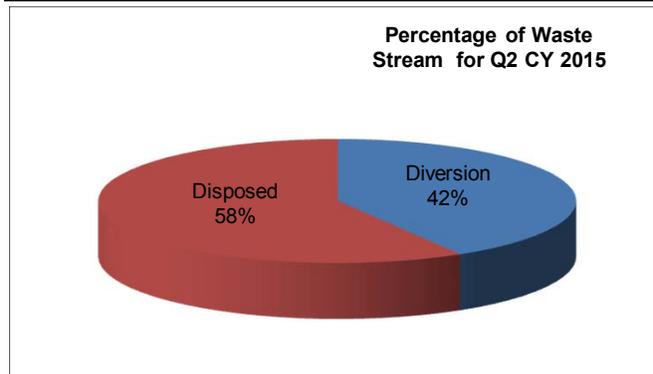
Tons	April	Q2 CY 2015 May	June	Q2 CY 2015	Q1 CY 2015	% change to previous Q
<b>Garbage</b>	2,275.81	2,195.96	2,460.61	6,932.38	6,720.91	3.15%
<b>Recycling</b>	570.38	523.61	585.71	1,679.70	1,656.91	1.38%
<b>Compost</b>	78.26	77.60	80.41	236.27	229.25	3.06%
<b>Total</b>	2,924.45	2,797.17	3,126.73	8,848.35	8,607.07	2.80%
<b>Diversion %</b>	22.18%	21.49%	21.30%	22.50%	21.91%	2.67%



**Attachment D**  
**Total Program Collected Tonnages and Diversion Rate**  
**Second Quarter Calendar Year 2015**

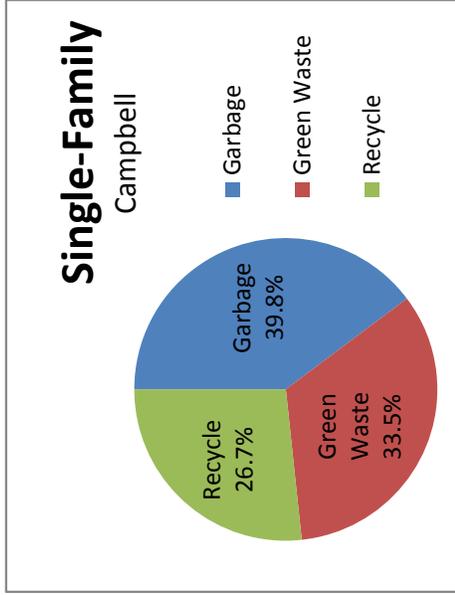


Tons	April	Q2 CY 2015 May	June	Q2 CY 2015	Q1 CY 2015	Q2 CY 2014	Total CY 2015
<b>Total</b>	9,296.20	8,747.15	9,566.99	27,610.34	28,020.94	28,574.04	55,631.28
<b>Tons Diverted</b>	3,936.08	3,675.97	3,842.84	11,454.89	11,938.33	12,959.97	23,393.22
<b>Diversion %</b>	42.3%	42.0%	40.2%	41.5%	42.6%	45.4%	42.1%



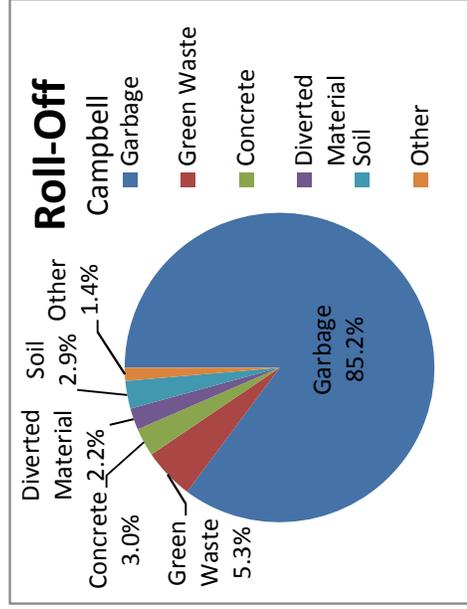
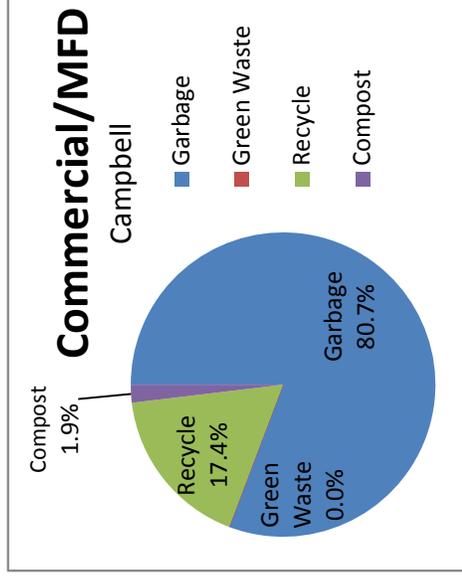
**Attachment E  
City of Campbell**

**Program Tons and Diversion  
Second Quarter Calendar Year 2015**



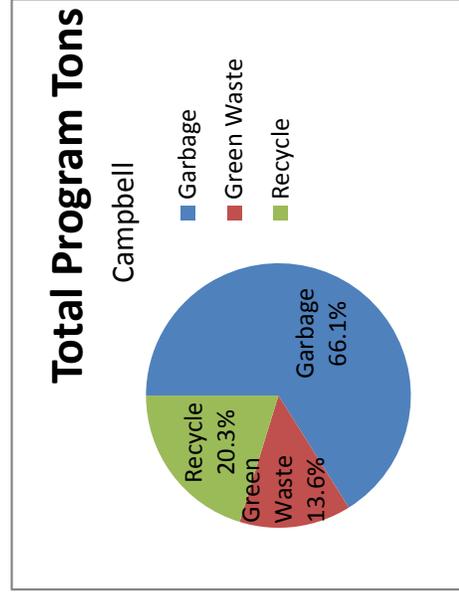
Single-Family	Tons
Garbage	1,660.05
Green Waste	1,400.91
Recycle	1,114.57
<b>Total Tons</b>	<b>4,175.53</b>

Commercial/MFD	Tons
Garbage	3,917.90
Green Waste	0.00
Recycle	841.27
Compost	93.33
<b>Total Tons</b>	<b>4,852.50</b>

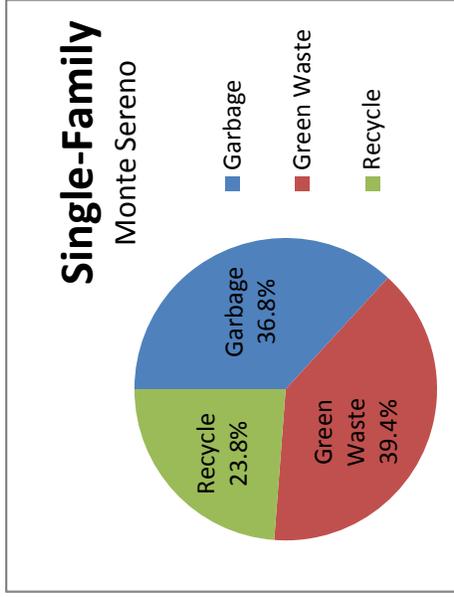


Roll-Off	Tons
Garbage	1,729.62
Green Waste	108.17
Concrete	60.22
Diverted Material	45.51
Soil	59.20
Other	27.85
<b>Total Tons</b>	<b>2,030.57</b>

Total Program Tons	Tons
Garbage	7,307.56
Green Waste	1,509.08
Recycle	2,241.95
<b>Total Tons</b>	<b>11,058.60</b>

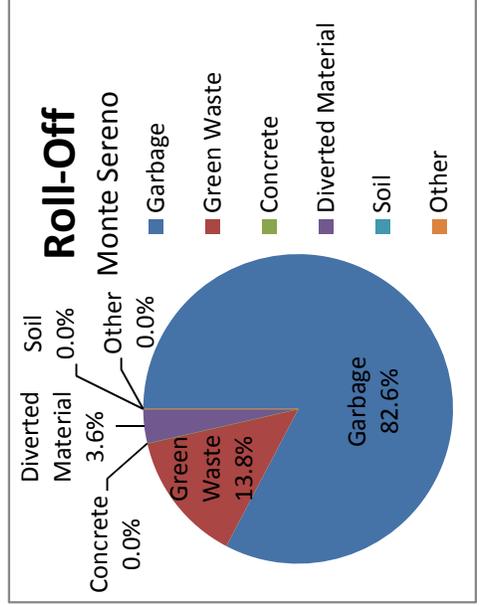
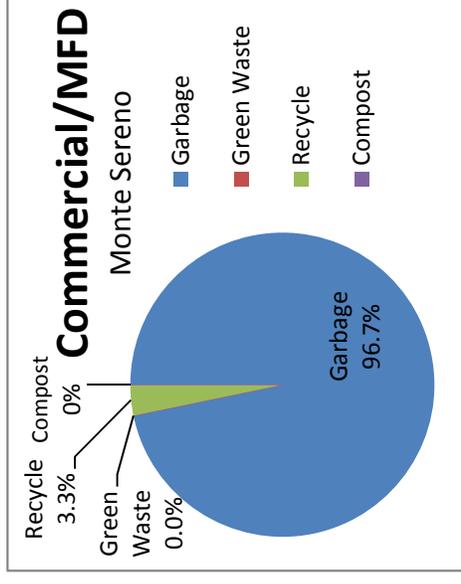


**Attachment F**  
**City of Monte Sereno**  
**Program Tons and Diversion**  
**Second Quarter Calendar Year 2015**



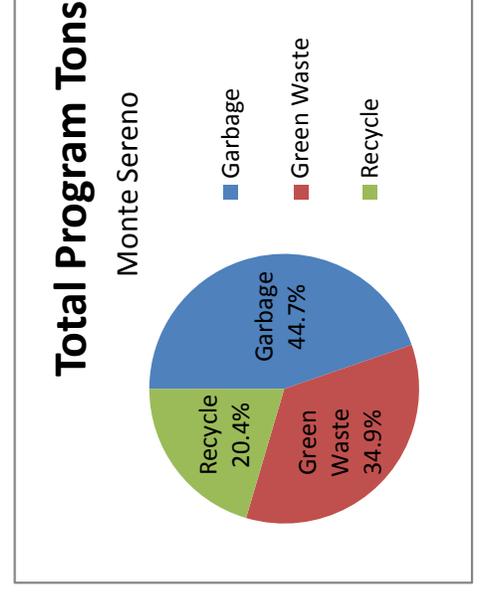
Single-Family	Tons
Garbage	222.19
Green Waste	237.86
Recycle	143.75
<b>Total Tons</b>	<b>603.80</b>

Commercial/MFD	Tons
Garbage	13.82
Green Waste	0.00
Recycle	0.47
Compost	0.00
<b>Total Tons</b>	<b>14.28</b>

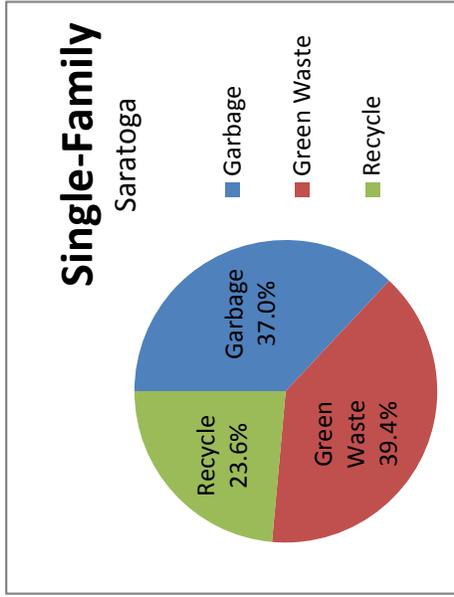


Roll-Off	Tons
Garbage	87.76
Green Waste	14.61
Concrete	0.00
Diverted Material	3.79
Soil	0.00
Other	0.00
<b>Total Tons</b>	<b>106.15</b>

Total Program Tons	Tons
Garbage	323.76
Green Waste	252.47
Recycle	148.01
<b>Total Tons</b>	<b>724.24</b>

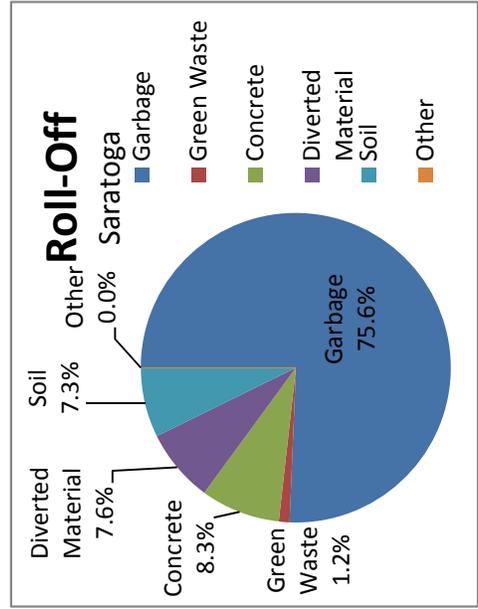
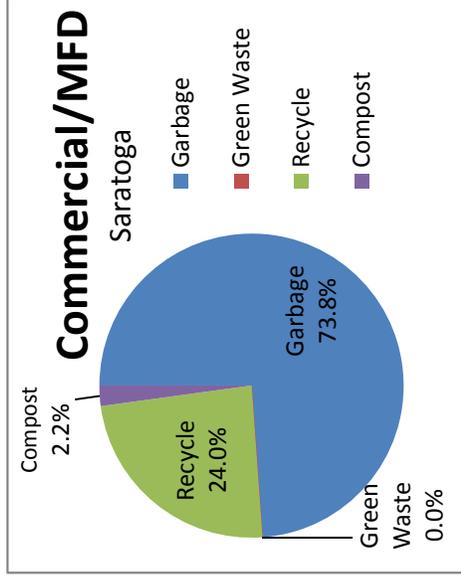


**Attachment G**  
**City of Saratoga**  
**Program Tons and Diversion**  
**Second Quarter Calendar Year 2015**



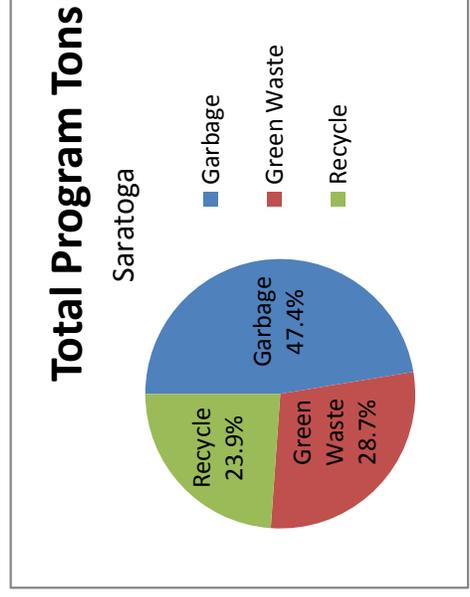
Single-Family	Tons
Garbage	1,816.81
Green Waste	1,937.92
Recycle	1,157.77
<b>Total Tons</b>	<b>4,912.51</b>

Commercial/MFD	Tons
Garbage	652.77
Green Waste	0.00
Recycle	212.14
Compost	19.14
<b>Total Tons</b>	<b>884.05</b>

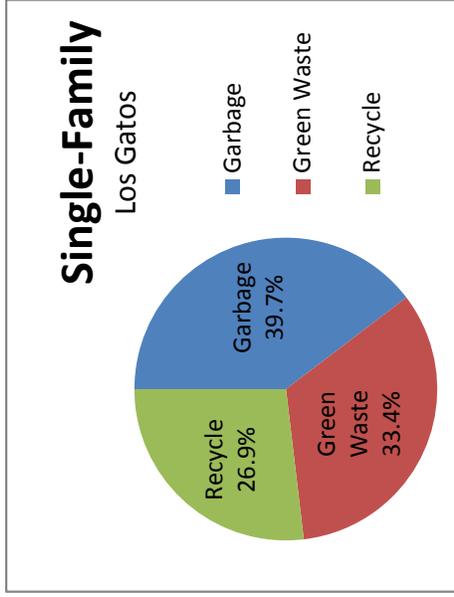


Roll-Off	Tons
Garbage	744.37
Green Waste	11.10
Concrete	81.52
Diverted Material	75.38
Soil	71.75
Other	0.00
<b>Total Tons</b>	<b>984.13</b>

Total Program Tons	Tons
Garbage	3,213.95
Green Waste	1,949.02
Recycle	1,617.71
<b>Total Tons</b>	<b>6,780.68</b>

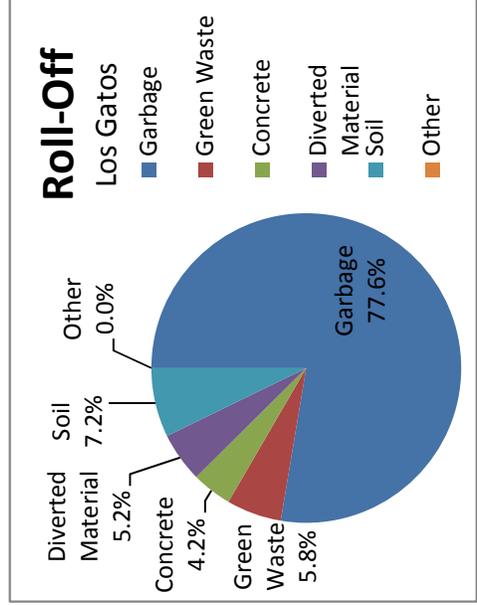
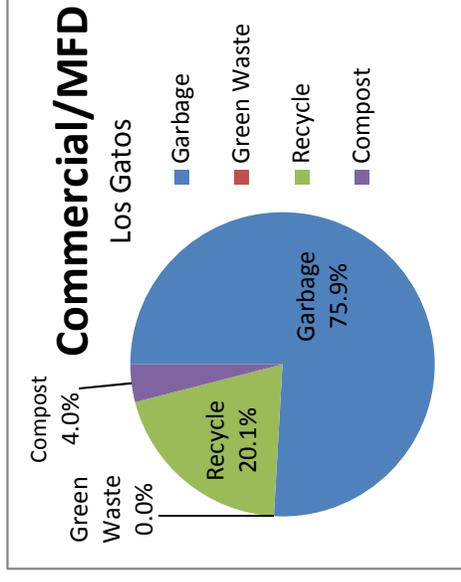


**Attachment H**  
**Town of Los Gatos**  
**Program Tons and Diversion**  
**Second Quarter Calendar Year 2015**



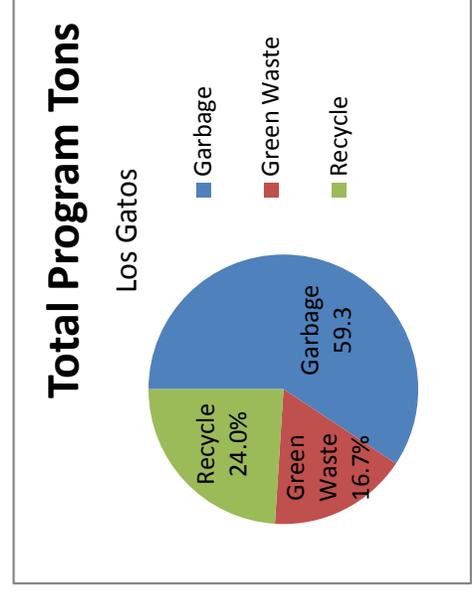
Single-Family	Tons
Garbage	1,653.95
Green Waste	1,393.38
Recycle	1,121.44
<b>Total Tons</b>	<b>4,168.77</b>

Commercial/MFD	Tons
Garbage	2,347.89
Green Waste	0.00
Recycle	621.87
Compost	123.81
<b>Total Tons</b>	<b>3,093.56</b>



Roll-Off	Tons
Garbage	1,297.19
Green Waste	96.20
Concrete	69.75
Diverted Material	86.80
Soil	120.98
Other	0.00
<b>Total Tons</b>	<b>1,670.91</b>

Total Program Tons	Tons
Garbage	5,299.03
Green Waste	1,489.57
Recycle	2,144.64
<b>Total Tons</b>	<b>8,933.24</b>



# West Valley Cities

## Jurisdictional Tonnages

**Residential:**

Garbage Tons	%	Yardwaste		Recycle		Residue		E-Waste		Total		Diversions	
		Tons	%	Tons	%	Tons	%	Tons	%	Tons	%	Total Tons	%
1,558	31%	1,401	28%	1,112	32%	102	32%	3	31%	4,176	2,515	60.2%	
1,552	31%	1,393	28%	1,119	32%	102	32%	3	31%	4,169	2,515	60.3%	
209	4%	238	5%	143	4%	13	4%	0	4%	604	382	63.2%	
1,711	34%	1,938	39%	1,155	33%	106	33%	3	34%	4,913	3,096	63.0%	
<b>Totals</b>	<b>100%</b>	<b>4,970</b>	<b>100%</b>	<b>3,529</b>	<b>100%</b>	<b>323</b>	<b>100%</b>	<b>9</b>	<b>100%</b>	<b>13,861</b>	<b>8,508</b>	<b>61.4%</b>	

#####

**Commercial:**

Garbage Tons	%	Recycle		Compost		Total		Diversions	
		Tons	%	Tons	%	Total Tons	%	Total Tons	%
3,918	57%	841	50%	93	40%	4,852	935	19.3%	
2,348	34%	622	37%	124	52%	3,094	746	24.1%	
14	0%	0	0%	-	0%	14	0	3.3%	
653	9%	212	13%	19	8%	884	231	26.2%	
<b>Totals</b>	<b>100%</b>	<b>1,676</b>	<b>100%</b>	<b>236</b>	<b>100%</b>	<b>8,844</b>	<b>1,912</b>	<b>21.6%</b>	

**R/O Boxes**

MSW Tons	%	Yardwaste		Concrete		Diversed Mat.		Soil		Total	
		Tons	%	Tons	%	Tons	%	Tons	%	Total Tons	%
1,730	45%	108	47%	60	28%	46	22%	59	24%	28	100%
1,297	34%	96	42%	70	33%	87	41%	121	48%	-	0%
88	2%	15	6%	-	0%	4	2%	-	0%	-	0%
744	19%	11	5%	82	39%	75	36%	72	28%	-	0%
<b>Totals</b>	<b>100%</b>	<b>230</b>	<b>100%</b>	<b>211</b>	<b>100%</b>	<b>211</b>	<b>100%</b>	<b>252</b>	<b>100%</b>	<b>28</b>	<b>100%</b>

**Total Diversion**

	#	R/Green Waste	total divert:g total %
Campbell		13.6%	33.9%
Los Gatos		16.7%	40.7%
Monte Sereno		34.9%	55.3%
Saratoga		28.7%	52.6%

# Capacity / Volumes

## Residential:

	Garbage Volume	West Valley %	Total %	Yardwaste Volume	%	Recycle Volume	%
Campbell	1,854	31%	29.42%	2,202	27%	2,740	30%
Los Gatos	1,846	31%	29.29%	2,190	27%	2,757	31%
Monte Sereno	249	4%	3.95%	374	5%	353	4%
Saratoga	2,036	34%	32.31%	3,046	37%	2,846	32%
County	317		5.03%	364	4.45%	300	3.33%
<b>Totals</b>	<b>6,303</b>	<b>100%</b>	<b>100%</b>	<b>8,175</b>	<b>100%</b>	<b>8,996</b>	<b>100%</b>

## Commercial

	Garbage Volume	West Valley %	Total %	Recycle Volume	%	Compost Volume	%
Campbell	5,103	57%	56%	3,564	50%	88	34%
Los Gatos	3,058	34%	34%	2,634	37%	128	49%
Monte Sereno	18	0%	0%	2	0%	8	3%
Saratoga	850	9%	9%	899	13%	36	14%
County	33		0.36%	17	0.23%	-	0%
<b>Totals</b>	<b>9,063</b>	<b>100%</b>	<b>100%</b>	<b>7,116</b>	<b>100%</b>	<b>260</b>	

<b>Totals</b>		
West Valley	15,016	97.722%
County	350	2.3%
<b>Total Capacity</b>	<b>15,366</b>	<b>100.0%</b>

# West Valley Cities

## Actual Tonmages by LOB

	April	May	June	Totals
<b>Residential</b>				
MSW	1,705.29	1,546.80	1,778.03	5,030.13
Yardwaste	1,876.89	1,663.38	1,661.42	5,201.69
Recycle	1,220.12	1,168.18	1,262.46	3,650.75
Residue	112.18	106.03	115.80	334.01
E-Waste	8.52	-	-	8.52
<b>Commercial</b>				
MSW	2,275.81	2,195.96	2,460.61	6,932.37
Recycle	570.38	523.61	585.71	1,679.69
Compost	78.26	77.60	80.41	236.27
<b>Totals</b>				
MSW	3,981.10	3,742.76	4,238.64	11,962.50
Yardwaste	1,876.89	1,663.38	1,661.42	5,201.69
Recycle	1,799.01	1,691.78	1,848.17	5,330.45
Residue	112.18	106.03	115.80	334
<b>Total LF Tons</b>	<b>5,858</b>	<b>5,406</b>	<b>5,900</b>	<b>17,164</b>

All Tons 22,829

## Guadalupe Landfill Tons

MSW	5,327.74	5,085.26	5,678.98	16,091.98
Yardwaste	2,159.94	1,930.32	1,964.31	6,054.57
Concrete	85.36	51.72	75.18	212.26
Soil	43.73	124.11	85.01	252.85
Diverted Material	85.36	51.72	75.18	212.26
Other	6.34	7.06	14.55	27.95
<b>Totals</b>	<b>7,708.47</b>	<b>7,250.19</b>	<b>7,893.21</b>	<b>22,851.87</b>

county cart % city cart %  
 5.0% 94.97%  
 sfid 0.4% 99.64%  
 mfd

## Manually subtracted YW residue

	April	May	June
	23.45	25.7	37.53

county cart % city cart %  
 5.0% 94.97%  
 sfid 0.4% 99.64%  
 mfd

	April	May	June	Totals	% of MSW
	1,772.15	1,654.42	1,834.66	5,261	32.7%
	2,085.84	1,853.48	1,863.16	5,802	
	1,284.73	1,230.04	1,329.32		
	118.12	111.65	121.93		
	8.52	-	-		

	3,555.59	3,430.84	3,844.32	10,831	67.3%
	572.46	525.52	587.85		
	78.26	77.60	80.41		

Rolloff % 35.8%  
 Yardwaste R/O % 4.2%

## West Valley

	April	May	June	Total
Resi MSW	1,654	1,579	1,763	4,996.62
Comm MSW	3,572.79	3,410.18	3,808.33	10,791.31
	2,051.31	1,833.24	1,865.52	5,750.06
	85.05	51.53	74.91	211.49
	43.57	123.66	84.70	251.93
	85.05	51.53	74.91	211.49
	6.32	7.03	14.50	27.85
<b>Totals</b>	<b>7,498.37</b>	<b>7,056.17</b>	<b>7,686.21</b>	<b>22,240.74</b>

15,787.93 Total MSW

West Valley Total/Reported Tons 27,905.20

total tons colle	9,409.56	8,853.99	9,650.18	27,913.72
total tons dive	4,070.30	3,758.77	3,962.70	11,791.78

<b>Tons for Drop Box</b>				
MSW	1,266.84	1,222.39	1,369.71	3,858.94
Yardwaste	74.10	115.47	119.63	309.20
Concrete	85.05	51.53	74.91	211.49
Soil	43.57	123.66	84.70	251.93
Diverted Material	85.05	51.53	74.91	211.49
Other	6.32	7.03	14.50	27.85
<b>Totals</b>	<b>1,560.92</b>	<b>1,571.62</b>	<b>1,738.35</b>	<b>4,870.89</b>

Drop recycling tote 219.99 233.76 249.01 702.75

7,418.91

289.56

# West Valley Collection & Recycling

## R/O Tonnages by Jurisdiction by Material Type

	<u>MSW</u>	<u>Soil</u>	<u>Diverted Material</u>	<u>Yardwaste</u>	<u>Concrete</u>	<u>Other</u>	<u>Totals</u>
Campbell	1,736	45%	59	24%	46	22%	114
Los Gatos	1,302	34%	121	48%	87	41%	101
Monte Sereno	88	2%	-	0%	4	2%	15
Saratoga	747	19%	72	28%	76	36%	12
Totals	3,873	100%	253	100%	212	100%	242
West Valley R/O							
Campbell	1,729.6	45%	59.2	24%	45.5	22%	108.2
Los Gatos	1,297.2	34%	121.0	48%	86.8	41%	96.2
Monte Sereno	87.8	2%	-	0%	3.8	2%	14.6
Saratoga	744.4	19%	71.7	28%	75.4	36%	11.1
Totals	3,858.9	100%	251.9	100%	211.5	100%	230.1
Campbell	28	100%	-	0%	-	0%	28
Los Gatos	-	0%	-	0%	-	0%	-
Monte Sereno	-	0%	-	0%	-	0%	-
Saratoga	-	0%	-	0%	-	0%	-
Totals	28	100%	-	0%	-	0%	28
Campbell	181.6	28%	181.6	28%	181.6	28%	181.6
Los Gatos	210.3	33%	210.3	33%	210.3	33%	210.3
Monte Sereno	-	0%	-	0%	-	0%	-
Saratoga	-	0%	-	0%	-	0%	-
Totals	391.9	100%	391.9	100%	391.9	100%	391.9
Campbell	27.8	100%	27.8	100%	27.8	100%	27.8
Los Gatos	-	0%	-	0%	-	0%	-
Monte Sereno	-	0%	-	0%	-	0%	-
Saratoga	-	0%	-	0%	-	0%	-
Totals	27.8	100%	27.8	100%	27.8	100%	27.8

5,220

**Attachment I  
Customer Calls  
Second Quarter Calendar Year 2015**

<b>CY 2015</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
<b>Missed Pickups</b>	316	414	220	221	279	408	0	0	0	0	0	0
<b>Not Picked Up Within 24 Hours</b>	7	6	7	2	6	11	0	0	0	0	0	0
<b>Complaints (1)</b>	0	1	3	1	2	1	0	0	0	0	0	0
<b>Service Requests Unresolved For &gt; Five Business Days</b>	0	0	0	0	0	0	0	0	0	0	0	0

(1) Per WVC&R's phone system coding "Complaints" do not include a specific service request ie. missed pickups etc....

**Attachment J**  
**Private Property Damage**  
**Second Quarter Calendar Year 2015**

Date	Jurisdiction	Damage Description	Resolution
N/A	N/A	No private property damages this quarter	N/A

**Attachment K  
Customer Service Levels  
Second Quarter Calendar Year 2015**

**Campbell**

Single Family	Garbage Cart Size	Number of Customers	Recycling Cart Size	Number of Customers	Green Waste Cart Size	Number of Customers
	20 gallon	458	35 gallon	1,056	35 gallon	227
35 gallon	8,118	65 gallon	1,020	65 gallon	215	
65 gallon	1,006	95 gallon	4,732	95 gallon	4,450	
95 gallon	167					

Commercial/ MFD	Garbage Bin/Cart Size	Number of Containers	Garbage Bin/Cart Size	Number of Containers	Garbage Bin/Cart Size	Number of Containers
	1.5 cubic yard 1x	389	3 cubic yard 1x	222	4 cubic yard 6x	2
1.5 cubic yard 2x	19	3 cubic yard 2x	150	6 cubic yard 1x	27	
1.5 cubic yard 3x	2	3 cubic yard 3x	63	6 cubic yard 2x	18	
1.5 cubic yard 4x	1	3 cubic yard 4x	11	6 cubic yard 3x	5	
1.5 cubic yard 5x	0	3 cubic yard 5x	13	6 cubic yard 4x	0	
2 cubic yard 1x	214	3 cubic yard 6x	4	6 cubic yard 5x	2	
2 cubic yard 2x	56	4 cubic yard 1x	21	6 cubic yard 6x	2	
2 cubic yard 3x	12	4 cubic yard 2x	5	35 gallon	52	
2 cubic yard 4x	5	4 cubic yard 3x	5	65 gallon	54	
2 cubic yard 5x	2	4 cubic yard 4x	1	95 gallon	177	
2 cubic yard 6x	2	4 cubic yard 5x	5			

Commercial/ MFD	Recycle Bin/Cart Size	Number of Containers	Recycle Bin/Cart Size	Number of Containers	Recycle Bin/Cart Size	Number of Containers
	1 cubic yard 1x	7	2 cubic yard 4x	0	6 cubic yard 2x	12
1 cubic yard 2x	2	2 cubic yard 5x	2	6 cubic yard 3x	10	
1 cubic yard 3x	1	3 cubic yard 1x	159	6 cubic yard 4x	0	
1 cubic yard 4x	0	3 cubic yard 2x	83	6 cubic yard 5x	0	
1 cubic yard 5x	0	3 cubic yard 3x	33	6 cubic yard 6x	0	
1.5 cubic yard 1x	164	3 cubic yard 4x	1	8 cubic yard 1x	0	
1.5 cubic yard 2x	17	3 cubic yard 5x	20	8 cubic yard 2x	0	
1.5 cubic yard 3x	0	4 cubic yard 1x	11	8 cubic yard 3x	0	
1.5 cubic yard 4x	0	4 cubic yard 2x	5	35 gallon	0	
1.5 cubic yard 5x	2	4 cubic yard 3x	8	65 gallon	37	
2 cubic yard 1x	113	4 cubic yard 4x	1	95 gallon	1285	
2 cubic yard 2x	34	4 cubic yard 5x	1			
2 cubic yard 3x	8	6 cubic yard 1x	11			

Commercial/ MFD	Compost Bin/Cart Size	Number of Containers	Compost Bin/Cart Size	Number of Containers	Compost Bin/Cart Size	Number of Containers
	1 cubic yard 1x	1	2 cubic yard 1x	2	3 cubic yard 2x	9
1.5 cubic yard 1x	2	2 cubic yard 2x	3	65 gallon	0	
1.5 cubic yard 2x	4	3 cubic yard 1x	1	95 gallon	19	

Roll-off/ Compactor	Garbage size	Number of Customers	Customers by Jurisdiction	Single Family	Customers by Jurisdiction	Commercial/ MFD
	0 - 20 cubic yard	22	Campbell	8,971	Campbell	1,361
21 - 30 cubic yard	7					
31 - 40 cubic yard	2					

<b>Service Total</b>	
<b>Exemption Locations</b>	0

**Attachment L**  
**Customer Service Levels**  
**Second Quarter Calendar Year 2015**  
**Monte Sereno**

Single Family	Garbage Cart Size	Number of Customers	Recycling Cart Size	Number of Customers	Green Waste Cart Size	Number of Customers
	20 gallon	47	35 gallon	45	35 gallon	11
35 gallon	469	65 gallon	96	65 gallon	20	
65 gallon	187	95 gallon	669	95 gallon	777	
95 gallon	108					

Commercial/ MFD	Garbage Bin/Cart Size	Number of Containers	Garbage Bin/Cart Size	Number of Containers	Garbage Bin/Cart Size	Number of Containers
	1.5 cubic yard 1x	0	3 cubic yard 1x	1	4 cubic yard 6x	0
1.5 cubic yard 2x	0	3 cubic yard 2x	1	6 cubic yard 1x	1	
1.5 cubic yard 3x	0	3 cubic yard 3x	0	6 cubic yard 2x	0	
1.5 cubic yard 4x	0	3 cubic yard 4x	0	6 cubic yard 3x	0	
1.5 cubic yard 5x	0	3 cubic yard 5x	0	6 cubic yard 4x	0	
2 cubic yard 1x	0	3 cubic yard 6x	0	6 cubic yard 5x	0	
2 cubic yard 2x	0	4 cubic yard 1x	0	6 cubic yard 6x	0	
2 cubic yard 3x	0	4 cubic yard 2x	0	35 gallon	0	
2 cubic yard 4x	0	4 cubic yard 3x	0	65 gallon	0	
2 cubic yard 5x	0	4 cubic yard 4x	0	95 gallon	0	
2 cubic yard 6x	0	4 cubic yard 5x	0			

Commercial/ MFD	Recycle Bin/Cart Size	Number of Containers	Recycle Bin/Cart Size	Number of Containers	Recycle Bin/Cart Size	Number of Containers
	1 cubic yard 1x	0	2 cubic yard 4x	0	6 cubic yard 2x	0
1 cubic yard 2x	0	2 cubic yard 5x	0	6 cubic yard 3x	0	
1 cubic yard 3x	0	3 cubic yard 1x	0	6 cubic yard 4x	0	
1 cubic yard 4x	0	3 cubic yard 2x	0	6 cubic yard 5x	0	
1 cubic yard 5x	0	3 cubic yard 3x	0	6 cubic yard 6x	0	
1.5 cubic yard 1x	1	3 cubic yard 4x	0	8 cubic yard 1x	0	
1.5 cubic yard 2x	0	3 cubic yard 5x	0	8 cubic yard 2x	0	
1.5 cubic yard 3x	0	4 cubic yard 1x	0	8 cubic yard 3x	0	
1.5 cubic yard 4x	0	4 cubic yard 2x	0	35 gallon	0	
1.5 cubic yard 5x	0	4 cubic yard 3x	0	65 gallon	0	
2 cubic yard 1x	0	4 cubic yard 4x	0	95 gallon	1	
2 cubic yard 2x	0	4 cubic yard 5x	0			
2 cubic yard 3x	0	6 cubic yard 1x	0			

Commercial/ MFD	Compost Bin/Cart Size	Number of Containers	Compost Bin/Cart Size	Number of Containers	Compost Bin/Cart Size	Number of Containers
	1 cubic yard 1x	0	1.5 cubic yard 2x	0	3 cubic yard 1x	0
1 cubic yard 2x	0	2 cubic yard 1x	0	3 cubic yard 2x	1	
1.5 cubic yard 1x	0	2 cubic yard 2x	0	95 gallon	4	

Roll-off/ Compactor	Garbage size	Number of Customers	Customers by Jurisdiction	Single Family	Customers by Jurisdiction	Commercial/ MFD
	0 - 20 cubic yard	0	Monte Sereno	1,093	Monte Sereno	3
21 - 30 cubic yard	0					
31 - 40 cubic yard	0					

<b>Service Total</b>	
Exemption Locations	0

**Attachment M**  
**Customer Service Levels**  
**Second Quarter Calendar Year 2015**

**Saratoga**

Single Family	Garbage Cart Size	Number of Customers	Recycling Cart Size	Number of Customers	Green Waste Cart Size	Number of Customers
	20 gallon	452	35 gallon	544	35 gallon	134
35 gallon	7,384	65 gallon	811	65 gallon	226	
65 gallon	1,445	95 gallon	5,295	95 gallon	6,271	
95 gallon	525					

Commercial/ MFD	Garbage Bin/Cart Size	Number of Containers	Garbage Bin/Cart Size	Number of Containers	Garbage Bin/Cart Size	Number of Containers
	1.5 cubic yard 1x	33	3 cubic yard 1x	30	4 cubic yard 6x	1
1.5 cubic yard 2x	11	3 cubic yard 2x	27	6 cubic yard 1x	3	
1.5 cubic yard 3x	1	3 cubic yard 3x	8	6 cubic yard 2x	6	
1.5 cubic yard 4x	0	3 cubic yard 4x	1	6 cubic yard 3x	0	
1.5 cubic yard 5x	0	3 cubic yard 5x	4	6 cubic yard 4x	0	
2 cubic yard 1x	30	3 cubic yard 6x	1	6 cubic yard 5x	0	
2 cubic yard 2x	10	4 cubic yard 1x	2	6 cubic yard 6x	0	
2 cubic yard 3x	1	4 cubic yard 2x	0	35 gallon	10	
2 cubic yard 4x	0	4 cubic yard 3x	0	65 gallon	11	
2 cubic yard 5x	0	4 cubic yard 4x	1	95 gallon	61	
2 cubic yard 6x	0	4 cubic yard 5x	0			

Commercial/ MFD	Recycle Bin/Cart Size	Number of Containers	Recycle Bin/Cart Size	Number of Containers	Recycle Bin/Cart Size	Number of Containers
	1 cubic yard 1x	0	2 cubic yard 4x	0	6 cubic yard 2x	11
1 cubic yard 2x	0	2 cubic yard 5x	0	6 cubic yard 3x	5	
1 cubic yard 3x	0	3 cubic yard 1x	28	6 cubic yard 4x	2	
1 cubic yard 4x	0	3 cubic yard 2x	11	6 cubic yard 5x	0	
1 cubic yard 5x	0	3 cubic yard 3x	10	6 cubic yard 6x	0	
1.5 cubic yard 1x	21	3 cubic yard 4x	0	8 cubic yard 1x	0	
1.5 cubic yard 2x	0	3 cubic yard 5x	0	8 cubic yard 2x	0	
1.5 cubic yard 3x	2	4 cubic yard 1x	4	8 cubic yard 3x	1	
1.5 cubic yard 4x	0	4 cubic yard 2x	0	35 gallon	2	
1.5 cubic yard 5x	0	4 cubic yard 3x	3	65 gallon	18	
2 cubic yard 1x	26	4 cubic yard 4x	0	95 gallon	336	
2 cubic yard 2x	8	4 cubic yard 5x	0			
2 cubic yard 3x	0	6 cubic yard 1x	6			

Commercial/ MFD	Compost Bin/Cart Size	Number of Containers	Compost Bin/Cart Size	Number of Containers	Compost Bin/Cart Size	Number of Containers
	1 cubic yard 1x	1	1.5 cubic yard 2x	0	3 cubic yard 1x	2
1 cubic yard 2x	0	2 cubic yard 1x	6	3 cubic yard 2x	2	
1.5 cubic yard 1x	4	2 cubic yard 2x	2	95 gallon	18	

Roll-off/ Compactor	Garbage size	Number of Customers	Customers by Jurisdiction	Single Family	Customers by Jurisdiction	Commercial/ MFD
	0 - 20 cubic yard	6	Saratoga	9,763	Saratoga	225
21 - 30 cubic yard	3					
31 - 40 cubic yard	1					

<b>Service Total</b>	
Exemption Locations	0

**Attachment N**  
**Customer Service Levels**  
**Second Quarter Calendar Year 2015**  
**Los Gatos**

Single Family	Garbage Cart Size	Number of Customers	Recycling Cart Size	Number of Customers	Green Waste Cart Size	Number of Customers
	20 gallon	459	35 gallon	880	35 gallon	243
35 gallon	6,921	65 gallon	864	65 gallon	212	
65 gallon	1,260	95 gallon	4,946	95 gallon	4,421	
95 gallon	417					

Commercial/ MFD	Garbage Bin/Cart Size	Number of Containers	Garbage Bin/Cart Size	Number of Containers	Garbage Bin/Cart Size	Number of Containers
	1.5 cubic yard 1x	139	3 cubic yard 1x	118	4 cubic yard 6x	0
1.5 cubic yard 2x	12	3 cubic yard 2x	68	6 cubic yard 1x	6	
1.5 cubic yard 3x	4	3 cubic yard 3x	43	6 cubic yard 2x	13	
1.5 cubic yard 4x	0	3 cubic yard 4x	18	6 cubic yard 3x	3	
1.5 cubic yard 5x	1	3 cubic yard 5x	5	6 cubic yard 4x	1	
2 cubic yard 1x	87	3 cubic yard 6x	17	6 cubic yard 5x	0	
2 cubic yard 2x	88	4 cubic yard 1x	4	6 cubic yard 6x	2	
2 cubic yard 3x	11	4 cubic yard 2x	2	35 gallon	110	
2 cubic yard 4x	0	4 cubic yard 3x	2	65 gallon	42	
2 cubic yard 5x	1	4 cubic yard 4x	2	95 gallon	178	
2 cubic yard 6x	1	4 cubic yard 5x	2			

Commercial/ MFD	Recycle Bin/Cart Size	Number of Containers	Recycle Bin/Cart Size	Number of Containers	Recycle Bin/Cart Size	Number of Containers
	1 cubic yard 1x	7	2 cubic yard 4x	0	6 cubic yard 2x	6
1 cubic yard 2x	3	2 cubic yard 5x	2	6 cubic yard 3x	7	
1 cubic yard 3x	5	3 cubic yard 1x	94	6 cubic yard 4x	1	
1 cubic yard 4x	0	3 cubic yard 2x	55	6 cubic yard 5x	3	
1 cubic yard 5x	0	3 cubic yard 3x	29	6 cubic yard 6x	2	
1.5 cubic yard 1x	56	3 cubic yard 4x	1	8 cubic yard 1x	1	
1.5 cubic yard 2x	10	3 cubic yard 5x	16	8 cubic yard 2x	0	
1.5 cubic yard 3x	3	4 cubic yard 1x	5	8 cubic yard 3x	0	
1.5 cubic yard 4x	0	4 cubic yard 2x	4	35 gallon	13	
1.5 cubic yard 5x	1	4 cubic yard 3x	6	65 gallon	28	
2 cubic yard 1x	68	4 cubic yard 4x	2	95 gallon	857	
2 cubic yard 2x	22	4 cubic yard 5x	4			
2 cubic yard 3x	2	6 cubic yard 1x	8			

Commercial/ MFD	Compost Bin/Cart Size	Number of Containers	Compost Bin/Cart Size	Number of Containers	Compost Bin/Cart Size	Number of Containers
	1 cubic yard 1x	0	2 cubic yard 1x	5	3 cubic yard 2x	7
1.5 cubic yard 1x	3	2 cubic yard 2x	2	6 cubic yard 2x	1	
1.5 cubic yard 2x	3	3 cubic yard 1x	3	95 gallon	36	

Roll-off/ Compactor	Garbage size	Number of Customers	Customers by Jurisdiction	Single Family	Customers by Jurisdiction	Commercial/ MFD
	0 - 20 cubic yard	20	Los Gatos	8,877	Los Gatos	758
21 - 30 cubic yard	1					
31 - 40 cubic yard	0					

<b>Service Total</b>	
Exemption Locations	0

**Attachment O**  
**Presentations and Events**  
**Second Quarter Calendar Year 2015**

Organization	Date	Number Present	City or Town	Type of Presentation	SFD/MFD/Commercial	Guides Distributed	Posters Distributed
Northern CAA Expo/Conference	4/8/2015	250	All WV Cities	Information Booth	MFD	250	0
Marshall Lane Elementary (Kinder 1)	4/13/2015	50	Saratoga	Recycling Presentation	SFD/MFD/School	50	4
Marshall Lane Elementary (Kinder 2)	4/13/2015	50	Saratoga	Recycling Presentation	SFD/MFD/School	50	4
Saratoga Library	4/14/2015	50	Saratoga	Recycling Storytime	SFD/MFD	50	0
Marshall Lane Elementary (Preschool)	4/17/2015	20	Saratoga	Recycling Presentation	SFD/MFD/School	20	2
Marshall Lane Elementary (TK)	4/17/2015	20	Saratoga	Recycling Presentation	SFD/MFD/School	20	2
Los Gatos Sustainability Day	4/19/2015	200	Los Gatos	Information Booth	SFD/MFD	50	0
Saratoga French Cultural Preschool	4/20/2015	15	Saratoga	Recycling Presentation	SFD/MFD/School	15	2
Campbell Parent Participation Presc.	4/20/2015	30	Campbell	Recycling Presentation	SFD/MFD/School	30	2
Old Orchard School (Prek-K)	4/21/2015	30	Campbell	Recycling Presentation	SFD/MFD/School	30	6
Old Orchard School (1st-2nd)	4/21/2015	30	Campbell	Recycling Presentation	SFD/MFD/School	30	6
Old Orchard School (3rd-5th)	4/21/2015	50	Campbell	Recycling Presentation	SFD/MFD/School	50	6
Saratoga Arbor Day	4/21/2015	150	Saratoga	Information Booth	SFD/MFD	25	0
Earth Day San Jose	4/22/2015	300	All WV Cities	Information Booth	SFD/MFD	100	0
Daves Ave School	4/23/2015	650	Monte Sereno	Information Booth	SFD/MFD/School	50	0
Stellar Learning Academy (K-2)	4/27/2015	12	Campbell	Recycling Presentation	SFD/MFD/School	12	2
Stellar Learning (3rd-6th)	4/27/2015	20	Campbell	Recycling Presentation	SFD/MFD/School	20	2
Stellar Learning Academy (7th-12th)	4/27/2015	12	Campbell	Recycling Presentation	SFD/MFD/School	12	2
Advantest Green Event	4/29/2015	50	All WV Cities	Information Booth	SFD/MFD	50	0
West Valley Biz Expo and Mixer	4/29/2015	100	All WV Cities	Information Booth	SFD/MFD	25	20
Big Truck Day	5/2/2015	250	Los Gatos	Information Booth	SFD/MFD	50	0
Argonaut Elementary (4th grade)	5/29/2015	25	Saratoga	Recycling Presentation	SFD/MFD	25	0
Campbell Lion's Club	6/2/2015	20	Campbell	Recycling Presentation	SFD/MFD	20	0
Campbell Rotary Club	6/9/2015	50	Campbell	Recycling Presentation	SFD/MFD	60	0
Noah's Ark Preschool	6/24/2015	40	Campbell	Recycling Presentation	SFD/MFD	20	4
<b>TOTAL:</b>		<b>2,474</b>			<b>TOTAL:</b>	<b>1,114</b>	<b>64</b>

**Attachment P**  
**Special Event Collection**  
**Second Quarter Calendar Year 2015**

<b>Date</b>	<b>Special Event</b>	<b>Organization</b>	<b>City/Town</b>	<b>Containers</b>	<b>Tons</b>
4/19/2015	Spring into Green	Town of Los Gatos	Los Gatos	1-3cy compost bin	0.68
4/25/2015	Walk MS	National MS Society	Los Gatos	1-4cy garbage bin 1-4cy recycling bin	0.91 0.25
4/25/2015	Beautiful Day	Beautiful Day	Saratoga	1-20 cy debris box	2.23
4/26/2015	The Great Race	Saratoga LG Rotary Club	Los Gatos	1-2cy recycling bin 5-95g recycling carts	0.13 0.15
5/2/2015	Saratoga Rotary Art Show	The Conrado Company	Saratoga	1-30cy debris box	0.55
5/16/2015	Date Night	LG Lion's Club	Los Gatos	6-95g garbage carts 6-95g recycling carts	0.42 0.18
5/16/2015	Girls on the Run 5K	Girls on the Run SV	Los Gatos	1-4cy recycling bin	0.25
5/16/2015	Boogie on the Ave	Chamber of Commerce	Campbell	2-40cy debris boxes 6-95g recycling carts	4.53 0.18
6/15/2014 to 6/29/2014	Los Gatos Music in the Park	Town of Los Gatos	Los Gatos	12-95 Gallon Garbage Carts 12-95 Gallon Recycling Carts	1.68 0.72
6/19/2014 to 6/26/2014	Campbell Music in the Park	City of Campbell	Campbell	10-95 Gallon Garbage Carts 10-95 Gallon Recycling Carts	1.40 0.60
6/26/2014	Jazz on the Plazz	Town of Los Gatos	Los Gatos	10-95 Gallon Garbage Carts 10-95 Gallon Recycling Carts	0.70 0.30
<b>Total</b>					<b>15.86</b>

GreenTeam of San Jose

Single-Family Contract

Second Quarter Report

Calendar Year 2015



GreenTeam of San Jose  
 Single-Family Dwelling Contract  
 Second Quarter Calendar Year 2015 Report  
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Attachments

## SFD Second Quarter Calendar Year 2015

### 1.0 Quarterly Data

#### 1.1 Collected Tonnage

##### 1.1.1 Single-Family Garbage

The total amount of garbage collected from single-family residents during the quarter is provided in *Attachments A* and *B* and summarized in Table 1 below. *Attachment B* provides an overview of the entire waste stream collected, including garbage, recycling, and residue.

Table 1	Q2-2015 (tons)	Q1-2015 (tons)	Q2-2014 (tons)	% change to previous Q	% change to last year
Garbage	7,281.88	7,210.01	7,326.41	1.00%	-0.61%
Recycling	5,221.12	5,172.47	5,241.41	0.94%	-0.39%
Residue	500.75	607.62	500.05	-17.59%	0.14%

This quarter, the amount of garbage increased 1% from last quarter. Garbage tonnage totaled 7,281 tons, which made up 54% of the waste stream.

*Attachment C* shows graphically the monthly trend in garbage generation for this quarter compared to the last two calendar years. *Attachment D*, Graphs 1 and 2, show the average daily tons of garbage for District B and the average weekly pounds of garbage per household respectively, for this quarter compared to the last two calendar years. As shown in *Attachments C & D*, garbage generation continued to trend this quarter. Garbage generation averaged 23 pounds per household per week, the same compared to last quarter's 23 pounds per household per week.

#### 1.2 Residue Tonnage Disposed

As shown in *Attachment A*, and Table 1, residue disposed at Newby Island Landfill during this quarter for the SFD program totaled 500 tons, a 17% decrease compared to last quarter's 607 tons.

#### 1.3 Single-Family Recycling

Beginning April 1, 2014 GreenTeam delivered all recyclable materials to GreenWaste Recovery for processing.

The total recycling tonnage for materials collected curbside is presented in *Attachments A* and *E* and summarized in Table 1. Recycling tonnage totaled 5,221 tons this quarter, an

increase of 1% from the previous quarter's 5,172 tons. Overall, the total recycling tonnage makes up 45% of the waste stream this quarter.

The graphical trend in recycling by month for this quarter compared to the last two calendar years is presented in *Attachment E*. *Attachment F*, graphs 1 and 2, show the average daily tons of recycling and the average weekly pounds of recycling per household. As shown in *Attachments E and F*, recycling this quarter follows the trend of the last two years. This quarter, the average weekly pounds of recycling per household was 16 pounds, a slight decrease compared to last quarter's 17 pounds.

#### **1.4 Recyclable Tonnage Sold**

GreenTeam maintains accurate records of the amounts of each recyclable commodity sold to market on a monthly basis. *Attachment G* provides a summary of this information for the second quarter of Calendar Year 2015. *Attachment H* provides the high, low and average per ton sales price for each commodity sold during the second quarter of this year.

The average price of recyclables decreased this quarter, going from \$147.09 per ton last quarter to \$147.86 per ton, this quarter.

#### **1.5 Bulky Goods**

Several charts provided in this report supply information on the bulky goods program. *Attachment A* shows the number of single- and multi-family bulky good requests, tons of residue, and total tons of bulky goods collected.

In total, GreenTeam collected 59 tons of bulky material from single-family residents this quarter, an increase compared to the previous quarter's total of 42 tons. GreenTeam received 614 requests for bulky goods pickup from single-family dwellings this quarter.

*Attachment I* provides a summary of the disposition of bulky good materials collected by GreenTeam from the single-family programs during this quarter. Additionally, *Attachment I* provides a breakdown of the number of SFD bulky items collected by type of material. The typical types of material collected as bulky goods include: wood, white goods, mattresses, furniture, brown goods, upholstered furniture, and miscellaneous items. Please note that the tons presented in *Attachment I* represent materials actually received at the MRF.

#### **1.6 Used Oil and Oil Filter Collection**

*Attachment A* provides information on the gallons of used oil recycled, during the second quarter 2,884 gallons were recycled, an increase compared to last quarter's 2,302 gallons. During the second quarter, GreenTeam collected 888 used oil filters.

#### **1.7 Neighborhood Clean Ups**

During the second quarter of Calendar Year 2015, there were two Neighborhood Clean Ups. *Attachments J & K* provide event details along with types of items collected and the tons associated with each item and event. This quarter at the Neighborhood Clean Ups,

GreenTeam collected 174 tons of material, including: tires, refrigerators, metal, plastic, rock, wood, CRT's mattresses and rubbish.

Attachment K shows the disposition and composition of the material from the Neighborhood Clean Up. This quarter 100% of the material was recycled.

### **1.8 Non-Collection and Courtesy Notices Issued**

*Attachments A and L* provide information regarding the number of single-family garbage and recycling non-collection and courtesy notices (NCNs) distributed during the quarter.

GreenTeam drivers reported distributing 270 NCNs and Courtesies during this quarter, down from last quarter's 300.

### **1.9 Missed Pickups**

*Attachments A and M* provide information regarding the number of missed single-family garbage and recycling pickups per 1,000 setouts for this quarter. Missed pickups for garbage and recycling this quarter averaged 3 per 1,000 setouts.

### **1.10 Cart & Bin Activity**

*Attachments A and N* show the level of activity for single-family garbage carts and recycling carts for this quarter. During the second quarter of Calendar Year 2015 the garbage cart activity and recycling cart activity remained fairly consistent throughout the quarter.

### **1.11 Customer Calls**

*Attachments A and O* show the total amount of calls for single-family residents for Calendar Year 2015. This quarter the total number of customer calls is 4,156, a slight decrease from last quarter's total, 4,159.

Complaints this quarter totaled 3, a slight increase compared to last quarter's 2. Complaints remain at less than 1% of total calls.

## **2.0 Route Audits**

2015 route audit schedule is yet to be determined.

## **3.0 Vehicle Information**

### **3.1 Vehicle Inventory & Compliance Reports**

GreenTeam currently operates 19 dedicated single-family trucks. All of our trucks are in compliance with Department of Motor Vehicles, Department of Transportation, and California Highway Patrol requirements.

### **3.2 Vehicle Mileage Reports**

Total mileage for these vehicles during the second quarter of Calendar Year 2015 is presented in *Attachment P*.

### **3.3 Vehicle Maintenance**

Each driver performs a pre-trip and post-trip inspection of their vehicle, daily.

GreenTeam's onsite maintenance shop complies with the requirements for preventative maintenance and follows schedules of truck and body manufacturers.

### **3.4 Status of State Inspection Requirements**

The most recent inspection was completed the fourth quarter of 2013.

### **3.5 Alternative Fuel Vehicle AFV Usage and Performance**

#### **3.5.1 CNG**

During the second quarter GreenTeam operated 19 CNG single body trucks. The purchase documentation and actual usage of CNG has been provided monthly during the invoice process.

## **4.0 Community Outreach Summary**

### **4.1 Statement of Impact**

*Attachment Q* provides information on the presentations and events GreenTeam participated in during the second quarter of Calendar Year 2015. *Attachment Q* includes the type of presentation or event, the approximate number of attendees, and the languages represented. In total, GreenTeam participated in fourteen events during the quarter reaching 1,442 San Jose residents. During the second quarter of CY 2015 GreenTeam gave nine recycling presentations and hosted five information tables at community events. All fourteen events relate to GreenTeam's 2015 PEOP Campaigns.

GreenTeam recycling coordinators visited over 40 MFD complexes during Q2 2015. While on site they met with managers to discuss Zero Litter Initiative practices such as "right sizing" their service level, keeping bin lids closed, and keeping bulky items out of bins. They provided recycling guides, posters and installed recycling bin labels.

Through events and on site visits during the second quarter, GreenTeam distributed approximately 2,500 recycling guides, 60 recycling posters. The outreach expenditures during Q2 were approximately \$1,500.

## **5.0 Significant Events**

### **5.1 Community Events and Presentations**

This quarter GreenTeam participated in fourteen community events:

- Recycling Presentations
  - KIPP Heartwood Academy
  - Lietz Elementary (Kindergarten 1)
  - Lietz Elementary (Kindergarten 2)
  - Lietz Elementary (Kindergarten 3)
  - Lietz Elementary (Kindergarten 4)
  - Country Lane Elementary (Lower Grades)
  - Country Lane Elementary (Upper Grades)
  - West San Jose/Campbell Lions Club
  - Rotary Club of West San Jose
  
- Community Events
  - Northern CAA Conference & Expo
  - Earth Day – Rocketship Los Suenos Academy
  - Earth Day San Jose – SJSU Tower Lawn
  - Advantest Green Event
  - SJ FestivALL

### **5.2 Community Support**

GreenTeam provided the following contributions this quarter:

Monetary Donations

- HOPE Rehabilitation - \$1,000
- CRRC - \$700

## **6.0 Calendar**

### **6.1 Documents Delivered During the Second Quarter Calendar Year 2015**

GreenTeam submitted the following reports in the second quarter of CY2015:

- First Quarter Report for Calendar Year 2015

### **6.2 Documents to be Delivered During the Third Quarter Calendar Year 2015**

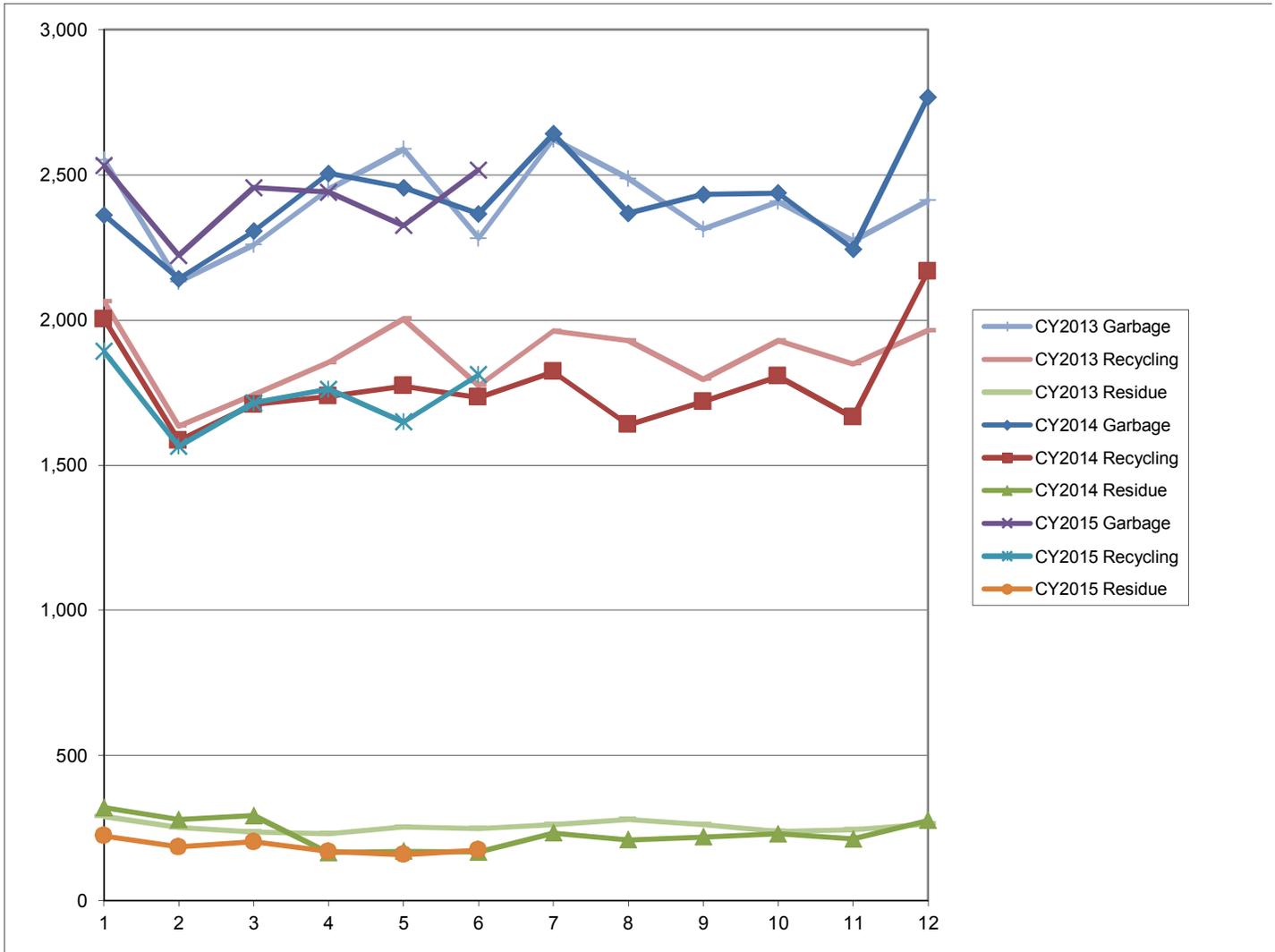
GreenTeam will submit the following reports in the third quarter of CY2015:

- Second Quarter Report for Calendar Year 2015
- 2016 PEOP

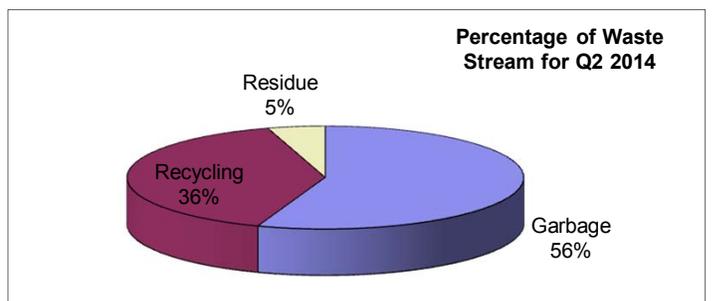
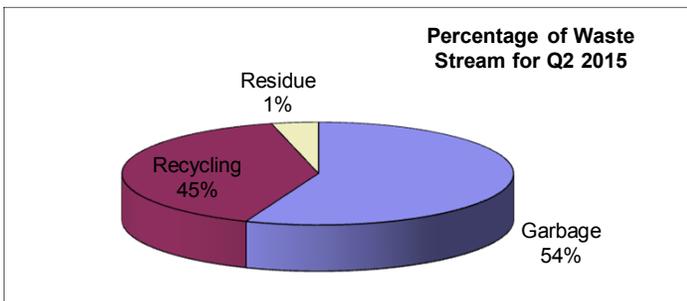
**Attachment A**  
**SFD/MFD Statistics**  
**Second Quarter Calendar Year 2015**

<b>ITEM</b>	<b>Jan-15</b>	<b>Feb-15</b>	<b>Mar-15</b>	<b>Q1 2015</b>	<b>Apr-15</b>	<b>May-15</b>	<b>Jun-15</b>	<b>Q2 2015</b>	<b>Year Total</b>
<b>Collection Days:</b>	22	20	22	64	22	21	23	66	130
<b>Tons Collected:</b>									
SFD Recycling	1,892.28	1,565.41	1,714.78	5,172.47	1,761.18	1,648.64	1,811.30	5,221.12	10,393.59
SFD Garbage	2,531.30	2,222.80	2,455.91	7,210.01	2,440.43	2,324.94	2,516.51	7,281.88	14,491.89
MFD Recycling	1,557.12	1,424.80	1,514.18	4,496.10	1,495.62	1,455.37	1,577.75	4,528.74	9,024.84
MFD Compost	6,472.80	6,208.28	6,601.71	19,282.79	6,547.73	6,264.33	6,935.90	19,747.96	39,030.75
<b>Motor Oil:</b>									
Gallons Recycled	844	701	757	2,302	773	1,063	1,048	2,884	5,186
<b>Tons of Residue:</b>									
SFD Tons Residue to Newby	222.29	183.89	201.44	607.62	168.91	158.12	173.72	500.75	1,108.37
MFD Tons Residue to Newby	114.68	104.93	111.52	331.13	202.25	193.20	214.26	609.71	940.84
<b>Bulky Goods:</b>									
Single Family Reqs.	168	141	168	477	179	162	212	553	1,030
Multi-Family Reqs.	182	182	250	614	201	235	284	720	1,334
Bulky Goods Tonnage	64.98	63.18	78.02	206.18	74.40	77.94 p		152.34	358.52
Total Tons of Residue	11.21	0.00	7.85	19.06	0.00	0.00	0.00	0.00	19.06
<b>NCNs &amp; Courtesy Notices:</b>									
SFD Recycling & Garbage Tags	156	55	89	300	98	75	97	270	570
<b>MPUs:</b>									
SFD Garbage & Recycling	172	165	105	442	197	101	188	486	928
MFD Compost	62	145	112	319	150	83	215	448	767
<b>Total Calls:</b>									
SFD Calls	1,505	1,410	1,244	4,159	1,332	1,467	1,357	4,156	8,315
MFD Calls	1,235	956	1,054	3,245	911	972	1,006	2,889	6,134
<b>Service Level Changes:</b>									
SFD Garbage	67	69	34	170	68	120	96	284	454
MFD Compost	35	20	29	84	36	23	19	78	162
<b>Containers Delivered:</b>									
SFD Bins	129	215	142	486	145	210	166	521	1,007
MFD Carts/Bins	98	75	80	253	103	108	107	318	571
<b>Replacement of Stolen Carts/Bins:</b>									
SFD Carts	8	5	8	21	19	36	40	95	116
MFD Carts/Bins	29	32	18	79	21	21	16	58	137
<b>Carts/Bins Repaired:</b>									
SFD Carts	172	210	207	589	167	175	145	487	1,076
MFD Carts/Bins	217	179	226	622	191	196	172	559	1,181
<b>Salvage Revenue:</b>	\$388,742	\$421,161	\$362,417	\$1,172,320	\$472,406	\$369,857	\$490,914	\$1,333,177	\$2,505,497
<b>Extra Garbage Stickers:</b>	181	131	158	470	131	120	120	371	841

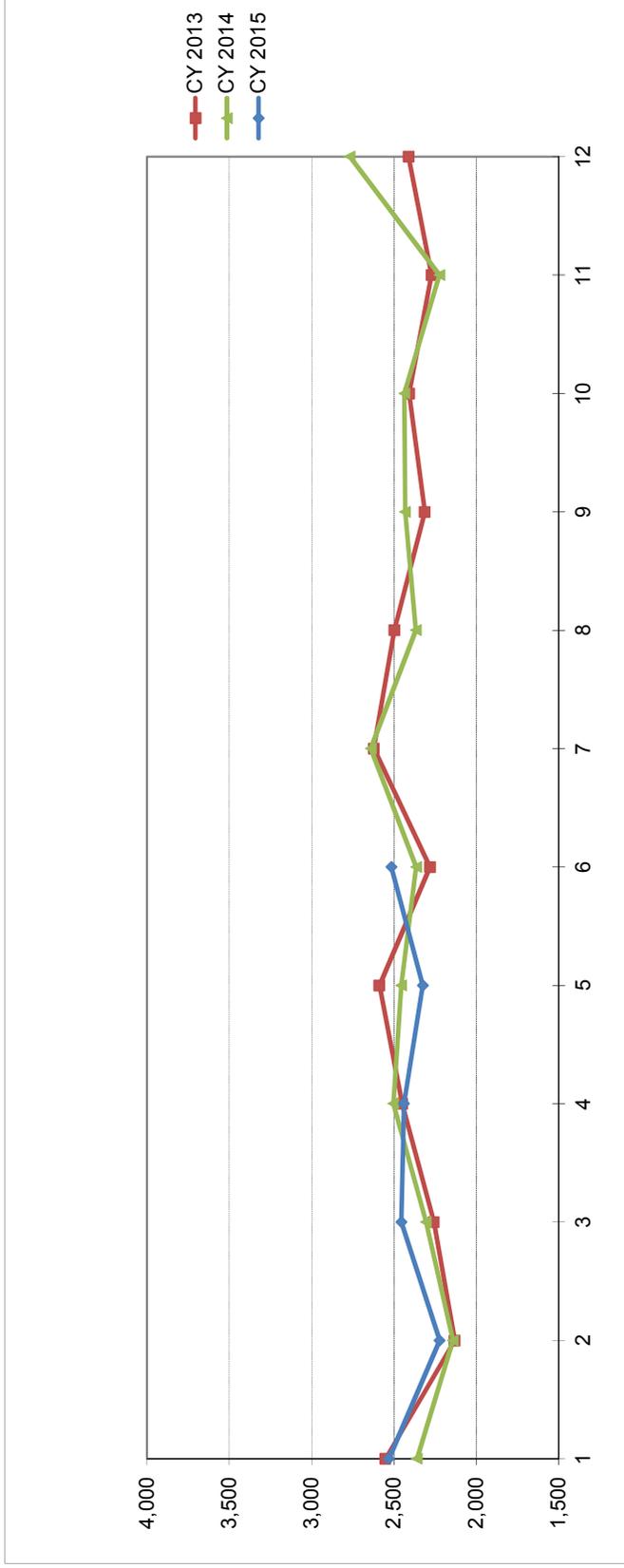
**Attachment B**  
**SFD Collected Tonnages and Residue**  
**Second Quarter Calendar Year 2015**



Tons	April	Q2 CY 2015 May	June	Q2 CY 2015	Quarters Q1 CY 2015	Q2 CY 2014	% change to previous	% change to last year
<b>Garbage</b>	2,440.43	2,324.94	2,516.51	7,281.88	7,210.01	7,326.41	1.00%	-0.61%
<b>Recycling</b>	1,761.18	1,648.64	1,811.30	5,221.12	5,172.47	5,241.41	0.94%	-0.39%
<b>Residue</b>	168.91	158.12	173.72	500.75	607.62	500.05	-17.59%	0.14%
<b>Total</b>	4,201.61	3,973.58	4,327.81	12,503.00	12,382.48	12,567.82	0.97%	-0.52%



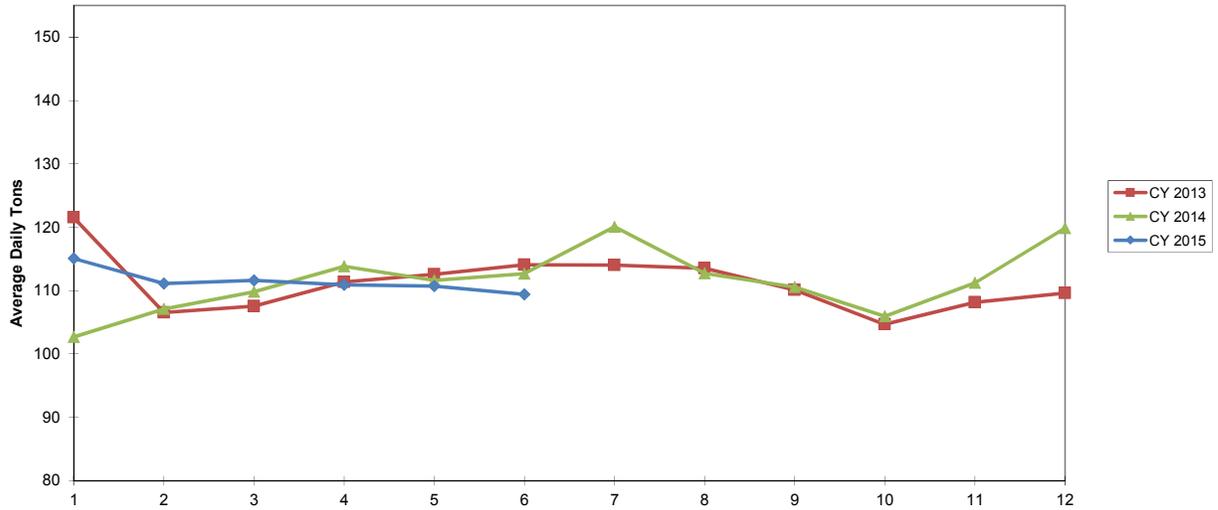
**Attachment C  
SFD Monthly Garbage Tons  
Second Quarter Calendar Year 2015**



Monthly Garbage Tons	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CY 2013	2,552.32	2,131.26	2,258.65	2,450.21	2,588.73	2,281.45	2,622.89	2,497.58	2,312.74	2,407.56	2,271.60	2,411.57
CY 2014	2,361.54	2,142.43	2,305.78	2,504.55	2,456.09	2,365.77	2,641.20	2,367.54	2,432.59	2,437.33	2,224.04	2,768.11
CY 2015	2,631.30	2,222.80	2,455.91	2,440.43	2,324.94	2,516.51						

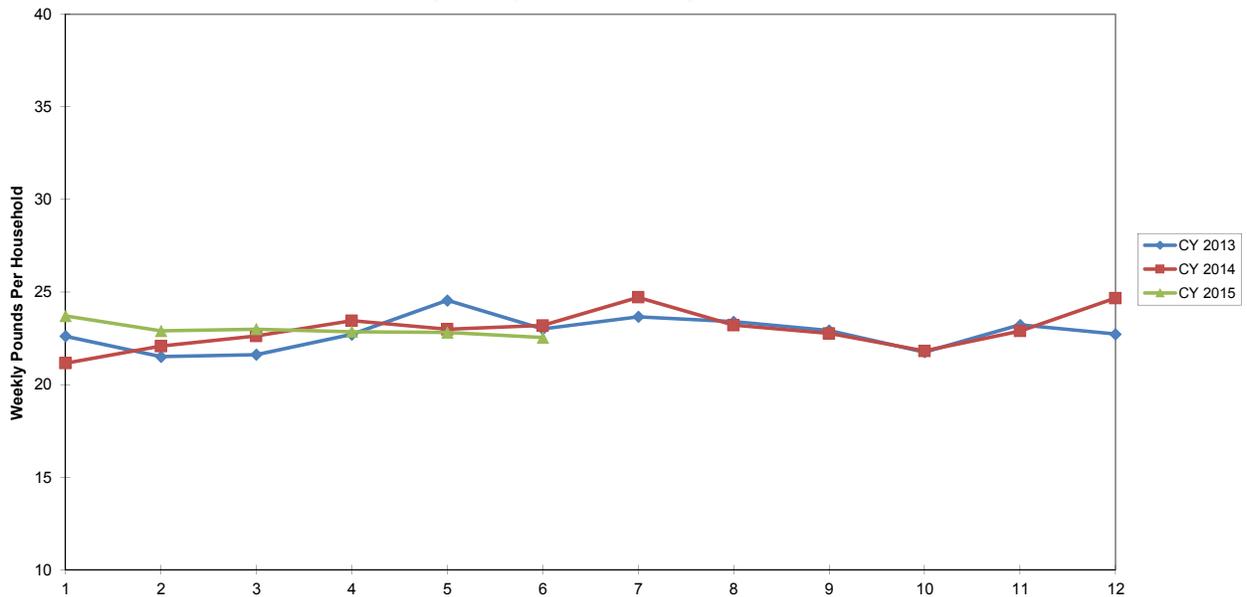
## Attachment D SFD Daily/Weekly Garbage Second Quarter Calendar Year 2015

**Graph 1  
Average Daily tons of Garbage For District B**



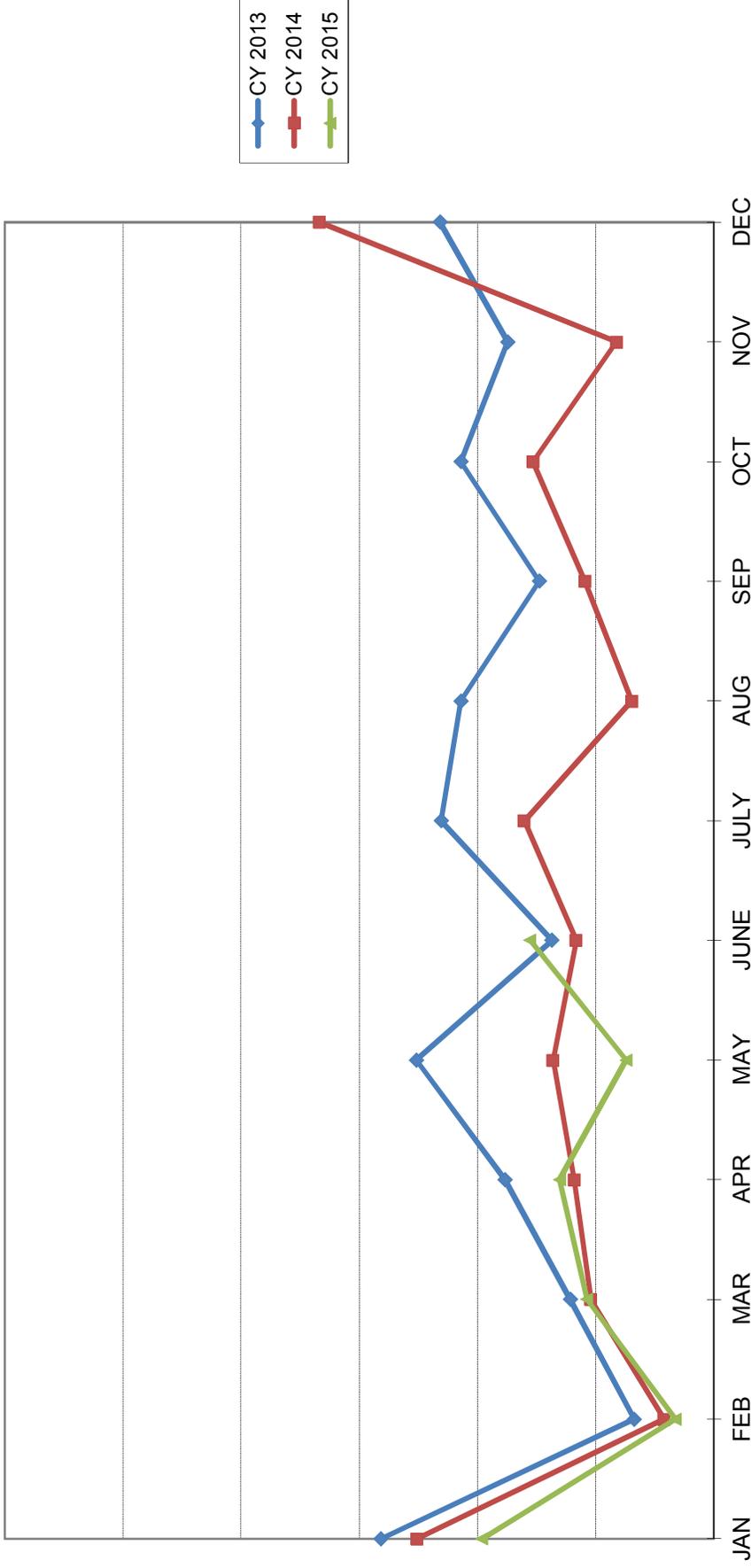
Average Daily Tons	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
CY 2013	122	107	108	111	113	114	114	114	110	105	108	110
CY 2014	103	107	110	114	112	113	120	113	111	106	111	120
CY 2015	115	111	112	111	111	109						

**Graph 2  
Average Weekly Pounds of Garbage Per Household**



Average Weekly Lbs. Per Household	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
CY 2013	23	22	22	23	25	23	24	23	23	22	23	23
CY 2014	21	22	23	23	23	23	25	23	23	22	23	25
CY 2015	24	23	23	23	23	23						

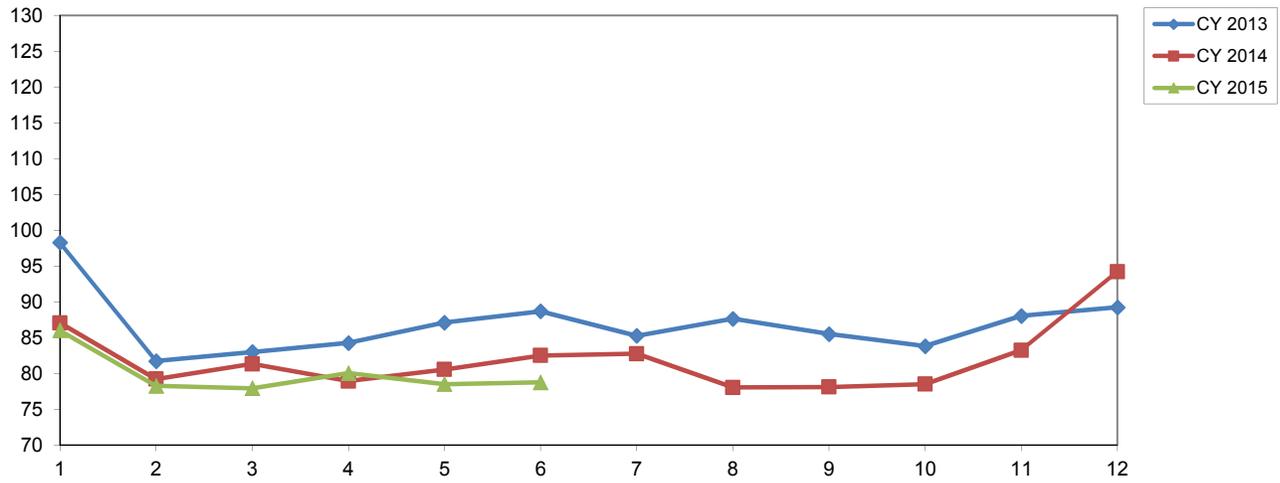
**Attachment E**  
**SFD Monthly Recycle Tons Collected**  
**Second Quarter Calendar Year 2015**



Monthly Recycle Tons	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
CY 2013	2,063.70	1,634.73	1,743.07	1,853.61	2,003.37	1,773.81	1,961.22	1,928.27	1,795.47	1,928.09	1,848.83	1,963.53
CY 2014	2,002.62	1,584.57	1,708.24	1,736.41	1,772.08	1,732.92	1,820.80	1,639.09	1,718.29	1,806.01	1,664.66	2,167.15
CY 2015	1,892.28	1,565.41	1,714.78	1,761.18	1,648.64	1,811.30						

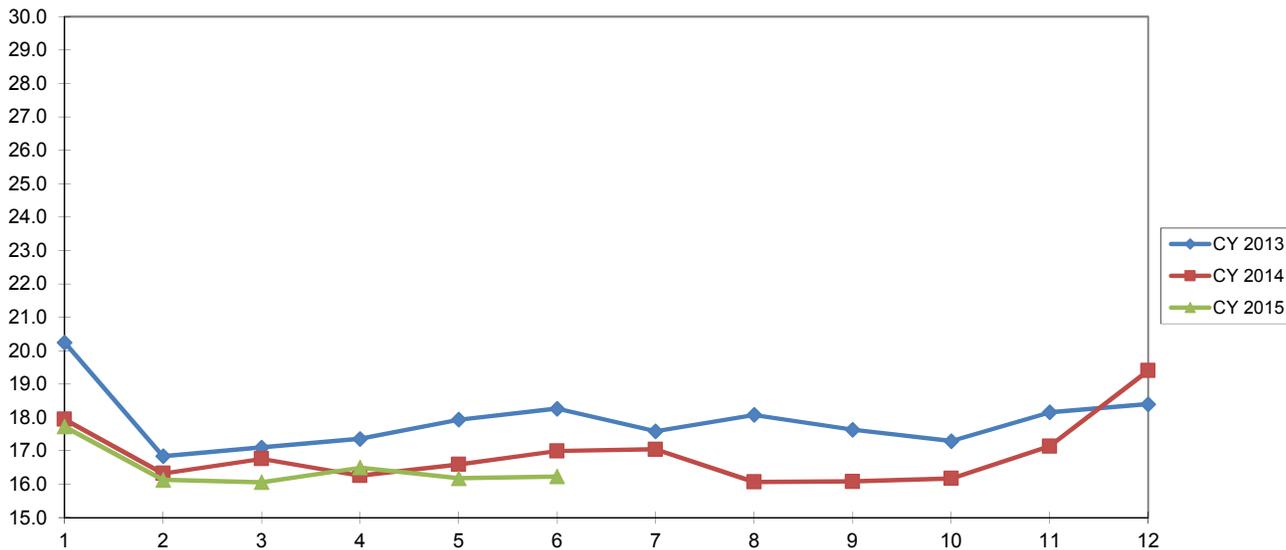
## Attachment F SFD Daily/Weekly Recycling Second Quarter Calendar Year 2015

**Graph 1  
Average Daily Tons of Recycling for District B**



Daily Tons	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>CY 2013</b>	98	82	83	84	87	89	85	88	85	84	88	89
<b>CY 2014</b>	87	79	81	79	81	83	83	78	78	79	83	94
<b>CY 2015</b>	86	78	78	80	79	79						

**Graph 2  
Weekly Pounds of Recycling Per Household**



Weekly Lbs. Per Household	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>CY 2013</b>	20	17	17	17	18	18	18	18	18	17	18	18
<b>CY 2014</b>	18	16	17	16	17	17	17	16	16	16	17	19
<b>CY 2015</b>	18	16	16	16	16	16						

**Attachment G**  
**Recyclable Tonnage Sold and Salvage Revenue**  
**GreenTeam of San Jose -Second Quarter Calendar Year 2015**

<b>Commodity</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Period Total</b>	<b>Avg. Price</b>
<b>Bottles #1-7</b>	15.06	36.23	7.83	59.12	
Total Revenue	1,277.24	2,307.13	356.58	3,940.94	
Average Price	\$84.81	\$63.68	\$45.54		\$64.68
<b>Aluminum Cans</b>	5.17	5.40	19.53	30.10	
Total Revenue	22,030.51	23,275.24	78,137.19	123,442.94	
Average Price	\$4,261.22	\$4,310.23	\$4,000.88		\$4,190.78
<b>Film Plastic</b>	107.96	51.66	68.00	227.62	
Total Revenue	3,560.52	3,835.76	6,800.00	14,196.28	
Average Price	\$32.98	\$74.25	\$100.00		\$69.08
<b>HDPE Plastic (Color)</b>	24.75	22.66	31.13	78.54	
Total Revenue	17,649.23	15,722.41	20,906.91	54,278.55	
Average Price	\$713.10	\$693.84	\$671.60		\$692.85
<b>HDPE Plastic (Natural)</b>	36.55	21.43	29.04	87.02	
Total Revenue	27,194.30	17,684.25	26,090.12	70,968.66	
Average Price	\$744.03	\$825.21	\$898.42		\$822.55
<b>Mixed Paper</b>	2,158.62	1,339.74	1,350.00	4,848.36	
Total Revenue	198,053.39	124,769.99	133,812.00	456,635.37	
Average Price	\$91.75	\$93.13	\$99.12		\$94.67
<b>Mixed Rigid Plastic</b>	65.69	52.64	72.09	190.42	
Total Revenue	11,765.08	11,047.56	15,558.46	38,371.10	
Average Price	\$179.10	\$209.87	\$215.82		\$201.60
<b>OCC</b>	348.96	364.92	403.76	1,117.64	
Total Revenue	43,403.64	48,468.67	55,379.72	147,252.04	
Average Price	\$124.38	\$132.82	\$137.16		\$131.45
<b>Office Pack</b>	8.03	7.64	6.41	22.08	
Total Revenue	1,686.30	1,606.92	1,369.11	4,662.33	
Average Price	\$210.00	\$210.33	\$213.59		\$211.31
<b>PET</b>	64.63	47.08	60.97	172.68	
Total Revenue	107,932.10	79,639.12	103,468.53	291,039.74	
Average Price	\$1,670.00	\$1,691.57	\$1,697.04		\$1,686.20
<b>PET Clamshells</b>	0.00	10.37	0.00	10.37	
Total Revenue	0.00	51.85	0.00	51.85	
Average Price	\$0.00	\$5.00	\$0.00		\$5.00
<b>Steel Cans (BTCs)</b>	51.25	43.61	63.11	157.97	
Total Revenue	4,288.09	3,424.69	3,634.50	11,347.29	
Average Price	\$83.67	\$78.53	\$57.59		\$73.26
<b>Glass</b>	598.03	548.34	618.61	1,764.98	
Total Revenue	20,392.82	23,545.72	31,159.39	75,097.93	
Average Price	\$34.10	\$42.94	\$50.37		\$42.47
<b>Metal</b>	71.22	65.84	78.09	215.15	
Total Revenue	7,448.90	6,584.00	7,809.00	21,841.90	
Average Price	\$104.59	\$100.00	\$100.00		\$101.53
<b>Scrap Aluminum</b>	7.73	6.33	6.96	21.02	
Total Revenue	4,303.68	3,510.87	3,893.63	11,708.18	
Average Price	\$556.75	\$554.64	\$559.43		\$556.94
<b>Cables</b>	2.74	6.29	4.45	13.48	
Total Revenue	1,420.39	4,383.19	2,539.21	8,342.79	
Average Price	\$518.39	\$696.85	\$570.61		\$595.28
<b>TONS</b>	<b>3,566.39</b>	<b>2,630.18</b>	<b>2,819.98</b>	<b>9,016.55</b>	
<b>REVENUE</b>	<b>\$472,406.17</b>	<b>\$369,857.36</b>	<b>\$490,914.35</b>	<b>\$1,333,177.89</b>	<b>\$147.86</b>

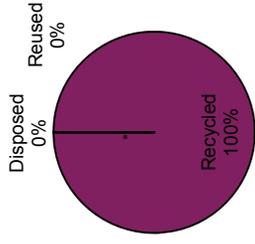
**Attachment H**  
**Recyclable Material Sales Prices**  
**Second Quarter Calendar Year 2015**

Material	Sales Price		Per ton Average*
	High	Low	
Bottles #1-7	\$84.81	\$45.54	\$64.68
Aluminum Cans	\$4,310.23	\$4,000.88	\$4,190.78
Film Plastic	\$100.00	\$32.98	\$69.08
HDPE Plastic (color)	\$713.10	\$671.60	\$692.85
HDPE Plastic (natural)	\$898.42	\$744.03	\$822.55
Mixed Paper	\$99.12	\$91.75	\$94.67
Mixed Rigid Plastic	\$215.82	\$179.10	\$201.60
OCC	\$137.16	\$124.38	\$131.45
Office Pack	\$213.59	\$210.00	\$316.96
PET	\$1,697.04	\$16,700.00	\$1,686.20
PET Clamshells	\$5.00	\$5.00	\$5.00
Steel Cans (BTCs)	\$83.67	\$57.59	\$73.26
Glass	\$50.37	\$34.10	\$42.47
Metal	\$104.59	\$100.00	\$101.53
Scrap Aluminum	\$559.43	\$554.64	\$556.94
Cables	\$696.85	\$518.39	\$595.28
<b>All Commodities*</b>			<b>\$147.86</b>

\* Per Ton Average is a blended rate from Attachment G

**Attachment I  
Bulky Goods Disposition  
Second Quarter Calendar Year 2015**

**Single-Family Bulky Goods Q2 2015  
Percentage of Tonnage Reused, Recycled and Disposed**



Q2 2015	Tons
Collected	59.21
Reused	0
Recycled	59.21
Disposed	0.00

**Single-Family Bulky Items Collected by Category**

Q2 2015	CFC/Monitors	White Goods	Brown Goods	Mattresses	Furniture	Upholstered Furniture	Metal	Other
April	0	15	0	107	22	27	0	0
May	0	7	0	156	42	72	0	0
June	1	18	1	189	59	70	0	0
Total	1	40	1	452	123	169	0	0

**Attachment J**  
**Neighborhood Clean Ups**  
**Third Quarter Calendar Year 2015**

<b>June 13, 2015 Doerr - Steindorf - Cabrian Comm. - Dry Creek</b>	<b>Number of Bins</b>	<b>Material</b>	<b>Tons</b>
	0	CRT's	0
	1	tires & refrigerators	1.11
	0	metal & plastic	0
	0	rock & wood	0
	4	mattresses	2.35
	8	C&D, & concrete	30.88
	32	rubbish	73.31
<b>Total</b>	<b>45</b>		<b>107.65</b>

<b>June 27, 2015 Cypress - Judro - Lynhaven - Loma Verde - Cadillac East &amp; West &amp; Huffington</b>	<b>Number of Bins</b>	<b>Material</b>	<b>Tons</b>
	1	CRT's	2.16
	1	tires & refrigerators	1.23
	3	metal & plastic	7.19
	1	rock & wood	1.68
	4	mattresses	2.6
	9	C&D, & concrete	28.72
	17	rubbish	22.9
<b>Total</b>	<b>36</b>		<b>66.48</b>

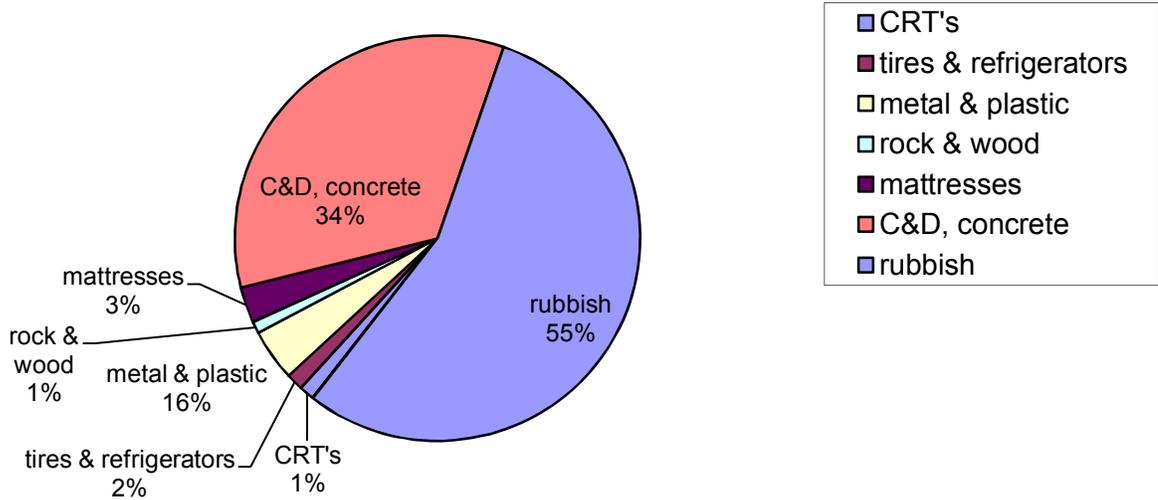
**Attachment J**  
**Neighborhood Clean Ups**  
**Fourth Quarter Calendar Year 2013**

November 2, 2013	# of Bins	Material	Tons
Loma Linda, Calvert, Mitty, Junipero Serra, Strawberry Park & Rogers	1	CRT's	1.73
Staffed with 1 supervisor, 4 roll-off drivers, and 1 boom truck driver	1	tires & refrigerators	1.14
	11	metal & plastic	11.16
	7	rock & wood	10.39
	2	mattresses	1.31
	15	C&D & concrete	19.64
	6	rubbish	4.61
<b>Total</b>	<b>42</b>		<b>49.98</b>

November 16, 2013	# of Bins	Material	Tons
Willow Glen 2, Northern Goss, Guadalupe/Almaden	1	CRT's	1.4
Staffed with 1 supervisor, 4 roll-off drivers, and 1 boom truck driver	1	tires & refrigerators	0.51
	11	metal & plastic	6.15
	7	rock & wood	11.31
	2	mattresses	1.24
	9	C&D & concrete	15.36
	6	rubbish	2.35
<b>Total</b>	<b>36</b>		<b>38.32</b>

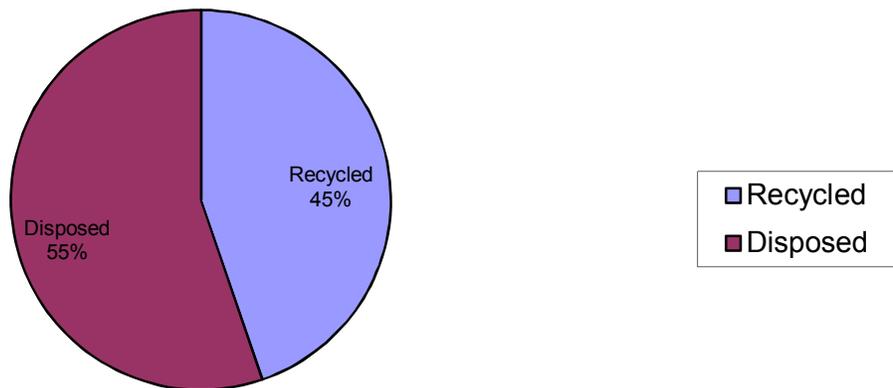
**Attachment K  
Neighborhood Clean Ups Composition  
Third Quarter Calendar Year 2015**

**Neighborhood Clean Ups  
Percentage of Items Collected**



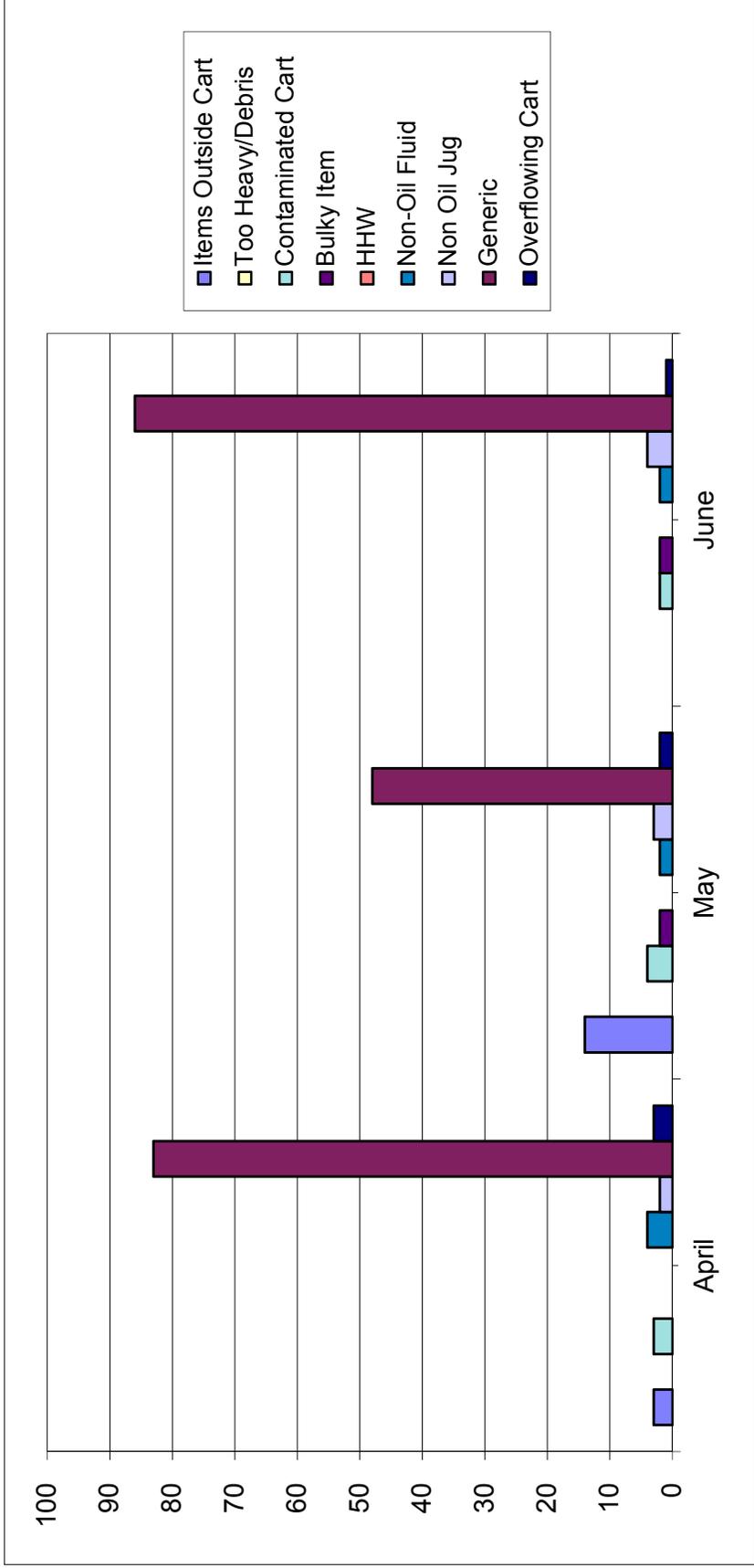
Q3 2015	CRT's	Tires & Refrigerators	Metal & Plastic	Rock & Wood	Mattresses	Rubbish
Tons Collected	2.16	2.34	7.19	1.68	4.95	96.21

**Neighborhood Clean Ups  
Percentage of Tonnage Recycled and Disposed**

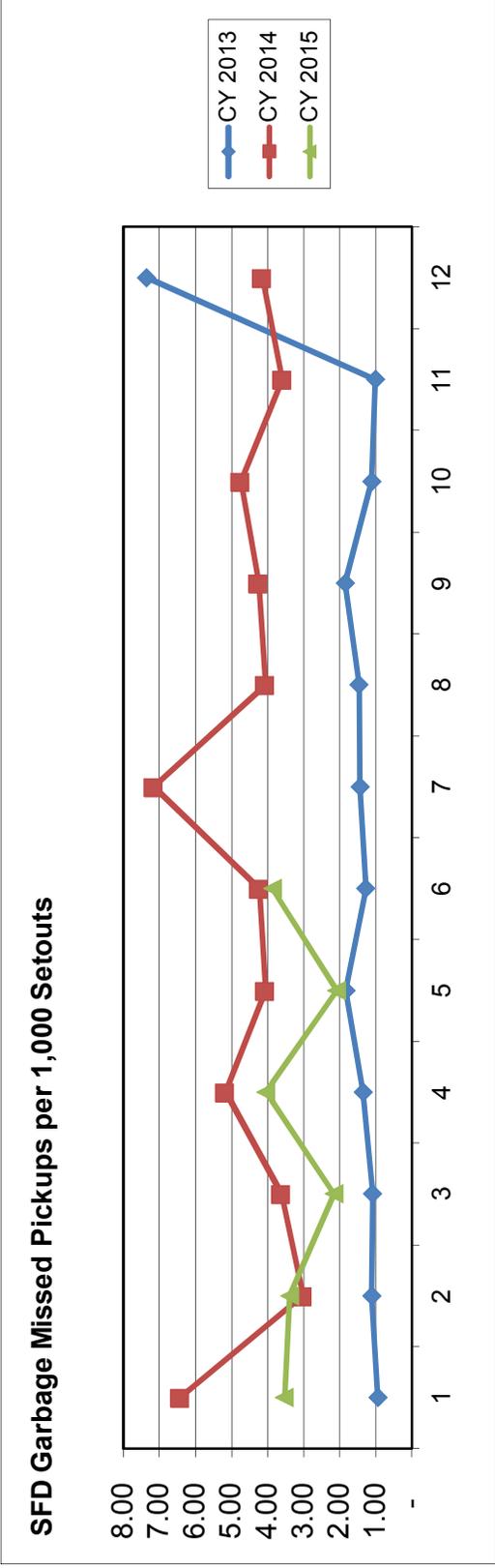


Q3 2015	Recycled	Disposed	Total
Tons	77.92	96.21	174.13

**Attachment L  
SFD Non-Collection and Courtesy Notices  
Second Quarter Calendar Year 2015**

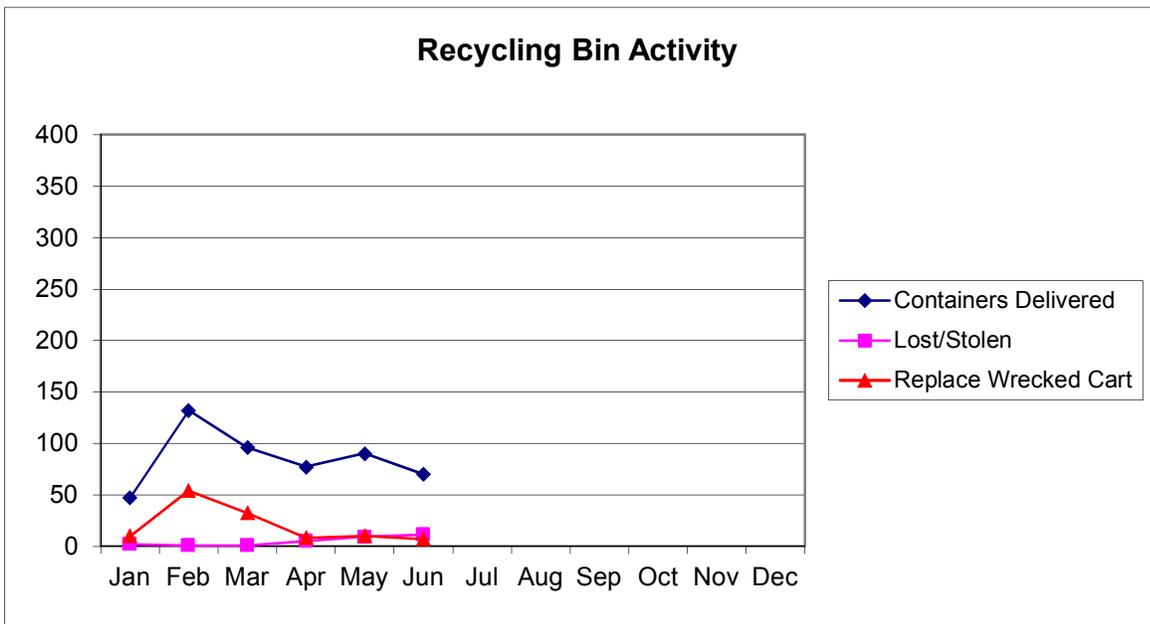
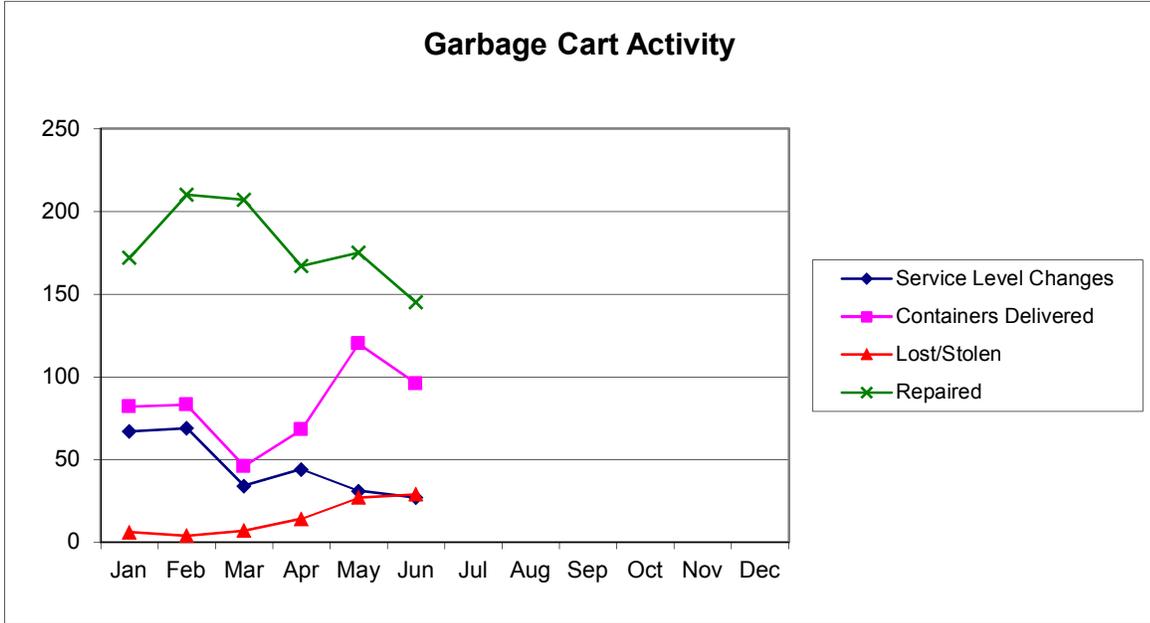


**Attachment M**  
**SFD Missed Pickups**  
**Second Quarter Calendar Year 2015**

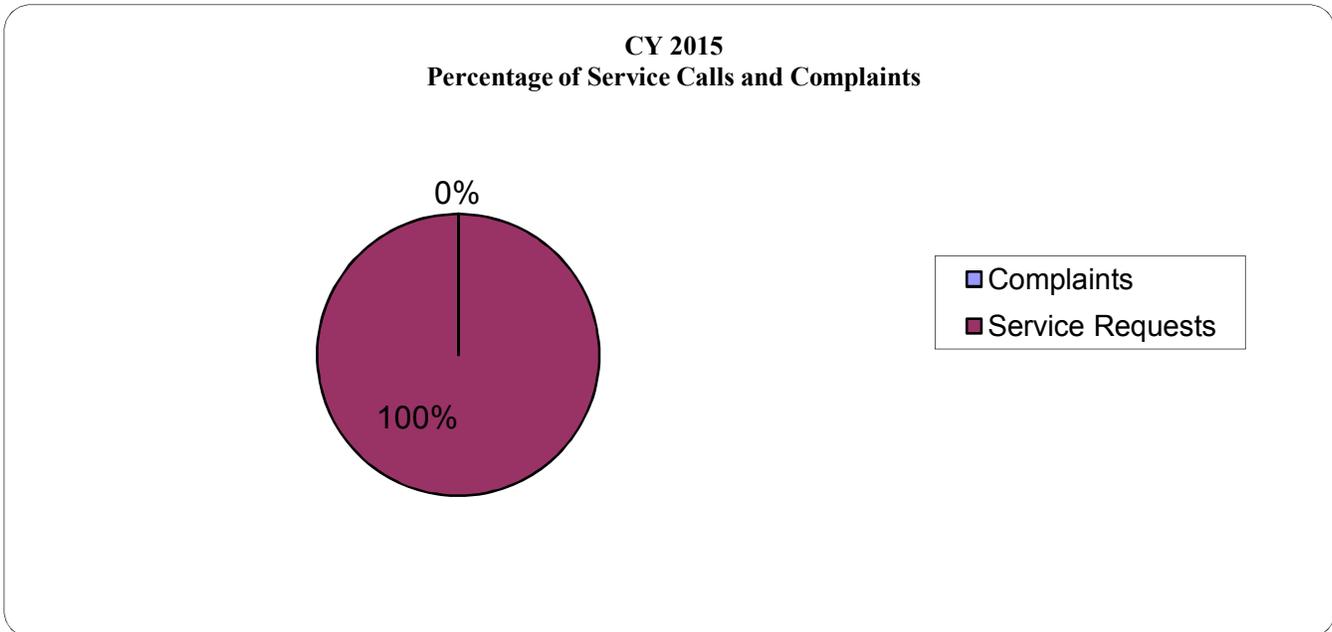
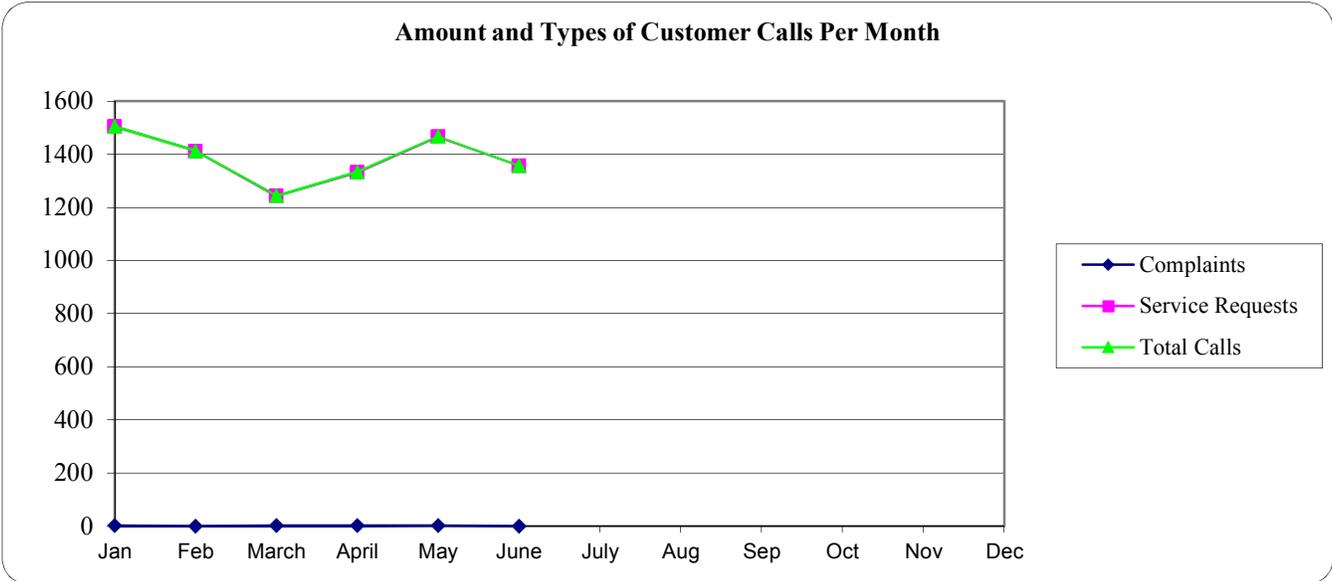


Monthly Missed Pickups per 1,000 Setouts	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
CY 2013	0.94	1.11	1.09	1.35	1.83	1.27	1.44	1.46	1.85	1.11	1.01	7.35
CY 2014	6.42	3.02	3.61	5.17	4.06	4.23	7.16	4.06	4.25	4.74	3.59	4.14
CY 2015	3.53	3.39	2.15	4.04	2.07	3.86						

**Attachment N**  
**SFD Cart/Bin Activity**  
**Second Quarter Calendar Year 2015**



**Attachment O  
SFD Customer Calls  
Second Quarter Calendar 2015**



CY 2015	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Complaints</b>	1	0	1	1	2	0						
<b>Service Requests</b>	1504	1412	1243	1331	1465	1357						
<b>Total Calls</b>	1505	1412	1244	1332	1467	1357						

**Attachment P**  
**SFD Fuel Consumption Report**  
**Second Quarter Calendar Year 2015**

**Garbage/Recycling**

Truck #	Mileage April	Mileage May	Mileage June	Total Miles Per Vehicle
930	1,078	1,020	1,125	3,223
931	1,211	451	987	2,649
932	1,136	977	1,070	3,183
933	1,131	1,018	1,011	3,160
934	1,043	992	974	3,009
935	455	1,086	1,119	2,660
936	1,001	786	1,004	2,791
937	762	486	252	1,500
938	615	478	1,042	2,135
940	1,116	1,073	1,313	3,502
941	1,225	970	1,236	3,431
942	1,531	1,219	1,424	4,174
943	1,321	821	1,356	3,498
944	1,420	1,207	857	3,484
945	1,444	1,087	1,118	3,649
946	1,284	1,195	1,135	3,614
947	1,186	1,137	1,766	4,089
950	826	713	672	2,211
951	1,152	585	930	2,667

**TOTALS    20,937    17,301    20,391    58,629**

**Attachment Q  
Presentations and Events  
Second Quarter Calendar Year 2015**

<b>DATE</b>	<b>ORGANIZATION &amp; EVENT</b>	<b>PRESENTATION TYPE</b>	<b>NUMBER PRESENT</b>	<b>LANGUAGE</b>
4/8/2015	Northern CAA Conference & Expo	Information Table	150	English, Spanish, Vietnamese
4/9/2015	KIPP Heartwood Academy	Presentation	12	English, Spanish
4/14/2015	Lietz Elementary (Kindergarden 1)	Presentation	25	English, Spanish, Vietnamese
4/14/2015	Lietz Elementary (Kindergarden 2)	Presentation	25	English, Spanish, Vietnamese
4/14/2015	Lietz Elementary (Kindergarden 3)	Presentation	25	English, Spanish, Vietnamese
4/14/2015	Lietz Elementary (Kindergarden 4)	Presentatoin	25	English, Spanish, Vietnamese
4/18/2015	Earth Day - Rocketship Los Suenos Academy	Information Table	200	English, Spanish, Vietnamese
4/22/2015	Earth Day San Jose - SJSU Tower Lawn	Information Table	200	English, Spanish, Vietnamese
4/29/2015	Advantest Green Event	Information Table	150	English, Spanish, Vietnamese
5/16/2015	SJ FestivALL	Information Table	200	English, Spanish, Vietnamese
6/1/2015	Country Lane Elementary (Lower Grades)	Presentation	150	English, Spanish, Vietnamese
6/1/2015	Country Lane Elementary (Upper Grades)	Presentation	200	English, Spanish, Vietnamese
6/2/2015	West San Jose/Campbell Lion's Club	Presentation	20	English, Spanish, Vietnamese
6/9/2015	Rotary Club of Campbell and West San Jose	Presentation	60	English, Spanish, Vietnamese
<b>TOTAL</b>			14 1,442	

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GreenTeam of San Jose

Multi-Family Contract

Second Quarter Report

Calendar Year 2015



GreenTeam of San Jose  
Multi-Family Dwelling Contract  
Second Quarter Calendar Year 2015 Report  
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Attachments

## MFD Second Quarter Calendar Year 2015

### 1.0 Quarterly Data

#### 1.1 Collected Tonnage

##### 1.1.1 Multi-Family Compost

Beginning July 1, 2008, GreenTeam began delivering all multi-family solid waste (garbage) to GreenWaste Recovery for compost processing.

The total amount of compost collected from multi-family residents during the second quarter of Calendar Year 2015, is provided in *Attachments A and B* and summarized in Table 1 below. *Attachment B* provides an overview of the entire waste stream collected, including compost, recycling and recycling residue.

	Q2-2015 (tons)	Q1-2015 (tons)	Q2-2014 (tons)	% Change to previous quarter	% Change to last year
Recycling	4,528	4,496	4,457	0.73%	1.6%
Compost	19,925	19,282	19,071	2.41%	3.55%

Compost tonnage collected this quarter totaled 19,925 tons a 2% increase compared to last quarter's 19,282 tons.

*Attachments C and D* show graphically the trends in compost generation monthly, daily, and weekly.

##### 1.1.2 Multi-Family Recycling

Beginning April 1, 2014 GreenTeam delivered all recyclable materials to GreenWaste Recovery for processing.

The amount of recyclable material collected from multi-family residents during the quarter is presented in *Attachments A, B and E* and is summarized in Table 1 above. Recycling tonnage totaled 4,528 tons, 16% of the waste stream. Compared to last quarter's 4,496 tons, recycling tons this quarter increased 1%.

*Attachment E* provides a graphical representation of the tons of recyclables collected by month compared to the last two calendar years. *Attachment F* shows the average daily tons of recyclables generated by MFD complexes and the average weekly pounds generated by each household for this quarter and the last two calendar years. This quarter residents have recycled on average a total of 68 tons per collection day, a decrease

compared to last quarters 70 tons per collection day. Residents recycled on average over 6 pounds per household per week.

### **1.2 Recycling Residue Tonnage Disposed**

As shown in *Attachment A*, recycling residue disposed at Newby Island Landfill during this quarter for the MFD program was 609 tons.

### **1.3 Recyclable Tonnage Sold**

GreenTeam maintains accurate records of the amounts of each recyclable commodity sold to market on a monthly basis. *Attachment G* provides a summary of this information for the second quarter of Calendar Year 2015. *Attachment H* provides the high, low and average per ton sales price for each commodity sold during the second quarter of this year.

The average price of recyclables decreased this quarter, going from \$147.09 per ton last quarter to \$147.86 per ton, this quarter.

### **1.4 Bulky Goods**

Several charts provided in this report supply information on the bulky goods program. *Attachment A* shows the number of single- and multi-family bulky good requests, tons of residue, and total tons of bulky goods collected.

In total, GreenTeam collected 213 tons of bulky material from multi-family dwellings this quarter. GreenTeam received 720 requests for bulky goods pickup from multi-family dwellings this quarter.

*Attachment I* provides a summary of the disposition of bulky good materials collected by GreenTeam from the multi-family program during this quarter. Additionally, *Attachment I* provides a breakdown of the number of MFD bulky items collected by type of material. The typical types of material collected as bulky goods include: wood, white goods, mattresses, furniture, brown goods, upholstered furniture, and miscellaneous items. Please note that the tons presented in *Attachment I* represent materials actually received at the MRF.

### **1.5 Non-Collection Notices**

The multi-family program does not use Non-Collection Notices. There are instances though when drivers are unable to service the garbage bins and or the recycling bins/carts, typically due to bins not being out for service and blocked bins.

In the case of bin blockages, the driver contacts dispatch, and a GreenTeam representative attempts to contact the manager in an effort to empty the bin while the driver is still in the area. If the manager cannot be reached, the bin is not emptied and the customer may be required to pay for a special pickup.

## **1.6 Missed Pickups**

*Attachment J* provides information regarding the number and pattern of missed pickups in the multi-family sector. The total number of garbage and recycling misses for the quarter was 448, an increase compared to last quarter's 319.

## **1.7 Cart/Bin Activity**

*Attachment K* shows the level of activity for multi-family garbage bins and recycling bins and carts for the second quarter of Calendar Year 2015. Both the number of garbage bins and recycling carts and bins delivered remained fairly consistent throughout the quarter.

## **1.8 Customer Calls**

*Attachments A* and *L* show the total amount of calls for multi-family residents. This quarter, there were a total of 2,889 calls, down from last quarter's 3,245 calls.

Complaints totaled 1, making up less than 1% of the total MFD calls this quarter.

## **2.0 Community Outreach**

### **2.1 Statement of Impact**

*Attachment M* provides information on the presentations and events GreenTeam participated in during the second quarter of Calendar Year 2015. *Attachment M* includes the type of presentation or event, the approximate number of attendees, and the languages represented. In total, GreenTeam participated in fourteen events during the quarter reaching 1,442 San Jose residents. During the second quarter of CY 2015 GreenTeam gave nine recycling presentations and hosted five information tables at community events. All fourteen events relate to GreenTeam's 2015 PEOP Campaigns.

GreenTeam recycling coordinators visited over 40 MFD complexes during Q2 2015. While on site they met with managers to discuss Zero Litter Initiative practices such as "right sizing" their service level, keeping bin lids closed, and keeping bulky items out of bins. They provided recycling guides, posters and installed recycling bin labels.

Through events and on site visits during the second quarter, GreenTeam distributed approximately 2,500 recycling guides, 60 recycling posters. The outreach expenditures during Q2 were approximately \$1,500.

## **3.0 Significant Events**

### **3.1 Community Events and Presentations**

This quarter GreenTeam participated in nineteen community events:

This quarter GreenTeam participated in fourteen community events:

- Recycling Presentations
  - KIPP Heartwood Academy
  - Lietz Elementary (Kindergarten 1)
  - Lietz Elementary (Kindergarten 2)
  - Lietz Elementary (Kindergarten 3)
  - Lietz Elementary (Kindergarten 4)
  - Country Lane Elementary (Lower Grades)
  - Country Lane Elementary (Upper Grades)
  - West San Jose/Campbell Lions Club
  - Rotary Club of West San Jose
  
- Community Events
  - Northern CAA Conference & Expo
  - Earth Day – Rocketship Los Suenos Academy
  - Earth Day San Jose – SJSU Tower Lawn
  - Advantest Green Event
  - SJ FestivALL

### **3.2 Community Support**

GreenTeam provided the following contributions this quarter:

Monetary Donations

- HOPE Rehabilitation - \$1,000
- CRRC - \$700

## **4.0 Calendar**

### **4.1 Documents Delivered During the Second Quarter Calendar Year 2015**

GreenTeam submitted the following reports in the second quarter of CY2015:

- First Quarter Report for Calendar Year 2015

### **4.2 Documents to be Delivered During the Third Quarter Calendar Year 2015**

GreenTeam will submit the following reports in the third quarter of CY2015:

- Second Quarter Report for Calendar Year 2015
- 2016 PEOP

## **5.0 Vehicle Information**

### **5.1 Vehicle Inventory & Compliance Reports**

GreenTeam operates 18 clean burning CNG vehicles, 14 front load multi-family garbage trucks, 3 multi-family front load recycling trucks and 1 front load City Facilities truck. GreenTeam continued to run 7 diesel multi-family front load trucks. All of our front load trucks are in compliance with Department of Motor Vehicles, Department of Transportation, and California Highway Patrol requirements.

### **5.2 Vehicle Mileage Reports**

Total mileage for these vehicles during the second quarter of Calendar Year 2015 is presented in *Attachment N*.

### **5.3 Vehicle Maintenance**

Each driver performs a pre-trip and post-trip inspection of their vehicle, daily.

GreenTeam's onsite maintenance shop complies with the requirements for preventative maintenance and follows schedules of truck and body manufacturers.

### **5.4 Status of State Inspection Requirements**

The most recent inspection was completed the fourth quarter of 2013.

## **5.5 Alternative Fuel Vehicle AFV Usage and Performance**

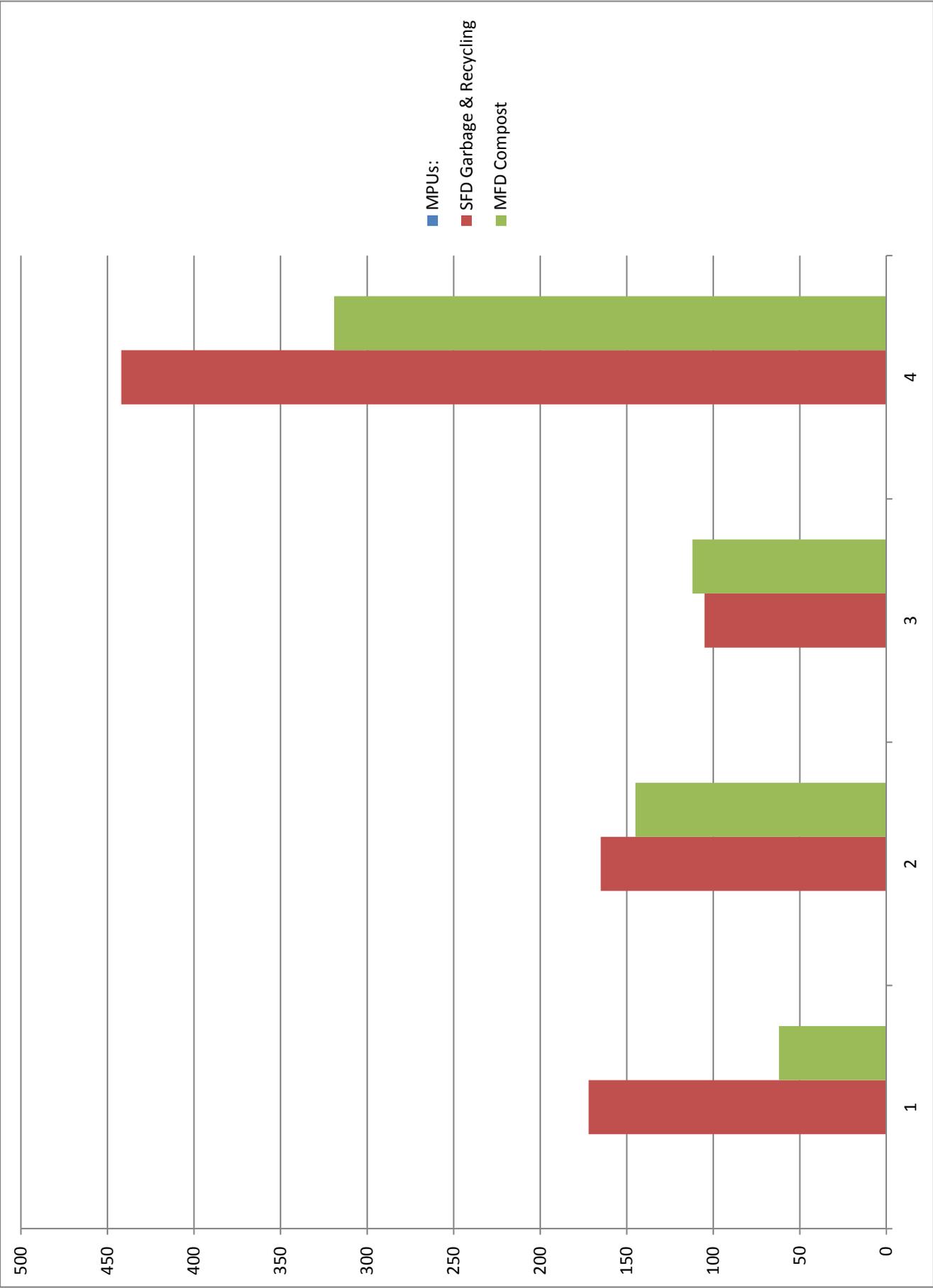
### **5.5.1 CNG and Biodiesel**

Beginning April 1, 2013, and throughout the first quarter, eighteen multi-family front load vehicles ran on compressed natural gas (CNG), fuel produced entirely in the United States of America. Our GreenTeam yard has a brand new CNG fueling station and we have experienced no problems with the CNG fuel.

For the second quarter of Calendar Year 2015, seven of GreenTeam's multi-family front load trucks have run on biodiesel.

## **6.0 Route Audits**

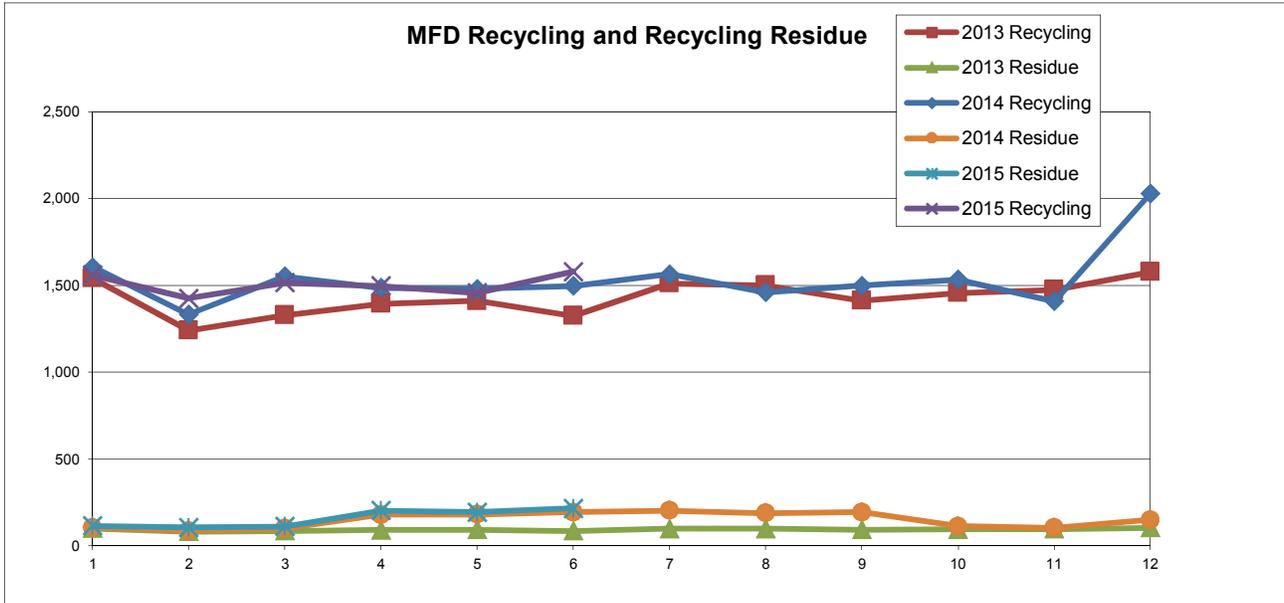
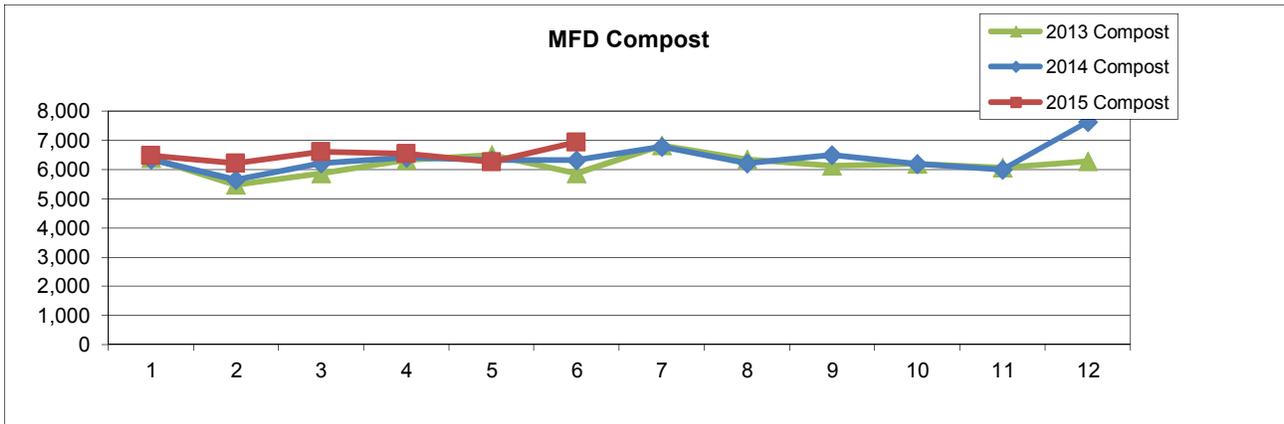
2015 route audit schedule is yet to be determined.



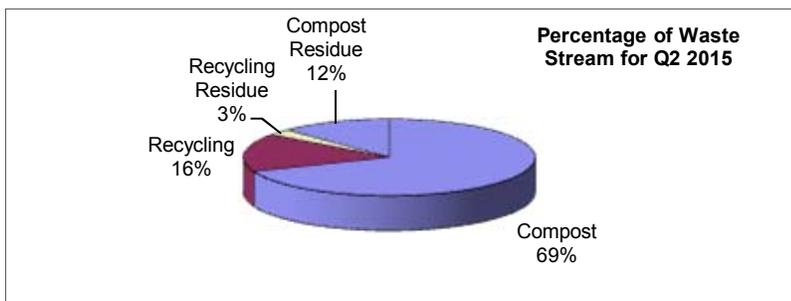
**Attachment A**  
**SFD/MFD Statistics**  
**Second Quarter Calendar Year 2015**

<b>ITEM</b>	<b>Jan-15</b>	<b>Feb-15</b>	<b>Mar-15</b>	<b>Q1 2015</b>	<b>Apr-15</b>	<b>May-15</b>	<b>Jun-15</b>	<b>Q2 2015</b>	<b>Year Total</b>
<b>Collection Days:</b>	22	20	22	64	22	21	23	66	130
<b>Tons Collected:</b>									
SFD Recycling	1,892.28	1,565.41	1,714.78	5,172.47	1,761.18	1,648.64	1,811.30	5,221.12	10,393.59
SFD Garbage	2,531.30	2,222.80	2,455.91	7,210.01	2,440.43	2,324.94	2,516.51	7,281.88	14,491.89
MFD Recycling	1,557.12	1,424.80	1,514.18	4,496.10	1,495.62	1,455.37	1,577.75	4,528.74	9,024.84
MFD Compost	6,472.80	6,208.28	6,601.71	19,282.79	6,547.73	6,264.33	6,935.90	19,747.96	39,030.75
<b>Motor Oil:</b>									
Gallons Recycled	844	701	757	2,302	773	1,063	1,048	2,884	5,186
<b>Tons of Residue:</b>									
SFD Tons Residue to Newby	222.29	183.89	201.44	607.62	168.91	158.12	173.72	500.75	1,108.37
MFD Tons Residue to Newby	114.68	104.93	111.52	331.13	202.25	193.20	214.26	609.71	940.84
<b>Bulky Goods:</b>									
Single Family Reqs.	168	141	168	477	179	162	212	553	1,030
Multi-Family Reqs.	182	182	250	614	201	235	284	720	1,334
Bulky Goods Tonnage	64.98	63.18	78.02	206.18	74.40	77.94	120.16	272.50	478.68
Total Tons of Residue	11.21	0.00	7.85	19.06	0.00	0.00	0.00	0.00	19.06
<b>NCNs &amp; Courtesy Notices:</b>									
SFD Recycling & Garbage Tags	156	55	89	300	98	75	97	270	570
<b>MPUs:</b>									
SFD Garbage & Recycling	172	165	105	442	197	101	188	486	928
MFD Compost	62	145	112	319	150	83	215	448	767
<b>Total Calls:</b>									
SFD Calls	1,505	1,410	1,244	4,159	1,332	1,467	1,357	4,156	8,315
MFD Calls	1,235	956	1,054	3,245	911	972	1,006	2,889	6,134
<b>Service Level Changes:</b>									
SFD Garbage	67	69	34	170	68	120	96	284	454
MFD Compost	35	20	29	84	36	23	19	78	162
<b>Containers Delivered:</b>									
SFD Bins	129	215	142	486	145	210	166	521	1,007
MFD Carts/Bins	98	75	80	253	103	108	107	318	571
<b>Replacement of Stolen Carts/Bins:</b>									
SFD Carts	8	5	8	21	19	36	40	95	116
MFD Carts/Bins	29	32	18	79	21	21	16	58	137
<b>Carts/Bins Repaired:</b>									
SFD Carts	172	210	207	589	167	175	145	487	1,076
MFD Carts/Bins	217	179	226	622	191	196	172	559	1,181
<b>Salvage Revenue:</b>	\$388,742	\$421,161	\$362,417	\$1,172,320	\$472,406	\$369,857	\$490,914	\$1,333,177	\$2,505,497
<b>Extra Garbage Stickers:</b>	181	131	158	470	131	120	120	371	841

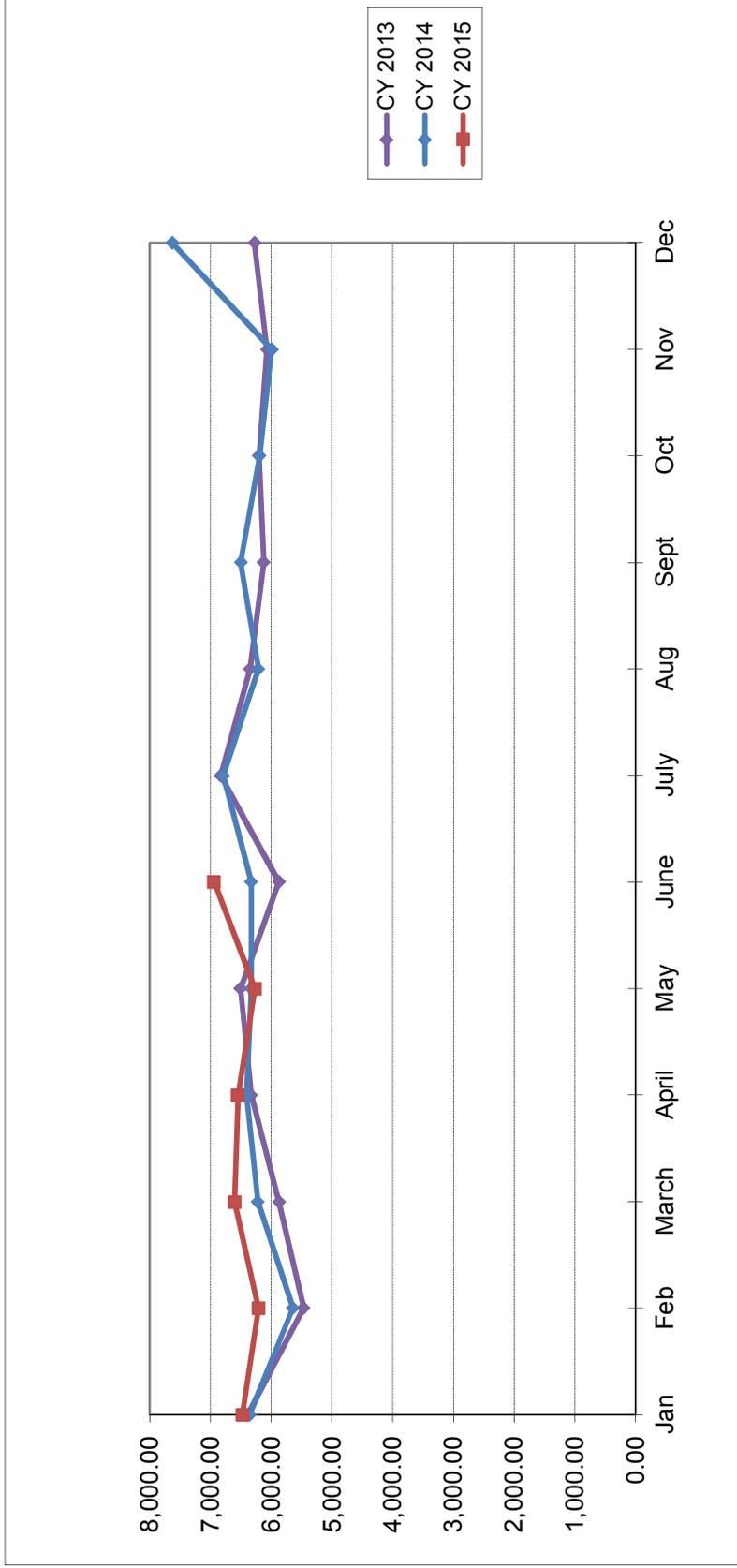
## Attachment B MFD Collected Tonnages and Residue Second Quarter Calendar Year 2015



Tons	Q2 CY 2015			Quarters			% Chg. to Previous	% Chg. to last year
	April	May	June	Q2 2015	Q1 2015	Q2 2014		
<b>Compost</b>	6,547.73	6,264.33	6,935.90	19,747.96	19,282.79	19,071.35	2.41%	3.55%
<b>Recycling</b>	1,495.62	1,455.37	1,577.75	4,528.74	4,496.10	4,457.59	0.73%	1.60%
<b>Recycling Residue</b>	202.25	193.20	214.26	609.71	331.13	552.78	84.13%	10.30%
<b>Compost Residue</b>	1,001.80	958.44	1,061.19	3,021.44	2,950.27	2,917.92	2.41%	3.55%
<b>Total</b>	<b>8,043.35</b>	<b>7,719.70</b>	<b>8,513.65</b>	<b>24,276.70</b>	<b>23,778.89</b>	<b>23,528.94</b>	<b>2.05%</b>	<b>3.08%</b>

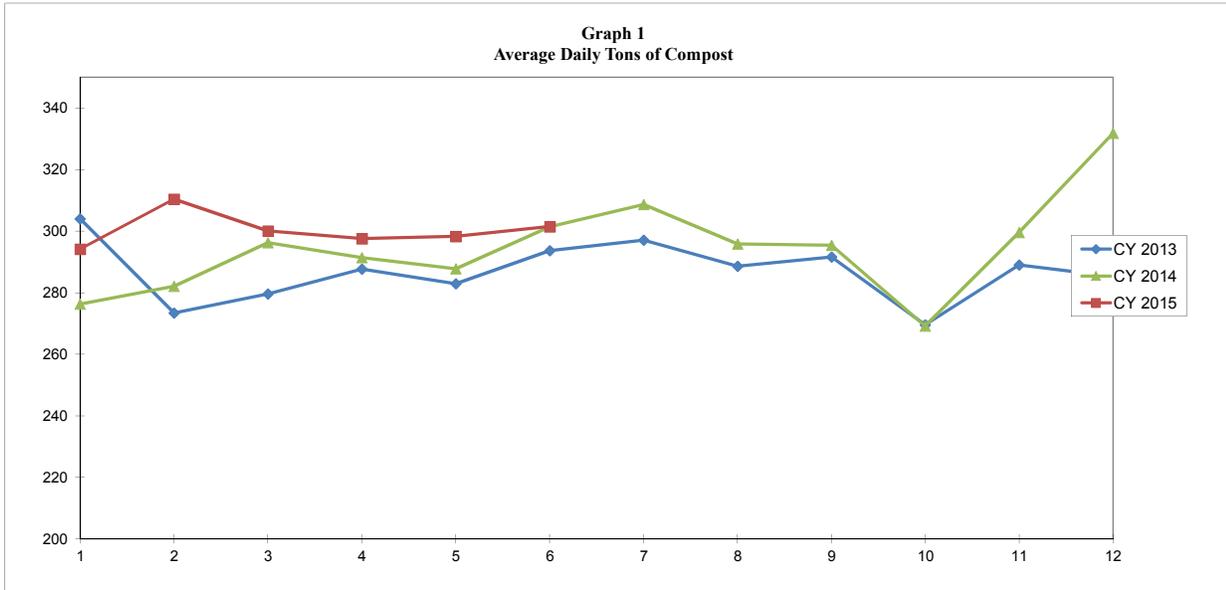


**Attachment C**  
**MFD Monthly Compost Tons**  
**Second Quarter Calendar Year 2015**

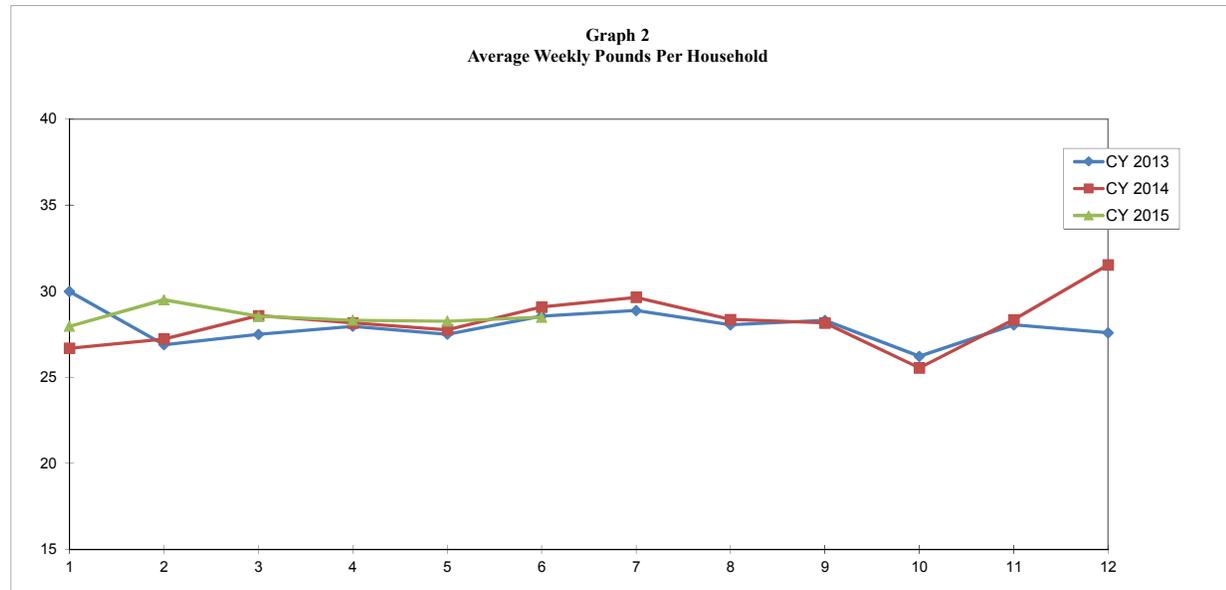


Monthly Compost Tons	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>CY 2013</b>	6,383.72	5,465.48	5,870.83	6,328.35	6,506.40	5,874.26	6,831.68	6,348.15	6,122.67	6,200.46	6,069.20	6,276.18
<b>CY 2014</b>	6,354.21	5,642.57	6,220.94	6,409.97	6,331.32	6,330.06	6,789.34	6,212.99	6,499.83	6,191.52	5,991.59	7,632.44
<b>CY 2015</b>	6,472.80	6,208.28	6,601.71	6,547.73	6,264.33	6,935.90						

## Attachment D Multi-Family Compost Second Quarter Calendar Year 2015

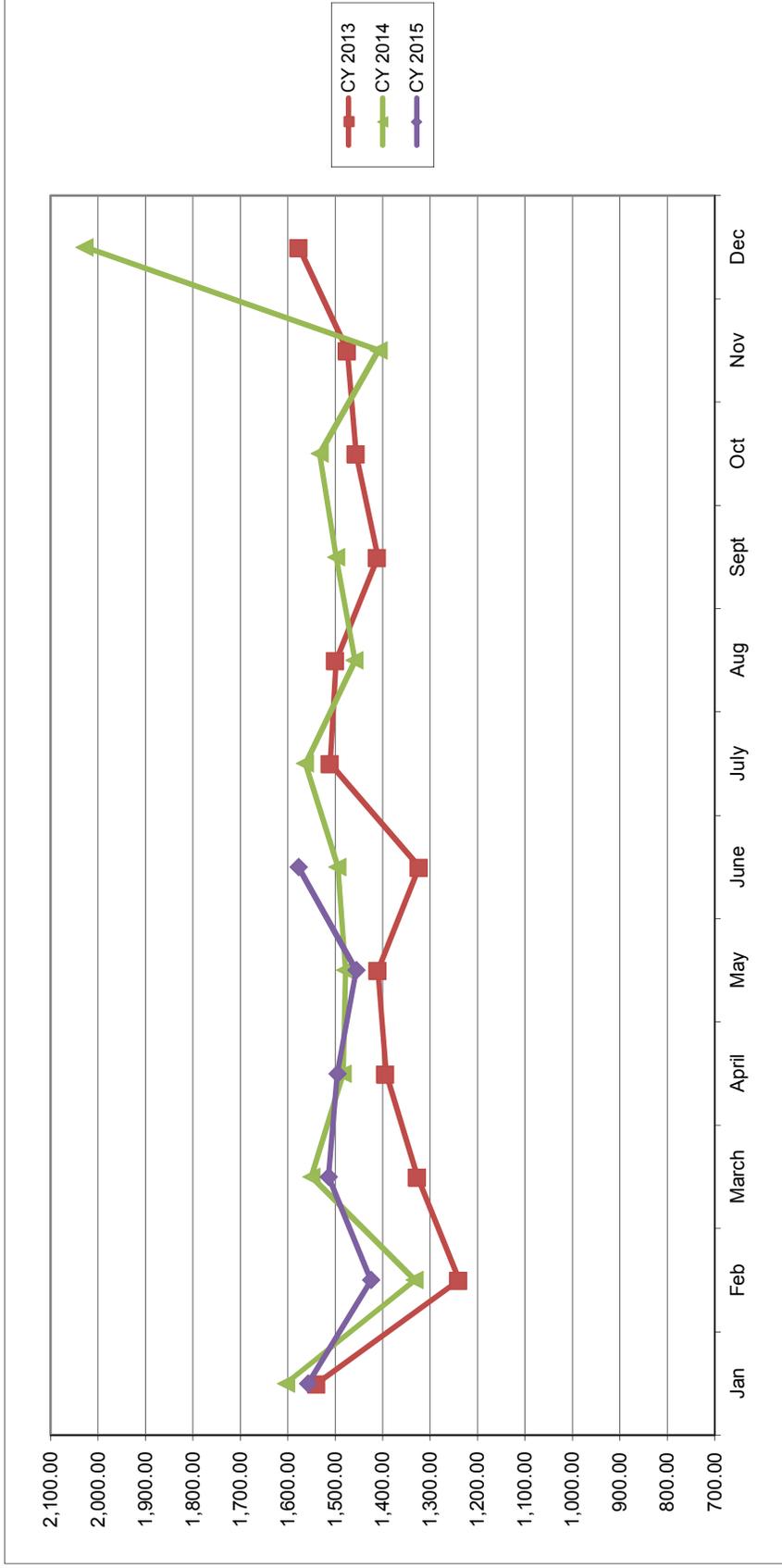


Average Daily Tons	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
CY 2013	304	273	280	288	283	294	297	289	292	270	289	285
CY 2014	276	282	296	291	288	301	309	296	295	269	300	332
CY 2015	294	310	300	298	298	302						



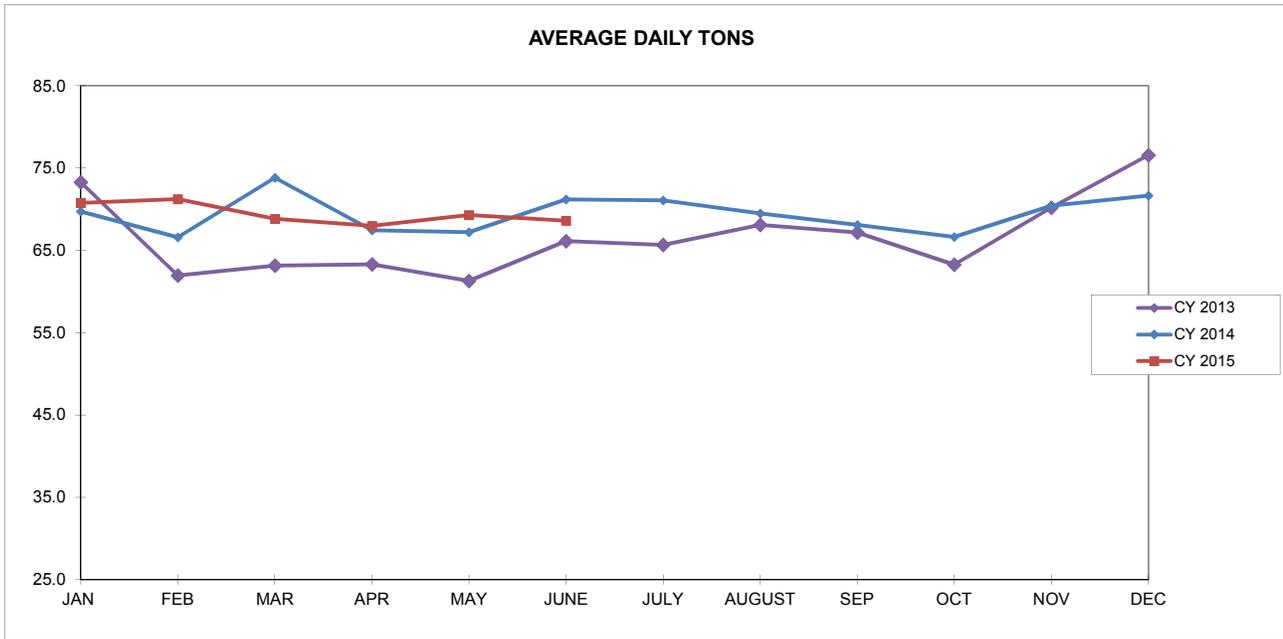
Avg. Weekly Lbs./Household	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
CY 2013	30	27	27	28	28	29	29	28	28	26	28	28
CY 2014	27	27	29	28	28	29	30	28	28	26	28	32
CY 2015	28	30	29	28	28	28						

**Attachment E  
MFD Monthly Recycling Tons  
Second Quarter Calendar Year 2015**

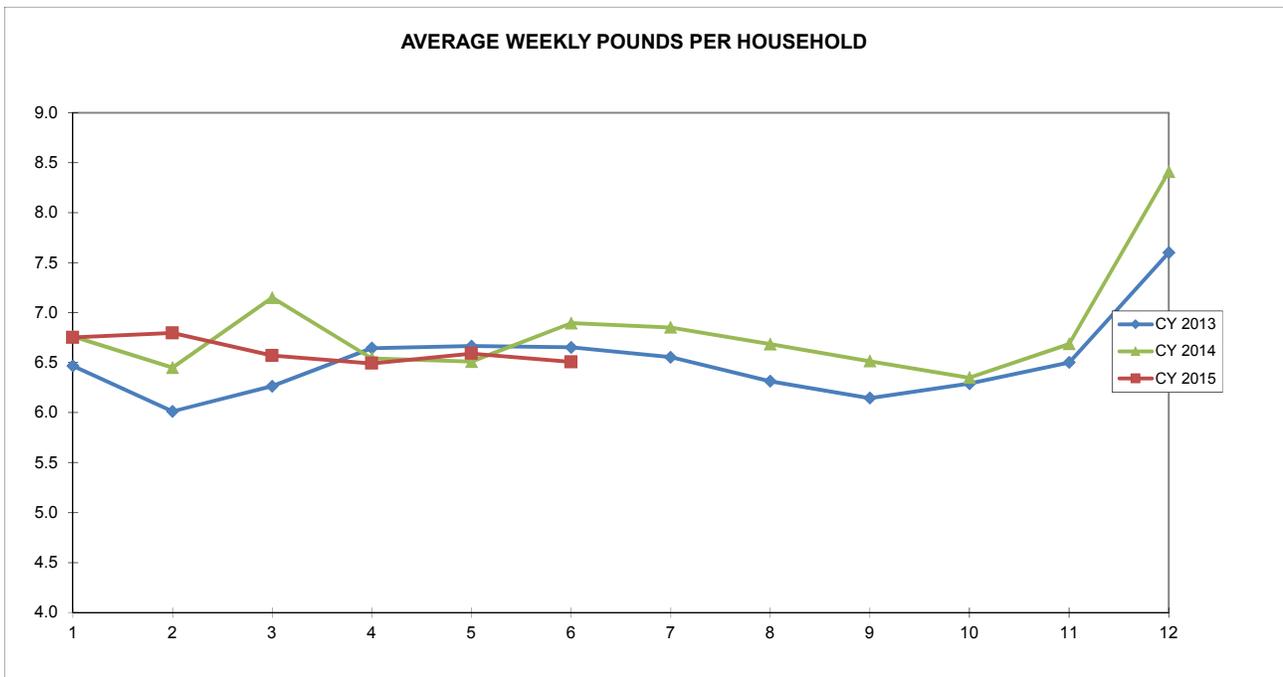


Monthly Recycle Tons	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>CY 2013</b>	1,538.92	1,238.81	1,326.68	1,393.08	1,409.54	1,322.93	1,510.39	1,498.50	1,410.40	1,455.49	1,474.31	1,576.28
<b>CY 2014</b>	1,603.86	1,331.85	1,550.21	1,483.74	1,478.85	1,495.00	1,563.40	1,459.04	1,498.08	1,532.88	1,408.24	2,027.86
<b>CY 2015</b>	1,557.12	1,424.80	1,514.18	1,495.62	1,455.37	1,577.75						

## Attachment F Multi-Family Recycle Second Quarter Calendar Year 2015



Average Daily Tons	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUGUST	SEP	OCT	NOV	DEC
CY 2013	73.3	61.9	63.2	63.3	61.3	66.1	65.7	68.1	67.2	63.3	70.2	76.6
CY 2014	69.7	66.6	73.8	67.4	67.2	71.2	71.1	69.5	68.1	66.6	70.4	71.6
CY 2015	70.8	71.2	68.8	68.0	69.3	68.6						



Average Weekly Pounds Per Household	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
CY 2013	6.5	6.0	6.3	6.6	6.7	6.7	6.6	6.3	6.1	6.3	6.5	7.6
CY 2014	6.8	6.5	7.2	6.5	6.5	6.9	6.9	6.7	6.5	6.3	6.7	8.4
CY 2015	6.8	6.8	6.6	6.5	6.6	6.5						

**Attachment G**  
**Recyclable Tonnage Sold and Salvage Revenue**  
**GreenTeam of San Jose -Second Quarter Calendar Year 2015**

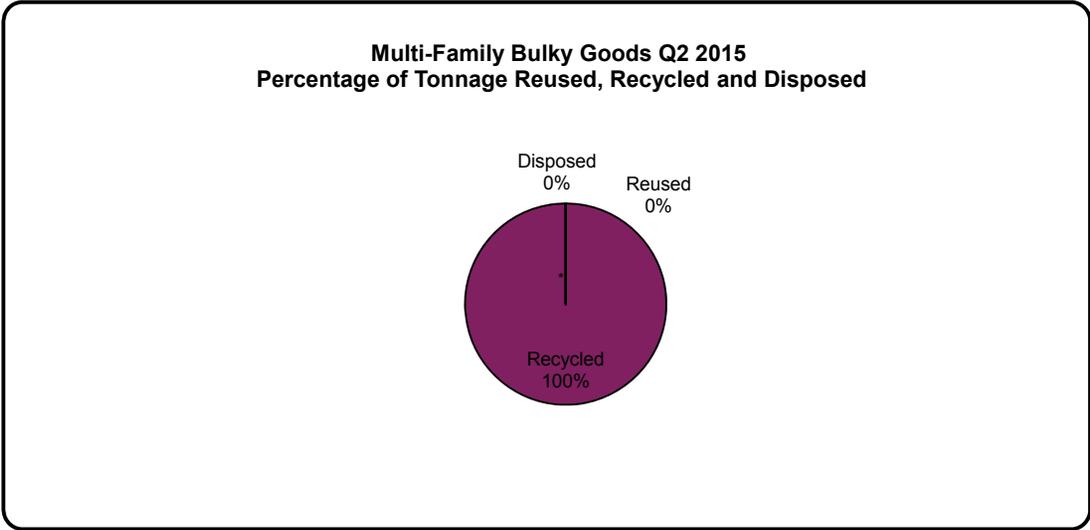
<b>Commodity</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>Period Total</b>	<b>Avg. Price</b>
<b>Bottles #1-7</b>	15.06	36.23	7.83	59.12	
Total Revenue	1,277.24	2,307.13	356.58	3,940.94	
Average Price	\$84.81	\$63.68	\$45.54		\$64.68
<b>Aluminum Cans</b>	5.17	5.40	19.53	30.10	
Total Revenue	22,030.51	23,275.24	78,137.19	123,442.94	
Average Price	\$4,261.22	\$4,310.23	\$4,000.88		\$4,190.78
<b>Film Plastic</b>	107.96	51.66	68.00	227.62	
Total Revenue	3,560.52	3,835.76	6,800.00	14,196.28	
Average Price	\$32.98	\$74.25	\$100.00		\$69.08
<b>HDPE Plastic (Color)</b>	24.75	22.66	31.13	78.54	
Total Revenue	17,649.23	15,722.41	20,906.91	54,278.55	
Average Price	\$713.10	\$693.84	\$671.60		\$692.85
<b>HDPE Plastic (Natural)</b>	36.55	21.43	29.04	87.02	
Total Revenue	27,194.30	17,684.25	26,090.12	70,968.66	
Average Price	\$744.03	\$825.21	\$898.42		\$822.55
<b>Mixed Paper</b>	2,158.62	1,339.74	1,350.00	4,848.36	
Total Revenue	198,053.39	124,769.99	133,812.00	456,635.37	
Average Price	\$91.75	\$93.13	\$99.12		\$94.67
<b>Mixed Rigid Plastic</b>	65.69	52.64	72.09	190.42	
Total Revenue	11,765.08	11,047.56	15,558.46	38,371.10	
Average Price	\$179.10	\$209.87	\$215.82		\$201.60
<b>OCC</b>	348.96	364.92	403.76	1,117.64	
Total Revenue	43,403.64	48,468.67	55,379.72	147,252.04	
Average Price	\$124.38	\$132.82	\$137.16		\$131.45
<b>Office Pack</b>	8.03	7.64	6.41	22.08	
Total Revenue	1,686.30	1,606.92	1,369.11	4,662.33	
Average Price	\$210.00	\$210.33	\$213.59		\$211.31
<b>PET</b>	64.63	47.08	60.97	172.68	
Total Revenue	107,932.10	79,639.12	103,468.53	291,039.74	
Average Price	\$1,670.00	\$1,691.57	\$1,697.04		\$1,686.20
<b>PET Clamshells</b>	0.00	10.37	0.00	10.37	
Total Revenue	0.00	51.85	0.00	51.85	
Average Price	\$0.00	\$5.00	\$0.00		\$5.00
<b>Steel Cans (BTCs)</b>	51.25	43.61	63.11	157.97	
Total Revenue	4,288.09	3,424.69	3,634.50	11,347.29	
Average Price	\$83.67	\$78.53	\$57.59		\$73.26
<b>Glass</b>	598.03	548.34	618.61	1,764.98	
Total Revenue	20,392.82	23,545.72	31,159.39	75,097.93	
Average Price	\$34.10	\$42.94	\$50.37		\$42.47
<b>Metal</b>	71.22	65.84	78.09	215.15	
Total Revenue	7,448.90	6,584.00	7,809.00	21,841.90	
Average Price	\$104.59	\$100.00	\$100.00		\$101.53
<b>Scrap Aluminum</b>	7.73	6.33	6.96	21.02	
Total Revenue	4,303.68	3,510.87	3,893.63	11,708.18	
Average Price	\$556.75	\$554.64	\$559.43		\$556.94
<b>Cables</b>	2.74	6.29	4.45	13.48	
Total Revenue	1,420.39	4,383.19	2,539.21	8,342.79	
Average Price	\$518.39	\$696.85	\$570.61		\$595.28
<b>TONS</b>	<b>3,566.39</b>	<b>2,630.18</b>	<b>2,819.98</b>	<b>9,016.55</b>	
<b>REVENUE</b>	<b>\$472,406.17</b>	<b>\$369,857.36</b>	<b>\$490,914.35</b>	<b>\$1,333,177.89</b>	<b>\$147.86</b>

**Attachment H**  
**Recyclable Material Sales Prices**  
**Second Quarter Calendar Year 2015**

Material	Sales Price		Per ton Average*
	High	Low	
Bottles #1-7	\$84.81	\$45.54	\$64.68
Aluminum Cans	\$4,310.23	\$4,000.88	\$4,190.78
Film Plastic	\$100.00	\$32.98	\$69.08
HDPE Plastic (color)	\$713.10	\$671.60	\$692.85
HDPE Plastic (natural)	\$898.42	\$744.03	\$822.55
Mixed Paper	\$99.12	\$91.75	\$94.67
Mixed Rigid Plastic	\$215.82	\$179.10	\$201.60
OCC	\$137.16	\$124.38	\$131.45
Office Pack	\$213.59	\$210.00	\$316.96
PET	\$1,697.04	\$16,700.00	\$1,686.20
PET Clamshells	\$5.00	\$5.00	\$5.00
Steel Cans (BTCs)	\$83.67	\$57.59	\$73.26
Glass	\$50.37	\$34.10	\$42.47
Metal	\$104.59	\$100.00	\$101.53
Scrap Aluminum	\$559.43	\$554.64	\$556.94
Cables	\$696.85	\$518.39	\$595.28
<b>All Commodities*</b>			<b>\$147.86</b>

\* Per Ton Average is a blended rate from Attachment G

**Attachment I  
Bulky Goods Disposition  
Second Quarter Calendar Year 2015**

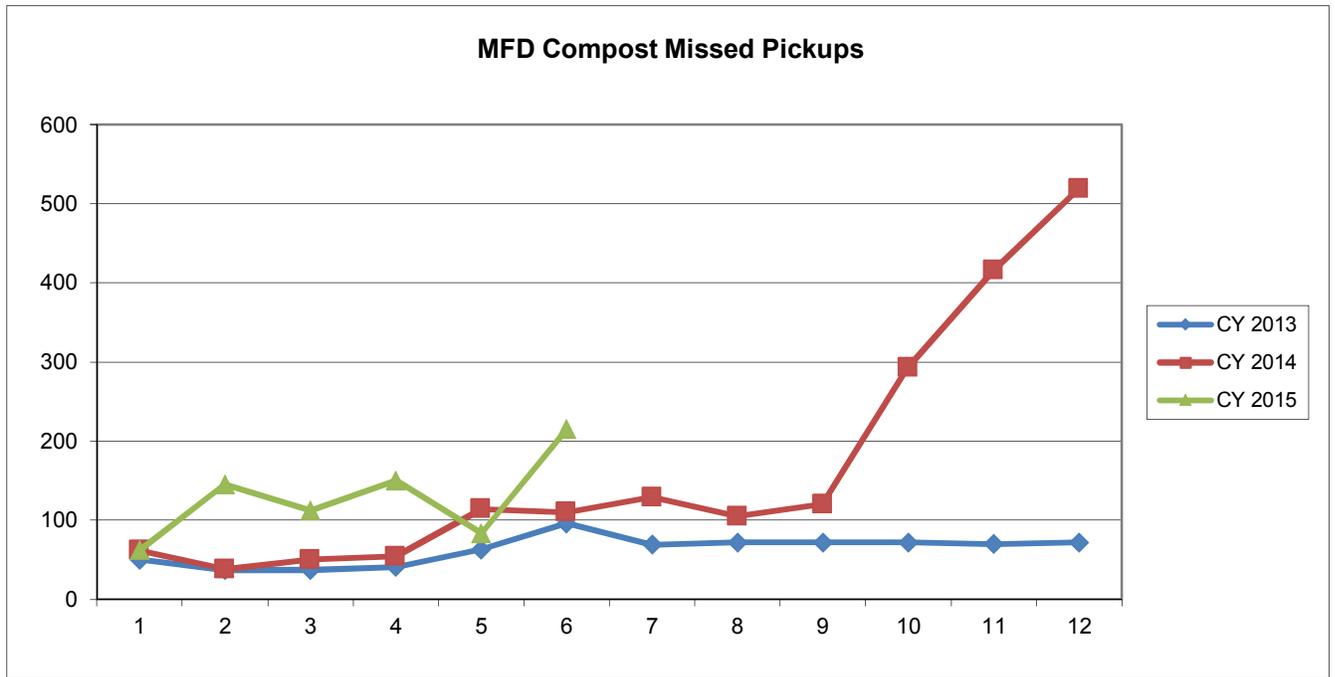


Q2 2015	Tons
Collected	213.29
Reused	0
Recycled	213.29
Disposed	0.00

**Multi-Family Bulky Items Collected by Category**

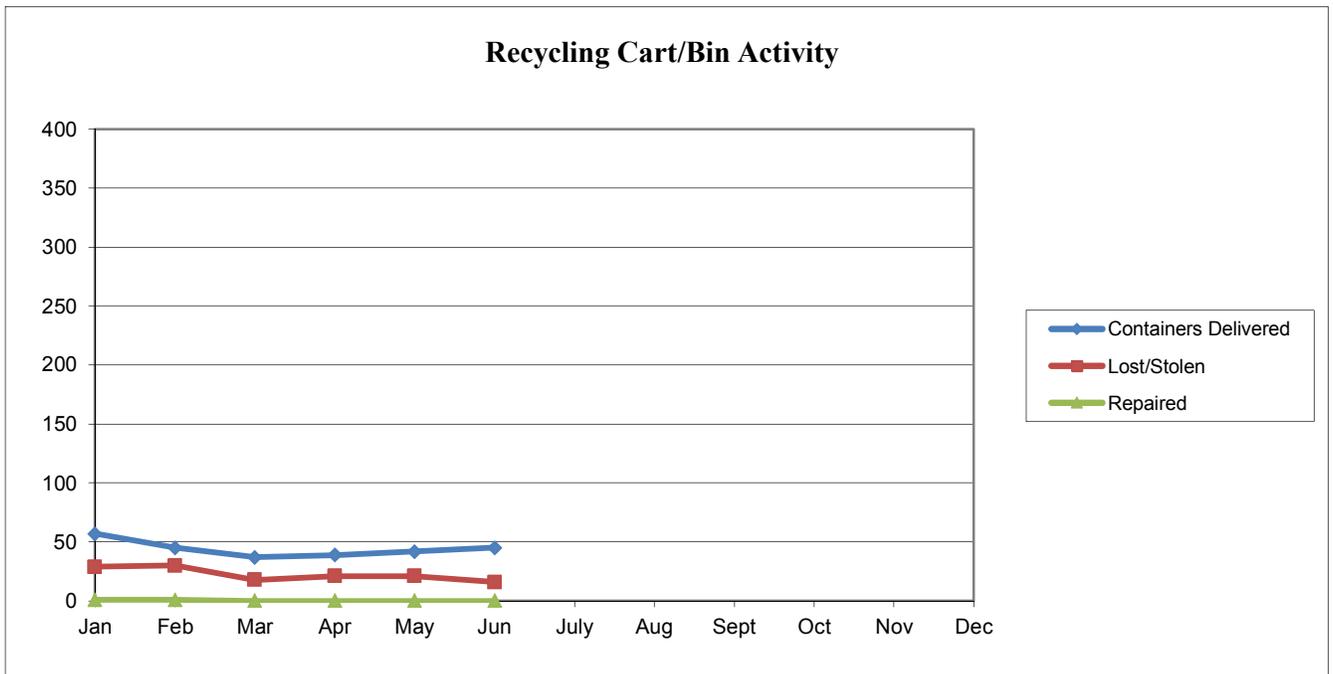
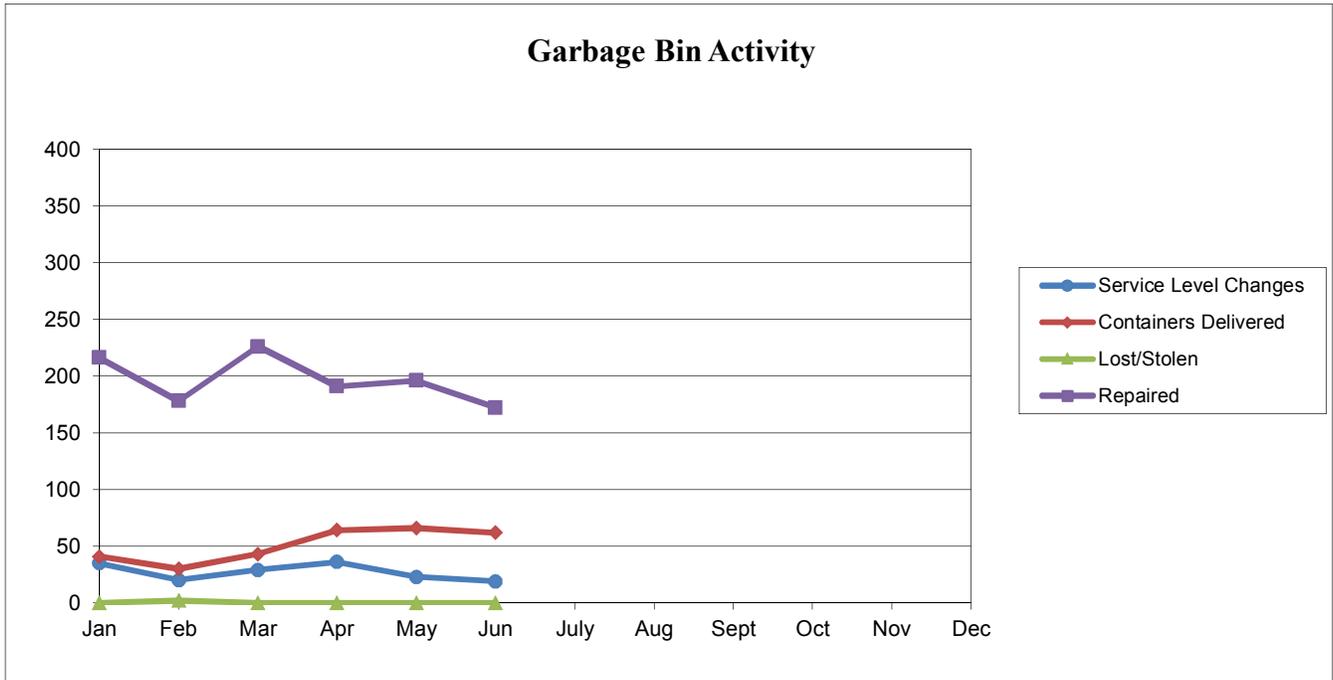
Q2 2015	CFC/Monitors	White Goods	Brown Goods	Mattresses	Furniture	Upholstered Furniture	Metal	Other
April	15	27	1	567	78	56	0	0
May	26	17	1	503	107	106	0	0
June	16	53	7	873	224	336	0	0
Total	57	97	9	1943	409	498	0	0

**Attachment J  
MFD Compost Missed Pickups  
Second Quarter Calendar Year 2015**

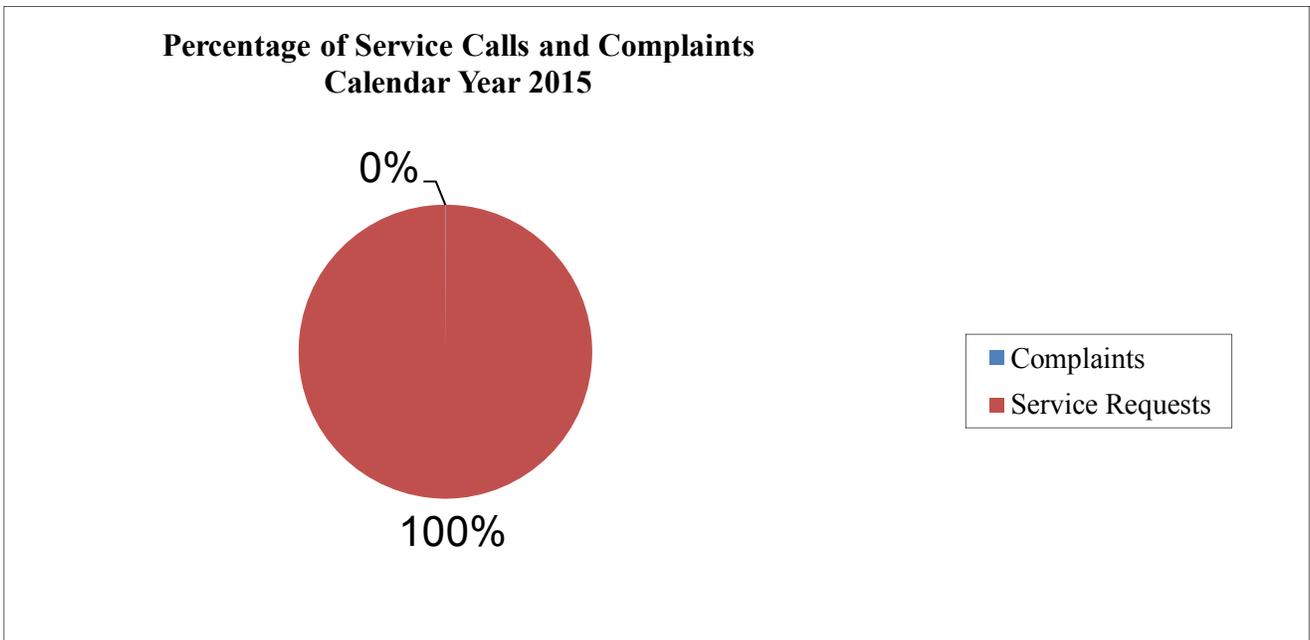
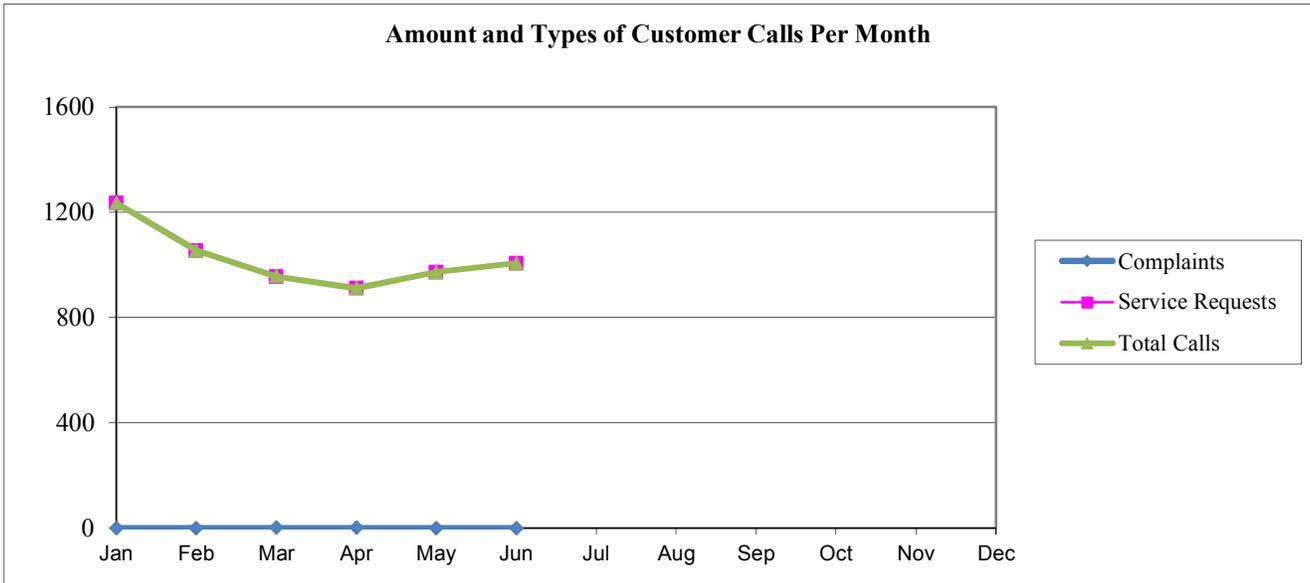


Monthly Missed Pickups	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
CY 2013	50	37	37	41	63	96	69	72	72	72	70	72
CY 2014	62	38	50	54	114	110	129	105	120	293	416	519
CY 2015	62	145	112	150	83	215						

**Attachment K  
MFD Cart/Bin Activity  
Second Quarter Calendar Year 2015**



**Attachment L  
MFD Customer Calls  
Second Quarter Calendar Year 2015**



	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
<b>Complaints</b>	0	0	1	1	0	0						
<b>Service Requests</b>	1235	1054	955	910	972	1006						
<b>Total Calls</b>	1235	1054	956	911	972	1006						

**Attachment M  
Presentations and Events  
Second Quarter Calendar Year 2015**

<b>DATE</b>	<b>ORGANIZATION &amp; EVENT</b>	<b>PRESENTATION TYPE</b>	<b>NUMBER PRESENT</b>	<b>LANGUAGE</b>
4/8/2015	Northern CAA Conference & Expo	Information Table	150	English, Spanish, Vietnamese
4/9/2015	KIPP Heartwood Academy	Presentation	12	English, Spanish
4/14/2015	Lietz Elementary (Kindergarden 1)	Presentation	25	English, Spanish, Vietnamese
4/14/2015	Lietz Elementary (Kindergarden 2)	Presentation	25	English, Spanish, Vietnamese
4/14/2015	Lietz Elementary (Kindergarden 3)	Presentation	25	English, Spanish, Vietnamese
4/14/2015	Lietz Elementary (Kindergarden 4)	Presentatoin	25	English, Spanish, Vietnamese
4/18/2015	Earth Day - Rocketship Los Suenos Academy	Information Table	200	English, Spanish, Vietnamese
4/22/2015	Earth Day San Jose - SJSU Tower Lawn	Information Table	200	English, Spanish, Vietnamese
4/29/2015	Advantest Green Event	Information Table	150	English, Spanish, Vietnamese
5/16/2015	SJ FestivALL	Information Table	200	English, Spanish, Vietnamese
6/1/2015	Country Lane Elementary (Lower Grades)	Presentation	150	English, Spanish, Vietnamese
6/1/2015	Country Lane Elementary (Upper Grades)	Presentation	200	English, Spanish, Vietnamese
6/2/2015	West San Jose/Campbell Lion's Club	Presentation	20	English, Spanish, Vietnamese
6/9/2015	Rotary Club of Campbell and West San Jose	Presentation	60	English, Spanish, Vietnamese
<b>TOTAL</b>			14 1,442	

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## Appendix I—WCI Sustainability Initiatives

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# SUSTAINABILITY INITIATIVES



WASTE CONNECTIONS, INC.

# CONTENTS

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## LETTER FROM THE CHAIRMAN

Thank you for your interest in sustainability initiatives at Waste Connections. We recognize the importance to our stakeholders of our continuing efforts to minimize our impact on the environment by:

- encouraging materials recycling and reuse;
- using waste to generate clean, renewable energy;
- reducing our carbon footprint and use of fossil fuels; and
- exploring alternatives to landfill disposal.

But for Waste Connections, our sustainability efforts extend beyond the environment; we also measure the positive impacts we have on the communities we serve, the development and welfare of our employees, the financial health of our company, and the returns to our stockholders.

As an environmental services company with a large presence on the West Coast, sustainability is not a new concept for us. Over the years we have been recycling a significant portion of the waste

stream on the West Coast, with diversion rates in some markets in excess of 70%. Our recycling efforts recover valuable materials for reuse, and include the composting of organic materials for reuse as a soil amendment. Off the West Coast, we are working to bring these programs and technologies to other communities throughout the states we service.

In addition to recycling and recovery, we also harvest methane gas from landfills to generate renewable energy to power homes, small industry and, eventually, our fleet. We deploy route optimization software, retrofit existing fleet and utilize alternative fuels to reduce fuel consumption and emissions, lowering our overall carbon footprint. We construct environmental enhancements to certain of our sites through the creation of wetlands and public trails. These efforts are fundamental to a sustainable business model and the success of our company.

Everything we do today is with an eye towards the



future. We constantly monitor and evaluate new technologies and programs that can enhance our commitment to the environment and improve our competitive positioning. Within our industry, these changes have historically been evolutionary in nature, but there is an enormous effort currently being made in alternative technologies to reduce landfill disposal, reduce greenhouse gas emissions and harness bio-fuels.

We recognize that our employees identify and lead many of our sustainability efforts at a local level. As a result, development and welfare of our employees is critical. Our corporate culture is centered on the principles of Servant Leadership, which hold management accountable to employees. We analyze and track our success in improving Servant Leadership scores, reducing employee turnover, improving safety statistics, and providing fair compensation and attractive employee health benefits. We also dedicate a significant amount of management time and resources to leadership training and personnel development.

We owe our success to the communities we serve. Our employees support hundreds of local organizations, and we back their efforts with financial support for many of these groups. We accept the responsibility we have to increase corporate giving and introduce or broaden sustainability efforts as our company expands.

Environmental, organizational and financial sustainability initiatives have been key components of our success since we were founded in 1997. We remain committed to growing and expanding these efforts as our industry and technology continue to evolve.

A handwritten signature in black ink, appearing to read "Ronald J. Mittelstaedt".

Ronald J. Mittelstaedt

CHAIRMAN AND  
CHIEF EXECUTIVE OFFICER

# RECYCLING

Recycling has been a well established component of the municipal solid waste system on the West Coast for over 20 years. In fact, we recycle over 50% of our collected waste volumes on the West Coast, in some cases over 70%. We are proactively deploying this recycling expertise in many of our markets off the West Coast, often for the first time, to further encourage materials reuse and waste minimization.



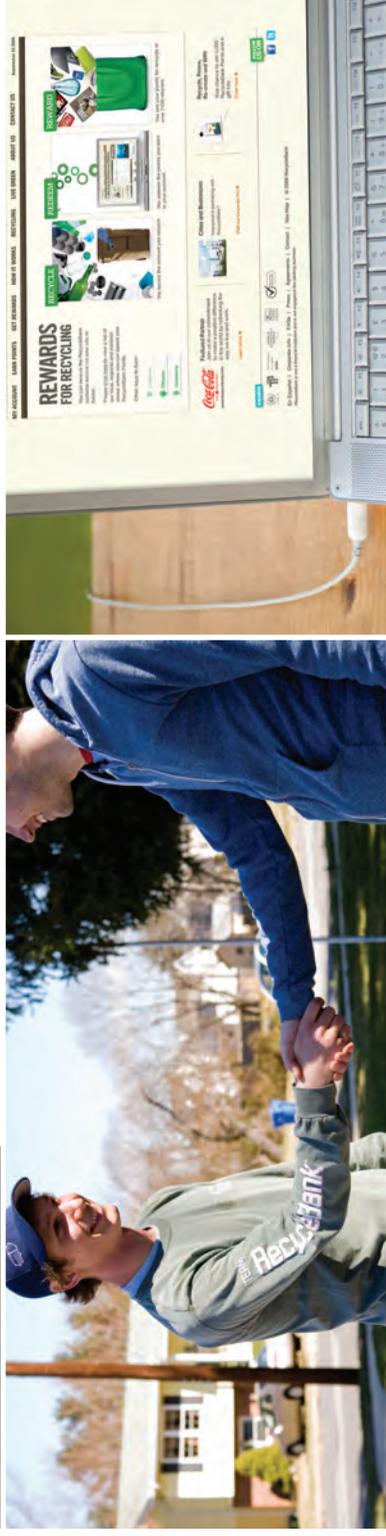


# REWARD YOUR COMMUNITY



Waste Connections and RecycleBank help municipalities increase recycling and promote the local economy by rewarding residents.

WASTE CONNECTIONS, INC. | **RecycleBank**  
Connect with the Future



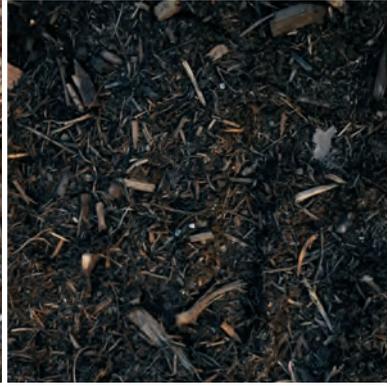
## RECYCLEBANK

Through our partnership with RecycleBank, we have introduced a loyalty and rewards program in certain markets to encourage customers to either recycle for the first time or increase their current recycling efforts. With RecycleBank, customers earn points based on the weight of their recycled waste stream that can be redeemed for meaningful rewards. The rewards are obvious: waste minimization; savings to participating customers for monthly trash service; groceries, restaurants, etc.; and increased support of local merchants.



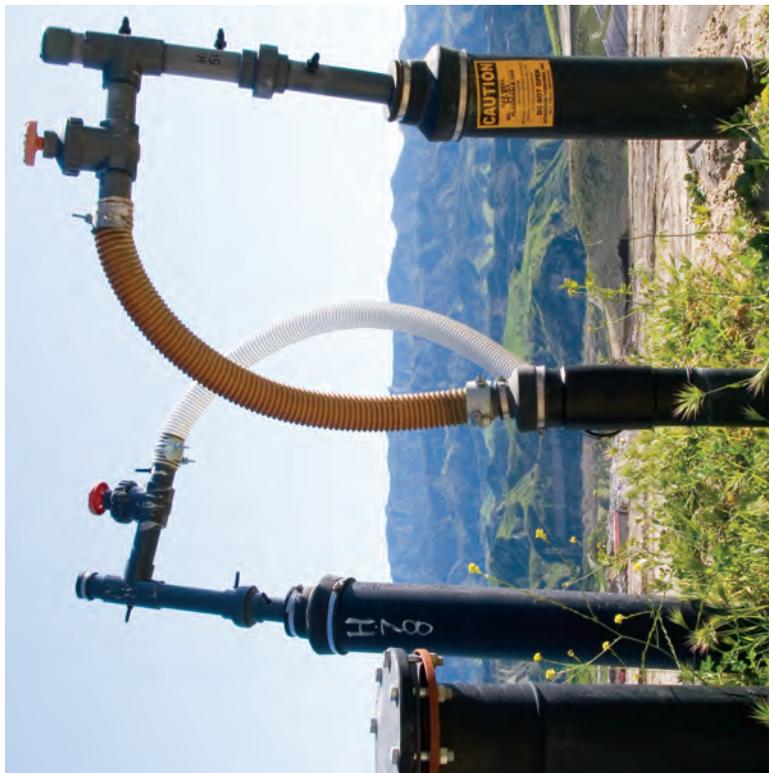
# COMPOSTING

The composting and reuse of green or yard waste and food waste are critical components for any community's march to a Zero Waste goal. We continue to increase our composting efforts through investments to expand capacity at existing operations and through the acquisition of new facilities.



# RENEWABLE ENERGY

Solid waste landfills over time generate a greenhouse gas, methane, which can be converted into a valuable source of clean energy. We deploy gas recovery systems to collect methane which is then used to generate electricity for local households, fuel local industrial plants, power alternative fueled vehicles, or qualify for carbon emission credits.



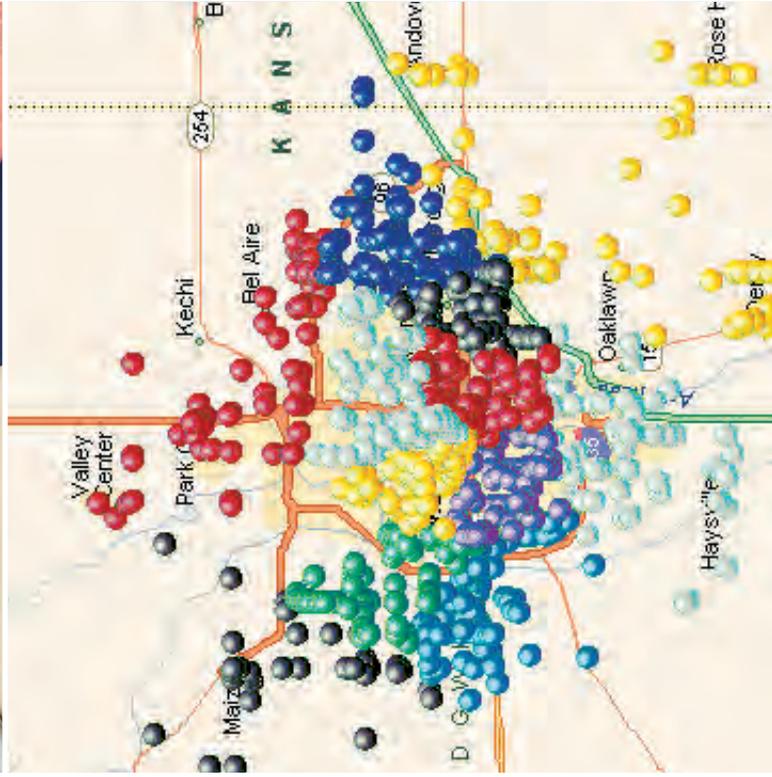
## ALTERNATIVE FUEL VEHICLES

Vehicles that use alternative fuels (CNG, LNG, Bio-diesel) can reduce fleet emissions and our dependency on foreign oil. We have deployed alternative fueled vehicles in certain markets and plan on directing an increasing portion of our future fleet capital on such vehicles. However, a convenient and reliable fueling infrastructure is critical to how fast we can convert our fleet. So we have partnered with third parties, such as Clean Energy, Inc., to facilitate their investment in local fueling infrastructures.



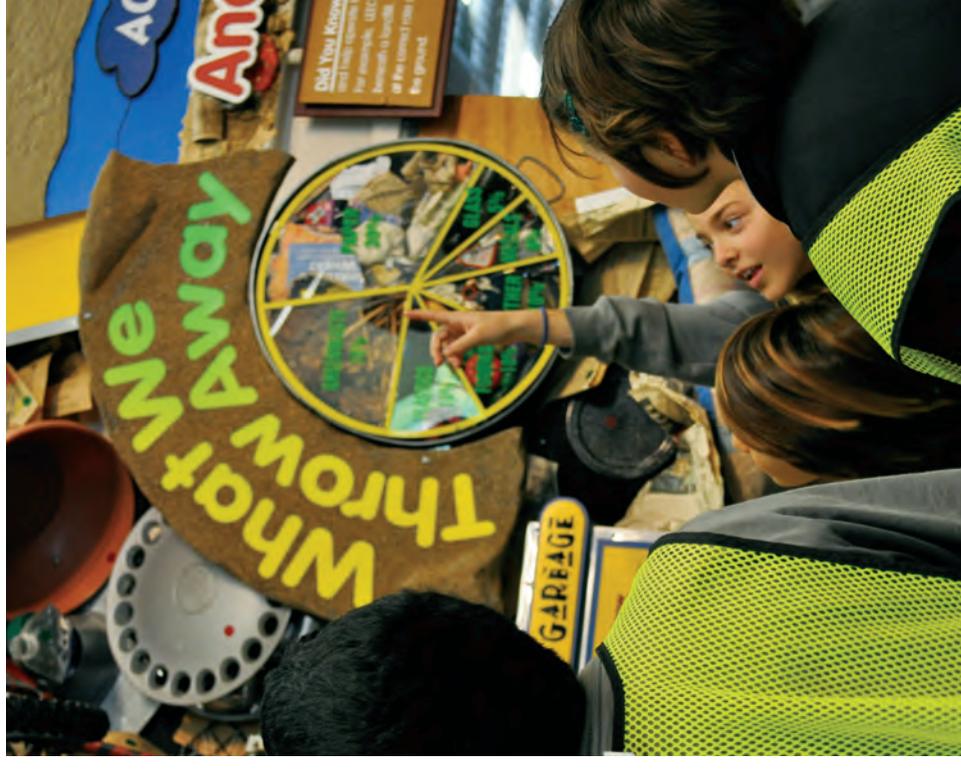
# FLEET OPTIMIZATION

As a route-based business, the majority of our carbon footprint is linked to our fleet. We seek to reduce our fleet emissions and consumption of fuel and petroleum-related products by replacing older trucks with newer, more efficient trucks, deploying route optimization software to minimize driving time, utilizing a network of transfer stations to consolidate waste onto fewer trucks and minimize drive time, installing controls to minimize idling time, switching to synthetic motor oils with longer replacement intervals, and reducing emissions by installing more advanced engine filters and carburetors.



# COMMUNITIES

We measure our success by the continuing positive impacts we have within our local communities. Our employees support hundreds of local organizations through direct contributions, volunteering, fundraising, or sponsoring or participating in educational activities. Additionally, each year our community activities culminate with a company-wide Christmas bike drive, through which we and our employees purchase and build thousands of bicycles to donate to local charities and military bases for distribution to deserving youth.



## GIVING FOR SUSTAINABILITY

Waste Connections aligns its major financial contributions with its goal to further advance environmental sustainability. For example, our first major grant helped establish the Global Waste Research Institute (“GWRI”), developed in conjunction with California Polytechnic State University, San Luis Obispo. The GWRI’s mission is to advance state-of-the-art research and development of sustainable technologies and practices to more effectively manage existing and emerging wastes and byproducts.



## STATEMENT OF VALUES

### PURPOSE

Honoring our commitments provides our stakeholders peace of mind and establishes us as the premier solid waste services company in the markets we serve. This creates a safe and rewarding environment for our employees while protecting the health and welfare of the communities we serve, thereby increasing value for our shareholders.

### OPERATING VALUES

#### SAFETY

We strive to assure complete safety of our employees, our customers and the public in all of our operations. Protection from accident or injury is paramount in all we do.

#### INTEGRITY

We define integrity as “saying what you will do and then doing it.” We keep our promises to our customers, our employees and our stockholders. Do the right thing, at the right time, for the right reason.

#### CUSTOMER SERVICE

We provide our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

#### TO BE A GREAT PLACE TO WORK

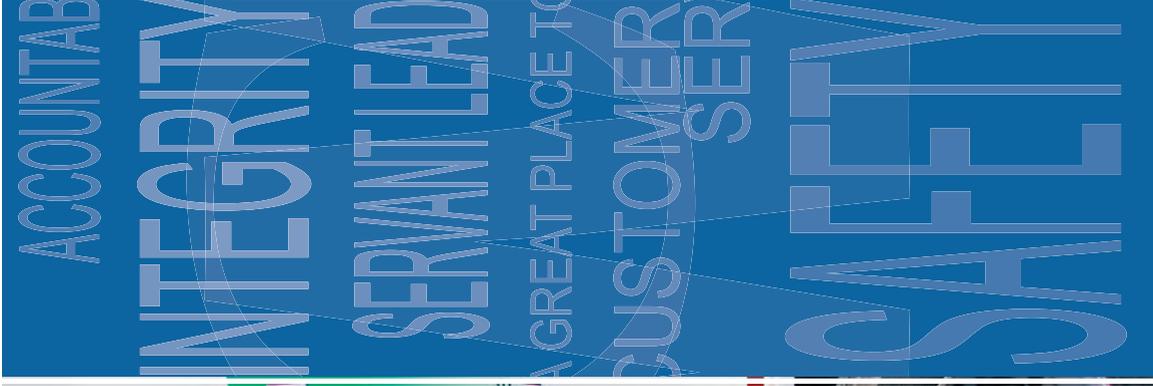
We maintain a growth culture where our employees can maximize their potential personally and professionally. Our objective is to provide an environment where people enjoy what they do and take pride in their work. We wish to embody a work hard, play harder culture.

#### TO BE THE PREMIER SOLID WASTE SERVICES COMPANY IN THE U.S.

We continue to provide superior returns, remain environmentally responsible, and continue to grow in a disciplined way, deploying resources intelligently and benefiting communities we live in. We remain a “different breed”.

#### VISION OF THE FUTURE

Our goal is to create an environment where self directed, empowered employees strive to consistently fulfill our constituent commitments and seek to create positive impacts through interactions with customers, communities, and fellow employees, always relying on our Operating Values as the foundation for our existence.





WASTE CONNECTIONS, INC.

CORPORATE OFFICE

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