

**EXHIBIT 1**

**COMPANY SECRETARY'S CERTIFICATE**

**Certificate of Secretary of**

**West Valley Collection & Recycling, LLC**

The undersigned Secretary of Waste Connections of California, Inc., as manager of West Valley Collection & Recycling, LLC (the "Company") hereby certifies that the person signing the Agreement between the Company and the West Valley Solid Waste Management Authority dated as of March 1, 2014 (the "Agreement") on behalf of the Company has been duly authorized by the Company to do so, and that the Agreement has been duly executed and delivered by the Company in accordance with the authorization of its managers and members, and is enforceable against the Company in accordance with its terms, except as enforcement of the Agreement may be limited by bankruptcy, insolvency, reorganization moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefore may be brought.

IN WITNESS WHEREOF the undersigned has hereunto set his hand as of January 10, 2014.

WEST VALLEY COLLECTION & RECYCLING,  
LLC  
("COMPANY")

By: Waste Connections of California, Inc., Manager

By:  \_\_\_\_\_

Name: Patrick J. Shea

Title: Secretary

**EXHIBIT 2**

**CORPORATE CHIEF FINANCIAL OFFICER'S CERTIFICATE**

**Certificate of Chief Financial Officer of**

**West Valley Collection & Recycling, LLC**

The undersigned hereby certifies that he is the Chief Financial Officer of Waste Connections of California, Inc., as manager of West Valley Collection & Recycling, LLC (the "Company") and Waste Connections, Inc. (the "Guarantor") that the Company has provided the West Valley Solid Waste Management Authority (the "Authority") with audited financial statements as of December 31, 2012 for the Guarantor, prepared by the Guarantor and audited by a certified public accountant whose audit was performed in accordance with Generally Accepted Auditing Standards, which financial statement present fairly, in accordance with Generally Accepted Accounting Principles, the financial resources of the Guarantor as of that date, and that there has been no material adverse change in the Guarantor's financial circumstances since the date of such financial statements.

IN WITNESS WHEREOF the undersigned has hereunto set his hand as of January 10, 2014.

WEST VALLEY COLLECTION & RECYCLING,  
LLC  
("COMPANY")

By: Waste Connections of California, Inc., Manager

By: 

Name: Worthing Jackman

Title: Chief Financial Officer

**EXHIBIT 3**  
**INTENTIONALLY DELETED**  
**(Previously Public Facilities and Events)**

**EXHIBIT 4**

**CLARIFICATION OF COMPANY'S COMPENSATION**

## CLARIFICATION OF COMPANY'S COMPENSATION

This Exhibit provides information that shall be used in determining Company's Compensation for Rate Year Sixteen.

### A) ALLOWABLE PERSONNEL AND LABOR HOURS

Award of this Agreement to the Company was based on several factors including its compensation requirements of which a significant portion is attributed to labor costs. In order to ensure that the Authority continues, over the Term of the Agreement, labor costs shall not increase as a result of an increase in the number of personnel or the number of labor hours unless Company can demonstrate that the increased labor personnel and/or hours are necessary to provide service to additional Customers due to growth in the Authority or to adjust for changes in labor hours due to an Authority-approved interim compensation adjustment as described in Section 12.7. In recognition of this limitation on Company's Compensation, the personnel and labor hours listed in the following table shall be considered allowable personnel and labor hours for the purpose of determining Company's Compensation.

	Quantity	Labor Hours per Day per Person	Total Annual Labor Hours
ROUTE DRIVER PERSONNEL (including pool personnel)		<b>See Attached Worksheet</b>	
Residential Solid Waste route driver			
Residential Recyclable Materials route driver			
Residential Green Waste route driver			
Commercial Bin Solid Waste route driver			
Commercial Recyclable Materials route driver			
Drop Box Solid Waste route driver			
Subtotal		<b>See Attached Worksheet</b>	
<b>ROUTE-RELATED PERSONNEL</b>			
Route supervisor			
Container distribution personnel			
Yard personnel			
Subtotal			
<b>MACHINISTS</b>			
Shop foreman			
Mechanics			
Container repair personnel			
Subtotal			
<b>OTHER PERSONNEL</b>			
General manager			
Operations manager			

	Quantity	Labor Hours per Day per Person	Total Annual Labor Hours
Controller			
Dispatcher			
Residential education program coordinator			
Commercial education program coordinator			
Customer service manager			
Customer service representatives			
Subtotal			
Total			

The Company shall not be compensated for labor costs associated with any personnel and labor hours other than those listed in the table above unless the number of route drivers is increased based on the Company's demonstration to the Authority of the need to increase the number of routes in accordance with Section B of this Exhibit.

#### B) ALLOWABLE ROUTES

The number of allowable routes that shall serve as the basis for the Company's Compensation are listed in the table below. Note that the route list was prepared based on the data received from the Company during the rate setting process for Rate Year Six. Partial routes represent routes allocated across service segments.

Routes	Quantity/Day
Residential Solid Waste	
Residential Recyclable Materials	<b>See Attached Worksheet</b>
Residential Green Waste	
Commercial Bin Solid Waste	
Commercial Recyclables	
Drop Box Solid Waste	
Total	

The Company shall not be compensated for an increase in the number of routes unless the Company demonstrates to the Authority the increase is a direct result of growth in the number of Customers served in the community or is a result of changes due to an Authority-approved Interim Compensation Adjustment as provided in Section 12.7 of the Agreement.

#### C) ALLOWABLE ROUTE HOURS

The number of route hours significantly impacts the Company's Compensation because it impacts vehicle-related costs such as fuel, tires and tubes, parts, and supplies. Award



of this Agreement to the Company was based on several factors including its compensation requirements of which a significant portion is attributed to vehicle-related costs. In order to ensure that the Authority continues, over the Term of the Agreement, to benefit from the Company's compensation requirement, vehicle-related costs shall not increase as a result of an increase in route hours unless Company can demonstrate that the increased route hours are necessary to provide service to additional Customers due to growth in the Authority or to adjust for changes in route hours due to an Authority-approved interim compensation adjustment as described in Section 12.7 of this Agreement. In recognition of this limitation on Company's Compensation, the route hours listed in the following table shall be considered allowable route hours for the purpose of determining Company's Compensation.

Routes	Allowable Route Hours		Allowable Fuel Usage (Gallons)
	Hours per Day per Route	Total Hours Annually for All Routes	
Residential Solid Waste			
Residential Recyclable Materials			See Attached Worksheet
Residential Green Waste			
Commercial Bin Solid Waste			
Commercial Recyclables			
Drop Box Solid Waste			
Total			

**D) ALLOWABLE LEASE AMOUNTS**

Allowable annual lease amounts to be included in the Company's Compensation over the Term of the Agreement include the following:

**Annual Allowable Lease Amounts**

	Unit Amount (\$/yr)	Quantity	Total (\$/yr)
Corporation yard (including offices, vehicle maintenance facilities, and employee and vehicle parking)			
Customer service office			
Collection vehicles	See Attached Worksheet		
Residential Solid Waste			
Residential Recyclable Materials			
Residential Green Waste			
Commercial Bin Solid Waste			
Commercial Recyclable Materials			
Drop Box Solid Waste Materials			
Other Support Vehicles			

Collection Containers			
Carts			
Bins			
Drop Boxes			
Compactors			
Total Allowable Lease Amount			

If new vehicles or Containers are acquired with Authority approval to accommodate growth in the Authority at some point during the Term, the cost of the new equipment shall be recovered during the Term as described below. If new vehicles or Containers are acquired with Authority approval, this Section of this Exhibit shall be amended to reflect any changes in lease amounts.

**E) ALLOWABLE DEPRECIATION, INTEREST, AND LEASE AMOUNTS**

Company shall depreciate equipment over a 10-year period. Allowable annual depreciation, interest, and lease amounts to be included in the Company's Compensation over the Term of the Agreement include the following:

**Annual Allowable Amounts**

	Depreciation (\$/yr)	Interest (\$/yr)	Lease (\$/yr)
Corporation yard (including offices, vehicle maintenance facilities, and employee and vehicle parking)			
Customer service office			
Collection vehicles	<b>See Attached Worksheet</b>		
Residential Solid Waste			
Residential Recyclable Materials			
Residential Organic Materials			
Commercial Bin Solid Waste			
Commercial Recyclable Materials			
Drop Box Solid Waste			
Other Support vehicles			
Collection Containers			
Carts			
Bins			
Drop Boxes			
Compactors			
Total			

If new vehicles or Containers are acquired with City approval to accommodate growth in the City at some point during the Term, the cost of the new equipment shall be depreciated using a depreciation method and period of depreciation agreed upon by

the City and Company. If new vehicles or Containers are acquired with City approval, this Section of this Exhibit shall be amended to reflect any changes in depreciation and interest amounts.

**F) ALLOWABLE RECYCLABLE MATERIALS PROCESSING COSTS**

The following Processing costs are allowable Processing costs during the Term of the Agreement based on Company's Proposal to use the Approved Recyclable Materials Processing Site. **Processing costs shall reflect the net Processing cost (i.e., Processing cost less revenues earned from the sale of materials).**

	Recyclable Processing (\$/ton)	Materials Costs
Rate Year One	<b>See Worksheet</b>	<b>Attached</b>

For Rate Years Two through Seventeen, the Processing costs shall be adjusted by multiplying the Processing cost for the prior Rate Year by most recently published "San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index (Urban Wage Earners; 1982-84=100)" and dividing by the index published 12 months prior to the most recently published index. For example, the Recyclables Material Processing cost for Rate Year Seven shall be calculated as follows:

1. Most recently published index (October 2012) = 240.9
2. Index published twelve months period to most recently published index (October 2011) = 232.4
3. Rate Year Recyclable Materials Processing cost =  $\$22.94 \times (240.9/232.4) = \$23.78$  per Ton.

Note: The calculated Processing cost shall be rounded to the nearest cent.

**G) TONNAGE ASSUMPTIONS**

In order to hold Company accountable, over the Term of the Agreement, Tonnage reported by the Company for Rate Year Seven shall be treated as "actuals" unless Company can demonstrate that the increased Tonnages result from growth in the number of Customers or from adjustments due to an Authority-approved interim compensation adjustment as described in Section 12.7 of this Agreement. In recognition of this limitation on Company's Compensation, the Tonnages listed in the following table shall be considered "actual" Tonnages for the purpose of determining Company's Compensation.

Source	Estimated Tons Collected
	Rate Year One*
<b><u>Solid Waste</u></b>	
Residential Collection	See Attached Worksheet
Multi-Family Collection	
Commercial Collection	
Drop Box and Compactor Collection	
Drop-Off Event	
Subtotal	
<b><u>Recyclable Materials</u></b>	
Residential Collection	
Multi-Family Collection	
Commercial Collection	
Drop-Off Event	
Subtotal	
<b><u>Green Waste</u></b>	
Residential Collection	
Multi-Family Collection	
Commercial Collection	
Drop-Off Event	
Subtotal	
<b><u>Total Materials Collected</u></b>	
Diversion Percentage	

**EXHIBIT 5**

**PUBLIC EDUCATION AND COMMUNITY OUTREACH  
PROGRAMS**

## EXHIBIT 5

### PUBLIC EDUCATION AND COMMUNITY OUTREACH PROGRAMS

October 2013

The Company shall perform the following services as part of the public education program. Company shall print all materials in English and Spanish.

#### **Residential Education Program (minimum requirements)**

##### Year Eight Public Education Activities

- An introductory letter mailed to single-family residents explaining any transitions from the existing Collection program to the new program, including the new CNG trucks and expanded recycling program. A "How-to" brochure will be included with the introductory letter.
- The "How-to" brochures will be made of a durable, glossy paper that can be kept for future reference. The "How-to" brochure explains:
  - The specific list of Recyclable Materials to be collected. This list can be found at Section 1.79 of the Agreement.
  - The specific list of Green Waste Materials to be collected. This list can be found at Section 1. of the Agreement.
  - The specific list of Solid Waste Materials to be collected. This list contains all non-recyclable, non-compostable and non-hazardous items and will be presented in a format comparable to Exhibit 5A, WVC&R Recycle Guide.

Separate brochures shall be prepared for and delivered to Single-Family and Multi-Family residents.

- Single-Family brochures will provide information on services available including:
  - Used motor oil and filter recycling – how to order jugs and filter bags, and how to place them for collection
  - Household Batteries – what items are accepted and how to place batteries for collection
  - Extra Garbage – what types of items are accepted and how to schedule a pickup for a fee
  - Universal and E-waste drop off – what types of items are accepted, how to obtain a detailed list of items and how to schedule an appointment
  - Bulky Item Collection - what types of items are accepted, how to obtain a detailed list of items, how to schedule a pick-up for a fee

- Annual Clean-up – a description of the service, how residents will be notified of their clean-up date and the fee option for a special collection
- Roll-off Box rental – what types of boxes are available, what types of materials are accepted, how and when to order a box and an explanation of roll-off exclusivity, how it works and why
- Household Hazardous Waste – what types of items are accepted and how to make an appointment
- How to contact WVC&R for service issues, damaged carts, account inquiries and additional information
- Multi-family “How-to” brochures will be delivered to complex owners and/or managers to distribute to residents. Multi-Family brochures will provide information on AB341 and services available including:
  - Universal and E-waste drop off – what types of items are accepted, how to obtain a detailed list of items and how to schedule an appointment
  - Household Hazardous Waste – what types of items are accepted and how to make an appointment
  - California’s Mandatory Commercial Recycling Program – who is affected, what is required and how to obtain further information
  - Roll-off Box rental – what types of boxes are available, what types of materials are accepted, how and when to order a box and an explanation of roll-off exclusivity, how it works and why
  - How to contact WVC&R for additional information
- Advertisements will be placed in four community newspapers and on the local patch (online community specific news site) explaining transitions to the new CNG collection vehicles and expanded recycling program.

Public Education Activities to Be Performed throughout the Term of the Agreement

- At events and as needed, distribute “How-to” brochures as described above.
- Prepare and distribute mailers of the holiday collection schedule and holiday tree collection including accepted items, placement and schedule.
- Prepare and distribute single-family clean-up event mailers, mailed out to each resident one month prior to their scheduled clean-up. The mailer will include the clean-up date in bold, what items are accepted and not accepted, the option of a special cleanup for \$20 and WVC&R’s contact information.
- A WVC&R outreach coordinator shall visit homeowner associations and/or other groups to promote and explain the program throughout the term of the Agreement, as requested by the associations or scheduled by the Authority.

- A quarterly newsletter shall be distributed to all residents promoting and explaining the programs. The newsletter shall be reviewed and approved by the Authority and distributed to residents at the same time Residential bills are issued. The newsletter will be delivered with the quarterly invoice; for those who do not receive a paper invoice via mail, an e-newsletter will be sent to their email address.
- A corrective actions notice shall be prepared and used in instances where Waste Generators set out inappropriate materials.
- School education programs to teach students about source reduction, reuse, and recyclable materials shall be made available to schools.
- Non-program related information on source reduction, reuse and recyclable materials (e.g. junk mail reduction, household hazardous waste events, grass cycling, composting, etc.) shall be available.
- Specially designed public education materials and programs to reach Multi-Family residents shall be prepared.

### **Commercial Education Program (minimum requirements)**

#### Year Eight Public Education Activities

- A second full time outreach coordinator will be hired for years eight and nine of the contract.
  - He/she will initially focus on the Commercial sector to increase traditional recycling diversion by targeting each City's largest producers and downtown areas, making site visits, meeting with managers and/or contacting owners to offer free site assessments, recycling presentations and outreach materials including the "How-to" brochures/posters.
  - He/she will increase the focus on outreach to children, working through the local schools and libraries, using creative strategies such as drawing and essay contests. Additionally, he/she will increase the focus on multi-family complexes by meeting with complex managers and/or owners to offer recycling presentations and outreach materials for the residents.
- The "How-to" brochure will be in poster form and will be laminated, to post in outdoor enclosures and interior areas. There will be three versions of the "How-to" poster, 1. Commercial without compost service, 2. Commercial with compost service and 3. Multi-Family. The "How-to" poster explains:
  - The specific list of Recyclable Materials to be collected. This list can be found in WVC&R's current proposal, Section 1.77 Appendix A, the Redline Version of Current Contract.



- The specific list of Garbage Materials to be collected. This list contains all non-recyclable, non-compostable and non-hazardous items and will be presented in a format similar to Exhibit 5A.
- For commercial customers with compost service, the specific list of Food Scrap Materials to be collected. This list can be found in WVC&R's current proposal, Section 1.45 Appendix A, the Redline Version of Current Contract.
- Roll-off Box rental – what types of boxes are available, what types of materials are accepted, how and when to order a box and an explanation of roll-off exclusivity, how it works and why.
- How to contact WVC&R for service issues, damaged containers, free site assessments, recycling outreach, account inquiries and additional information.

#### Public Education Activities to Be Performed throughout the Term of the Agreement

- Prepare and distribute a Recyclable Materials resource guide to provide vendors' names, numbers and contacts for purchasing recycled products, re-use donation locations, and other recyclable materials companies, to be updated annually.
- Prepare and distribute a quarterly newsletter to be distributed to all businesses promoting and explaining the programs. The newsletter shall be reviewed and approved by the Authority. The newsletter will be delivered quarterly with an invoice; for those who do not receive a paper invoice via mail, an e-newsletter will be sent to their email address.
- Prepare and distribute an annual notification of AB341, California's Mandatory Commercial Recycling Program, who is affected, what is required and how to obtain further information
- Continually recruit new customers for the clean food waste composting program, as well as audit for elimination of contaminants.

#### **All Customers**

Company shall develop and implement a public education program designed to educate Generators regarding proper methods of handling and disposing of Hazardous Waste and a load inspection program for Company's personnel to detect and discover Hazardous Waste placed by Generator for Collection by Company.



South Santa Clara County  
**RECYCLE  
GUIDE**  
for **Yard Waste, Recyclables** and **Garbage**



JANUARY 2010

♻️ Printed on 30% recycled paper



**RECYCLABLES** Please place all recyclable materials together in your blue recyclables container.

All items must fit inside the recyclables container with the lid closed.

**METAL** Empty and rinse as appropriate

- 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, cans)
- Nets and bolts

- Paint cans (remove excess paint, let residue dry)
- Pot food cans
- Pipes
- Plumbing fixtures
- Pins and nails
- Propane/gas tanks (make off)
- Screws and nails

- Spring goods - metal
- Tools - metal
- Upry - metal
- Umbrellas - metal
- Urnets - metal

**GLASS** Empty and rinse as appropriate

- Beverage bottles
- Blue glass
- Broken glass
- Dishtubs - glass

- Food jars
- Windows - unsealed/untempered

- Wine bottles

**PAPER** Shredder and tape are acceptable

- Books - hardback and softback
- Carbonless paper (e.g., receipts)
- Cardboard - unwaxed (fit inside or bundle inside)
- Cardstock and tractor bases (removal lines)
- Coffee cups - cardboard (e.g., from coffee shops)
- Colored or construction paper
- Computer paper
- Coupons
- Egg cartons - cardboard
- Envelopes (plastic window OK)
- Fasten food packaging - cardboard
- Gift wrap (no metals/tulle)
- Juice boxes and cartons - non aseptic
- Junk mail

- Magazines and catalogs
- Mailing - cardboard (e.g., FedEx, UPS)
- Milk and cream cartons
- Newspaper - clean (including inserts)
- Paper bags
- Paper cups and plates - uncoated
- Photographs - photo paper

- Pizza delivery boxes - clean
- Shoe boxes
- Shredded paper (fit in clear plastic bag)
- Telephone books
- Tissue paper (e.g., gift wrap, dry cleaning)
- White office paper

**PLASTIC** Empty and rinse as appropriate

- Auto parts - plastic (no fluids)
- Baby wipe containers
- Bottles - plastic
- Beverage bottles (e.g., soda, juice, water)
- Black and detergent bottles
- Bubble wrap
- Bushels (removal handles)
- Carb hangers - plastic
- Coffee cup lids
- Coolers
- Crates - plastic
- Disposable nappies
- Flower pots - plastic
- Food containers (e.g., cottage cheese, yogurt)
- Furniture - plastic (e.g., chairs, tables)
- Gloves - rubber (not single use or latex disposable)

- Floors (e.g., car, garden, appliance)
- Household cleaner bottles (non toxic)
- Mailboxes
- Mail cartons
- Pipe - plastic
- Plastics (with numbers 1-7)
- Prescription bottles (must be empty)
- Shampoo and conditioner bottles

- Shelving - plastic
- Squeezable bottles (e.g., ketchup, mayo, ketchup)
- Swimming pools (e.g., rigid, inflatable)
- Take-out food containers - plastic
- Toys - plastic
- Umbrellas - plastic (e.g., park, beach)

**FILM PLASTICS** Bundle in clear plastic bags and tie the top

- Food bags
- Call/phone bags (e.g., party, salad, condiments)
- Dry cleaning bags
- Fasten food bags or pouches
- Newspaper bags
- Parcel wrap

- Plastic or wax liners (e.g., from food packaging)
- Plastic wrap
- Produce bags

- Shopping bags
- Shrink wrap

**ELECTRONIC WASTE**

- Appliances - small (e.g., coffee maker, microwave)
- Calculators
- Cameras
- Cell phones
- Computer mice
- Cords - tied up (e.g., telephones, computer appliance)
- DVDR, VCRs, DVD players
- Fax machines
- Ink cartridges and toner

- Keyboards
- Modems
- Printers\*
- Routers

- Scanners
- Stereos\*
- Telephones



**GARBAGE** Please place all NON-reusable NON-recyclable, NON-compostable and NON-hazardous items in your garbage container.

All items must fit inside the garbage container with the lid closed.

<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>• Dishware - ceramic</li> <li>• Eye glasses</li> </ul>	<ul style="list-style-type: none"> <li>• Glass art</li> <li>• Incandescent light bulbs</li> </ul>	<ul style="list-style-type: none"> <li>• Mirrors</li> </ul>
<p><b>PAPER</b></p> <ul style="list-style-type: none"> <li>• Asseptic containers (e.g., juice, soup)</li> <li>• Bleached paper (recycle the cover sheet)</li> <li>• Cardboard paper</li> <li>• Cardboard - unsealed or sealed</li> </ul>	<ul style="list-style-type: none"> <li>• Envelopes (e.g., padded, "junk")</li> <li>• Ice cream cartons</li> <li>• Newspapers - dirty (soiled, pet waste or food/grease)</li> <li>• Paper cups and plates - coated</li> </ul>	<ul style="list-style-type: none"> <li>• Paper napkins</li> <li>• Paper towels</li> <li>• Photographs - Polaroid</li> <li>• Pizza delivery boxes - sealed (food, grease)</li> </ul>	<ul style="list-style-type: none"> <li>• Take-out food containers (e.g., fast food)</li> <li>• Thermal ice paper</li> <li>• Tissues (e.g. Kleenex)</li> <li>• Waxed paper</li> </ul>
<p><b>PLASTIC</b></p> <ul style="list-style-type: none"> <li>• Credit cards</li> <li>• Fast unrecap beverage pouches</li> <li>• Gloves - latex (single use and disposable)</li> </ul>	<ul style="list-style-type: none"> <li>• Pipes - PVC</li> <li>• Rubber bands</li> <li>• Shoes</li> </ul>	<ul style="list-style-type: none"> <li>• Snows</li> <li>• Take-out food containers - polystyrene foam</li> <li>• Tapes</li> </ul>	<ul style="list-style-type: none"> <li>• Toothpaste and denture tubes</li> <li>• Utensils - plastic (e.g., spoons, forks, knives)</li> <li>• Webbing/ribs (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>• Foam packing (e.g., from electronics)</li> <li>• Matt traps - molded foam</li> </ul>	<ul style="list-style-type: none"> <li>• Packing "peanuts"</li> </ul>	<ul style="list-style-type: none"> <li>• Take-out food containers - polystyrene foam</li> </ul>
<p><b>FABRICS and TEXTILES</b></p> <ul style="list-style-type: none"> <li>• Broom</li> <li>• Burlap</li> <li>• Carpets and rugs</li> <li>• Clean cotton</li> <li>• Diapers - cloth or disposable</li> </ul>	<ul style="list-style-type: none"> <li>• Clothing accessories (e.g. belts, purses)</li> <li>• Down - filled items</li> <li>• Electric blankets</li> <li>• Fabrics - clean or soiled with chemicals, oil, or paint</li> </ul>	<ul style="list-style-type: none"> <li>• Leather goods</li> <li>• Linen</li> <li>• Pillows</li> <li>• Polyester</li> <li>• Ropes</li> </ul>	<ul style="list-style-type: none"> <li>• Rubber</li> <li>• Shoes</li> <li>• Stuffed animals</li> <li>• Vinyl</li> <li>• Wood</li> </ul>
<p><b>ELECTRONIC WASTE</b></p> <ul style="list-style-type: none"> <li>• Audio and video tapes</li> </ul>	<ul style="list-style-type: none"> <li>• CDs and DVDs (e.g., computers, music)</li> </ul>	<ul style="list-style-type: none"> <li>• Speakers</li> </ul>	
<p><b>FOOD SCRAPS</b></p> <ul style="list-style-type: none"> <li>• Bones</li> <li>• Bread</li> <li>• Coffee grounds</li> <li>• Compostable plastic bags</li> <li>• Compostable plastics</li> </ul>	<ul style="list-style-type: none"> <li>• Crusts</li> <li>• Dairy products (e.g., cheese)</li> <li>• Dough</li> <li>• Eggs</li> <li>• Filters (e.g., coffee, tea)</li> </ul>	<ul style="list-style-type: none"> <li>• Fish</li> <li>• Fruits</li> <li>• Grains (e.g., rice)</li> <li>• Meats</li> <li>• Pasta</li> </ul>	<ul style="list-style-type: none"> <li>• Poultry (e.g., chicken, turkey meat)</li> <li>• Shellfish</li> <li>• Tea bags</li> <li>• Vegetables</li> </ul>
<p><b>YARD WASTE</b></p> <ul style="list-style-type: none"> <li>• Ashes (hot ashes prohibited)</li> <li>• Bamboo</li> <li>• Burlap</li> <li>• Concrete*</li> <li>• Construction lumber (painted, treated)</li> </ul>	<ul style="list-style-type: none"> <li>• Crates - wood*</li> <li>• Dirt*</li> <li>• Food scraps</li> <li>• Lumber (painted, treated)</li> <li>• Manure</li> </ul>	<ul style="list-style-type: none"> <li>• Palm fronds</li> <li>• Pampas grass</li> <li>• Pet waste</li> <li>• Poison oak</li> <li>• Rocks*</li> </ul>	<ul style="list-style-type: none"> <li>• Soil*</li> <li>• Topsoil*</li> <li>• Wood chips*</li> <li>• Wood wastes*</li> </ul>

## YARD WASTE

Please place all yard waste together in your green yard waste container.

All items must fit inside the yard waste container with the lid closed.

- Branches - cut to fit loosely in container
- Cacti
- Christmas trees (spruce/decorations removed)
- Construction lumber (unpainted, untreated)
- Flax
- Flowers
- Grass clippings
- Hay
- Ivy
- Ice plant
- Landscape vegetation
- Leaves
- Lumber (unpainted, untreated) - cut to fit loosely in container
- Paper trimmings
- Sawdust
- Shrub
- Small pruning
- Sod (remove as much soil as possible)
- Shrubs - cut to fit loosely in container
- Succulents
- Tree trimmings - cut to fit loosely in container
- Turf

## HAZARDOUS WASTE

These items **cannot** go into the garbage, recycling or yard waste cart for collection.

- Auto and Brake Fluids
- Car batteries
- Cleaning fluids
- Coolants\*
- 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, metal cadmium, lithium)
- Mercury thermometers and thermocouples
- Mixtures\*
- Motor oil\*\*
- Oil filters\*\*
- Paints (e.g., oil based and latex)
- Plastics and lenses
- Pool and spa chemicals
- Solvents
- Syringes and sharps
- "televisors"
- Transmission fluid

For more information, please call the Santa Clara County Household Hazardous Waste Program at **408.299.7300** or visit [www.hhw.org](http://www.hhw.org).

\*These items can be collected curbside as bulky items, please call Customer Service or **408.282.4800** to schedule a pick-up appointment.

\*\*See information in Extra Services for disposal options through GreenWaste.

## EXTRA SERVICES

### Bulky Item Collection

Furniture, refrigerators or other large items may be picked up at your curb for a small fee per item. To schedule a pickup appointment, call Customer Service.

### E-Waste

GreenWaste accepts TVs, computers and computer monitors as Bulky items. Please call Customer Service 48 hours in advance of your regular collection day to schedule a pick-up appointment.

### Extra Garbage

Call Customer Service to arrange for pick-up of extra garbage. Extra garbage must be placed in a 32-gallon can or 32-gallon bag. Please call Customer Service prior to your collection day to schedule an extra garbage collection.

### Household Batteries

To recycle small batteries, simply place the batteries in a clear Ziploc bag and place the items on top (not inside) of your recycling cart.

### Used Motor Oil and Motor Oil Filters

To recycle used motor oil and filters of curbside, you must use FREE GreenWaste issued oil jugs and filter bags because they are designed to prevent leaks. Please place filled oil jugs and filter bags on curb near your recycling cart for collection. Oil mixed with other automotive fluid will not be collected. To order FREE oil jugs and filter bags, call Customer Service.

## CART SET-OUT

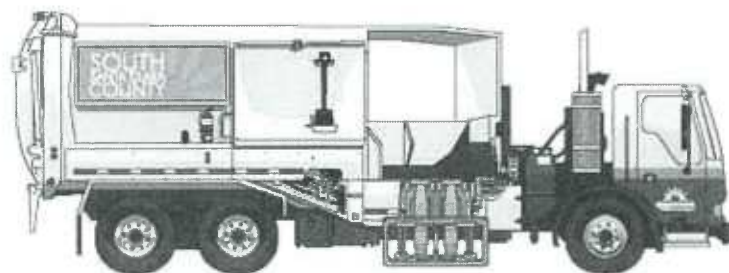
### Cart Set-Out and Weight Restrictions

Cart cannot exceed the weight and load below.



South Santa Clara County  
**IMPORTANT**  
CONTACT INFO

<b>Green Waste Recovery Customer Service</b>	<b>408.283.4500</b>
County Integrated Waste Management Division	408.282.3180
County Household Hazardous Waste Program	408.299.7300
Home Composting Education Program	408.918.4640
Recycling Hotline	800.533.8414
County Services	211
Animal Care & Control	408.686.3900
Anti-Hate Hotline	408.279.0111
Community Mediation Services	408.792.2314
County Assessor	408.299.5500
County Park Reservations	408.355.2201
Consumer Protection Unit	408.792.2880
County Library Services	408.293.2326
Meals on Wheels	408.975.4860
Office of the Sheriff	408.808.4900
Public Health Services	408.792.5040
Registrar of Voters	408.299.8683
Road Services	408.494.2700
Social Services	408.491.6300
Scanner Reporting	800.SCANNER
Vector Control	408.918.4770
VTA	408.321.2300
Zoning & Code Enforcement	408.299.5770
Emergency	911
Poison Control Hotline	800.876.4766



**EXHIBIT 6**  
**INITIAL RATES**

# West Valley Collection & Recycling

## West Valley Cities Rates

Rates Effective 7/1/2013

	Campbell	Los Gatos	Monte Sereno	Saratoga
<b>Residential</b>				
<i>Regular:</i>				
20-gallon	\$ 18.01	\$ 17.41	\$ 21.21	\$ 18.94
35-gallon	\$ 23.50	\$ 22.81	\$ 27.67	\$ 24.71
65-gallon	\$ 47.00	\$ 45.62	\$ 55.35	\$ 49.43
95-gallon	\$ 70.51	\$ 68.44	\$ 83.02	\$ 74.14
 <i>Sr. Citizen:</i>				
20-gallon	\$ 12.00	\$ 17.24	\$ -	\$ -
35-gallon	\$ 15.67	\$ 22.51	\$ -	\$ -
 <b>Commercial</b>				
<i>Commercial-1.5 Yards</i>				
1 p/u per week	\$ 117.66	\$ 132.71	\$ 163.21	\$ 162.50
2 p/u per week	\$ 236.99	\$ 287.36	\$ 328.78	\$ 327.46
3 p/u per week	\$ 356.31	\$ 402.02	\$ 494.35	\$ 492.42
4 p/u per week	\$ 475.64	\$ 536.67	\$ 659.92	\$ 657.38
5 p/u per week	\$ 594.97	\$ 671.33	\$ 825.49	\$ 822.34
6 p/u per week	\$ 714.30	\$ 805.98	\$ 991.06	\$ 987.30
Extra Dump	\$ 27.15	\$ 31.06	\$ 37.66	\$ 37.50
Saturday Dump	\$ 27.54	\$ 31.51	\$ 38.21	\$ 38.07
<i>Commercial-2 Yards</i>				
1 p/u per week	\$ 156.87	\$ 176.94	\$ 217.62	\$ 216.67
2 p/u per week	\$ 315.98	\$ 356.48	\$ 438.37	\$ 436.61
3 p/u per week	\$ 475.09	\$ 536.02	\$ 659.13	\$ 656.56
4 p/u per week	\$ 634.19	\$ 715.56	\$ 879.89	\$ 876.50
5 p/u per week	\$ 793.30	\$ 895.10	\$ 1,100.65	\$ 1,096.45
6 p/u per week	\$ 952.40	\$ 1,074.64	\$ 1,321.41	\$ 1,316.39
Extra Dump	\$ 36.20	\$ 41.42	\$ 50.22	\$ 50.00
Saturday Dump	\$ 36.72	\$ 42.01	\$ 50.94	\$ 50.76
<i>Commercial-3 Yards</i>				
1 p/u per week	\$ 235.31	\$ 265.42	\$ 326.42	\$ 325.00
2 p/u per week	\$ 473.97	\$ 534.73	\$ 657.56	\$ 654.92
3 p/u per week	\$ 712.63	\$ 804.03	\$ 988.70	\$ 984.84
4 p/u per week	\$ 951.29	\$ 1,073.34	\$ 1,319.84	\$ 1,314.76
5 p/u per week	\$ 1,189.95	\$ 1,342.65	\$ 1,650.98	\$ 1,644.67
6 p/u per week	\$ 1,428.60	\$ 1,611.96	\$ 1,982.11	\$ 1,974.59
Extra Dump	\$ 54.30	\$ 62.12	\$ 75.33	\$ 75.00
Saturday Dump	\$ 55.08	\$ 63.02	\$ 76.42	\$ 76.13
<i>Commercial-4 Yards</i>				
1 p/u per week	\$ 313.75	\$ 353.89	\$ 435.23	\$ 433.34
2 p/u per week	\$ 631.96	\$ 713.01	\$ 876.77	\$ 873.32
3 p/u per week	\$ 950.17	\$ 1,072.12	\$ 1,318.30	\$ 1,313.27
4 p/u per week	\$ 1,268.39	\$ 1,431.21	\$ 1,759.85	\$ 1,753.20
5 p/u per week	\$ 1,586.61	\$ 1,790.32	\$ 2,201.38	\$ 2,193.14
6 p/u per week	\$ 1,904.82	\$ 2,149.41	\$ 2,642.90	\$ 2,633.09
Extra Dump	\$ 72.40	\$ 82.83	\$ 100.44	\$ 100.01
Saturday Dump	\$ 73.44	\$ 84.03	\$ 101.90	\$ 101.52



# West Valley Collection & Recycling

## West Valley Cities Rates

Rates Effective 7/1/2013

	Campbell	Los Gatos	Monte Sereno	Saratoga
<b>Commercial-6 Yards</b>				
1 p/u per week	\$ 470.62	\$ 530.83	\$ 652.85	\$ 650.01
2 p/u per week	\$ 947.94	\$ 1,069.45	\$ 1,315.12	\$ 1,309.84
3 p/u per week	\$ 1,425.26	\$ 1,608.07	\$ 1,977.40	\$ 1,969.68
4 p/u per week	\$ 1,902.57	\$ 2,146.69	\$ 2,639.88	\$ 2,629.51
5 p/u per week	\$ 2,379.89	\$ 2,685.30	\$ 3,301.95	\$ 3,289.35
6 p/u per week	\$ 2,857.21	\$ 3,223.92	\$ 3,964.23	\$ 3,949.18
Extra Dump	\$ 108.61	\$ 124.25	\$ 150.06	\$ 150.00
Saturday Dump	\$ 110.15	\$ 126.04	\$ 152.83	\$ 152.27
<b>Commercial-Cans</b>				
1	\$ 11.77	\$ 13.27	\$ 16.32	\$ 16.25
2	\$ 23.53	\$ 26.54	\$ 32.64	\$ 32.50
3	\$ 35.30	\$ 39.80	\$ 48.96	\$ 48.75
4	\$ 47.06	\$ 53.07	\$ 65.28	\$ 65.00
5	\$ 58.83	\$ 66.34	\$ 81.60	\$ 81.25
6	\$ 70.59	\$ 79.61	\$ 97.93	\$ 97.50
7	\$ 82.36	\$ 92.88	\$ 114.25	\$ 113.75
8	\$ 94.12	\$ 106.14	\$ 130.57	\$ 130.00
9	\$ 105.89	\$ 119.41	\$ 146.89	\$ 146.25
12	\$ 141.19	\$ 159.22	\$ 195.85	\$ 195.00
13	\$ 152.95	\$ 172.48	\$ 212.17	\$ 211.25
15	\$ 176.48	\$ 199.02	\$ 244.81	\$ 243.75
18	\$ 211.78	\$ 238.82	\$ 293.78	\$ 292.50
22	\$ 258.84	\$ 291.89	\$ 359.06	\$ 357.50
27	\$ 317.67	\$ 358.23	\$ 440.66	\$ 438.75
30	\$ 352.98	\$ 398.04	\$ 489.63	\$ 487.50
34	\$ 400.03	\$ 451.11	\$ 554.91	\$ 552.50
43	\$ 505.91	\$ 570.52	\$ 701.80	\$ 698.75
50	\$ 588.27	\$ 663.40	\$ 816.05	\$ 812.50
54	\$ 635.33	\$ 716.47	\$ 881.33	\$ 877.50
<b>Debris Box (cu. yds.)</b>				
8*	\$ 420.20	\$ 422.80	\$ 414.77	\$ 423.22
20	\$ 552.24	\$ 556.71	\$ 542.88	\$ 557.45
30	\$ 667.65	\$ 673.08	\$ 658.32	\$ 673.95
40	\$ 783.05	\$ 789.40	\$ 769.75	\$ 790.44
40 - Special - Woodwas	\$ 475.78	\$ 478.35	\$ 470.32	\$ 478.78
*plus actual disposal charge				
<b>Compactor (cu. yds.)</b>				
10	\$ 552.24	\$ 556.71	\$ 542.88	\$ 557.45
12	\$ 598.41	\$ 603.25	\$ 588.25	\$ 604.05
15	\$ 667.65	\$ 673.08	\$ 658.32	\$ 673.95
16	\$ 690.73	\$ 696.32	\$ 679.00	\$ 697.24
18	\$ -	\$ 737.85		
20	\$ 783.05	\$ 789.40	\$ 769.75	\$ 790.44
25	\$ 898.45	\$ 905.74	\$ 883.19	\$ 906.94
26	\$ 921.54	\$ 929.01	\$ 905.88	\$ 930.24
28	\$ 967.70	\$ 975.54	\$ 951.26	\$ 976.83
30	\$ 1,013.86	\$ 1,022.08	\$ 996.63	\$ 1,023.43
36	\$ 1,152.34	\$ 1,161.69	\$ 1,132.76	\$ 1,163.23
40	\$ 1,244.67	\$ 1,254.76	\$ 1,223.51	\$ 1,256.42

**West Valley Collection & Recycling**  
**West Valley Cities Rates**

**Rates Effective 7/1/2013**

	<u>Campbell</u>	<u>Los Gatos</u>	<u>Monte Sereno</u>	<u>Saratoga</u>
<b>FEL 2CY Compactor</b>				
1 p/u per week	\$ 212.43	\$ 230.45	\$ -	\$ -
2 p/u per week	\$ 426.59	\$ 463.47	\$ -	\$ -
3 p/u per week	\$ 641.06	\$ 696.53	\$ -	\$ -
4 p/u per week	\$ -	\$ 927.57	\$ -	\$ -
5 p/u per week	\$ 1,070.06	\$ -	\$ -	\$ -
6 p/u per week	\$ 1,283.09	\$ -	\$ -	\$ -
<b>FEL 3CY Compactor</b>				
1 p/u per week	\$ 314.66	\$ 345.70	\$ -	\$ 417.78
2 p/u per week	\$ 632.85	\$ 695.22	\$ -	\$ 840.25
3 p/u per week	\$ 951.04	\$ 1,042.22	\$ -	\$ 1,262.72
4 p/u per week	\$ -	\$ 1,390.59	\$ -	\$ -
5 p/u per week	\$ 1,414.21	\$ -	\$ -	\$ -
6 p/u per week	\$ 1,735.40	\$ -	\$ -	\$ -
<b>FEL 4CY Compactor</b>				
1 p/u per week	\$ 415.10	\$ 460.88	\$ -	\$ 557.03
2 p/u per week	\$ 826.51	\$ 926.93	\$ -	\$ 1,120.31
3 p/u per week	\$ 1,239.14	\$ 1,391.69	\$ -	\$ 1,683.59
<b>Yard Waste Box</b>				
20	\$ 434.28	\$ 437.91	\$ -	\$ -

## West Valley Collection & Recycling

### MISCELLANEOUS RESIDENTIAL CHARGES

CHARGE	AMOUNT
EXTRA YAW CART (PER MONTH UP TO 95-GALLONS IN EXCESS OF THREE 95-GALLON CARTS)	\$11.00
START/STOP CHARGE (1 MONTH)	\$10.72
FIRST SPECIAL PICK-UP (UP TO 3 ITEMS, LIMITED TO APPROVED ITEMS (Residential Customers only)*	\$20.00
ADDITIONAL SPECIAL PICK-UP (UP TO 3 ITEMS, LIMITED TO APPROVED ITEMS)(Residential Customers Only)	\$84.84
Extra Stickers	\$5.88
AUTOMATIC BILL PAY	NO CHARGE
<b>3-YARD "RENT-ME" SERVICE</b>	<b>\$214.42</b>
<b>4-YARD "RENT-ME" SERVICE</b>	<b>\$236.99</b>

\* Effective July 1, 2014.

### MISCELLANEOUS COMMERCIAL CHARGES

KEY/PUSH-OUT**	FREQUENCY PER WEEK					extra PIU
	1	2	3	4	5	
0-25 (LOCKS)	\$20.09	\$40.18	\$60.25	\$80.34	\$100.43	\$12.46
25-50	\$40.18	\$80.34	\$120.52	\$160.68	\$200.86	\$24.91
50-75	\$60.25	\$120.52	\$180.77	\$241.02	\$301.27	\$37.37
75-100	\$80.34	\$160.68	\$241.02	\$321.36	\$401.70	\$49.81
100-125	\$100.43	\$200.86	\$301.27	\$401.70	\$502.13	\$62.27
125-150	\$120.52	\$241.02	\$361.54	\$482.04	\$602.56	\$74.72
150-175	\$140.59	\$281.20	\$421.79	\$562.38	\$702.98	\$87.18
175-200	\$160.68	\$321.36	\$482.04	\$642.72	\$803.40	\$99.63
200-250	\$180.77	\$361.54	\$542.28	\$723.06	\$903.83	\$112.09

\*\* ALL ARE MONTHLY CHARGES EXCEPT THE EXTRA PIU CHARGES

CHARGE	AMOUNT
SMALL COMPACTOR CHARGE (COMMERCIAL COMPACTED BINS SERVICED BY A FRONT-LOAD VEHICLE)	REGULAR BIN RATE + DISPOSAL CHARGE X (1+0.19)
LOCK INSTALLATION/REMOVAL	\$191.85
RELOCATE CHARGE (MOVE A DEBRIS BOX WITHOUT A DUMP)	\$112.85
"DRY RUN" CHARGE (REGULAR SERVICE - BOX EMPTY)	\$112.85
R/O Over Limit Tonnage	\$65.79
DEBRIS BOX RENTAL (PER DAY; IN EXCESS OF 7 DAYS)	\$11.29

**EXHIBIT 7**  
**INTENTIONALLY DELETED**  
**(Previously Implementation Plan)**

**EXHIBIT 8**  
**PAYMENTS BY COMPANY**

## PAYMENTS BY COMPANY

### 1) Franchise Fees

- a) Company shall pay a monthly Franchise Fee to each of the Cities using the following percentages:

Jurisdiction	Franchise Fee Percentage
City of Campbell	19%
City of Monte Sereno	19%
City of Saratoga	19%
Town of Los Gatos	19%

- b) The monthly Franchise Fee payment shall be calculated as follows:  
 Monthly Gross Revenues Collected less one twelfth (1/12) of the annual HHW Fee, Street Sweeping Fee, and JPA Administration Costs multiplied by the applicable percent.

- c) Such percentages may be changed at any time by Authority or the Cities.

### 2) Other City Fees

- a) Company shall pay the other City Fees including HHW, Street Sweeping, Vehicle Impact, and JPA Administrative Costs monthly to each of the Cities as follows:

Jurisdiction	HHW	Street Sweeping	Vehicle Impact	JPA Admin Costs	Other
City of Campbell	\$23,915	\$110,000	\$230,000	\$74,645	N/A
City of Monte Sereno	\$9,932	\$0	\$0	\$3,791	N/A
City of Saratoga	\$50,000	\$80,000	\$62,989	\$33,954	N/A
Town of Los Gatos	\$53,650	\$135,899	\$105,703	\$63,372	N/A

- b) Such fees may be changed at any time by Authority or the Cities.

**EXHIBIT 9**  
**FAITHFUL PERFORMANCE BOND**



**Bond Continuation Certificate  
Platte River Insurance Company**

June 28, 2013

District # 4025

**Principal:**

West Valley Collection & Recycling, I.I.C  
Attn: Brian Bigham  
1333 Old Oakland Road  
San Jose, CA 95112

It is agreed that the bond mentioned below hereby continues in force for the new term mentioned below,  
subject to all the covenants and conditions of the original bond referred to below.

This continuation is issued upon the express condition that the liability under said bond and all continuations  
thereof shall not be cumulative and shall in no event exceed the total sum referenced below.

**Bond Type:** Performance Bond  
**Bond Description:** Hauling  
**Obligee:** West Valley Solid Waste Management Authority  
**Bond Amount:** \$1,000,000.00  
**Bond Number:** 41073601

**New Term**

**Effective Date:** 08/14/2013  
**Expiration Date:** 08/14/2014

Platte River Insurance Company

By:



David W. Garese, Attorney-In-Fact

PHONE (916) 971-8844 / FAX (916) 971-8840  
3620 AMERICAN RIVER DR. SUITE 125, SACRAMENTO, CA 95864  
CALIFORNIA LICENSE #0B53997



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41280071

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

SARAH M. COLLINS, CATHERINE A. WUNDER, DAVID W. GARESE, AUDREY C. SKEEN

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, its surety and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 5th day of January, 2002

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purpose only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s) in fact, each appointee to have the powers and duties usual to such officers in the business of the Corporation, the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011

Attest:

*Richard W. Allen III*

Richard W. Allen III  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*David F. Pauly*

David F. Pauly  
CEO & President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say that he resides in the County of Dane, State of Wisconsin, that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal; that it was an affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Daniel W. Krueger*

Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 28th day of June, 2013



*Alan S. Ogilvie*

Alan S. Ogilvie  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4430

ACKNOWLEDGMENT

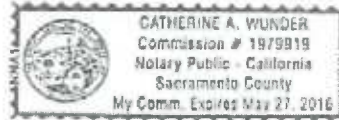
State of California  
County of Sacramento

On June 28th, 2013 before me, Catherine A. Wunder, Notary Public  
(insert name and title of the officer)

personally appeared David W. Garce  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Catherine A. Wunder (Seal)

**EXHIBIT 10**  
**DISPOSAL PAYMENT PROVISIONS**

## DISPOSAL PAYMENT PROVISIONS

The gate rates as of July 1, 2013 at the Designated Disposal Site are as follows:

	Disposal Rate	Green Waste Processing Rate (Beneficial Use at Guadalupe Landfill)	Construction and Demolition Debris Rate
State AB1220 Fee	\$ 1.40/Ton	n/a	n/a
Santa Clara County AB 939 Fee	\$ 4.10/Ton	n/a	n/a
Santa Clara County Solid Waste Planning Fee	\$ 0.78/Ton	n/a	n/a
City of San Jose Business Tax	\$13.00/Ton	n/a	n/a
City of San Jose Solid Waste Enforcement Fee	\$ 1.31/Ton	\$ 1.31/Ton	\$ 1.31/Ton
<b>Total Fee Component</b>	\$20.59/Ton	\$ 1.31/Ton	\$ 1.31/Ton
<b>Propriety Rate</b>	\$23.64/Ton	\$21.53/Ton	\$42.53/Ton
<b>Transportation Component</b>			
<b>TOTAL FEE</b>	\$44.21/Ton	\$22.82/Ton	\$43.82/Ton

**EXHIBIT 11**

**AUTHORITY APPROVED SUBCONTRACTORS**

## Authority-Approved Subcontractors

As of the Effective Date of this agreement the following subcontractors have been approved by the Authority.

Subcontractor	Approved to Perform
GreenWaste Recovery Incorporated 625 Charles Street, San José, CA	Processing of Recyclable Materials and Food Scraps

**EXHIBIT 12**  
**INTENTIONALLY OMITTED**  
**(Previously Notary Certification)**

**EXHIBIT 13**  
**CART SPECIFICATIONS**



## **CART SPECIFICATIONS**

### **A. CART DESIGN REQUIREMENTS**

#### **1. General**

The Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. All Carts selected shall be subject to Authority approval.

#### **2. Cart Handles**

The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles will provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

#### **3. Cart Lid**

Each Container shall be provided with a lid that continuously overlaps and comes in contact with the Container body or otherwise causes an interface with the Container body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Container to conveniently and easily open and shut the lid throughout the serviceable life of the Container;
- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Container from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Container body.

#### **4. Cart Colors**

The Solid Waste, Recyclable Materials, and Green Waste Carts will be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Color must be uniform within each Container. Solid Waste Carts shall be black or gray. Recyclable Materials

Carts shall be blue. Green Waste Carts shall be brown. Company may propose other colors for Carts, which are subject to approval by the Authority. For all colors including those prescribed in this paragraph, the Company shall obtain written approval from the Authority for the Cart color before Company's purchase of the Carts.

## 5. Identification Markings

All markings on the Containers shall be approved by the Authority in advance of ordering Carts. An arrow (at least 3 inches by 5 inches) hot stamped in white color shall be placed on the lid, indicating the direction of Cart placement.

In character size of no less than 3/16 inch, the phrase:

**PLACE CONTAINER WITH ARROW FACING**

**STREET FOR COLLECTION**

Additionally, the **SOLID WASTE, RECYCLING** or **GREEN WASTE** must be hot stamped in white color on the front or sides of the Cart in characters no less than one inch.

## B. CART PERFORMANCE REQUIREMENTS

### 1. General

All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

### 2. Cart Load Capacity

Depending on the capacity, the Carts shall have a minimum load capacity as noted below without Container distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Size (Gallons)	Minimum Load Capacity (LBS)
90-101	200
60-68	130
30-35	70
20	40

### 3. Cart Durability

Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the Authority.

#### **4. Chemical Resistant**

Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

#### **5. Stability and Maneuverability**

The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or an open position.

The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction.

The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

#### **6. Lid Performance**

Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;
- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,
- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Container.

#### **7.     Reparability**

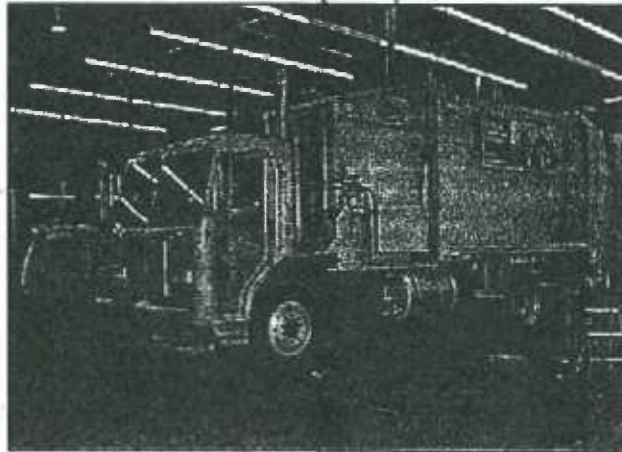
Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by the Company personnel. All repairs must restore the Container to its full functionality to meet the design and performance requirements as set for herein.

**EXHIBIT 14a**  
**CURRENT SERVICE DESCRIPTION**

## 2.0 Technical Proposal for Collection Services

Successful collection of solid waste and recyclable materials, as well as, successful diversion of recyclable materials is dependent upon a solid operation and implementation program. We are very experienced in providing collection services, responsiveness to customer needs and proper processing and marketing of recyclable materials. West Valley Collection and Recycling, LLC (WVC&R) is firmly committed to the development and implementation of such programs for smooth transition and superior service performance for the West Valley Solid Waste Management Authority.

WVC&R's office and maintenance facility is located at 1333 Oakland Road in San Jose. This facility will encompass all vehicle parking, personnel staging, container storage; management and administrative operations, dispatch and maintenance facilities for our proposed collection services. Our maintenance facility has eight maintenance bays that currently are not in use and are available for increased service needs.



WVC&R's Maintenance Facility

For maintenance of all vehicles discussed in Section 2.1 Solid Waste Collection, Section 2.2 Recyclable Materials Collection and Section 2.3 Green Waste Collection, the following preventative maintenance program shall be performed. Preventative maintenance at GreenTeam complies with Waste Connection's strict district requirements. The preventative maintenance for each vehicle includes:

PROCEDURE	PREVENTIVE MAINTENANCE DESCRIPTION AND FREQUENCY
PMA	14 days, bi-weekly inspection of gauges, brakes, and safety equipment. Compliance with all DOT items.
PMB	42 days, all maintenance items on PMA, all chassis and body items, engine oil sampling
PMC	720 days, auto transmission service
D1	360 days, hydraulic service
D2	360 days, manual transmission
D3	360 days, adjust valves
D4	360 days, winterization (coolant test)
PME	360 days, DOT inspection
PMG	90 days, trailer service & inspection

Personnel training for all services discussed in Section 2.1, Solid Waste Collection, Section 2.2 Recyclable Material Collection and Section 2.3 Green Waste Collection will be performed by GreenTeam and complies with Waste Connection's strict requirements. GreenTeam provides extensive personnel training programs to all of its employees. All employees, including solid waste, recyclables and green waste collection drivers, must participate and successfully complete these training programs, which include safety training, to achieve permanent employment. All new employees receive initial safety and orientation training which includes, but is not limited to, review of GreenTeam's Drug and Alcohol Policy, Sexual Harassment Training, GreenTeam's Injury and Illness Prevention Program, Emergency Action Plan, Safety Rules and Discipline Program, and Accident and Injury Reporting Procedures. In addition to the initial safety orientation, all new drivers are required to participate in a 10 day training program where they must "pass" with management approval on a daily basis to progress to the next level. During this intensive training program, new drivers review many topics, including commercial driver safe work practices, PPE, hazard communication, seat belt requirements, confined spaces, and lock out/tag out requirements and procedures.

GreenTeam holds regularly scheduled monthly safety meetings for all employees. Safety committee meetings are also held on a monthly basis. Additionally, various safety meetings are presented throughout the year on an as needed basis. For example, employees are required to attend post accident safety training. Employees who are changing jobs receive refresher training. Managers may request that certain or all employees receive refresher training.

GreenTeam is in full compliance with EEO and ADA requirements.

## 2.1 Solid Waste Collection

Listed below is WVC&R's narrative describing our specific plans for the solid waste collection services as requested in the RFP and described in the Agreement.

### Single-family Solid Waste and Green Waste Collection Services

Single-family solid waste will be collected on a weekly basis utilizing Labrie fully automated split-body side loaders. On regular routes, collection of solid waste and green waste will occur by use of a single split body truck with an articulating arm that loads from the side.

The collection vehicle will approach carts at the curbside of a household. An articulated arm, controlled in the cab, will extend and grasp the carts with green waste and unload the container's contents into the hopper. The diversion blade will ensure green waste is deposited into its appropriate compartment. After unloading the green waste container and returning it to its original location, the driver will then grasp the refuse container and unload it in the hopper. The packer panel will be activated to compress the unloaded materials into the body, as necessary.

WVC&R will create separate routes for hard-to-serve, narrow streets, alleys, condominium complexes and courts. This is discussed under the *Hard-To-Serve* portion of this section.

WVC&R expects to collect approximately 16,502 tons of solid waste and 27,243 tons of green waste including hard-to-serve single-family areas.

For solid waste and green waste collection, WVC&R will utilize 12 new Labrie side loaders at a cost of \$232,565 per vehicle. The split body holds 31 cubic yards and 9 tons total with the compartments being split in a 60/40 capacity. The green waste will occupy the 60% compartment and the solid waste will occupy the 40% compartment. Manufacturer's specifications for these vehicles are included in Attachment 3 at the end of this proposal. There will be one driver per truck. Additionally, we will purchase a spare for a total of 13 single-family solid waste and green waste collection vehicles.

13	Labrie	Fully Automated Split Body Side Loaders	31	9	\$232,565 per truck	New	One	Attachment 3
----	--------	-----------------------------------------	----	---	---------------------	-----	-----	--------------

WVC&R has extensive experience with the use of co-collection trucks and has successfully used them for collection in various solid waste, recyclables and green waste collection contracts. This automated split-body technology is appropriate for weekly collection as it enables collection of two separate materials in a single pass.



The number of collection vehicles on the road is reduced, thereby, decreasing wear and tear on city streets, creating less noise and fewer air emissions.

GreenWaste has successfully utilized split-body trucks in Lexington Hills, the Town of Woodside, the Town of Portola Valley, the City of Red Bluff and Tehama County. GreenTeam has used Labrie fully automated split body trucks successfully in the City of San Jose's single-family residential solid waste and recycling collection program since July, 2002.

For solid waste collection, carts will be provided by either Schaefer or Otto Industries and will be made of HDPE plastic containing not less than 20% recyclable material. These carts have a 25-mile per hour wind stability and have been proven stable in wind tunnel tests well over 30-miles per hour. With Schaefer, residents will be able to choose from a 20 gallon insert, or a 35, 65 or 95 gallon cart for solid waste. With Otto, residents will be able to choose from a 20 gallon insert, or a 32, 64 or 96 gallon cart for solid waste. For the remainder of this proposal, Otto's specifications are used. See Attachment 4 for cart specifications.

WVC&R expects to order a total of 28,658 carts and 400 twenty (20) gallon inserts for single-family solid waste collection including hard-to-serve areas in the following breakdown:

Quantity	Item	Estimated Cost	Reference
400	20 gallon inserts	\$23.61	Attachment 4
23,106	32 gallon carts	\$34.61	Attachment 4
4,174	64 gallon carts	\$42.61	Attachment 4
1,378	96 gallon carts	\$44.61	Attachment 4

\*This includes cost of distribution to customers

Carts will be delivered directly to GreenTeam's San Jose facility from the manufacturer. We have worked closely with Schaefer and Otto in past start-ups and have found their delivery and cart quality to be excellent.

Schaefer or Otto will deliver carts to customers each day over a 4 to 5 week period. WVC&R will provide route sheets and staging area information to insure a successful cart delivery process. Specifications for these carts can be found in Attachment 4.

**Hard-To-Serve Areas**

For collecting in hillside areas, narrow streets, courts, alleys, and otherwise hard-to-serve areas, we will utilize a Labrie Minimax, which can operate on both a fully automated and semi-automated basis. This truck holds 12 cubic yards and 4.5 tons total with compartments being split in a 50/50 capacity. Like regular single-family service, this truck will collect green waste and solid waste. The cost of the vehicle is

\$137,106. Additionally, we will purchase a spare for a total of 2 new hard-to-serve single-family solid waste and green waste collection vehicles.

2	Labrie Minimax	Fully/Semi-Automated Split Body Side Loader	14	4.5	\$137,106	New	One	Attachment 5
---	----------------	---------------------------------------------	----	-----	-----------	-----	-----	--------------

The advantages with this vehicle include:

- o Reduced number of vehicles on hard-to-serve roads
- o Better Manuverability on hard-to-serve roads
- o Reduced emissions and vehicle noise

The collection vehicle will approach a household, and if necessary, the driver will dismount and manually place the carts on the tipper and activate the truck to tip the cart. The driver will first unload the green waste where the diverter blade will ensure green waste is deposited into the appropriate compartment. After unloading the green waste container and returning it to its original location, the driver will then grasp the refuse container and unload it in the hopper. Where possible, this vehicle will collect carts on a fully automated basis.

**Multi-Family Services and Commercial Services**

For the multi-family and commercial services, WVC&R proposes to collect solid waste on at least a weekly basis in front loader bins utilizing 7 new 40 cubic yard LEACH Front Loaders with 10.5 ton capacity at a cost of \$213,583. These front loaders will be used to service both multi-family 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. WVC&R does not expect difficulties with this type of collection.

WVC&R expects to collect 39,208 tons of solid waste from multi-family complexes, commercial complexes, and City facilities. Additionally, we will purchase a spare for a total of 8 new multi-family and commercial services collection vehicles.

8	LEACH	Front Loader	40	10.5	\$213,583	New	1	Attachment 6
---	-------	--------------	----	------	-----------	-----	---	--------------

Bins will be provided by Consolidated Fabricators Corporation and will be available in 1.5, 2, 3, and 6 cubic yard sizes. Bin prices are shown in the table below. Manufacturer's specifications for these bins are in Attachment 7 at the back of this

proposal. WVC&R will order the following quantities for multi-family complexes and commercial facilities (this includes 5% inventory):

Quantity	Bin Size	Unit Price	Attachment
726	1.5 Cubic Yard	\$423.96	Attachment 7
578	2 Cubic Yard	\$447.62	Attachment 7
891	3 Cubic Yard	\$486.97	Attachment 7
154	6 Cubic Yard	\$758.03	Attachment 7

Multi-family complexes and commercial facilities using carts for solid waste will be collected by the LEACH Front Loader truck using a tipper located on the forks of the truck. There will be one driver per truck. In instances where multi-family complexes are located in primarily single-family areas, the carts may be collected with the fully automated split-body trucks.

Multi-family complexes and commercial facilities will be issued the same Schaefer or Otto carts as described in the single-family solid waste scenario.

Multi-family complex managers will be contacted by mail and commercial managers will be contacted by mail and outreach personnel in advance of the start of service to determine appropriate solid waste bin or cart size. In the event that WVC&R is unable to make contact with respective managers, we will issue bins that are the same size as provided by the previous hauler.

To increase recycling diversion, managers will be encouraged to use recyclable bins or carts in sizes equal to or larger than their solid waste bins.

Carts for commercial customers will be provided by Schaefer or Otto as described in the single-family solid waste collection section of this proposal. Commercial carts will be serviced using a tipper located on the forks of the LEACH Front Loader.

WVC&R will order solid waste carts for commercial services in the following quantities:

Quantity	Bin Size	Unit Price	Attachment
24	32 gallon carts	\$34.61	Attachment 4
75	64 gallon carts	\$42.61	Attachment 4
420	96 gallon carts	\$44.61	Attachment 4

\*This includes cost of distribution to customers

**Debris Box and Compactor Services**

Drop box and non-front-load compactor services will be available on a scheduled and on-call basis. Each truck will have one driver.

For collection in debris boxes and solid waste compactors, WVC&R will utilize 2 debris box trucks with 10 ton capacity at a cost of \$140,977.

Quantity	Make/Model	Year	Capacity	Price	Condition	Notes
2	K-PAC	R/O	N/A	10	\$140,977	New One Attachment 8

WVC&R will order debris boxes in the following quantities:

Quantity	Capacity	Price	Attachment
2	8 cubic yards	\$3,083	Attachment 7
15	20 cubic yards	\$2,832	Attachment 7
3	30 cubic yards	\$3,522	Attachment 7
2	40 cubic yards	\$3,873	Attachment 7

Manufacturer's specifications for these debris boxes can be found in Attachment 7 located at the back of this proposal.

Front loader compactors will be serviced by WVC&R front load trucks with one driver per truck. WVC&R expects to collect 14,821 tons of solid waste from drop boxes and compactors.

**2.2 Recyclable Materials Collection**

Listed below is WVC&R's narrative description of our specific plans for recyclable materials collection, processing and marketing services requested in the RFP and described in the Agreement.

**2.2.1 Collection**

**Single-family Collection**

Containerized "singlestream" recyclables will be collected on a weekly basis utilizing Labrie fully automated side loaders. These vehicles do not have a split body since they will only collect recyclables for delivery to the GreenTeam Material Recovery Facility.

These recycling collection vehicles will approach a household. An articulated arm controlled in the cab, will extend and grasp the container with recyclables and unload the container's contents into the hopper. The packer panel will be activated to compress the unloaded materials into the body, as necessary. These vehicles will have the same arms as those vehicles collecting green waste and solid waste.



Fully Automated Side Loader

WVC&R expects to collect approximately 14,043 tons of recyclables during the first year of the contract inclusive of hard-to-serve areas.

WVC&R will utilize 7 new Labrie side loaders at a cost of \$214,192 per vehicle. The vehicle holds 31 cubic yards and 10 tons. Additionally, we will purchase a spare for a total of 8 new single-family recyclable materials collection vehicles.

-8	Labrie	Fully Automated Side Loaders	31	10	\$214,192	New	One	Attachment 3
----	--------	------------------------------	----	----	-----------	-----	-----	--------------

Manufacturer's specifications for these vehicles are included in Attachment 3 at the end of this proposal. There will be one driver per truck.

**Hard-to-Serve Areas**

For collecting recyclables in hillside areas, narrow streets, courts, alley, and otherwise hard-to-service areas, we will utilize a Labrie Minimax, which can operate on both a fully automated and semi-automated basis. This vehicle also does not have a split body.

This truck holds 12 cubic yards and 4.5 tons payload. The cost of this vehicle is \$116,733.

1	Labrie Minimax	Fully/Semi-Automated Side Loader	12	4.5	\$116,733	New	One	Attachment 5
---	----------------	----------------------------------	----	-----	-----------	-----	-----	--------------

Manufacturer's specifications for this vehicle are included in Attachment 5 of this proposal. There will be one driver per truck. The advantages of this vehicle include:

- o Reduced number of vehicles on hard to serve roads
- o Reduced emissions and vehicle noise

The collection vehicle will approach a household, and if necessary, the driver will dismount and manually place the carts on the tipper and activate the truck to tip the cart. The driver will unload the recyclables. After unloading the recyclables container he will return it to its original location. Where possible, this vehicle will collect carts on a fully automated basis.

Residents can choose from a 32, 64 or 96 gallon cart for weekly recyclables collection. The carts will be provided by either Schaefer or Otto as described in the single-family solid waste program.

WVC&R expects to order a total of 28,658 carts for single-family recyclables collection in the following breakdown:

Quantity	Cart Type	Estimated Cost	Attachment
1,378	32 gallon carts	\$34.61	Attachment 4
4,174	64 gallon carts	\$42.61	Attachment 4
23,106	96 gallon carts	\$44.61	Attachment 4

\*This includes cost of distribution to customers

**Multi-Family, Commercial, and City/Town Facilities Recyclables Collection**

WVC&R proposes to collect recyclables on a weekly basis in front loader bins utilizing 2 new 40 cubic yard LEACH front loader with 10.5 ton capacity at a cost of \$213,583. This front loader will be used to service multi-family complexes, commercial complexes and City/Town facilities.

As front load bins are collected from the front of the trucks instead of the side, narrow alleyways are rarely an issue. WVC&R does not expect difficulties in this type of collection.

WVC&R expects to collect 5,939 tons of recycling from multi-family, commercial complexes and City facilities in the first year of the contract.

Quantity	Equipment	Capacity	Weight	Cost	Condition	Attachment
2	LEACH Front Loader	40	10.5	\$213,583	New	Attachment 6

Bins will be provided by Consolidated Fabricators Corporation and will be available in 1, 1.5, 2, 3, 4, 6 and 8 cubic yard sizes. Bin prices are shown in the table below. Manufacturer's specifications for these bins are in Attachment 7 of this proposal. WVC&R will order the following quantities for multi-family complexes, commercial and City/Town facilities:

Quantity	Bin Size	Price	Attachment
26	1 Cubic Yard	\$402.20	Attachment 7
81	1.5 Cubic Yard	\$423.96	Attachment 7
148	2 Cubic Yard	\$447.62	Attachment 7
105	3 Cubic Yard	\$486.97	Attachment 7
75	4 Cubic Yard	\$563.23	Attachment 7
23	6 Cubic Yard	\$758.03	Attachment 7
8	8 Cubic Yard	\$952.83	Attachment 7

Multi-family complexes and commercial facilities using carts for recycling will be collected by this LEACH front loader truck using a tipper located on the forks of the truck. There will be one driver per truck. Smaller complexes located in dense single-family areas may have recyclables collected with the fully automated side loader used in the single-family scenario.

Multi-family complexes and commercial facilities who wish to use carts for recycling collection will be issued the same Schaefer or Otto carts as described in the single-family recycling scenario. WVC&R will order the following quantities of cart sizes for multi-family recycling collection:

Quantity	Bin Size	Price	Attachment
1,217	96 gallon carts	\$ 44,611	Attachment 4

\*This includes cost of distribution to customers

Multi-family complex and commercial managers will be contacted in advance of the start of service to determine appropriate solid waste bin or cart sizes and quantities. In the event that WVC&R is unable to make contact with complex managers, we will issue bins that are the same size as provided by the previous hauler until contact is made.

To increase recycling diversion, managers will be encouraged to use recyclable bins or carts in sizes equal to or larger than their solid waste bins.

**Drop Box & Compactor Recyclables Services**

Drop box and non-front-load compactor services will also be available for mixed recyclables services. Also, in order to facilitate the greatest possible diversion, source separated drop boxes and compactors will be made available. Customers may request metal, wood, and green waste only drop boxes.

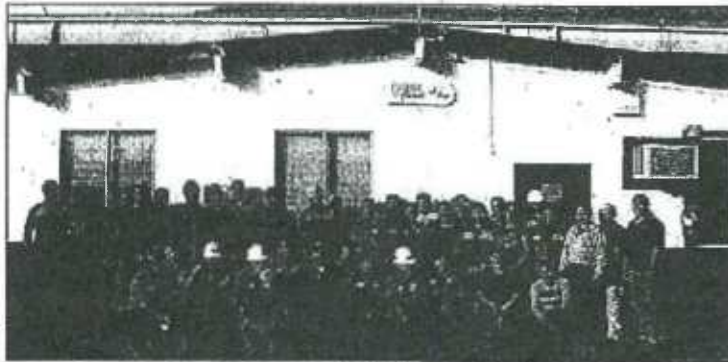
WVC&R will use drop boxes listed previously to accommodate recyclable drop boxes.

**2.2.2 Processing**

For West Valley Solid Waste Management Authority, we expect the following annual tons of recyclable materials to be collected, processed and marketed:

	<u>Expected Annual Tons</u>
o Single-Family – Single Stream	14,043
o Multi-Family – Single Stream	2,439
o Commercial – Mixed Stream	3,500

For single stream and other traditional recyclables, the recyclable collection vehicles will deliver the collected recyclables directly to GreenTeam of San Jose's Material Recovery Facility ("MRF") located at 575 Charles Street, San Jose, California 95112. This facility is located on the north side of Charles Street approximately 1,000 feet to the southwest of Oakland Road between N 13<sup>th</sup> Street and N 15<sup>th</sup> Street.



Green Team's MRF Staff at the MRF

The 2.86 acre property contains a 20,000 square foot building that houses a material processing facility, an administrative office and scale. A separate enclosure houses a maintenance shop for the MRF. Additional areas include storage bunkers for pre-processed and processed recyclables, an oil recycling area, parking for employees, recyclables collection containers storage, baled recyclables and landscaping.



Name of Owner: GreenTeam Properties  
625 Charles Street  
San Jose, CA 95112

Operator of the Facility: Waste Connections of California, Inc.  
dba GreenTeam of San Jose  
1333 Oakland Road  
San Jose, CA 95112

Copy of Facility Permits: City of San Jose  
Department of City Planning  
Site Development Permit  
File No: 92-09-052

City of San Jose  
Department of City Planning  
Special Use Permit  
File No: SP 02-070

California State Board of Equalization  
Sellers Permit  
7/1/1993 SR GH 99278462

City of San Jose  
Business Tax Certificate  
No. 029201206

City of San Jose/County of Santa Clara  
Hazardous Materials Permit  
Number: 401312  
Facility ID FA0210140

Department of Food and Agriculture  
Division of Measurement Standards  
Weighmaster License # 010943

All permits listed above pertain to the Material Recovery Facility operation at 575 Charles Street and are included in Attachment 9 of this proposal.

Proof of permitted capacity: The City of San Jose Department of City Planning does not specifically limit the daily receipt and throughput of recyclables tons at our MRF. We currently receive approximately 170 tons per day. The facility has excess daily storage capacity and operates one processing shift per day. For West Valley jurisdictional recyclable tonnage, we anticipate receiving approximately 75 to 80 tons of additional daily recyclables. As a result, a second shift is anticipated to be created to process these tons. By adding this second shift, which our permits allow, we clearly have the facility capacity to handle the incremental recyclable stream.

Gross processing fee per ton: At this time and most likely at the start of the contract, the facility anticipates paying the Joint Venture \$20 per ton for the recyclables the MRF receives from the West Valley jurisdictions.

Anticipated revenue/cost per ton: Currently, average cost and average revenue per ton amounts to \$85 and \$105 respectively. We anticipate that the proportional relationship between cost and revenue will continue to exist at the start of the West Valley contract.

Method of future fee adjustments: Two variables will affect future payment/fee adjustments by the Material Recovery Facility to the Joint Venture. Adjustments can occur on a quarterly basis.

- (1) Market values – as average material markets change the fee paid by the MRF will be directly impacted in either an upward or downward fashion.
- (2) As the cost to process recyclables increases with inflation, the cost per ton and the amount the facility can pay the Joint Venture for the recyclables will be impacted.

Tonnage commitment for the term of the Agreement: Since the operator of the MRF is a Joint Venture partner for this proposal, there is a 100% certainty that recyclable tonnage from the West Valley jurisdictions can be processed at the GreenTeam MRF. See Attachment 9 for the commitment from the property owner.

Tracking jurisdictional tonnage: To accurately track recyclable tonnage by specific jurisdictional sources, we weigh each recycling collection vehicle in and out of our MRF. Additionally, these collection vehicles are fully dedicated to their specific contract and will not commingle collection material. As a result, it will be easy to continue to track incoming tonnage by jurisdiction.



Sorting Process at the GreenTeam MRF

The owner of the property and the operator of the MRF are two separate entities. Included in Attachment 9 is a letter, committing to GreenTeam of San Jose from GreenTeam Properties, the continued operation of the GreenTeam MRF for the term of the contract with West Valley Solid Waste Management Authority.

One of our primary goals is to increase the diversion of recyclables. One method of accomplishing this goal is to increase the type of materials allowed in the program. At

no additional charge to the Authority, we propose an expanded list of recyclable materials modeled on the City of San Jose's extensive acceptable materials list which we hope will increase the Authority's recycling tonnages further.

The expanded list of recyclables includes:

- o Newsprint (including inserts)
- o Mixed paper (including magazines, catalogues, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paper egg cartons, office, ledger paper and telephone books)
- o Glass containers
- o Aluminum beverage containers
- o Small scrap and cast aluminum (not exceeding ten (10) pounds in weight nor two feet in any dimension for any single item)
- o Steel including "tin" cans and small scrap (not exceeding ten (10) pounds in weight nor (2) two feet in any dimension for any single item)
- o Bimetal containers
- o Mixed plastics such as plastic bags, plastic film, plastic containers (#1-7) and bottles including containers made of HDPE, LDPE, PET, or PVC
- o Textiles
- o Aseptic containers
- o Polystyrene
- o Plastic film
- o Used oil and used oil filters

In single stream recycling programs, it is common knowledge that contamination increases when recyclables are no longer placed in shallow non-lidded tubs. They are instead placed in deep lidded carts. We faced slightly increased contamination in the City of San Jose in 2002, and expect to see it in West Valley Solid Waste Management Authority. Through outreach and education, we can effectively address this potential issue as was effectively addressed in San Jose.

Benefits and limitations of evolving markets will be addressed in the next section.

### **2.2.3. Marketing**

Since 1993, GreenTeam of San Jose has operated the GreenTeam MRF including marketing the recovered materials. Our long-standing marketing methods and approaches have included frequent and ongoing communication with various brokers to obtain the optimal price for each commodity on an ongoing basis. We have no long-term broker contracts. For each commodity, we market to the following various brokers based upon the best current price at the time:

- o Plastic 1-7, Plastic Bags, Plastic Injection, Black Injection:
  - Weisco Recycling
  - Pralumex Inc.
  - Resource Recovery
  - Superlink
  - Classic Fibers
  - American Chung Nam

- o Mixed Paper, OCC
  - American Chung Nam
  - Classic Fibers
  - Pacifica International
- o Glass
  - Strategic Material
- o Scrap Metal, Aluminum
  - MS Services
  - Simms Metal
  - Standard Iron
- o Textiles
  - Felix and Sons

The following average salvage and redemption values have been received at GreenTeam MRF for the 2005 calendar year-to-date through August:

<u>Material</u>	<u>Average Price/Ton</u>
o Mixed Paper	\$53.85
o Mixed Glass	\$127.21
o Mixed Plastic 1-7	\$757.75
o Injection Grade Mixed Plastic	\$59.71
o Plastic Bags	\$27.22
o Aluminum Cans	\$3,421.97
o Scrap Metal	\$85.22
o Foil	\$200.00
o OCC	<u>\$108.06</u>
<b>Average Price</b>	<b>\$105.00</b>

Fluctuations in quantity and composition of recycling materials in the West Valley recyclable stream will be quickly analyzed to determine the source of any shortfall or degradation of materials received. Since we process recyclables on a daily basis, we can quickly isolate the source of the issue. In most cases, our fulltime outreach person can directly communicate with this source and quickly rectify the issue at hand. This has worked very effectively in San Jose. In situations where the issue may be more global in nature, a written outreach communication can take place.

GreenTeam has demonstrated experience in withstanding the recyclable material market fluctuations. This ability stems from several factors:

- o Long term relationships with material brokers
- o Continually monitoring marketing conditions
- o Ability to anticipate and react to fluctuations in marketability.
- o Contingency plan to address market conditions

During the extreme market fluctuations in prior years, GreenTeam has continued to process and market the variety of materials collected.

Examples of GreenTeam's market endurance include:

- o GreenTeam regularly integrates our marketing with both domestic and foreign markets.
- o GreenTeam responded to the decline in collected glass volumes by increasing the opportunity to market plastic containers.
- o In anticipation of increased digitalization of news publications and increasing quantities of mixed paper documents, GreenTeam has strengthened our position with respect to marketing mixed paper.

GreenTeam has developed the following contingency plans to address changing market conditions and volume fluctuations:

- o Material Recovery Facility (MRF) sorters are capable of adjusting their daily routines to accommodate market fluctuations.
- o GreenTeam has an established relationship with a temporary worker agency to immediately hire additional sorting personnel.
- o Operating requirements at our MRF allow us to increase the number of shifts available for increased sorting.
- o GreenTeam MRF has additional storage capacity for recyclables, as does our joint venture partner, GreenWaste Recovery, Inc., whose facility adjoins GreenTeam's property.

GreenTeam has a long standing reputation for processing and marketing recyclable materials. We have always been successful in marketing commodities even in difficult situations including, for example, the bay area port strike. We have never landfilled recyclable materials generated in San Jose, nor will we landfill recyclables from the West Valley Cities. We will comply with the contract language forbidding the landfilling of recyclable material.

## **2.3 Green Waste Collection**

### **Single-family Green Waste Collection**

See Section 2.1 Solid Waste Collection for discussion addressing green waste collection methodology and service specifications. We anticipate collecting single-family green waste and solid waste in the same vehicle since both streams will be delivered to Guadalupe Landfill.

WVC&R expects to order a total of 13,773 carts of which 13,503 carts will be distributed for single-family green waste collection in the following breakdown:

Quantity	Cart Size	Unit Price	Attachment
675	32 gallon carts	\$34.61	Attachment 4
2,025	64 gallon carts	\$42.61	Attachment 4
10,803	96 gallon carts	\$44.61	Attachment 4

\*This includes cost of distribution to customers

Carts will be delivered directly to our San Jose facility from the manufacturer. During peak green waste seasons in the fall and spring, we have various spare collection vehicles to dedicate to collecting excess materials. As the collector of green waste in San Jose, we are very adaptable to changing green waste volume.

#### **Multi-Family Green Waste Collections**

Large multi-family complexes requesting green waste services will be provided with their choice of bins in sizes ranging from one to six cubic yards.

WVC&R anticipates that the majority of multi-family complexes requesting green waste services already have carts and we will service those complexes using the fully automated Labrie side loader in the single-family system.

Complexes requesting green waste collection in bins will be collected with an existing LEACH front loader as necessary. Numbers of bins anticipated are currently unknown. Although, we do not anticipate that many of these large multi-family complexes will request bins for their green waste.

All green waste collected will be delivered to Guadalupe Landfill for composting.

#### **Commercial Green Waste Collection**

Commercial customers requesting green waste services can be provided with their choice of carts in either 64 or 96 gallons.

WVC&R anticipates that very few commercial customers require green waste services. But, if they do, they can choose carts and we will service those businesses using the fully automated Amrep side loader from the single-family system.

All green waste collected will be delivered to Guadalupe Landfill for composting. Acceptable materials for collection will be jointly determined between WVC&R and West Valley Solid Waste Management Authority representatives.

#### **Drop Box Green Waste Collection**

Customers may place green waste in roll-off boxes. In these instances we will deliver these boxes to Guadalupe Landfill for composting.

#### **Holiday Tree Collection Services**

Beginning on the first business day after December 25 and continuing through the third Monday of January of any given contract year, WVC&R will supply 4 to 6 drop boxes for collection of holiday trees. WVC&R will locate the boxes at any location as determined by the West Valley Solid Waste Management Authority representatives.

Boxes will be serviced regularly to provide appropriate space for residents to dump trees and to keep the surrounding area free from debris.

Collected trees will be transported to Guadalupe Landfill or GreenWaste MRF for processing and composting.

#### **2.4 E-Waste & Other Items Collection**

Currently, GreenWaste Recovery, Inc. is a California Integrated Waste Management Board approved collector of Covered Electronic Waste. Prior to March of 2007 WVC&R will complete the application to become an approved collector. WVC&R proposes to collect E-Waste at the curb during the annual clean up event. Alternatively, WVC&R will also accept E-Waste dropped off at the Green Team of San José's MRF on Charles St. in San Jose, during pre-scheduled times. WVC&R will contact various E-Waste Recyclers for further processing depending upon rates charged and/or paid for the various types of items. Currently GreenWaste Recovery, Inc. uses E-Recycling of California.

Other items such as water based paints, batteries, and oil can also be picked up during our annual clean up event or dropped off at Green Team of San Jose's MRF during pre-scheduled times. WVC&R will also research to find local free drop off points for oil and will inform residents of these locations.

#### **2.5 Annual Community Clean-Up Program**

The following types of materials will be accepted at the Annual Community Clean-Up Days and/or the two on-call clean-ups per resident:

Large amounts of cardboard, furniture (such as a sofa, chair, desk, table, mattress, box springs, patio furniture); appliances (such as a stove, dishwasher, washer or dryer, water heater, microwave oven); toilets, sinks, other porcelain products, shipping crates, containers, bicycles, suitcases, barbecues, swing sets, tools, toys, bundled branches, E-Waste and other items the size or weight of which precludes collection during regularly scheduled MSW collection. Tree pruning and branches cannot exceed 3 inches in diameter, or be longer than 5 feet, and weigh no more than 70 pounds. Items that cannot be safely loaded by one person will not be accepted. No single item can weigh more than 70 pounds, except for appliances and furniture. Hazardous waste will not be accepted.

All bulky items will be transported back to Green Team of San Jose's yard, MRF and/or GreenWaste Recovery's MRF for processing. Whenever possible, items will be recycled. When items still have a useful life, they will be donated to the various non-profit organizations such as Goodwill or the Salvation Army.

Our first option would be for the two on-call collection events per year. This is the option WVC&R prefers because it allows customers more flexibility to have the service when needed most (i.e., after moving in or out). After receiving the customer's request, we will schedule the collection of the bulky items on the customer's next regularly scheduled service day. WVC&R will use a new stake bed truck with a lift gate and an overhead boom. All waste and recyclables will be placed curbside by 6:00 A.M. Whenever possible, items should be bagged or containerized in cans or boxes to prevent any materials from being spread throughout the neighborhoods. A limit of 7 cubic yards per event would be ideal.

In the second option of a city wide clean up, WVC&R will work with the Cities' officials to determine the best dates in which to hold the clean-up event. WVC&R will mail out notices to all residents and advertise in the local media with the guidelines of their collection day including set out procedures. WVC&R will collect the bulky items on the scheduled day with a new rear loader. All waste and recyclables will be placed curbside by 6:00 A.M. Whenever possible, items should be bagged or containerized in cans or boxes to prevent any materials from being spread throughout the neighborhoods.

## **2.6 Implementation Plan**

This section of the proposal presents WVC&R's proposed implementation plan, including schedules and tasks from January 3, 2006, to March 1, 2007. Implementation activities are presented in this section by event as set forth in the RFP. A chronological implementation timeline of activities is presented in Attachment 10.

The key to successful implementation of a new program is an experienced team. WVC&R and its affiliated companies are experienced in initiating a variety of services specific to community needs. WVC&R has successfully implemented very similar programs in Northern California and will ensure a successful transition for West Valley Cities with its existing team. Members of our team have worked together for over ten 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 it's 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. WVC&R believes that it is critical that all implementation staff is 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 the previous hauler to WVC&R, including designing routes, procuring the quantity and type of vehicles and equipment needed, identifying and training management and staff, planning and coordinating the distribution of containers, outlining the public education and customer service programs, and coordinating internally with the West Valley Waste Management Authority. Every person on the team will be available to give immediate attention to any issues or concerns expressed by the Authority.

Per our implementation schedule, WVC&R anticipates ordering new collection vehicles in March 2006. WVC&R will allow one-year lead-time for delivery of vehicles with the last vehicle expected to be received by December 2007. Based on our experience, this is more than sufficient time to receive, inspect, and test vehicles before collection begins on March 1, 2007.

WVC&R plans to order residential solid waste, recycling and green waste carts in March, 2006. WVC&R anticipates using Otto Industries, Inc. or Schaefer to supply the carts for the program and to distribute the carts to the residents. WVC&R will use historical data from the Authority, and our extensive operational experience to place an initial order. Working with the Authority's representatives and the current hauler, WVC&R will obtain current billing records preferably in a format that will be easily uploaded into our customer service and billing program. Upon receipt of customer data, which we anticipate to be September 1, 2006, Otto Industries/Schafer has agreed to make appropriate modifications to the initial order once the additional information relating to size selection is compiled. WVC&R commits to ordering a sufficient supply of surplus containers in each size to ensure that carts are available for exchanges.

Cart delivery is expected to begin the first week in January and be completed February 28, 2007. The carts will be delivered along with educational material (a "how to" guide) that informs customers on how to participate in the new program, and how to contact us. Examples of the "how to" guide can be found in Attachment 13.

WVC&R plans to use Consolidated Fabricators to supply the front loader containers and the roll-off containers. WVC&R will use historical data from the Authority, and our extensive operational experience to place an initial order. Working with the Authority's representatives and the current hauler, WVC&R will obtain current billing records preferably in a format that will be easily uploaded into our customer service and billing program. Upon receipt of customer data, which we anticipate to be September 1, 2006, we will begin an audit to determine the size of container that is required.

Commercial container delivery, subject to existing hauler's approval, is expected to begin in December 2006 and to be completed February 28, 2007. WVC&R will exchange the existing bin with a new container and deliver the old container to the current hauler's yard. The current hauler will service the new containers until February 28, 2007.

WVC&R will hire supervisors in September 2006 as reflected in the timeline. This will ensure that they are familiar with all of WVC&R's operating procedures and the contract. Customer service representatives, accounting staff and dispatchers will be hired in January and February, 2007. WVC&R will offer employment to qualified displaced workers who have been employed by the current contractor. It is our intent to offer employment to qualified displaced drivers and mechanics in January 2007. WVC&R will cooperate with the current contractor and displaced workers during the transition period to honor the displaced workers' responsibilities to the current contractor until March 1, 2007, including scheduling training in late afternoons and/or weekends.

Prior to program implementation, drivers will receive "off-truck" training, which includes at a minimum, safety training, customer service training (including reporting suspicious neighborhood activities and aiding people in distress), and reporting procedures for non-collection, contaminated recycling and other required on route observations. "On-truck" training for drivers will be used to familiarize them with the fully automated equipment and will be conducted during the month of February.

As with the drivers, the training for the mechanics on the fully automated equipment will encompass both "off-truck" and "on-truck" training as well. The mechanics will familiarize themselves with the shop and WVC&R's maintenance methods and procedures. WVC&R has been using essentially all of the equipment specified in this proposal for several years, and has been to many training classes specifically focused on this equipment. WVC&R's maintenance staff along with representatives from the manufacturers will train the new members of the maintenance team.

#### **Public Education and Outreach Implementation**

Upon signing of the contract, WVC&R will begin to develop the public education and outreach plan by:

- o Creating the "look and feel" for the required collateral
  - Consulting with a graphic designer
- o Collaborating with the Authority to ensure all collateral requirements will be met
- o Hiring an outreach coordinator

Once the look of the collateral has been established we will immediately begin designing the key pieces of collateral (see Section 2.10 for further details on collateral):

- o The introductory mail piece including the return postcard for cart/bin selection
- o The newspaper advertisement
- o The billing, collection day, and schedule mail piece
- o The "how to" guides
  - Single-family
  - Multi-family
  - Multi-plex
  - Commercial includes:

- Restaurants
- Office/commercial buildings
- Strip malls
- Large commercial businesses

As the designs are completed, the number of customers will be confirmed. Copy of the printable pieces will be sent to the printer and the advertisement will be sent to the approved newspapers. The introductory mail piece and newspaper advertisements are scheduled to appear in the community simultaneously. Approximately six weeks later, single-family residents, multi-family managers and business managers will receive a second mail piece verifying billing and collection day, as well as an annual schedule. A mail house may be used in distribution of the mail pieces. The "how to" guides will be delivered to each resident and commercial customer during the last three months preceding start-up. Single-family resident's guides will be attached to their new recycling carts, whereas, multi-family residents will receive guides from their complex manager or WVC&R will deliver them to their door. Commercial customers will receive the applicable guide during an onsite meeting.

WVC&R outreach staff will attend and present at multiple community meetings and events during the months of January and February, and/or on dates requested by the Authority. To maximize attendance and participation by community members, WVC&R will advertise the meetings; the pertinent information will be included in the newspaper advertisements and in a mail piece. These meetings are designed to educate all community residents, multi-family managers and commercial managers on the new collection program and to answer any questions. A focus of all presentations given by WVC&R outreach staff will be on increasing recycling and therefore increasing diversion. At a minimum WVC&R will:

- Present at four community workshops.
- Promote and conduct eight training meetings for each general business type (restaurants, office/commercial buildings, strip malls, and large commercial businesses)
  - WVC&R may collaborate with the Authority on the best venues for these training meetings
- Attend six business association/organization meetings

Once collection begins, WVC&R will be using collateral, in addition to the "how to" guides, to continually educate and encourage residents and managers to properly participate in the collection program and increase their recycling. WVC&R will develop and print the following pieces, which will be ready for start-up:

- Corrective Action Notice
- "One Man's Trash" newsletter
- Annual clean up event direct mail (if applicable)
- Billing messages

## 2.7 Billing

GreenWaste Recovery, Inc. has successfully provided direct billing services to customers in the Town of Woodside, the Town of Portola Valley, Lexington Hills, City of Red Bluff, and Tehama County. Currently, GreenWaste provides customers with the ability to pay by cash, check, credit card, or automatic withdrawal from a banking account. Samples of a customer bill can be found in Attachment 14.

Contact information is as follows:

Contact: Town of Woodside  
Susan George  
Town Manager  
2955 Woodside Road  
PO Box 620005  
Woodside, CA 94062  
(650) 851-6790

Contact: Town of Portola Valley  
Barbara A. Powell  
765 Portola Road  
Portola Valley, CA 94028  
(650) 851-1700 x 18

Contact: Elizabeth Constantino  
Santa Clara County  
Integrated Waste Management Program  
1735 North First Street, Suite 275  
San Jose, CA 95112  
(408) 441-1198

Specifically, WVC&R proposes to bill in the following manner:

### Single-Family and Multi-Plex Premises

WVC&R proposes to provide quarterly billing services to single-family residents and multi-plex complexes in advance of the provision of service. In multi-plex complexes, individual residents of units will be billed separately unless specified by the owner of the multi-plex complex to bill otherwise.

### Multi-Family Premises

WVC&R will provide monthly billing services in advance of the provision of service. Bills will be delivered to the owner or property manager of said complexes.

### Commercial Premises

WVC&R will provide monthly billing services in advance of the provision of service. Bills will be delivered to commercial customers. In the event that there are

centralized bins which are shared by more than one commercial customer, WVC&R will either bill one customer for centralized service or at the customer's request, bill each customer for service costs equal to the service rate divided by the number of commercial premises sharing the service.

Additionally, WVC&R will prepare bill inserts relating to service and activities of the Authority as requested. WVC&R will develop and maintain a website to provide information on services provided and on-line bill payments.

For customer service procedures involving billing demands, please refer to the following section.

## **2.8 Customer Service**

WVC&R full-time customer service staff will consist of 8 customer service representatives (CSR), 3 of whom are bilingual, one supervisor and one office manager. We currently have 6 CSRs and will add 2 CSRs to handle increased call volume. We anticipate call per CSR to amount to 250 calls per day during peak call times. 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. As demonstrated by GreenTeam's and GreenWaste's successes in other communities, customer service and satisfaction are essential to our success in providing refuse, recycling, and green 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.

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 either our toll-free number or a local number which will direct calls to our San Jose office. No customer will have to wait for more than three rings before their call is answered. 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 6:00 p.m.

WVC&R Customer Management Software allows for real-time data to be delivered from the route to our Customer Service Center throughout the day. This allows many customer inquiries to be handled very quickly. This same software also allows for the call center to monitor the route collection driver throughout their day. This in turn provides for immediate dispatching of issues that arise throughout the day. All activity is recorded and tracked by this software in order to improve on service wherever possible. This tracking allows for monitoring of collection routes and provides for the best level of service possible across all service areas.

WVC&R's Call Center is equipped with state of the art call management hardware and software. All calls are processed through a call router ensuring timely responses to all of our customers even at peak call times. Supervisors are notified via desktop alert when the expected answer times are exceeded.

When a customer calls our toll-free or local phone number, the customer service representative first asks for the address of the customer or the location of the concern and enters it into the computerized phone log. With this information in the computer, the representative can immediately determine the day the address is serviced. The representative then asks the caller to state their question or describe their concern and enters this information for future reference and follow-up.

The customer service representative taking a customer call can usually respond to complaints and inquiries immediately. Representatives are 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 are unable to answer.

The following types of calls may arise:

- o The customer service representative records requests for new cart deliveries. A work order is generated immediately. The cart is then delivered, usually on the next service day. If there is a missing or broken cart, we endeavor to replace the cart on the day following the missing or broken cart call.
- o 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 Saturday.
- o If a CSR receives a complaint due to spills or litter resulting from collection, the driver or supervisor is contacted immediately and will make an on-site visit to the resident to remedy the problem.
- o If a collection schedule change becomes necessary, residents are advised in advance through a mailer.
- o If a customer fails to set out garbage and calls on the service day, we endeavor to return for a courtesy pickup. If this is not possible, the customer is allowed to set out extra garbage at no charge on the next service day.
- o Drivers leave corrective action notices for customers when we are unable to collect garbage, green waste, or recyclables due to excessive contamination or noncompliance with set guidelines. In general, we first leave a courtesy notice to tell the resident why a setout is unacceptable. In these cases, we collect the garbage, recycling, or green waste and leave the informational courtesy notice to avoid future problems.

- o 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.
- o Drivers are trained to make every effort to collect a resident set-out regardless of traffic and sidewalk obstructions. If either makes collection impossible, a corrective action notice will be left to advise the resident of the reason for the miss. We will return the following day or once the obstruction has been corrected for a courtesy pick-up.

Drivers receive on-going training on safety and WVC&R's excellent driver safety record reflects our success in the program.

WVC&R 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 WVC&R 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, WVC&R will resend informational literature to area participants.

Customer service representatives are initially trained by the customer service supervisor. Representatives receive written scripts to answer frequently asked questions. When a new question arises, the CSR supervisor or office 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 supervisor and monthly meeting with all CSRs utilizing both internal and external training resources and motivational techniques. In addition, calls are monitored for continuous customer service improvement. All CSRs are required to attend driver ride along for areas serviced by WVC&R in order to have a full understanding of operational issues in specific service areas.

**2.9 Environmental Issues**

**Vehicle Impacts**

Fully Automated Split Body Side Loader	Labrie body on Peterbilt Chassis	Labrie Automizer Peterbilt 320	9 tons	18,000 lb front axle 34,000 rear axle	solid waste and green waste	Single-family Residential Flat Land Area	As the trucks purchased by WVC&R will be new, there are no expected particulate issues. Any used trucks will be fully compliant with CARB regulations.
Fully Automated Side Loader	Labrie body on Peterbilt Chassis	Labrie Automizer Peterbilt 320	7 tons	18,000 lb front axle 34,000 rear axle	recyclables	Single-family Residential Flat Land Area	As the trucks purchased by WVC&R will be new, there are no expected particulate issues. Any used trucks will be fully compliant with CARB regulations.
Fully Automated Split body Side Loader	Labrie body on International Chassis	Labrie Minimax International 4300	4.5 tons	8000 lb front axle 17500 rear axle	solid waste and green waste	Single-family Residential Hard-to-Serve Areas and City Cans	As the trucks purchased by WVC&R will be new, there are no expected particulate issues. Any used trucks will be fully compliant with CARB regulations.
Fully Automated Side Loader	Labrie body on International Chassis	Labrie Minimax International 4300	4.5 tons	8000 lb front axle 17500 rear axle	recyclables	Single-family Residential Hard-to-Serve Areas and City Cans	As the trucks purchased by WVC&R will be new, there are no expected particulate issues. Any used trucks will be fully compliant with CARB regulations.
Front Loader	Leach Body on Peterbilt Chassis	Leach Standard Peterbilt 320	10 tons	18,000 lb front axle 42,000 rear axle	solid waste, recyclables, green waste	Multi-Family Residential, Commercial, City Facilities	As the trucks purchased by WVC&R will be new, there are no expected particulate issues. Any used trucks will be fully compliant with CARB regulations.
Roll-off	K-Pac Peterbilt	K-Pac KP60 Peterbilt 335	9 tons	18,000 lb front axle 34,000 rear axle	solid waste, recyclables, green waste	Multi-Family Residential, Commercial, City Facilities	As the trucks purchased by WVC&R will be new, there are no expected particulate issues. Any used trucks will be fully compliant with CARB regulations.
Flatbed	TBD	TBD	TBD	8000 lb front axle 17500 rear axle	bulky items	Multi-Family and Single-family Residential	As the trucks purchased by WVC&R will be new, there are no expected particulate issues. Any used trucks will be fully compliant with CARB regulations.
Rear loader	Hall Body Peterbilt Chassis	Hall 6000 Peterbilt 320	9 tons	18k front axle 44k rear axle	Scheduled clean up	Single-family Residential	As the trucks purchased by WVC&R will be new, there are no expected particulate issues. Any used trucks will be fully compliant with CARB regulations.



### **Hazardous Waste Management**

Although there is only an occasional problem with prohibited wastes, WVC&R is committed to protecting our workers and preventing wastes from entering collected wastes and the landfill. Typical wastes detected include paints, needles, lead-acid batteries and cleaners.

WVC&R's waste screening program consists of the following activities:

- o Driver Training
- o Customer Notification
- o Containment
- o Proper Disposal

The waste screening program starts with customer education. WVC&R provides customers with information related to acceptable and prohibited wastes, as well as information related to hazardous waste disposal sites available to them.

To continue to achieve high levels of successful performance and eliminate the possibility of hazardous waste or contaminants in the waste stream, WVC&R trains its employees in identifying and removing contaminants before they are delivered to a landfill or MRF. Using hopper cameras that are located in the hopper portion of the truck, drivers are able to identify hazardous materials.

If a driver discovers hazardous waste, he will endeavor to return the waste to the customer with information on the dangers of improper disposal and options for safe disposal. If this is not possible, he will immediately contact the dispatch center and contain and isolate the hazardous load. Our dispatcher will contact the field supervisor and the environmental health representative of the source jurisdiction. Dependent upon the size and type of hazardous material, WVC&R may segregate and containerize the waste for transport or contact a permitted hazardous waste transportation company for assistance.

WVC&R conducts annual training for all the employees in the area of Hazard Communication. This training program, as required by OSHA's Hazard Communication Regulation 29 CFR 1910.1200, provides information about the hazardous substances in the workplace, the associated hazards, and the control of these hazards through a comprehensive hazard communication program.

### **Environmental Compliance**

WVC&R will utilize existing facilities that are fully permitted to accommodate all the operational needs of this contract. All are Title 14 compliant and maintain Storm Water Pollution Prevention Plan and Best Management practice documentation. WVC&R is committed to the best utilization of technology, equipment and manpower combined to continue to operate safe and compliant facilities.

## 2.10 Public Education and Outreach

WVC&R public education and outreach program is crucial to our success in meeting and exceeding the Authority's diversion goals. Public education and outreach begins far in advance of start-up and continues throughout the contract. WVC&R will provide one full time outreach coordinator in addition to the Public Relations and Outreach Manager, Weslie McConkey. Once start-up is completed, the outreach coordinator's primary focus will be to provide presentations and attend events in West Valley schools and neighborhoods.

### Initial Start-Up Public Education and Outreach

Well before the start of collection, WVC&R will place advertisements in the local paper and use direct mailings to inform and educate West Valley's single-family residents, multi-family managers and business managers of the new garbage, recycling and green waste collection program. The introductory mailer will also include a return mail postcard requesting residents and managers to select their solid waste, recycling and green waste cart/bin sizes (See Attachment 12 for a sample). Shortly thereafter, as a follow-up, WVC&R will send a direct mail piece to each single-family resident, multi-family manager and commercial manager, which will verify billing information and collection day, and provide a holiday, holiday tree, and clean up event (where applicable) schedule for 2007. In the last few months prior to start-up, and in accordance with the Authority's schedule, the outreach coordinator will attend at least four community workshops to educate residents on the new collection program and answer questions. A focus of all presentations given by WVC&R outreach staff will be on increasing recycling and therefore increasing diversion.



Examples of Newspaper Advertisements

### "How To" Guides

Recycling and green waste "how to" guides will be produced separately for single-family, multi-plex, and multi-family residents. These guides will include information on collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all three containers: garbage, recyclables, and green waste. A section of the guide will specifically address proper methods of handling and disposal of hazardous waste. Single-family homes will receive the recycling and green waste "how to" guides attached to their carts. For multi-plex and multi-family residents, WVC&R will work with complex managers to distribute these guides to each of their residents. In cases where we are unable to reach a complex manager, our full time outreach coordinator or supervisors will deliver the guides door to door. Recycling and green waste "how to" guides will also be distributed at all community events, recycling presentations,

MRF tours, and outreach activities that WVC&R participates in. Similar, but separate recycling guides will be produced and distributed to all commercial customers. Different guides will be created for different types of businesses (restaurants, office/commercial buildings, strip malls, and large commercial businesses). 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 and green waste. 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 in Attachment 13.

Both GreenTeam and GreenWaste have accumulated a lot of experience by working closely with the City of San Jose in its outreach program to address specific educational issues and to ensure that outreach materials are not only easy to understand, but also interesting enough for customers to enjoy reading.

#### **Corrective Action Notice**

In the event that a residential or commercial customer sets out inappropriate materials, WVC&R will distribute a corrective action notice that will inform the customer of their error. Both GreenTeam and GreenWaste are accustomed to using these types of notices to educate residents and prevent future non-collections. WVC&R's outreach coordinator, customer service representatives, and often drivers will educate customers on how to participate in the collection program and the proper handling and disposal of hazardous waste, through educational material and one on one conversation, when appropriate. WVC&R personnel will be trained to detect hazardous waste placed by customers. They will also be trained on the load inspection program.

#### **Ongoing Outreach**

Once the initial rigors of start-up have eased, the outreach coordinator will initiate and provide recycling and green waste presentations to West Valley schools, neighborhood associations, homeowner's associations, multi-family complexes, and other community groups on an ongoing basis. These presentations are designed to educate children and adults on the benefits of recycling and composting (along with reusing and reducing), how to recycle in their homes and where to get more information. Presentations given to children will include props, games, and prizes made of recycled material. The outreach coordinator along with WVC&R's customer service staff will attend community events and compost giveaways. We have found the customer service representatives 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 the community events where residents, children and adults alike will receive recycling and green waste guides, play recycling games and receive prizes made of recycled goods. We also may have seed planting, face painting, and spin art for children at these events. The booth includes a visual display of the composting process and examples of recyclables.

Additionally, our company mascot, "Leafy" (a company representative in a green leaf costume), attends events and offers information and handouts to children. Giveaways include rulers made of recycled money, blue jeans, and paper. We also hand out coloring books featuring "Leafy," educational puzzles that teach the importance of recycling and soy based crayons. Post-it notes made of recycled paper and pencils made of recycled materials are also offered to the children.

WVC&R will work together with other environmental agencies and businesses (for example: household hazardous waste, the water district, and recycled product vendors) to provide additional educational material to residents. These additional resources reinforce the concepts of recycling, reusing, and reducing. We will share and distribute this information at various events and presentations.

The multi-family sector is both diverse and ever changing and so requires some special attention to outreach and education. GreenTeam has over 12 years of experience working with multi-family managers, maintenance crews and residents. Through this, we have developed strategies to involve multi-family communities in the recycling and green waste programs. A couple of examples include:

- o Holding focus groups for multi-family managers to discuss solutions to common problems
- o Providing "in home recycling containers" for residents
- o Holding a recycling contest for managers (the winning manager and guest win gift certificates for a nice dinner)
- o Working with managers to create site specific "new resident packs"
- o Wearing a chicken suit and handing out guides at the entrance of a complex during commute time
- o Providing and/or participating in presentations and events at individual complexes, for example:
  - After school or summer recycling carnivals for children
  - Evening presentations to address specific ideas and questions

On-going outreach and education to single-family residents, multi-family managers, and business managers is achieved through messages on bills and a bi-lingual quarterly newsletter called "One Man's Trash" included with bills (see sample included in Attachment 14). "One Man's Trash" will be devoted to local and environmental issues. "One Man's Trash" informs residents of upcoming events in which WVC&R will be participating and where we will usually be giving out free compost for West Valley residents. "One Man's Trash" also addresses seasonal recycling topics, for instance in the winter newsletter, we would specifically inform residents of holiday service day changes and holiday tree collection options, including the dates, times, and locations of all holiday tree collection drop boxes. We would also add a reminder that wrapping paper and cardboard boxes can be recycled. Additionally, we will include annual clean up information in "One Man's Trash". If the option chosen is to provide two on-call clean ups per resident, we will incorporate this as a permanent message. If the option is to hold an annual city wide clean up, we will highlight an alert explaining all the pertinent information, prior to the event. A separate version of "One Man's Trash" will be prepared for commercial customers, to be reviewed and approved by Authority staff.

Door hangers will be another tactic utilized to educate residents. The door hanger message will be developed as WVC&R gains experience in the community. This will allow us to target specific educational needs. As an example, GreenTeam developed a primarily "visual" door hanger for San Jose's multi-family residents (see Attachment 15). These fliers were inserted into plastic door hanger sleeves. We used this visual method of messaging to simplify the concept of recycling and reach those residents who are unable or unwilling to read.

If an annual city wide clean-up is the option chosen, single-family residents will receive direct mailings regarding the once yearly clean-up. This notice will be sent several weeks in advance to give residents the opportunity to gather a large amount of goods that they may wish to dispose of. Additionally, we will advertise the clean-up event in two local area newspapers approved of by the Authority's representatives.

A team made up of the outreach coordinator and a route supervisor will conduct recycling and green waste outreach and waste audits for commercial customers. This team will meet with commercial customers to introduce, educate, provide "how to" guides and answer questions on the recycling and green waste programs, which will in turn increase diversion. The team will meet and engage with commercial customers both individually and in group settings, by:

- o Meeting with business managers individually, to distribute recycling guides and perform waste audits to identify additional recycling opportunities
- o Promoting and conducting a total of eight training meetings: two for each general business type (restaurants, office/commercial buildings, strip malls, and large commercial businesses)
- o Attending at least six business association/organization meetings

In addition to the listed meetings, the team will also make onsite visits to conduct waste audits and provide comprehensive report findings and suggestions to each company for which an audit was performed.

WVC&R will also provide commercial customers with a recyclable materials resource guide that will provide vendor's names, numbers and contacts for purchasing recycled products, re-use donation locations and other recyclable materials companies (updated annually).

All educational and outreach materials printed by WVC&R will be bi-lingual in English and Spanish. All materials will be printed on paper containing at least 30% post-consumer content based on Federal standards. The Authority may review and approve all public education materials prior to circulation. The schedule and quantity of outreach material to be distributed for all programs including single-family, multi-family, and commercial will include but not be limited to:

- o Initial direct mailing to inform customers of new program and select cart/bin size
  - One time - Approximately 29,500 pieces
- o Second direct mail to verify billing, collection day and holiday/clean up (if applicable) schedule
  - One time - Approximately 29,500 pieces
- o Recycling and green waste "how to" guide
  - One time to all residents and commercial customers at beginning of start-up - Approximately 35,000 pieces
  - Annually by request, at community events, presentations, MRF tours, other community activities, and during onsite meetings with multi-family & commercial managers - Approximately 10,000 pieces
- o Billing messages
  - Monthly for commercial and multi-family - Approximately 2,200
  - Quarterly for single-family - Approximately 27,100 pieces
- o "One Man's Trash" newsletter
  - Quarterly - Approximately 29,500 pieces
- o Door hangers
  - Annually - Amount to be determined
- o Yearly Clean-up direct mail (if applicable)
  - Annually - Approximately 27,100 pieces
- o Corrective Action Notice
  - Annually - Amount to be determined
- o Recyclable Materials Resource Guide
  - Annually - Amount to be determined

Both GreenTeam and GreenWaste provide sponsorship to various community organizations and community events annually and sporadically by providing free services and/or cash donations. WVC&R will provide sponsorship in the West Valley jurisdictions in the same manner.

Weslie McConkey, WVC&R's Public Relations and Outreach Manager, currently oversees the outreach program and has done so for 6 years (please see resume in Section 1.6). Subsequent to start-up, she will be spending 50% of her time devoted to managing WVC&R's public outreach and education program. A full time outreach coordinator will be hired to perform the responsibilities detailed above. A route supervisor will be hired in September, 2006 and will dedicate 25% of his/her time to the commercial recycling outreach element of this program.

The annual budget for public education and outreach is \$51,500.

## **2.11 Subcontractors**

### **Commercial Food Waste Program**

WVC&R proposes to the Authority a commercial food waste program. This program can commence at the same time we commence all of our services. Included in our commercial/multi-family solid waste collection system, we propose that we would operate 7 front loader routes. Under this proposed commercial food waste program, we will convert 1 of those 7 routes to a food waste route 5 days per week. This food waste route will collect "wet waste" accounts that our route supervisor has audited and included in this program. Accounts will include such places as restaurants and other food processing and delivery accounts, as well as other "wet" accounts observed by the supervisor. After an initial survey, we anticipate that we will collect on average 20 tons per day of food waste out of the commercial system. These loads will be delivered to GreenWaste's Material Recovery Facility located in San Jose and then transported to the Z-Best Composting Facility located in southern Santa Clara County for composting.

WVC&R proposes to utilize this one subcontractor as part of our proposal for the commercial food waste composting program for the Authority. Zanker Road Resource Management, Ltd. (Zanker) will provide food waste composting services at its Z-Best Composting Facility located at 980 State Highway, Gilroy, CA 95020. Zanker will compost all commercial food waste delivered to its facility from the GreenWaste MRF.

A detailed description of the subcontractor's facilities and qualifications can be found below:

### **Zanker Road Resource Management, Ltd.**

WVC&R will subcontract with Zanker for the processing and recycling of all commercial food waste collected within the West Valley Cities. Zanker owns and operates two composting facilities; the Zanker Road Landfill and the Z-Best Composting Facility. The Zanker Road Landfill (Landfill) is permitted by the City of San Jose and the State of California to accept up to 400 tons of green waste per day and compost up to 200 tons per day (73,000 tons per year) of organic material. Due to its successful composting programs, Zanker expanded its composting capabilities by permitting and opening Z-Best, which is located in southern Santa Clara County (just south of the City of Gilroy). Z-Best is a 157-acre, "state of the art" operation that has the permitted capacity to accept up to 1,500 tons per day (548,000 tons per year) of materials for composting. It is one of the largest composting sites in Northern California.

WVC&R is uniquely positioned and structured with fully permitted waste transfer and recycling facilities that can be used productively and cost effectively to maximize the Authority's recycling efforts. As a commitment from WVC&R to deliver the "highest and best use" for the Authority's commercial food waste, we will guarantee that Zanker's composting facilities will compost 70-90% of the food waste by weight we collect (net of overs after composting) beginning the first day and throughout the term of the contract.

Efforts to control residuals would include a very comprehensive review by WVC&R drivers and collection supervisors focusing on areas prone to contamination. If extensive contamination is found in the commercial containers, those containers will be eliminated from the program.

Contamination is the primary reason WVC&R is choosing to establish a compostable waste program rather than a clean food waste collection program. It really doesn't matter how much enforcement or education is conducted, the program will always have residuals. Therefore, WVC&R and Zanker built their compostable waste programs based on the fact of *simplicity*, or just making it easy for the customer to participate. This is demonstrated by the effectiveness of our programs in San Jose, Woodside, Portola Valley and Santa Clara County where some of our communities are reaching a 79% diversion.

WVC&R understands that food waste collected from recipients is the ownership and responsibility of WVC&R. Every effort will be made to minimize excessive contamination of the food waste.

#### **Record Keeping**

Compostable wastes are currently received at Z-Best (150,000 tons per year) under contracts with several jurisdictions (including San Jose, Saratoga, Monte Sereno, Los Gatos, Los Altos, Los Altos Hills, Cupertino, Mountain View, and Palo Alto). Hauler information including tonnage and origin of material is recorded with all inbound transactions that occur at the facility. Each facility is able to determine how much tonnage of material originated from which jurisdiction. Zanker strives on creating a reliable and accurate scale system at its facilities and has dedicated a great deal of resources to improve upon its information gathering and reporting capabilities.

#### **Z-Best Composting Facility**

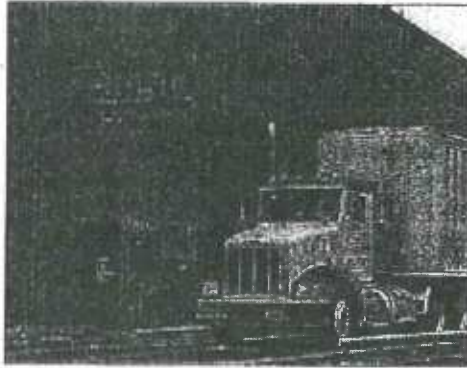
Z-Best is located on 157 acres in south Santa Clara County. The site was originally permitted in 1998 as a green waste compost facility.

It was later re-permitted in 2000 for additional daily tonnage and to include food waste as a compost feedstock. The site was conceived, designed and permitted specifically for the purpose of cost efficient composting. The site is currently permitted for an average of 1,500 tons per day of green waste and food wastes with additional capacity of up to 2,500 tons per day for fifteen days per year. The Z-Best Composting Facility is the largest post-consumer food waste compost facility in California.





Food waste is composted using CTI in-vessel technologies. The CTI system employs a low cost containment vessel with forced aeration to control temperatures and replenish the oxygen supply needed for aerobic activity.



Truck Delivering Green Waste to  
Z-Best Composting Facility

Basically, the prepared food waste is placed into large plastic bags, maintaining free air space. Perforated pipes are placed in the bag to supply oxygen from forced air blowers. Free air space is further controlled during the filling process by regulating the compaction effort, and sometimes, through the use of bulking agents. Moisture content is supplemented as necessary during filling. Venting control allows for maintaining the proper moisture levels for composting and for drying as the compost reaches maturity. The carbon/nitrogen ratio is determined at filling time and adjusted if necessary.

No turning is necessary. Once the composting process is completed (approximately 8 to 10 weeks), the bags are sliced open and cured in-place prior to screening. The bags are recycled after they are emptied.

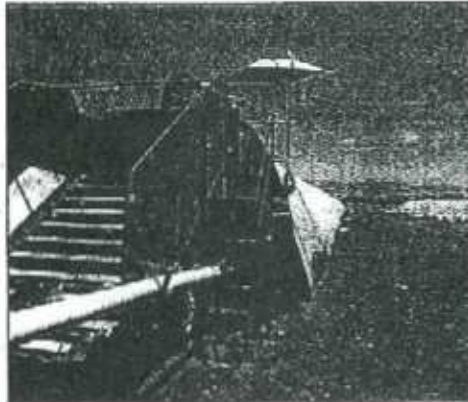
GWR/Zanker invested \$2,000,000 in improvements and equipment to implement the food waste composting program. The program diverts 300-400 tons per day of food waste from landfilling while making a value-added compost product for agricultural and landscape markets. The Z-Best facility and operation is a clear example of Zanker's commitment to food waste composting as the most desirable method of organics recycling. A detailed description of the food waste composting process is located below. Additional information pertaining to Z-Best and Zanker can be found at [www.z-best.com](http://www.z-best.com).



Haul Truck Delivering Feedstock to  
Bagging Machine

**Transportation:** A mixer/haul truck will be used to transport the feedstock material to the water source (as necessary) and then the bagging machine. Odor problems are not anticipated due to the quick processing of the food waste feedstock and the "end of day in the bag" commitment. Should an odor problem exist during transport to the bagging machine, Zanker will mitigate the odor problem by tarping the load, adding an odor reducing agent, which is compatible with the composting process, or utilizing other appropriate methods for reducing odor.

**Bagging:** The feedstock is placed into a bagging machine that fills an elongated thermoplastic 8 mil laminated plastic composting bag and installs two air vent pipes to assist aerobic decomposition. The entire composting process will take place inside the elongated thermoplastic bag. The bags are 14 feet in diameter and 260 feet in length. The bagger is fed from a truck or loader onto a feed table, conveyor or into a hopper, which feeds material to the compaction unit on the bagger. Compaction pressure is controlled by adjusting the breaking resistance on the wheels or backstop cable drum, depending on the model being used.



Bagging Machine

The bagged composting system relies on forced aeration of each fully enclosed bag to prevent development of anaerobic conditions and associated odor problems. Aeration pipes are inserted into the full length of each bag. Each bag is connected to a blower unit that is controlled by an automatic timer, set manually as conditions dictate. The composting material within each bag acts to a significant degree as its own bio-filter, contributing further to effective odor control.

**Installing the Aeration System:** Perforated pipe will be installed into the compost bags by feeding the pipe into the bags as filling takes place. Smooth plastic, perforated HDPE pipe is threaded from the front of the bagging machine through a guide pipe exiting at the desired height and separation inside the tunnel and then through the plastic bag to the blower.



Blower System for Compost Bags

The pipe diameter and the perforations will be designed to supply a uniform airflow to the full length of the bag. A blower for each bag will deliver the required air to the matrix during the composting cycle and is controlled by a manually set timer.

**Setting the Controls:** The controller will be set to cycle the blower on and off intermittently during the day so that the compost matrix receives a sufficient amount of air. When material is first placed in a bag, the oxygen level is sufficient to promote aerobic microbe growth for several hours or more. When the initial oxygen supply has been used up, the blower is used to force a new supply of oxygen into the matrix.

In the CTI System™, microbe growth and the resulting temperature is controlled by limiting the amount of oxygen available.

Temperatures are taken at 6" and 12" depths. If temperatures are not above 131 degree Fahrenheit, the airflow will be adjusted to introduce more oxygen, and thus raise the temperatures. Verification of the pathogen reduction process is performed through fecal coliform testing.

**Turning:** Once the composting is completed in 8 to 10 weeks, the bags are sliced open and cured in-place for 2 weeks. Should additional maturity be needed, the compost piles are turned with the compost turner.

**Screening:** The composted material is screened. Particle sizes larger than 1/4 inch are either reintroduced to the composting process or directed to a suitable disposal facility. The composted material will be screened to remove oversized non-composted wood materials and non-compostable materials such as plastics, glass, etc.

#### **Key Personnel**

##### **Michael Gross, Marketing Manager, Zanker Road Landfill**

Mr. Gross has been an innovator in the solid waste and recycling industry for over 25 years. His current responsibilities include marketing all the recycled products for Z-Best Products and Zanker Road Landfill. He is developing new and innovative markets for recycled products, including all of the wood and green wastes in the City of San Jose and County of Santa Clara that are received at Z-Best. Mr. Gross joined Zanker in 1989 as the Site Engineer and Assistant Manager. Mr. Gross was instrumental in implementing the green waste composting program with the City of San Jose. Zanker was awarded a two-year contract for the initial pilot program that was extended as part of the City's Citywide expansion of the program. Mr. Gross also started a garbage collection company in Northern California, worked for Sanifill, Inc. and operated refuse collection companies in Sacramento and Arizona. For Sanifill, Mr. Gross was responsible for recycling operations in 3 states and managed a vermicomposting operation in San Diego. Mr. Gross has a B.S. in Business Administration from the University of Phoenix and has written several articles in BioCycle magazine. He currently serves on the Executive Committee of the California Organics Recycling Council (CORC).

##### **Greg Ryan, Operations Manager, Z-Best Composting Facility**

Mr. Ryan has been with Zanker for 10 years and is responsible for all aspects of composting operations at Z-Best. In addition to supervising and hiring all staff, he oversees the day-to-day operations, including processing, monitoring, record keeping, health and safety, and marketing. Mr. Ryan is also responsible for regulatory compliance and reporting to various agencies. He has a B.S. in sociology from Santa Clara University.

**Alex Sharpe, Marketing Manager, Z-Best Composting Facility**

Mr. Sharpe has been in the solid waste industry since 1984. He began his career as a marketing representative for Waste Management, Inc., in Atlanta, GA, where he worked in the operations department from 1987 to 1997. His positions included route auditor, route supervisor, operations manager, assistant general manager, and safety manager. As operations manager he supervised 75 employees, oversaw 55 routes, and was responsible for employee safety training, equipment training, and program training. He was also in charge of route productivity, routing and auditing, and customer service. Mr. Sharpe was instrumental in the successful startup of several municipal contracts that included residential and commercial garbage service and recycling.

## Commercial Food Scraps Program

### Program Overview

The Company in its proposal identified a total of 325 commercial bin accounts and 12 roll-off accounts as potential participants in a commercial food scrap collection program. These accounts include restaurants, grocery stores, and other food and delivery businesses. The Company has also identified schools as potential participants.

The Company shall provide an additional container (bin or cart) to these businesses for the collection of food scraps. The collected material will be delivered to Company's Recovery Transfer Station in San Jose and transported from there to the Z-Best Composting Facility in Gilroy for composting.

Company's proposal assumes a final participation level for commercial bin and roll-off customers of 114 lifts per week, or 57 lifts each on the Tuesday-Thursday route. A lift may represent one customer with weekly service or one-half of the service to a twice-weekly customer.

### Implementation Plan

Company proposed, and the Authority approved the following implementation plan. Adherence to the plan is crucial to ensuring the program meets the minimum service threshold prior to the service commencement date.

Task	Date
Secure all customers, up to 110 cubic yards capacity	October 28
Order bins	November 5
Finalize How-to Guide, bin label and letter	November 15
Deliver letter and guide to customers	December 1
Finalize route (Tuesday and Friday)	December 28
Make presentations to compost customers key employees who will be handling the compost	December 28
Distribute bins	December 28
Start service	January 4

### Routes, Equipment, Personnel

1. The program will add two new front end load routes
2. The two routes will utilize existing front end load vehicles.

3. Roll-off service will utilize existing roll-off vehicles.
4. Program costs include purchase of, and four year depreciation of 30 two-yard or similar size bins, and 100 96 gallon carts.
5. Compactor customers will set-out non-putrescible solid waste in a separate bin or compactor.
6. Annual personnel requirements are estimated to be 832 regular hours and 104 overtime hours.

#### Customer Set-Outs

In addition the other provisions of the Agreement governing Customer set-outs, the following shall apply:

1. Allowable materials include all material identified as Food Scraps in Article 1.64 Organic Materials.
2. Maximum allowed contamination rate for Customer set-outs is 10%. Prohibited materials include fats, oils, animal waste and dead animals, dirt, sod, rock, painted or treated wood, pallets, bamboo, Pampas Gras, palm, yucca and ivy.

Additional technical program assumptions are attached.

#### Service Level Migration

Company's proposal estimates reductions of \$81,144. This figure assumes that many participating business will reduce their container size and/or frequency of collection in order to reduce their overall monthly bill.

#### Facility Tip Fees

The initial Food Scraps Processing Fee is \$74.00 per ton, and is inclusive of transfer, composting, and all activities related to marketing the compost products. Program costs assume collection and delivery of 1,300 tons of material annually.

#### Education and Outreach

In general, Company shall include the program in its education and outreach efforts as specified in Exhibit 5 Public Education and Community Outreach Programs to the Agreement. In addition, Company shall commence and/or continue with, at a minimum, the following efforts:

1. Dissemination of its introductory letter to customers identifying the benefits of the program participation.
2. Dissemination of information in its quarterly newsletters.

3. Contacting the Chambers of Commerce in each City to inform them of the new program, and to offer to attend events and to present information to their members.
4. Inclusion of program information on its website, with a one-step link from the home page.
5. Dissemination of its How-to Guide (attached) to assist participating businesses.
6. Actively work with participating businesses to identify and implement service level changes that reduce individual Customer billings.

The above efforts shall be continued as necessary to ensure the program reaches and maintains, or exceeds the full implementation level.

#### Reporting

Company shall maintain records regarding the program, and report the ongoing progress and results of the program, as generally provided in Article 10 Records, Reports and Information to the Agreement. The Authority may develop, and the Company will comply with any reasonable additional record keeping or reporting requirements specific to this program.

#### Company Compensation

This component of Company's cost will be adjusted in accordance with the contractual CPI adjustment as a component of the Solid Waste Collection Rate, as provided in Article 8.3.1.

#### Program Expansion

Authority and Company will, as necessary, negotiate reasonable compensation for any expansion of the program to include additional customers above the full implementation level."

**EXHIBIT 14b**

**POSSIBLE FUTURE DIVERSION SERVICES**



## General

### Organization

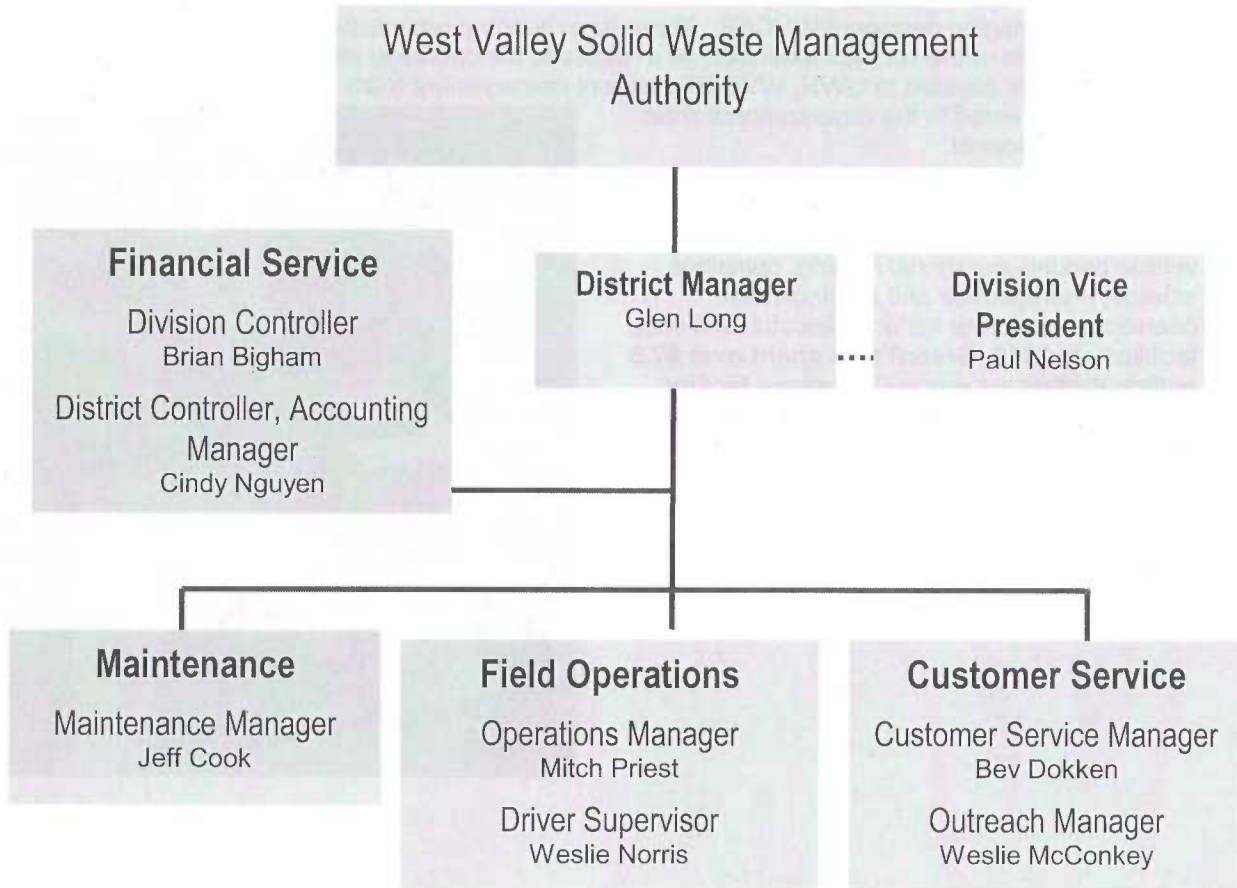
West Valley Collection & Recycling, LLC (WVC&R), is comprised of a joint venture between Waste Connections of California, Inc. (WCI) and GreenWaste Recovery (GWR). WCI has been and will remain the managing partner of WVC&R. There have been no organizational changes nor will there be during the life of the contract extension as it relates to the operating structure of WVC&R. If and when material is directed to GWR, WVC&R's current management team will continue to work with WVSWMA, as noted in the organizational chart under Key Personnel.

West Valley Collection & Recycling office, maintenance facility and yard encompass all vehicle parking, personnel staging, container storage, management and administrative operations, customer service, dispatch and shop facilities. **In 2013, GreenTeam spent over \$2.5 million dollars on our maintenance facility retrofit and construction of a new CNG fueling station.**



## Key Personnel

### West Valley Collection & Recycling Team Organizational Chart



Division Vice President—Paul Nelson

#### Responsibilities

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

#### Background

Mr. Nelson 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, Mr. Nelson has performed several roles for WVC&R and GreenTeam, 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. He holds a bachelor of science in business administration from University of California, Berkeley.

#### **References**

- Donna Perala, City of San Jose Environmental Services Department, (408) 535-8550
- Elizabeth Constantino, Manager Agriculture and Environmental Management, County of Santa Clara (408) 282-3165

### **District Manager—Glen Long**

#### **Responsibilities**

On a day-to-day basis, Glen Long will work directly with the West Valley cities' representatives to establish specific requirements and expectations for the implementation plan and solid waste services under the contract. He will develop and implement programs that support the West Valley cities' garbage, recycling, yard waste, and food waste collection goals.

Mr. Long will work directly with WVC&R's operations manager to ensure the West Valley cities' goals are achieved. He will also work directly with WVC&R's customer service manager, maintenance manager, district controller, regional engineer, and public education manager to verify that these important functions are being performed as expected. He will be ultimately responsible for equipment acquisition in support of the West Valley Cities' goals.

#### **Background**

Mr. Long has worked in the solid waste industry since 2008, bringing with him experience in residential, commercial, and industrial collection service operations; recycling material recovery facility operations; and a strong safety background. He has been at GreenTeam since 2011, where he is district manager, overseeing the daily operations of the West Valley and San Jose market areas, which includes a transfer station, material recovery facility, and two hauling companies. Prior to joining GreenTeam, Mr. Long spent three years with Waste Management, where his last position was district manager responsible for three counties covering all of Northeastern California. He also spent over twenty years in the technology industry with companies including IBM and SMS, where he gained valuable leadership, sales, and operational experience.

#### **References**

- Donna Perala, City of San Jose Environmental Services Department, (408) 535-8550
- Sherry Thrall, County Supervisor Plumas County, California, (530) 258-6058
- Greg Martinelli, VP Government Services Waste Management, (775) 848-2330

### **Operations Manager—Mitch Priest**

#### **Responsibilities**

As operations manager, Mitch Priest will manage drivers, facility and equipment operators, and laborers, ensuring that operational expectations are met for safety, productivity, and meeting customer

needs. He will keep WVC&R's 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 WVSWMA. Mr. Priest will implement safety and compliance programs, staffing, route planning, budgeting, and customer service. Mr. Priest will support WVC&R's driver supervisor and outreach specialist by providing coaching, general instruction, safety instruction, and information on upcoming events within the West Valley cities. He will regularly talk with outreach specialist regarding customer visits and the related information that is compiled.

### **Background**

Mitch Priest has worked in the solid waste industry since 1987, bringing with him experience in the daily operations of residential, multifamily, and commercial collection. He also has a strong background in Safety, having served as the safety manager for Waste Management from 1993–1997. He has been with WCI since 2006. He has held the position of operations manager for the past 11 years at Green Valley Disposal, Waste Management, and currently West Valley Collection and Recycling. Mitch began as a driver in 1987 while working his way through college. After graduating from San Jose State, he began his management career in the solid waste industry and continues to be a respected leader within the industry.

### **References**

- Joe Zanardi, former owner of Green Valley Disposal, (408) 691-1697
- Barbara Uchiyana, Athletic Director – Santa Teresa High School, (408) 347-6226
- Phil Couchee – District Manager, South Valley Disposal, (408) 461-0530

## **Driver Supervisor—Wesley Norris**

### **Responsibilities**

As driver supervisor, Wesley Norris will manage routes and scheduling, work with the office staff and be responsible for customer service and overall safety, including training and safety committee meetings. He will verify the pre-trip and post-trip truck inspections are completed as required and meet customer needs.

### **Background**

Mr. Norris has been in the solid waste industry since 1996. In that time, he has held the positions of floating driver, commercial front load driver, roll-off driver, rear load driver, automated residential driver and route supervisor. He currently oversees the operation and scheduling of 45 route drivers. Wesley worked for 8 years as Operations Manager for Triad-Millworks Inc. in Morgan Hill Ca.

### **References**

- Joe Zanardi, former owner of Green Valley Disposal, (408) 691-1697

## **Maintenance Manager—Jeff Cook**

### **Responsibilities**

As maintenance manager, Jeff Cook will oversee the maintenance operations—ensuring proper preventive maintenance schedules are completed, compliance with California Air Resource Board (CARB) regulations as they relate to the trucks, and that trucks are operating in a safe and efficient manner.

**Background**

Mr. Cook is maintenance manager for WVC&R and GreenTeam of San Jose. He has worked in the solid waste industry since 1995. After 17 years of experience at UPS as a fleet supervisor, he was district manager for Tomra Recycling for Northern California, and went on to manage the fleets for MV Transportation and Berkeley Farms Dairy. Mr. Cook is currently responsible for vehicle and facility maintenance operations for 125 garbage and recyclables collection and support vehicles. Mr. Cook has been responsible for GreenTeam passing every CHP bi-annual Inspection of Terminals program since 1995.

**References**

- Ray Mowry, Owner ,B&C Truck Parts and Bay Counties Diesel Repair 510-714-7252
- Ed Pullen, Owner, The Hose Shop 831-425-4673

Division Controller—Brian Bigham

**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 WVC&R.

**Background**

Mr. Bigham has been in the solid waste and recycling industry since 1999, including seven years with WCI and seven years with Waste Management. Mr. Bigham 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
- Elizabeth Constantino, Manager Agriculture and Environmental Management, County of Santa Clara (408) 282-3165

District Controller, Accounting Manager—Cindy Nguyen

**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**

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

**References**

- Beth Chia, California Public Utility Commission, (415) 703-2874
- Cathy Nguyen, California Water Service Company, (408) 806-4462

**Customer Service Manager—Bev Dokken****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. Ms. Dokken will be the main customer contact and address all billing questions and concerns.

Ms. Dokken will deliver services to customers in a manner that promotes goodwill; interact with customers and WVC&R 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.

Ms. Dokken will verify that all hiring is done in accordance with WVC&R employee hiring guidelines and promote WVC&R's standard operating procedures – assuring efficient, environmentally responsible, and safe workplace practices.

**Background**

Ms. Dokken has worked in the Solid Waste/Recycling Industry since 1991. She is WVC&R'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 WVC&R and GreenTeam service. Ms. Dokken analyzes solid waste and recycling trend data for the cities that WVC&R and GreenTeam serve. 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, Ms. Dokken spent 11 years working for a major semiconductor manufacturer.

**Reference**

- Donna Perala, City of San Jose, (408) 975-2511
- Elizabeth Constantino, Manager Agriculture and Environmental Management, County of Santa Clara (408) 282-3165

Outreach Manager—Weslie McConkey

**Responsibilities**

As WVC&R's outreach manager, Weslie McConkey will manage waste reduction education and outreach programs including business, single-family and multifamily. Day-to-day tasks will include answering questions regarding the "how-to's" of recycling and giving community and municipal presentations.

**Background**

Ms. McConkey has worked in the solid waste industry since 1998. Currently, she is the public relations manager for WVC&R and GreenTeam. Ms. McConkey 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. Ms. McConkey holds a bachelor of arts in environmental studies (with a concentration in communications) from San Jose State University.

**References**

- Donna Perala, City of San Jose Environmental Services Department, (408) 535-8550
- Elizabeth Constantino, Manager Agriculture and Environmental Management, County of Santa Clara (408) 282-3165

**Subcontractors**

WVC&R's single-stream and other traditional recyclables are delivered via our recyclable collection vehicles directly to GreenTeam's Material Recovery Facility (MRF) located at 575 Charles Street, San Jose, California, 95112. Under the new agreement WVC&R will deliver these collected recyclables to GreenWaste Recovery's recycling facility located at 625 Charles Street, San Jose, California, 95112, thereby creating GWR as a subcontractor from the outset of the contract.

If WVSWMA should exercise the option of processing commercial mixed material as part of this contract extension, WVC&R would utilize GWR's processing facility on Charles Street as a subcontractor for this service as well.


GWR meets the levels of insurance and type specified in Section 11.3 of the current contractual agreement.

## Technical Proposal

Successful collection of solid waste and recyclable materials and successful diversion of recyclable materials and organics is dependent upon a strong operation and implementation program. We are very experienced in providing collection services, responding to customer needs and developing innovative programs that meet the goals of the Authority.


## Recyclable Material Collection

WVC&R's primary objective is to increase the diversion of recyclables. One method of accomplishing this goal is to expand the types of materials allowed in the program. At no additional charge to the Authority, starting on day one of the contract extension, we will implement an expanded list of recyclable materials, which will increase the Authority's recycling tonnages. The expanded list of recyclables shown below substantially increases the materials customers can place in their carts and bins.


**WEST VALLEY**  
 COLLECTION & RECYCLING, LLC
 

### EXPANDED Single-Stream Recycling

<p><b>METAL</b></p> <ul style="list-style-type: none"> <li>• Aerosol cans</li> <li>• Aluminum foil</li> <li>• Aluminum pans</li> <li>• Beverage cans</li> <li>• Can lids</li> <li>• Car parts</li> <li>• Doors and screens</li> <li>• Electrical motors</li> <li>• Food/soup cans</li> <li>• Furniture</li> <li>• Hangers</li> <li>• Keys</li> <li>• Lids/caps</li> <li>• Nuts and bolts</li> <li>• Paint cans</li> <li>• Pet food cans</li> <li>• Pipes</li> <li>• Plumbing fixtures</li> <li>• Pots and pans</li> <li>• Propane tanks</li> <li>• Scrap metal</li> <li>• Screws and nails</li> <li>• Sporting goods</li> <li>• Tools</li> <li>• Toys</li> <li>• Umbrellas</li> <li>• Utensils</li> </ul>	<p><b>eWASTE</b></p> <ul style="list-style-type: none"> <li>• Calculators</li> <li>• Cameras</li> <li>• Cell phones</li> <li>• Computer mice</li> <li>• Computer tower</li> <li>• Cords</li> <li>• DVD players</li> <li>• DVRs</li> <li>• Fax machines</li> <li>• Inkjet/toner cartridges</li> <li>• Keyboards</li> <li>• Microwaves</li> <li>• Pagers</li> <li>• PDAs</li> <li>• Printers</li> <li>• Radios</li> <li>• Scanners</li> <li>• Stereos</li> <li>• Telephones</li> <li>• VCRs</li> </ul>	<p><b>PAPER</b></p> <ul style="list-style-type: none"> <li>• Aseptic packaging</li> <li>• Books</li> <li>• Carbonless paper</li> <li>• Cardboard</li> <li>• Cereal boxes</li> <li>• Coffee cups</li> <li>• Colored paper</li> <li>• Computer paper</li> <li>• Construction paper</li> <li>• Coupons</li> <li>• Egg cartons</li> <li>• Envelopes</li> <li>• Frozen food boxes</li> <li>• Gift wrap</li> <li>• Juice boxes</li> <li>• Junk mail</li> <li>• Magazines</li> <li>• Mailers</li> <li>• Milk cartons</li> <li>• Newspaper</li> <li>• Office paper</li> <li>• Paper bags</li> <li>• Paper cups/plates</li> <li>• Photographs</li> <li>• Pizza boxes</li> <li>• Shoe boxes</li> <li>• Shredded paper</li> <li>• Telephone books</li> <li>• Tissue paper</li> </ul>	<p><b>PLASTIC</b></p> <ul style="list-style-type: none"> <li>• Auto parts</li> <li>• Baby wipes containers</li> <li>• Baskets</li> <li>• Beverage bottles</li> <li>• Bleach/detergent bottles</li> <li>• Buckets</li> <li>• Coffee cup lids</li> <li>• Coolers</li> <li>• Crates</li> <li>• Disposable razors</li> <li>• Flower pots</li> <li>• Food containers</li> <li>• Furniture</li> <li>• Gloves</li> <li>• Hangers</li> <li>• Hoses</li> <li>• Household cleaner bottles</li> <li>• Mouthwash bottles</li> <li>• Pet carries</li> <li>• Pipes</li> <li>• Plastics (#1-7)</li> <li>• Prescription bottles</li> <li>• Shampoo bottles</li> <li>• Shelving</li> <li>• Squeeze bottles</li> <li>• Swimming pools</li> <li>• Take-out containers</li> <li>• Toys</li> <li>• Umbrellas</li> </ul>	<p><b>FILM PLASTICS</b></p> <ul style="list-style-type: none"> <li>• Bread bags</li> <li>• Bubble wrap</li> <li>• Cellophane bags</li> <li>• Dry cleaning bags</li> <li>• Frozen food bags</li> <li>• Newspaper bags</li> <li>• Pallet wrap</li> <li>• Plastic liners</li> <li>• Plastic wraps</li> <li>• Produce bags</li> <li>• Shrink wrap</li> </ul>	<p><b>GLASS</b></p> <ul style="list-style-type: none"> <li>• Beverage bottles</li> <li>• Broken glass</li> <li>• Dishware</li> <li>• Food jars</li> <li>• Windows</li> <li>• Wine bottles</li> </ul>	<p><b>TEXTILES</b></p> <ul style="list-style-type: none"> <li>• Cotton</li> <li>• Linen</li> <li>• Polyester</li> <li>• Rayon</li> <li>• Wool fabrics</li> </ul>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------



Proudly Serving the Cities of Campbell, Saratoga, Los Gatos and Monte Sereno Since 2007

With the help of the second outreach coordinator and new residential, commercial and multifamily outreach materials we will provide further education to all customers regarding our new expanded recycling programs.

Containerized single-stream recyclables will be collected on a weekly basis utilizing fully automated CNG side loaders. These vehicles will not have a split body, since they will only collect recyclables for delivery to GreenWaste Recovery for processing.



Currently, WVC&R collects recyclables via 6 residential, 2 hard to serve and three commercial routes. Residential trucks typically make two trips to the material recovery facility (MRF) and the second load has plenty of capacity for the expanded single-stream recyclables. Commercial trucks are making two trips to the MRF on Mondays with plenty of capacity in the second load, and one trip Tuesday through Friday. Due to the recent re-sequencing of the commercial routes, there is time available for a second trip to the MRF as well as additional capacity in that load. The change in location from the GreenTeam MRF at 575 Charles Street in San Jose to GreenWaste Recovery's facility at 625 Charles Street has no impact on drive time. Our expectation is that there will be minimal operational impact resulting from these changes.

## Yard Waste Processing

WVC&R will continue to collect single-family yard waste and solid waste in split body trucks, since both streams will be delivered to Guadalupe Landfill. In recent years, Guadalupe Landfill began utilizing yard waste for cogeneration fuel instead of Alternative Daily Cover. At such time that Guadalupe Landfill develops a composting program, it will be at the sole discretion of the Authority to elect this service. Either approach poses no change to WVC&R's collection activities or service changes to our customers.

## Commercial Mixed Materials Processing

Further diversion can be obtained through the processing of commercial mixed materials. Based on year 2012 tons of material disposed, the Authority will need to divert an additional 13,400 tons in order to achieve 75% diversion. Approximately 73% of the commercial mixed materials will go to GreenWaste Recovery for processing. GreenWaste Recovery has guaranteed capacity to WVC&R for this program in anticipation of the Authority choosing to exercise this option. WVC&R anticipates processing the following percentages of commercial mixed materials based upon the makeup of the solid waste stream at the time of our analysis. These numbers will vary over time.

- Campbell 68.5%
- Saratoga 100%
- Los Gatos 52.2%
- Monte Sereno 0%

The first step will be to audit and identify diversion-rich loads that will be delivered to GreenWaste Recovery for preprocessing, where organics and recyclables will be separated. Organic materials will then be transferred to Z-Best for composting and residue will be delivered to Guadalupe Landfill. Currently, we run six routes on Monday and five routes Tuesday through Friday. We anticipate delivering most of the diversion-rich mixed materials from Saratoga and Campbell and all second loads to GreenWaste for processing due to the proximity of the West Valley yard. The remaining loads would continue to be delivered to Guadalupe Landfill. Our expectation is that there will be minimal operational impact, not more than one hour per route per week, resulting from these changes.

**EXHIBIT 15**  
**CORPORATE GUARANTY**

## GUARANTY

THIS GUARANTY (the "Guaranty") is given as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Waste Connections, Inc., a Delaware corporation ("Guarantor"), to the West Valley Solid Waste Management Authority ("Authority"). This Guaranty is made with reference to the following recitals:

WHEREAS, West Valley Collection & Recycling, LLC, a California limited liability company ("Contractor"), is a majority owned subsidiary of Guarantor; and

WHEREAS, Contractor has entered into an Agreement dated as of \_\_\_\_\_, 20\_\_\_\_ ("Agreement"), with the Authority for the collection of solid waste, recyclable materials, green waste, and construction and demolition debris, the transportation of such materials to appropriate places of processing, recycling, composting and/or disposal, and the processing of recyclable materials; and

WHEREAS, as an inducement to the Authority to enter into the Agreement with the Contractor, and for other good and valuable consideration, receipt of which is hereby acknowledged by Guarantor, Guarantor has agreed to provide the Authority with a guaranty of the obligations of Contractor under the Agreement as they now exist and may hereafter be extended, modified or amended;

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. Guaranty of the Agreement. Guarantor hereby irrevocably and unconditionally guarantees to Authority the complete and timely performance, satisfaction and observation by Contractor of each and every term and condition of the Agreement. If Contractor fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of Contractor. Guarantor hereby guarantees payment to Authority of any damages, costs or expenses which might become recoverable by Authority from Contractor due to its breach of the Agreement.
2. Guarantor's Obligations are Absolute. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Contractor under the Agreement, shall constitute a guarantee of payment and not of collection.
3. Waivers. The Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (a) the insolvency, bankruptcy, reorganization or cessation of existence of Contractor; (b) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (c) any waiver, extension, release or modification with respect to any of the obligations of the Agreement or the impairment or suspension of any of Authority's rights or remedies against Contractor; or (d) any

merger or consolidation of Contractor with any other entity, or any sale, lease or transfer of any or all the assets of Contractor. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Sections 2845, 2849 and 2850, including, without limitation, the right to require Authority to: (a) proceed against Contractor; (b) proceed against or exhaust any security or collateral Authority may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that Authority may proceed against Guarantor for the obligations guaranteed herein without taking any action against Contractor or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral Authority may now or hereafter hold.

Guarantor hereby waives any right which it may have to reimbursement from Contractor for amounts disbursed by Guarantor and any right of subrogation to the rights of Authority against Contractor, including, without limitation, such rights as may be provided under California Civil Code Sections 2847 and 2848. Guarantor agrees that Authority may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Contractor or any other guarantor or pledgor without impairing Authority's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of Authority, to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice to the Guarantor, the time for Contractor's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification is modified or amended in any respect; (d) any other indemnification with respect to Contractor's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (e) any assignment of the Agreement is effected which does not require Authority's approval.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from Authority as a preference, fraudulent transfer or otherwise, irrespective of: (a) any notice of revocation given by Guarantor to Contractor prior to such avoidance or recovery; and (b) payment in full of any obligations then outstanding.

4. Term. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed by Contractor, and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by Authority of any performance bond or other collateral to assure the performance of Contractor's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by Authority against Contractor arising out of the Agreement based on such entity's failure to perform which has not been settled or discharged.
5. No Waivers. No delay on the part of Authority in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligations of Guarantor or right of Authority to take other or further action without notice or demand. No modification or waiver of any of the provision of this Guaranty shall be effective unless it is in writing and signed by Authority and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.
6. Attorney's Fees. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay actual attorneys' fees and all other costs and expenses incurred by Authority in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.
7. Governing Law; Jurisdiction. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by Authority to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts.
8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.
9. Binding on Successors. This Guaranty shall inure to the benefit of Authority and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.
10. Authority. Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Certificate of Incorporation and By-Laws, and that the person signing this Guaranty on its behalf has the authority to do so.

11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To Authority: Executive Director  
West Valley Solid Waste Management  
Authority  
% HF&H Consultants, LLC  
201 North Civic Drive, Suite 230  
Walnut Creek, CA 94596  
Phone: (925) 977-6950  
Fax: (925) 977-6955

To Guarantor: Ron Mittelstaedt  
Chairman and Chief Executive Officer  
Waste Connections, Inc.  
3 Waterway Square Place, Suite 110  
The Woodlands, TX 77380  
Phone: (832) 442-2200  
Fax: (832) 442-2290

With a copy to Guarantor's General Counsel at the same address and facsimile number.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty.

Date: January 10,  
2013.4

WASTE CONNECTIONS, INC. (Guarantor)

By:

  
\_\_\_\_\_  
Ron Mittelstaedt  
Chairman and Chief Executive Officer