



Town of Paradise Town Council Meeting Amended Agenda 6:00 PM – December 12, 2023

Town of Paradise Council Chamber – 5555 Skyway, Paradise, CA

Mayor, Greg Bolin
Vice Mayor, Rose Tryon
Council Member, Steve Crowder
Council Member, Steve “Woody” Culleton
Council Member, Ron Lassonde

Town Manager, Jim Goodwin
Town Attorney, Scott E. Huber
Town Clerk/Elections Official, Dina Volenski
CDD, Planning & Onsite, Susan Hartman
CDD, Building & Code Enforcement, Tony Lindsey
Finance Director/Town Treasurer, Aimee Belev
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, Garrett Needles
Chief of Police, Eric Reinbold
Recovery & Economic Development Director, Colette Curtis
Human Resources & Risk Management Director, Crystal Peters
Information Systems Director, Luis Marquez

Meeting Procedures

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item
 - A. If you wish to address the Council regarding a specific agenda item, please complete a “Request to Address Council” card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
 - B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 4, “Public Communication.” Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

In compliance with the Americans with Disabilities Act (ADA) Compliance, persons who need special accommodations to participate in the Town Council meeting may contact the Town Clerk at least three business days prior to the date of the meeting to provide time for any such accommodation.

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call

- 1e. Introduction of new CAL FIRE Division Chief, Garrett Needles.
- 1f. The year in review by Mayor Greg Bolin.

- [1g.](#) p6 Town Clerk will chair the selection of Mayor for a one-year term beginning December 12, 2023 through December 10, 2024. The Clerk will turn the meeting over to the newly selected Mayor for selection of Vice-Mayor for a one-year term.

- [1h.](#) Camp Fire Recovery Updates- written reports are included in the agenda packet.

p7 Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.

p10 Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update

p12 Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update

p16 Kate Anderson, Business and Housing Manager - Business and Housing Update

2. CONSENT CALENDAR

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion.

- [2a.](#) p18 Approve the Special and Regular meeting minutes of the November 14, 2023 Town Council meetings.

- [2b.](#) p24 Approve the November 2023 Cash Disbursements in the amount of \$4,049,520.78.

- [2c.](#) p34 Approve the recommendation to award insulated tumblers for years of service and hold an annual recognition luncheon for the entire staff; or, consider an alternative direction relating to the employee recognition program.

- [2d.](#) p36 1. Concur with staff's recommendation to extend the HQE System Contract for construction of the Early Warning Sirens to June 20, 2024; and, 2. Approve the attached amendment and authorize the Town Manager to execute the contract extension. (There is no financial impact for this item.)

- 2e. p38 1. Waive the second reading of Town Ordinance No. 630 and read by title only; and, 2. Adopt Town Ordinance No. 630 “An Ordinance Amending Paradise Municipal Code Section 10.20.100 Relating To Parades And Compliance With Parade Permits Terms”.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff.

5. PUBLIC HEARINGS

For items that require a published legal notice and/or a mailed notice.

Public Hearing Procedure:

- A. Staff Report
- B. Mayor opens the hearing for public comment in the following order:
 - i. Project proponents (in favor of proposal)
 - ii. Project opponents (against proposal)
 - iii. Rebuttals – if requested
- C. Mayor closes the hearing
- D. Council discussion and vote

- 5a. p41 1. Conduct a duly noticed public hearing; and,
2. Concur with the project “CEQA determination” finding embodied within Planning Commission Resolution No. 2023-04; and,
3. Concur with the project recommended General Plan Land Use Map amendment and rezone action adopted by the Planning Commission on November 21, 2023, and embodied within Planning Commission Resolution No. 2023-04; and,
4. Adopt Town of Paradise Resolution No. 2023-_____, “A Resolution of the Town Council of the Town of Paradise Amending the Land Use Map of the 1994 Paradise General Plan (Ridge Lifeline Church: PL23-00175)”; and,
5. Waive the first reading of Town Ordinance No. ____ and read by title only; and,
6. Introduce Town of Paradise Ordinance No. ____ “An Ordinance Rezoning Certain Real Property From “C-C” (Community-Commercial) to a “C-S” (Community-Services) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (Ridge Lifeline Church: PL23-00175)”; or,
7. Adopt an alternative directive to town staff. (ROLL CALL VOTE)

6. COUNCIL CONSIDERATION

Action items are presented by staff and the vote of each Council Member must be announced. A roll call vote is taken for each item on the action calendar. Citizens are allowed three (3) minutes to comment on agenda items.

- 6a. p62 1. Discuss and consider adopting Resolution 2023-_____ “A Resolution of the Town Council of the Town of Paradise Intending to Adopt an Amended and Restated Solid Waste Franchise Agreement with Increased Service Fees, a Change in the Service Rate Methodology, and Adding New Services to be Compliant with Senate Bill 1383 (Organics Collection)” expressing the intent to adopt the amended and restated franchise agreement and rate schedule and authorizing Town staff and NRWS to prepare and mail a Proposition 218 Notice, to the satisfaction of the Town Attorney, to all property owners and ratepayers relating to the following:
- A. Extend the existing Franchise Agreement between the Town of Paradise and NRWS for thirteen years through July 1, 2040, adjusting current rates, and adding additional rates and services to comply with SB 1383 organics collection; or,
 - 2. Provide staff with direction on further desired amendments to the solid waste franchise agreement to bring back at a future council meeting; and/or,
 - 3. Authorize staff to engage the services of a Solid Waste Consultant to review and assist in the preparation of an amended Franchise Agreement to bring back to Council for consideration at a future council meeting. (ROLL CALL VOTE)
- 6b. p337 Consider concurring with staff recommendation to reject all bids received for the Animal Shelter Expansion Project and direct staff to revise the project bid documents for reconsideration of advertisement. (ROLL CALL VOTE)
- 6c. p339 1. Hear an update on the CDBG DR Workforce Development allocation to Butte County for \$18.7 Million; and 2. Consider approving Resolution 2023-_____ A Resolution of the Town Council of the Town of Paradise, “Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto from the 2022-2023 Funding Year of the State CDBG-DR Recovery Workforce Program.” (ROLL CALL VOTE)
- 6d. p344 Consider adopting Resolution No. 2023-_____, “A Resolution of the Town Council of the Town of Paradise Approving the Plans, Specifications and Estimate for the 2024 On-System Road Rehabilitation/HSIP Systemic Intersection Safety Improvement Project and Authorizing Advertisement for Bids on the Project”. (ROLL CALL VOTE)
- 6e. p351 Adopt Resolution No. 2023-_____, “A Resolution of the Town Council of the Town of Paradise Approving the Plans, Specifications and Estimate for the 2024 Off-System Road Rehabilitation Project and Authorizing Advertisement for Bids on the Project”. (ROLL CALL VOTE)
- 6f. p358 1. Consider concurring with staff recommendation to file a CEQA Notice of Exemption for the Bille Road/Pentz Road Storm Drain Project; and,
- 2. Adopt Resolution No. 2023-_____, “A Resolution of the Town Council of the Town of Paradise authorizing the Town Manager to negotiate with Edward J. Gleason and Fredalee N. Gleason, Trustees of the Edward J. Gleason

and Fredalee N. Gleason Revocable Trust to acquire a Non-Exclusive Storm Drain Easement and designating authority to the Town Manager to execute the Purchase and Sales Agreement, in substantial form, on a portion of property identified as APN 050-210-089-000 and any related documents necessary to complete the acquisition of the property” and,

3. Authorize the Town Engineer to execute the Certificate of Acceptance for the Non-Exclusive Storm Drain Easement. (ROLL CALL VOTE)

[6g.](#) p395 Consider appointing Council representatives and alternates to represent the Town of Paradise on various local and regional boards, committees and commissions.

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

8. STAFF COMMUNICATION

- 8a. Town Manager Report
 - Community Development Director

9. CLOSED SESSION - None

10. ADJOURNMENT

STATE OF CALIFORNIA) COUNTY OF BUTTE)	SS.
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	
<hr/>	
TOWN/ASSISTANT TOWN CLERK SIGNATURE	



Town of Paradise

Council Agenda Summary

Agenda Item: 1(g)

Date: December 12, 2023

ORIGINATED BY: Dina Volenski, Town Clerk/Elections Official

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Town Council Selection of Mayor and Vice-Mayor for a one-year term beginning December 12, 2023 through December 10, 2024

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

Town Clerk will chair the selection of Mayor for a one-year term beginning December 12, 2023 through December 10, 2024. The Clerk will turn the meeting over to the newly selected Mayor for selection of Vice-Mayor for a one-year term.

Background:

Every year in December the Town Council elects one Council Member to serve as Mayor and one Council Member to serve as Vice-Mayor for a one-year term. Any Council Member may be nominated for the office of Mayor, including the Council Member who served as Mayor during the previous year. Election requires the affirmative votes of at least three (3) members of the Council (Resolution No. 88-55). The Mayor serves as the presiding officer at Council meetings and is responsible for maintaining order at the meetings; executes certain documents approved by the Town Council, such as contracts, resolutions and ordinances and warrants drawn on the town treasurer; and, represents the Town at various ceremonial events. The Mayor and Vice Mayor also review and approve requests for proclamations.

Analysis: The election process for the Mayor and Vice Mayor is as follows:

1. The Mayor turns the meeting over to the Town Clerk to act as presiding officer for selection of Mayor for a one-year term.
2. The Town Clerk opens the nominations for Mayor. Any Council Member may nominate any other Council Member – no motion necessary.
3. The Town Clerk asks for a Motion, a second and a Council vote to close the nominations for Mayor.
4. The Town Clerk takes a roll call vote on each Council Member nominated in the order of nomination.
5. When one Council Member receives a majority (three) affirmative votes, he/she will be deemed selected as the Mayor for a one-year term and there will be no further vote on any subsequent nominees.
6. The Town Clerk turns the meeting over to the new Mayor as the presiding officer.
7. Procedures for selection of Vice Mayor will be the same and items 2-5 will be repeated by the new Mayor as presiding officer.

Financial Impact:

None.



Town of Paradise
Council Agenda Summary
Date: December 12, 2023

Agenda Item: 1(h)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Monthly Recovery Update

LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. None

Background:

This report continues the Monthly Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire. Included in this update are items related to recovery projects, advocacy economic recovery and development, communications and emergency operations.

Analysis:

ECONOMIC DEVELOPMENT

Commercial Sign Removal Program

- Application period opened January 16th, 2023.
- About \$70,000 is left in the program.
- Less than 15 non-compliant signs remain.
- All properties with non-compliant signs have received a notice of violation and information about the program.

CDBG-DR Economic Development

- The Butte County allocation for CDBG DR Economic Development has been announced at \$18.7 million.
- The Program Policies and Procedures Manual was released in spring 2023.
- Notice of Funding Availability (NOFA) was released on September 29th, 2023.
- The Town is working with our regional workforce partners on an application for a workforce training center, located on the Paradise High School campus, that would focus on resilient building techniques.
- Our partners include Paradise Unified School District, Butte College, Valley Contractor's Exchange, Oroville Adult School, Alliance for Workforce Development, and 3Core.
- A resolution which is required as part of the application will be presented later in tonight's agenda.

Paradise Ridge Brand Campaign

- Rebranding effort led by the Paradise Ridge Chamber of Commerce
- Goal is to create a cohesive brand strategy to market the ridge to businesses and residents.
- The next step is a website for new residents which is currently being developed by the consultant who drafted the study and strategy.
- The website is fully funded through existing grant funds received by the Chamber of Commerce.

RECOVERY

Category 4 Tree Removal Program

- Program opened to applicants in July of 2022 and received 577 applicants. This represents 1,014 acres of private property across the Town.
- The assessment Phase has been completed. Nearly 11,000 standing dead trees have been identified, tagged and catalogued for review by FEMA/CalOES
- Phase 2 continues to be in Federal Environmental Review. We were recently notified that FEMA expect to complete this review in early 2024.
- Town Council has approved a management contract with Butte County Fire Safe Council to manage removal. Contract will be executed upon Phase 2 FEMA Approval.
- Tree cutting process would commence after full phase 2 approval of submitted tree inventory.
- After extensive work with Cal Fire, the Town was recently notified that we have been awarded the CAL FIRE CALIFORNIA CLIMATE INVESTMENTS(CCI) WILDFIRE PREVENTION (WP) GRANT that will cover the entirety of the 25% property owner match requirement. This will mean no cost to property owners for tree removal and a much simpler process of tree removal overall.
- FEMA recently authorized work to begin in some planning activities in order to save time when the project is awarded.

Early Warning Sirens

- The Early Warning Sirens were fully approved in April 2022 and a contract was awarded in July 2022.
- 20 of the 21 Towers are fully operational.
- The final phase of construction is ongoing as tree aesthetics are installed, control units are installed, and training begins, and permanent PG&E power hookups are completed.

Residential Ignition Resistant Retrofit Program

- This project was opened to residents to apply in May 2023 and closed July 31, 2023.
- 118 property owners have submitted applications.
- Assessments will be completed by Oct. 6th and all Phase 1 closeout documents will be transferred to CalOES/FEMA by Oct. 13th.
- Phase 2 retrofits will occur upon full approval of the environmental process in early 2024.

Hazardous Fuels Reduction Program

- Undergoing Federal Environmental Review. We were recently notified that FEMA expects to complete this review in early 2024.
- All other Town required action items are complete.

Defensible Space Code Enforcement

- The Defensible Space Code Enforcement Project was fully approved in November 2023 by FEMA and Cal OES.
- Town Staff are coordinating the process to implement this project in order to have the program operating for the Spring 2024 inspection season.

COMMUNICATIONS

Legislative Tour

- A legislative tour is being planned for January for state legislators to see firsthand what progress has been made and the continued need in recovery.
- The Town is working with Butte County and Assemblyman Gallagher's Office to put the tour together.

EMERGENCY MANAGEMENT

- The Town is working on an agreement with Butte County for a virtual EOC platform to streamline EOC processes.
- The Town is working with Butte County to update the Local Hazard Mitigation Plan (LHMP) in advance of the 2024 deadline.

Financial Impact:

None.



TOWN OF PARADISE
Council Agenda Summary
Date: December 12, 2023

Agenda No. 1(h)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Camp Fire Recovery Updates - Infrastructure

COUNCIL ACTION REQUESTED:

1. None, written monthly update only.

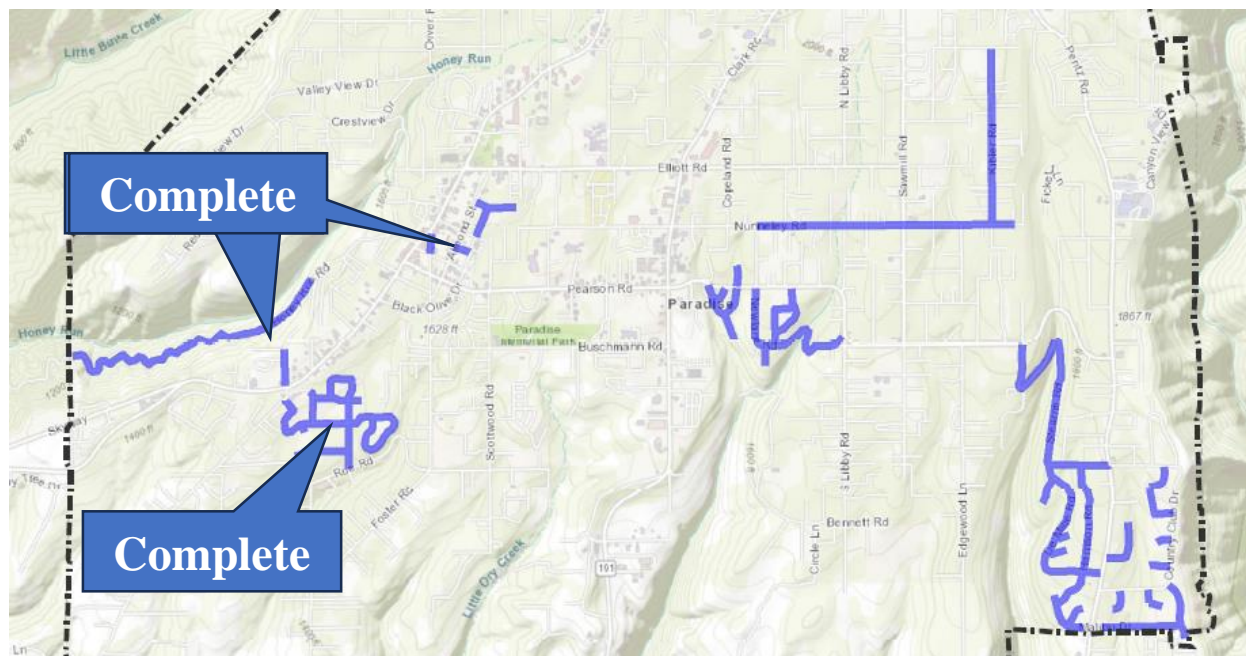
Background:

This report continues the Monthly Disaster Recovery Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire.

Analysis:

Road Rehabilitation

In August, Town Council awarded a contract to Hat Creek Construction for road rehabilitation work in areas such as lower Honey Run Road, Circlewood Drive, Glen Drive, Stearns Road, DeMille Road, Malibu Drive, Nunneley Road, Kibler Road and others. The project's first phase is complete, paving the Circlewood neighborhood, Honey Run Road and downtown streets. Remaining work will be completed in spring of 2024. A map of the project areas is provided below:



Paving projects for 2024 are included in this month's Council agenda for Plans, Specifications and Estimates approval with authorization to advertise for bids. If approved, construction of 20 additional miles of paving would start in the spring and reach completion before winter

Paradise Sewer Project

Accomplishments in Past Month

Responded to PDB RFQ questions, closing the question period on November 27 and posting the final amended RFQ and Draft PDB Contract on November 30. PDB Team SOQs are now due on December 15. The Selection Committee intends to recommend a PDB team to proceed with no later than December 22.

Met with Los Osos and High Desert team member who have completed a similar Septic-to-Sewer project and gained lessons learned. Both Los Osos and High Desert team members agreed to provide additional insights and lessons learned as the Town progresses through the Sewer Project.

Progressed preparations for permit submittals via initial and follow-up consultation meetings.

Submitted all outstanding requests for information to the DFA team.

Key Activities in the Next Month

Review PDB Team SOQs and confirm a recommended PDB team to proceed into contract negotiations.

Align with the DFA team in monthly recurring coordination meeting, including confirmation that all outstanding requests for information have been fulfilled.

Schedule initial informal consultations with remaining permitting entities.



Town of Paradise
Council Agenda Summary
Date: December 12, 2023

Agenda Item: 1(h)

ORIGINATED BY: Tony Lindsey, Community Development
Director, Building & Code Enforcement
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Camp Fire Recovery Updates – Code Enforcement
LONG-TERM RECOVERY PLAN: No
COUNCIL ACTION REQUESTED:

1. Code Enforcement Update

Background:

The Code Enforcement Division is committed to fostering a safe and appealing living and working environment. Our mission is to uphold and enhance our community's overall quality through the fair and impartial implementation of an enforcement program to rectify violations of municipal codes and land use regulations. In collaboration with residents, neighborhood associations, public service agencies, and other Town departments, we strive to:

- Promote voluntary compliance with Town codes.
- Identify and address violations promptly and fairly.
- Foster collaboration efforts to address community concerns.
- Actively engage with the community in navigating the code enforcement process.

Analysis:

Temporary Use Permits (TUPs) issued under the Urgency Ordinance (Exhibit A).

	November	October
Parcels with RV Storage only	64	62
Parcels permitted to occupy an RV	143	146
Accessory structures	13	13

RV Code Enforcement activity. (Exhibit B):

	November	October
Occupied sites without TUPs	27	29
Occupied sites with TUP Violations	6	4
Compliance gained/RV cases closed	4	8

The Community Enhancement Outreach Team, comprised of Disaster Case Managers, Fire

Prevention, Housing, Police Department, and Code Enforcement personnel, visited both permitted and unpermitted RV sites. Throughout these visits, the team engaged with community members to address unmet needs and provided information about available assistance programs.

	November	October
Sites Visited	23	60
Community members contacted	15	21
Tenants	5	10
Owner-occupied	15	11
Supplied contact information	12	15
Do not qualify	2	7

Fire Prevention is crucial to our community's safety and supports our continued economic growth, focusing on three primary goals: Education, Engineering, and Enforcement. Our defensible space and hazardous fuel management ordinance requires property owners to uphold fire-safe conditions, regardless of residency. The dedicated Fire Prevention team conducts weed abatement inspections on 11,100 parcels throughout our community to ensure compliance and reduce fire hazards.

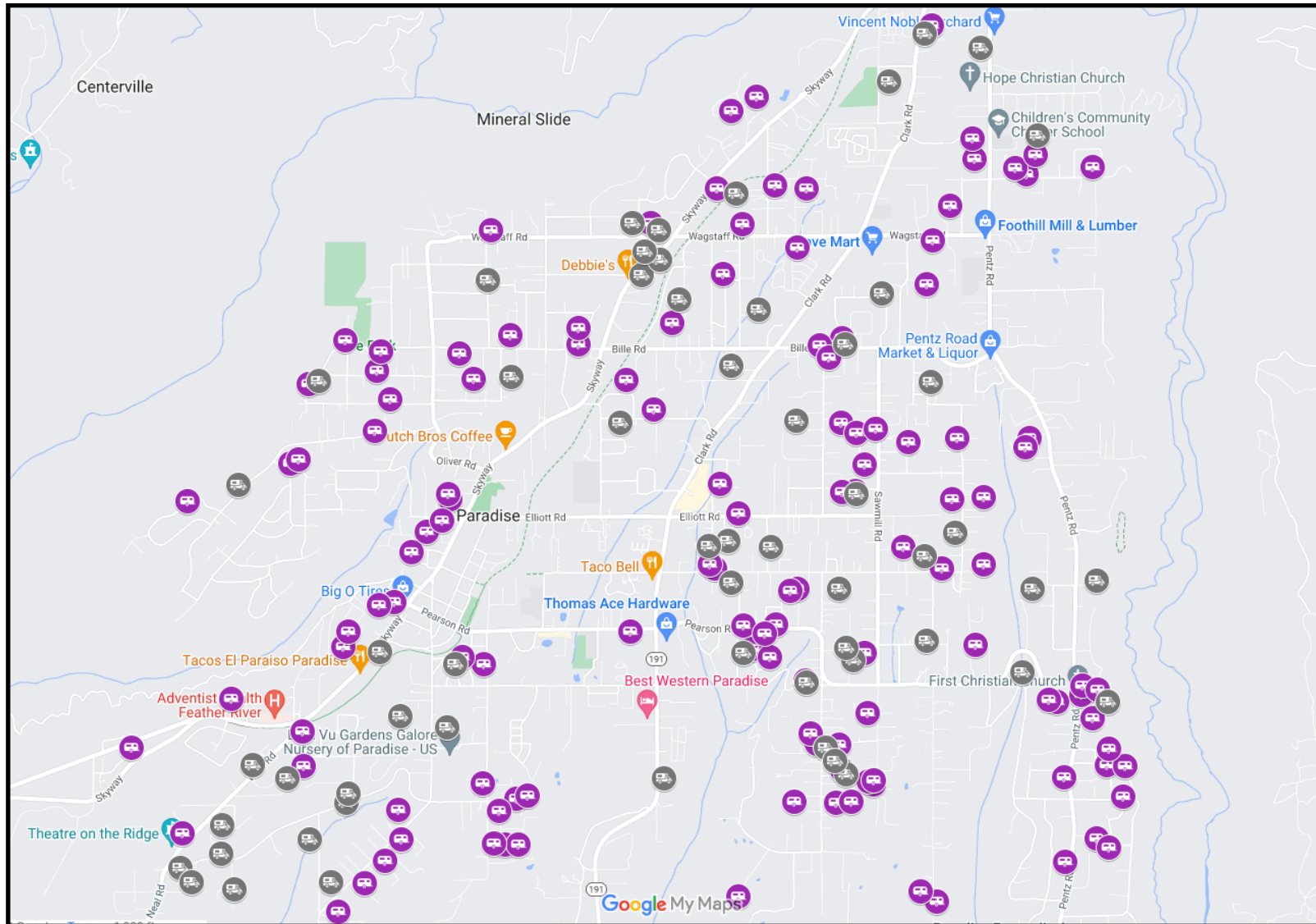
Escrow defensible space inspections	November	October
• Clearance requests received	80	72
• Certificates issued	58	57
• Land Surveyor's Certifications	21	9
• First inspection compliance rate	63%	78%
Weed abatement inspections		
• Compliant parcels	8,496 – 76%	8,427 – 76%
• Active Code cases	257	285
• Commercial parcels	19	22
• Residential parcels	238	263

Other Code Enforcement Items:

Abandoned Vehicle Authority	November	October
• Abatements	1	7

Commercial Sign	November	October
• Violations	14	15

Complaints received complaints covering a variety of issues, including waste and refuse problems, zoning violations related to signs, construction without the required permits, fire hazards, concerns related to vehicles, unauthorized dwellings, absence of garbage service, grading issues, and the existence of unpermitted laydown yards.

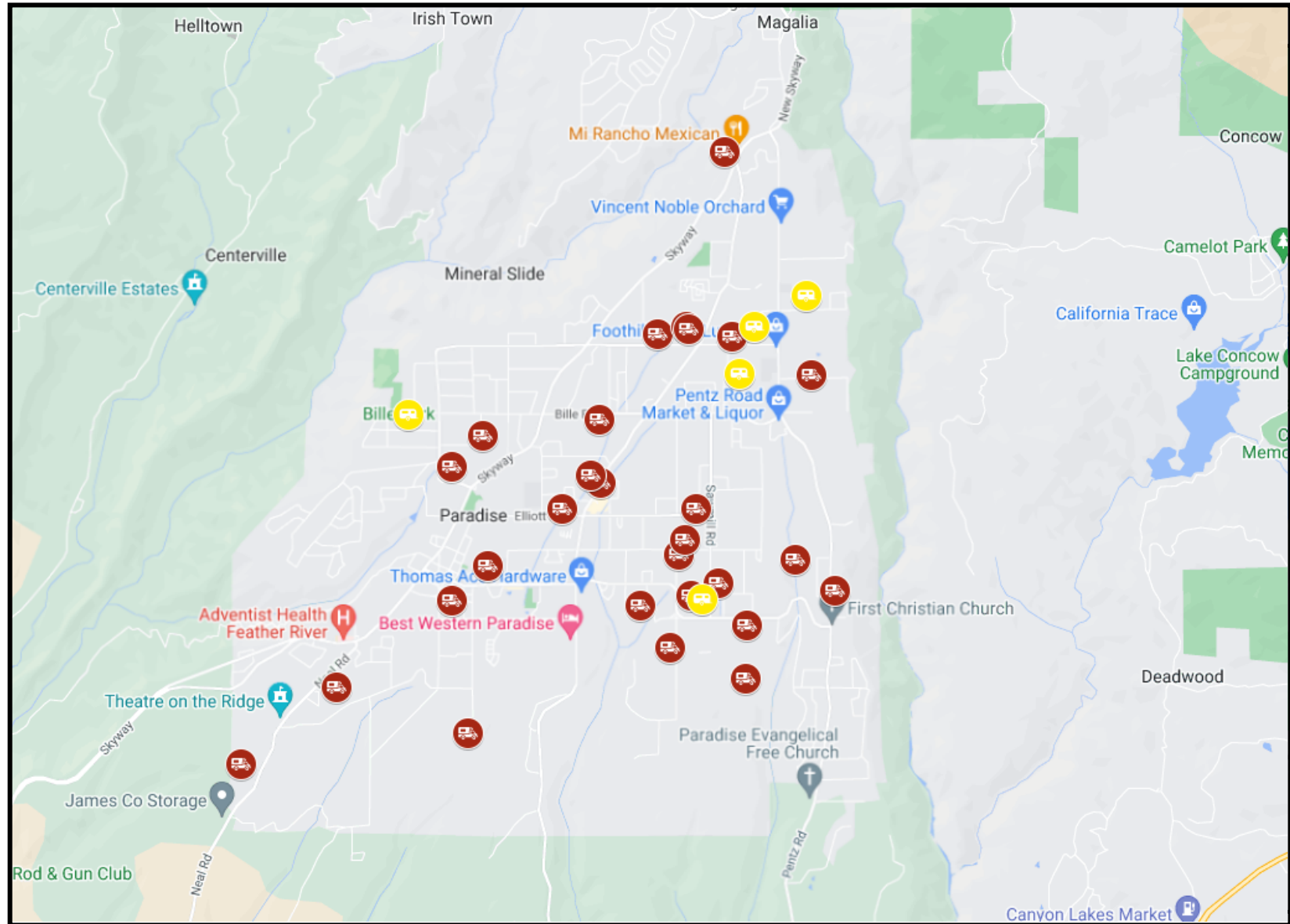


RV TUP STORAGE ONLY **64**



RV TUP OCCUPIED **143**

TUP Violations 11/29/2023



Violations w/ TUP 5



RV no TUP 28



Town of Paradise
Council Agenda Summary
Date: December 12, 2023

Agenda Item: 1(h)

ORIGINATED BY: Kate Anderson, Housing Program Manager

REVIEWED BY: James Goodwin, Town Manager

SUBJECT: Housing Recovery Update

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED: None

Background:

This report provide the Town Council with an update of Housing activities. A summary of the programs, with overall interest and change from the last month, follows.

Analysis:

We have 33.11% of our pre-disaster housing stock to-date (1,377 surviving units + 2,601 new CofOs to-date [an increase of 24 from last month] = 3,978 habitable dwellings / 12,015 housing units before the Camp Fire). An additional 817 permits have been issued (up 3 from last month) but have not received their CofO yet.

Town of Paradise Owner-Occupied Rehabilitation/Reconstruction Program (\$16 million) -- This program helps homeowners rehabilitate or reconstruct their home. We have completed 49 homes, there are 11 under construction, and 15 applications in process.

Town of Paradise First-Time Homebuyer Program (\$7 million) -- Helping to make home ownership more affordable. We have assisted 26 households to date and have 7 applications in process.

CDBG-DR Multifamily Rental Housing Program (\$55 million) -- Goal is to create affordable rental housing. Eight (8) projects were submitted but only seven (7) projects will be funded for a total of 290 units. One project (4 units) is currently leasing up and two projects (55 units) are under construction, anticipated to be completed by next fall. Two more projects (91 units) have received tax credits and are completing preconstruction paperwork, and 2 projects (140 units) will apply for tax credits in February.

Permanent Local Housing Allocation (PLHA) (\$399,166) -- Allocates matching funds to North Valley Housing Trust to administer short-term, pre-development loans for affordable multifamily projects. First predevelopment loan of \$400,000 has been made.

CDBG (2023 Annual Allocation=\$100,691; unspent funds=\$130,473.63) -- Continuing to fund public services and lot acquisition for affordable homeownership. CV funds (\$208,244 not included above) will assist households living in RVs with emergency rental assistance; that program is now available.

HOME Infill New Construction (\$700,000) -- Create affordable housing for first-time homebuyers. Grant has been awarded but still waiting for Standard Agreement from HCD.

CLOSING OUT -- Town of Paradise Septic Grant Program (\$570,000) -- Grant assisted Camp Fire survivors to repair or replace septic systems damaged or destroyed during the Camp Fire or subsequent

clean-up efforts. We assisted 30 households with the repair or replacement of their system. We are now referring people to Rebuild Paradise Foundation for their septic grant.

CLOSING OUT -- SB2 Planning Grant Program (\$160,000) – This grant funded our Rebuild Advocate program and Rebuild Paradise Foundation's Residential Floorplan Library. In total, the Rebuild Advocates assisted over 847 households and the Town mastered 24 plans for RPF's library which to-date has resulted in 223 building permits. These are legacy programs that will continue well into the coming years and are model programs for other jurisdictions.

Financial Impact:

None.



**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 5:00 PM – November 14, 2023**

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Bolin at 5:00 p.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBERS PRESENT: Steve Crowder, Steve “Woody” Culleton, Ron Lassonde, Rose Tryon and Greg Bolin, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Clerk/Elections Official Dina Volenski, Town Attorney Scott E. Huber and Community Development Director Tony Lindsey.

At 5:02 p.m. Mayor Bolin announced that the Town Council would adjourn to Closed Session for the following items:

2. CLOSED SESSION

- 2a. Pursuant to Government Code section 54956.9(d)(4), the Town Council will meet with the Town Manager and Town Attorney to consider initiation of litigation - one (1) potential case.
- 2b. Pursuant to Government Code Section 54957, the Town Council will hold a closed session discussion relating to a performance evaluation of the Town Manager.

After reconvening from Closed Session at 6:00 p.m. Mayor Bolin announced that no reportable action was taken, direction was given.

3. ADJOURNMENT

Mayor Bolin adjourned the Council meeting at 6:00 p.m.

Date approved:

By:

Attest:

Greg Bolin, Mayor

Dina Volenski, CMC, Town Clerk



TOWN COUNCIL Meeting Minutes

6:00 PM – November 14, 2023

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Bolin at 6:03 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Culleton.

COUNCIL MEMBERS PRESENT: Steve Crowder, Steve “Woody” Culleton, Ron Lassonde, Rose Tryon and Greg Bolin, Mayor

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Attorney Scott E. Huber, Town Clerk/Elections Official Dina Volenski, Community Development Director Susan Hartman, Community Development Director Tony Lindsey, Public Works Director/Town Engineer Marc Mattox, Finance Director/Town Treasurer Aimee Bealeu, Recovery and Economic Development Director Colette Curtis, Business and Housing Manager Kate Anderson, Project Manager Brian Solecki, Police Lieutenant Cameron Kovacs and Information Systems Director Luis Marquez.

- 1a. Mayor Bolin presented a proclamation recognizing November as Homeless and Runaway Youth Awareness Month. Nancy Jorth accepted the proclamation on behalf of Youth for Change. (180-40-027)
- 1b. Camp Fire Recovery Update - Written reports are included in the agenda packet. (110-60-061)

Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations

Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update

Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update

Kate Anderson, Business and Housing Manager - Business and Housing Update

2. CONSENT CALENDAR

MOTION by Tryon, seconded by Lassonde, approved consent calendar items 2a through 2g. Roll call vote was unanimous.

- 2a. Approved Special and Regular minutes of the October 10, 2023 Town Council meeting.
- 2b. Approved the October 2023 Cash Disbursements in the amount of \$3,373,922.96. (310-10-034)
- 2c. Reviewed and filed the 1st Quarter Investment Report for the fiscal year ending June 30, 2024. (360-30-006)
- 2d. Approved Resolution No. 2023-51, "A Resolution of the Town Council of the Town of Paradise Adopting Administrative Policy 225, a Personally Identifiable Information Policy (PII)." (110-10-020)
- 2e. 1. Declared the described equipment from the Public Works Department as surplus property; and 2. Adopted Resolution No. 2023-52, "A Resolution of the Town Council of the Town of Paradise, Declaring Certain Town Equipment to be Surplus and Obsolete and Authorizing Disposal by the Town Manager or His Designee." (380-10-003)
- 2f. 1. Approved Program Supplement Agreement No. 00000A280 to the Master Agreement Administering Agency-State Agreement for State Funded Projects, Agreement No. 03-5425S21 for Go Paradise: Skyway Link. (950-40-070)

2. Adopt Resolution 2023-53 "A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager to Sign the Program Supplement Agreement No. 00000A280 Between the California Department of Transportation and the Town of Paradise for the Active Transportation Program Corresponding to Project Go Paradise: Skyway Link." (950-40-070)

3. Approved Program Supplement Agreement No. F022 Rev. 2 to the Master Agreement Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15 for Go Paradise: Pentz Student Pathway. (950-40-043, 510-20-378)

4. Adopted Resolution 2023-54 "A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager to Sign the Program Supplement Agreement No. F022 Rev. 2 Between the California Department of Transportation and the Town of Paradise for the Active Transportation Program Corresponding to Project Go Paradise: Pentz Student Pathway." (950-40-043, 510-20-378)

5. Approved Master Agreement No. 03-5425S21 Administering Agency-State Agreement for State-Funded Projects. (510-20-406)

6. Adopted Resolution 2023-55 “A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager to Sign the Master Agreement No. 03-542S21 Between the California Department of Transportation and the Town of Paradise for State-Funded Projects.” (510-20-406)

- 2g. Adopted Resolution No. 2023-56, “A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager or Their Designee to Execute Grant of Easement to Pacific Gas & Electric Company for the Purposes of the Town’s Installation of Electric Vehicle Charging Stations at 220 Pearson Road.” (850-20-011)

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

1. Amy Sperske informed Council that the Butte County Library in Paradise is set to close in 2024 when funding runs out, and asked if Council might be able to help save the library.
2. Ward Habriel praised Town staff and the Police Department and spoke in opposition of the free landscape design plans offered by the Town.
3. Carrie Max asked how many people who have rebuilt in Town were pre-fire residents of Paradise.

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

- 6a. Town Attorney Scott E. Huber presented proposed Ordinance No. 630 regarding an amendment to parade permit terms.

MOTION by Culleton, seconded by Crowder, 1. Waived the first reading of Town Ordinance No. 630 and read by title only; and, 2. Introduced Town Ordinance No. 630. “An Ordinance Amending Paradise Municipal Code Section 10.20.100 Relating To Parades And Compliance With Parade Permits Terms.” Roll call vote was unanimous. (540-16-199)

- 6b. Public Works Director/Town Engineer Marc Mattox presented the proposed agreement with Coastland|DCCM regarding contracted on-call professional civil engineering services.

MOTION by Lassonde, seconded by Culleton, 1. Concurred with staff’s recommendation of Coastland|DCCM to perform professional civil engineering services on a variety of federally, state, and locally funded efforts contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals; and, 2. Approved the Professional Services Agreement RFQ 2023-004 with Coastland|DCCM; and, 3. Adopted Resolution 2023-57 “A Resolution of the Town Council of the Town of Paradise Designating Authority to the Paradise Town Manager

To Execute The Agreement for Professional Services and Individual Task Orders Under the Professional Services Agreement for RFQ 2023-004 On-Call Professional Civil Engineering Services – Skyway Corridor up to the Maximum Contract Aggregate Amount of Five Million Dollars to Expedite and Facilitate Camp Fire Recovery Efforts”. Roll call vote was unanimous. (510-20-407)

- 6c. Public Works Director/Town Engineer Marc Mattox provided Town Council with an update on the Town's storm drainage systems. (910-10-010)

1. Carrie Max commented on storm preparation and PG&E box placements.

- 6d. Community Development Director Susan Hartman presented the proposed changes to the Local Agency Management Program (LAMP).

MOTION by Lassonde, seconded by Culleton adopted Town of Paradise Resolution No. 2023-58, “A Resolution of the Town Council of the Town of Paradise Amending the Local Agency Management Program (LAMP) Relating to Onsite Sewage Disposal Regulations.” Roll call vote was unanimous. (960-30-018)

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items – None

- 7b. Council reports on committee representation

Council Member Lassonde attended a press conference on the Capital steps; participated in the Pancake Breakfast on November 4th; attended the Time Capsule event on November 8th, as well as the event hosted by Hands of Hope; attended the Butte County Supervisory Board Meeting and the Community Remembrance Dinner at CMA Church on November 9th.

Council Member Crowder provided an update on the tax relief bill for fire victims; attended a meeting with Enloe Hospital and Assemblyman Gallagher to explore ideas on how to bring healthcare back to the Ridge; as well as several ribbon cuttings.

Council Member Culleton attended several of the 5-Year anniversary events and the Solid Waste Committee meeting.

Vice Mayor Tryon attended the Butte Quality Air Management board meeting; the BCAG board meeting; the Paint Your Paradise event; the Time Capsule event on November 8th; a Legislative Committee meeting and Solid Waste Committee meeting.

Mayor Bolin thanked Recovery and Economic Development Director Colette Curtis for her work on the 5-Year events; Town Council for their participation in the events; and those who helped organize the press conference on the Capital steps.

7c. Future Agenda Items - None

8. STAFF COMMUNICATION

8a. Town Manager Report - None

Community Development Director Susan Hartman reported that CDD reissued the building plans for Donuts in Paradise; completed the first plan check for Mercy Housing Phase I; issued a construction permit for Rental Guys; that CDD expects an application for another 21-unit senior, affordable housing project to come in within the next few weeks; that staff is working on a use permit for an indoor recreation facility; and issued a use permit to decommission Cape Code Mobile Home Park. Ms. Hartman shared that the General Plan Safety Element will go to the Board of Forestry for review in December and CDD applied for a grant to assist with the sewer system overlay. She shared that Planning Commission will hold a public hearing on a rezone project for the Lifeline Church and in December Commission will consider a use permit for another 72-unit multi-family on Clark Road.

9. CLOSED SESSION - None

10. ADJOURNMENT

Mayor Bolin adjourned the meeting at 7:33 p.m.

Date approved:

By:

Attest:

Greg Bolin, Mayor

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
November 1, 2023 - November 30, 2023



CASH DISBURSEMENTS REPORT
November 1, 2023 - November 30, 2023

Check Date	Pay Period End	Description	Amount	Total
11/10/2023	11/5/2023	Net Payroll - Direct Deposits and Checks	\$ 218,459.15	
11/24/2023	11/19/2023	Net Payroll - Direct Deposits and Checks	<u>\$ 230,627.45</u>	
				\$ 449,086.60
Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	417,604.35	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>3,182,829.83</u>	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>3,600,434.18</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 4,049,520.78</u></u>

APPROVED BY: _____
Aimee Belev - Finance Director/Town Treasurer

APPROVED BY: _____
Jim Goodwin - Town Manager

TOWN OF PARADISE

Payment Register

From Payment Date: 11/1/2023 - To Payment Date: 11/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
84653	11/02/2023	Open			Accounts Payable	Adobe, Inc.	\$227.90		
84654	11/02/2023	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$310.00		
84655	11/02/2023	Open			Accounts Payable	Asbury Environmental Services	\$100.00		
84656	11/02/2023	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$102.47		
84657	11/02/2023	Open			Accounts Payable	AT&T MOBILITY	\$89.46		
84658	11/02/2023	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$196.20		
84659	11/02/2023	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$26.83		
84660	11/02/2023	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$26.94		
84661	11/02/2023	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,148.16		
84662	11/02/2023	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,053.16		
84663	11/02/2023	Open			Accounts Payable	Axon Enterprise Inc	\$1,717.19		
84664	11/02/2023	Open			Accounts Payable	BATTERIES PLUS	\$25.82		
84665	11/02/2023	Open			Accounts Payable	Bidwell Truck & Auto	\$2,186.98		
84666	11/02/2023	Open			Accounts Payable	Big O Tires	\$881.71		
84667	11/02/2023	Voided	Duplicate Payment	11/20/2023	Accounts Payable	Biometrics4ALL, Inc	\$22.50		
84668	11/02/2023	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$2,401.20		
84669	11/02/2023	Open			Accounts Payable	Bluebeam, Inc	\$240.00		
84670	11/02/2023	Open			Accounts Payable	Bureau Veritas North America, Inc	\$9,075.00		
84671	11/02/2023	Open			Accounts Payable	Business Fulfillment Services, Inc.	\$1,560.00		
84672	11/02/2023	Open			Accounts Payable	COMCAST CABLE	\$421.40		
84673	11/02/2023	Open			Accounts Payable	COUNTY OF BUTTE	\$1,500.00		
84674	11/02/2023	Open			Accounts Payable	Creative Composition Inc	\$410.93		
84675	11/02/2023	Open			Accounts Payable	CSG Consultants, Inc.	\$31,541.25		
84676	11/02/2023	Open			Accounts Payable	DADCO	\$69,582.23		
84677	11/02/2023	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$2,497.88		
84678	11/02/2023	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$10,581.30		
84679	11/02/2023	Open			Accounts Payable	Dokken Engineering, Inc.	\$2,784.02		
84680	11/02/2023	Open			Accounts Payable	Dokken Engineering, Inc.	\$10,917.58		
84681	11/02/2023	Voided	Incorrect Vendor	11/13/2023	Accounts Payable	Elks National Foundation, Inc	\$455.11		
84682	11/02/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$23.97		
84683	11/02/2023	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$156.25		
84684	11/02/2023	Open			Accounts Payable	Guardian Public Safety Background Investigations	\$700.00		
84685	11/02/2023	Open			Accounts Payable	Hawkins Delafield & Wood LLP	\$40,406.50		
84686	11/02/2023	Open			Accounts Payable	HDR Engineering, Inc	\$12,840.12		
84687	11/02/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$26,020.00		
84688	11/02/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$17,000.00		
84689	11/02/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$22,485.00		
84690	11/02/2023	Open			Accounts Payable	HQE Systems, Inc.	\$191,062.69		
84691	11/02/2023	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$23,034.12		
84692	11/02/2023	Open			Accounts Payable	JORDAN, CSO, SHAWN	\$15.00		
84693	11/02/2023	Open			Accounts Payable	JOURNYX, INC.	\$1,000.00		
84694	11/02/2023	Open			Accounts Payable	KP Research Services, Inc.	\$1,500.00		

TOWN OF PARADISE
Payment Register

From Payment Date: 11/1/2023 - To Payment Date: 11/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84695	11/02/2023	Open			Accounts Payable	LES SCHWAB TIRE CENTER - CDD/PW	\$29.00		
84696	11/02/2023	Open			Accounts Payable	LIFE ASSIST INC	\$344.80		
84697	11/02/2023	Open			Accounts Payable	Livermore Service and Sales Inc.	\$34,587.72		
84698	11/02/2023	Open			Accounts Payable	Look Ahead Veterinary Services	\$376.54		
84699	11/02/2023	Open			Accounts Payable	Mark Thomas & Company Inc	\$24,196.96		
84700	11/02/2023	Open			Accounts Payable	Mendes Supply Company	\$82.82		
84701	11/02/2023	Open			Accounts Payable	Metropolitan Transportation Commission	\$5,090.00		
84702	11/02/2023	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$1,400.00		
84703	11/02/2023	Open			Accounts Payable	Mickelson's Firearms, Chris, Mickleson	\$1,834.84		
84704	11/02/2023	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$476.47		
84705	11/02/2023	Open			Accounts Payable	North State Tire Co. Inc.	\$460.20		
84706	11/02/2023	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$12,082.45		
84707	11/02/2023	Open			Accounts Payable	NORTHSTAR	\$682.00		
84708	11/02/2023	Open			Accounts Payable	NORTHSTAR	\$638.00		
84709	11/02/2023	Open			Accounts Payable	NV5, Inc.	\$2,476.44		
84710	11/02/2023	Open			Accounts Payable	NV5, Inc.	\$1,828.12		
84711	11/02/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$177.58		
84712	11/02/2023	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$766.58		
84713	11/02/2023	Open			Accounts Payable	OROVILLE FORD	\$1,636.85		
84714	11/02/2023	Open			Accounts Payable	Oroville Tow & Salvage	\$1,190.00		
84715	11/02/2023	Open			Accounts Payable	Pace Analytical Services, LLC	\$1,677.54		
84716	11/02/2023	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$14,841.12		
84717	11/02/2023	Open			Accounts Payable	PARADISE POST	\$54.49		
84718	11/02/2023	Voided	Incorrect Vendor	11/29/2023	Accounts Payable	Popos Transport	\$18.00		
84719	11/02/2023	Open			Accounts Payable	RENTAL GUYS - CHICO	\$230.92		
84720	11/02/2023	Open			Accounts Payable	Richardson & Company, LLP	\$1,260.00		
84721	11/02/2023	Open			Accounts Payable	Riebes Auto Parts- Motorpool	\$404.13		
84722	11/02/2023	Open			Accounts Payable	Rolls Anderson & Rolls Civil Engineers	\$7,740.00		
84723	11/02/2023	Open			Accounts Payable	South Bay Regional Public Safety Training Consort	\$177.00		
84724	11/02/2023	Open			Accounts Payable	Spherion Staffing	\$11,238.75		
84725	11/02/2023	Open			Accounts Payable	T and S DVBE Inc.	\$102.36		
84726	11/02/2023	Open			Accounts Payable	T MOBILE USA, INC.	\$1,671.55		
84727	11/02/2023	Open			Accounts Payable	Tahoe Pure Water Co.	\$74.00		
84728	11/02/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$848.14		
84729	11/02/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$17.77		
84730	11/02/2023	Open			Accounts Payable	THRIFTY ROOTER	\$220.00		
84731	11/02/2023	Open			Accounts Payable	Tri Flame Propane	\$53.40		
84732	11/02/2023	Open			Accounts Payable	TRUEPOINT SOLUTIONS, LLC	\$2,100.00		
84733	11/02/2023	Open			Accounts Payable	Urban Planning Partners Inc	\$315.00		
84734	11/02/2023	Voided	Incorrect Amount	11/06/2023	Accounts Payable	Valley Iron Inc	\$2,203.26		
84735	11/02/2023	Open			Accounts Payable	Wayne A. Murphy General Contractor	\$8,340.00		
84736	11/02/2023	Open			Accounts Payable	Williams Scotsman, Inc. (Mobile Mini)	\$475.93		
84737	11/02/2023	Open			Accounts Payable	Aflac	\$57.98		
84738	11/02/2023	Open			Accounts Payable	Met Life	\$11,684.73		

TOWN OF PARADISE

Payment Register

From Payment Date: 11/1/2023 - To Payment Date: 11/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84739	11/02/2023	Open			Accounts Payable	OPERATING ENGINEERS	\$1,008.00		
84740	11/02/2023	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,966.86		
84741	11/02/2023	Open			Accounts Payable	SBA Monarch Towers III LLC	\$173.16		
84742	11/02/2023	Open			Accounts Payable	SUN LIFE INSURANCE	\$7,402.59		
84743	11/02/2023	Open			Accounts Payable	SUPERIOR VISION SVC INC	\$874.02		
84744	11/02/2023	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$70.00		
84745	11/08/2023	Open			Accounts Payable	ICMA 457 - MissionSquare	\$1,310.28		
84746	11/08/2023	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$848.29		
84747	11/16/2023	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$261.78		
84748	11/16/2023	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$113.80		
84749	11/16/2023	Open			Accounts Payable	ALLIANT INSURANCE	\$773.00		
84750	11/16/2023	Open			Accounts Payable	American Dream Construction	\$203.52		
84751	11/16/2023	Open			Accounts Payable	AT&T MOBILITY	\$85.60		
84752	11/16/2023	Open			Accounts Payable	AT&T MOBILITY	\$202.59		
84753	11/16/2023	Open			Accounts Payable	Big O Tires	\$75.00		
84754	11/16/2023	Open			Accounts Payable	Biometrics4ALL, Inc	\$1,367.76		
84755	11/16/2023	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$7,882.55		
84756	11/16/2023	Open			Accounts Payable	Boy Scouts of America, troop 316	\$455.11		
84757	11/16/2023	Open			Accounts Payable	Broad & Gusman	\$4,000.00		
84758	11/16/2023	Open			Accounts Payable	Bug Smart	\$83.00		
84759	11/16/2023	Open			Accounts Payable	BUTTE CO RECORDER	\$1,138.50		
84760	11/16/2023	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$180.70		
84761	11/16/2023	Open			Accounts Payable	Calif Dept of Tax and Fee Administration	\$261.78		
84762	11/16/2023	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,270.00		
84763	11/16/2023	Open			Accounts Payable	Chico State Enterprises	\$7,500.00		
84764	11/16/2023	Open			Accounts Payable	CivicPlus, LLC	\$3,800.00		
84765	11/16/2023	Open			Accounts Payable	COMCAST CABLE	\$148.40		
84766	11/16/2023	Open			Accounts Payable	COMCAST CABLE	\$406.40		
84767	11/16/2023	Open			Accounts Payable	COMCAST CABLE	\$421.40		
84768	11/16/2023	Open			Accounts Payable	Cordico Psychological Corporation	\$500.00		
84769	11/16/2023	Open			Accounts Payable	Creative Composition Inc	\$374.46		
84770	11/16/2023	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$3,179.12		
84771	11/16/2023	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$11,425.50		
84772	11/16/2023	Open			Accounts Payable	DOGGIE WALK BAGS, INC.	\$519.33		
84773	11/16/2023	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$45.00		
84774	11/16/2023	Open			Accounts Payable	Employment Development Dept	\$3,600.00		
84775	11/16/2023	Open			Accounts Payable	Entersect	\$109.95		
84776	11/16/2023	Open			Accounts Payable	Ernst & Young US LLP	\$16,867.50		
84777	11/16/2023	Open			Accounts Payable	Flud, Michael	\$352.00		
84778	11/16/2023	Open			Accounts Payable	FOOTHILL MILL & LUMBER	\$180.76		
84779	11/16/2023	Open			Accounts Payable	General Pacific Inc	\$1,788.65		
84780	11/16/2023	Open			Accounts Payable	GOVERNOR'S OFFICE OF EMERGENCY SERVICES	\$1,528.00		
84781	11/16/2023	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$329.74		
84782	11/16/2023	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,792.22		

TOWN OF PARADISE
Payment Register

From Payment Date: 11/1/2023 - To Payment Date: 11/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84783	11/16/2023	Open			Accounts Payable	Gregory Cundiff	\$700.00		
84784	11/16/2023	Open			Accounts Payable	Hat Creek Construction & Materials, Inc.	\$1,606,707.91		
84785	11/16/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$27,735.00		
84786	11/16/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$11,728.00		
84787	11/16/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$13,783.00		
84788	11/16/2023	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$10,000.00		
84789	11/16/2023	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$6,907.96		
84790	11/16/2023	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$86.70		
84791	11/16/2023	Open			Accounts Payable	INTERSTATE SALES	\$2,340.33		
84792	11/16/2023	Open			Accounts Payable	J.J.R. Enterprises Inc	\$1,129.03		
84793	11/16/2023	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$186.65		
84794	11/16/2023	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,200.00		
84795	11/16/2023	Open			Accounts Payable	L.N. CURTIS & SONS	\$997.00		
84796	11/16/2023	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$290.49		
84797	11/16/2023	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$29.00		
84798	11/16/2023	Open			Accounts Payable	Linford, Wade	\$255.80		
84799	11/16/2023	Open			Accounts Payable	MEEHOS RESTAURANT	\$2,000.00		
84800	11/16/2023	Open			Accounts Payable	Mendes Supply Company	\$835.44		
84801	11/16/2023	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$910.00		
84802	11/16/2023	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
84803	11/16/2023	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
84804	11/16/2023	Open			Accounts Payable	NICOLETTI, CHRISTOPHER	\$352.00		
84805	11/16/2023	Open			Accounts Payable	NORMAC INC	\$508.64		
84806	11/16/2023	Open			Accounts Payable	North State Audio Visual, Inc	\$700.00		
84807	11/16/2023	Open			Accounts Payable	North Valley Housing Trust	\$200,000.00		
84808	11/16/2023	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$964.37		
84809	11/16/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$563.92		
84810	11/16/2023	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$706.48		
84811	11/16/2023	Open			Accounts Payable	OROVILLE FORD	\$20.26		
84812	11/16/2023	Open			Accounts Payable	Pace Analytical Services, LLC	\$1,498.60		
84813	11/16/2023	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$14,129.06		
84814	11/16/2023	Open			Accounts Payable	Paradise Audio Services	\$600.00		
84815	11/16/2023	Open			Accounts Payable	PARADISE PERFORMING ARTS CENTER	\$4,359.00		
84816	11/16/2023	Open			Accounts Payable	PARADISE POST	\$47.01		
84817	11/16/2023	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$91.34		
84818	11/16/2023	Open			Accounts Payable	PERKINS MOBILE AUTO GLASS	\$1,039.00		
84819	11/16/2023	Open			Accounts Payable	Psomas	\$45,145.48		
84820	11/16/2023	Open			Accounts Payable	Psomas	\$46,916.57		
84821	11/16/2023	Open			Accounts Payable	RE CONSTRUCTION	\$14,850.00		
84822	11/16/2023	Open			Accounts Payable	RENTAL GUYS - CHICO	\$283.74		
84823	11/16/2023	Open			Accounts Payable	Riebes Auto Parts- Motorpool	\$307.29		
84824	11/16/2023	Open			Accounts Payable	Robbies Paradise Burgers Inc	\$3,133.00		
84825	11/16/2023	Open			Accounts Payable	SHI International Corp	\$5,503.66		
84826	11/16/2023	Open			Accounts Payable	Sigler Pest Control	\$100.00		

TOWN OF PARADISE

Payment Register

From Payment Date: 11/1/2023 - To Payment Date: 11/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84827	11/16/2023	Open			Accounts Payable	SILVERADO AVIONICS, INC	\$1,446.62		
84828	11/16/2023	Open			Accounts Payable	Spherion Staffing	\$5,805.00		
84829	11/16/2023	Open			Accounts Payable	Stratti	\$10,278.05		
84830	11/16/2023	Open			Accounts Payable	Stratton Appraisals	\$400.00		
84831	11/16/2023	Open			Accounts Payable	T & L Construction	\$3,500.00		
84832	11/16/2023	Open			Accounts Payable	The Ferguson Group	\$5,000.00		
84833	11/16/2023	Open			Accounts Payable	THOMAS ACE HARDWARE	\$69.83		
84834	11/16/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$946.97		
84835	11/16/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$76.69		
84836	11/16/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$5.79		
84837	11/16/2023	Open			Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$218.99		
84838	11/16/2023	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$4,800.00		
84839	11/16/2023	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$90.00		
84840	11/16/2023	Open			Accounts Payable	Valley Iron Inc	\$1,101.63		
84841	11/16/2023	Open			Accounts Payable	VERIZON WIRELESS	\$342.09		
84842	11/16/2023	Open			Accounts Payable	VERIZON WIRELESS	\$1,206.30		
84843	11/16/2023	Open			Accounts Payable	WILSON PRINTING	\$86.60		
84844	11/16/2023	Open			Accounts Payable	Wood, Montana, S	\$45.00		
84845	11/27/2023	Open			Accounts Payable	ICMA 457 - MissionSquare	\$1,310.28		
84846	11/27/2023	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$848.29		
84847	11/30/2023	Open			Accounts Payable	4LEAF, Inc	\$7,304.00		
84848	11/30/2023	Open			Accounts Payable	Adams Ashby Group, Inc.	\$46,745.00		
84849	11/30/2023	Open			Accounts Payable	ADK Permit Service, Inc.	\$18.00		
84850	11/30/2023	Open			Accounts Payable	ADO Professional Solutions, Inc.	\$1,802.97		
84851	11/30/2023	Open			Accounts Payable	ALLSTAR FIRE EQUIPMENT	\$1,967.13		
84852	11/30/2023	Open			Accounts Payable	Amazon Capital Services	\$21.32		
84853	11/30/2023	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$760.72		
84854	11/30/2023	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$102.47		
84855	11/30/2023	Open			Accounts Payable	AT&T MOBILITY	\$89.46		
84856	11/30/2023	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$196.20		
84857	11/30/2023	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$28.86		
84858	11/30/2023	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,327.67		
84859	11/30/2023	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$29.01		
84860	11/30/2023	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,053.16		
84861	11/30/2023	Open			Accounts Payable	Baker Tilly US, LLP	\$900.00		
84862	11/30/2023	Open			Accounts Payable	Bear Electrical Systems, Inc	\$1,520.00		
84863	11/30/2023	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$5,000.00		
84864	11/30/2023	Open			Accounts Payable	Brixie Hansen Judge	\$125.00		
84865	11/30/2023	Open			Accounts Payable	Brixie Hansen Judge	\$125.00		
84866	11/30/2023	Open			Accounts Payable	Broad & Gusman	\$4,000.00		
84867	11/30/2023	Open			Accounts Payable	Business Fulfillment Services, Inc.	\$95.00		
84868	11/30/2023	Open			Accounts Payable	Calif Dept of Tax and Fee Administration	\$228.89		
84869	11/30/2023	Open			Accounts Payable	Chico Granite and Marble	\$550.00		
84870	11/30/2023	Open			Accounts Payable	Chico Meals on Wheels	\$1,982.16		

TOWN OF PARADISE

Payment Register

From Payment Date: 11/1/2023 - To Payment Date: 11/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84871	11/30/2023	Open			Accounts Payable	Chico Party Rentals	\$1,449.92		
84872	11/30/2023	Open			Accounts Payable	COMCAST CABLE	\$401.40		
84873	11/30/2023	Open			Accounts Payable	Cooper, Andrew	\$18.00		
84874	11/30/2023	Open			Accounts Payable	CSG Consultants, Inc.	\$8,320.00		
84875	11/30/2023	Open			Accounts Payable	DADCO	\$7,731.36		
84876	11/30/2023	Open			Accounts Payable	David Nichol Kerhoulas, Jr.	\$92.00		
84877	11/30/2023	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$1,175.70		
84878	11/30/2023	Open			Accounts Payable	Eagle Security Systems	\$668.04		
84879	11/30/2023	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$1,238.00		
84880	11/30/2023	Open			Accounts Payable	Explore Butte County	\$22,998.25		
84881	11/30/2023	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$1,247.47		
84882	11/30/2023	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$688.50		
84883	11/30/2023	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$259.15		
84884	11/30/2023	Open			Accounts Payable	Jason Higbee	\$2,289.34		
84885	11/30/2023	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$379.95		
84886	11/30/2023	Open			Accounts Payable	KEN'S PARADISE HITCH & WELDING	\$277.92		
84887	11/30/2023	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$553.42		
84888	11/30/2023	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$515.18		
84889	11/30/2023	Open			Accounts Payable	Kovacs, Cameron	\$18.00		
84890	11/30/2023	Open			Accounts Payable	L.N. CURTIS & SONS	\$679.37		
84891	11/30/2023	Open			Accounts Payable	Lofi Cafe	\$355.00		
84892	11/30/2023	Open			Accounts Payable	Look Ahead Veterinary Services	\$868.36		
84893	11/30/2023	Open			Accounts Payable	Mark Thau Photography	\$205.00		
84894	11/30/2023	Open			Accounts Payable	Mendes Supply Company	\$181.62		
84895	11/30/2023	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
84896	11/30/2023	Open			Accounts Payable	MIKE GOGGIA TREE SERVICE	\$1,250.00		
84897	11/30/2023	Open			Accounts Payable	Miwall Corporation	\$9,142.48		
84898	11/30/2023	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$171.01		
84899	11/30/2023	Open			Accounts Payable	NHA Advisors, LLC	\$6,606.25		
84900	11/30/2023	Open			Accounts Payable	NHA Advisors, LLC	\$812.50		
84901	11/30/2023	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$8,267.46		
84902	11/30/2023	Open			Accounts Payable	NORTHSTAR	\$784.00		
84903	11/30/2023	Open			Accounts Payable	NORTHSTAR	\$196.00		
84904	11/30/2023	Open			Accounts Payable	NORTHSTAR	\$98.00		
84905	11/30/2023	Open			Accounts Payable	NORTHSTAR	\$240.00		
84906	11/30/2023	Open			Accounts Payable	NORTHSTAR	\$98.00		
84907	11/30/2023	Open			Accounts Payable	NV5, Inc.	\$17,675.58		
84908	11/30/2023	Open			Accounts Payable	O'REILLY AUTO PARTS	\$25.03		
84909	11/30/2023	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$381.10		
84910	11/30/2023	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$371.13		
84911	11/30/2023	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$873.82		
84912	11/30/2023	Open			Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$3,000.00		
84913	11/30/2023	Open			Accounts Payable	PARADISE RIDGE CHAMBER OF COMMERCE	\$170.00		
84914	11/30/2023	Open			Accounts Payable	Patricia Hoppers	\$99.61		

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
84915	11/30/2023	Open			Accounts Payable	Peters, Habib, McKenna, Juhl-Rhodes & Cardoza, LLP	\$1,150.50		
84916	11/30/2023	Open			Accounts Payable	RENTAL GUYS - CHICO	\$108.25		
84917	11/30/2023	Open			Accounts Payable	Riebes Auto Parts- Motorpool	\$372.87		
84918	11/30/2023	Open			Accounts Payable	Spherion Staffing	\$1,107.00		
84919	11/30/2023	Open			Accounts Payable	Szeremi Sweeping Service, LLC	\$6,634.40		
84920	11/30/2023	Open			Accounts Payable	T and S DVBE Inc.	\$628.27		
84921	11/30/2023	Open			Accounts Payable	T MOBILE USA, INC.	\$1,671.55		
84922	11/30/2023	Open			Accounts Payable	Tahoe Pure Water Co.	\$74.00		
84923	11/30/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$213.75		
84924	11/30/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$134.53		
84925	11/30/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$41.87		
84926	11/30/2023	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$88.18		
84927	11/30/2023	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$1,800.00		
84928	11/30/2023	Open			Accounts Payable	Tri Flame Propane	\$86.78		
84929	11/30/2023	Open			Accounts Payable	TRUEPOINT SOLUTIONS, LLC	\$3,000.00		
84930	11/30/2023	Open			Accounts Payable	ULINE	\$497.88		
84931	11/30/2023	Open			Accounts Payable	Urban Planning Partners Inc	\$2,452.50		
84932	11/30/2023	Open			Accounts Payable	US Ecology US Holding Company, LLC	\$8,160.29		
84933	11/30/2023	Open			Accounts Payable	VALLEY OAK VETERINARY CENTER	\$125.96		
84934	11/30/2023	Open			Accounts Payable	Vannucci, Dominic	\$18.00		
84935	11/30/2023	Open			Accounts Payable	VERIZON WIRELESS	\$249.46		
84936	11/30/2023	Open			Accounts Payable	Williams Scotsman, Inc. (Mobile Mini)	\$475.93		
84937	11/30/2023	Open			Accounts Payable	Wood Rodgers, Inc.	\$1,247.76		
Type Check Totals:							\$3,213,811.15		
<u>EFT</u>									
1498	11/02/2023	Open			Accounts Payable	CALPERS	\$144,519.07		
1499	11/08/2023	Open			Accounts Payable	CALPERS - RETIREMENT	\$59,309.53		
1500	11/08/2023	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$10,296.63		
1501	11/08/2023	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$10,151.32		
1502	11/08/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$36,456.96		
1503	11/27/2023	Open			Accounts Payable	CALPERS - RETIREMENT	\$60,392.44		
1504	11/27/2023	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$11,656.67		
1505	11/27/2023	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$12,633.35		
1506	11/27/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$41,207.06		
Type EFT Totals:							\$386,623.03		

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Payment Register

From Payment Date: 11/1/2023 - To Payment Date: 11/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	285	\$3,213,811.15	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	9	\$386,623.03	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	9	\$386,623.03	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	290	\$3,597,735.31	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	4	\$2,698.87	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	294	\$3,600,434.18	\$0.00
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	281	\$3,211,112.28	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	4	\$2,698.87	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	285	\$3,213,811.15	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	9	\$386,623.03	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	9	\$386,623.03	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	290	\$3,597,735.31	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	4	\$2,698.87	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	294	\$3,600,434.18	\$0.00



Town of Paradise
Council Agenda Summary
Date: December 12, 2023

Agenda Item: 2(c)

ORIGINATED BY: Dina Volenski, Town Clerk/Elections Official
REVIEWED BY: Aimee Belev, Finance Director
Scott E. Huber, Town Attorney
Jim Goodwin, Town Manager
SUBJECT: Town Council Employee Recognition Program
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

Approve the recommendation to award insulated tumblers for years of service and hold an annual recognition luncheon for the entire staff; or, consider an alternative direction relating to the employee recognition program.

Background:

The Town Council established an employee recognition program by minute order on February 5, 1985. In the early days of the program, the Mayor scheduled a luncheon for the employees as part of the recognition. Many employees were unable to attend a luncheon due to shift work, and on October 19, 1993, the Council concurred to allocate \$30 for each eligible employee, which was increased to \$40 per employee on February 27, 2001, so that employees could enjoy a meal in the Town of Paradise at their convenience, which would be reimbursed upon presentation of a receipt. Funds for the program are authorized during the annual public budget planning process. Due to fiscal constraints, the dinner allocation was eliminated from the 2011/2012 budget. As such, the employee recognition program currently consists of an award of lapel pins and certificates for the 5-, 10- and 15-year employees; plaques for the 20-year employees; and desk clocks for the 25- and 30-year employees. The funds for the program are generally allocated during the annual budget process.

Additionally, the Mayor of the Town of Paradise sends a personal letter to each employee to thank them for their service to the Town and invites them to attend a public meeting to be recognized by the Town Council and to receive their award. If an employee is unable to attend, the award is accepted by the department head on behalf of the employee. The award ceremony is usually scheduled for the February or March meeting. The Town Clerk drafts the letters for the Mayor signature, prepares the certificates and orders awards.

Analysis:

This item is being brought to the Town Council because the Employee Recognition Program has not been reviewed since January 2013 and no updates have been made to the policy since 2001. The lapel pins awarded in the past have the prior logo on them and are not something that is as functional as in years past and are no longer a desirable or collectible item. Last year, insulated

mugs were awarded to the employees with colors designating the years of service. Three 15 years of service black tumblers and six 5 years of service green tumblers were awarded to the employees. Staff would also like to suggest that there be an annual recognition luncheon for the entire Town staff to acknowledge their dedication and commitment to the organization.

The Town Clerk is bringing this item forward as an opportunity for the Council to take action relating to the employee recognition program. There are three 15-year employees, two 10-year employees, and five 5-year employees who have completed their years of service by the end of calendar year 2023.

Staff would like to request that Council formally adopt this procedure for future awardees.

Financial Impact:

If Council approves the new process, the total cost for the Fiscal Year 2023/24 Years of Service awards would be approximately \$285.00 and the annual recognition luncheon would be an additional \$1,000 to the budget for a total cost of \$1,285.00. There is currently money in the Town Clerk Budget for Employee Recognition, however, staff recommends the funding should be reallocated to the Town Council budget since it is the elected officials who are recognizing the Town employees.



Town of Paradise
Council Agenda Summary
Date: December 12, 2023

Agenda Item: 2(d)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: HQE Systems Contract Extension

LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation to extend the HQE System Contract for construction of the Early Warning Sirens to June 20, 2024.
2. Approve the attached amendment and authorize the Town Manager to execute the contract extension.

Background:

The Town of Paradise has been working in partnership with HQE Systems since August 2022 on the construction of the Town Early Warning Siren System. The project broke ground in March 2023 and has been testing active towers since June 2023. There have been minor delays to the overall construction schedule due to the 2023 extended winter, council directed changes to the aesthetic design of the towers and difficulties faced in ground conditions at tower locations. As of September 2023, 20 of the 21 towers are fully functional and being tested monthly. We continue to work with HQE and PG&E in the final step of connecting the towers to permanent power in order to fully complete the project and turn it over to the town.

Analysis:

HQE have been effective partners in the construction of the Early Warning Sirens, and we look forward to the full turnover of the project in the coming months. The original services contract from July 5, 2022 had a pre-mature closure of contract date of June 30, 2023. That contract was extended in July 2023 to December 31, 2023. We are now asking to extend the contract to June 30, 2023 to allow for completion of the project, continued testing for best practices and training and orientation for the operational handoff of the sirens to the Town Emergency Services Team.

Financial Impact:

There is no additional financial impact to the approved project budget. Overall, the project remains under budget.

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE TOWN OF PARADISE AND HQE SYSTEMS**

This Amendment to Agreement is made on December 12, 2023, to the Agreement dated July 5, 2022 by and between the Town of Paradise, a California Municipal Corporation ("Town") and HQE SYSTEMS ("Contractor")

RECITALS:

- A. The initial period of the agreement was from July 5, 2022 and ending on June 30, 2023 for the construction of the Town of Paradise Early Warning System.
- B. In July 2023, Town and Contractor agreed to amend the agreement so that the period of service will be from July 5, 2022 and ending on December 31, 2023.
- C. In December 2023, Town and Contractor have agreed to amend the agreement so that the period of service will be from July 5, 2022 and ending on June 30, 2024.

AGREEMENT NOW, THEREFORE, Town and Contractor agree as follows:

- 1. The Agreement shall be amended as follows:
- 2. Town and Contractor have agreed to amend the Agreement so that the period of service will be from July 5, 2022 and ending on June 30, 2024.
- 3. All other provisions of the agreement shall remain in full force and effect.
- 4. If there is a conflict between this second Amendment and the agreement, this second Amendment shall be controlling.

TOWN OF PARADISE

HQE SYSTEMS

By: _____
Jim Goodwin, Town Manager

By:

Date:

Date:

REVIEWED FOR CONTRACT POLICY COMPLIANCE

REVIEWED AS TO FORM:

By: _____
Scott E. Huber, Town Attorney

By:

ATTEST:

By: _____
Dina Volenski, CMC, Town Clerk



Town of Paradise
Council Agenda Summary
Date: December 12, 2023

Agenda Item: 2(e)

ORIGINATED BY: Eric Reinbold, Police Chief
REVIEWED BY: Jim Goodwin, Town Manager
Scott E. Huber, Town Attorney
SUBJECT: Adoption of Town Ordinance No. 630

**LONG TERM
RECOVERY PLAN:** No

COUNCIL ACTION REQUESTED:

1. Waive the second reading of the Town Ordinance No. 630 and read by title only; and,
2. Adopt Town Ordinance No. 630 "An Ordinance Amending Paradise Municipal Code Section 10.20.100 Relating To Parades And Compliance With Parade Permits Terms".

Background:

On November 14, 2023, the Town Council introduced Ordinance No. 630 for purposes of eventual adoption. If adopted, the intent of the proposed ordinance is to ensure the implementation of standards for float entry, including the provision of a fire extinguisher, ensuring that the float vehicles and tow-vehicles are rated for the weight of the decorations and riders, as well as prohibiting individuals getting on and off floats as they are in motion. The proposed ordinance also requires that the parade permit applicant ensure compliance with the Town's ordinance by all parade participants.

Analysis:

Town staff recommends that the Town Council waive the second reading of this entire ordinance; read it by title only; and formally adopt Town Ordinance No. 630 [copy attached]. Once adopted, the provisions of this ordinance will be effective thirty (30) days thereafter.

Financial Impact:

A nominal cost for publication of the ordinance within the local newspaper and for codification will be borne by the Town of Paradise.

Attachments:

1. Ordinance No. 630 "An Ordinance Amending Paradise Municipal Code Section 10.20.100 Relating To Parades And Compliance With Parade Permits Terms."

**TOWN OF PARADISE
ORDINANCE NO. 630**

**AN ORDINANCE AMENDING PARADISE MUNICIPAL CODE SECTION 10.20.100
RELATING TO PARADES AND COMPLIANCE WITH PARADE PERMITS TERMS**

SECTION 1. Section 10.20.100 of the Paradise Municipal Code is amended to read as follows:

10.20.100 Compliance with possession of permit, and parade entrant requirements

- A. Any permittee under this chapter shall comply, and ensure compliance by all parade participants, with all permit directions and conditions and with all applicable laws and ordinances.
- B. The permittee or other person heading or leading such activity shall carry the town issued parade permit upon his/her person during the conduct of the parade.
- C. The Permittee shall ensure that all parade entrants, participants and floats, comply with the following terms:
 - a. All floats must use nonflammable materials, to the maximum extent practicable;
 - b. Floats cannot exceed 50 feet in length (including tow vehicle), 13 feet in height and 10 feet in width.
 - c. All vehicles must be properly registered, insured and drivers must have proper license. Tow vehicles must be rated to tow the weight of the trailer or float.
 - d. Floats must be a minimum of 12 inches ground clearance from the frame. Nothing can drag on the roadway from the float. Proper clearance of materials from around the wheels of the vehicles must be incorporated to avoid any materials being caught in them.
 - e. A minimum of one U.L. approved, current dated, multipurpose, dry chemical 2A10BC fire extinguisher must be carried on all floats. The extinguisher must have certification as current or if a new fire extinguisher, must have sales receipt of purchase.
 - f. No smoking on or within 30 feet of any floats at any time.
 - g. Float beds must be sturdy and rated to carry the weight to be imposed.
 - h. Tow vehicles must be properly registered
 - i. The float vehicle must be properly serviced for gasoline, water, oil, brakes, tires and battery prior to entry into the parade. NO extra gasoline, other than in the vehicle's tank, can be carried on the float vehicle.
 - j. Float Riders:
 - i. All passengers standing or sitting on the float MUST be wearing a safety belt or have handholds or other support while the float is moving.
 - ii. Absolutely no riders will be allowed to ride on the edge of the float. Any float with riders or articles hanging over the edge of the float any time before or during the parade will be subject to removal from the line of march.
 - iii. Absolutely no riders may get on or off of float while it is in motion.
 - k. All entries are required to maintain a continuous forward motion during the parade. No stopping to perform anywhere along the parade route.
 - l. Handouts, packaged candy, and favors may be distributed directly by volunteers that are walking with the float. Volunteers must walk up to the sidewalk to distribute materials; no patrons may enter the street along the parade route.

- m. Nothing can be thrown out or sprayed along the parade route, curbside or behind the crowd.
- n. The use of cell phones is prohibited while driving a vehicle on the parade route.

D. A Permittee's failure to comply, or to ensure compliance by all parade participants, with all permit directions and conditions, and with all applicable laws and ordinances may cause the parade to be cancelled or may result in a denial of future parade permit requests.

SECTION 2. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 12th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

DINA VOLENSKI, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



Town of Paradise

Council Agenda Summary

Agenda Item: 5(a)

Date: December 12, 2023

ORIGINATED BY: Susan Hartman, Community Development
Director – Planning & Wastewater

REVIEWED BY: Jim Goodwin, Town Manager
Scott Huber, Town Attorney

SUBJECT: Public Hearing: Planning Commission
Recommendation for Town Council Adoption of a
Paradise General Plan Land Use Map Amendment and
Property Rezone for an Application Identified as Ridge
Lifeline Church: PL23-00175

**LONG TERM
RECOVERY PLAN:** N/A

COUNCIL ACTION REQUESTED:

1. Conduct duly noticed public hearing; and,
2. Concur with the project “CEQA determination” finding embodied within Planning Commission Resolution No. 2023-04; and,
3. Concur with the project recommended General Plan Land Use Map amendment and rezone action adopted by the Planning Commission on November 21, 2023, and embodied within Planning Commission Resolution No. 2023-04; and,
4. Adopt Town of Paradise Resolution No. 2023-_____, “A Resolution of the Town Council of the Town of Paradise Amending the Land Use Map of the 1994 Paradise General Plan (Ridge Lifeline Church: PL23-00175)”; and,
5. Waive the first reading of Town Ordinance No. ____ and read by title only; and,
6. Introduce Town of Paradise Ordinance No. ____ “An Ordinance Rezoning Certain Real Property From “C-C” (Community-Commercial) to a “C-S” (Community-Services) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (Ridge Lifeline Church: PL23-00175)”; or,
7. Adopt an alternative directive to town staff. (ROLL CALL VOTE)

Background:

Project applicant Ridge Lifeline Church is seeking Town of Paradise approval of a Paradise General Plan land use designation amendment from Town-Commercial (T-C) to Community-Service (C-S) and a zone change from Community-Commercial (C-C) to Community-Services (C-S) affecting a ±3.12-acre property.

5445 Clark Road was purchased and converted to a religious assembly land use by the Ridge Lifeline Church after the 2018 Camp Fire. Previously, Ridge Lifeline Church (formally known as

the Assembly of God Church) was located at the NW corner of Elliott Rd and Maxwell Drive next to Paradise High School on property zoned Community Services (CS), as are most churches. At that former site they had an electronic message sign along their Elliott Road frontage as is allowed in that zoning district. The Clark Rd property they purchased after the fire had originally been built and occupied by Tall Pines Entertainment Center as a bowling alley and accordingly was zoned Community Commercial (CC). Unfortunately, they were unable to salvage or reuse their previous electronic message sign because those types of signs are not permitted in the CC zone except for the display of time and/or temperature.

In July 2020, Ridge Lifeline Church was issued a Conditional Use Permit to convert a portion of the bowling alley to a church. The change of zoning would not require a new entitlement and will not impact the existing Use Permit. The previously issued project conditions will still apply. Any new building construction in the future would potentially require modification of the use permit, through a public hearing process, and environmental review of the project.

While no new construction is proposed as part of this general plan amendment / rezoning request, the general plan amendment and rezone will allow the Church to utilize the existing sign on the east side of the property to display changing messages. It is currently restricted to only displaying the time and temperature, a restriction that would be removed if the church is reinstated with their previously assigned Community Services zoning.

Analysis:

The surrounding land use is characterized by a mix of commercial and residential developments. The parcel immediately north of the project site is vacant while the next parcel north contains the Best Western Hotel. The parcel immediately east of the project site is vacant. The parcel to the south of the project site contains a bed and breakfast. Clark Road, a public street, is located immediately west of the project site.

Property zoning in the surrounding area includes a mix of commercial and multi-family residential. Commercial properties surround the parcel to the north, east, and south. Further from the parcel there are properties with community services, industrial, and multi-family zonings.

The proposed project application has been evaluated in accordance with the requirements of the California Environmental Quality Act (CEQA) and was determined to belong to a class of projects that are categorically exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA section 15061 (General Rule Exemption). This exemption applies to the project application because there is no physical development proposed and, therefore, no possibility of any significant adverse environmental impacts upon the existing environmental setting.

The attached Planning Commission resolution document recommends Town Council adoption and assignment of a specific Paradise General Plan land use designation and rezone of certain real property. Attached with this agenda summary for consideration, possible adoption, and introduction respectively by the Town Council, are copies of a proposed Town of Paradise resolution document and a zoning ordinance document, both of which reflect the Planning Commission's recommended actions.

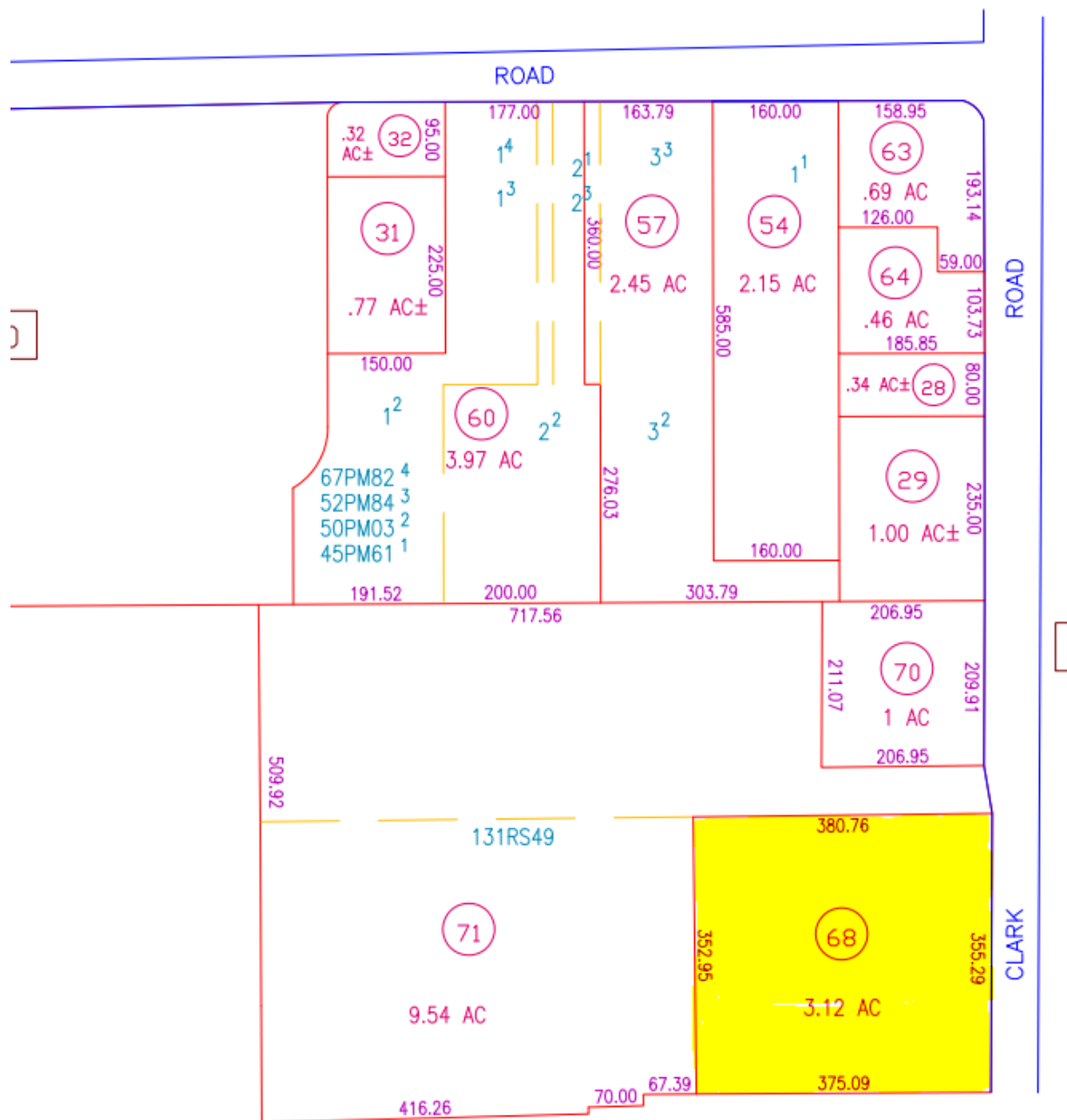
Lastly, for your convenience, town planning staff has also generated and attached other information materials related to this agenda item.

Financial Impact:

The Town incurs no direct costs for the General Plan amendment and first reading and introduction of the zoning ordinance for the rezone. The digital land use and zoning maps are maintained and updated by the Chico State GIC under an existing contract.

**ATTACHEMENTS
FOR
RIDGE LIFELINE CHURCH: PL23-00175 GENERAL PLAN AMENDMENT/REZONE**

1. Project vicinity map.
2. Notice sent to surrounding property owners and the Paradise Post for the public hearing regarding the Ridge Lifeline Church project application.
3. Mailing list of property owners and agencies notified of the public hearing.
4. Notice of Exemption prepared for the Ridge Lifeline Church project.
5. General Plan Amendment/rezone application submitted by Ridge Lifeline Church.
6. Planning Commission Resolution No. 2023-04 adopted November 21, 2023.
7. Town of Paradise Resolution No. 2023-____, "A Resolution of the Town Council of the Town of Paradise Amending the Land Use Map of the 1994 Paradise General Plan (PL23-00175)".
8. Town of Paradise Ordinance No. ____, "An Ordinance Rezoning Certain Real Property From "C-C" (Community-Commercial) to a "C-S" (Community-Services) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (Ridge Lifeline Church: PL23-00175)"



APPLICANT: Ridge Lifeline Church

5445 Clark Road

OWNER: Ridge Lifeline Church

PROJECT DESCRIPTION:

Consideration of a rezone affecting a +/-3.12 property from Community Commercial (CC) to Community Services (CS) for the church land use to better align with the zoning designation and to permit the use of an electronic changeable sign. The rezone would also necessitate a general plan amendment changing the general plan designation from Town Commercial (TC) to Community Services (CS).

ZONING: Community Commercial (CC)

GENERAL PLAN: Town Commercial

FILE NO. PL23-00175

ASSESSOR PARCEL NOS. 054-090-068

MEETING DATE: 12/12/23

**TOWN OF PARADISE
NOTICE OF PUBLIC HEARING
PARADISE TOWN COUNCIL**

NOTICE IS HEREBY GIVEN by the Paradise Town Council that a public hearing will be held on **Tuesday, December 12, 2023** at 6:00 p.m., or as soon thereafter as possible, in the Town Hall Council Chambers, 5555 Skyway, Paradise, California, regarding the following matters:

a. Item determined to be exempt from environmental review:

RIDGE LIFELINE CHURCH GENERAL PLAN AMENDMENT/REZONE APPLICATION (PL23-00175):

Town Council consideration of a Planning Commission resolution recommending Town Council approval of an amendment to the Town of Paradise General Plan land use designation affecting a +/-3.12 acre property from Town Commercial (TC) to Community Services (CS) and change the zoning for the same property from Community Commercial (CC) to Community Services (CS) to reassign the zoning previously assigned to the church at their prior location at the corner of Elliott Road and Maxwell Drive and allow the re-establishment of an electronic changeable message sign. No new development is proposed, only a zoning change. The project site is located at 5445 Clark Road, Paradise and further identified as Assessor Parcel No. 054-090-068.

The project file is available for public inspection at the Building Resiliency Center, 6295 Skyway. If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Town Clerk at, or prior to, the public hearing. For further information please contact the Community Development Director, Building Resiliency Center, 6295 Skyway, Paradise, CA (530) 872-6291, extension 424.

Dina Volenski
Town Clerk

054-110-062-000
Cole Juan Rex Iii
3415 Sunview Dr,
Paradise Ca 95969

054-120-076-000
Hhays Incorporated
1351 Mangrove Ave #A
Chico Ca 95926

054-110-054-000
Martin Family Trust Estate
C/O Martin Matthew C Succ Trustee
12242 Meredian Rd
Chico Ca 95973

054-090-071-000
Paradise Ridge Youth Soccer Club
C/O Barteau Maximilian
Po Box 744
Paradise Ca 95967

054-090-060-000
Foothill Income Properties Ltd Ptnrship
211 Mission Serra Ter
Chico Ca 95926

054-080-065-000
Compac Engineering Inc
C/O James & Mary Jones
1751 Neal Dow Ave
Chico Ca 95926

Paradise Unified School District
6696 Clark Road
Paradise, CA 95969

Paradise Ridge Chamber of Commerce
6161 Clark Road Ste. 1
Paradise, CA 95969

Butte County Planning
Courier

054-120-021-000
Pinecrest Mobile Home Park Llc
20 Declaration Dr Suite 200
Chico Ca 95973

054-120-075-000
Hhays Incorporated
1351 Mangrove Ave #A
Chico Ca 95926

054-110-053-000
Maehl Family Revocable Iv Trust
C/O Maehl David W & Rhonda J Trustees
Po Box 651
Magalia Ca 95954

054-090-070-000
Northgate Real Estate Llc Etal
Valley Real Estate Llc
10196 Clover Ranch Dr
Sacramento Ca 95829

054-090-057-000
West Mk Family Trust
C/O West Mark P & Kimberly Trustees
15032 Little Ron Rd
Chico Ca 95973

054-080-061-000
Crossfire Tree & Vegetation Services Inc
3254 Indian Springs Rd
Paradise Ca 95969

Paradise Irrigation District
6332 Clark Road
Paradise, CA 95969

Paradise Board of Realtors
6161 Clark Road Ste. 2
Paradise, CA 95969

Paradise Cemetery District
980 Elliott Road
Paradise, CA 95969

054-380-002-000
Paradise Youth And Family Center
C/O CHIP Inc
1001 Willow St,
Chico Ca 95928

054-120-033-000
Montgomery Family Trust
C/O Montgomery Martha L Trustee
59 Carr Dr
Moraga Ca 94556

054-110-023-000
Rooney Family Trust
C/O Rooney Michael M & Sandra
5427 Clark Rd
Paradise Ca 95969

054-090-068-000
First Assembly Of God Of Paradise
Po Box 307
Paradise Ca 95967

054-090-029-000
Sampson Real Estate Llc
10196 Clover Ranch Rd
Sacramento Ca 95929

Butte Environmental Council
313 Walnut St., Ste. 140
Chico, CA 95928

Paradise Recreation & Park Dist.
6626 Skyway
Paradise, CA 95969

Pacific Gas & Electric
Laird Oelrichs, Land Agent
350 Salem St.
Chico, CA 95928

Butte Co. Air Quality Mgmt. Dist.
629 Entler Ave., Suite 15
Chico, CA 95928

NOTICE OF EXEMPTION

TO: File – [PL23-00175]; AP No. 054-090-068-000
FROM: Town of Paradise, Community Development Department,
Planning Division, 5555 Skyway, Paradise CA 95969

PROJECT TITLE: Ridge Lifeline Church GPA/Rezone Application

PROJECT APPLICANT: Ridge Lifeline Church

PROJECT LOCATION: 5445 Clark Road, Paradise CA 95969

PROJECT DESCRIPTION: Proposed General Plan amendment and Rezone of a +/- 3.23-acre parcel that contains a church. The proposed rezoning would change the property from its current Community Commercial (CC) zone to the Community Services (CS) zone. The general plan designation would change from Town Commercial (TC) to Community Services (CS). No construction is proposed as part of this application.

APPROVING PUBLIC AGENCY: Town of Paradise

PERSON OR AGENCY CARRYING OUT PROJECT: Applicant & Owner: NAME.

EXEMPT STATUS: ☒ General Rule Exemption (Section 15061)
☐ Ministerial (Section 15268)
☐ Emergency Project (Section 15269)
☐ Categorical Exemption
Section 15304; Class 4

REASON FOR EXEMPTION: The proposed amendments do not constitute a project under CEQA, no physical activity is planned and there is no possibility of significant environmental effect.

CONTACT PERSON: Susan Hartman, Planning Director
(530) 872-6291

SIGNATURE: 

Planning Director

Date: November 15, 2023

DEPARTMENT USE ONLY:

Receipt No. _____ Fee _____

Project No. _____

TOWN OF PARADISE
APPLICATION FOR GENERAL PLAN AMENDMENT/REZONING
(Including TEXT ONLY Amendments)

Applicant's Name RIDGE LIFE LINE CHURCH Phone 530-330-9155
 Applicant's Mailing Address P.O. Box 307 PARADISE, CA 95967
 Applicant's email davidshoemaker52@msn.com Fax 6
 Applicant's Interest in Property (Owner, Lessee*, Other*) OWNER
 *If applicant is not the owner, the owner's signature or letter of authorization MUST accompany this application.
 Owner's Name RIDGE LIFE LINE CHURCH Phone 530 327-4155
 Owner's Mailing Address P.O. Box 307 PARADISE, CA 95967
 Property Address 5445 CLARK ROAD PARADISE, CA 95969
 Engineer (Name, Address) _____
 Engineer's Phone _____ Fax _____ email _____
 AP Number(s) 054-090-0108 Zone _____ Existing Use _____

Check all that apply:
 1. ☒ General Plan Amendment A. ☐ Map Change
 2. ☒ Rezoning B. ☐ Text Change

(For MAP changes, complete entire application. For TEXT ONLY changes, attach a separate sheet detailing the requested change and your reason for the change.)

Present General Plan Designation TC Present Zoning CC
 Requested General Plan Designation CS Requested Zoning CS

Location, dimensions and size of area(s) to be amended/rezoned: 3.12 Acres

Is this application a part of a related development project (e.g., use permit, land division, etc.)? NO

Applicant's reasons for amendment/rezoning: (attach additional sheets if necessary)

Allows current property to be utilized by a service organization AS WAS PREVIOUS. PROPERTY AUTHORIZED PRIOR TO FIRE. ALIGNING PROPERTY WITH OTHER CHURCH ORGANIZATIONS IN PARADISE -

FOR GENERAL PLAN MAP AMENDMENT: Provide details of how the amendment would be of environmental, social and economic benefit to the Town? Aligns property land use designation

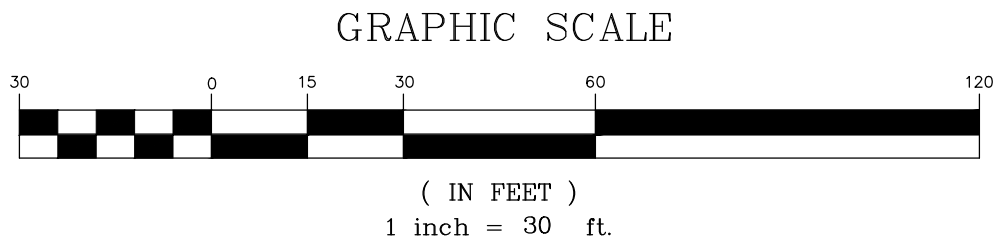
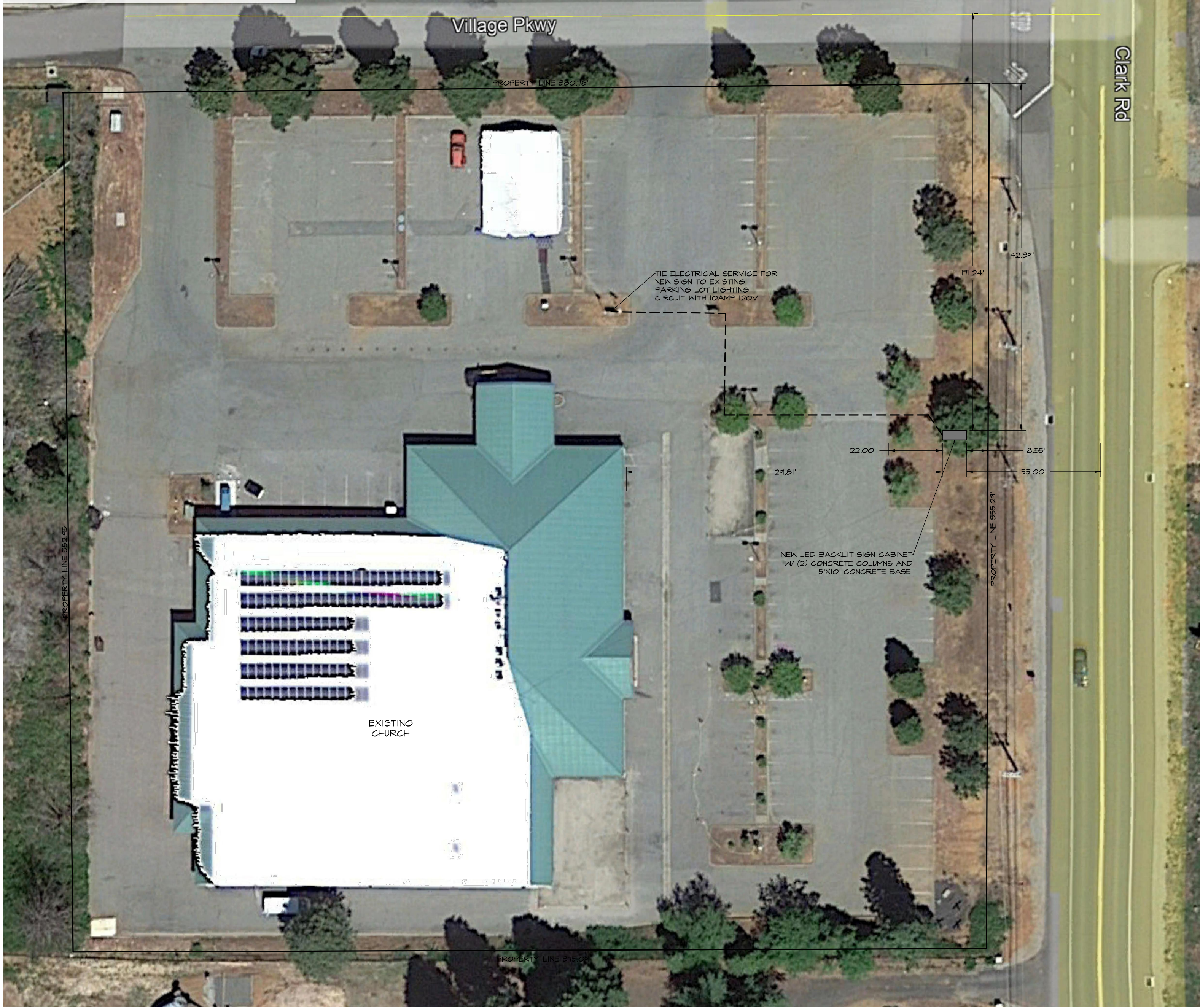
and property zoning designation -

Attach additional sheet(s) if necessary.

I hereby declare under penalty of perjury that the above statements and attached plot plan are true, accurate, complete, and correct to the best of my knowledge and belief.

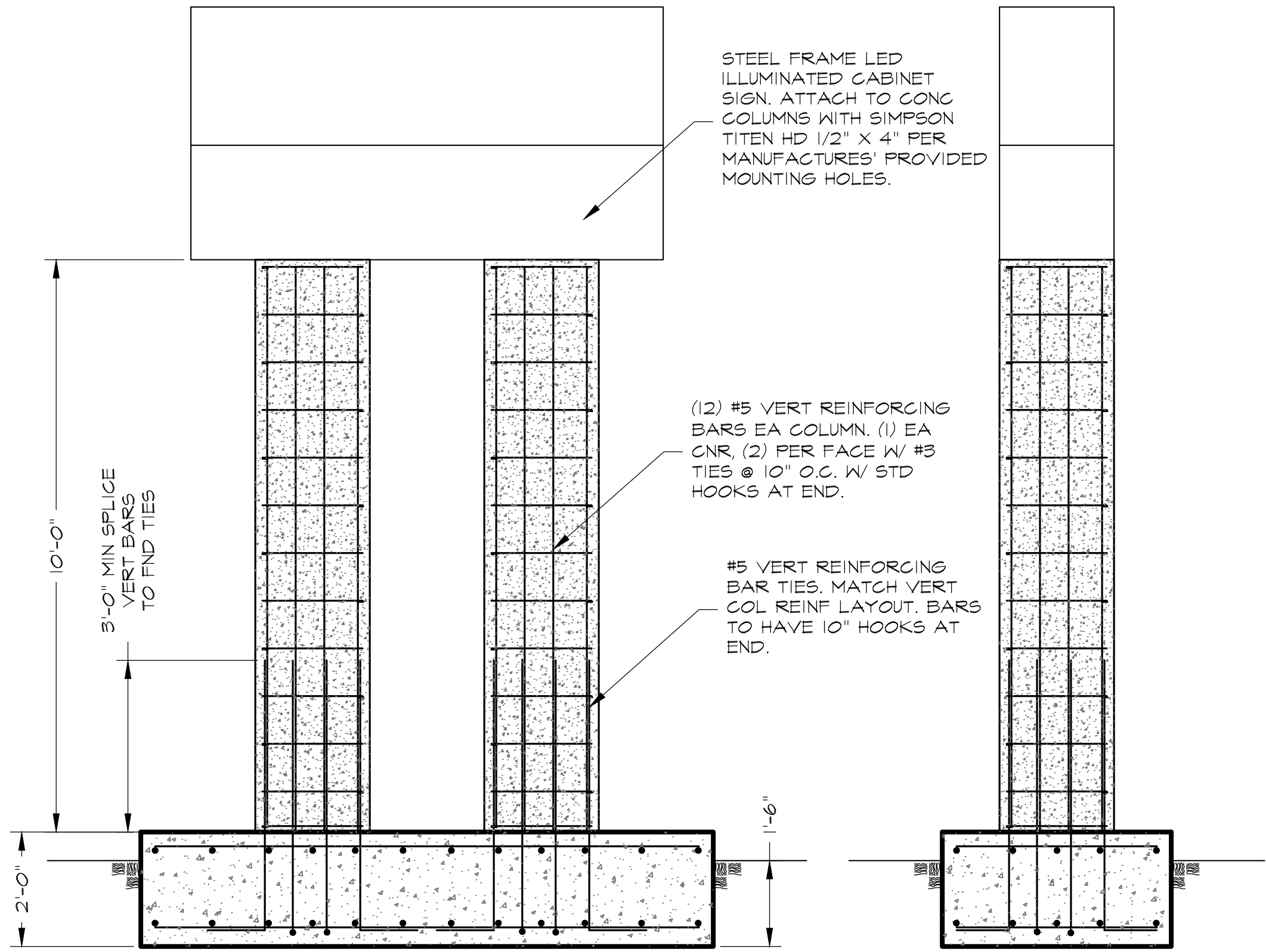
Applicant's Signature [Signature] Date 10-5-23

Property Owner Signature [Signature] Date 10-17-23
 (If applicable)



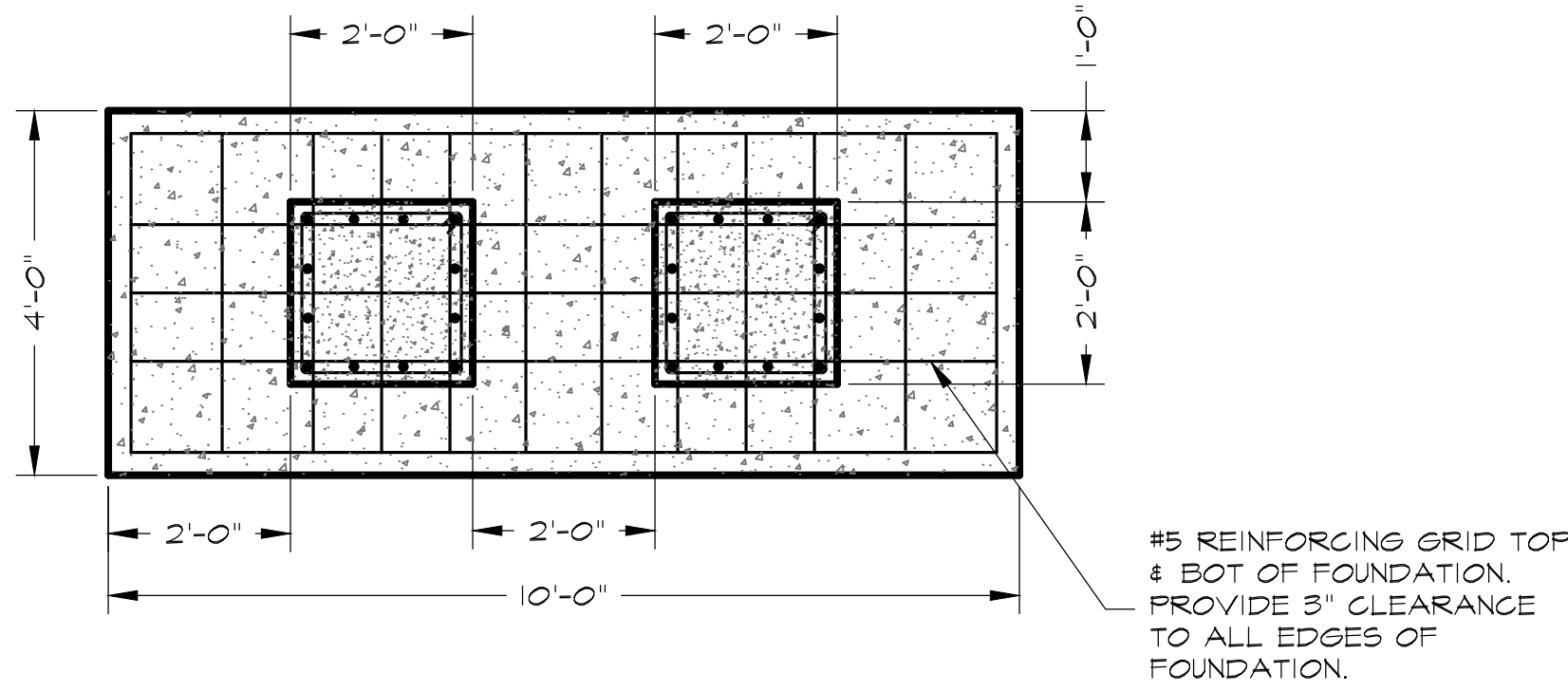
SITE PLAN

1"=30'



ELEVATION PLANS

1/2" = 1'-0"



FOUNDATION PLAN

1/2" = 1'-0"

MINIMUM EROSION AND SEDIMENT CONTROLS FOR PROJECTS DISTURBING LESS THAN ONE ACRE

G-10

THE BMP'S (BEST MANAGEMENT PRACTICES) LISTED BELOW MUST BE IN PLACE DURING THE RAINY SEASON (OCTOBER 15 THROUGH APRIL 15) AND MAY BE REQUIRED AT OTHER TIMES BASED ON WEATHER AND SITE CONDITIONS THROUGHOUT THE YEAR. THE BMP'S LISTED ARE MINIMUM REQUIREMENTS AND ADDITIONAL BMP'S COULD BE REQUIRED BASED ON SITE CONDITIONS.

1. STABILIZED ENTRY: PROVIDE MINIMUM 3" TO 6" FRACTURED ROCK 50' LONG x 15' WIDE BY 6" DEEP OVER CONSTRUCTION GRADE FABRIC.
2. ALL SOILS TRACKED ONTO PAVED ROADWAYS MUST BE CLEANED ON A DAILY BASIS. WHEN STREETS ARE WET OR DURING A RAIN EVENT THERE SHALL BE NO TRACKING OF SOILS ONTO THE STREET.
3. KATTLES SHALL BE INSTALLED PROPERLY, BEHIND CURB OR SIDEWALKS.
4. ROCK BAGS (MINIMUM 2 PER SIDE) AT ALL DRAIN INLET LOCATIONS WITHIN 150' OF THE PROJECT SITE.
5. INTERNAL FILTERS SHALL BE PLACED INSIDE EACH DRAIN INLET.
6. TRASH BARS SHALL BE PLACED ACROSS THE BACK OF ALL DRAIN INLETS.
7. STABILIZE ALL DISTURBED SOILS IN THE FRONT YARD AREAS WITHIN 15' OF THE BACK CURB OR SIDEWALK. (STRAW OR EROSION BLANKETS MAY BE USED FOR THIS APPLICATION)
8. STABILIZE ALL SLOPES WHERE EROSION COULD OCCUR AND CAUSE SILT RUN OFF. (STRAW, VISQUEEN OR EROSION BLANKETS MAY BE USED FOR THIS APPLICATION)
9. ALL PAINT, FUEL, CONSTRUCTION PRODUCTS ETC. SHALL BE STORED IN A COVERED LOCATION AWAY FROM SIDEWALKS AND STORM DRAIN INLETS.
10. PORTABLE CHEMICAL TOILETS IF PROVIDED ON THE SITE MUST BE KEPT OFF OF STREETS AND SIDEWALKS AND A LEAST 50' FROM THE NEAREST STORM DRAIN.
11. ALL TRASH MUST BE COLLECTED AND STORED PROPERLY. DO NOT LET ITEMS SUCH AS DRYWALL MUD BOXES, PAINT BUCKETS, CLEANING MATERIAL CONTAINERS, ETC. COME IN CONTACT WITH ANY RAINFALL OR STORM WATER RUNOFF.
12. PROVIDE A DESIGNATED AREA FOR CONCRETE WASHOUT. HAY BAILS LINED WITH VISQUEEN MAY BE USED FOR THIS APPLICATION. ROLLAWAY BINS MAY ALSO BE USED. ALL CONCRETE WASHOUT SYSTEMS SHALL BE PLACED OFF OF THE PAVED STREETS.
13. AFTER INSTALLATION OF THE ABOVE ITEMS ARE COMPLETE, A MAINTENANCE PROGRAM NEEDS TO BE DEVELOPED TO INSURE THE CONTINUED EFFECTIVENESS OF YOUR BMP'S.

811

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FOR C.M.U.:
LAP 48 BAR Ø
U.O.N.
16ga MIN. TIE WIRE

RANCHO ENGINEERING INC. DOES NOT REPRESENT THAT THESE PLANS OR ANY SPECIFICATIONS IN CONNECTION THEREWITH ARE SUITABLE WHETHER OR NOT MODIFIED FOR ANY OTHER SITE THAN THE ONE FOR WHICH THEY WERE SPECIFICALLY PREPARED. RANCHO ENGINEERING INC. DISCLAIMS ANY RESPONSIBILITY FOR THESE PLANS AND SPECIFICATIONS IF THEY ARE USED WHOLE OR IN PART AT ANY OTHER SITE. PLANS ARE NOT VALID UNTIL REVIEWED AND APPROVED BY APPROPRIATE GOVERNMENTAL AGENCIES.

SIGN BASE
PLAN

RIDGE
LIFELINE
CHURCH

5445 CLARK RD
PARADISE, CA 95956

RANCHO

Engineering, Inc.

CIVIL - STRUCTURAL - SEPTIC DESIGN
6067 SKYWAY, PARADISE, CA 95969
Phone: (530) 877-3700
Fax: (530) 877-3700

REGISTERED PROFESSIONAL ENGINEER
JAYROD P. HOLTYN
066034
EXP. 06/30/24
CIVIL
STATE OF CALIFORNIA

RANCHO ENG. JOB#: 22-059

DRAWN BY: KNY

CKD BY: JPH

DATE: 07/25/22

REVISION: 0

DRAWING NUMBER

CS

CODE ANALYSIS:

PROPOSED SIGN:
ZONING: CC
USE: CHURCH
CONSTRUCTION TYPE: U
FIRE SPRINKLERS: N/A
SETBACKS:
ZONE: CC
FRONT: 50'
SIDE: 0'
REAR: 0'
MAX HEIGHT STRUCT.: 35'

PROJECT DATA:

OWNER: RIDGE LIFELINE CHURCH

PROJECT DESCRIPTION: NEW ILLUMINATED SIGN

ASS. PARCEL NO.: 054-090-068 (3.12 ACRES)

JURISDICTION: TOWN OF PARADISE

NOTE: SITE SURVEY WAS NOT CONDUCTED. FEATURES LOCATED PER OWNER AND/OR TOWN PROVIDED PLANS.

DESIGN CODES	
2016 CBC	
2016 CEC	
2016 CMC	
2016 CGBSC	
2016 CFC	
2016 CENC	
2016 PMC	

**TOWN OF PARADISE
PLANNING COMMISSION**

RESOLUTION NO. 2023-04

**A RESOLUTION OF THE PARADISE PLANNING COMMISSION RECOMMENDING TOWN
COUNCIL ADOPTION OF A PARADISE GENERAL PLAN LAND USE MAP AMENDMENT
AND REZONING OF CERTAIN REAL PROPERTY WITHIN THE TOWN OF PARADISE
(RIDGE LIFELINE CHURCH; PL23-00175)**

WHEREAS, the Paradise Planning Commission has conducted a public hearing, pursuant to California planning and zoning law, concerning a proposed amendment to the Paradise General Plan and property rezone; and

WHEREAS, said public hearing also included a review of potential environmental impacts, pursuant to the California Environmental Quality Act; and

WHEREAS, Sections 65353, 65354, and 65854 of the California Government Code require the Planning Commission to conduct a public hearing and notify the Town Council in writing of its recommendation; and

WHEREAS, the Planning Commission has considered the analysis and recommendation of the Community Development Department (Planning Division) and has considered the comments made at the public hearing conducted by the Planning Commission on November 21, 2023; and

WHEREAS, the Planning Commission has determined that an amendment to the Paradise General Plan Land Use Map for a Community-Service (C-S) land use designation and its related zone change to a Community Services (C-S) zoning district affecting property located at 5445 Clark Road and further identified as AP No. 054-090-068, as proposed, is in the public interest.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section I. The Planning Commission of the Town of Paradise hereby finds:

- a. That the proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15601 (General Rule Exemption).
- b. That the general plan land use designation and zoning district requested to be assigned to the project property via the general plan amendment/rezone project application (PL23-00175) is appropriate and reasonable because it would assign a

EXHIBIT A

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE TOWN OF PARADISE, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL I:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 3 EAST, M.D.M., SITUATE IN THE COUNTY OF BUTTE, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 23, TOWNSHIP NORTH, RANGE 3 EAST, M.D.M. AND RUNNING SOUTH 00° 11' 27" WEST ALONG THE CENTERLINE OF SAID SECTION 23, 940.65 FEET TO A POINT ON A LINE PERPENDICULAR WITH THE CENTERLINE OF CLARK ROAD AND THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 89° 21' 03" WEST ALONG SAID LINE PERPENDICULAR TO THE CENTERLINE OF CLARK ROAD 406.58 FEET TO A POINT ON A LINE PARALLEL WITH THE CENTERLINE OF CLARK ROAD; THENCE SOUTH 00° 38' 57" EAST ALONG SAID LINE PARALLEL WITH CENTERLINE OF CLARK ROAD 353.00 FEET TO A POINT ON THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN DEED TO LEONARD F. HOWE, ET UX, RECORDED AUGUST 7, 1945, IN BOOK 363, PAGE 481, OFFICIAL RECORDS OF BUTTE COUNTY, CALIFORNIA; THENCE NORTH 89° 40' 20" EAST ALONG THE SOUTHERLY LINE OF SAID HOWE PARCEL 401.38 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23; THENCE NORTH 00° 11' 27" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, 355.29 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS PURSUANT TO A BOUNDARY LINE MODIFICATION AS APPROVED BY THE TOWN OF PARADISE ON JANUARY 28, 1992 AND RECORDED APRIL 14, 1992 UNDER BUTTE COUNTY OFFICIAL RECORDS SERIAL NO. 92-15908.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF DEEDED TO THE STATE OF CALIFORNIA IN THAT CERTAIN GRANT DEED RECORDED JUNE 12, 1992 UNDER BUTTE COUNTY OFFICIAL RECORDS SERIAL NO. 92-26085.

AP NO. 054-090-068

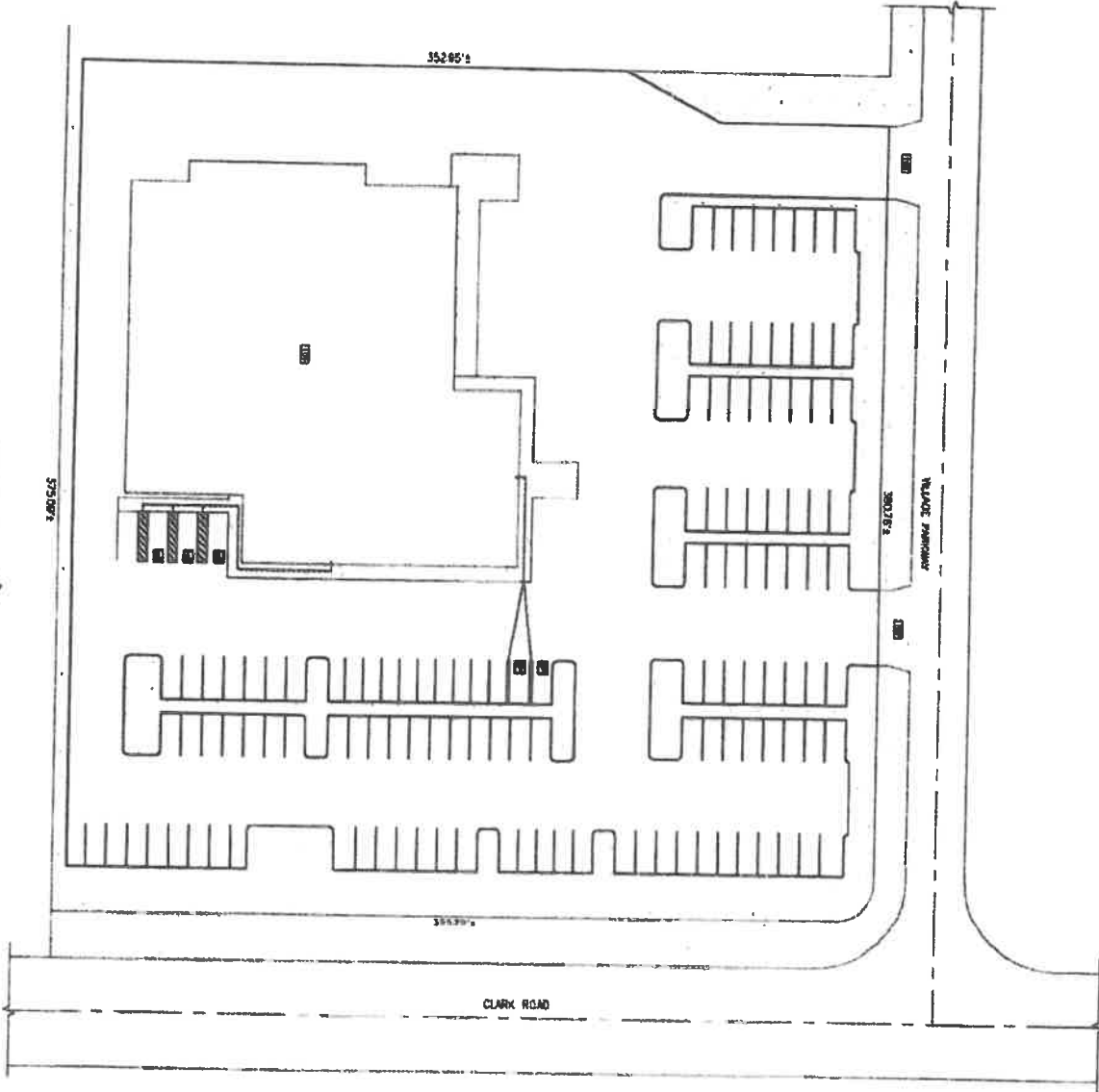
PARCEL II:

AN EASEMENT FOR ROAD AND PUBLIC UTILITY OVER THE EASTERLY 437.00 FEET OF THE SOUTHERLY 60.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE CENTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 3 EAST M.D.M. AND RUNNING SOUTH 00° 11' 27" WEST ALONG THE CENTERLINE OF SAID SECTION 23, 670.91 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND CONVEYED BY DEED TO LEONARD F. HOWE, ET UX, RECORDED AUGUST 7, 1945, IN BOOK 363, PAGE 481, OFFICIAL RECORDS OF BUTTE COUNTY, CALIFORNIA AND THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 89° 40' 20" WEST ALONG THE NORTHERLY LINE OF THE SAID HOWE PARCEL 960.00 FEET TO THE

WESTERLY LINE OF SAID HOWE PARCEL; THENCE SOUTH 00° 17' 20" EAST ALONG THE WESTERLY LINE OF SAID HOWE PARCEL 275.10 FEET TO A POINT ON LINE PERPENDICULAR WITH THE CENTERLINE OF CLARK ROAD; THENCE NORTH 89° 21' 03" EAST ALONG SAID PERPENDICULAR LINE TO THE CENTERLINE OF CLARK ROAD, 957.76 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23; THENCE NORTH 00° 11' 27" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, 269.74 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"



PLOT PLAN
N
1" = 100'

PLAN LEGEND

- ☐ = 60' Base Building
- ☐ = 40' High Building
- ☐ = 60' Base Area
- ☒ = 10' Base Area (see p. 10)

KEY NOTES

- 101 - (8) Building to be improved per sign
- 102 - (2) Parking lot Entrance

PARKING ANALYSIS

- Accessible Parking spaces = 5
- Total Parking Spaces = 129

2 printed, 1 ZIP

510 CLARK ROAD
PARADISE, CA 95669

PLOT PLAN



Degenkolb
Civil Engineers
1000 S. Bascom
San Jose, CA 95128
408.933.1234
www.degenkolb.com

AO.2

Community-Services (C-S) General Plan land use designation and Community-Services (C-S) zoning to property situated at a location with characteristics that satisfy the 1994 Paradise General Plan policies that are applicable to religious assembly land use development.

Section 2. The Planning Commission of the Town of Paradise hereby recommends to the Town Council approval of the project application for Paradise General Plan Land Use Map amendment and its related zone change known as the Ridge Lifeline Church (PL23-00175) application for property identified as AP NO. 054-090-068 as described in Exhibit "A" and shown in Exhibit "B" attached hereto and made a part hereof by reference.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 21st day of November 2023, by the following vote:

AYES: Lynn Costa, Carissa Garrard, Charles Holman, Kim Morris, and Zeb Reynolds, Chair
NOES: None
ABSENT: None
NOT VOTING: None



Zeb Reynolds, Chair

ATTEST:



Melanie Elvis, Deputy Town Clerk

**TOWN OF PARADISE
RESOLUTION NO. 2023-____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AMENDING THE LAND USE MAP OF THE 1994 PARADISE GENERAL PLAN
(Ridge Lifeline Church: PL23-000175)**

WHEREAS, the Paradise Planning Commission and the Paradise Town Council have conducted public hearings, pursuant to California planning and zoning law concerning a proposed amendment to the land use map of the 1994 Paradise General Plan; and

WHEREAS, such public hearings also included review of potential environmental impacts associated with the amendment to the Paradise General Plan, pursuant to requirements of the California Environmental Quality Act; and

WHEREAS, Section 65358 of the California Government Code allows a legislative body to amend its General Plan, and

WHEREAS, the action of the Town Council follows the requirements of Government Code Sections 65353, 65354, 65854 and 65090; and

WHEREAS, the Town Council has considered the analysis and recommendation of the Community Development Department; has received and considered the recommendations of the Planning Commission via adopted Planning Commission Resolution No. 2023-04; and has considered the comments made at public hearings conducted by the Planning Commission and the Town Council; and on the basis thereof has determined pursuant to Section 65358 of the Government Code that a certain amendment of the 1994 Paradise General Plan Land Use Map is in the public interest; and

WHEREAS, the Paradise Planning Commission and the Town Council have determined that the proposed General Plan (land use map) amendment and rezone project is appropriate and reasonable because it would result in the assignment of general plan land use and zoning designations to the affected property that are appropriate and reasonable in a manner that **a)** promotes the objectives of the Ridge Lifeline Church to utilize an existing changeable message sign, **b)** is compatible with existing land uses and zoning in the lower Clark Road neighborhood and therefore is consistent with applicable 1994 Paradise General Plan policies, and, **c)** will result in the assignment of zoning that conforms to the resultant Ridge Lifeline Church owned property.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section I. The Town Council hereby finds that there is no land division or commercial density increase development proposed in association with the requested actions, and further finds that the requested actions are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061 (General Rule Exemption) based on the materials submitted in association with the requested actions, the associated staff report and all public comments relating to the project.

Section 2. The Town Council hereby adopts this amendment to the 1994 Paradise General Plan known as PL23-00175, assigning a Community-Service (C-S) General Plan land use map designation for a +/-3.12-acre land area located at 5445 Clark Road in Paradise and further identified as AP No. 054-090-068, as described in Exhibit "A" and shown in Exhibit "B" attached hereto and made a part hereof by reference.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 12th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

By: _____
Mayor

ATTEST:

By: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM:

By: _____
Scott E. Huber, Town Attorney

EXHIBIT A

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE TOWN OF PARADISE, COUNTY OF BUTTE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL I:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 3 EAST, M.D.M., SITUATE IN THE COUNTY OF BUTTE, STATE OF CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 23, TOWNSHIP NORTH, RANGE 3 EAST, M.D.M. AND RUNNING SOUTH 00° 11' 27" WEST ALONG THE CENTERLINE OF SAID SECTION 23, 940.65 FEET TO A POINT ON A LINE PERPENDICULAR WITH THE CENTERLINE OF CLARK ROAD AND THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 89° 21' 03" WEST ALONG SAID LINE PERPENDICULAR TO THE CENTERLINE OF CLARK ROAD 406.58 FEET TO A POINT ON A LINE PARALLEL WITH THE CENTERLINE OF CLARK ROAD; THENCE SOUTH 00° 38' 57" EAST ALONG SAID LINE PARALLEL WITH CENTERLINE OF CLARK ROAD 353.00 FEET TO A POINT ON THE SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN DEED TO LEONARD F. HOWE, ET UX, RECORDED AUGUST 7, 1945, IN BOOK 363, PAGE 481, OFFICIAL RECORDS OF BUTTE COUNTY, CALIFORNIA; THENCE NORTH 89° 40' 20" EAST ALONG THE SOUTHERLY LINE OF SAID HOWE PARCEL 401.38 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23; THENCE NORTH 00° 11' 27" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, 355.29 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS PURSUANT TO A BOUNDARY LINE MODIFICATION AS APPROVED BY THE TOWN OF PARADISE ON JANUARY 28, 1992 AND RECORDED APRIL 14, 1992 UNDER BUTTE COUNTY OFFICIAL RECORDS SERIAL NO. 92-15908.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF DEEDED TO THE STATE OF CALIFORNIA IN THAT CERTAIN GRANT DEED RECORDED JUNE 12, 1992 UNDER BUTTE COUNTY OFFICIAL RECORDS SERIAL NO. 92-26085.

AP NO. 054-090-068

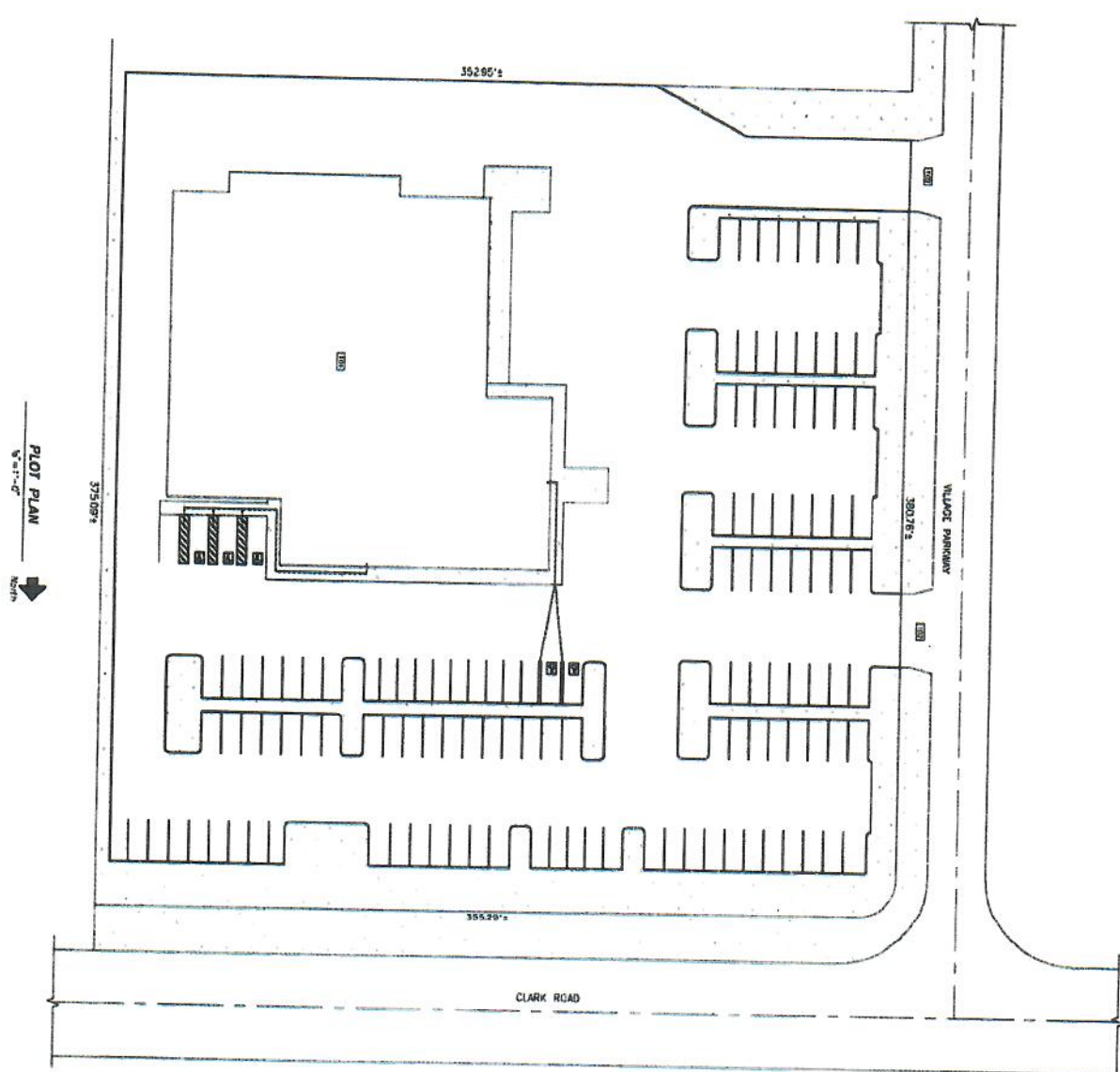
PARCEL II:

AN EASEMENT FOR ROAD AND PUBLIC UTILITY OVER THE EASTERLY 437.00 FEET OF THE SOUTHERLY 60.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE CENTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 3 EAST M.D.M. AND RUNNING SOUTH 00° 11' 27" WEST ALONG THE CENTERLINE OF SAID SECTION 23, 670.91 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND CONVEYED BY DEED TO LEONARD F. HOWE, ET UX, RECORDED AUGUST 7, 1945, IN BOOK 363, PAGE 481, OFFICIAL RECORDS OF BUTTE COUNTY, CALIFORNIA AND THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 89° 40' 20" WEST ALONG THE NORTHERLY LINE OF THE SAID HOWE PARCEL 960.00 FEET TO THE

WESTERLY LINE OF SAID HOWE PARCEL; THENCE SOUTH 00° 17' 20" EAST ALONG THE WESTERLY LINE OF SAID HOWE PARCEL 275.10 FEET TO A POINT ON LINE PERPENDICULAR WITH THE CENTERLINE OF CLARK ROAD; THENCE NORTH 89° 21' 03" EAST ALONG SAID PERPENDICULAR LINE TO THE CENTERLINE OF CLARK ROAD, 957.76 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23; THENCE NORTH 00° 11' 27" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, 269.74 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"



PLOT PLAN
N
375.09'

PLAN LEGEND

- ☐ (1) Street Right-of-Way
- ☐ (2) Building Footprint
- ☐ (3) Parking Lot
- ☐ (4) Accessible Parking Spaces
- ☐ (5) Loading Zone
- ☐ (6) Existing Lot
- ☐ (7) Existing Building
- ☐ (8) Existing Road
- ☐ (9) Existing Utility
- ☐ (10) Existing Fence
- ☐ (11) Existing Wall
- ☐ (12) Existing Gate
- ☐ (13) Existing Sign
- ☐ (14) Existing Light
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**TOWN OF PARADISE
ORDINANCE NO. ____**

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY FROM “C-C”
(COMMUNITY-COMMERCIAL) TO A “C-S” (COMMUNITY-SERVICES) ZONE
PURSUANT TO PARADISE MUNICIPAL CODE SECTIONS 17.45.500 ET. SEQ.
(Ridge Lifeline Church: PL23-00175)**

The Town Council of the Town of Paradise, State of California, does hereby
ORDAIN AS FOLLOWS:

SECTION 1. The hereinafter described real property situated in the Town of Paradise, State of California, shall be and is hereby zoned “C-S” (Community Services) as described in Chapter 17.26 of the Paradise Municipal Code and such land area shall be subject to the restrictions, restricted uses, and regulations of such chapter. The real property so zoned is located at 5445 Clark Rd in the Town of Paradise and is more particularly identified as AP No. 054-090-068.

SECTION 2. This ordinance shall take effect thirty (30) days beyond the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance shall be published in a newspaper of general circulation and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

ORDINANCE NO. ____

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this ____ day of _____, 2024, by the following vote:

**AYES:
NOES:
ABSENT:
NOT VOTING:**

Mayor

ATTEST:

By: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM:

By: _____
Scott E. Huber, Town Attorney



Town of Paradise

Council Agenda Summary

Agenda Item: 6(a)

Date: December 12, 2023

ORIGINATED BY: Susan Hartman, Community Development
Director – Planning & Wastewater

REVIEWED BY: Jim Goodwin, Town Manager
Scott Huber, Town Attorney

SUBJECT: Extend the existing Franchise Agreement between the Town of Paradise and Northern Recycling & Waste Services (NRWS) for thirteen years through April 30, 2040, adding additional rates and services to comply with SB 1383 organics collection

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Consider adopting Resolution 2023-_____ “A Resolution of the Town Council of the Town of Paradise Intending to Adopt an Amended and Restated Solid Waste Franchise Agreement with Increased Service Fees, a Change in the Service Rate Methodology, and Adding New Services to be Compliant with Senate Bill 1383 (Organics Collection)” expressing the intent to adopt the amended and restated franchise agreement and rate schedule and authorizing Town staff and NRWS to prepare and mail a Proposition 218 Notice, to the satisfaction of the Town Attorney, to all property owners and ratepayers relating to the following:
 - a. Extend the existing Franchise Agreement between the Town of Paradise and NRWS for thirteen years through July 1, 2040, adjusting current rates, and adding additional rates and services to comply with SB 1383 organics collection; or,
2. Provide staff with direction on further desired amendments to the solid waste franchise agreement to bring back at a future council meeting; and/or,
3. Authorize staff to engage the services of a Solid Waste Consultant to review and assist in the preparation of an amended Franchise Agreement to bring back to Council for consideration at a future council meeting. (ROLL CALL VOTE)

Background:

In 2007, the Town of Paradise approved a comprehensive Franchise Agreement with Northern Recycling and Waste Services (NRWS). The agreement requires NRWS to provide solid waste, recycling and vegetative waste collection services for all properties in the Town of Paradise. Other

services offered through the franchise agreement include the Household Hazardous Waste Facility (HHW), Reuse Center, and Vegetative Waste Yard. In April 2017, a 10-year extension of the franchise agreement was negotiated with NRWS, with the addition of street sweeping, which extended the term of the franchise agreement to April 30, 2027. The current agreement has an automatic three-year extension, based on conditions of operation, that would bring the fully extended term to April 30, 2030.

Pre-fire, NRWS serviced **9,238** single family homes, **1,569** multi-family units, and **620** commercial accounts within the Town of Paradise with total annual revenues of approximately \$4.5M.

As of November 1, 2023, after five (5) years of rebuilding, NRWS serves **3,392** single family homes, **363** multi-family units, and **436** commercial accounts within the Town with projected annual revenues of \$2.2M which equates to only about 1/3 of the pre-fire customers.

NRWS experienced lower revenue and margins from collection services, sale of recyclable materials and processing services. Camp Fire property damage and extra expenses totaled \$29.4M and insurance recovery was \$1.1M. PG&E settlement funds were used to help offset the revenue deficits through 2022.

Insurance proceeds covered most of the property damage to NRWS on-site facilities, however there was no coverage for off-site containers and limited coverage for lost income. In 2019, NRWS and the Town Manager agreed to close the recycling center, green waste transfer, HHW facility, and end all street sweeping to help off-set the losses.

NRWS' income and (losses) from operations in Paradise, by year, since the Camp Fire per audited financial statements are as follows:

2017: \$725,087
2018: \$235,415
2019: (\$381,429)
2020: (\$419,312)
2021: (\$477,299)
2022: (\$584,884)
2023: Projections indicate to exceed (\$400,000)

Assessing the losses since the fire, NRWS entered into multiple potential sale agreements that failed to come to completion. NRWS has continued to serve the subscribed services since the fire. NRWS proceeded to meet with the Town of Paradise Solid Waste Committee to develop a plan to stabilize the programs and revenue requirements. Street sweeping was removed from the agreement and post-fire collected billings submitted to the Town to help fund a town owned street sweeper. The recycle center and green waste facilities reopened for limited hours in early 2023. NRWS developed a rate model that included projection of growth, allowable costs, and revenue requirements. The model recognized the insurance and PG&E settlement proceeds to benefit the rates. To meet future revenue requirements, NRWS proposed to spread pricing adjustments over a contract extension to **2040** and amend the rate methodology to fixed price increases to further be adjusted through an operating ratio methodology (located in the attached proposed Exhibit E Rate Adjustment Methodology).

The Solid Waste Committee and NRWS have worked diligently to make the necessary amendments to the franchise agreement to bring the Town into compliance with CalRecycle regarding the new state mandated organics collection as well as addressing revised collection rates necessary for the sustainability of the existing programs and the addition of organic material collection.

Analysis:

There are two main areas of amendments to the franchise agreement to analyze and discuss:

1. Rate adjustments which are reflected in a change of rate methodology (how the annual customer rates are calculated) and the addition of rates specific to the implementation of organics collection (SB 1383 requirements).
2. Text amendments to the agreement and exhibits to bring it into compliance with current CalRecycle requirements, updates to processing facilities used by the NRWS, removal of outdated language such as street sweeping which has since been removed from the contract, updated text on reopening the permanent HHW facility, and overall text changes such as replacing “yard waste” with “organics” and replacing “Town Administrator” with “Town Manager”.

Discussion Item #1 – Proposed rate adjustments

NRWS worked with the Town’s Solid Waste Committee to present and discuss revised service rates and rate methodology for the existing base services which include solid waste, recycling, and yard waste in addition to presenting an additional rate structure for the collection of organics (SB 1383) for when those services commence in 2024.

Existing Rate Structure

Since the solid waste franchise agreement was originally executed with NRWS in 2007, the annual rate adjustments have been based on the Consumer Price Index (CPI). The CPI is an index of monthly price changes experienced by U.S. consumers for goods and services. Currently, the annual adjustments to the rates are based on 100% of the percentage change in the CPI for July of the current year as compared to July of the prior year (the “Rate Adjustment Factor”). The CPI used is “All Items for All Urban Consumers West Urban Area; 1982-84 = 100”.

Using the CPI adjustments, rates have been annually adjusted for the last 5 years as follows:

2024 – 3.05%
2023 – 7.13%
2022 – 4.47%
2021 – 1.45%
2020 – 2.83%

While these annual CPI adjustments were adequate to sustain business operations pre-fire, the post fire customer loss caused immediate and devastating consequences to the financial stability of solid waste operations within town. Much like the Town’s operations such as police, fire, and public works, the physical service area and number of street miles remains the same, but the customer base is at a third of what it was to support those operations. As mentioned earlier, NRWS’ continuous servicing of the Town’s customers at the rate structure previously adopted for a pre-fire town of 26,000 residents has realized significant post-fire financial losses:

2019: (\$381,429)
2020: (\$419,312)
2021: (\$477,299)
2022: (\$584,884)
2023: Projections indicate to exceed (\$400,000)

Considering this, NRWS has proposed a revised rate methodology (how annual rate adjustments are calculated) going from the CPI to a fixed annual rate increase or an adjustment based on an operating ratio – whichever increase is lower for the customer.

Proposed Annual Rate Structure for Base Services (Solid Waste, Recycling, & Yard Waste)

The concept behind the proposed Operating Ratio rate methodology is, in the simplest of terms, to build in a profit margin. All the expenses, operating and pass-thru costs, would be added up together on top of which you would also add the profit margin (based on the operating expenses, not the pass-thru costs). That figure is referred to as the “revenue requirement” to which the net revenues are compared. If there’s a shortfall, rates are adjusted upwards to cover the shortfall. If there’s a surplus, rates are adjusted downwards to match the revenue requirement. NRWS’ proposed Operating Ratio is .905 (90.5%) which broadly means that \$0.905 is spent on operating expenses for each dollar of revenue generated.

With the amount of fixed operational and pass-thru costs, and factoring in a 5% annual customer growth, NRWS has estimated that the annual increases associated with using the Operating Ratio, to cover costs and maintain the requested profit margin, could range anywhere from 28.6% in 2024 up to 84.8% in 2030 before starting to decline to a break-even point in 2039. NRWS did not find these increases acceptable and therefore concurrently proposed a maximum annual rate increase, regardless of if the profit margin was being met or expenses were covered, spread out through the year 2040. Each spring, the previous calendar year’s audited financial statements would be analyzed to determine what the required revenue overage or shortfall was. For a shortfall, it would be determined what percentage rate increase would be necessary to meet the required revenue, which includes the profit margin. If that percentage was more than the listed maximum annual rate increase for that calendar year (below), only the maximum annual rate increase would be applied as it would be the lower and more favorable rate for the customer.

The maximum annual rate increases, as proposed by NRWS, are:

2024-2027 – 8%

2028-2032 – 5%

2033-2040 – 2.5%

It is anticipated that for the first 12-15 years of an extended contract the above noted maximum annual rate increases would be the prevailing option over the Operating Ratio which would likely require an even higher annual increase. However, if the rebuild continues at an accelerated pace, the required revenues may be realized sooner, at which time the percentage increases could be reduced. While these rates are higher than what this town has previously experienced, the cost of providing services to a reduced population within a proportionately large geographic area still carries expenses rivaling those pre-fire. The maximum annual rate increases would not make NRWS financially whole, and they would continue to operate at a loss until the later years of an extended contract. However, NRWS and its parent company are willing to sustain these losses and continue to serve Paradise with the understanding that profits likely will not be realized until the final few years of an extended agreement.

A snapshot of the proposed monthly base rates, using the maximum annual rate increases, for 35-gal services are as follows (refer to the attachments for the full build out):

YEAR	RESIDENTIAL	CARE-RATE	MULTI-FAMILY	COMMERCIAL
07/2024 (8%)	\$33.66	\$29.49	\$29.49	\$35.07
07/2028 (5%)	\$44.53	\$39.01	\$39.01	\$46.38
07/2032 (5%)	\$54.14	\$47.42	\$47.42	\$56.39
07/2036 (2.5%)	\$59.76	\$52.36	\$52.36	\$65.25
07/2040 (2.5%)	\$65.96	\$57.80	\$57.80	\$68.73

SB 1383 Organics Rates

In addition to the existing collection of solid waste, recycling, and yard waste the Town is required to comply with SB 1383 which mandates organic waste collection requirements for both residential and commercial organic waste generators. In this context, organic waste means materials such as food waste, food-soiled paper, and yard waste. Currently the Town is under a Corrective Action Plan with CalRecycle, as are the other jurisdictions in the County, for phased compliance with SB 1383 since the State's implementation date of January 1, 2022 was not met. CalRecycle's initial target deadline for the Town to implement organics collection is March 1, 2024.

The Town and NRWS intend to continue with the 3-cart system and transition the green waste cart to be the organics cart where food waste and yard waste are co-mingled. The challenge of compliance with SB 1383 for all jurisdictions in Butte County is that there is not a facility in the county that processes mixed organics (food and yard waste). Butte County Public Works staff has been working on establishing a transload facility at the Nead Road landfill that would allow local haulers to bring their collected mixed organics to the transfer station to be hauled off to a processing facility out of county. This would save time for the haulers, all of whom would need to haul well outside of Butte County for their designated organics processing facilities. If the Butte County Board of Supervisors does not ultimately support the establishment of the transload facility at the landfill, NRWS will need to haul to Yolo County, a 4-hour round trip, where Northern Recycling operates a composting facility. In preparation, NRWS has already been in conversation with Butte County Environmental Health Division about the potential need for a "medium volume transfer station" (up to 100 tons per day) at NRWS' yard on American Way, the permitting of which would take a few months.

Collection of co-mingled organic waste will require an additional collection truck and driver as the food waste component will trigger weekly collection. NRWS estimates the annual revenue requirement for organics collection to be \$434,376. That is proposed to be split out between the residential and commercial accounts, once organics collection commences, at the rate of a 10.45% increase for residential accounts and a 41.29% increase for commercial accounts. This is in addition to the regular base rates. Combined across all accounts, that works out to an overall increase of 18.88%.

A snapshot of the proposed monthly rates with organics collection included for 35-gal services are as follows (refer to the attachments for the full build out):

YEAR	RESIDENTIAL	CARE-RATE	MULTI-FAMILY	COMMERCIAL
07/2024 (8%)	\$37.18	\$32.57	\$41.68	\$49.55
07/2028 (5%)	\$49.18	\$43.08	\$55.13	\$65.53
07/2032 (5%)	\$59.78	\$52.35	\$67.01	\$79.65
07/2036 (2.5%)	\$65.98	\$57.79	\$73.97	\$87.91
07/2040 (2.5%)	\$72.83	\$63.79	\$81.65	\$97.04

Proposition 218 Requirements

Proposition 218 establishes the process by which public agencies can raise fees for public services also known as property related fees. These are fees or charges imposed upon a parcel as an incident of property ownership. Solid waste rates fall under the provisions of Prop 218. Adopting a revised rate methodology and establishing new organics collection rates involves three primary steps: 1) A notice of public hearing sent to all customers and property owners being served that explains thoroughly the proposed rate changes and the manner by which they may protest the fee changes; 2) a public hearing during which customers and property owners may submit written protest and address the Town Council, and 3) approve and adopt the proposed agreement and rate schedule by resolution. While the notice must be mailed to both customers and property owners, only one protest per property will be counted to determine if there is a

majority protest.

If Council wishes to move forward at this meeting, Council should adopt the attached Resolution expressing the intent to adopt the agreement and rate structure and directing staff to prepare a Prop 218 Notice for distribution to all NRWS customers and property owners being served, and setting a Public Hearing no earlier than 45 days following distribution of the notice.

For the purposes of Prop 218, a public notice must provide the maximum rates that could be charged to the customer according to the rate schedule being adopted.

Assumptions and Unknowns

Projected income statements, showing estimated revenues or losses through 2040, and the Operating Ratio methodology were provided by NRWS without 3rd party review by a consultant specializing in solid waste contracts. Town staff is unable to verify if a .905 Operating Ratio is common for a solid waste contract. The other jurisdictions in Butte County still use the CPI for their respective solid waste agreements.

However, as previously explained, based on NRWS projections, the Operating Ratio is unlikely to be used during the term of the agreement, and if used, will *reduce* the projected fixed percentage increases in effect.

Finally, the amended agreement is based on the 2007 agreement predating the imposition of SB 1383. Updates reflecting SB 1383 have been prepared by staff based on CalRecycle requirements. To date, staff has not sought any outside review of these changes to determine how the agreement aligns with current best practices in solid waste management and how other jurisdictions are responding to the organic collection requirements now in effect.

Tipping-fee (landfill charge) increases are not discussed in the rate adjustment being proposed and are considered a “pass-thru” cost meaning that any increase put in place by the landfill is passed through to the rate payer. Butte County has not increased the tipping-fee in multiple years so it can be anticipated that an increased gate fee will occur during the term of an extended agreement but to an unknown extent.

Discussion Item #2 – Proposed text amendments

A synopsis of the proposed franchise agreement text changes are as follows (refer to the attachments for the full text versions):

Recitals

Additional recitals were added to the opening preamble of the agreement to acknowledge the new state laws regarding solid waste and organics collection.

Term of Franchise Agreement (Section 2.03)

At the July 11, 2023 Town Council Meeting, Council members gave directions to staff that the initial term of an amended draft franchise agreement could go out as far as 2040 and language could be kept regarding the 3-year extension. As such, the initial term was updated to July 1, 2024 to July 1, 2040 with the same language included that allowed for a 3-year extension if certain operating standards were met. In addition, language was removed referencing the Consumer Price Index as the rate methodology is proposed to be changed in accordance with Exhibit E of the franchise agreement.

Limitations of Scope (Section 2.06)

Edible food that is collected from a Generator by a Food Recovery Organization/Service or edible

food that is properly composted on-site is not subject to the scope of the agreement regarding organics collection.

Materials Processing Operations (Section 4.05)

The Construction and Demolition Debris processing facility has been amended to reflect Northern Recycling in Yolo or Napa Counties instead of Recology.

Cleanups (Section 4.09)

Language was amended to reopen the HHW facility once service subscriptions reach pre-November 2018 levels. Until then, NRWS will provide at least two non-municipal solid waste (MSW) cleanup events per year.

Transportation of Recyclable Materials and Organics (Section 4.22) & Processing of Solid Waste (Section 4.23)

Northern Recycling Organics and C&D processing at Yolo County facility was added as a potential processing facility for recyclable and organic materials as well as Material Recovery Facility.

Street Sweeping (Section 4.26 & Exhibit H)

Street sweeping was removed from the franchise agreement and exhibits pursuant to the third amendment to the current franchise agreement authorized by the Town Council on December 13, 2022.

Local Office and Truck Yard (Section 5.01)

Office hours were amended to 8:00 a.m. to 4:00 p.m. pursuant to the second amendment to the current franchise agreement authorized by the Town Council on September 13, 2022.

Service Notice and Service Recipient Billing (Section 5.02)

Removed outdated language regarding “existing” senior service rates from 2006 when the original franchise agreement was enacted.

Service Recipient Complaint Resolution (Section 5.03)

The Compliance Order appeal process for the Contractor was amended to clarify the duties of the Town Manager, Solid Waste Committee, and the Town Council.

Waste Generation/Characterization Studies (Section 5.05)

Text was rewritten to align with current CalRecycle regulations and SB 1383.

Annual Route Reviews (Section 5.06)

This section was added to comply with current CalRecycle regulations and SB 1383.

Contractors Rates – General (Section 6.01)

Subsection B. *Contractor’s Compensation* was renamed and amended to reflect the proposed new rate methodology of an annual fixed price increase or operating ratio adjustment.

Initial Rates (Section 6.02)

Rates years would be amended to start July 1st instead of January 1st to facilitate the completion of the previous year’s financial audit (NRWS operates on a calendar year).

Subsequent Rates for Fiscal Rate Years (Section 6.03)

Revised the language to reflect the proposed new rate methodology of an annual fixed price increase or operating ratio adjustment. Specifies what the maximum annual percentage increases are through 2040. Subsection E was amended to discuss a notice of rate adjustment on or before June 1st, since rate years would be moving to a fiscal year instead of a calendar year, and

describes the process for the Town to review and object.

Reports (Section 8.03)

Amended to add monthly, quarterly, and annual reports required by the new SB 1383 organics laws. Added text about route reviews, compliance reviews, and contamination monitoring and noticing.

Exhibit A – Definitions

Updated the list of definitions to include new solid waste definitions that were added to Paradise Municipal Code Chapter 8.08 in July 2022 and also found in the updated franchise agreement.

Exhibit B – Town Facilities/Special Events

The Building Resiliency Center was added to the list of serviced town facilities and Party in the Park was added as the 4th special event.

Exhibit C – Contractor Public Education Plan

Social media advertising was added as a means of distributing public education materials.

Exhibit E – Rate Adjustment Methodology

The rate methodology was updated to reflect the proposed Operating Ratio methodology instead of the previous CPI. Additional percentage increases were included for organics collection and the requirements for the Notice of Rate Adjustment were added to the text.

Exhibit F – Solid Waste Collection Rate Schedule

Rates were updated to reflect the rate schedule proposed to start July 1, 2024, which include the first maximum annual percentage increase of 8%. Debris box rates and special charges were updated.

Exhibit H – SB 1383 Compliance Programs

Street sweeping was changed out for SB 1383 (organics) programs to comply with the collection and reporting requirements of CalRecycle.

Conclusion

The text amendments and reporting requirements proposed will bring the Town into compliance with the organics collection requirements of SB 1383 (there are additional requirements for the Town to meet, outside of the franchise agreement, before becoming fully compliant).

While staff has reviewed and collaborated on the proposed amendments with NRWS, Council consideration will require a full discussion as to whether these amendments and the proposed contract extension are the most beneficial to the community. Staff and NRWS remain available for further explanation of the proposed amendments.

If the requested amendments are deemed acceptable by a majority of the Council, staff is prepared to work with NRWS and the Town attorney to prepare and mail a Prop 218 notice to all NRWS customers and property owners in Paradise after which a public hearing will be scheduled. If additional amendments are requested by Council, then staff requests the use of a solid waste consultant in preparation of the revised edits, unless there are minor and/or typographical errors. Through an RFP process in November, staff has proposals from 6 consulting firms. Engaging a consultant to review the proposed agreement for current best practices in solid waste management, affirm the financial data prepared by NRWS, and provide recommendations, should not exceed \$40,000 and will add an additional 6 months to this process. Staff cannot guarantee a consultant review of the agreement will produce an improved agreement as we cannot predict what insight or recommendations may result from the review.

Attached for Council's review is a clean copy of the proposed amended and restated franchise agreement with exhibits as well as the existing franchise agreement to compare the listed text amendments in the staff report against and to read the full text.

Financial Impact:

The cost of the Proposition 218 mailings will be covered jointly by the Town, through SB 1383 Local Assistance Funds, and NRWS. If ultimately adopted, the amended and restated franchise agreement will realize additional General Fund revenues from the franchise fees collected as part of the agreement.

Attachments:

- Resolution 2023-_____ expressing intent to adopt the agreement and rate schedule and directing staff to complete the Proposition 218 process.
- Proposed rates with maximum percentage increase (includes organics collection).
- Projected NRWS revenues/losses through 2040 under the new rate methodology (future rate of rebuild can affect these projections).
- Proposed amended and restated franchise agreement with exhibits.
- Existing franchise agreement with exhibits.

**TOWN OF PARADISE
RESOLUTION NO. 2023-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
INTENDING TO ADOPT AN AMENDED AND RESTATED SOLID WASTE FRANCHISE
AGREEMENT WITH INCREASED SERVICE FEES, A CHANGE IN THE SERVICE RATE
METHODOLOGY, AND ADDING NEW SERVICES TO BE COMPLIANT WITH SENATE BILL
1383 (ORGANICS COLLECTION)**

WHEREAS, the State of California has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed all local agencies to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed; and

WHEREAS, the Town of Paradise is currently in an Agreement with Northern Recycling & Waste Services (NRWS) through April 30, 2027 to provide solid waste, recyclable material, and vegetative waste collection; and

WHEREAS, NRWS sustained \$29.4M in property damage and related expenses from the Camp Fire in addition to losing most of their customer base when only 5% of the Town's structures remained without serious damage; and

WHEREAS, without a pre-fire population, NRWS continues to realize significant financial loss and requires the existing fee structure to be revised and increased to continue to provide the necessary services to the town; and

WHEREAS, the Town and NRWS desire to amend the Agreement to provide organic waste collection in compliance with SB 1383 and to adjust the current rates and add additional rates and services over an extended Agreement period; and.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise, as follows:

1. The Town Council authorizes Town staff and NRWS to prepare and mail a Proposition 218 Notice, to the satisfaction of the Town Attorney, to all record parcels owners and ratepayers relating to the extension of the Franchise Agreement between the Town of Paradise and NRWS for thirteen (13) years through July 1, 2040, adjusting current rates, and adding additional rates and services to comply with SB 1383 organics collection.
2. The cost of the Proposition 218 notices will be shared between the Town, utilizing SB 1383 Local Assistance Funds, and NRWS.
3. Not less than forty-five (45) days after the notice, the Town Council will conduct a public hearing on the proposed rate adjustments and Agreement extension. If there is not a "majority protest" of 50% plus one of all property owners and/or ratepayers subject to the rate adjustments, the Town Council may adopt a Resolution

authorizing the Town Manager to execute an extended Agreement with an adjusted rate schedule as proposed.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 12th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Mayor

ATTEST:

Dina Volenski, Town Clerk

APPROVED AS TO FORM:

Scott E Huber, Town Attorney

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2024		2024	
JAN - JUNE		JULY - DEC	
CPI	3.05%	CPI	8%
		SB1383	10.45%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)
Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 31.17	\$ 0.92	\$ 37.18	\$ 6.01
65 Gal	\$ 40.52	\$ 40.52	\$ 48.33	\$ 7.81
95 Gal	\$ 45.21	\$ 45.21	\$ 53.92	\$ 8.71
35 Gal CARE Rate (PG&E Approved)	\$ 27.31	\$ 27.31	\$ 32.57	\$ 5.26

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organics)
Toter Sizes

SB1383	41.29%
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	Rates	Increase Amt	Rates	Increase Amt
35 Gal	\$ 32.47	\$ 0.96	\$ 49.55	\$ 17.08
35 Gal - Multi Family (5+ Units)	\$ 27.31	\$ 0.81	\$ 41.68	\$ 14.37
65 Gal	\$ 44.32	\$ 1.31	\$ 67.63	\$ 23.31
95 Gal	\$ 60.32	\$ 1.79	\$ 92.05	\$ 31.73
95 Gal (2)	\$ 100.71	\$ 2.98	\$ 153.67	\$ 52.96

All Commercial Customers will be charged an additional fee per month to support the Town's Vegetative Waste Facility.
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 101.59	\$ 3.01	\$ 155.02	\$ 53.43
2xweek	\$ 156.99	\$ 4.65	\$ 239.55	\$ 82.56
3xweek	\$ 211.91	\$ 6.27	\$ 323.36	\$ 111.45
4xweek	\$ 267.33	\$ 7.91	\$ 407.93	\$ 140.60
5xweek	\$ 321.66	\$ 9.52	\$ 490.83	\$ 169.17
6xweek	\$ 376.67	\$ 11.15	\$ 574.78	\$ 198.11

Commercial - 1.5 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 122.73	\$ 3.63	\$ 187.28	\$ 64.55
2xweek	\$ 192.96	\$ 5.71	\$ 294.44	\$ 101.48
3xweek	\$ 248.83	\$ 7.36	\$ 379.70	\$ 130.87
4xweek	\$ 322.96	\$ 9.56	\$ 492.81	\$ 169.85
5xweek	\$ 384.12	\$ 11.37	\$ 586.14	\$ 202.02
6xweek	\$ 437.57	\$ 12.95	\$ 667.70	\$ 230.13

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2024		2024	
JAN - JUNE		JULY - DEC	
CPI	3.05%	CPI	8%

Commercial - 2 Yard

1xweek	\$	138.86	\$	4.11	\$	211.90	\$	73.04
2xweek	\$	236.16	\$	6.99	\$	360.36	\$	124.20
3xweek	\$	316.40	\$	9.36	\$	482.80	\$	166.40
4xweek	\$	387.07	\$	11.46	\$	590.64	\$	203.57
5xweek	\$	462.54	\$	13.69	\$	705.80	\$	243.26
6xweek	\$	542.47	\$	16.06	\$	827.78	\$	285.31

Commercial - 3 Yard

1xweek	\$	171.44	\$	5.07	\$	261.61	\$	90.17
2xweek	\$	286.67	\$	8.48	\$	437.44	\$	150.77
3xweek	\$	402.40	\$	11.91	\$	614.03	\$	211.63
4xweek	\$	526.84	\$	15.59	\$	803.92	\$	277.08
5xweek	\$	620.82	\$	18.37	\$	947.33	\$	326.51
6xweek	\$	730.67	\$	21.63	\$	1,114.95	\$	384.28

Commercial - 4 Yard

1xweek	\$	211.50	\$	6.26	\$	322.74	\$	111.24
2xweek	\$	360.52	\$	10.67	\$	550.13	\$	189.61
3xweek	\$	505.74	\$	14.97	\$	771.72	\$	265.98
4xweek	\$	660.92	\$	19.56	\$	1,008.51	\$	347.59
5xweek	\$	810.40	\$	23.99	\$	1,236.61	\$	426.21
6xweek	\$	959.77	\$	28.41	\$	1,464.54	\$	504.77

Commercial - 6 Yard

1xweek	\$	247.87	\$	7.34	\$	378.24	\$	130.37
2xweek	\$	461.80	\$	13.67	\$	704.68	\$	242.88
3xweek	\$	666.19	\$	19.72	\$	1,016.56	\$	350.37
4xweek	\$	860.97	\$	25.48	\$	1,313.78	\$	452.81
5xweek	\$	1,055.77	\$	31.25	\$	1,611.04	\$	555.27
6xweek	\$	1,260.16	\$	37.30	\$	1,922.92	\$	662.76

Debris Box

All Boxes								
	\$	302.14	\$	8.94	\$	461.04	\$	158.90

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)
Toter Sizes

35 Gal
65 Gal
95 Gal
35 Gal CARE Rate (PG&E Approved)

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic
Toter Sizes

35 Gal
35 Gal - Multi Family (5+ Units)
65 Gal
95 Gal
95 Gal (2)

All Commercial Customers will be charged an additional fee per month to support the Town's \
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard

1xweek
2xweek
3xweek
4xweek
5xweek
6xweek

Commercial - 1.5 Yard

1xweek
2xweek
3xweek
4xweek
5xweek
6xweek

2025	
CPI	8%

Monthly Rates	Increase Amt
\$ 40.16	\$ 2.98
\$ 52.20	\$ 3.87
\$ 58.24	\$ 4.32
\$ 35.18	\$ 2.61

2026	
CPI	8%

Monthly Rates	Increase Amt
\$ 43.37	\$ 3.21
\$ 56.38	\$ 4.18
\$ 62.90	\$ 4.66
\$ 37.99	\$ 2.81

	Rates	Increase Amt
\$	53.51	\$ 3.96
\$	45.01	\$ 3.33
\$	73.04	\$ 5.41
\$	99.41	\$ 7.36
\$	165.97	\$ 12.30

	Rates	Increase Amt
\$	57.79	\$ 4.28
\$	48.61	\$ 3.60
\$	78.88	\$ 5.84
\$	107.36	\$ 7.95
\$	179.25	\$ 13.28

	Rates	Increase Amt
\$	167.43	\$ 12.41
\$	258.72	\$ 19.17
\$	349.23	\$ 25.87
\$	440.56	\$ 32.63
\$	530.09	\$ 39.26
\$	620.76	\$ 45.98

	Rates	Increase Amt
\$	180.82	\$ 13.39
\$	279.42	\$ 20.70
\$	377.17	\$ 27.94
\$	475.80	\$ 35.24
\$	572.50	\$ 42.41
\$	670.42	\$ 49.66

\$	202.27	\$ 14.99
\$	318.00	\$ 23.56
\$	410.07	\$ 30.37
\$	532.24	\$ 39.43
\$	633.03	\$ 46.89
\$	721.12	\$ 53.42

\$	218.45	\$ 16.18
\$	343.44	\$ 25.44
\$	442.88	\$ 32.81
\$	574.82	\$ 42.58
\$	683.67	\$ 50.64
\$	778.81	\$ 57.69

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

Commercial - 2 Yard

1xweek	\$	228.85	\$	16.95	\$	247.16	\$	18.31
2xweek	\$	389.19	\$	28.83	\$	420.33	\$	31.14
3xweek	\$	521.43	\$	38.63	\$	563.14	\$	41.71
4xweek	\$	637.89	\$	47.25	\$	688.92	\$	51.03
5xweek	\$	762.27	\$	56.47	\$	823.25	\$	60.98
6xweek	\$	894.00	\$	66.22	\$	965.52	\$	71.52

Commercial - 3 Yard

1xweek	\$	282.54	\$	20.93	\$	305.14	\$	22.60
2xweek	\$	472.44	\$	35.00	\$	510.24	\$	37.80
3xweek	\$	663.16	\$	49.13	\$	716.21	\$	53.05
4xweek	\$	868.23	\$	64.31	\$	937.69	\$	69.46
5xweek	\$	1,023.12	\$	75.79	\$	1,104.97	\$	81.85
6xweek	\$	1,204.14	\$	89.19	\$	1,300.47	\$	96.33

Commercial - 4 Yard

1xweek	\$	348.56	\$	25.82	\$	376.44	\$	27.88
2xweek	\$	594.14	\$	44.01	\$	641.67	\$	47.53
3xweek	\$	833.46	\$	61.74	\$	900.14	\$	66.68
4xweek	\$	1,089.20	\$	80.69	\$	1,176.34	\$	87.14
5xweek	\$	1,335.54	\$	98.93	\$	1,442.38	\$	106.84
6xweek	\$	1,581.71	\$	117.17	\$	1,708.25	\$	126.54

Commercial - 6 Yard

1xweek	\$	408.50	\$	30.26	\$	441.18	\$	32.68
2xweek	\$	761.05	\$	56.37	\$	821.93	\$	60.88
3xweek	\$	1,097.89	\$	81.33	\$	1,185.72	\$	87.83
4xweek	\$	1,418.88	\$	105.10	\$	1,532.39	\$	113.51
5xweek	\$	1,739.92	\$	128.88	\$	1,879.11	\$	139.19
6xweek	\$	2,076.75	\$	153.83	\$	2,242.89	\$	166.14

Debris Box

All Boxes	\$	Rate	\$	Increase Amt	\$	Rate	\$	Increase Amt
		497.92		36.88		537.75		39.83

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)
Toter Sizes

35 Gal
65 Gal
95 Gal
35 Gal CARE Rate (PG&E Approved)

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic
Toter Sizes

35 Gal
35 Gal - Multi Family (5+ Units)
65 Gal
95 Gal
95 Gal (2)

All Commercial Customers will be charged an additional fee per month to support the Town's \
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard

1xweek
2xweek
3xweek
4xweek
5xweek
6xweek

Commercial - 1.5 Yard

1xweek
2xweek
3xweek
4xweek
5xweek
6xweek

2027	
CPI	8%

Monthly Rates	Increase Amt
\$ 46.84	\$ 3.47
\$ 60.89	\$ 4.51
\$ 67.93	\$ 5.03
\$ 41.03	\$ 3.04

2028	
CPI	5%

Monthly Rates	Increase Amt
\$ 49.18	\$ 2.34
\$ 63.93	\$ 3.04
\$ 71.33	\$ 3.40
\$ 43.08	\$ 2.05

	Rates	Increase Amt
\$	62.41	\$ 4.62
\$	52.50	\$ 3.89
\$	85.19	\$ 6.31
\$	115.95	\$ 8.59
\$	193.59	\$ 14.34

	Rates	Increase Amt
\$	65.53	\$ 3.12
\$	55.13	\$ 2.63
\$	89.45	\$ 4.26
\$	121.75	\$ 5.80
\$	203.27	\$ 9.68

	Rates	Increase Amt
\$	195.29	\$ 14.47
\$	301.77	\$ 22.35
\$	407.34	\$ 30.17
\$	513.86	\$ 38.06
\$	618.30	\$ 45.80
\$	724.05	\$ 53.63

	Rates	Increase Amt
\$	205.05	\$ 9.76
\$	316.86	\$ 15.09
\$	427.71	\$ 20.37
\$	539.55	\$ 25.69
\$	649.22	\$ 30.92
\$	760.25	\$ 36.20

\$	235.93	\$ 17.48
\$	370.92	\$ 27.48
\$	478.31	\$ 35.43
\$	620.81	\$ 45.99
\$	738.36	\$ 54.69
\$	841.11	\$ 62.30

\$	247.73	\$ 11.80
\$	389.47	\$ 18.55
\$	502.23	\$ 23.92
\$	651.85	\$ 31.04
\$	775.28	\$ 36.92
\$	883.17	\$ 42.06

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2027		2028	
CPI	8%	CPI	5%

Commercial - 2 Yard

1xweek	\$ 266.93	\$ 19.77	\$ 280.28	\$ 13.35
2xweek	\$ 453.96	\$ 33.63	\$ 476.66	\$ 22.70
3xweek	\$ 608.19	\$ 45.05	\$ 638.60	\$ 30.41
4xweek	\$ 744.03	\$ 55.11	\$ 781.23	\$ 37.20
5xweek	\$ 889.11	\$ 65.86	\$ 933.57	\$ 44.46
6xweek	\$ 1,042.76	\$ 77.24	\$ 1,094.90	\$ 52.14

Commercial - 3 Yard

1xweek	\$ 329.55	\$ 24.41	\$ 346.03	\$ 16.48
2xweek	\$ 551.06	\$ 40.82	\$ 578.61	\$ 27.55
3xweek	\$ 773.51	\$ 57.30	\$ 812.19	\$ 38.68
4xweek	\$ 1,012.71	\$ 75.02	\$ 1,063.35	\$ 50.64
5xweek	\$ 1,193.37	\$ 88.40	\$ 1,253.04	\$ 59.67
6xweek	\$ 1,404.51	\$ 104.04	\$ 1,474.74	\$ 70.23

Commercial - 4 Yard

1xweek	\$ 406.56	\$ 30.12	\$ 426.89	\$ 20.33
2xweek	\$ 693.00	\$ 51.33	\$ 727.65	\$ 34.65
3xweek	\$ 972.15	\$ 72.01	\$ 1,020.76	\$ 48.61
4xweek	\$ 1,270.45	\$ 94.11	\$ 1,333.97	\$ 63.52
5xweek	\$ 1,557.77	\$ 115.39	\$ 1,635.66	\$ 77.89
6xweek	\$ 1,844.91	\$ 136.66	\$ 1,937.16	\$ 92.25

Commercial - 6 Yard

1xweek	\$ 476.47	\$ 35.29	\$ 500.29	\$ 23.82
2xweek	\$ 887.68	\$ 65.75	\$ 932.06	\$ 44.38
3xweek	\$ 1,280.58	\$ 94.86	\$ 1,344.61	\$ 64.03
4xweek	\$ 1,654.98	\$ 122.59	\$ 1,737.73	\$ 82.75
5xweek	\$ 2,029.44	\$ 150.33	\$ 2,130.91	\$ 101.47
6xweek	\$ 2,422.32	\$ 179.43	\$ 2,543.44	\$ 121.12

Debris Box

All Boxes	Rate	Increase Amt	Rate	Increase Amt
	\$ 580.77	\$ 43.02	\$ 609.81	\$ 29.04

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2029	
CPI	5%

2030	
CPI	5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics) Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 51.64	\$ 2.46	\$ 54.22	\$ 2.58
65 Gal	\$ 67.13	\$ 3.20	\$ 70.49	\$ 3.36
95 Gal	\$ 74.90	\$ 3.57	\$ 78.65	\$ 3.75
35 Gal CARE Rate (PG&E Approved)	\$ 45.23	\$ 2.15	\$ 47.49	\$ 2.26

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic Toter Sizes

	Rates	Increase Amt	Rates	Increase Amt
35 Gal	\$ 68.81	\$ 3.28	\$ 72.25	\$ 3.44
35 Gal - Multi Family (5+ Units)	\$ 57.89	\$ 2.76	\$ 60.78	\$ 2.89
65 Gal	\$ 93.92	\$ 4.47	\$ 98.62	\$ 4.70
95 Gal	\$ 127.84	\$ 6.09	\$ 134.23	\$ 6.39
95 Gal (2)	\$ 213.43	\$ 10.16	\$ 224.10	\$ 10.67

All Commercial Customers will be charged an additional fee per month to support the Town's \
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 215.30	\$ 10.25	\$ 226.07	\$ 10.77
2xweek	\$ 332.70	\$ 15.84	\$ 349.34	\$ 16.64
3xweek	\$ 449.10	\$ 21.39	\$ 471.56	\$ 22.46
4xweek	\$ 566.53	\$ 26.98	\$ 594.86	\$ 28.33
5xweek	\$ 681.68	\$ 32.46	\$ 715.76	\$ 34.08
6xweek	\$ 798.26	\$ 38.01	\$ 838.17	\$ 39.91

Commercial - 1.5 Yard

1xweek	\$ 260.12	\$ 12.39	\$ 273.13	\$ 13.01
2xweek	\$ 408.94	\$ 19.47	\$ 429.39	\$ 20.45
3xweek	\$ 527.34	\$ 25.11	\$ 553.71	\$ 26.37
4xweek	\$ 684.44	\$ 32.59	\$ 718.66	\$ 34.22
5xweek	\$ 814.04	\$ 38.76	\$ 854.74	\$ 40.70
6xweek	\$ 927.33	\$ 44.16	\$ 973.70	\$ 46.37

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2029			2030		
CPI	5%		CPI	5%	
\$	294.29	\$ 14.01	\$	309.00	\$ 14.71
\$	500.49	\$ 23.83	\$	525.51	\$ 25.02
\$	670.53	\$ 31.93	\$	704.06	\$ 33.53
\$	820.29	\$ 39.06	\$	861.30	\$ 41.01
\$	980.25	\$ 46.68	\$	1,029.26	\$ 49.01
\$	1,149.65	\$ 54.75	\$	1,207.13	\$ 57.48
\$	363.33	\$ 17.30	\$	381.50	\$ 18.17
\$	607.54	\$ 28.93	\$	637.92	\$ 30.38
\$	852.80	\$ 40.61	\$	895.44	\$ 42.64
\$	1,116.52	\$ 53.17	\$	1,172.35	\$ 55.83
\$	1,315.69	\$ 62.65	\$	1,381.47	\$ 65.78
\$	1,548.48	\$ 73.74	\$	1,625.90	\$ 77.42
\$	448.23	\$ 21.34	\$	470.64	\$ 22.41
\$	764.03	\$ 36.38	\$	802.23	\$ 38.20
\$	1,071.80	\$ 51.04	\$	1,125.39	\$ 53.59
\$	1,400.67	\$ 66.70	\$	1,470.70	\$ 70.03
\$	1,717.44	\$ 81.78	\$	1,803.31	\$ 85.87
\$	2,034.02	\$ 96.86	\$	2,135.72	\$ 101.70
\$	525.30	\$ 25.01	\$	551.57	\$ 26.27
\$	978.66	\$ 46.60	\$	1,027.59	\$ 48.93
\$	1,411.84	\$ 67.23	\$	1,482.43	\$ 70.59
\$	1,824.62	\$ 86.89	\$	1,915.85	\$ 91.23
\$	2,237.46	\$ 106.55	\$	2,349.33	\$ 111.87
\$	2,670.61	\$ 127.17	\$	2,804.14	\$ 133.53
Rate		Increase Amt	Rate		Increase Amt
\$	640.30	\$ 30.49	\$	672.32	\$ 32.02

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2031

CPI

5%

2032

CPI

5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics) Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 56.93	\$ 2.71	\$ 59.78	\$ 2.85
65 Gal	\$ 74.01	\$ 3.52	\$ 77.71	\$ 3.70
95 Gal	\$ 82.58	\$ 3.93	\$ 86.71	\$ 4.13
35 Gal CARE Rate (PG&E Approved)	\$ 49.86	\$ 2.37	\$ 52.35	\$ 2.49

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic Toter Sizes

	Rates	Increase Amt	Rates	Increase Amt
35 Gal	\$ 75.86	\$ 3.61	\$ 79.65	\$ 3.79
35 Gal - Multi Family (5+ Units)	\$ 63.82	\$ 3.04	\$ 67.01	\$ 3.19
65 Gal	\$ 103.55	\$ 4.93	\$ 108.73	\$ 5.18
95 Gal	\$ 140.94	\$ 6.71	\$ 147.99	\$ 7.05
95 Gal (2)	\$ 235.31	\$ 11.21	\$ 247.08	\$ 11.77

All Commercial Customers will be charged an additional fee per month to support the Town's \
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 237.37	\$ 11.30	\$ 249.24	\$ 11.87
2xweek	\$ 366.81	\$ 17.47	\$ 385.15	\$ 18.34
3xweek	\$ 495.14	\$ 23.58	\$ 519.90	\$ 24.76
4xweek	\$ 624.60	\$ 29.74	\$ 655.83	\$ 31.23
5xweek	\$ 751.55	\$ 35.79	\$ 789.13	\$ 37.58
6xweek	\$ 880.08	\$ 41.91	\$ 924.08	\$ 44.00

Commercial - 1.5 Yard

1xweek	\$ 286.79	\$ 13.66	\$ 301.13	\$ 14.34
2xweek	\$ 450.86	\$ 21.47	\$ 473.40	\$ 22.54
3xweek	\$ 581.40	\$ 27.69	\$ 610.47	\$ 29.07
4xweek	\$ 754.59	\$ 35.93	\$ 792.32	\$ 37.73
5xweek	\$ 897.48	\$ 42.74	\$ 942.35	\$ 44.87
6xweek	\$ 1,022.39	\$ 48.69	\$ 1,073.51	\$ 51.12

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2031			2032		
CPI		5%	CPI		5%
\$	324.45	\$ 15.45	\$	340.67	\$ 16.22
\$	551.79	\$ 26.28	\$	579.38	\$ 27.59
\$	739.26	\$ 35.20	\$	776.22	\$ 36.96
\$	904.37	\$ 43.07	\$	949.59	\$ 45.22
\$	1,080.72	\$ 51.46	\$	1,134.76	\$ 54.04
\$	1,267.49	\$ 60.36	\$	1,330.86	\$ 63.37
\$	400.58	\$ 19.08	\$	420.61	\$ 20.03
\$	669.82	\$ 31.90	\$	703.31	\$ 33.49
\$	940.21	\$ 44.77	\$	987.22	\$ 47.01
\$	1,230.97	\$ 58.62	\$	1,292.52	\$ 61.55
\$	1,450.54	\$ 69.07	\$	1,523.07	\$ 72.53
\$	1,707.20	\$ 81.30	\$	1,792.56	\$ 85.36
\$	494.17	\$ 23.53	\$	518.88	\$ 24.71
\$	842.34	\$ 40.11	\$	884.46	\$ 42.12
\$	1,181.66	\$ 56.27	\$	1,240.74	\$ 59.08
\$	1,544.24	\$ 73.54	\$	1,621.45	\$ 77.21
\$	1,893.48	\$ 90.17	\$	1,988.15	\$ 94.67
\$	2,242.51	\$ 106.79	\$	2,354.64	\$ 112.13
\$	579.15	\$ 27.58	\$	608.11	\$ 28.96
\$	1,078.97	\$ 51.38	\$	1,132.92	\$ 53.95
\$	1,556.55	\$ 74.12	\$	1,634.38	\$ 77.83
\$	2,011.64	\$ 95.79	\$	2,112.22	\$ 100.58
\$	2,466.80	\$ 117.47	\$	2,590.14	\$ 123.34
\$	2,944.35	\$ 140.21	\$	3,091.57	\$ 147.22
Rate		Increase Amt	Rate		Increase Amt
\$	705.94	\$ 33.62	\$	741.24	\$ 35.30

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2033	
CPI	2.5%

2034	
CPI	2.5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)
Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 61.27	\$ 1.49	\$ 62.80	\$ 1.53
65 Gal	\$ 79.65	\$ 1.94	\$ 81.64	\$ 1.99
95 Gal	\$ 88.88	\$ 2.17	\$ 91.10	\$ 2.22
35 Gal CARE Rate (PG&E Approved)	\$ 53.66	\$ 1.31	\$ 55.00	\$ 1.34

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic
Toter Sizes

	Rates	Increase Amt	Rates	Increase Amt
35 Gal	\$ 81.64	\$ 1.99	\$ 83.68	\$ 2.04
35 Gal - Multi Family (5+ Units)	\$ 68.69	\$ 1.68	\$ 70.41	\$ 1.72
65 Gal	\$ 111.45	\$ 2.72	\$ 114.24	\$ 2.79
95 Gal	\$ 151.69	\$ 3.70	\$ 155.48	\$ 3.79
95 Gal (2)	\$ 253.26	\$ 6.18	\$ 259.59	\$ 6.33

All Commercial Customers will be charged an additional fee per month to support the Town's \
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 255.47	\$ 6.23	\$ 261.86	\$ 6.39
2xweek	\$ 394.78	\$ 9.63	\$ 404.65	\$ 9.87
3xweek	\$ 532.90	\$ 13.00	\$ 546.22	\$ 13.32
4xweek	\$ 672.23	\$ 16.40	\$ 689.04	\$ 16.81
5xweek	\$ 808.86	\$ 19.73	\$ 829.08	\$ 20.22
6xweek	\$ 947.18	\$ 23.10	\$ 970.86	\$ 23.68

Commercial - 1.5 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 308.66	\$ 7.53	\$ 316.38	\$ 7.72
2xweek	\$ 485.24	\$ 11.84	\$ 497.37	\$ 12.13
3xweek	\$ 625.73	\$ 15.26	\$ 641.37	\$ 15.64
4xweek	\$ 812.13	\$ 19.81	\$ 832.43	\$ 20.30
5xweek	\$ 965.91	\$ 23.56	\$ 990.06	\$ 24.15
6xweek	\$ 1,100.35	\$ 26.84	\$ 1,127.86	\$ 27.51

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2033			2034		
CPI		2.5%	CPI		2.5%
\$	349.19	\$ 8.52	\$	357.92	\$ 8.73
\$	593.86	\$ 14.48	\$	608.71	\$ 14.85
\$	795.63	\$ 19.41	\$	815.52	\$ 19.89
\$	973.33	\$ 23.74	\$	997.66	\$ 24.33
\$	1,163.13	\$ 28.37	\$	1,192.21	\$ 29.08
\$	1,364.13	\$ 33.27	\$	1,398.23	\$ 34.10
\$	431.13	\$ 10.52	\$	441.91	\$ 10.78
\$	720.89	\$ 17.58	\$	738.91	\$ 18.02
\$	1,011.90	\$ 24.68	\$	1,037.20	\$ 25.30
\$	1,324.83	\$ 32.31	\$	1,357.95	\$ 33.12
\$	1,561.15	\$ 38.08	\$	1,600.18	\$ 39.03
\$	1,837.37	\$ 44.81	\$	1,883.30	\$ 45.93
\$	531.85	\$ 12.97	\$	545.15	\$ 13.30
\$	906.57	\$ 22.11	\$	929.23	\$ 22.66
\$	1,271.76	\$ 31.02	\$	1,303.55	\$ 31.79
\$	1,661.99	\$ 40.54	\$	1,703.54	\$ 41.55
\$	2,037.85	\$ 49.70	\$	2,088.80	\$ 50.95
\$	2,413.51	\$ 58.87	\$	2,473.85	\$ 60.34
\$	623.31	\$ 15.20	\$	638.89	\$ 15.58
\$	1,161.24	\$ 28.32	\$	1,190.27	\$ 29.03
\$	1,675.24	\$ 40.86	\$	1,717.12	\$ 41.88
\$	2,165.03	\$ 52.81	\$	2,219.16	\$ 54.13
\$	2,654.89	\$ 64.75	\$	2,721.26	\$ 66.37
\$	3,168.86	\$ 77.29	\$	3,248.08	\$ 79.22
Rate		Increase Amt	Rate		Increase Amt
\$	759.77	\$ 18.53	\$	778.76	\$ 18.99

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2035	
CPI	2.5%

2036	
CPI	2.5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)
Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 64.37	\$ 1.57	\$ 65.98	\$ 1.61
65 Gal	\$ 83.68	\$ 2.04	\$ 85.77	\$ 2.09
95 Gal	\$ 93.38	\$ 2.28	\$ 95.71	\$ 2.33
35 Gal CARE Rate (PG&E Approved)	\$ 56.38	\$ 1.38	\$ 57.79	\$ 1.41

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic)
Toter Sizes

	Rates	Increase Amt	Rates	Increase Amt
35 Gal	\$ 85.77	\$ 2.09	\$ 87.91	\$ 2.14
35 Gal - Multi Family (5+ Units)	\$ 72.17	\$ 1.76	\$ 73.97	\$ 1.80
65 Gal	\$ 117.10	\$ 2.86	\$ 120.03	\$ 2.93
95 Gal	\$ 159.37	\$ 3.89	\$ 163.35	\$ 3.98
95 Gal (2)	\$ 266.08	\$ 6.49	\$ 272.73	\$ 6.65

All Commercial Customers will be charged an additional fee per month to support the Town's \
Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 268.41	\$ 6.55	\$ 275.12	\$ 6.71
2xweek	\$ 414.77	\$ 10.12	\$ 425.14	\$ 10.37
3xweek	\$ 559.88	\$ 13.66	\$ 573.88	\$ 14.00
4xweek	\$ 706.27	\$ 17.23	\$ 723.93	\$ 17.66
5xweek	\$ 849.81	\$ 20.73	\$ 871.06	\$ 21.25
6xweek	\$ 995.13	\$ 24.27	\$ 1,020.01	\$ 24.88

Commercial - 1.5 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 324.29	\$ 7.91	\$ 332.40	\$ 8.11
2xweek	\$ 509.80	\$ 12.43	\$ 522.55	\$ 12.75
3xweek	\$ 657.40	\$ 16.03	\$ 673.84	\$ 16.44
4xweek	\$ 853.24	\$ 20.81	\$ 874.57	\$ 21.33
5xweek	\$ 1,014.81	\$ 24.75	\$ 1,040.18	\$ 25.37
6xweek	\$ 1,156.06	\$ 28.20	\$ 1,184.96	\$ 28.90

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2035			2036		
CPI	2.5%		CPI	2.5%	
\$	366.87	\$ 8.95	\$	376.04	\$ 9.17
\$	623.93	\$ 15.22	\$	639.53	\$ 15.60
\$	835.91	\$ 20.39	\$	856.81	\$ 20.90
\$	1,022.60	\$ 24.94	\$	1,048.17	\$ 25.57
\$	1,222.02	\$ 29.81	\$	1,252.57	\$ 30.55
\$	1,433.19	\$ 34.96	\$	1,469.02	\$ 35.83
\$	452.96	\$ 11.05	\$	464.28	\$ 11.32
\$	757.38	\$ 18.47	\$	776.31	\$ 18.93
\$	1,063.13	\$ 25.93	\$	1,089.71	\$ 26.58
\$	1,391.90	\$ 33.95	\$	1,426.70	\$ 34.80
\$	1,640.18	\$ 40.00	\$	1,681.18	\$ 41.00
\$	1,930.38	\$ 47.08	\$	1,978.64	\$ 48.26
\$	558.78	\$ 13.63	\$	572.75	\$ 13.97
\$	952.46	\$ 23.23	\$	976.27	\$ 23.81
\$	1,336.14	\$ 32.59	\$	1,369.54	\$ 33.40
\$	1,746.13	\$ 42.59	\$	1,789.78	\$ 43.65
\$	2,141.02	\$ 52.22	\$	2,194.55	\$ 53.53
\$	2,535.70	\$ 61.85	\$	2,599.09	\$ 63.39
\$	654.86	\$ 15.97	\$	671.23	\$ 16.37
\$	1,220.03	\$ 29.76	\$	1,250.53	\$ 30.50
\$	1,760.05	\$ 42.93	\$	1,804.05	\$ 44.00
\$	2,274.64	\$ 55.48	\$	2,331.51	\$ 56.87
\$	2,789.29	\$ 68.03	\$	2,859.02	\$ 69.73
\$	3,329.28	\$ 81.20	\$	3,412.51	\$ 83.23
Rate	Increase Amt		Rate	Increase Amt	
\$	798.23	\$ 19.47	\$	818.19	\$ 19.96

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2037	
CPI	2.5%

2038	
CPI	2.5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)

Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 67.63	\$ 1.65	\$ 69.32	\$ 1.69
65 Gal	\$ 87.91	\$ 2.14	\$ 90.11	\$ 2.20
95 Gal	\$ 98.10	\$ 2.39	\$ 100.55	\$ 2.45
35 Gal CARE Rate (PG&E Approved)	\$ 59.23	\$ 1.44	\$ 60.71	\$ 1.48

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic

Toter Sizes

	Rates	Increase Amt	Rates	Increase Amt
35 Gal	\$ 90.11	\$ 2.20	\$ 92.36	\$ 2.25
35 Gal - Multi Family (5+ Units)	\$ 75.82	\$ 1.85	\$ 77.72	\$ 1.90
65 Gal	\$ 123.03	\$ 3.00	\$ 126.11	\$ 3.08
95 Gal	\$ 167.43	\$ 4.08	\$ 171.62	\$ 4.19
95 Gal (2)	\$ 279.55	\$ 6.82	\$ 286.54	\$ 6.99

All Commercial Customers will be charged an additional fee per month to support the Town's \

Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 282.00	\$ 6.88	\$ 289.05	\$ 7.05
2xweek	\$ 435.77	\$ 10.63	\$ 446.66	\$ 10.89
3xweek	\$ 588.23	\$ 14.35	\$ 602.94	\$ 14.71
4xweek	\$ 742.03	\$ 18.10	\$ 760.58	\$ 18.55
5xweek	\$ 892.84	\$ 21.78	\$ 915.16	\$ 22.32
6xweek	\$ 1,045.51	\$ 25.50	\$ 1,071.65	\$ 26.14

Commercial - 1.5 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 340.71	\$ 8.31	\$ 349.23	\$ 8.52
2xweek	\$ 535.61	\$ 13.06	\$ 549.00	\$ 13.39
3xweek	\$ 690.69	\$ 16.85	\$ 707.96	\$ 17.27
4xweek	\$ 896.43	\$ 21.86	\$ 918.84	\$ 22.41
5xweek	\$ 1,066.18	\$ 26.00	\$ 1,092.83	\$ 26.65
6xweek	\$ 1,214.58	\$ 29.62	\$ 1,244.94	\$ 30.36

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

	2037		2038	
	CPI	2.5%	CPI	2.5%
Commercial - 2 Yard				
1xweek	\$ 385.44	\$ 9.40	\$ 395.08	\$ 9.64
2xweek	\$ 655.52	\$ 15.99	\$ 671.91	\$ 16.39
3xweek	\$ 878.23	\$ 21.42	\$ 900.19	\$ 21.96
4xweek	\$ 1,074.37	\$ 26.20	\$ 1,101.23	\$ 26.86
5xweek	\$ 1,283.88	\$ 31.31	\$ 1,315.98	\$ 32.10
6xweek	\$ 1,505.75	\$ 36.73	\$ 1,543.39	\$ 37.64
Commercial - 3 Yard				
1xweek	\$ 475.89	\$ 11.61	\$ 487.79	\$ 11.90
2xweek	\$ 795.72	\$ 19.41	\$ 815.61	\$ 19.89
3xweek	\$ 1,116.95	\$ 27.24	\$ 1,144.87	\$ 27.92
4xweek	\$ 1,462.37	\$ 35.67	\$ 1,498.93	\$ 36.56
5xweek	\$ 1,723.21	\$ 42.03	\$ 1,766.29	\$ 43.08
6xweek	\$ 2,028.11	\$ 49.47	\$ 2,078.81	\$ 50.70
Commercial - 4 Yard				
1xweek	\$ 587.07	\$ 14.32	\$ 601.75	\$ 14.68
2xweek	\$ 1,000.68	\$ 24.41	\$ 1,025.70	\$ 25.02
3xweek	\$ 1,403.78	\$ 34.24	\$ 1,438.87	\$ 35.09
4xweek	\$ 1,834.52	\$ 44.74	\$ 1,880.38	\$ 45.86
5xweek	\$ 2,249.41	\$ 54.86	\$ 2,305.65	\$ 56.24
6xweek	\$ 2,664.07	\$ 64.98	\$ 2,730.67	\$ 66.60
Commercial - 6 Yard				
1xweek	\$ 688.01	\$ 16.78	\$ 705.21	\$ 17.20
2xweek	\$ 1,281.79	\$ 31.26	\$ 1,313.83	\$ 32.04
3xweek	\$ 1,849.15	\$ 45.10	\$ 1,895.38	\$ 46.23
4xweek	\$ 2,389.80	\$ 58.29	\$ 2,449.55	\$ 59.75
5xweek	\$ 2,930.50	\$ 71.48	\$ 3,003.76	\$ 73.26
6xweek	\$ 3,497.82	\$ 85.31	\$ 3,585.27	\$ 87.45
Debris Box	Rate	Increase Amt	Rate	Increase Amt
All Boxes	\$ 838.64	\$ 20.45	\$ 859.61	\$ 20.97

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2039	
CPI	2.5%

2040	
CPI	2.5%

Town Residential Rates Include:(Solid Waste, Recycle, and Organics)

Toter Sizes

	Monthly Rates	Increase Amt	Monthly Rates	Increase Amt
35 Gal	\$ 71.05	\$ 1.73	\$ 72.83	\$ 1.78
65 Gal	\$ 92.36	\$ 2.25	\$ 94.67	\$ 2.31
95 Gal	\$ 103.06	\$ 2.51	\$ 105.64	\$ 2.58
35 Gal CARE Rate (PG&E Approved)	\$ 62.23	\$ 1.52	\$ 63.79	\$ 1.56

Additional Yard Waste Cans (over 2) are \$5.00 each per month w/ contract

Town Commercial Toter Rates Include: (Solid Waste, Recycle, and Organic

Toter Sizes

	Rates	Increase Amt	Rates	Increase Amt
35 Gal	\$ 94.67	\$ 2.31	\$ 97.04	\$ 2.37
35 Gal - Multi Family (5+ Units)	\$ 79.66	\$ 1.94	\$ 81.65	\$ 1.99
65 Gal	\$ 129.26	\$ 3.15	\$ 132.49	\$ 3.23
95 Gal	\$ 175.91	\$ 4.29	\$ 180.31	\$ 4.40
95 Gal (2)	\$ 293.70	\$ 7.16	\$ 301.04	\$ 7.34

All Commercial Customers will be charged an additional fee per month to support the Town's \

Fee: \$ 4.35

Town of Paradise Commercial Dumpsters Include: (Recycle & Organics)

Commercial - 1 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 296.28	\$ 7.23	\$ 303.69	\$ 7.41
2xweek	\$ 457.83	\$ 11.17	\$ 469.28	\$ 11.45
3xweek	\$ 618.01	\$ 15.07	\$ 633.46	\$ 15.45
4xweek	\$ 779.59	\$ 19.01	\$ 799.08	\$ 19.49
5xweek	\$ 938.04	\$ 22.88	\$ 961.49	\$ 23.45
6xweek	\$ 1,098.44	\$ 26.79	\$ 1,125.90	\$ 27.46

Commercial - 1.5 Yard	Rates	Increase Amt	Rates	Increase Amt
1xweek	\$ 357.96	\$ 8.73	\$ 366.91	\$ 8.95
2xweek	\$ 562.73	\$ 13.73	\$ 576.80	\$ 14.07
3xweek	\$ 725.66	\$ 17.70	\$ 743.80	\$ 18.14
4xweek	\$ 941.81	\$ 22.97	\$ 965.36	\$ 23.55
5xweek	\$ 1,120.15	\$ 27.32	\$ 1,148.15	\$ 28.00
6xweek	\$ 1,276.06	\$ 31.12	\$ 1,307.96	\$ 31.90

Town of Paradise Rates

Increase with AB1383 Included with overall increase of 18.88%

2039			2040		
CPI		2.5%	CPI		2.5%
\$	404.96	\$ 9.88	\$	415.08	\$ 10.12
\$	688.71	\$ 16.80	\$	705.93	\$ 17.22
\$	922.69	\$ 22.50	\$	945.76	\$ 23.07
\$	1,128.76	\$ 27.53	\$	1,156.98	\$ 28.22
\$	1,348.88	\$ 32.90	\$	1,382.60	\$ 33.72
\$	1,581.97	\$ 38.58	\$	1,621.52	\$ 39.55
\$	499.98	\$ 12.19	\$	512.48	\$ 12.50
\$	836.00	\$ 20.39	\$	856.90	\$ 20.90
\$	1,173.49	\$ 28.62	\$	1,202.83	\$ 29.34
\$	1,536.40	\$ 37.47	\$	1,574.81	\$ 38.41
\$	1,810.45	\$ 44.16	\$	1,855.71	\$ 45.26
\$	2,130.78	\$ 51.97	\$	2,184.05	\$ 53.27
\$	616.79	\$ 15.04	\$	632.21	\$ 15.42
\$	1,051.34	\$ 25.64	\$	1,077.62	\$ 26.28
\$	1,474.84	\$ 35.97	\$	1,511.71	\$ 36.87
\$	1,927.39	\$ 47.01	\$	1,975.57	\$ 48.18
\$	2,363.29	\$ 57.64	\$	2,422.37	\$ 59.08
\$	2,798.94	\$ 68.27	\$	2,868.91	\$ 69.97
\$	722.84	\$ 17.63	\$	740.91	\$ 18.07
\$	1,346.68	\$ 32.85	\$	1,380.35	\$ 33.67
\$	1,942.76	\$ 47.38	\$	1,991.33	\$ 48.57
\$	2,510.79	\$ 61.24	\$	2,573.56	\$ 62.77
\$	3,078.85	\$ 75.09	\$	3,155.82	\$ 76.97
\$	3,674.90	\$ 89.63	\$	3,766.77	\$ 91.87
Rate		Increase Amt	Rate		Increase Amt
\$	881.10	\$ 21.49	\$	903.13	\$ 22.03

**NORTHERN RECYCLING & WASTE SERVICES, LLC
TOWN OF PARADISE FRANCHISE
NEW RATE METHODOLOGY**

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Operating Expenses	\$ 1,731,393	\$ 1,983,491	\$ 2,048,507	\$ 2,326,293	\$ 2,402,966	\$ 2,482,405	\$ 2,683,063	\$ 2,773,837	\$ 2,867,984	\$ 3,026,946	\$ 3,131,083	\$ 3,239,156	\$ 3,414,868	\$ 3,534,230	\$ 3,658,171
Operating ratio	0.905	\$ 1,913,141	\$ 2,191,703	\$ 2,263,544	\$ 2,570,490	\$ 2,655,211	\$ 2,742,989	\$ 2,964,710	\$ 3,065,013	\$ 3,169,043	\$ 3,344,692	\$ 3,459,760	\$ 3,579,178	\$ 3,773,335	\$ 4,042,178
Pass-through Costs:															
Disposal & Processing	\$ 340,117	\$ 332,289	\$ 348,904	\$ 366,349	\$ 384,666	\$ 403,900	\$ 424,095	\$ 445,299	\$ 467,564	\$ 490,943	\$ 515,490	\$ 541,264	\$ 568,327	\$ 596,744	\$ 626,581
Franchise Fee	\$ 125,658	\$ 153,636	\$ 168,133	\$ 188,341	\$ 211,034	\$ 236,658	\$ 257,894	\$ 281,208	\$ 306,759	\$ 334,604	\$ 365,065	\$ 388,903	\$ 414,300	\$ 428,673	\$ 443,500
Depreciation	\$ 136,549	\$ 224,529	\$ 254,075	\$ 317,644	\$ 320,006	\$ 322,089	\$ 576,818	\$ 569,956	\$ 560,944	\$ 693,357	\$ 691,034	\$ 689,655	\$ 651,399	\$ 604,454	\$ 604,584
Interest	\$ 71,126	\$ 80,620	\$ 73,525	\$ 66,430	\$ 58,690	\$ 50,950	\$ 119,710	\$ 104,470	\$ 89,230	\$ 94,990	\$ 77,650	\$ 84,310	\$ 72,467	\$ 59,400	\$ 49,200
Total	\$ 673,450	\$ 791,074	\$ 844,637	\$ 938,764	\$ 974,396	\$ 1,013,597	\$ 1,378,517	\$ 1,400,933	\$ 1,424,497	\$ 1,613,894	\$ 1,649,239	\$ 1,704,132	\$ 1,706,493	\$ 1,689,271	\$ 1,723,865
Revenue requirement	\$ 2,586,591	\$ 2,982,777	\$ 3,108,181	\$ 4,200,536	\$ 5,124,564	\$ 5,851,373	\$ 6,798,765	\$ 7,565,507	\$ 8,126,797	\$ 8,688,118	\$ 9,002,062	\$ 9,055,161	\$ 8,964,230	\$ 8,625,150	\$ 8,252,296
Projected revenue	\$ 1,748,833	\$ 2,209,796	\$ 2,416,899	\$ 2,705,579	\$ 3,029,777	\$ 3,395,835	\$ 3,699,204	\$ 4,032,250	\$ 4,397,265	\$ 4,795,055	\$ 5,230,211	\$ 5,570,759	\$ 5,933,578	\$ 6,138,897	\$ 6,350,711
Revenue shortfall	\$ 837,758	\$ 772,981	\$ 691,282	\$ 1,494,957	\$ 2,094,787	\$ 2,455,538	\$ 3,099,561	\$ 3,533,257	\$ 3,729,532	\$ 3,893,063	\$ 3,771,851	\$ 3,484,402	\$ 3,030,652	\$ 2,486,253	\$ 1,901,585
Rate increase	47.9%	35.0%	28.6%	55.3%	69.1%	72.3%	83.8%	87.6%	84.8%	81.2%	72.1%	62.5%	51.1%	40.5%	29.9%
Cumulative revenue under/over collected			\$ 691,282	\$ 803,675	\$ 1,291,112	\$ 1,164,426	\$ 1,935,135	\$ 1,598,122	\$ 2,131,410	\$ 1,761,653	\$ 2,010,198	\$ 1,474,204	\$ 1,556,448	\$ 929,805	\$ 971,780

**NORTHERN RECYCLING & WASTE SERVICES, LL
TOWN OF PARADISE FRANCHISE
NEW RATE METHODOLOGY**

		2037	2038	2039	2040
Operating Expenses	\$	3,852,758	\$ 3,989,468	\$ 4,131,498	\$ 4,279,067
Operating ratio	0.905 \$	4,257,191	\$ 4,408,252	\$ 4,565,191	\$ 4,728,251
Pass-through Costs:					
Disposal & Processing	\$	657,910	\$ 690,806	\$ 725,346	\$ 761,613
Franchise Fee	\$	458,804	\$ 474,678	\$ 491,177	\$ 508,457
Depreciation	\$	690,284	\$ 405,505	\$ 401,005	\$ 382,171
Interest	\$	39,000	\$ -	\$ -	\$ -
Total	\$	1,845,998	\$ 1,570,989	\$ 1,617,528	\$ 1,652,241
Revenue requirement	\$	8,004,774	\$ 7,414,674	\$ 6,801,272	\$ 6,149,953
Projected revenue	\$	6,569,341	\$ 6,796,121	\$ 7,031,811	\$ 7,278,669
Revenue shortfall	\$	1,435,433	\$ 618,553	\$ (230,539)	\$ (1,128,716)
Rate increase		21.9%	9.1%	-3.3%	-15.5%
Cumulative revenue under/over collected	\$	463,653	\$ 154,900	\$ (385,439)	\$ (743,277)

AMENDED AND RESTATED
FRANCHISE AGREEMENT

BETWEEN

THE TOWN OF PARADISE

AND

NORTHERN RECYCLING AND WASTE SERVICES, LLC
FOR

SOLID WASTE, RECYCLABLE MATERIALS, AND
ORGANICS COLLECTION, PROCESSING, AND
DISPOSAL SERVICES

* * * * *

XXX, 2024

**FRANCHISE AGREEMENT
BETWEEN**

**THE TOWN OF PARADISE
AND
NORTHERN RECYCLING AND WASTE SERVICES, LLC
FOR
SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANICS
COLLECTION, PROCESSING AND DISPOSAL SERVICES**

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1 AMENDED AND RESTATED AGREEMENT
2 FOR

3
4 SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANICS
5 COLLECTION, PROCESSING AND DISPOSAL SERVICES
6

7 This AMENDED AND RESTATED AGREEMENT (“Agreement”) is made as of this XX day
8 of XX 2024, by and between the TOWN OF PARADISE, a municipal corporation, (hereinafter
9 referred to as the “Town”) and Northern Recycling and Waste Services, LLC, a California
10 Limited Liability Company (hereinafter referred to as “Contractor”).
11

12
13 RECITALS:
14

15 **Whereas;** the Legislature of the State of California, by enactment of Assembly Bill 939 of 1989
16 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the
17 public interest to authorize and require local agencies to make adequate provisions for Solid
18 Waste handling within their jurisdiction; and,
19

20 **Whereas;** the State of California has found and declared that the amount of Solid Waste
21 generated in California, coupled with diminishing Disposal capacity and interest in
22 minimizing potential environmental impacts from landfilling and the need to conserve
23 natural resources, have created an urgent need for State and local agencies to enact and
24 implement an aggressive integrated waste management program. The State has, through
25 enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs
26 and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB
27 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics
28 Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383),
29 directed the responsible State agency, and all local agencies, to promote a reduction in
30 Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and
31 composting options in order to reduce the amount of material that must be Disposed; and,
32

33 **Whereas;** SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers,
34 Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste
35 Disposal reduction targets and; and,
36

37 **Whereas;** SB 1383 Regulations require Jurisdiction to implement Collection programs, meet
38 Processing facility requirements, conduct contamination monitoring, provide education,
39 maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other
40 requirements; and, Jurisdiction has chosen to delegate some of its responsibilities to the
41 Contractor, acting as the Jurisdiction’s designee, through this Agreement; and
42

43 **Whereas;** pursuant to California Public Resources Code Section 40059(a)(2), the Town has
44 determined that the public health, safety, and well-being require that a franchise agreement
45 be awarded to a qualified contractor for the Collection of Solid Waste, Recyclable Materials,

and Organics, and other services related to meeting the diversion goals, and other requirements of the California Act; and,

Whereas; the Town declares its intention of maintaining reasonable rates and quality service related to the Collection of Solid Waste, Recyclable Materials, and Organics, the transportation of such material to appropriate places of processing, Recycling, Composting, and/or Disposal, and the Processing of Recyclable Materials and Organics and other services; and,

Whereas; the Contractor has submitted a plan to provide Solid Waste, Recyclable Materials, and Organics programs at reasonable costs to the ratepayers of the Town and the Town has elected to enter into this Agreement based on the advantages of that plan; and,

Whereas; the Town desires to continue the Agreement with Contractor based on the strength of its plan to provide the desired services and the ability of those services to meet the Town's diversion goals and comply with the requirements of the Act; and,

Whereas; Contractor agrees to and acknowledges that it shall arrange for the proper Disposal of all Solid Waste collected in the Town's Service Area and the Town is not instructing Contractor how to Collect, transport, process and / or Dispose of Solid Waste, Recyclable Materials, and Organics; and,

Whereas; Town and Contractor desire to leave no doubts as to their respective roles, and that by entering into this Agreement, the Town is not thereby becoming a "generator" or "arranger" as those terms are used in CERCLA 107 (a)(3), and that it is Contractor, not the Town, which is "arranging for" the Collection of Solid Waste, Recyclable Materials, and Organics, the transportation of such material to appropriate places of processing, Recycling, Composting, and/or Disposal, and the Processing of Recyclable Materials and Organics; and,

Whereas; this Agreement has been developed by and is satisfactory to the parties.

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

81 **ARTICLE 1**
82 **DEFINITIONS**
83

84 Unless the context otherwise requires, capitalized terms used in this Agreement will have the
85 meanings specified in Exhibit A to this Agreement, which is attached hereto and incorporated
86 by reference.
87

88 **ARTICLE 2**
89 **GRANT AND ACCEPTANCE OF AGREEMENT**
90

91 **2.01 Grant and Acceptance of Franchise.**

92 Subject to Sections 2.04 and 2.06, the Town hereby grants to Contractor the exclusive
93 right and privilege to Collect, transport, process and / or Dispose of Solid Waste,
94 Recyclable Materials, and Organics accumulating in Service Area that is required to be
95 accumulated and offered for Collection to Contractor in accordance with Paradise
96 Municipal Code Chapter 8.08 and this Agreement. Contractor hereby accepts the
97 terms and conditions set forth in this Agreement.
98

99 **2.02 Effective Date and Commencement Date.**

100 The Effective Date of this Agreement shall be XX, 2024.
101

102 The Commencement Date shall be July 1, 2024, and shall be the date on which the
103 Contractor initiates provision of the Franchised Services required by this Agreement.
104

105 Between the Effective Date and the Commencement Date, Contractor shall perform all
106 activities necessary to prepare itself to start services required by this Agreement on the
107 Commencement Date.
108

109 **2.03 Term.**

110 The term of this Agreement shall commence at midnight July 1, 2024, and shall end at
111 midnight July 1, 2040, unless terminated as provided in Section 11.02. In addition, the
112 term of this Agreement may be extended for an additional three (3) years subject to the
113 following conditions:

- 114 **A.** Contractor shall receive a favorable rating by more than 85% of respondents to a
115 customer satisfaction survey performed in the seventh and fourteenth year of this
116 Agreement.
117 **B.** The Town shall be in compliance with CalRecycle and not under any penalty.
118 **C.** Liquidated damages as provided in Section 11.03 through the ninth year of the term
119 of this Agreement shall not exceed \$30,000.
120
121
122

123 **2.04 Conditions to the Effectiveness of Agreement.**

124 The obligation of the Town to permit this Agreement to become effective and to
125 perform its undertakings provided for in this Agreement is subject to the satisfaction
126 of each and all of the conditions set out below, each of which may be waived in whole
127 or in part by the Town at its sole discretion.

128
129 **A. Accuracy of Representations.** Representations and warranties made by
130 Contractor throughout this Agreement are accurate, true and correct on and as of
131 the Effective Date of this Agreement. Any information submitted to the Town
132 supplementary thereto, on which the Town has relied in awarding this franchise to
133 Contractor and entering into this Agreement, does not contain any untrue
134 statement of a material fact nor omit to state a material fact necessary in order to
135 make the statements made, in light of the circumstances in which they were made,
136 nor is misleading.

137
138 **B. Absence of Litigation.** There is no litigation pending in any court challenging
139 the award of this Franchise to Contractor or the execution of this Agreement or
140 seeking to restrain or enjoin its performance.

141
142 **C. Furnishing of Insurance and Bonds.** Contractor has furnished evidence of the
143 insurance and performance bond required by Article 9.

144
145 **D. Effectiveness of Town Council Action.** The Town has the authority to enter
146 into and perform its obligations under this Agreement. The Town has taken all
147 actions required by law or otherwise to authorize the execution of this Agreement.
148 The Persons signing this Agreement on behalf of the Town have the authority to
149 do so. The Town's Resolution No 2024-_____ (Town) approving this
150 Agreement, adopted at the close of the public hearing after the required Prop 218
151 procedures, shall have become effective pursuant to California law on or before the
152 Effective Date.

153
154 In the event that any condition set forth in this Section 2.04 is not satisfied or
155 waived, by the Effective Date, by the Town, this Agreement shall be void and shall
156 have no further force or effect. The Town may waive the satisfaction of conditions
157 described in this Section 2.04, allow this Agreement to become effective, and
158 exercise its rights and remedies under this Agreement for Contractor's failure to
159 deliver the bond and/or evidence of insurance. Each party is obligated to perform
160 in good faith the actions, if any, which this Agreement requires it to perform before
161 the Effective Date and to cooperate towards the satisfaction of the conditions set
162 forth above.

163
164 **2.05 Scope of Franchise.**

165 Subject to Section 2.06, the Franchise granted to Contractor shall be exclusive for all
166 Solid Waste, Recyclable Materials, and Organics generated in the Service Area, except
167 where otherwise precluded by Federal, State and local laws and regulations or where

other current programs provide for Collection and handling of Household Hazardous Waste and/or electronic waste.

2.06 Limitations to Scope.

The Agreement for the Collection, transportation, processing, and /or Disposal of Solid Waste, Recyclable Materials, and Organics granted to Contractor shall be exclusive except as described in this Section 2.06. The award of this Agreement shall not preclude the categories of Solid Waste, Recyclable Materials and Organics listed below from being delivered to and/or Collected and transported by others. However, nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the Town which is otherwise required by law:

- A. Solid Waste, Recyclable Materials and Organics, which are removed from any Premises by the Waste Generator, and which are transported personally by the Owner or Occupant of such Premises or by his or her full-time employees or a contractor whose removal of the Solid Waste, Recyclable Materials and/or Organics are incidental to the service being performed;
- B. Collection and Processing of Recyclable Materials not specifically included in the definition of Recyclables in Exhibit A;
- C. Recyclable Materials and Organics which are Source Separated at any Premises by the Waste Generator and donated to youth, civic, or charitable organizations;
- D. Source Separated Recyclable Materials generated in the Service Area that are placed in Containers, collected through a private arrangement with the Generator and the Generator is compensated for the Recyclable Materials Collected; provided, however, that the Owner or Occupant of such Premises shall be required to subscribe to and pay for the basic level of service provided by Contractor. For the purposes of this Agreement, Source Separated loads are loads that consist of 90% or more by weight or volume (whichever is greater) of Source Separated Recyclable Materials or Organics. If Contractor can document that other recyclers are servicing Collection Containers that contain less than 90% Source Separated Recyclable Materials or Organics, it shall report the location and the name of the recycler to the Town along with Contractor's evidence of the violation of the exclusiveness of this Agreement;
- E. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code Section 14500, et. seq.;
- F. Organics removed from Premises by gardening, landscaping, or tree-trimming contractors as an incidental part of a total service offered by that contractor rather than as a hauling service;

- 213 G. Construction Debris and Demolition Debris which is removed from any
214 Premise by employees of the construction or demolition contractor, using
215 equipment owned and registered to the contractor. The services are provided to
216 the particular premises on a temporary basis, not on a regular or on-going basis.
217
- 218 H. Solid Waste generated by public schools and other State institutions located
219 within the Service Area;
220
- 221 I. Animal waste and remains from slaughterhouse or butcher shops for use as
222 tallow;
223
- 224 J. By-products of sewage treatment, including sludge, sludge ash, grit and
225 screenings;
226
- 227 K. Abandoned cars that are removed from any Premises by a licensed towing
228 Contractor authorized to do so by the Town; and,
229
- 230 L. Hazardous Waste, including Household Hazardous Waste (HHW), and
231 Designated Waste regardless of its source.
232
- 233 M. Material removed pursuant to a nuisance abatement or court order.
234
- 235 N. Clean up services including removal of MSW from residential or commercial
236 Premises where all of the following conditions are met:
237
- 238 1. The person who transports the MSW for Disposal or Processing is the person
239 who actually enters on the customer's premises and performs the clean-up
240 services, loads the MSW directly to the transportation vehicle, and removes
241 the MSW from the premises.
 - 242 2. The MSW is not stored in a debris box, roll-off box, a container designed to
243 be emptied by a Collection Vehicle, or a container provided by the person
244 performing the services.
 - 245 3. The services are provided to the particular premises on a temporary basis,
246 not on a regular or on-going basis.
247
- 248 O. Edible Food that is collected from a Generator by other Person(s), such as a
249 Person from a Food Recovery Organization or Food Recovery Service, for the
250 purposes of Food Recovery; or that is transported by the Generator to another
251 location(s), such as the location of the Food Recovery Organization, for the
252 purposes of Food Recovery, regardless of whether the Generator donates, sells, or
253 pays a fee to the other Person(s) to collect or receive the Edible Food from the
254 Generator.
255
- 256 P. Organic Waste that is composted or otherwise legally managed at the site where
257 it is generated or a Community Composting site.

258
259 Q. Any services not specifically identified in Section 2.05.
260

261 This grant to Contractor of an exclusive right and privilege to Collect, transport,
262 process and / or Dispose of Solid Waste, Recyclable Materials, and Organics shall
263 be interpreted to be consistent with State and Federal laws, now and during the
264 term of the Agreement, and the scope of this exclusive right shall be limited by
265 applicable state and federal laws with regard to the matters contained in this
266 Agreement. In the event that future court interpretations of current law or new
267 laws, regulations, interpretations or trends limit the ability of the Town to lawfully
268 provide for the scope of services as specifically set forth in this Agreement,
269 Contractor agrees that the scope of the Agreement shall be limited to those services
270 and materials which may be lawfully provided and that the Town shall not be
271 responsible for any lost profits or losses claimed by Contractor to arise out of
272 limitations of the scope of the Agreement. In such an event, it shall be the
273 responsibility of Contractor to minimize the financial impact to other services being
274 provided as much as possible.
275

276 **2.07 Additional Services and Modifications to Service**
277

278 A. **General.** The Town shall have the right to direct Contractor to perform
279 additional services (including new diversion programs, billing services, etc.) or to
280 modify the manner in which it performs existing services, including directing the
281 Contractor in the end use of Organics. Pilot programs and innovative services
282 which may entail adding additional Recyclable Materials to existing programs,
283 new Collection methods, targeted routing, different kinds of services and/or new
284 requirements for Waste Generators are included among the kinds of changes which
285 the Town may direct. Contractor shall be entitled to an adjustment in its
286 compensation in accordance with Article 6 for providing such additional or
287 modified services.
288

289 The Town may adopt an ordinance for Construction and Demolition Debris
290 Diversion during the term of this Agreement. It is expected the ordinances will
291 mandate a 50% Diversion Goal based upon the material being taken to a Certified
292 Processing Facility through a contract with the Generator.
293

294
295 B. **New Diversion Programs.** Contractor shall present, within 30 days of a request
296 to do so by the Town, a proposal to provide additional or expanded diversion
297 services. At a minimum, the proposal shall contain a complete description of the
298 following:
299

- 300 1. Collection methodology to be employed (equipment, manpower, etc.).
- 301
- 302 2. Equipment to be utilized (number and types of vehicles, capacity, age, etc.).

- 303
- 304 3. Labor requirements (number of employees by job classification).
- 305
- 306 4. Type of materials containers to be utilized.
- 307
- 308 5. Provision for program publicity/education/marketing.
- 309
- 310 6. Estimate of the tonnage to be diverted and the methodology for determining
- 311 that diverted tonnage.
- 312
- 313 7. Five-year projection of the financial results of the program's operations in a
- 314 balance sheet and operating statement format including documentation of
- 315 the key assumptions underlying the projections and the support for those
- 316 assumptions, giving full effect to the savings or costs to existing services.
- 317

318 **C. Town's Right to Permit Others to Provide Services.** Contractor acknowledges

319 and agrees that the Town shall have the right to permit other Persons besides

320 Contractor to provide additional Solid Waste services not otherwise contemplated

321 under Section 2.05 and 2.06 of this Agreement if Contractor and the Town cannot

322 agree on terms and conditions of such services in one hundred twenty (120) days

323 from the date when the Town first request a proposal from Contractor to perform

324 such services.

325

326 **2.08 Town's Right to Direct/ Ownership of Solid Waste.**

327 Once Solid Waste, Recyclable Materials and/or Organics is placed in Containers and

328 properly placed at the Collection location, ownership and the right to possession shall

329 transfer directly from the Waste Generator to Contractor by operation of this

330 Agreement. Contractor is hereby granted the right to retain, recycle, process, Dispose

331 of, and otherwise use such Solid Waste, Recyclable Materials or Organics, or any part

332 thereof, in any lawful fashion or for any lawful purpose desired by Contractor. This

333 right shall be subject to: 1) Contractor's obligation to meet both the Town's and AB

334 939's diversion goals; and, 2) the Town's right to direct Contractor to process Solid

335 Waste, Recyclable Materials or Organics at a particular licensed Facility or to Dispose

336 of Solid Waste, Recyclable Materials or Organics at a particular licensed Disposal Site,

337 if and only if the Town exercises such right by providing specific written direction to

338 Contractor. Subject to Article 6 and the other provisions of this Agreement, Contractor

339 shall have the right to retain any benefit resulting from its right to retain, recycle,

340 process, dispose of, or reuse the Solid Waste, Recyclable Materials or Organics, which

341 it Collects. Solid Waste, Recyclable Materials or Organics, or any part thereof, which

342 is disposed of at a Disposal Site, Transfer Station, Material Recovery Facility or other

343 Facilities shall become the property of the owner or operator of the Disposal Site(s)

344 once deposited at Facilities by Contractor. The Town may obtain ownership or

345 possession of Solid Waste, Recyclable Materials or Organics placed for Collection upon

346 written notice of its intent to do so; provided, however, nothing in this Agreement

347 shall be construed as giving rise to any inference that the Town has such ownership or
348 possession unless such written notice has been given to Contractor.
349

ARTICLE 3
FRANCHISE AND OTHER FEES

3.01 Franchise Fee Amount.

In consideration of the exclusive Franchise provided in Section 2.05 of this Agreement, Contractor shall pay to the Town the Franchise Fee in accordance with the schedule on Exhibit D. Payment shall be calculated as a percentage (%) of Gross Revenues Collected (or another amount as provided in Section 3.05) by the Contractor from services provided in the Service Area.

3.02 Intentionally Blank.

3.03 Other Fees.

The Town shall have the right to set Other Fees, as it deems necessary. Any such fees shall be reflected in the rates that Contractor is allowed to charge and collect from service recipients. The time and method of payment shall be set similar to Section 3.04 below.

3.04 Time and Method of Payment.

On or before the twentieth (20th) day after the end of each calendar quarter during the Term of this Agreement, Contractor shall remit to the Town the Franchise Fees, Vehicle Impact Fee, and Other Fees amount. Each quarterly remittance to the Town shall be accompanied by a statement detailing the basis for the Franchise Fee, Vehicle Impact Fee, and Other Fees calculation. If the Fees are not paid on or before the twentieth (20th) day after any calendar quarter, Contractor shall pay to the Town a late payment penalty in an amount equal to two percent (2%) of the amount owing for that quarter. Contractor shall pay an additional two percent (2%) owing on any unpaid balance for each following thirty (30) day period the fee remains unpaid. The late payment penalty amounts are not intended as interest on debt, but rather are intended as a predetermined penalty for failure to meet an obligation under this Agreement.

3.05 Adjustment to Fees.

The Town may adjust the amount of any fee annually. Such adjustment shall be reflected in the rates that Contractor is allowed to charge and Collect from service recipients.

**ARTICLE 4
DIRECT SERVICES**

4.01 General.

The work to be done by Contractor pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether or not enumerated elsewhere in the Agreement.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within the Service Area are provided reliable, courteous and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Article, whether or not such other aspects are enumerated elsewhere in the Agreement .

4.02 Solid Waste Collection.

A. Single-Family Dwellings Collection. For single-family dwelling service, Contractor shall Collect Solid Waste from the Contractor-provided Containers placed for Collection by the Waste Generator at the Curbside or in an approved other location, not less than once per week. Standard Collection service shall be once per week Curbside Collection unless another method is approved by the Town.

B. Commercial, Industrial, Institutional and Multi-Family Residential Complex Collection. For commercial, industrial, institutional and multi-family residential complex services, Contractor shall Collect Solid Waste from Contractor-provided Containers not less than once per week. Special consideration shall be given when determining the pick up area for Commercial, Industrial, Institutional, and/or Multi-Family Residential Complex accounts to ensure that the flow of traffic is not impeded and that it does not result in an aesthetic degradation of an area. The designated pick-up area, if disputed by service recipient or Contractor, shall be determined by the Town. Additionally, if in the Town's opinion the location of an existing pick up area is inappropriate, the Town may require the service recipient or Contractor to relocate the pick up area.

C. Town Facilities' Collection. Contractor shall Collect, transport and Dispose of all Solid Waste generated at public facilities according to the specified service levels identified in Exhibit B. Contractor shall make Collections from Containers Monday through Friday or on Saturdays following non-working holidays. Collections from

bins and debris boxes shall be scheduled at a time mutually agreed upon by Contractor and the Town.

At no cost to Town, Contractor shall provide to the Town, at Town's direction, additional Collections services to the Town entailing:

1. Collection of Solid Waste and Recyclable Materials from all public sidewalk litter or Recycling Containers;
2. Collection of Solid Waste, Recyclable Materials and Organics from Town's facilities and parks;
3. Collection of materials from Town related debris boxes as directed by the Town except for related disposal fees;
4. Collection of Solid Waste, Recyclable Materials and Organics at a maximum of four (4) annual Special Events (Johnny Appleseed Days, Gold Nugget Days, Chocolate Festival and one to be determined) designated by the Town; and,
5. Review of plans for land use or property developments with regard to Solid Waste service issues.

D. Permanent Containers/Debris Box Service. Contractor shall provide permanent /debris box Containers for the purpose of Collection of Solid Waste. Contractor shall deliver to and Collect debris boxes from the location identified by the service recipient. Containers shall be free of graffiti and in good repair. Containers shall be clearly marked and identifiable as belonging to Contractor. Special consideration shall be given when determining the pick up area for temporary Containers to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. The designated pick up area, if disputed by service recipient or Contractor, shall be determined by the Town. Additionally, if in the Town's opinion the location of an existing pick up area is inappropriate, the Town may require the service recipient or Contractor to relocate the pick up area.

4.03 Recyclable Materials Collection.

A. Commercial and Residential Recyclable Materials Collection. Contractor shall Collect and remove all Recyclable Materials placed in Recycling Containers at the designated Collection locations for Waste Generators at Single Family Dwellings, Commercial, and Multi-Family Residential Complex. It is understood that all Single-Family Residential Dwelling's Recyclable Materials Collection

service shall be provided at Curbside. Contractor shall work with Commercial and Residential service recipients to determine mutually acceptable Collection locations to both parties in the event inaccessibility to collection service vehicles exist.

Recyclable Materials Collection from Residential Waste Generators within the Service Area shall be weekly or bi-weekly, as determined by the Town and mutually agreed upon with an effective date by Contractor. Residential Recyclable Materials Collection shall be on the same day of the week as Solid Waste Collection service. The Collection day may change if prior written approval is received from the Town. Contractor shall notify Recycling service recipients, as is done for regular service, regarding holiday Collection schedules. At a minimum, Contractor shall collect: aluminum cans, glass bottles and jars, metal cans and narrow neck plastic containers (plastic 1 & 7), and newspaper, mixed paper (including but not limited to magazines, junk mail, brown paper bags, and white and colored paper), and corrugated cardboard. The Town reserves the right per Section 2.07 to direct Contractor to add to the list of materials to be collected and described above and to perform additional Residential Recycling services.

- B. Commercial Recyclable Materials Collection.** Contractor shall Collect Recyclable Materials from Commercial Premises as scheduled by Customer in a Contractor-provided Container at no additional cost in accordance with Public Resources Code Chapter 12.9 commencing with 42649.8 and Chapter 12.8 commencing with Section 42649. Contractor shall actively and regularly promote this program to ensure that all potential service recipients are aware of this service and shall offer reasonable assistance to help such potential service recipients participate. Collection shall be performed at a time mutually agreed upon by Contractor and the Waste Generator or Owner of the property. The Town reserves the right per Section 2.07 to direct Contractor to add to the list of materials to be collected as part of this program.

4.04 Organics SB1383 Program.

- A. Organics Collection.** Contractor shall Collect Organics from Residential and Commercial Waste Generators within the Town's Service Area weekly as determined by the Town in Exhibit H and mutually agreed upon with an effective date by both the Town and Contractor. Organics Collection shall be on the same day as the Collection of Solid Waste. The Collection day may change if prior written approval is received from the Town. Contractor will notify service recipients at least two (2) weeks in advance of any scheduled Organics and Recycling Collection day change(s), including those required due to route changes and holidays such as Labor Day, Thanksgiving, Christmas, and New Year's Day.

All Organics must fit safely within a standard Organics Container provided by Contractor. As part of its educational activities specified in Section 5.04, Contractor

shall instruct residents as to any necessary preparation of Organics, such as the cutting of large items, and the appropriate use and placement of Organics Containers.

- B. End Uses for Organics.** Contractor agrees to develop, implement, operate, and participate (locally and regionally) in mulching, composting, land application, alternative daily cover, or other programs necessary to achieve the Town's Organics diversion requirements. In accordance with Section 2.07.A, the Town reserves the right to direct Contractor in the end use of Organics.

Contractor shall provide end uses for Organics that maximize diversion credits according to regulations established by CalRecycle. Also, Contractor shall make end products (compost or mulch) available to Town residents at a cost to residents to be determined by the Town and the cost of providing these products shall be an allowable operating expense. In addition to these uses of Organics, Contractor agrees to be aggressive in the pursuit of new cost-effective opportunities to divert Organics from Disposal and to maximize the distribution of Organics among approved diversion methods.

4.05 Materials Processing Operations.

- A. Construction/Demolition Debris Diversion Program.** Contractor shall identify and direct loads of Construction Debris and/or Demolition Debris and other selected debris box Containers containing recoverable materials to a Construction/Demolition Debris processing operation. The Construction Debris / Demolition Debris processing operation Contractor has designated shall be the C & D Facility owned by Northern Recycling in Yolo or Napa Counties, or as directed by Town. In accordance with Section 2.08, the Town reserves the right to direct Contractor to process Solid Waste, Recyclable Materials and/or Organics at a particular licensed Facility. Contractor agrees to process such loads for purposes of recovering Recyclable Materials. Contractor shall also provide the Town with an accounting of the total tons processed and recovered as part of its Construction/Demolition Debris processing operation as part of its annual reporting requirements. Any and all compensation due the Contractor for this service is provided for in the Solid Waste Collection Rate Schedule (Exhibit F).

- B. Material Recovery Facility Processing Capacity.** Contractor shall identify and direct targeted loads of Solid Waste and Recyclable Materials from within the Service Area to a Material Recovery Facility processing operation. The Material Recovery Facility Contractor has designated shall be the City of Napa MDF owned by the city of Napa. In accordance with Section 2.08, the Town reserves the right to direct Contractor to process Solid Waste, Recyclable Materials and/or Organics at a particular licensed Facility. Contractor agrees to process such loads for purposes of recovering Recyclable Materials. Contractor shall also provide the Town with an accounting of the total tons processed and recovered as part of its Material

Recovery Facility processing operation as part of its annual reporting requirements. Any and all compensation due the Contractor for this service is provided for in the Solid Waste Collection Rate Schedule (Exhibit F).

4.06 Collection Locations.

It is understood that all Solid Waste, Recyclable Materials and Organics Collection services shall be provided at Curbside, with the following exceptions:

- A.** On-property collection of Solid Waste, Residential Recyclable Materials, and Organics shall be provided by Contractor to residents who are physically unable to place the cart Curbside. Resident shall present to Contractor a medical waiver from a physician. Such medical waiver shall be updated annually and the Contractor will send a notice to the customer reminding them to get a new waiver. Information about this option shall be provided by the Contractor upon request. Contractor will notify all residents annually, beginning within thirty (30) days of effectiveness of this Agreement, of this Collection option and submit, for approval, a draft notification to the Town prior to distribution to service recipients. New service recipients shall be notified of this option upon requesting service.
- B.** Residents of Multi-Family Residential Complexes of two (2) to four (4) units will use the same Collection Containers as residents of Single Family Dwellings. Contractor shall Collect these Containers at Curbside. Residents of Multi-Family Residential Complexes of five (5) or more units may also use the same Containers as residents of Single Family Dwellings or may be provided with larger Containers such as bins, which shall be Collected in a central location reasonably accessible by Collection vehicles.

4.07 Failure to Collect.

- A. Solid Waste.** When Solid Waste is not Collected by Contractor from any service recipient, Contractor shall notify its service recipient in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.
- B. Recyclable Materials or Organics.** Contractor may choose not to Collect Recyclable Materials or Organics that contain ten percent (10%) by volume or greater of Solid Waste, subject to Contractor's best efforts to educate the public. Upon identification of Prohibited Container Contaminants in a Customer's Container Contractor shall place a written notice on each contaminated container or gate or door of the Premises; and send Customers a letter stating date and nature of Contamination and shall include a copy of the picture(s). The notice and letter shall be pre-approved by the Town. Notices and letters shall also include actions that may be taken by Customers to correct the identified problem and a telephone number to contact to arrange for Collection. Contractor shall Collect within twenty-

four (24) hours, once the reason or reasons for initial non-Collection are cured. Contractor shall provide a quarterly list of accounts receiving a Contamination notice to the Town for follow-up. Contractor shall charge for three or more Contamination incidents after Customer receives two written warnings for Contamination within one calendar year at a Contamination Processing Fee established by the Town.

4.08 Marketing of Recyclable Materials and Organics.

Contractor shall be responsible for delivering Recyclable Materials and Organics Collected pursuant to this Agreement to the Facilities for processing, marketing, sale, donation, or reuse of all such materials.

Contractor shall prepare, submit to the Town for approval, and maintain a marketing plan for all Recyclable Materials and Organics Collected by Contractor under this Agreement. The approved marketing plan for Recyclable Materials and Organics service shall be in place with the execution of this Agreement and at the time of beginning any expanded service. The marketing plan shall fully describe Contractor's marketing methods and approach, targeted primary and contingent markets, pricing policy, and assumed salvage value or cost for each Collected type of Recyclable Materials and Organics.

4.09 Cleanups

A. Annual Cleanups. The Town elects to have Contractor provide two non-MSW community-wide pre-scheduled cleanups per year during periods mutually established by Contractor and the Town.

B. Household Hazardous Waste, E-Waste, Oil, Universal Waste and Paint Collection. Contractor shall provide a Household Hazardous Waste facility within the Town to serve special events or set schedule once subscriptions reach Pre-November 2018 levels. Such a facility shall serve as a drop off site for E-Waste and Universal Waste and a Recycle center. The facility operating hours may be limited subject to the prior approval of the Town.

4.10 Operations.

A. Schedules. Except as provided in Paradise Municipal Code Section 9.18.250, residential Solid Waste, Residential Recyclable Materials and Organics shall be collected on weekdays between 6:00 AM and 6:00 PM. To preserve peace and quiet, no Solid Waste, Recyclable Materials, or Organics shall be Collected from or within two hundred (200) feet of Residential Premises between 6:00 P.M. and 6:00 A.M. on any day. Collection of Solid Waste and Recyclables from Commercial, industrial and institutional properties shall be scheduled subject to the prior approval of the Town.

Contractor shall review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials Collected under this Agreement with the Town or its representatives at least annually. The Town may require more frequent reviews if Contractor's operations are not satisfactorily performed based on documented observations or reports or Complaints. If the plan is determined to be inadequate by the Town, Contractor shall revise the plan incorporating any changes into a revised plan and review the revised plan with the Town within thirty (30) calendar days.

When notified of a missed pick-up, Contractor shall Collect the Solid Waste, Recyclable Materials or Organics on the same day, if possible, but in no case more than one (1) working day (24 hours) after receipt of notice.

B. Vehicles.

1. Specifications. All vehicles used by Contractor in providing Solid Waste, Recyclable Materials and Organics Collection services shall be registered with the California Department of Motor Vehicles. All such vehicles shall have bodies designed to prevent leakage, spillage and/or overflow.

2. Vehicle Identification. Contractor's name, local telephone number, and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 1/2) inches high. Contractor shall not place Town's name or Town's logo on Contractor vehicles. Vehicles used solely for the Collection of Recyclable Materials and Organics shall be labeled to indicate those are the Collected materials.

3. Cleaning and Maintenance.

a. Contractor shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean and operable condition at all times.

b. Vehicles used in the Collection of Solid Waste, Recyclable Materials and Organics shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. The Town may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to the Butte County Environmental Health Department for inspection, at any frequency it requests.

c. Contractor shall repaint or refurbish to the reasonable satisfaction of the Town all vehicles used in the Collection of Solid Waste, Recyclable

Materials and Organics within thirty (30) days' notice from the Town, if the Town determines that their appearance warrants painting.

d. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be removed from service and repaired. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to the Town upon request.

e. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.

f. Contractor shall furnish sufficient equipment to provide all service required under this Agreement, including back-up Collection vehicles. Contractor shall furnish within thirty (30) days of request to the Town, a written inventory of all equipment, including Collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all equipment by manufacturer, ID number, and date of acquisition, type, and capacity.

g. Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with all applicable zoning regulations.

4. Operation. Vehicles shall be operated in compliance with Federal, State and local laws and regulations, including but not limited to the California Vehicle Code, and all applicable safety laws and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

Contractor equipment used for Solid Waste, Recyclable Materials, and Organics services shall comply with the Town's ordinances or US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise and pollution emission levels of equipment used for Collection shall comply with the Town's ordinance.

745
746 **4.11 Containers.**

- 747
748 **A. Single Family Dwelling Solid Waste Containers.** At no additional cost,
749 Contractor shall offer wheeled carts to all Single Family Dwelling service recipients
750 in sizes compatible with the Town's variable can rate (35-, 65-, 95-gallons, or as
751 other sizes approved by Town.).

752
753 All Contractor-provided wheeled carts shall be constructed of heavy gauge plastic
754 with wheels and attached lids in sizes of 35-, 65-, and 95-gallons, or other sizes
755 approved by the Town. Contractor shall maintain all Contractor-provided
756 Containers in good repair.

- 757
758 **B. Commercial, Industrial, Institutional and Multi-Family Residential Complex**
759 **Solid Waste Containers.** Contractor shall offer wheeled 35-, 65-, and 95-gallon carts
760 (or other sizes approved by the Town) to all Commercial, Industrial and
761 Institutional Service Recipients and Multi-Family Residential Complex service
762 recipients receiving service of less than (1) cubic yard per week.

763
764 Contractor shall furnish Commercial, Industrial and Institutional Service
765 Recipients and Multi-Family Residential Complex service recipients receiving one
766 (1) cubic yard service or more with appropriate Containers to Collect Solid Waste
767 upon service recipient request. Containers with a capacity of one cubic yard or
768 more shall be available in standard sizes. The kind, size and number of Containers
769 furnished to particular service recipients shall be as determined mutually by the
770 service recipient and Contractor. All Containers with a capacity of one cubic yard
771 or more shall meet applicable regulations for Solid Waste bin safety and shall have
772 reflectorized markings. All Containers shall be maintained in good repair with
773 neatly and uniformly painted surfaces and shall prominently display the name and
774 telephone number of Contractor and the types of material accepted.

- 775
776 **C. Residential Recyclable Materials and Organics Containers.** Residential
777 service recipients shall place their Recyclable Materials in the Contractor-provided
778 Recycling Containers for collection by Contractor. Extra Containers shall be
779 provided to service recipients upon request.

780
781 Residents shall place their Organics in Contractor-provided 95- gallon Containers
782 for Collection by Contractor. Residence may request additional Containers with
783 additional fee per approved Collection Rates.

- 784
785 **D. Commercial Recyclable Materials and Organics Containers.** Contractor shall
786 furnish Commercial, Industrial and Institutional service recipients Containers for
787 the Collection of Recyclable Materials and Organics of a size appropriate to the
788 particular service recipient's needs and availability of space. Multiple sizes shall
789 be made available by Contractor.

790
791 **E. Delivery.** Appropriate Containers of a size requested by the service recipient as
792 described in this Section 4.11 shall be delivered to new service recipients, upon
793 request, within five (5) business days of the service recipient's request for service.
794 Contractor shall notify the Town if it fails to deliver Containers within five (5)
795 business days.

796
797 **F. Container Replacement.** The Town and Contractor acknowledge that from
798 time to time Contractor-provided Containers may be stolen or damaged. When
799 notified of such occurrence, Contractor shall replace the stolen or damaged
800 Container(s), at no charge to the service recipient, not more than one (1) time within
801 any twelve (12) month period. If the service recipient requests more than one (1)
802 replacement set of Containers per twelve (12) month period, the Contractor shall
803 make Containers available for purchase by the service recipient at a price not to
804 exceed the cost to Contractor of purchasing the Containers.
805

806 **4.12 Litter Abatement.**

807
808 **A. Minimization of Spills.** Contractor shall use due care to prevent Solid Waste
809 fluids from leaking being spilled and/or scattered during the Collection or
810 transportation process. If any material or fluids leak or are spilled during
811 Collection, Contractor shall promptly clean up all such materials. Each Collection
812 vehicle shall carry absorbent material, a broom and shovel at all times for this
813 purpose.
814

815 Contractor shall not transfer loads from one vehicle to another on any public street,
816 unless it is necessary to do so because of mechanical failure, accidental damage to
817 a vehicle, or a pre-approved method of Solid Waste transfer between vehicles,
818 without prior written approval by the Town.
819

820 **B. Clean Up.** During the Collection or transportation process, Contractor shall
821 clean up litter in the immediate vicinity of any storage area (including the areas
822 where Collection bins and debris boxes are delivered for Collection) whether or not
823 Contractor has caused the litter. Contractor shall discuss instances of repeated
824 spillage not caused by it directly with the Waste Generator responsible and will
825 report such instances to the Town. The Town will attempt to rectify such situations
826 with the Waste Generator if Contractor has already attempted to do so without
827 success.
828

829 **C. Covering of Loads.** Contractor shall properly cover all open debris boxes
830 during transport to the Disposal or Processing Site.
831

4.13 Personnel.

Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner in accordance with all applicable Federal, State and local laws and regulations. If additional personnel are required to meet the service standards of this Agreement, Contractor shall provide such additional personnel if approved in advance by the Town. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles and participate in periodic driver safety trainings.

Contractor also agrees to establish and vigorously enforce an educational program which will train Contractor's employees in the identification of Hazardous Waste. Contractor's employees shall not knowingly place such Hazardous Waste in the Collection vehicles, nor knowingly dispose of such Hazardous Wastes at the Processing Facility or Disposal Site.

Contractor shall train its employees in courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures including, but not limited to, transfer, discipline or termination. If the Town has notified Contractor of a Complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process. Contractor shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

Applicants, for employment with Contractor, shall be subject to the following criteria:

- a. Applicants shall be fit for duty
- b. Applicants shall pass Contractor's drug tests
- c. Applicant's driving records obtained from DMV shall meet Contractor's requirements (drivers).

Contractor shall also provide comparable salary and benefits to such employees with pre-existing medical conditions.

4.14 Identification Required.

Contractor shall provide its employees and subcontractors with identification for all individuals who may make personal contact with residents or businesses in the Service Area. The Town may require Contractor to notify service recipients yearly of the form of said identification. Contractor shall provide a list of current employees, and subcontractors to the Town upon request.

4.15 Fees and Gratuities.

Contractor shall not, nor shall it permit any agent, employee, or subcontractors employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for services or the Collection, transportation, Recycling, Processing, and /or Disposal of Solid Waste, Recyclable Materials and Organics, otherwise required under this Agreement.

4.16 Non-Discrimination.

Contractor shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, sexual orientation, physical or mental disability or medical condition in violation of any applicable Federal or State law.

4.17 Change in Collection Schedule.

Contractor shall notify the Town thirty (30) days prior to, and Residential service recipients not later than fourteen (14) days prior to, any change in Residential Collection operations which results in a change in the day on which Solid Waste, Recyclable Materials, and Organics Collection occurs. Contractor shall not permit any service recipient to go more than seven (7) days without service in connection with a Collection schedule change.

4.18 Report of Accumulation of Solid Waste; Unauthorized Dumping.

Contractor shall direct its drivers to note (1) the addresses of any service recipients at which they observe that Solid Waste is accumulating and is not being delivered for Collection; and (2) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to the Town within five (5) working days of such observation.

4.19 Contingency Plan.

Contractor shall submit to the Town on or before the Effective Date of the Agreement, a written contingency plan demonstrating Contractor's arrangements to provide vehicles and personnel and to maintain uninterrupted service during breakdowns, and in case of natural disaster or other emergency, including the events described in Section 11.04.

4.20 Collection Routes.

Routes over which Contractor's vehicles travel to effect the Collection and transport of Solid Waste, Recyclable Materials and Organics shall be selected to minimize damage to Service Area and private streets, inconvenience and disturbance to the public and shall be subject to the approval of the Town. Contractor shall use due care to obey all traffic laws and prevent materials being transported from being spilled or scattered during transport. If any materials are spilled within the Service Area, Contractor shall immediately clean up all spilled materials, whether on private or public property.

4.21 Transportation of Solid Waste.

Contractor shall transport and deliver all Solid Waste to the Neal Road Landfill.

4.22 Transportation of Recyclable Materials and Organics.

Contractor shall Collect, transport and deliver (or arrange for the transportation and delivery of) all Recyclable Materials and Organics to a purchaser, a licensed Material Recovery Facility, licensed Processing Facility, or a Person who will use the materials in a process or product and will not dispose of them in a landfill. The Processing Facility Contractor has designated shall be the City of Napa MDF in Napa Ca, owned by the City of Napa or Northern Recycling Organics and C&D processing at Yolo County facility. In accordance with Section 2.08, the Town reserves the right to direct the Contractor to process Recyclable Materials and/or Organics at a particular licensed Facility.

4.23 Processing of Solid Waste.

The Town, upon prior written notice to Contractor, reserves the right, prior to Disposal, to direct portions of the Solid Waste stream Collected under this Agreement to a Material Recovery Facility or Processing Facility for separation, reuse, and Recycling of any Recyclable Materials or Organics contained therein. The Contractor agrees to assist the Town by identifying loads suitable for processing in the Material Recovery Facility. The Material Recovery Facility Contractor has designated shall be the City of Napa MDF owned by the City of Napa or Northern Recycling Organics and C&D processing at Yolo County facility. In accordance with Section 2.08, the Town reserves the right to direct the Contractor to process Solid Waste, Recyclable Materials and/or Organics at a particular licensed Facility.

4.24 Disposition of Solid Waste.

Contractor shall Dispose of all Solid Waste, Collected under this Agreement, at the designated Disposal Site. The Disposal Site Contractor as designated shall be the Neal Road Landfill owned by Butte County. In accordance with Section 2.08 the Town reserves the right to direct Contractor to Dispose Solid Waste at another particular licensed Disposal Site.

4.25 Service Exceptions; Hazardous Waste Notifications.

- 962 **A. Hazardous Waste Inspection and Reporting.** Contractor reserves the right and
963 has the duty under law to inspect Solid Waste, Recyclable Materials and Organics
964 put out for Collection and to reject Solid Waste, Recyclable Materials and Organics
965 observed to be contaminated with Hazardous Waste and the right not to Collect
966 Hazardous Waste put out with Solid Waste, Recyclable Materials and Organics.
967 Contractor shall notify all applicable agencies, if appropriate, including the
968 California Department of Toxic Substances Control and local emergency response
969 providers and the National Response Center of reportable quantities of Hazardous
970 Waste, found or observed in Solid Waste, Recyclable Materials and Organics
971 anywhere within the Service Area. In addition to other required notifications, if
972 Contractor observes any substances which it or its employees reasonably believe
973 or suspect to contain Hazardous Wastes unlawfully Disposed of or released on any
974 of the Town's property, including storm drains, streets or other public rights of
975 way, Contractor shall immediately notify the Town.
976
- 977 **B. Hazardous Waste Diversion Records.** Contractor shall maintain records
978 showing the types and quantities, if any, of Hazardous Waste found in Solid Waste,
979 Recyclable Materials and Organics and which was inadvertently Collected from
980 service recipients within the Service Area but diverted from landfilling.
981
982
983

**ARTICLE 5
OTHER SERVICES**

5.01 Local Office and Truck Yard.

Contractor shall operate its local/regional office within the Town limits. Office hours shall be, at a minimum, from 8:00 A.M. to 4:00 P.M., Monday through Friday, exclusive of holidays. Responsible and qualified representatives (customer service representatives, office manager, etc) of Contractor shall be available during office hours for communication with the public at the local office. Normal office hour telephone numbers shall be a local call directed to the local office. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Contractor shall also maintain a local or toll free telephone number for use during other than normal business hours. Contractor shall have a representative, answering or message providing/receiving (voice-mail) service available at said after-hours telephone number. Contractor's telephone system shall be able to track customer hold times and the number of calls received on a daily basis by each customer service representative.

Contractor shall locate its truck yard for purposes of parking and maintenance within the Town limits or shall obtain approval from the Town to locate the truck yard outside the Town limits. The Town's approval shall not be reasonably withheld.

Contractor shall locate E-waste and Recycle Center as well as its customer service and office within the Town limits.

5.02 Service Notice and Service Recipient Billing

A. Service Notice. Contractor shall periodically prepare and distribute, a notice to each service recipient entitled or mandated to receive service under this Agreement listing Contractor's standard service rates, rates for other services, annual holiday schedule, and a general summary of services required under this Agreement to be provided service recipients. Such notice shall be in form subject to the Town's approval prior to its distribution and may be included with Billings made by Contractor.

B. Billing. Contractor shall prepare, mail and collect bills (or shall issue written receipts for cash payments) from persons receiving Collection, Disposal, and Processing services. Billing shall be performed quarterly for each Residential account. Bills shall be mailed in advance of the provision of service but no more than one (1) month in advance. The Town shall have the right to revise the billing format (size, font, frequency, etc.) and to itemize certain charges and to review the Billing procedures. The Town may also direct Contractor to insert mailers relating to service with the Billings. The mailers must fit in standard envelopes and not

increase the required postage. Contractor also agrees to insert with the Billings, at the Town's expense for the incremental cost, mailers describing activities of the Town. The Town will provide not less than thirty (30) days notice to Contractor prior to the mailing date of any proposed mailing to permit Contractor to make appropriate arrangements for inclusion of the Town's materials. The Town will provide Contractor the mailers at least thirty (30) days prior to the mailing date. All Contractor generated mailers must be approved in advance by the Town with the exception of Contractor's quarterly newsletter.

Contractor shall maintain, for inspection by the Town, copies of said Billings and receipts, in chronological order, for a period of three (3) years after the date of service. Contractor may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

The Town shall establish, through execution of this Agreement, the initial rates for the types of service provided as shown in Exhibit F. Contractor shall bill and Collect at those rates. Service recipients will be considered delinquent sixty (60) days after start of the quarter in which the services are provided. Contractor may discontinue service to any account, if payment is not received by Contractor within thirty (30) days after the end of the quarter in which the bill was issued. Contractor must provide all accounts with written notice of its intent to discontinue service at least thirty (30) days prior to such discontinuance.

Contractor agrees to offer residential customers a Service Suspension for a minimum of four weeks up to six months. Contractor may establish a minimum charge subject to the approval of the Town. Each Single Family Dwelling shall be allowed two Service Suspensions per calendar year for a maximum of six months.

C. Contractor as Billing Agent. Contractor shall act as Billing agent on behalf of the Town. Revenues collected on behalf of the Town shall be handled as described in Article 3 of this Agreement.

D. Review of Billings. Contractor shall review its Billings to service recipients under Section 5.02.B. The purpose of the review is to determine that the amount which Contractor is billing each service recipient is correct in terms of the level of service (i.e., frequency of Collection, size of container, location of container) being provided to such service recipient by Contractor. Contractor shall review service recipient accounts not less than every other year, unless the Town shall direct Contractor to do so annually, and submit to the Town a written report of that review annually on the anniversary of the effective day of this Agreement. The intent of this Section 502.D is for the Town to receive reports on an annual basis which will cover the entire list of service recipients every other year. The scope of the review and the reviewer's work plan shall be submitted to the Town for approval no later than six (6) months before the submission of the first report.

1073
1074 **5.03 Service Recipient Complaint Resolution.**
1075

- 1076 **A. Complaint Documentation.** All service Complaints shall be directed to
1077 Contractor. Daily logs of Complaints concerning Collection of Solid Waste,
1078 Recyclable Materials, and Organics shall be retained for a minimum of thirty-six
1079 (36) months and shall be available to the Town at all times upon twenty-four (24)
1080 hour notice.
1081

1082 Contractor shall log all Complaints received by telephone and said log shall include
1083 the date and time the Complaint was received, name, address and telephone
1084 number of caller, description of Complaint, employee recording Complaint and the
1085 action taken by Contractor to respond to and remedy Complaint.
1086

1087 All Complaints and inquiries shall be date-stamped when received and shall be
1088 initially responded to within one (1) business day of receipt. Contractor shall log
1089 action taken by Contractor to respond to and remedy the Complaint.
1090

1091 All service records and logs kept by Contractor shall be made available to the Town
1092 upon request and at no cost to the Town. The Town shall, at any time during
1093 regular Contractor business hours, have access to Contractor's Facilities, records
1094 and personnel for purposes that may include monitoring the quality of service or
1095 researching Complaints.
1096

1097 **B. Resolution of Complaints.**
1098

- 1099 **1. Scope.** The provisions of this Section 5.03.B.1 shall govern the procedure for
1100 reviewing Complaints. The provisions of this Section are not exclusive, are
1101 cumulative, and are in addition to any and all other remedies which may
1102 accrue to the Town as a result of Contractor's performance or failure to
1103 perform its duties and obligations, express or implied, hereunder, or
1104 otherwise as a result of Contractor's actions in violation of this Agreement.
1105

1106 Nothing in this Section 5.03.B is intended to affect the remedies of third
1107 parties against Contractor; nor will the imposition of service recipient
1108 charges prevent the imposition of liquidated damages by the Town
1109 pursuant to Section 11.03.
1110

- 1111 **2. Town Manager's Review.** All Complaints received or initiated by the Town
1112 shall be reviewed by the Town Manager who shall provide copies thereof to
1113 Contractor. The Town Manager shall review each Complaint to determine
1114 whether the Complaint can be resolved informally, or whether the formal
1115 action hereunder is warranted. If the Town Manager determines that formal
1116 action is warranted, he or she shall give written notice to Contractor and all

interested parties of a hearing to be held by the Town Manager on each such Complaint not less than ten (10) days from the date of said notice.

At the Town Manager's hearing on the Complaint, Contractor may present its response thereto, including, but not necessarily limited to, a written response including supporting documents. Within ten (10) days following the hearing, the Town Manager shall make a determination upon the Complaint. The hearing conducted by the Town Manager shall be informal, and rules of evidence shall not apply, but the Town Manager may hear and consider such relevant statements, documents, or other materials as he or she shall determine appropriate under the circumstances.

If the Town Manager determines that Contractor has violated, or is in continuing violation of, its duties and obligations under this Agreement, or otherwise in violation of any of the provisions hereof, the Town Manager may issue a Compliance Order to Contractor. In all cases in which the Town Manager determines that the appropriate remedy should be termination or payment of compensatory damages, the Complaint shall be heard by the Town Council. If the Town Manager orders that the Complaint shall be heard by the Town Council, he or she shall prepare a written report to the Town Council which shall state his or her findings, the basis therefore, and a recommended action.

- 3. Town's Solid Waste Committee and Town Council Review.** Contractor may appeal a Compliance Order issued by the Town Manager to the Town's Solid Waste Committee by filing a notice of appeal with the Clerk of the Town Council within ten (10) days of the date of the Town Manager's Compliance Order. The Clerk of the Town Council shall set the matter for hearing by the Town's Solid Waste Committee within thirty (30) days of receipt of the notice of appeal unless Contractor consents to an extension of the time for the hearing.

At its appeal hearing the Town's Solid Waste Committee shall consider the Complaint. If a Complaint is based upon the manner or quality of Contractor's service to service recipients or members of the public, the hearing shall be a public hearing. If a Complaint is based upon a violation of the standards and procedures implemented under this Agreement, the hearing may, but shall not necessarily, be a public hearing, as the Town Manager shall determine.

If, upon conclusion of the hearing and consideration of any advisory findings of fact, the Town's Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, any of its duties and obligations, either express or implied, under this Agreement, the Solid Waste Committee may uphold a Compliance Order and/or make a

recommendation to the Town Council to issue a Termination Order for violations described in Section 11.01 C, E, F, I, J or K, or Order for Payment of Compensatory Damages, as it deems appropriate. The Town's Solid Waste Committee's decision shall be the final administrative determination and shall be supported by written findings.

4. Remedies.

- a. **Named.** Remedies available to the Town pursuant to this Article include the issuance of a Compliance Order, Termination Order, or Order for Payment of Compensatory Damages, which terms are defined and described hereinafter. Such Orders may be issued subject to such terms and conditions as the Town Manager (in the case of Compliance Orders) and the Town's Solid Waste Committee (in the case of all such Orders issued by it) shall deem appropriate.
- b. **Compliance Order.** A Compliance Order may be issued by the Town Manager or the Town's Solid Waste Committee upon a determination that Contractor has violated, or is in continuing violation of, any of its duties or obligations, either express or implied, under this Agreement, and shall direct Contractor forthwith to cease such violation, and may specify, if appropriate, the time within which such violation shall be remedied, and otherwise establish terms and conditions governing compliance there under.
- c. **Termination Order.** If the Town's Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, Section 11.01 C, E, F, I, J or K under this Agreement, the Town Council may order termination of this Agreement. Such Termination Order shall be effective not less than thirty (30) days from the date of the Termination Order. Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the effective date of termination.
- d. **Order for Payment of Compensatory Damages.** If the Town's Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, any of its duties or obligations, either express or implied, under this Agreement, which has caused loss of revenues to the Town, or caused the Town to incur unnecessary costs or has caused loss or damages to any Person, it may order Contractor to pay compensatory damages therefore to the Town, or to the Person so damaged.

- 1206 C. **Government Liaison.** Contractor shall designate in writing a "Government
1207 Liaison" who shall be responsible for working with the Town Manager and/or the
1208 Town Manager's designated representative(s) to resolve service recipient
1209 complaints.
1210

1211 **5.04 Education and Public Awareness.**
1212

- 1213 A. **General.** Contractor acknowledges and agrees that education and public
1214 awareness are critical, key, and essential elements of any efforts to achieve
1215 diversion and effectively manage Solid and Hazardous Waste. Accordingly,
1216 Contractor agrees to take direction from the Town to explore opportunities to
1217 expand public and service recipient knowledge concerning needs and methods to
1218 reduce, reuse, and recycle Solid Waste, and to cooperate fully with the Town in this
1219 regard. Contractor's public education plan is included as Exhibit C.
1220

1221 Contractor shall perform all of the public education activities related to the
1222 transition to new services, as described in Exhibit C and Exhibit H. These education
1223 activities shall include, but not be limited to: mailings prior to the start of service,
1224 flyers handed out, follow-up mailings or hand-outs related to the new services,
1225 commercial advertising, and the mailing and hand-outs of The Town's newsletters
1226 upon request.
1227

- 1228 B. **Content Approval.** Contractor shall make available to the Town, and the Town
1229 shall approve prior to its use, all public educational materials used by Contractor.
1230 At a minimum, Contractor materials will describe the specific types of Recyclable
1231 Materials and Organics, explain how to prepare materials for Collection, and
1232 explain how, where, and when to set out Containers for Collection.
1233

1234 All public educational materials shall be printed on or manufactured from recycled
1235 materials and contain the highest practical level of post-consumer content.
1236 Contractor's primary educational materials shall be available in English.
1237 Contractor may produce materials in additional languages for which there is a
1238 demand. Newsletters are to be posted on the Contractors website for minimum of
1239 previous four (4) publications.
1240

- 1241 C. **Community Events.** At the direction of the Town, Contractor shall participate
1242 in and promote diversion techniques at community events and local activities. Such
1243 participation would normally include providing, without cost, educational and
1244 publicity information promoting the goals of the Town's waste reduction and
1245 recycling programs.
1246

- 1247 D. **Notification to New Service Recipients.** Immediately upon request for new
1248 service, Contractor shall notify the new service recipients of the Recyclable
1249 Materials and Organics Collection services offered by Contractor. At the Town's
1250 request, such notification shall be available in languages other than English.

1251
1252 **5.05 Waste Generation/Characterization Studies.**

1253 Contractor will conduct annual waste characterization studies as required by SB 1383.

1254
1255 A. **Methodology.** The study shall include samples from each waste stream (MSW,
1256 Recyclables, and Organic Materials) to determine the ratio of Prohibited
1257 Container Contaminants, the Contractor shall use the following protocol:

- 1258
1259 1. The Contractor shall take one sample of at least two hundred (200)
1260 pounds from the material collected from each material stream. For
1261 example, Contractor shall take a two hundred (200) pound sample taken
1262 from the combined contents of the Organic Materials Container samples.
1263
1264 2. The two hundred (200) pound sample shall be randomly selected from
1265 different areas of the pile of collected material for that material stream.
1266
1267 3. For each two hundred (200) pound sample, the Contractor shall remove
1268 any Prohibited Container Contaminants and determine the weight of
1269 Prohibited Container Contaminants.
1270
1271 4. The Contractor shall determine the ratio of Prohibited Container
1272 Contaminants in the sample by dividing the total weight of Prohibited
1273 Container Contaminants by the total weight of the sample.
1274
1275 5. All weights shall be recorded in pounds.

1276
1277 B. **Recordkeeping and Reporting.** Contractor shall maintain records of each study
1278 conducted and report results directly to the Town within fourteen (14) days of
1279 completing the study as well as include the results in the Contractor's annual
1280 report.
1281

1282 **5.06 Annual Route Reviews**

1283 A. **Methodology.** At least once annually, beginning in 2024, Contractor shall
1284 conduct a route review for each of its routes in compliance with the
1285 requirements of 14 CCR section 18984.5(b). The number of Containers to review
1286 per route shall be calculated on the basis of the number of Customers on a
1287 specific route for one week. For each route review, Contractor shall inspect at
1288 least the minimum number of Containers set forth in 1. thru 4. below, but may
1289 inspect more if Contractor deems necessary. Each inspection shall involve
1290 lifting the Container lid and observing the contents but shall not require
1291 Contractor to disturb the contents or open any bags. If Contractor observes
1292 Contamination, Contractor shall follow the provisions outlined in Exhibit H.
1293 Contractor may select the Containers to be inspected at random, or (if mutually
1294 agreed with the Town), by any other method not prohibited under the SB 1383

regulations. Contractor will also collect photographic documentation during route reviews. For the avoidance of doubt, Contractor shall not be required to annually inspect every Container on a route. Contractor shall include the results of each route review in its next regularly scheduled report to the Town as required by Exhibit H.

1. For weekly routes with less than one thousand five hundred (1,500) Generators, the Contractor shall sample a minimum of twenty-five (25) Containers;
2. For weekly routes with one thousand five hundred to three thousand nine hundred ninety-nine (1,500-3,999) Generators, the Contractor shall sample a minimum of thirty (30) Containers;
3. For weekly routes with four thousand to six thousand nine hundred ninety-nine (4,000-6,999) Generators, the Contractor shall sample a minimum of thirty-five (35) Containers; and,
4. For weekly routes with seven thousand (7,000) or more Generators, the Contractor shall sample a minimum of forty (40) Containers.

B. **Contamination Notification.** Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer with a notice of Contamination as stated Exhibit H.

5.07 Local Purchases

Contractor shall purchase, at a minimum, the following supplies and services within the Town limits if they are available within the Town limits:

- a. Vehicle supplies(fuel, tires, service parts, etc)
- b. Office and facility supplies
- c. Printing/publishing
- d. Uniforms
- e. Banking
- f. Insurance

5.08 Green Waste / Yard Waste Collection Transfer Station

Contractor shall operate and manage the Town's Green Waste Collection Transfer Station if requested by the Town. Contractor agrees to operate the facility at the current established gate rate or at a rate approved and agreed upon by the Town Manager. Gate rates in subsequent years may be determined for adjustment by the Town Manager based upon an annual review of operations costs factors such as, but not limited to, current market for biomass fuels, Neal Road Landfill gate fees, CPI index, etc. The Town agrees to indemnify and hold harmless Contractor for past

1338 environmental liabilities and clean-up costs associated with known contamination at
1339 the facility.
1340
1341

**ARTICLE 6
CONTRACTOR'S RATES**

6.01 General.

A. Rate Resolution. The Town shall establish, by execution of this Agreement, the maximum rates for the services provided by the Contractor. The Town shall have the right to structure the rates as it deems appropriate provided revenues paid to the Contractor from charging such rate can be expected to generate sufficient revenues to provide for Contractor's Compensation as described herein.

B. Contractor's Compensation. The intent and goal of this Agreement is to provide the Contractor total compensation equal to the Pass-Through Costs plus the Operating Ratio Quotient with the Operating Ratio Quotient comprised of all Operating Expenses divided by the Operating Ratio. In furtherance of the foregoing, for each Fiscal Year of this Agreement the Town shall reasonably ensure that during each year of this Agreement the Gross Revenues collected by Contractor equal or exceed the Revenue Requirement. In the event that there exists a Cumulative Revenue Shortfall arising out of one or more years of operation then the rate shall be adjusted in order that the projected Cumulative Revenue Shortfall is reduced to zero over a period of not more than ten years. In the event that there exists a Cumulative Revenue Overage then the rate shall be downwardly adjusted in order to equalize the Revenue Requirement and the Gross Revenues Collected. Exhibit E hereto includes details with respect to annual rate adjustments and adjustments to the rate based on the Operating Ratio.

6.02 Initial Rates.

Solid Waste, Recyclable Materials and Organics. Contractor's rates for the first Rate Year (July 1, 2024 through June 30, 2025) shall equal those initial rates as set forth in Exhibit E. The revenue from such rates shall be the complete compensation due the Contractor for the services performed by the Contractor for the first Rate Year of this Agreement.

6.03 Subsequent Rates for Fiscal Rate Years.

A. General. For each Rate Year beginning July 1, 2025, and continuing each year thereafter, rates shall be adjusted as described below. For purposes of this calculation, rates shall be composed of three (3) components: a monthly Collection Rate, a monthly Disposal Rate, and a Franchise Fee.

1386 **B. Monthly Collection Rate Adjustment.** The monthly Solid Waste, Recycling,
1387 and Yard Waste Collection Rates shall be adjusted upward or downward in order
1388 to ensure that, during each Rate Year, the Contractor will receive payments totaling
1389 the Revenue Requirement (as further described in Exhibit E). Notwithstanding the
1390 foregoing, in no event shall rates be increased more than the following percentages
1391 during the term of this Agreement (calculated on a year-over-year basis):
1392

1393 2024 through 2027 – 8% per annum
1394 2028 through 2032 – 5% per annum
1395 2033 through 2040 – 2.5% per annum
1396

1397 **C. Monthly Disposal Rate Adjustment.** The monthly Disposal Rate shall be
1398 adjusted based upon the percentage change in the gate rate at the Designated
1399 Disposal Site.
1400

1401 **D. Franchise and Other Fee Adjustment.** The Franchise Fee component shall be
1402 calculated by adding the monthly Collection Rate and the monthly Disposal Rate
1403 and multiplying the resulting total by the Franchise Fee enumerated in Exhibit D.
1404 The Other Fee component is composed of charges for the Vehicle Impact Fee and
1405 other miscellaneous fees, as determined by the Town.
1406

1407 **E. Contractor's Notice of Rate.** On or before June 1 of each rate year the Contractor
1408 shall provide the Town with written notice calculating any adjustments to be made
1409 effective for the following Rate Year beginning July 1 (the “**Notice of Rate**
1410 **Adjustment**”). The Notice of Rate Adjustment shall calculate the monthly
1411 Collection Rate, the monthly Disposal Rate, and the Franchise Fee for the Rate Year
1412 beginning July 1 following the Notice of Rate Adjustment and shall be calculated
1413 based on the Contractor’s audited financials for the year ending December 31 of
1414 the immediately prior calendar year. Following the delivery of a Notice of Rate
1415 Adjustment the Town shall have thirty (30) days to make objection to the Notice of
1416 Rate Adjustment which objection shall be limited to errors in calculation, errors in
1417 assumptions or any misrepresentation contained in the Notice of Rate Adjustment.
1418 If no objection to a Notice of Rate Adjustment is made by the Town within thirty
1419 (30) days of receipt, then the rate adjustments contained in the Notice of Rate
1420 Adjustment shall be deemed effective as of the July 1 following the Notice of Rate
1421 Adjustment. In the event the Town makes a written objection to a Notice of Rate
1422 Adjustment then any such objections shall be resolved forthwith between the
1423 parties and, if no resolution is agreed, then by dispute resolution pursuant to the
1424 terms of Section 12.22.
1425
1426
1427

ARTICLE 7
REVIEW OF SERVICES AND PERFORMANCE

7.01 Performance Hearing.

The Town may hold a public hearing on or about the first anniversary date of this Agreement and on or about each subsequent anniversary, at which time Contractor shall be present and shall participate, to review its services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, waste reduction, Recycling, Organics diversion, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, waste reduction and diversion system; and to ensure services are being provided with adequate quality, effectiveness and economy.

Within forty-five (45) days after receiving notice from the Town of a Solid Waste performance review hearing, Contractor shall, at a minimum, submit a report to the Town indicating changes recommended and/or new services to improve the Town's ability to meet the Town's waste reduction and recycling obligations and goals and to contain costs and minimize impacts on rates.

The reports required by this Agreement regarding service recipient Complaints shall be used as one basis for review. Contractor may submit other relevant performance information and reports for consideration. The Town may request Contractor to submit specific information for the hearing. In addition, any service recipient may submit comments or Complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Solid Waste performance hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, service recipient Complaints, amendments to this Agreement, developments in the applicable laws and regulations, new initiatives for meeting or exceeding waste reduction and recycling goals, regulatory constraints and Contractor performance. The Town and Contractor may each select additional topics for discussion at any performance review hearing.

Not later than sixty (60) days after the conclusion of each performance hearing, the Town may issue a report. As a result of the review, the Town may require Contractor to provide expanded or new services within a reasonable time and for reasonable rates and compensation and the Town may direct Contractor to take corrective actions for any performance inadequacies.

7.02 Annual Diversion Program Review.

Beginning on the Effective Date of the Agreement, and then on an annual basis thereafter, Contractor shall meet with the Town to describe the progress of each active diversion program. Contractor should document the results of the programs on a

1472 monthly basis, including at a minimum the tonnage diverted by material type, the end
1473 use or processor of the diverted materials and the cost per ton for transporting and
1474 processing each type of material and other such information requested by the Town
1475 or any other government entity as may be necessary to evaluate the performance of
1476 each program.
1477

1478 At each annual meeting, the Town and Contractor shall have the opportunity to revise
1479 a program based on mutually agreed upon terms. The Town shall have the right to
1480 terminate a program if in its sole discretion, the Contractor is not cost effectively
1481 achieving the program's goals and objectives. Prior to such termination, the Town
1482 shall meet and confer with the Contractor for a period of up to 90 days to resolve the
1483 Town's concerns. Thereafter, the Town may utilize a third party to perform these
1484 services if the Town reasonably believes the third party can improve on Contractor's
1485 performance and/or cost. Notwithstanding these changes, Contractor shall continue
1486 the program during the meet and confer period and, thereafter, until the third party
1487 takes over the program.
1488
1489

ARTICLE 8
RECORDS, REPORTS AND INFORMATION REQUIREMENTS

8.01 General.

Contractor shall conduct data collection, information and record keeping, and reporting activities needed to comply with and to meet the reporting and Solid Waste program management needs of the Town (including AB939) and other Federal and State and local laws and regulations and the requirements of this Agreement. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define what the records and reports are to be and their content. Further, with the written direction or approval of Town, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency. Records and reporting may be revised to reflect current record keeping and reporting.

8.02 Records.

A. General. In order to administer this Agreement it is necessary for Contractor to maintain accurate, detailed financial and operational information in a consistent format and to make such information available to the Town in a timely fashion. Contractor shall maintain records required to conduct its operations, to support requests it may make to the Town, and to respond to requests from the Town in the conduct of Town's business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years after the expiration of this Agreement.

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to the Town and its official representatives during normal business hours.

B. Inspection and Retention of Records.

1. Contractor's Accounting Records. Contractor shall maintain accurate and complete accounting records containing the underlying financial and operating data relating to and showing the basis for computation of all costs associated with providing services under this Agreement. The accounting records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied.

1531 **2. Inspection of Records.** The Town, and/or agents selected by the Town,
1532 shall have the right, during regular business hours, to conduct
1533 unannounced on-site inspections of the records and accounting systems of
1534 Contractor and to make copies of any documents relevant to this
1535 Agreement.

1536 **3. Retention of Records.** Unless otherwise herein required, Contractor shall
1537 retain all records and data required to be maintained by this Agreement
1538 for at least five (5) years.

1539
1540 Records and data required to be maintained that are specifically directed to
1541 be retained shall be retrieved by Contractor and made available to the Town.
1542

1543 Records and data required to be maintained that are not specifically directed
1544 to be retained that are, in the sole opinion of the Town, material to
1545 establishing rates or to a determination of the Contractor's performance
1546 under this Agreement, shall be retrieved by Contractor and made available
1547 to the Town.
1548

1549 Records and data required to be maintained that are not specifically directed
1550 to be retained and that are not material to establishing rates and/or not
1551 required for the determination of the Contractor's performance do not need
1552 to be retrieved by Contractor. In such a case, however, the Town may make
1553 reasonable assumptions regarding what information is contained in such
1554 records and data, and such assumption shall be conclusive in whatever
1555 action the Town takes.
1556

1557 **4. Delivery of Financial Statements, Auditors' Reports.** Financial statements
1558 shall show Contractor's results of operations on a combined basis for the
1559 Town, including the specific revenues and expenses in connection with the
1560 operations provided for in this Agreement and others included in such
1561 financials statements. The financial statements shall be prepared in
1562 accordance with Generally Accepted Accounting Principles (GAAP). The
1563 financial statements shall be prepared by the Contractor and marked
1564 "unaudited". Such statements should include a certification by the
1565 Contractor's Chief Financial Officer. The financial statements for Rate
1566 Years shall have been examined by and shall be accompanied by the report
1567 of an independent certified public accountant (CPA) licensed (in good
1568 standing) to practice public accounting in the State of California as
1569 determined by the State of California Consumer Affairs Board of

1570 Accountancy. Such accountant's representation shall include that it has
1571 examined the Contractor's financial statements in accordance with
1572 Generally Accepted Auditing Standards (GAAS) and the accountant's
1573 opinion that such statements have been prepared in accordance with
1574 Generally Accepted Accounting Principles (GAAP) consistently applied
1575 and fairly reflect the results of operations and Contractor's financial
1576 condition.

1577
1578 **C. Solid Waste Records.** Records shall be maintained and made available to the
1579 Town within 24 hours of written request relating to:

- 1580 1. Service recipient services and billing;
- 1581 2. Character, weight and volume of Solid Waste by type (e.g., Solid Waste,
1582 Recyclable Materials, and Organics) and line of business (can/cart service,
1583 bin service, roll-off service, compactor service) especially as related to
1584 reducing and diverting Solid Waste.
- 1585 3. Routes;
- 1586 4. Facilities, equipment and personnel used;
- 1587 5. Facilities and equipment operations, maintenance and repair;
- 1588 6. Processing and Disposal of Solid Waste;
- 1589 7. Types and quantities of Hazardous Waste inadvertently Collected but
1590 diverted from landfilling;
- 1591 8. Complaints; and,
- 1592 9. Missed Pick-ups.

1593 Contractor shall maintain records of all Solid Waste Collected in the Town's
1594 Service Area for the period of this Agreement and all extensions to this
1595 Agreement or successor Agreements. In the event the Town requests certain
1596 records or Contractor discontinues providing services to the Town, Contractor
1597 shall provide all records of all Solid Waste requested to the Town within thirty
1598 (30) days of discontinuing service. Records shall be in chronological and
1599 organized form and readily and easily interpreted.
1600

1601
1602 **D. CERCLA Defense Records.** The Town views the ability to defend against
1603 CERCLA and related litigation as a matter of great importance. For this reason, the

Town regards the ability to prove where Solid Waste Collected in the Service Area was taken for Transfer or Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the Service Area was disposed of (and therefore establish where it was not landfilled). This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement. Contractor shall maintain these records for a minimum of ten (10) years. Contractor shall provide these records to the Town in an organized and indexed manner rather than destroying or disposing of them.

E. Recyclable Materials and Organics Records. Records shall be maintained for the Town that relate to:

1. Records described in Section 8.02.C, above and Exhibit H;
2. Recyclable Materials, and Organics Collection weekly and /or bi-weekly participation rates.
3. Recyclable Materials sales value;
4. Weight of material by type; and,
5. End use and markets.

F. Other Programs' Records. Records for other programs shall be tailored to specific needs. In general, they shall include:

1. Plans, tasks, and milestones; and,
2. Accomplishments in terms such as dates, activities conducted, quantities of products used, produced or distributed, and numbers of participants and responses.

8.03 Reports.

A. Report Formats and Schedule. Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

1. Determine the number of subscribers to each service by service level, and the total revenues generated.

2. Determine the total quantity of material Collected, transferred, Recycled processed and / or disposed through each program and service, by material type.
3. Evaluate past and expected progress towards achieving the Town's diversion goals and objectives;
4. Determine needs for adjustment to programs; and, evaluate service recipient service and Complaints.
5. Prepare AB 939, AB 341, AB 1826, and AB 1383 reports and any and all other State required reports.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the Town. Contractor agrees to submit all reports on computer discs or by modem in a format compatible with Town's software/computers at no additional charge, if requested by the Town. Contractor will provide a certification statement, under penalty or perjury, by the responsible Contractor official, that the report being submitted is true and correct to the best knowledge of such official after their reasonable inquiry.

Annual Reports shall be submitted not later than April 1st following the calendar year.

All reports shall be submitted to:

Town of Paradise
Town Hall
5555 Skyway
Paradise, CA 95969
Attn: Town Manager

- B. Annual Reports.** Annual Reports are to include the following information and the information listed under Sections C and D below, at a minimum, compiled and reported for each month of the year, and as an annual total. Annual totals are also to be provided for all previous years of the Agreement for purposes of comparison. The information listed below shall be the minimum reported for each service. To the extent that the requested information is not tracked directly by the Contractor or can not be specifically established due to the nature of the Contractor's operations, the Contractor shall present to the Town a proposed method for estimating the required information, the reasonableness of which shall be subject to the approval of the Town.

1680 **1. Solid Waste Collection Services.**

- 1681
- 1682 a. Solid Waste tons Collected by Contractor, allocated between
- 1683 Residential cart service, Commercial cart and bin service, roll-off and
- 1684 compactor service.
- 1685
- 1686 b. Number of subscribers by service level
- 1687
- 1688 c. Subscriber data including name, address, and service level
- 1689
- 1690 d. Total Gross Revenues by service level, including revenues generated
- 1691 by each type of "Extra Services".
- 1692
- 1693 e. Number of Disabled Accounts.
- 1694
- 1695 f. Number of compactor accounts, size of compactors and number and
- 1696 size of compactors provided by the Contractor.
- 1697
- 1698 g. Number of debris-box pulls by bin size.
- 1699
- 1700 h. Tons processed and recovered through each processing operation
- 1701 including Construction Demolition Debris Recovery Program,
- 1702 Material Recovery Facility and any other processing operations
- 1703
- 1704 i. Complaint summary, for month and cumulative for report year, as
- 1705 above. Data shall be summarized by nature of Complaints on a
- 1706 compatible computer disc.
- 1707
- 1708 j. Narrative summary of problems encountered (including scavenging)
- 1709 and actions taken with recommendations for the Town, as
- 1710 appropriate.
- 1711
- 1712 k. Description of promotional and public education materials created or
- 1713 distributed.
- 1714
- 1715 l. A summary or copy of the Hazardous Waste records required under
- 1716 Sections 8.02.C and 8.02.D.
- 1717
- 1718 m. Other information or reports that the Town may reasonably request
- 1719 or require.

- 1720 **2. Recyclable Materials and Organics Services.** Contractor shall provide the
- 1721 same information as Solid Waste service, but for Recyclable Materials and
- 1722 Organics services, Contractor shall provide:

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- 1758
- a. Total tons diverted by each program/service (e.g., Residential Curbside Recycling, Residential Organics, Commercial Recycling), by material type and end use.
 - b. Number of accounts for each program/service, number and size of Containers and total tons Recycled by material type.
 - c. Participation and set-out rates in same format as number of accounts.
 - d. Recyclable Materials sales revenue by material type.
3. **Other Programs.** For each program, provide activity related and narrative reports on goals and milestones and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.
4. **Summary Assessment.** Provide a summary assessment of the overall Franchised Services from Contractor's perspective relative to financial and physical status of program. The physical status summary is to report: operating efficiency, economy and effectiveness of the program relative to the goals and objectives of this Agreement including particularly the Town's diversion goals; provide recommendations and plans to improve; highlight significant accomplishments and problems.
5. **Annual reports to the Town must also include:**
- a) **Compliance**
- Contractor must document education and outreach conducted, public event participation, school visits, compliance notices mailed, site visits to meet the requirements of SB 1383, service level audits completed, information distributed, and media used, and community events hosted. This must include public education activities undertaken during the year, including distribution of bill inserts, collection notification tags, community information and events, tours and other activities related to the provision of Collection services. Contractor shall also provide copies of all outreach and education information (including flyers, brochures, newsletters, invoice messaging, website and social media postings,

emails, and other electronic messages), including the date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted. Contractor must report the total number of Commercial Customers serviced and the number of Containers, Container sizes and frequency of Collection for Solid Waste and Organic Materials for each non-exempt Commercial Customer. The total number of non-exempt Commercial Customers that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt Commercial Customers that are not subscribed to Commercial Organic Materials Collection Service.

A summary of the type of follow-up outreach that was provided to those non-exempt Commercial Customers that are not subscribed to Commercial Organic Materials Collection Service.

b) Route Reviews

Contractor shall report the date that Contamination route reviews were conducted, the name and title of each person that conducted the reviews, a list of the account names and addresses covered by the review, and a description of each route reviewed, including Contractor's route number. Contractor shall also provide details regarding the results of the reviews (i.e., the addresses where any Prohibited Container Contaminants were found), and any photographs taken.

C. Monthly/Quarterly Reports.

1. Compliance Reviews

Contractor shall report the date that compliance reviews were conducted, and the name and title of each person that conducted the reviews. Contractor shall report the results of the review (i.e., Contractor's findings as to whether the Service Recipients reviewed are subscribed for Organic Materials collection service, have an applicable waiver, or neither) and any relevant evidence supporting such findings (e.g., account records). Contractor shall provide copies of any educational materials issued pursuant to such reviews. Contractor shall report to the Town all Customers discovered to be out of compliance with the SB 1383 Regulations, including a list of the Customers, the type of violation, actions taken to educate those Customers, and contact information for those Customers. This includes

identifying Residential and Commercial Customers that are subscribed to Solid Waste Collection service but that are not subscribed Organic Materials Container Collection service. Contractor must also provide the following information:

- The total number of non-compliance complaints
- Total number of waiver requests

2. Contamination

To the extent required by Applicable Law, the quarterly report must include a summary of all instances of qualifying Contamination under the procedures in Section 5.06 of the Agreement. This summary must include the total number of accounts where Contamination occurred, the total number of Contamination Violation Notices issued by Contractor to Customers, a list of accounts where such notices occurred, and the total number of instances where Container size or Collection frequency was increased specifically due to Contamination. Within twenty (20) working days of request by the Town, Contractor will provide copies of the Contamination Violation Notices and the digital documentation of Contamination. The quarterly report must include each Customer incurring a charge for Contamination in the previous quarter. Contractor shall provide a description of Contractor's process for determining the level of Container Contamination under the Agreement. Contractor shall provide documentation relating to observed Prohibited Container Contaminants, whether observed during route reviews or otherwise. Contractor shall provide copies of the form of each notice issued to Customers for Prohibited Container Contaminants, as well as, for each such form, a list of the Customers to which such notice was issued, the date of issuance, the Customer's name and service address, and the reason for issuance (if the form is used for multiple reasons). This information will also be provided monthly to any other government entity approved by the Town. Contractor shall report the number of times notices were issued to Customers for Prohibited Container Contaminants and the number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

3. Service Recipient Complaint Log

The quarterly report must include the Customer call log collected from the previous quarter, including a summary of the type and number of complaints and their resolution.

4. Missed Pickups

The quarterly report must include a summary of each Customer experiencing a missed pickup in the previous quarter along with a description or the reason for the missed pickup.

5. Non-Collection

The quarterly report must include a summary of each Customer receiving a Non-Collection Notice in the previous quarter along with a description for the Non-Collection Notice.

6. On-hold Accounts

The quarterly report must include each Customer that was not billed in the previous quarter due to vacation hold, vacancy, etc.

7. Waiver Requests

The quarterly report must include the total number of waiver requests received and the total number of waivers approved.

8. Special Events

The quarterly report must include the number of special events and disposal tonnage, including a summary of the services provided and educational materials distributed.

D. Additional Reporting. The Town reserves the right to require reasonable changes to the content and/or format of any and all reports that the Contractor is required to provide to the Town under the Agreement. The Town also reserves the right to require the Contractor to provide any other information that it reasonably deems necessary for effectively administering its franchise with the Contractor in a complete and timely manner, with the understanding that determination of additional information does not impose additional costs on the Contractor. Reports shall be submitted in electronic format, with all numeric information submitted in MS Excel.

Contractor must furnish Town with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period. Contractor will provide reasonable assistance to the Town in preparing annual reports to CalRecycle (the "Electronic Annual Report" or EAR), including but not limited to supplying required data for preparation of the reports, and completing all required data input in the waste reporting software system. In the event that CalRecycle requires the Town to report an Implementation Schedule to comply with AB 341, AB 1826, SB 1383, SB 1594 and other Applicable Laws, Contractor will provide assistance to the Town in preparing a report, including

Contractor's policies and procedures related to compliance with AB 341, AB 1826, SB 1383, and other Applicable Laws and how Recycling or Organic Materials are Collected, a description of the geographic area, routes, list of addresses served and a method for tracking Contamination, copies of route audits, copies of notices of Contamination, copies of notices, violations, education and enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters, website, and social media..

- E. Resource Recovery Plan.** As part of its Annual Report to the Town described in Section 8.03.B, Contractor shall submit to the Town an annual proposal describing proposed resource recovery programs, their diversion potential and associated detailed costs for programs that Contractor believes can significantly increase diversion. Within sixty days, the Town shall respond to the Plan in writing. If the Parties reach agreement on implementation of additional programs, Contractor shall be obligated to implement those programs on a schedule and for a cost agreed to by the Parties.

8.04 Adverse Information.

- A. Reporting Adverse Information.** Contractor shall provide the Town two (2) copies (one to the Town Manager, one to the Town's Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other Federal, State or local agencies, including any Federal or State court. Copies shall be submitted to the Town simultaneously with Contractor's filing or submission of such matters with said agencies. Contractor's routine correspondence to said agencies need not be routinely submitted to the Town but shall be made available to the Town promptly upon the Town's written request.

- B. Failure to Report.** The refusal or failure of Contractor to file any required reports, or to provide required information to the Town, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement as described in Section 11.01 and shall subject Contractor to all remedies which are available to the Town under the Agreement or otherwise.

8.05 Right to Inspect Records.

The Town shall have the right to inspect or review the payroll tax reports, specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its Related Party Entities that

1931 the Town shall deem, in its sole discretion, necessary to evaluate annual reports,
1932 compensation applications provided for in this Agreement and Contractor's
1933 performance provided for in this Agreement.
1934

ARTICLE 9
INDEMNIFICATION, INSURANCE AND BOND

9.01 Indemnification.

A. **General Indemnification.** Contractor shall indemnify, defend and hold harmless, at Contractor's sole cost and expense, the Town, its officers, employees and agents, from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature including, but not limit to, injury to and death of any Person and/or damage to property or for contribution or indemnity claimed by third parties (collectively, the "Claims"), arising out of or occasioned in any way by, directly or indirectly, Contractor's performance of, or its failure to perform, its obligations under the Agreement, but not limited to, Contractor's failure to comply with applicable laws or the Contractor's breach of its representation and warranties in this Agreement. The foregoing shall also apply if the Claim is caused by the joint negligence of the Town and Contractor, but only to the extent to Contractor's negligence. This indemnification will not extend to Claims to the extent they are caused by the sole negligence or intentional misconduct or omission of the Town. This general indemnification provision shall survive the termination of this Agreement.

B. **Hazardous Substance Indemnification.** Contractor shall indemnify, defend with counsel selected by the Town, protect and hold harmless the Town and their officers, directors, employees, volunteers, and agents, and member agencies, their officers, directors, employees, volunteers, and agents, (collectively, indemnitee) from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys' expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (Collectively, "Damages") or any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitee arising from or attributable to the acts or omissions of Contractor, its officers, directors, employees, companies or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance, Hazardous Waste, and/or construction and street debris, or other waste Collected under this Agreement. This indemnity afforded indemnitee, shall be limited only to exclude coverage for intentional wrongful acts and active negligence of indemnitee, indemnitee delivery of material

1980 to Contractor which does not conform to the descriptions of Solid Waste under this
1981 Agreement and as provided below. The forgoing indemnity is intended to operate
1982 as an agreement in recognition of §107(e) of the Comprehensive Environmental
1983 Response, Compensation and Liability Act, CERCLA, 42 USC. §9607(e) and
1984 California Health and Safety Code §25364, to defend, protect, hold harmless, and
1985 indemnify the Town from liability. This provision is in addition to all other
1986 provisions in this Agreement and is intended to survive the end of the Term of this
1987 Agreement. Nothing in this paragraph shall prevent Contractor from seeking
1988 indemnification or contribution from Persons or entities other than indemnitee, for
1989 any liabilities incurred by Contractor, or the indemnitee. As appropriate,
1990 Contractor's parent company should provide the guarantees necessary to meet this
1991 provision.
1992

1993 Should the Town contract for or direct the Disposal of Solid Waste to a Transfer Station
1994 or landfill not owned or solely operated by Contractor or an Affiliate, then in that
1995 event, Contractor's Hazardous Substances indemnification and other indemnitee shall
1996 not apply to claims, damages, legal proceedings or other liabilities arising from or
1997 relating to such non-Contractor owned or operated Transfer Station or Disposal
1998 Facility.

1999 **9.02 CalRecycle Indemnification.**

2000 In addition to all other relief provided to the Town under this Agreement, Contractor
2001 agrees to indemnify and hold harmless the Town, their officers, directors, Councils,
2002 employees, and agents from and against all fines and/or penalties imposed by
2003 CalRecycle in the event the source reduction and Recycling goals or any other
2004 requirement of the Act are not met by the Town with respect to the waste stream
2005 Collected under this Agreement and such failure is due to the failure of Contractor to
2006 meet its obligations under this Agreement and/or for delays in providing information
2007 that prevents the Town from submitting reports required by AB 939, AB 341, AB 1826,
2008 and SB 1383 in a timely manner.
2009

2010 **9.03 Insurance.**

2011
2012 **A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:
2013

- 2014 **1.** The most recent editions of Insurance Services Office form number GL
2015 0002 covering Comprehensive or Commercial General Liability and
2016 Insurance Services Office form number GL 0404 covering Broad Form
2017 Comprehensive or Commercial General Liability; or Insurance Services
2018 Office Commercial General Liability coverage ("occurrence" form CG
2019 0001).

- 2020 2. The most recent editions of Insurance Services Office form number CA
2021 0001 covering Automobile Liability, code 1 "any auto" and endorsement
2022 CA 0025.
- 2023 3. Workers' Compensation insurance as required by the Labor Code of the
2024 State of California and Employers Liability insurance.
- 2025
2026 **B. Minimum Limits of Insurance.** Contractor shall maintain limits no less than:
2027
- 2028 1. Comprehensive General Liability: Five Million Dollars (\$5,000,000)
2029 combined single limit per occurrence for bodily injury, Personal injury and
2030 property damage.
- 2031 2. Automobile Liability: Five Million Dollars (\$5,000,000) combined single
2032 limit per accident for bodily injury and property damage.
- 2033 3. Workers' Compensation and Employers Liability: Workers' compensation
2034 limits as required by the Labor Code of the State of California and
2035 Employers Liability limits of \$1,000,000 per accident.
- 2036
2037 **C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured
2038 retentions are the responsibility of Contractor and shall be declared to the Town.
2039 At the option of the Town, either: the insurer shall reduce or eliminate such
2040 deductibles or self-insured retentions as respects the Town, its officials and
2041 employees, directors, agents and volunteers; or Contractor shall procure a bond
2042 guaranteeing payment of losses and related investigations, claim administration
2043 and defense expenses.
- 2044
2045 **D. Other Insurance Provisions.** The policies are to contain, or be endorsed to
2046 contain, the following provisions:
- 2047 1. General Liability and Automobile Liability Coverage
- 2048 a. The Town, their officials, employees, directors, agents and volunteers
2049 are to be covered as additional insured as respects: liability arising
2050 out of activities performed by or on behalf of Contractor; products
2051 and completed operations of Contractor; Premises owned, leased or
2052 used by Contractor; or automobiles owned, leased, hired or
2053 borrowed by Contractor. The coverage shall contain no special
2054 limitations on the scope of protection afforded to the Town, its
2055 officials, employees or volunteers.
2056

- b. Contractor's insurance coverage shall be primary insurance as respects the Town, its officials, directors, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, directors, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, directors, agents or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town, its officials, employees, directors, agents and volunteers for losses arising from work performed by Contractor for the Town.

3. All Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

E. Acceptability of Insurers. The insurance policies required by this Section shall be issued by an insurance company or companies admitted or approved non-admitted to do business in the State of California subject to the Authority of the California Insurance Commissioner and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

F. Verification of Coverage. Contractor shall furnish the Town with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy shall be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to the Town and are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractor. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Required Endorsements.

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

"Thirty (30) days prior written notice shall be given to the Town in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Town of Paradise
Town Hall
5555 Skyway
Paradise, CA 95969
Attn: Town Manager

2. The Public Liability policy shall contain endorsements in substantially the following form:

- a. "Thirty (30) days prior written notice shall be given to the Town in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Town of Paradise
Town Hall
5555 Skyway
Paradise, CA 95969
Attn: Town Manager

- b. "The Town, its officers, employees, directors, agents and volunteers are additional insured on this policy."

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

- d. "Inclusion of the Town as an insured shall not affect the Town's rights as respects any claim, demand, suit or judgment brought or recovered against Contractor. This policy shall protect the Contractor

and the Town in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Contractor's liability as set forth in the policy beyond the amount shown or to which Contractor would have been liable if only one party had been named as an insured."

I. Delivery of Proof of Coverage. On or before the Effective Date, Contractor shall furnish the Town with certificates of each policy of insurance required hereunder. Such certificates shall show the type and amount of coverage, effective dates, and dates of expiration of policies and shall note all required endorsements. The certificates for each policy are to be signed by a Person authorized at the insurer to bind coverage on its behalf. If at any time the Towns so requests, complete certified copies of each policy, together with all endorsements, shall also be promptly delivered to the Town. Contractor shall periodically furnish renewal certificates to the Town to demonstrate maintenance of the required coverage throughout the Term.

J. Other Insurance Requirements.

1. In the event any services are delegated to a subcontractor, Contractor shall require such subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The liability insurance required by this Section 9.03.J.1 shall cover all subcontractors or the subcontractor must furnish evidence of insurance provided it meets all of the requirements of this Section 9.03.J.1.
2. Contractor shall comply with all requirements of the insurer's policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement. If any claim is made by any third party against Contractor or a subcontractor on account of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the insurance carrier and to the Town.
3. If Contractor fails to procure and maintain any insurance by this Agreement, the Town may take out and maintain, at Contractor's expense, such insurance as the Town may reasonably deem proper in accordance with the limits set forth herein and Contractor shall reimburse the Town for the cost of such insurance within thirty days of being invoiced by the Town for such costs.

- 2180 4. The Comprehensive General Liability insurance required by the Section
2181 shall be written on an occurrence (not accident) rather than a “claims
2182 made” basis, if such coverage is obtainable. If its is not obtainable,
2183 Contractor shall notify the Town and arrange for “tail coverage” to protect
2184 the Town from claims filed during the three years immediately following
2185 the expiration or termination of this Agreement relating to incidents which
2186 occurred prior to such expiration or termination.

2187
2188 **9.04 Letter of Credit.**

2189 Simultaneously with the execution of this Agreement, Contractor shall file with the
2190 Town an irrevocable letter of credit in a form approved by the Town Attorney securing
2191 Contractor’s performance of its obligations under this Agreement and shall maintain
2192 such letter of credit on an annual basis and shall be annually renewed thereafter
2193 throughout the Term of this Agreement. The Town shall have the right to make draws
2194 from the letter of credit if Contractor breaches this Agreement. The principal sum of
2195 the letter of credit shall be \$100,000.00.

ARTICLE 10
TOWN'S RIGHT TO PERFORM SERVICE

10.01 General.

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect or transport any or all Solid Waste, Recyclable Materials, and Organics which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, Solid Waste, Recyclable Materials, and Organics should accumulate in the Service Area to such an extent, in such a manner, or for such a time that the Town should find that such accumulation endangers or menaces the public health, safety or welfare, then the Town shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by the Town, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor; and/or (2) to take temporary possession of any or all of Contractor's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, Recyclable Materials, and Organics, and to use such property to Collect and transport any Solid Waste, Recyclable Materials, and Organics generated within the Service Area which Contractor would otherwise be obligated to Collect and transport pursuant to this Agreement.

If Solid Waste, Recyclable Materials, and Organics accumulates in the Service Area to such an extent, in such a manner or for such a time that the Town finds that such accumulation represents an immediate danger or menace to the public health safety or welfare, the Town shall not be required to provide the twenty-four (24) hour prior written notice set forth above in order to take the above actions.

Notice of Contractor's failure, refusal or neglect to Collect and transport Solid Waste, Recyclable Materials, and Organics may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within twenty-four (24) hours of the oral notification.

Contractor further agrees that in such event:

- A. It will take direction from the Town to affect the transfer of possession of equipment and property to the Town for its use.
- B. It will, if the Town so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

C. The Town may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, Recyclable Materials, and Organics, including, if the Town so desires, employees previously or then employed by Contractor. Contractor further agrees, if the Town so requests, to furnish the Town the services of any or all management or office personnel employed by Contractor whose services are necessary or useful for Solid Waste, Recyclable Materials, and Organics Collection, transportation, processing, and disposal operations and for the billing and Collection of fees for these services.

The Town agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.04, the Town shall pay to Contractor the reasonable rental value of the equipment and facilities, possession of which is taken by the Town, for the period of the Town's possession, if any, which extends beyond the period of time for which Contractor has rendered bills in advance of service, for the class of service involved.

Except as otherwise expressly provided in the previous paragraph, the Town's exercise of its rights under this Article 10 (1) does not constitute a taking of private property for which compensation must be paid; (2) will not create any liability on the part of the Town to Contractor; and (3) does not exempt Contractor from any of the indemnity or insurance provisions of this Agreement, which are meant to extend to circumstances arising under this Section, provided that Contractor is not required to indemnify the Town against claims and damages arising from the negligence or willful misconduct of the Town, its elective and appointive boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time the Town has taken possession of such vehicles.

10.02 Temporary Possession of Contractor's Property.

If the Town suffers an interruption or discontinuance of service (including interruptions and discontinuance due to events described in Section 11.04), the Town may take possession of and use all of Contractor's property described above until other suitable arrangements can be made for the provision of the Franchised Services.

10.03 Billing and Compensation to the Town during Town's Possession.

During such time that the Town is providing Solid Waste services, as above provided, Contractor shall bill and Collect payment from all users of the above-mentioned services as described in Section 5.02. Contractor further agrees that, in such event, it shall reimburse the Town for any and all costs and expenses incurred by the Town beyond that billed and received by Contractor in taking over possession of the above-mentioned equipment and property for Franchised Services in such manner and to an extent as would otherwise be required of Contractor under the Terms of this

2287 Agreement. Such reimbursement shall be made from time to time after submission by
2288 the Town to Contractor of each statement listing such costs and expenses, but in no
2289 event later than five (5) working days from and after each such submission.
2290

2291 **10.04 Town's Right to Relinquish Possession.**

2292 It is further mutually agreed that the Town may at any time at their discretion
2293 relinquish possession of any or all of the above-mentioned property to Contractor and
2294 thereupon demand that Contractor resume the Franchised Services as provided in this
2295 Agreement, whereupon Contractor shall be bound to resume the same.
2296

2297 **10.05 Duration of Town's Possession.**

2298 Town's right pursuant to this Article to retain temporary possession of Contractor's
2299 facilities and equipment, and to render Collection services, shall terminate when the
2300 event which caused the taking possession under Section 10.01 is cured and the
2301 performance bond is fully restored. In any case, the Town has no obligation to
2302 maintain possession of Contractor's property or equipment and/or continue its use for
2303 any period of time and may at any time, in its sole discretion, relinquish possession to
2304 Contractor.
2305
2306

ARTICLE 11
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

11.01 Events of Default.

All provisions of the Agreement and this Agreement to be performed by Contractor are considered material. Each of the following shall constitute an event of default.

- A. Fraud or Deceit.** If Contractor practices, or attempts to practice, any fraud or deceit upon the Town.
- B. Insolvency or Bankruptcy.** If Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- C. Failure to Maintain Coverage.** If Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.
- D. Violations of Regulation.** If Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred.
- E. Failure to Perform.** If Contractor ceases to provide Collection, processing, or Recycling services as required under this Agreement for a period of two (2) consecutive days or more, for any reason within the control of Contractor, including labor disputes.
- F. Failure to Pay.** If Contractor fails to make any payments required under this Agreement and/or refuses to provide the Town with required information, reports, and/or records in a timely manner as provided for in the Agreement.
- G. Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, the Act of 1989, as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued there under and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- H. False or Misleading Statements.** Any representation or disclosure made to the Town by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false

or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

I. Attachment. There is a seizure of, attachment of, or levy on, the operating equipment of Contractor, including without limits its equipment, maintenance or office facilities, or any part thereof.

J. Suspension or Termination of Service. There is any termination or suspension of the transaction of business by Contractor related to this Agreement, including without limit, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than two (2) consecutive days.

K. Failure to Provide Assurance of Performance. It Contractor fails to provide reasonable assurances of performance as required under Section 11.06.

Contractor shall be given ten (10) business days from written notification by the Town to cure any default arising under subsections C, E, F, I, J and K provided, however, that the Town shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach within a twenty-four (24) month period.

11.02 Right to Terminate Upon Default.

In the event that Contractor should default and subject to the right of the Contractor to cure, in the performance of any provisions of this contract, and the default is not cured for any default arising under Section 11.01 C, E, F, I, J or K, within ten (10) days' notice if the public health or safety is threatened, or otherwise thirty (30) days after receipt of written notice of default from the Town, then the Town may, at its option, terminate this Agreement and/or hold a hearing at its next Town Council meeting to determine whether this contract should be terminated. In the event the Town decides to terminate this contract, the Town shall serve twenty (20) days' written notice of its intention to terminate upon Contractor. In the event the Town exercises its right to terminate this contract, the Town may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of the Town upon a failure of Contractor to perform its obligations under this Agreement.

The Town's rights to terminate this Agreement and to take possession of Contractor's Facility are not exclusive, and the Town's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the Town may have. By virtue of the nature of this Agreement, the urgency of timely continuous and high-quality service, the time required to effect alternative service, and the rights granted by the

Town to Contractor, the remedy of damages for a breach hereof by Contractor may be inadequate and the Town may seek injunctive relief.

11.03 Liquidated Damages.

A. General. The Town finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by the Town as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that Franchised Services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge that consistent, reliable Solid Waste, Recyclable Materials, and Organics Collection is of utmost importance to the Town and that the Town has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, the Service Area and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which the Town will suffer. Therefore, without prejudice to the Town's right to treat such non-performance as an event of default under this Article 11, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to the Town that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

2442 Contractor Town
2443 Initial Here _____ Initial Here _____
2444
2445 Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set
2446 forth below:
2447

2448 **1. Collection Reliability.**

- 2449 a. For each failure to commence service to a new service recipient
2450 account within seven (7) days after order, which exceed five (5) such
2451 failures annually: \$150.00
2452 b. For each failure to Collect Solid Waste, Recyclable Materials, and
2453 Organics, which has been properly set out for Collection, from an
2454 established service recipient account on the scheduled Collection day
2455 and not Collected within the period described in this Agreement
2456 which exceeds forty-five (45) such failures quarterly: \$150.00
2457 c. For each failure to Collect Solid Waste, Recyclable Materials, and
2458 Organics, which has been properly set out for Collection, from the
2459 same service recipient on two (2) consecutive scheduled pickup days:
2460 \$150.00
2461 d. For each failure to perform and submit billing reviews: \$250.00
2462

2463 **2. Collection Quality.**

- 2464 a. For each occurrence of damage to private property which exceeds
2465 seven (7) such occurrences annually: \$250.00
2466 b. For each occurrence of failure to properly return empty Containers to
2467 avoid pedestrian or vehicular traffic impediments or to place cans
2468 upright with lids secured (in areas where service recipients own their
2469 containers, if applicable) which exceeds ten (10) such occurrences
2470 annually: \$150.00
2471 c. For each occurrence of excessive noise or discourteous behavior:
2472 \$250.00
2473 d. For each failure to clean up Solid Waste, Recyclable Materials, and
2474 Organics spilled by Contractor from Containers which exceeds
2475 fifteen (15) such failures annually: \$150.00
2476 e. For each occurrence of Collecting Solid Waste, Recyclable Materials
2477 and Organics during unauthorized hours which exceeds ten (10) such
2478 occurrences annually: \$250.00
2479

2480 **3. Service Recipient Responsiveness.**

- 2481 a. For each failure to initially respond to a service recipient Complaint
2482 within one (1) business day: \$100.00

- b. For each failure to process service recipient Complaints to the Town as required by Article 5: \$500.00

4. Timeliness of Submissions to Town/State Agencies. Reports shall be considered late, after the seventh late day, until such time as a correct and complete report is received by the Town. For each calendar day a report is late, the daily liquidated damage amount shall be:

- a. Annual reports to the Town: \$100 per day
- b. Required reports to State agencies per Section 8.03.C of this Agreement: \$100 per day

Liquidated damages will only be assessed after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach as described in this Agreement. The Town may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of service recipient Complaints.

Prior to assessing liquidated damages, the Town shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of the Town relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the Town. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Town will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Town shall be final.

C. Amount. The Town may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

D. Timing of Payment. Contractor shall pay any liquidated damages assessed by the Town within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, the Town may proceed against the performance bond required by the Agreement or order the termination of the Agreement granted by this Agreement, or both.

11.04 Excuse from Performance.

The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, terrorist attacks, riots, acts of any

government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including, but not limited to, strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor is not an excuse from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section 11.04.

The interruption or discontinuance of Contractor's services caused by one or more of the events excused shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations to Collect; transfer, transport, process and Dispose of Solid Waste hereunder for any of the causes listed in this Section for a period of ten (10) days or more, the Town shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice, in which case the provisions relative to taking possession of Contractor's land, equipment and other property and engaging Contractor's personnel in Article 10 and this Article 11 will apply.

11.05 Notice, Hearing and Appeal of Town/ Breach.

Should Contractor contend that the Town is in breach of this Agreement, it shall file with the Town Manager a written request with the Town's Solid Waste Committee for an administrative hearing. Said request shall be made within ninety (90) days of the event or incident which allegedly gave rise to the breach. The Town Manager shall notify Contractor of the time and date said hearing shall be held within thirty (30) days of receipt of Contractor's request. Contractor shall present its position and all relevant facts first and then the Town Manager shall make his or her presentation. Contractor shall be notified of the Town's Solid Waste Committee's ruling in writing within fourteen (14) days of the administrative hearing.

If Contractor is not in agreement with the ruling issued by the Committee at the administrative hearing, it shall have the right to appeal this ruling to Town Council. This appeal shall be made in writing to the Town Manager no later than fourteen (14) days after receipt of the administrative hearing ruling. The Town Manager shall notify Contractor of the time and date the Town Council will review Contractor's allegation. Contractor shall present its position and all relevant facts. Contractor shall be notified in writing within thirty (30) days of the Town Council's ruling. The Town Council's ruling shall be final, and Contractor shall have no further rights of administrative appeal.

11.06 Assurance of Performance.

Each party may, at its option and in addition to all other remedies it may have, demand from the other Party reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the Party may require. If the other Party fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the Party, such failure or refusal shall be an event of default.

11.07 Damage to Property.

Contractor shall endeavor to resolve all claims as soon as reasonably practicable following receipt thereof, made by Owners or occupants of property served by Contractor, for damages to property including, but not limited to, Containers. In the event such damage shall have been caused by the negligence or intentional acts of Contractor, its officers, agents, or employees, Contractor shall promptly repair or replace such damaged property. The provisions of this Section 11.07 shall not be deemed a limitation upon any other provisions of this Agreement, or any rights or remedies which may accrue to the Town by reason of Contractor's acts or omissions to act hereunder.

11.08 Town Remedies Cumulative; Specific Performance.

The Town's rights to suspend or terminate this Agreement or to perform under Article 10 are not mutually exclusive, and the Town's exercise of one such right shall not constitute a selection of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the Town may have.

ARTICLE 12
OTHER AGREEMENTS OF THE PARTIES

12.01 Relationship of Parties.

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by the Town and neither as an officer or employee of the Town nor as a partner of or joint venture with the Town. No employee or agent or Contractor shall be or shall be deemed to be an employee or agent of the Town. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the Town's employees by virtue of their employment with the Town.

12.02 Compliance with Law.

In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws (including but not limited to the "Environmental Laws") of the United States, the State of California, the County of Butte, the Service Area and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the Term, collectively, the "Laws"). In the event of any conflict between this Agreement and Laws, the requirements of the Laws shall govern, and Contractor shall not be in breach of this Agreement if Contractor complies with the Laws in contravention of this Agreement, provided that nothing in this Section 12.02 is intended to limit or enlarge Contractor's obligations or diminish its right to satisfy its obligation to provide Solid Waste, Recyclable Materials, Organics Collection, Processing, and/or Disposal.

12.03 Governing Law.

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

12.04 Jurisdiction.

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in Butte County, California.

2637 **12.05 Assignment by Contractor.**

2638
2639 **A. General.** Contractor acknowledges that this Agreement involves rendering a
2640 vital service to the Town's residents and businesses, and that the Town has selected
2641 Contractor to perform the services specified herein based on (1) Contractor's
2642 experience, skill and reputation for conducting its operations in a safe, effective and
2643 responsible fashion, at all times in keeping with applicable Environmental Laws,
2644 regulations, and best management practices, and (2) Contractor's obligations to the
2645 Town under this Agreement. The Town has relied on each of these factors, among
2646 others, in choosing Contractor to perform the services to be rendered by Contractor
2647 under this Agreement.

2648
2649 **B. Assignments.** Contractor shall not assign its rights nor delegate or otherwise
2650 transfer its obligations under this Agreement to any other Person.

2651
2652 If Contractor requests the Town's consideration of and consent to an assignment,
2653 the Town may deny or approve such request using its sole discretion. No request
2654 by Contractor for consent to any assignment need be considered by the Town
2655 unless and until Contractor has met the following requirements:
2656

- 2657 **1.** Contractor shall undertake to pay the Town its reasonable expenses for
2658 attorney's fees and investigation costs necessary to investigate the
2659 suitability of any proposed assignee, and to review and finalize any
2660 documentation required as a condition for approving any such
2661 assignment;
- 2662 **2.** Contractor shall furnish the Town with audited financial statements of the
2663 proposed assignee's operations for the immediately preceding three (3)
2664 operating years;
- 2665 **3.** Contractor shall furnish the Town with satisfactory proof: (i) that the
2666 proposed assignee has at least ten (10) years of Solid Waste, Recyclable
2667 Materials, and Organics management experience on a scale equal to or
2668 exceeding the scale of operations conducted by Contractor under this
2669 Agreement; (ii) that in the last five (5) years, the proposed assignee has not
2670 suffered any significant citations or other censure from any Federal, State
2671 or local agencies having jurisdiction over its Solid Waste, Recyclable
2672 Materials, and Organics management operations due to any significant
2673 failure to comply with State, Federal or local Environmental Laws and that
2674 the assignee has provided the Town with a complete list of such citations
2675 and censures; (iii) that the proposed assignee has at all times conducted its

operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste, Recyclable Materials, and Organics management practices in accordance with sound Solid Waste, Recyclable Materials, and Organics management practices in full compliance with all Federal, State and local laws regulating the Franchised Services including Hazardous Substances; (v) that the proposed assignee can meet the guaranty and performance bond requirements met by Contractor; and , (vi) of any other information required by the Town to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall the Town be obligated to consider any proposed assignment by Contractor.

- C. **Assignment Defined.** For the purpose of this Section 12.05.C, when used in reference to Contractor, “assignment” shall include, but not be limited to (1) a sale, exchange or other transfer of substantially all of Contractor’s assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party regardless of whether said sale, exchange or transfer may result in a change of control of Contractor; (iii) any dissolution, organization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which results in a change of Ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor’s property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of Ownership, or change of control of Contractor.

12.06 Binding on Assigns.

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

12.07 Affiliated Companies.

Contractor shall maintain accounting records and financial statements on a basis showing the results of Contractor's operations under this Agreement separately from operations in other locations, as if Contractor were an independent entity providing service only to the Town. For purposes of this Agreement, the costs and revenues associated with providing service to the Town shall not be combined, consolidated or

in any other way incorporated with those of other operations conducted by Contractor in other locations, or with those of an Affiliate.

If Contractor enters into any financial transactions with a Related Party Entity or Affiliate for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to the Town, and in the financial reports submitted to the Town. In such event, the Town's rights to inspect records, and obtain financial data shall extend to such Related Party Entity or entities.

12.08 Subcontracting.

Except for Recycle Center and Special Event activities, Contractor shall not engage any subcontractors for Collection, Processing or Disposal of Solid Waste, Recyclable Materials, and Organics without the prior written consent of the Town.

12.09 Transition to Next Contractor.

If the transition of services to another Contractor occurs through expiration of term, subsequent Contractor(s) to assist in an orderly transition which will include Contractor providing route lists and billing information. Contractor will not be obliged to sell Collection vehicles, bins and Containers to the next Contractor. Depending on Contractor's circumstances at the point of transition, Contractor at its option may enter into negotiations with the next Contractor to sell (in part or all) Collection vehicles, bins and Containers.

12.10 Parties in Interest.

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

12.11 Waiver.

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

12.12 Contractor's Investigation.

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

12.13 Notice.

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

If to the Town:

Town of Paradise
Town Hall
5555 Skyway
Paradise, CA 95969
Attn: Town Manager

If to the Contractor: _

Northern Recycling & Waste Services
P.O Box 2529
Paradise, CA 95967
Attn: General Manager

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section 12.13.

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

12.14 Representatives of the Parties.

A. Representatives of the Town. References in this Agreement to the "Town" shall mean the Town Manager and all actions to be taken by the Town shall be taken by the Town Manager who may delegate his/her authority in writing to another Town employee, Contractor may rely upon actions taken by such delegates if they are within the scope of the Town and properly delegated to him/her.

B. Contractor Representatives. Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform The Town Manager in writing of such designation and of any limitations upon his or her authority to bind Contractor. The Town Manager may rely upon action taken by such designated representative as actions of Contractor if they are within the scope of the Contractor and properly delegated to him/her by Contractor.

12.15 Town Free to Negotiate with Third Parties.

The Town may investigate all options for the Collection and processing of Solid Waste after the expiration of the Term. Without limiting the generality of the foregoing, the Town may solicit proposals from Contractor and from third parties for the provision of services, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination under Section 11.01 of this Agreement.

12.16 Compliance with the Town's Codes.

Contractor shall comply with those provisions of the ordinances and municipal codes of the Town which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement provided, however, that if a change in any such municipal code materially affects Contractor's annual cost of operations, the Contractor shall be entitled to an interim compensation adjustment as provided for in Section 6.04. Moreover, no such change may revoke or override the grant to Contractor of the exclusive franchise in Section 2.01 of this Agreement or override the Contractor's designations of a Material Recovery Facility and Disposal Site pursuant to this Agreement.

12.17 Privacy.

Contractor shall strictly observe and protect the rights of privacy of service recipients. Information identifying individual service recipients or the composition or contents of a service recipient's waste stream shall not be revealed to any Person, governmental unit, private agency, or Contractor, unless upon the authority of a court of law, by statute, or upon valid authorization of the service recipient. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939.

12.18 Integrated Contract.

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written agreement signed by both the Town and Contractor.

12.19 Inserted Provisions.

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

12.20 Execution.

This Agreement shall be executed in duplicate original counterparts by the parties. Irrespective of the date this Agreement is so executed, the Effective Date hereof shall be, and is April 30, 2017.

12.21 Non-Discrimination.

Consistent with Town's policy that harassment and discrimination are unacceptable employer-employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a Town employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, mental or physical disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), cancer-related medical condition, refusal of family care leave, marital status, denial of pregnancy disability leave, veteran status, age, sex, sexual orientation or sexual preference will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12.22 Dispute Resolution.

Prior to initiation of litigation under this Agreement, the parties shall attempt to resolve their disputes by means of mediation. If the parties cannot agree on a mediator, the Superior Court of Butte County shall appoint a mediator. Each party shall bear their costs and attorney fees arising out of the mediation and shall share equally the cost of the mediator, provided, however, that if the matter is not resolved by way of mediation, the prevailing party in any subsequent litigation shall be entitled to collect their costs of mediation as an element of their costs of suit, including reasonable attorney fees (incurred both in the mediation process as well as the subsequent court proceedings).

ARTICLE 13
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor represents and warrants as follows:

13.01 Company Status.

Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

13.02 Company Authorization.

Contractor has the authority to enter into and perform its obligations under this Agreement. The Managers and Members of the Company have taken all actions required by law, its operating agreement, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.

13.03 Agreement Will Not Cause Breach.

To the best of Contractor's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement nor the performance of this Agreement by Contractor: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agencies or other governmental authority, or any agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default there under.

13.04 No Litigation.

To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agencies or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the Town in writing.

2916 **13.05 No Adverse Judicial Decisions.**

2917 To the best of Contractor's knowledge, after reasonable investigation, there is no
2918 judicial decision that affects the validity of this Agreement and may subject this
2919 Agreement to legal challenge.

2920

2921 **13.06 Ability to Perform.**

2922 Contractor possesses the business, professional, and technical expertise to manage,
2923 handle, treat, store and Dispose of the Solid Waste, and possesses the equipment,
2924 plant, and employee resources required to perform this Agreement.

2925

2926

ARTICLE 14
MISCELLANEOUS PROVISIONS

14.01 Entire Agreement.

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

14.02 Section Headings.

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

14.03 References to Laws and Other Agreements.

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes any and all agreements heretofore entered into by the parties.

14.04 Interpretation.

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

14.05 Agreement.

This Agreement may not be modified or amended in any respect except by a writing signed by the parties. Any conflict between the body of the Agreement and the Exhibits shall be resolved in favor of the Agreement.

14.06 Severability.

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

14.07 Exhibits.

Each of Exhibits identified as Exhibit "A" through "H" is attached hereto and incorporated herein and made a part hereof by this reference.

14.08 Attorneys' Fees.

The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

2969
2970 **14.09 Compilation of Information for State Law Purposes.**
2971 Contractor shall compile information on amounts of Solid Waste delivered to the
2972 Facilities and other information, which the Town may reasonably request.
2973
2974 **14.10 Definitions.**
2975 Capitalized terms used in this Agreement without definition have the meanings
2976 specified in Exhibit A, unless the context clearly requires otherwise.
2977
2978 **14.11 Counterparts.**
2979 This Agreement may be executed in counterparts, each of which shall be deemed to be
2980 an original.
2981
2982

2983 IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement (Effective
2984 _____, 2024) as of the day set forth by their respective signature.

2985

2986 Date: _____

TOWN OF PARADISE

2987

2988 ATTEST: BY: _____

2989

2990

2991 _____

2992 Town Clerk

2993

2994 Date: _____

2995

2996

2997 APPROVED AS TO FORM:

2998

2999

3000 _____

3001 Town Attorney

(Contractor)

BY: _____

EXHIBITS

1		
2		
3		
4		
5	Definitions	Exhibit A
6	Town's Facilities/Special Events	Exhibit B
7	Contractor Public Education Plan.....	Exhibit C
8	Payments to Town.....	Exhibit D
9	Rate Adjustment Methodology	Exhibit E
10	Solid Waste Collection Rate Schedule	Exhibit F
11	Notary Certification	Exhibit G
12	SB 1383 Compliance Programs.....	Exhibit H
13		

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EXHIBIT A

Definitions

Exhibit A

DEFINITIONS

This Agreement will be construed in accordance with the following definitions.

Act

"Act" means the Act of 1989 (AB939) Public Resources Code, Section 40000 et seq., as it may be amended from time to time.

Affiliate

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

Agreement

"Agreement" means this Agreement, including any amendments, between the Town and Contractor.

Billings

"Billings" means any and all statements of charges for services rendered, howsoever made, described or designated by Contractor, or made by others for Town or Contractor, to Owners or occupants of property, including Residential Property and commercial, industrial and institutional Property, served by Contractor for the Collection of Solid Waste, Recyclable Materials, and Organic Waste.

California Code of Regulations/CCR

"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references are preceded with a number that refers to the relevant Title of the CCR (e.g. "14 CCR" refers to Title 14 of CCR).

1 **CalRecycle**

2 “CalRecycle” means California's Department of Resources Recycling and Recovery, and
3 any successor agencies, which is the department designated with responsibility for
4 developing, implementing, and enforcing SB 1383 regulations on cities (and others).

5 **Collect/Collection**

6 “Collect” or “Collection” means to take physical possession, transport, and remove Solid
7 Waste, Recyclable Materials, and Organic Waste within and from the Service Area.

8 **Commencement Date**

9 “Commencement Date” means the date specified when Collection, Processing, and
10 Disposal services required by this Agreement shall be provided.

11 **Commercial Business/Commercial Customer**

12 “Commercial Business” or “Commercial Customer” means Waste Generators whose
13 business activity includes but is not limited to hotels, motor courts, restaurants, offices or
14 office buildings, stores, warehouses, factories, hospitals, assisted living facilities and all
15 other premises used for functions other than dwelling houses, or as otherwise defined in
16 14 CCR Section 18982(a)(6). A multi-family complex that consists of fewer than five (5)
17 units is not a commercial business for purposes of implementing this Agreement.

18 **Complaint**

19 “Complaint” means the written statement (prepared by the Town Administrator, if based
20 on oral statements made by members of the public or Owners or occupants of property)
21 made by members of the public, Owners or occupants of properties served by Contractor,
22 or officers, employees or agents of the Town alleging non-performance or deficiencies in
23 performance of Contractor’s duties and obligations under this Agreement, or otherwise
24 alleging a violation by Contractor of the provisions of this Agreement.

25 **Compliance Review**

26 “Compliance review” means a review of records by the town to determine compliance
27 with this section.

28 **Composting (Compost)**

29 “Composting” means a controlled biological decomposition of organic materials yielding a
30 safe and nuisance free compost product.

31 **Construction and Demolition Debris**

32 “Construction and Demolition Debris” includes waste building materials, packaging and
33 rubble resulting from construction, remodeling, repair or demolition operations on
34 pavements, houses, commercial and industrial buildings, and other structures and
35 improvements.

Containers

“Containers” means watertight metal or plastic objects with lids or covers, designed, and used to hold MSW, recyclable materials, organic waste, or cooking oil/grease prior to collection, provided by the town or authorized contractor. Containers include wheeled carts with lids, bins, open-top roll-off boxes, compactors, and oil/grease tanks.

Contamination

“Contamination” means placing materials in a container that is labeled and intended for storage of another type of material, and which would interfere with the processing of the intended material.

Contractor

“Contractor” means Northern Recycling & Waste Services, a limited liability company organized and operating under the laws of the State of California and its managers, members, directors, employees, agents, companies and subcontractors. The members of the limited liability company are: Recovery Products & Services, Inc., a California corporation, Garbarino Northern Recycling & Waste Services, LLC, Pestoni Paradise City, LLC and Garaventa Enterprises, Inc., a California corporation.

Contractor Compensation

“Contractor Compensation” means the revenue received by the Contractor from Billings for providing services in accordance with this Agreement.

Contractor’s Proposal

“Contractor’s Proposal” means the proposal submitted by the Contractor and received on April 7, 2006 by the Town in response to the Town’s February 2006 Request for Proposals for the Solid Waste, Recyclable Material, and Yard Waste Collection, Processing and Disposal Services and certain supplemental written materials, which are incorporated by reference.

Cumulative Revenue Shortfall or Overage

“Cumulative Revenue Shortfall or Overage” means the sum of the Revenue Shortfall(s) plus the sum of the Revenue Overage(s) calculated at the end of each Fiscal Year and inclusive of the most recent Rate Year with any positive balance referred to as an “overage” and any negative balance referred to as a “shortfall”.

Curbside

“Curbside” means the location of a Container for pick-up, not more than fifteen (15) feet from the street curb. Where no street curb exists, the location shall be within five (5) feet from the outside edge of the street nearest the property’s entrance.

Demolition Debris

“Demolition Debris” means used or discarded construction materials generated during the razing or renovation of a structure.

Designated Waste

“Designated Waste” means non-hazardous waste which may pose special disposal problems because of its potential to contaminate the environment and which may be disposed of only in Class II disposal sites, or Class III disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as designated waste by the State of California, in 23 California Code of Regulations Section 2522.

Dispose/Disposal

“Dispose” or “Disposal” means the ultimate disposition of Solid Waste collected by Contractor at a Disposal Site in Full Regulatory Compliance.

Disposal Site(s)

“Disposal Site(s)” means the Solid Waste facility or facilities utilized for the ultimate landfill Disposal of Solid Waste Collected by Contractor. The Neal Road Recycling and Waste Facility owned by the County of Butte, shall be the initial designated Disposal Site of Contractor as of the effective date of this Agreement.

Edible Food

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "edible food" is not MSW if it is recovered and not discarded. Nothing in this chapter or in 14 CCR, Division 7, Article 12 requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

Effective Date

“Effective Date” means the date on which the latter of the two Parties signs the Agreement and the date on which Contractor may begin to take actions and incur costs in preparation to provide Collection, Processing, and Disposal services required by this Agreement.

Electronic Waste

“Electronic Waste” (E-Waste) means discarded electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPU’s), laptop computers, external computer hard drives, computer keyboards, computer mice, computer printers, DVD and VCR players.

Enforcement Action

“Enforcement action” means an action of the town to address non-compliance with this article including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

Environmental Laws

“Environmental Laws” means all federal and state statutes, County, local and Town ordinances concerning public health, safety and the environment including, by way of example and not limitation, the Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated there under.

Extra Services

“Extra Services” means services provided by Contractor beyond the standard subscribed services to customers.

Facility/Facilities

“Facility/Facilities” means any plant or site, owned or leased and maintained, operated or used by Contractor or the Town for purposes of performing Contractor’s obligations under this Agreement.

Fiscal Year

“Fiscal Year” means the same as calendar year (January 1 through December 31).

Food Recovery

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

Food Recovery Organization

“Food Recovery Organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,

3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A food recovery organization is not a commercial edible food generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Article 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for food recovery organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

Food Recovery Service

“Food Recovery Service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A food recovery service is not a commercial edible food generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Article 12 pursuant to 14 CCR Section 18982(a)(7).

Franchise

“Franchise” means the special right granted by the Town for the Collection of Solid Waste, Recyclable Materials, and Organic Waste within the Service Area, the transportation of such material to appropriate places of processing, Recycling, Composting and/or Disposal, and the Processing of Recyclable Materials.

Franchise Fee

“Franchise Fee” means the fee paid by Contractor to the Town as rental for the use of Town property, including, without limitation, the Town streets.

Franchised Services

“Franchised Services” means the Collection of Solid Waste, Recyclable Materials and Organic Waste within the Service Area, the transportation of such material to appropriate places of processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable Materials and Organic Waste.

Full Regulatory Compliance

“Full Regulatory Compliance” means compliance with all applicable permits for a Facility such that the Contractor will at all time maintain the ability to fully comply with its obligations under this Agreement.

Garbage

“Garbage” means putrescible animal, fish, food, fowl, fruit or vegetable matter, or any form thereof, resulting from the preparation, storage, handling, or consumption of such substances.

Generator

“Generator” means any person as defined by the Public Resources Code, whose act or process produced Solid Waste, Recyclable Materials, or Organic Waste as defined in the

Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

Gross Revenues

"Gross Revenues" means any and all revenue or compensation in any form to Contractor or other Affiliates of Contractor, for services performed pursuant to this Agreement, determined in accordance with Generally Accepted Accounting Principles, including, but not limited to, service recipient fees for Collection of Solid Waste, Recyclable Materials and Organic Waste within the Service Area, the transportation of such material to appropriate places of processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable Materials and Organic Waste without subtracting Franchise Fees or any other cost of doing business.

Gross Revenues Collected

"Gross Revenues Collected" means cash receipts collected by the Contractor for the Collection of Solid Waste, Recyclable Materials, and Organic Waste within the Service Area, the transportation of such material to appropriate places of processing, Recycling, Composting and/or Disposal, and the Processing of Recyclable Materials, without subtracting Franchise Fees or any other cost of doing business.

Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated there under to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local Environmental Laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

Hazardous Waste

"Hazardous Waste" means all MSW defined or characterized as hazardous waste by the Federal Solid Waste Disposal Act, as amended, including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.) and all future amendments thereto, or regulations promulgated thereunder; all MSW defined or characterized as hazardous waste by the principal agencies of the state (including without limitation the department of health services and the California Integrated Waste Management Board) having jurisdiction over hazardous waste generated by facilities with the state, and pursuant to

any applicable state or local law or ordinance, and all future amendments thereto, or regulations promulgated thereunder, including without limitation the California Integrated Solid Waste Management Act of 1989; radioactive wastes; any sewage sludge or other residue from wastewater treatment facilities; those substances or items which require special or extraordinary handling or disposal due to their hazardous, harmful, toxic or dangerous character or quality; and those substances and items which are not normally disposed of by generally accepted sanitary landfill disposal methods.

Household Hazardous Waste

“Household Hazardous Waste” means Hazardous Waste generated at Residential Premises within the Service Area.

Inspection

“Inspection” means an action or site visit where the town reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of MSW, recyclable material, organic waste, or edible food handling to determine if the entity is complying with requirements set forth in this chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

Materials Recovery Facility (MRF)

“Materials Recovery Facility” means a permitted Facility where Solid Waste, Recyclable Materials, or Organic Waste are sorted or separated for the purposes recovering reusable or Recyclable Materials.

Missed Pick-up

“Missed Pick-up” means failure of Contractor to pick up Solid Waste, Recyclable Materials, and/or Organic Waste that has been set out by the customer at the time, at the weight, in the volume, in the proper container, with the lawful contents in accordance with this Agreement, and at the prescribed level of service, as mutually agreed upon by the customer and Contractor.

Multi-Family Complex

“Multi-Family Complex” means a residential premises with five (5) or more dwelling units. Multi-family premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses.

Municipal Solid Waste/MSW

“Municipal Solid Waste” or “MSW” means all fractions of discarded putrescible and non-putrescible solid, semi-solid and liquid wastes, including trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-MSWs, and other discarded substances or materials. MSW does not include:

- A. Hazardous waste, as defined in the State Public Resources Code Section 40141.

- 1 B. Low-level radioactive waste regulated pursuant to the State Radiation Control
2 Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the
3 State Health and Safety Code).
- 4 C. Untreated medical waste which is regulated pursuant to the State Medical Waste
5 Management Act (Part 14 (commencing with Section 117600) of Division 104 of
6 the State Health and Safety Code). Untreated medical waste shall not be disposed
7 of in a MSW landfill, as defined in State Public Resources Code Section 40195.1.
8 Medical waste that has been treated and deemed to be MSW shall be regulated
9 pursuant to Division 30 of the State Public Resources Code.
- 10 D. Recyclable materials which have been source or type-separated from other waste
11 material.

12 **Occupant**

13 "Occupant" means the Person who occupies a Premises.

14 **Operating Expenses**

15 "Operating Expenses" means all of Contractor's direct costs which are necessary to
16 perform the services under the Agreement including, but not limited to, labor, equipment,
17 materials and supplies, fuel, insurance, depreciation, and taxes and general and
18 administrative overhead.

19 **Operating Ratio**

20 "Operating Ratio" means 90.5% (.905).

21 **Operating Ratio Quotient**

22 "Operating Ratio Quotient" means the quotient resulting from the total Operating
23 Expenses over the Operating Ratio. By way of example if Operating Expenses total
24 \$1,900,000 then the Operating Ratio Quotient is \$2,099,447.50. ($1,900,000 / .905 =$
25 $2,099,447.50$).

26 **Organic Waste**

27 "Organic Waste" means MSWs containing material originated from living organisms and
28 their metabolic waste products, including but not limited to food, green material,
29 landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products,
30 printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise
31 defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR
32 Section 18982(a).

33 **Other Fees**

34 "Other Fees" means fees paid by the Contractor at the direction of the Town, including but
35 not limited to, a Vehicle Impact Fee.

Owner (Ownership)

“Owner” means the legal owner of real property; and as used in this chapter the singular shall include the plural, and shall include an individual, a firm, an association, a corporation, a partnership and the lessees, trustees, agents, employees, servants and representatives of any such owner. Proof of the assessment of any real property, the subject of this chapter, to any person or legal entity on the official assessor's rolls shall constitute prima facie evidence that such person or legal entity to whom such property is so assessed is the legal owner thereof.

Party (Parties)

“Party” refers to the Town and Contractor, individually or together (Parties).

Pass-Through Costs

“Pass-Through Costs” means those costs that, under the Agreement, Contractor is obligated to pay without markup or profit and includes: disposal and processing fees, depreciation, interest paid on debt and costs associated with complying with current or then existing laws or regulations of any governing jurisdiction.

Person

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Butte, towns, cities, or special purpose districts.

Premises

“Premises” means any land, or building in Service Area where Solid Waste, Recyclable Materials or Organic Waste is generated or accumulated.

Processing

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

Processing Facility (site)

“Processing Facility” means a permitted Facility where Organic Waste or Recyclable Materials are processed for reuse, recycling, composting, mulching, transformation or purpose other than Disposal.

Rates

“Rates” means the unit to be charged customers by Contractor for providing the Collection of Solid Waste, Recyclable Materials, and Organic Waste within the Service Area, the transportation of such material to appropriate places of processing, Recycling, Composting and/or Disposal, and the Processing of Recyclable Materials. Rates may be adjusted time to time in accordance with this Agreement.

Rate Year

“Rate Year” means the twelve-month period, commencing July 1, of one year and concluding June 30 of the same year, for which Contractor compensation is calculated.

Recyclable Materials

"Recyclable Materials" means material which otherwise would become or be treated as MSW but which, by means of a process of collecting, sorting, cleansing, treating and reconstructing, may be returned to the economic mainstream in the form of finished or source material for new, reused or reconstituted products, which may be used in the marketplace. "Recyclable materials" includes paper, books, magazines, cardboard, box board, plastic, metal, glass, and other similar materials authorized by the town for collection by the authorized contractor.

Recycling

"Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting discarded materials which meet the quality standards necessary to be re-used, remanufactured or processed. The Collection, transportation or Disposal of Solid Waste not intended for, or capable of, reuse is not Recycling.

Related Party Entity

"Related Party Entity" means any Affiliate which has financial transactions with Contractor pertaining to this Agreement.

Residential

"Residential" shall mean of, from, or pertaining to a Single-Family or Multi-Family Dwellings and Premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, cooperative apartments, and yacht harbors and marinas where residents live aboard boats.

Residential Property

"Residential Property" means property used for residential purposes.

Revenue Requirement

"Revenue Requirement" means the sum of the Operating Ratio Quotient *plus* the Pass-Through Costs.

Revenue Shortfall or Revenue Overage

"Revenue Shortfall or Revenue Overage" means (for any Rate Year) the deficit, if any, of the Revenue Requirement *less* the Gross Revenues Collected; and "Revenue Overage" shall mean (for any Fiscal Year) the surplus, if any, of the Gross Revenues Collected *less* the Revenue Requirement.

Route Review

"Route Review" means a visual inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection

methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

SB 1383

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Article 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

SB 1383 Regulations

“SB 1383 Regulations” means or refers to, for the purposes of this Agreement, the short-lived climate pollutants: organic waste reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Article 12 and amended portions of regulations of 14 CCR and 27 CCR.

Service Area

“Service Area” means that territory within the Town of Paradise with respect to which the Town exercises franchising authority for the Collection of Solid Waste, Recyclable Materials and Yard, the transportation of such material to appropriate places of processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable Materials and Organic Waste which territory is shown on a map on file in the office of the Town Administrator, to which reference is hereby made for the description of said area.

Service Suspension

“Service Suspension” means an option for a residential customer to elect to stop service for an extended period of time due to Premises being vacant. Absent period must be greater than four (4) weeks and may only occur two times per year.

Single Family Dwellings

“Single Family Dwellings” means each Premises used for or designated as a single family residential dwelling, including each unit of a duplex, triplex or townhouse condominium in all cases in which there is separate or individual Solid Waste, Recyclable Materials, and Organic Waste Collection are provided separately to each dwelling unit.

Solid Waste

“Solid Waste” means all putrescible and non-putrescible solid, semisolid, and liquid wastes, as defined in California Public Resources Code §40191, as that section may be amended from time to time. For the purposes of this Agreement, “Solid Waste” does not include abandoned vehicles and parts thereof, Hazardous Waste or low-level radioactive waste, medical waste, Recyclable Materials, or Organic Waste.

1 **Solid Waste Committee**

2 “Solid Waste Committee” means two Town council members and the Town Manager or his/her
3 designee.
4

5 **State**

6 “State” means the State of California.

7 **Source Separated**

8 “Source Separated” means materials, including commingled recyclable materials, that
9 have been separated or kept separate from the MSW stream, at the point of generation, for
10 the purpose of additional sorting or processing those materials for recycling or reuse in
11 order to return them to the economic mainstream in the form of raw material for new,
12 reused, or reconstituted products, which meet the quality standards necessary to be used
13 in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the
14 purposes of this chapter, source separated shall include separation of materials by the
15 generator, property owner, property owner's employee, property manager, or property
16 manager's employee into different containers for the purpose of collection such that source
17 separated materials are separated from gray container waste or other MSW for the
18 purposes of collection and processing.

19 **Term**

20 “Term” means the time period of this Agreement.

21 **Town**

22 “Town” means the Town of Paradise a municipal corporation of the State of California,
23 and all the territory lying within the municipal boundaries of the Town as presently
24 existing or as such boundaries may be modified, named a party to this Agreement.

25 **Town Administrator**

26 “Town Administrator” means the Town Manager or his or her designee.

27 **Transfer Station**

28 “Transfer Station” means a Facility primarily used for the purpose of transferring Solid
29 Waste from collection vehicles to transfer vehicles (but which may include recovery
30 attributes) to more efficiently transport said Solid Waste to its ultimate Disposal Site.

31 **Universal Waste**

32 “Universal Waste” means Universal Waste as defined in California Code of Regulations
33 Title 22, Division 4.5, Ch 11, Article 1, §66261.9. Included in the definition are, but are not
34 limited to, common household batteries, fluorescent tubes and bulbs and other mercury-
35 containing lamps, thermostats, electronic devises, electrical switches and relays, pilot light
36 sensors, mercury gauges, mercury-added novelties, mercury thermostats and non-empty
37 aerosol cans that contained hazardous materials.
38

1 **Waste Generator**

2 “Waste Generator” means any Person, whose act or process produced Solid Waste, or
3 whose act first causes Solid Waste to become subject to regulation.

4 **Yard Waste**

5 “Yard Waste” means a subset of organic Recyclable Materials consisting of grass cuttings,
6 weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not
7 more than six (6) inches in diameter) and four (4) feet in length, and similar materials
8 generated at Premises within the Service Area, separated and set out for Collection,
9 processing, and Recycling. Yard Waste does not include materials not normally produced
10 from farms, gardens or landscapes, such as, but not limited to, brick, rock, gravel, large
11 quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood or
12 wood products. Diseased plants and trees are also excluded from Yard Waste.

13

EXHIBIT B

**Town Facilities /
Special Events**

Exhibit B

TOWN FACILITIES / SPECIAL EVENTS

Town of Paradise Facilities/ Locations and Service Levels		
Facility	Location	Service Level
Fire Station No. 81 & Police Station	767 Birch Street / 5595 Black Olive Dr	3-yd Container, Recycling and Organic Waste Carts
Fire Station No. 82	5545 South Libby Road	2-yd Container, Recycling and Organic Waste Carts
Fire Station No. 83	1250 Wagstaff Road; or at CDF facility - Forest Service Road	2-yd Container, Recycling and Organic Waste Carts
Building Resiliency Center	6295 Skyway	2-yd Container and Recycling
Town Hall	5555 Skyway	Trash, Recycling, & Organic Waste Carts, & 2-yd Cardboard bin
Paradise Animal Shelter & Town Public Works Yard	925 American Way	2-yd Container, Recycling and Organic Waste Cards
Paradise Community Park	NE corner of Black Olive Drive & Pearson Road intersection	Roll Carts and/or Fixed Small Containers
Paradise Memorial Trailway	Locations (3 or 4) along trailway (near public road intersections)	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Town Hall building	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Terry Ashe Recreation Center, 6626 Skyway	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Les Schwab Tire Store	Roll Carts and/or Fixed Small Containers
Bus Stop	Clark Road in front of Paradise Plaza shopping center	Roll Carts and/or Fixed Small Containers
Bus Stop	Bank building near Clark Road & Wagstaff Road intersection	Roll Carts and/or Fixed Small Containers

Special Events

Johnny Appleseed Days
Gold Nugget Days
Chocolate Festival
Party in the Park

EXHIBIT C

Contractor Public Education Plan

Public Education Plan

Public Education Programs

Northern Recycling will educate the public on our comprehensive services, as well as provide information about increased recycling options and resources. This public education will be accomplished through direct contact with customers, effective marketing and PR materials, advertising in the local media, involvement in community events, and diverse recycling activities. Northern Recycling will offer expanded recycling programs -from curbside single-stream collection to increased source-separated debris box options.

Northern Recycling's public education will include:

- Informational brochure and other outreach materials
- Expanded, single-stream recycling educational information and outreach
- Quarterly Northern Recycling newsletter
- Outreach to residential customers through mailings, advertising, and community events
- Direct outreach to all commercial and multi-family accounts
- Recycling educational programs and tours
- Organic waste education and composting classes
- Hazardous waste/universal waste recycling management plan
- Information about the expanded source-separated debris box collection
- School presentations and tours

The combination of these methods will dramatically increase diversion in Paradise/Butte County, as well as provide comprehensive information about all of Northern Recycling's services. We fully expect that curbside recycling collection, expanded business outreach and recycling, organic waste collection, and increased source-separated debris box service will push diversion rates past 50 percent.

Northern Recycling will use a variety of public outreach methods to assure that all residents and businesses receive *all* the information about the service change and new recycling options.

Northern Recycling will begin advertising, attending community events, distributing literature, and mailing service information immediately after the awarding of the service contract. This comprehensive public education program will continue through the entire transition process.

Public education materials distributed will include:

- Quarterly newsletter
- Direct mailings

- Brochures
- Billing inserts
- Recycling posters
- Recycling stickers
- Community mailing advertisements
- Newspaper advertisements
- Social media advertising
- Presentations
- informational booths at community events

Presentations

Northern Recycling will conduct recycling outreach and public education presentations at various community events, schools, businesses, and more. Northern Recycling will build on already established presentation plans and experience, and conduct fruitful outreach to the Paradise/Butte County community. Northern Recycling will work with the Town and County to identify community groups and will contact the community groups directly to schedule presentations. Service information and recycling outreach will be given at the presentations, questions will be fielded, and various informational brochures and handouts will be distributed. Northern Recycling will continue to contact groups and businesses regarding presentations, as well as granting any presentation requests from the public. Additionally, Northern Recycling will work with schools and teachers to conduct recycling education and tours with student groups. Informational materials will be continuously created and updated in order to provide the most effective information to the public.

Participation at Town/County Events

Northern Recycling will provide informational materials and face-to-face education and support at the Fourth of July Street Fair, Johnny Appleseed Days, and ongoing community events.

Northern Recycling will work with the Town and County to provide public outreach and MSW, Recycling, and organic waste collection services and Town and County public events. Additionally, Northern Recycling will have a comprehensive special event-recycling program that provides waste and recycling consulting and MSW, recycling, and organic waste services to all special events, fairs, and festivals. Northern Recycling will work with event producers, vendors, and the general public to divert a significant amount of special event waste and educate the public on waste reuse, reduction, and recycling. This will include a pilot program for food waste collection at certain, qualifying events.

Northern Recycling will also organize several community events, including a free electronic waste drop-off event, a household hazardous waste collection event, a bulky item collection event, and an organic waste collection and composting event. All events will be advertised through the quarterly newsletter, billing inserts, and

other advertising mediums. Northern Recycling will work together with the Town and County to organize successful events and to promote the year-round drop off options at the hazardous waste facility. Northern Recycling will provide service and support for additional community cleanup events throughout the year.

Recycling Outreach and Waste Audits

Northern Recycling will conduct recycling outreach in order to increase recycling rates, decrease contamination, and educate the public on all facets of the recycling program. This will include information about our collection services, as well as expanded information about reduction, reuse, and recycling options. Outreach materials will be designed and distributed to residents, multi-family accounts, and commercial businesses.

Northern Recycling will conduct site visits of commercial businesses which will include service level recommendations and tips on increased recycling. Businesses will always be encouraged to increase recycling as a money saving initiative. Northern Recycling will provide personalized service in order to maximize recycling rates at these businesses. Northern Recycling will continue to visit at least 20 percent of the commercial and multi-family accounts annually and conduct waste audits. Northern Recycling will also conduct on-site assessments and trainings for any business upon request. This service will be announced through billing inserts, the newsletter, and other outreach. Northern Recycling will partner with the Paradise Ridge Chamber of Commerce and other business groups to connect with all area businesses.

Additionally, Northern Recycling will education the public and businesses about the recycling and cost saving benefits of source-separated debris boxes. This information will be distributed through the quarterly newsletter, billing inserts, brochures, and other outreach

EXHIBIT D

Payments to Town

EXHIBIT D

PAYMENTS BY CONTRATOR

1. Franchise Fees

Contractor shall pay a monthly Franchise Fee using the following %'s:

Town of Paradise	7%
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EXHIBIT E

**Rate Adjustment
Methodology**

Exhibit E

RATE ADJUSTMENT METHODOLOGY

General

Pursuant to Section 6.02(B), the Solid Waste Collection Rate shall be adjusted on an annual basis, as follows:

1. On or before June 1 of each Rate Year the Contractor will calculate for the Rate Year ending June 30:
 - a. The Total Operating Expenses;
 - b. The Total Pass-Through Costs;
 - c. The Gross Revenues Collected; and
 - d. The Revenue Requirement (equal to the Operating Ratio Quotient *plus* the Pass-Through Costs).
2. To the extent that the Revenue Requirement exceeds the Gross Revenues Collected then such amounts shall be included in the total Revenue Shortfall for such Rate Year and shall be *added* to the Cumulative Revenue Shortfall. To the extent that Gross Revenues exceeds the Revenue Requirement then such amounts shall be included in the total Revenue Overage and shall be credited against any Cumulative Revenue Shortfall OR added to the Cumulative Revenue Overage.
3. The Contractor shall provide a Notice of Rate Adjustment based on the calculations contained in 1 and 2 above. The Notice of Rate Adjustment shall set the Monthly Collection Rate Adjustment for the following Rate Year provided, however, that in no event shall any annual increase exceed the Rate Caps as described in Section 6.03(B) and restated as:

2024 through 2027 – 8% per annum
2028 through 2032 – 5% per annum
2033 through 2040 – 2.5% per annum

The calculation of rates contained in the Notice of Rate Adjustment shall assume that any Cumulative Revenue Shortfall be recaptured and paid to the Contractor over a period of ten (10) years. If there exists fewer than ten (10) years in the remaining term of this Agreement, then the Notice of Rate Adjustment for such years shall assume that any Cumulative Revenue Shortfall be repaid during the remaining term of the Agreement.

In addition to the annual rate adjustments and in conformance with the terms of Exhibit H (SB 1383 Compliance Programs), the Rate Schedule shall further be adjusted as follows when collection of Mixed Organics from Commercial and Residential Generators has commenced:

10.45% increase over standard Residential rates
41.29% increase over standard Commercial rates

Figure 1 includes a format and example of calculating the Cumulate Revenue Shortfall or Overage along with the calculation of Operating Ratio and Operating Ratio Quotient.

Notice of Rate Adjustment Requirements

In submitting its Notice of Rate Adjustment for the Solid Waste Collection Rate Schedule the Contractor is required to provide the following information:

- The Total Operating Expenses;
- The Total Pass-Through Costs;
- The Gross Revenues Collected;
- The Revenue Requirement (equal to the Operating Ratio Quotient *plus* the Pass-Through Costs);
- Documentation of any Cumulative Revenue Shortfall or Cumulative Revenue Overage;
- Proposed Rate;
- Copies of the current Residential, Commercial and Debris Box Collection Rate Schedule.

Figure 1
FORMAT FOR CALCULATING THE CUMULATIVE
REVENUE SHORTFALL OR OVERAGE

NORTHERN RECYCLING & WASTE SERVICES, LLC		
TOWN OF PARADISE FRANCHISE		
NEW RATE METHODOLOGY		
		YEAR
Operating Expenses		\$ 1,731,393
Operating ratio	0.905	\$ 1,913,141
Pass-through Costs:		
Disposal & Processing		\$ 340,117
Franchise Fee		\$ 125,658
Depreciation		\$ 136,549
Interest		\$ 71,126
Total		\$ 673,450
Revenue requirement		\$ 2,586,591
PY Shortfall or (Overage) (10%)		
Revenue requirement - Adjusted		\$ 2,586,591
Net revenue		\$ 1,748,833
Revenue shortfall/(overage)		\$ 837,758
Rate increase (decrease)		47.9%
Revenue shortfall/(overage) incl PY shortfall		\$ 837,758
Rate increase - adjusted		47.9%
Cumulative revenue under/over collected		\$ -

EXHIBIT F

**Solid Waste Collection
Rate Schedule**

Town of Paradise
Exhibit F
Solid Waste Collection Rates
July 1, 2024

Residential (includes solid waste, recycling and yard waste)

35-gallon – Care Rate*	\$ 29.49
35-gallon	\$ 33.66
65-gallon	\$ 43.76
95-gallon	\$ 48.83

* Service recipient must show proof annually of participation in PG&E’s Care Program at the same service location.

Commercial carts

35-gallon	\$ 35.07
35-gallon Multi-Family	\$ 29.49
65-gallon	\$ 47.87
95-gallon	\$ 65.15
2ea. 95-gallon	\$ 108.77

Commercial – 1 Yard

1 p/u per week	\$109.72
2 p/u per week	\$169.55
3 p/u per week	\$228.86
4 p/u per week	\$288.72
5 p/u per week	\$347.39
6 p/u per week	\$406.80

Commercial – 1.5 Yards

1 p/u per week	\$132.55
2 p/u per week	\$208.40
3 p/u per week	\$268.74
4 p/u per week	\$348.80
5 p/u per week	\$414.85
6 p/u per week	\$472.58

Commercial – 2 Yards

1 p/u per week	\$149.97
2 p/u per week	\$255.05
3 p/u per week	\$341.71
4 p/u per week	\$418.04
5 p/u per week	\$499.54
6 p/u per week	\$585.87

Commercial – 3 Yards

1 p/u per week	\$185.16
2 p/u per week	\$309.60
3 p/u per week	\$434.59

Town of Paradise
Exhibit F
Solid Waste Collection Rates
July 1, 2024

4 p/u per week	\$568.99
5 p/u per week	\$670.49
6 p/u per week	\$789.12

Commercial – 4 Yards

1 p/u per week	\$228.42
2 p/u per week	\$389.36
3 p/u per week	\$546.20
4 p/u per week	\$713.79
5 p/u per week	\$875.23
6 p/u per week	\$1,036.55

Commercial – 6 Yards

1 p/u per week	\$267.70
2 p/u per week	\$498.74
3 p/u per week	\$719.49
4 p/u per week	\$929.85
5 p/u per week	\$1,140.23
6 p/u per week	\$1,360.97

Insta-bins

4 yards	\$167.75
6 yards	\$211.94

All commercial customers will be charged an additional \$4.35 per month to support the Town's Vegetative Waste Facility.

Debris Box – Haul Charge Only. Disposal will be added based upon the current tip fee at Neal Road Landfill or authorized dump site.

Open top:

10 cubic yards	\$364.15/per pull
20 cubic yards	\$364.15/per pull
30 cubic yards	\$364.15/per pull
40 cubic yards	\$364.15/per pull

Closed top & Compactor:

10 cubic yards	\$394.38/per pull
20 cubic yards	\$394.38/per pull
30 cubic yards	\$394.38/per pull
40 cubic yards	\$394.38/per pull

Town of Paradise
Exhibit F
Solid Waste Collection Rates
July 1, 2024

Special Charges:

Extra Pickup on-route (30-gallon bag or box)	\$5.00 each item or \$15.00 per yard
Extra Pickup off-route residential Cart	\$33.00 per container
Extra Pickup off-route commercial Bin	\$33.00 per yard
Bulky Item flatbed pickup (Small to Medium Non-freon)	\$33.00 (1 st item) \$15.00 each after
Bulky Item flatbed pickup (Large Non-freon)	\$45.00 (1 st item) \$25.00 each after
Bulky Item flatbed pickup (freon containing)	\$75.00 (1 st item) \$45.00 each after
Lock / Enclosure Service	\$2.50 per service per month
Lock Sale & delivery (Customer provided combo only)	\$35.00 each
Container Push out Charge (0-10 feet no fee)	\$5.00 per month / X every 10 feet
Cart Exchange / Cleaning	\$45.00 each container
1-6 yard Bin Exchange / Cleaning	\$90.00 each container
Cut-Off / Re-Establish service container re-delivery	\$35.00 each container
Overage Cart (over lid top by 10" with photo)	\$8.00 each container per occurrence
Overage 1–6-yard bin (over lid top by 10" with photo)	\$25.00 per yard
Weight Overage exceeding 300 lbs. per Yard	Current tip rate per ton
Additional Recycle or Organics Cart (must retain 6 months min.)	\$9.00 per cart
Additional Debris box & Insta-Bin days (\$250.00 per mo. Max.)	\$15.00 per day per container
Contamination Fee (Exceeding 10% after two written warnings)	\$35.00 each occurrence
Container Damage / Replacement or loss caused by customer	\$75.00 per cart / \$350 per yard (1-6 yd)
Walk in residential (No annual medical Waiver)	5 - 100 feet \$25.00 per month
	101- 200 feet \$50.00 per month
	201' – beyond negotiated collection location

Consideration due to additional collection costs and fluctuating recycling markets:

Commercial Bin Recycling 1-6 yard: 40% or 50% MSW collection rates

EXHIBIT G

Notary Certification

NOTARY CERTIFICATION

STATE OF CALIFORNIA

COUNTY OF _____ ss:

On _____, _____, before me, the undersigned, a Notary Public in and for the State of California, Personally appeared _____, known to me to be the _____ of Contractor that executed the within instrument on behalf of the Contractor therein named, and acknowledged to me that such Contractor executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of _____ this _____ day of _____, _____.

Notary Public

My Commission Expires:

EXHIBIT H

SB 1383 Compliance Programs

SB 1383 Compliance Programs

To support the Town in complying with regulations under SB 1383, Contractor shall implement the programs identified in this Exhibit H. These programs are designed to meet the implementation and education requirements of SB 1383 and help the Town achieve annual diversion requirements set by CalRecycle. The Town's actual annual diversion rate depends on participation of businesses, residents, their respective adherence to program requirements and local code, the Town's enforcement of applicable codes, and the Town's implementation of other programs outside the scope of this Agreement. Accordingly, the Town shall amend or update the Town code to incorporate requirements necessary for the implementation of these programs.

1. Collection Requirements and Container Labeling

Collection of Mixed Organics from Commercial and Residential Generators shall commence at such time as an organic waste transload facility is operational at the Neal Road Recycling & Waste Facility or by **September 1, 2024**, whichever comes first.

Contractor shall provide a 3-container collection program for Solid Waste, Recyclables, and Mixed Organics. Collection containers shall be Grey (MSW), Blue (Recyclables), and Green (Organic Waste). Hardware such as hinges and wheels may be different colors.

New containers or lids placed by the Contractor shall include language or graphic images, or both, that indicate the primary materials accepted and primary materials prohibited in that container. Labels shall clearly indicate items that are prohibited container contaminants for each container.

2. Education and Outreach

To promote public education about recycling and organics requirements, Contractor shall create public education materials and conduct education programs and activities described in this Section.

Annual Notice: Contractor shall prepare and distribute to each Generator in the Town a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website.

Instructional Service Guide: Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays.

Property Owners and Businesses: Contractor shall annually provide Property Owners and Commercial Business owners with public education materials in electronic format for their distribution to all employees, contractors, tenants, and Customers of the properties and businesses. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirements of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

Technical Assistance Program: Contractor shall provide ongoing technical assistance for Commercial and Multi-family generators that are required to participate in source separated recycling under applicable laws including AB 341, AB 1826, and SB 1383 and corresponding regulations. Technical assistance may include on-site training, instructional guides, printed or electronic materials and other resources that satisfy regulation requirements.

Contamination Monitoring: Contractor shall perform daily contamination inspections by utilizing on-board monitoring systems or physical container inspections. For physical container inspections, Contractor's personnel shall lift the Container lid and observe the contents. For Collection vehicles equipped with a video camera and monitoring system, Contractor's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle.

Contamination Notices: If Prohibited Container Contaminants exceed ten (10) percent in a Single-Stream Recyclable Materials Container or an Organic Materials Container, Contractor shall work with the Customer or on-site property manager to reduce Contamination. Drivers of Collection trucks shall take pictures of loads exceeding the ten (10) percent Contamination limit. Contractor shall record Contamination incidents on Customer accounts to include date of incident, record of picture taken, and type of Contamination.

Upon identification of Prohibited Container Contaminants in a Customer's Container Contractor shall place a written notice on each contaminated container or gate or door of the Premises; and send Customers a letter stating date and nature of

Contamination and shall include a copy of the picture(s). The notice and letter shall be pre-approved by the Town. Notices and letters shall also include actions that may be taken by Customers to correct the identified problem and a telephone number to contact to arrange for Collection. Contractor shall Collect within twenty-four (24) hours, once the reason or reasons for initial non-Collection are cured. Contractor shall provide a quarterly list of accounts receiving a Contamination notice to the Town for follow-up. Contractor shall charge for three or more Contamination incidents after Customer receives two written warnings for Contamination within one calendar year at a Contamination Processing Fee established by the Town.

Contractor will coordinate with the Town to develop procedures regarding alleged violations of these recycling programs.

3. Procurement

At Town option, Contractor agrees to provide the Town with any available procurement credits from renewable fuel purchases used by vehicles within the Town.

4. Commercial and Multi-Family Waivers

A. General

The Town may grant waivers described in this Section to Commercial Customers or Multi-Family Residential Customers that impact the scope of Contractor's provision of service for those Customers; provided, the Generator shall continue to subscribe with Contractor for franchised Collection services to the extent such services are not waived by the Town. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the Town.

B. Minimis Waivers

The Town may waive a Commercial Customer or Multi-Family Residential Customer's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements set forth in this Agreement, SB 1383, and of the Town Code if the Customer provides documentation or the Town has evidence demonstrating one of the following de minimis conditions:

1. The Commercial Customer or Multi-Family Residential Customer's total Discarded Materials Collection service is two (2) cubic yards or more per week, and Organic Waste subject to Collection in an Organic Materials Container comprises less than twenty (20) gallons per week, per applicable Container, of the Customer's total waste; or,

2. The Commercial Customer or Multi-Family Residential Customer's total Discarded Materials Collection service is less than two (2) cubic yards per week, and Organic Waste subject to Collection in an Organic Materials Container comprises less than ten (10) gallons per week, per applicable Container, of the Customer's total waste.

C. Space Waivers

The Town may waive a Commercial Customer or Multi-Family Residential Customer's obligation to comply with some or all of the Solid Waste, Recycling and Organic Waste Collection service requirements if the Town has evidence from its own staff, Contractor, a licensed architect, or a licensed engineer demonstrating that the Customer's Premises lacks adequate space for the Collection Containers required for compliance with such requirements.

A Commercial Customer or Multi-Family Residential Customer may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of Collection services for which they are requesting a compliance waiver.
2. Provide documentation that the Premises lacks adequate space for one or more Containers, including documentation from Contractor, a licensed architect, or a licensed engineer.
3. Provide written verification to the Town that it is still eligible for a physical space waiver every five (5) years if the Town has approved a previous application for a physical space waiver.

Contractor shall provide the Town with required generator information on services and activity that is needed as part of the waiver application. Contractor may also assist generators with waiver applications or submit on their behalf.

5. Edible Food Recovery

Contractor shall provide the Town with necessary data and reporting to determine which customers are considered Tier 1 and Tier 2 commercial edible food generators.

At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

- Information about the Town's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery

Services operating within the Town, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,

- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

6. Reporting

Contractor will provide the data and/or prepare reports required to meet SB 1383 requirements which includes, but is not limited to:

- The number of generators that receive organic waste collection service;
- The number of route reviews conducted for prohibited container contaminants;
- The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants;
- The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews; and,
- The number of commercial edible food generators located within the jurisdiction.

AMENDED AND RESTATED
FRANCHISE AGREEMENT

BETWEEN

THE TOWN OF PARADISE

AND

NORTHERN RECYCLING AND WASTE SERVICES, LLC
FOR

SOLID WASTE, RECYCLABLE MATERIALS, AND
YARD WASTE COLLECTION, PROCESSING, AND
DISPOSAL SERVICES

* * * * *

April 30, 2017

**FRANCHISE AGREEMENT
BETWEEN**

**THE TOWN OF PARADISE
AND
NORTHERN RECYCLING AND WASTE SERVICES, LLC
FOR
SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE
COLLECTION, PROCESSING AND DISPOSAL SERVICES**

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AMENDED AND RESTATED AGREEMENT
FOR

SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE
COLLECTION, PROCESSING AND DISPOSAL SERVICES

This AMENDED AND RESTATED AGREEMENT ("Agreement") is made as of this 30th day of April 2017, by and between the TOWN OF PARADISE, a municipal corporation, (hereinafter referred to as the "Town") and Northern Recycling and Waste Services, LLC, a California Limited Liability Company (hereinafter referred to as "Contractor").

RECITALS:

Whereas; the Legislature of the State of California, by enactment of Assembly Bill 939 of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdiction; and,

Whereas; the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the Act, directed the responsible state agency, and all local agencies, to promote landfill diversion and to maximize the use of feasible waste reduction, Recycling and composting options in order to reduce the amount of Solid Waste that must be disposed of in landfills; and,

Whereas; pursuant to California Public Resources Code Section 40059(a)(2), the Town has determined that the public health, safety, and well-being require that a franchise agreement be awarded to a qualified contractor for the Collection of Solid Waste, Recyclable Materials, and Yard Waste, and other services related to meeting the diversion goals, and other requirements of the California Act; and,

Whereas; the Town declares its intention of maintaining reasonable rates and quality service related to the Collection of Solid Waste, Recyclable Materials, and Yard Waste, the transportation of such material to appropriate places of processing, Recycling, Composting, and/or Disposal, and the Processing of Recyclable Materials and Yard Waste and other services; and,

Whereas; the Contractor has submitted a plan to provide Solid Waste, Recyclable Materials, and Yard Waste programs at reasonable costs to the ratepayers of the Town and the Town has elected to enter into this Agreement based on the advantages of that plan; and,

46
47 **Whereas;** the Town desires to continue the Agreement with Contractor based on the
48 strength of its plan to provide the desired services and the ability of those services to meet
49 the Town's diversion goals and comply with the requirements of the Act; and,
50

51 **Whereas;** Contractor agrees to and acknowledges that it shall arrange for the proper
52 Disposal of all Solid Waste collected in the Town's Service Area and the Town is not
53 instructing Contractor how to Collect, transport, process and / or Dispose of Solid Waste,
54 Recyclable Materials, and Yard Waste; and,
55

56 **Whereas;** Town and Contractor desire to leave no doubts as to their respective roles, and
57 that by entering into this Agreement, the Town is not thereby becoming a "generator" or
58 "arranger" as those terms are used in CERCLA 107 (a)(3), and that it is Contractor, not the
59 Town, which is "arranging for" the Collection of Solid Waste, Recyclable Materials, and
60 Yard Waste, the transportation of such material to appropriate places of processing,
61 Recycling, Composting, and/or Disposal, and the Processing of Recyclable Materials and
62 Yard Waste; and,
63

64 **Whereas;** this Agreement has been developed by and is satisfactory to the parties.
65

66 **NOW, THEREFORE,** in consideration of the mutual promises, covenants, and conditions
67 contained in this Agreement and for other good and valuable consideration, the parties
68 agree as follows:
69

70 **ARTICLE 1**
71 **DEFINITIONS**
72

73 Unless the context otherwise requires, capitalized terms used in this Agreement will have
74 the meanings specified in Exhibit A to this Agreement, which is attached hereto and
75 incorporated by reference.
76

77 **ARTICLE 2**
78 **GRANT AND ACCEPTANCE OF AGREEMENT**
79

80 **2.01 Grant and Acceptance of Franchise.**

81 Subject to Sections 2.04 and 2.06, the Town hereby grants to Contractor the exclusive
82 right and privilege to Collect, transport, process and / or Dispose of Solid Waste,
83 Recyclable Materials, and Yard Waste accumulating in Service Area that is required
84 to be accumulated and offered for Collection to Contractor in accordance with
85 Paradise Municipal Code Chapter 8.08 and this Agreement. Contractor hereby
86 accepts the terms and conditions set forth in this Agreement.
87

88 **2.02 Effective Date and Commencement Date.**

89 The Effective Date of this Agreement shall be April 30, 2017.
90

91 The Commencement Date shall be May 1, 2017, and shall be the date on which the
92 Contractor initiates provision of the Franchised Services required by this Agreement.
93

94 Between the Effective Date and the Commencement Date, Contractor shall perform
95 all activities necessary to prepare itself to start services required by this Agreement
96 on the Commencement Date.
97

98 **2.03 Term.**

99 **The term of this Agreement shall commence at midnight April 30, 2017, and shall end**
100 **at midnight April 30th, 2027,** unless terminated as provided in Section 11.02. In
101 addition, the term of this Agreement may be extended for an additional three (3)
102 years subject to the following conditions:

- 103 **A.** Rates shall not have increased by more than the change in the "California
104 Consumer Price Index pursuant to Section 6.03B.
105 **B.** Contractor shall receive a favorable rating by more than 85% of respondents to a
106 customer satisfaction survey performed in the fourth and seventh year of this
107 Agreement.
108 **C.** The Town shall be in compliance with AB939 and not under any penalty.
109 **D.** Liquidated damages as provided in Section 11.03 through the sixth year of the
110 term of this Agreement shall not exceed \$30,000.
111
112
113

114 **2.04 Conditions to the Effectiveness of Agreement.**

115 The obligation of the Town to permit this Agreement to become effective and to
116 perform its undertakings provided for in this Agreement is subject to the satisfaction
117 of each and all of the conditions set out below, each of which may be waived in
118 whole or in part by the Town at its sole discretion.
119

120 **A. Accuracy of Representations.** Representations and warranties made by
121 Contractor throughout this Agreement are accurate, true and correct on and as of
122 the Effective Date of this Agreement. Any information submitted to the Town
123 supplementary thereto, on which the Town has relied in awarding this franchise
124 to Contractor and entering into this Agreement, does not contain any untrue
125 statement of a material fact nor omit to state a material fact necessary in order to
126 make the statements made, in light of the circumstances in which they were
127 made, nor is misleading.
128

129 **B. Absence of Litigation.** There is no litigation pending in any court challenging
130 the award of this Franchise to Contractor or the execution of this Agreement or
131 seeking to restrain or enjoin its performance.
132

133 **C. Furnishing of Insurance and Bonds.** Contractor has furnished evidence of
134 the insurance and performance bond required by Article 9.
135

136 **D. Effectiveness of Town Council Action.** The Town has the authority to enter
137 into and perform its obligations under this Agreement. The Town has taken all
138 actions required by law or otherwise to authorize the execution of this
139 Agreement. The Persons signing this Agreement on behalf of the Town have the
140 authority to do so. The Town's Resolution No. 17- (Town) approving this
141 Agreement, shall have become effective pursuant to California law on or before
142 the Effective Date.
143

144 In the event that any condition set forth in this Section 2.04 is not satisfied or
145 waived, by the Effective Date, by the Town, this Agreement shall be void and
146 shall have no further force or effect. The Town may waive the satisfaction of
147 conditions described in this Section 2.04, allow this Agreement to become
148 effective, and exercise its rights and remedies under this Agreement for
149 Contractor's failure to deliver the bond and/or evidence of insurance. Each party
150 is obligated to perform in good faith the actions, if any, which this Agreement
151 requires it to perform before the Effective Date and to cooperate towards the
152 satisfaction of the conditions set forth above.
153

154 **2.05 Scope of Franchise.**

155 Subject to Section 2.06, the Franchise granted to Contractor shall be exclusive for all
156 Solid Waste, Recyclable Materials, and Yard Waste generated in the Service Area,
157 except where otherwise precluded by Federal, State and local laws and regulations or

where other current programs provide for Collection and handling of Household Hazardous Waste and/or electronic waste.

2.06 Limitations to Scope.

The Agreement for the Collection, transportation, processing, and /or Disposal of Solid Waste, Recyclable Materials, and Yard Waste granted to Contractor shall be exclusive except as described in this Section 2.06. The award of this Agreement shall not preclude the categories of Solid Waste, Recyclable Materials and Yard Waste listed below from being delivered to and/or Collected and transported by others. However, nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the Town which is otherwise required by law:

- A.** Solid Waste, Recyclable Materials and Yard Waste, which are removed from any Premises by the Waste Generator, and which are transported personally by the Owner or Occupant of such Premises or by his or her full-time employees or a contractor whose removal of the Solid Waste, Recyclable Materials and/or Yard Waste are incidental to the service being performed;
- B.** Collection and Processing of Recyclable Materials not specifically included in the definition of Recyclables in Exhibit A;
- C.** Recyclable Materials and Yard Waste which are Source Separated at any Premises by the Waste Generator and donated to youth, civic, or charitable organizations;
- D.** Source Separated Recyclable Materials generated in the Service Area that are placed in Containers, collected through a private arrangement with the Generator and the Generator is compensated for the Recyclable Materials Collected; provided, however, that the Owner or Occupant of such Premises shall be required to subscribe to and pay for the basic level of service provided by Contractor. For the purposes of this Agreement, Source Separated loads are loads that consist of 90% or more by weight or volume (whichever is greater) of Source Separated Recyclable Materials or Yard Waste. If Contractor can document that other recyclers are servicing Collection Containers that contain less than 90% Source Separated Recyclable Materials or Yard Waste, it shall report the location and the name of the recycler to the Town along with Contractor's evidence of the violation of the exclusiveness of this Agreement;
- E.** Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code Section 14500, et. seq.;

- 201 F. Yard Waste removed from Premises by gardening, landscaping, or tree-
202 trimming contractors as an incidental part of a total service offered by that
203 contractor rather than as a hauling service;
- 204
- 205 G. Construction Debris and Demolition Debris which is removed from any
206 Premise by employees of the construction or demolition contractor, using
207 equipment owned by the contractor;
- 208
- 209 H. Solid Waste generated by public schools and other State institutions located
210 within the Service Area;
- 211
- 212 I. Animal waste and remains from slaughterhouse or butcher shops for use as
213 tallow;
- 214
- 215 J. By-products of sewage treatment, including sludge, sludge ash, grit and
216 screenings;
- 217
- 218 K. Abandoned cars that are removed from any Premises by a licensed towing
219 Contractor authorized to do so by the Town; and,
- 220
- 221 L. Hazardous Waste, including Household Hazardous Waste (HHW), and
222 Designated Waste regardless of its source.
- 223
- 224 M. Material removed pursuant to a nuisance abatement or court order.
- 225
- 226 N. Clean up services including removal of Rubbish from residential or
227 commercial Premises where all of the following conditions are met:
- 228
- 229 1. The person who transports the Rubbish for Disposal or Processing is the
230 person who actually enters on the customer's premises and performs the
231 clean-up services, loads the Rubbish directly to the transportation vehicle,
232 and removes the Rubbish from the premises
- 233 2. The Rubbish is not stored in a debris box, roll-off box, a container designed
234 to be emptied by a Collection Vehicle, or a container provided by the
235 person performing the services.
- 236 3. The services are provided to the particular premises on a temporary basis,
237 not on a regular or on-going basis.
- 238
- 239 O. Any services not specifically identified in Section 2.05.
- 240

241 This grant to Contractor of an exclusive right and privilege to Collect, transport,
242 process and / or Dispose of Solid Waste, Recyclable Materials, and Yard Waste
243 shall be interpreted to be consistent with State and Federal laws, now and during
244 the term of the Agreement, and the scope of this exclusive right shall be limited
245 by applicable state and federal laws with regard to the matters contained in this

Agreement. In the event that future court interpretations of current law or new laws, regulations, interpretations or trends limit the ability of the Town to lawfully provide for the scope of services as specifically set forth in this Agreement, Contractor agrees that the scope of the Agreement shall be limited to those services and materials which may be lawfully provided and that the Town shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

2.07 Additional Services and Modifications to Service

- A. General.** The Town shall have the right to direct Contractor to perform additional services (including new diversion programs, billing services, etc.) or to modify the manner in which it performs existing services, including directing the Contractor in the end use of Yard Waste. Pilot programs and innovative services which may entail adding additional Recyclable Materials to existing programs, new Collection methods, targeted routing, different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which the Town may direct. Contractor shall be entitled to an adjustment in its compensation in accordance with Article 6 for providing such additional or modified services.

The Town may adopt an ordinance for Construction and Demolition Debris Diversion during the term of this Agreement. It is expected the ordinances will mandate a 50% Diversion Goal based upon the material being taken to a Certified Processing Facility through a contract with the Generator.

- B. New Diversion Programs.** Contractor shall present, within 30 days of a request to do so by the Town, a proposal to provide additional or expanded diversion services. At a minimum, the proposal shall contain a complete description of the following:

1. Collection methodology to be employed (equipment, manpower, etc.).
2. Equipment to be utilized (number and types of vehicles, capacity, age, etc.).
3. Labor requirements (number of employees by job classification).
4. Type of materials containers to be utilized.
5. Provision for program publicity/education/marketing.

291 6. Estimate of the tonnage to be diverted and the methodology for
292 determining that diverted tonnage.

293
294 7. Five-year projection of the financial results of the program's operations in a
295 balance sheet and operating statement format including documentation of
296 the key assumptions underlying the projections and the support for those
297 assumptions, giving full effect to the savings or costs to existing services.

298
299 **C. Town's Right to Permit Others to Provide Services.** Contractor acknowledges
300 and agrees that the Town shall have the right to permit other Persons besides
301 Contractor to provide additional Solid Waste services not otherwise contemplated
302 under Section 2.05 and 2.06 of this Agreement if Contractor and the Town cannot
303 agree on terms and conditions of such services in one hundred twenty (120) days
304 from the date when the Town first request a proposal from Contractor to perform
305 such services.
306

307 **2.08 Town's Right to Direct / Ownership of Solid Waste.**

308 Once Solid Waste, Recyclable Materials and/or Yard Waste is placed in Containers
309 and properly placed at the Collection location, ownership and the right to possession
310 shall transfer directly from the Waste Generator to Contractor by operation of this
311 Agreement. Contractor is hereby granted the right to retain, recycle, process, Dispose
312 of, and otherwise use such Solid Waste, Recyclable Materials or Yard Waste, or any
313 part thereof, in any lawful fashion or for any lawful purpose desired by Contractor.
314 This right shall be subject to: 1) Contractor's obligation to meet both the Town's and
315 AB 939's diversion goals; and, 2) the Town's right to direct Contractor to process
316 Solid Waste, Recyclable Materials or Yard Waste at a particular licensed Facility or to
317 Dispose of Solid Waste, Recyclable Materials or Yard Waste at a particular licensed
318 Disposal Site, if and only if the Town exercises such right by providing specific
319 written direction to Contractor. Subject to Article 6 and the other provisions of this
320 Agreement, Contractor shall have the right to retain any benefit resulting from its
321 right to retain, recycle, process, dispose of, or reuse the Solid Waste, Recyclable
322 Materials or Yard Waste, which it Collects. Solid Waste, Recyclable Materials or
323 Yard Waste, or any part thereof, which is disposed of at a Disposal Site, Transfer
324 Station, Material Recovery Facility or other Facilities shall become the property of the
325 owner or operator of the Disposal Site(s) once deposited at Facilities by Contractor.
326 The Town may obtain ownership or possession of Solid Waste, Recyclable Materials
327 or Yard Waste placed for Collection upon written notice of its intent to do so;
328 provided, however, nothing in this Agreement shall be construed as giving rise to
329 any inference that the Town has such ownership or possession unless such written
330 notice has been given to Contractor.
331

**ARTICLE 3
FRANCHISE AND OTHER FEES**

3.01 Franchise Fee Amount.

In consideration of the exclusive Franchise provided in Section 2.05 of this Agreement, Contractor shall pay to the Town the Franchise Fee in accordance with the schedule on Exhibit D. Payment shall be calculated as a percentage (%) of Gross Revenues Collected (or another amount as provided in Section 3.05) by the Contractor from services provided in the Service Area.

3.02 Intentionally Blank.

3.03 Other Fees.

The Town shall have the right to set Other Fees, as it deems necessary. Any such fees shall be reflected in the rates that Contractor is allowed to charge and collect from service recipients. The time and method of payment shall be set similar to Section 3.04 below.

3.04 Time and Method of Payment.

On or before the twentieth (20th) day after the end of each calendar quarter during the Term of this Agreement, Contractor shall remit to the Town the Franchise Fees, Vehicle Impact Fee, and Other Fees amount. Each quarterly remittance to the Town shall be accompanied by a statement detailing the basis for the Franchise Fee, Vehicle Impact Fee, and Other Fees calculation. If the Fees are not paid on or before the twentieth (20th) day after any calendar quarter, Contractor shall pay to the Town a late payment penalty in an amount equal to two percent (2%) of the amount owing for that quarter. Contractor shall pay an additional two percent (2%) owing on any unpaid balance for each following thirty (30) day period the fee remains unpaid. The late payment penalty amounts are not intended as interest on debt, but rather are intended as a predetermined penalty for failure to meet an obligation under this Agreement.

3.05 Adjustment to Fees.

The Town may adjust the amount of any fee annually. Such adjustment shall be reflected in the rates that Contractor is allowed to charge and Collect from service recipients.

**ARTICLE 4
DIRECT SERVICES**

4.01 General.

The work to be done by Contractor pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether or not enumerated elsewhere in the Agreement.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within the Service Area are provided reliable, courteous and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Article, whether or not such other aspects are enumerated elsewhere in the Agreement .

4.02 Solid Waste Collection.

A. Single-Family Dwellings Collection. For single-family dwelling service, Contractor shall Collect Solid Waste from the Contractor-provided Containers placed for Collection by the Waste Generator at the Curbside or in an approved other location, not less than once per week. Standard Collection service shall be once per week Curbside Collection unless another method is approved by the Town.

B. Commercial, Industrial, Institutional and Multi-Family Residential Complex Collection. For commercial, industrial, institutional and multi-family residential complex services, Contractor shall Collect Solid Waste from Contractor-provided Containers not less than once per week. Special consideration shall be given when determining the pick up area for Commercial, Industrial, Institutional, and/or Multi-Family Residential Complex accounts to ensure that the flow of traffic is not impeded and that it does not result in an aesthetic degradation of an area. The designated pick-up area, if disputed by service recipient or Contractor, shall be determined by the Town. Additionally, if in the Town's opinion the location of an existing pick up area is inappropriate, the Town may require the service recipient or Contractor to relocate the pick up area.

C. Town Facilities' Collection. Contractor shall Collect, transport and Dispose of all Solid Waste generated at public facilities according to the specified service levels identified in Exhibit B. Contractor shall make Collections from Containers Monday through Friday or on Saturdays following non-working holidays.

Collections from bins and debris boxes shall be scheduled at a time mutually agreed upon by Contractor and the Town.

At no cost to Town, Contractor shall provide to the Town, at Town's direction, additional Collections services to the Town entailing:

1. Collection of Solid Waste and Recyclable Materials from all public sidewalk litter or Recycling Containers;
2. Collection of Solid Waste, Recyclable Materials and Yard Waste from Town's facilities and parks;
3. Collection of materials from Town related debris boxes as directed by the Town except for related disposal fees;
4. Collection of Solid Waste, Recyclable Materials and Yard Waste at a maximum of four (4) annual Special Events (Johnny Appleseed Days, Gold Nugget Days, Chocolate Festival and one to be determined) designated by the Town; and,
5. Review of plans for land use or property developments with regard to Solid Waste service issues.

D. Permanent Containers/Debris Box Service. Contractor shall provide permanent /debris box Containers for the purpose of Collection of Solid Waste. Contractor shall deliver to and Collect debris boxes from the location identified by the service recipient. Containers shall be free of graffiti and in good repair. Containers shall be clearly marked and identifiable as belonging to Contractor. Special consideration shall be given when determining the pick up area for temporary Containers to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. The designated pick up area, if disputed by service recipient or Contractor, shall be determined by the Town. Additionally, if in the Town's opinion the location of an existing pick up area is inappropriate, the Town may require the service recipient or Contractor to relocate the pick up area.

4.03 Recyclable Materials Collection.

A. Residential Recyclable Materials Collection. Contractor shall Collect and remove all Recyclable Materials placed in Recycling Containers at the designated Collection locations for Waste Generator's residing in Single Family Dwellings and Multi-Family Residential Complex. It is understood that all Single-Family Residential Dwelling's Recyclable Materials Collection service shall be provided

at Curbside. Contractor shall work with Residential service recipients to determine mutually acceptable Collection locations to both parties in the event inaccessible to collection service vehicles exist.

Recyclable Materials Collection from Residential Waste Generators within the Service Area shall be weekly or bi-weekly, as determined by the Town. Residential Recyclable Materials Collection shall be on the same day of the week as Solid Waste Collection service. The Collection day may change if prior written approval is received from the Town. Contractor shall notify Recycling service recipients, as is done for regular service, regarding holiday Collection schedules. At a minimum, Contractor shall collect: aluminum cans, glass bottles and jars, metal cans and narrow neck plastic containers (plastic 1 & 7), and newspaper, mixed paper (including but not limited to magazines, junk mail, brown paper bags, and white and colored paper), and corrugated cardboard. The Town reserves the right per Section 2.07 to direct Contractor to add to the list of materials to be collected and described above and to perform additional Residential Recycling services.

- B. Commercial Recyclable Materials Collection.** Contractor shall Collect Recyclable Materials including organic waste, from Commercial Premises as scheduled by Customer in a Contractor-provided Container at no additional cost in accordance with Public Resources Code Chapter 12.9 commencing with 42649.8 and Chapter 12.8 commencing with Section 42649. Contractor shall actively and regularly promote this program to ensure that all potential service recipients are aware of this service and shall offer reasonable assistance to help such potential service recipients participate. Collection shall be performed at a time mutually agreed upon by Contractor and the Waste Generator or Owner of the property. The Town reserves the right per Section 2.07 to direct Contractor to add to the list of materials to be collected as part of this program.

4.04 Yard Waste Program.

- A. Yard Waste Collection.** Contractor shall Collect Yard Waste from Residential Waste Generators within the Town's Service Area weekly or bi-weekly as determined by the Town. Yard Waste Collection shall be on the same day as the Collection of Solid Waste. The Collection day may change if prior written approval is received from the Town. Contractor will notify service recipients at least two (2) weeks in advance of any scheduled Yard Waste and Recycling Collection day change(s), including those required due to route changes and holidays such as Labor Day, Thanksgiving, Christmas, and New Year's Day.

All Yard Waste must fit safely within a standard Yard Waste Container provided by Contractor. As part of its educational activities specified in Section 5.04, Contractor shall instruct residents as to any necessary preparation of Yard Waste,

such as the cutting of large items, and the appropriate use and placement of Yard Waste Containers.

- B. End Uses for Yard Waste.** Contractor agrees to develop, implement, operate, and participate (locally and regionally) in mulching, composting, land application, alternative daily cover, or other programs necessary to achieve the Town's Yard Waste diversion requirements. In accordance with Section 2.07.A, the Town reserves the right to direct Contractor in the end use of Yard Waste.

Contractor shall provide end uses for Yard Waste that maximize diversion credits according to regulations established by the California Integrated Waste Management Board. Also, Contractor shall make end products (compost or mulch) available to Town residents at a cost to residents to be determined by the Town and the cost of providing these products shall be an allowable operating expense. In addition to these uses of Yard Waste, Contractor agrees to be aggressive in the pursuit of new cost-effective opportunities to divert Yard Waste from Disposal and to maximize the distribution of Yard Waste among approved diversion methods.

4.05 Materials Processing Operations.

- A. Construction/Demolition Debris Diversion Program.** Contractor shall identify and direct loads of Construction Debris and/or Demolition Debris and other selected debris box Containers containing recoverable materials to a Construction/Demolition Debris processing operation. The Construction Debris / Demolition Debris processing operation Contractor has designated shall be the C & D Facility owned by Recology, or as directed by Town. In accordance with Section 2.08, the Town reserves the right to direct Contractor to process Solid Waste, Recyclable Materials and/or Yard Waste at a particular licensed Facility. Contractor agrees to process such loads for purposes of recovering Recyclable Materials. Contractor shall also provide the Town with an accounting of the total tons processed and recovered as part of its Construction/Demolition Debris processing operation as part of its annual reporting requirements. Any and all compensation due the Contractor for this service is provided for in the Solid Waste Collection Rate Schedule (Exhibit F).

- B. Material Recovery Facility Processing Capacity.** Contractor shall identify and direct targeted loads of Solid Waste and Recyclable Materials from within the Service Area to a Material Recovery Facility processing operation. The Material Recovery Facility Contractor has designated shall be the City of Napa MDF owned by the city of Napa. In accordance with Section 2.08, the Town reserves the right to direct Contractor to process Solid Waste, Recyclable Materials and/or Yard Waste at a particular licensed Facility. Contractor agrees to process such loads for purposes of recovering Recyclable Materials. Contractor shall also provide the Town with an accounting of the total tons processed and recovered as

part of its Material Recovery Facility processing operation as part of its annual reporting requirements. Any and all compensation due the Contractor for this service is provided for in the Solid Waste Collection Rate Schedule (Exhibit F).

4.06 Collection Locations.

It is understood that all Solid Waste, Recyclable Materials and Yard Waste Collection services shall be provided at Curbside, with the following exceptions:

- A.** On-property collection of Solid Waste, Residential Recyclable Materials, and Yard Waste shall be provided by Contractor to residents who are physically unable to place the cart Curbside. Resident shall present to Contractor a medical waiver from a physician. Such medical waiver shall be updated annually and the Contractor will send a notice to the customer reminding them to get a new waiver. Information about this option shall be provided by the Contractor upon request. Contractor will notify all residents annually, beginning within thirty (30) days of effectiveness of this Agreement, of this Collection option and submit, for approval, a draft notification to the Town prior to distribution to service recipients. New service recipients shall be notified of this option upon requesting service.
- B.** Residents of Multi-Family Residential Complexes of two (2) to four (4) units will use the same Collection Containers as residents of Single Family Dwellings. Contractor shall Collect these Containers at Curbside. Residents of Multi-Family Residential Complexes of five (5) or more units may also use the same Containers as residents of Single Family Dwellings or may be provided with larger Containers such as bins, which shall be Collected in a central location reasonably accessible by Collection vehicles.

4.07 Failure to Collect.

- A. Solid Waste.** When Solid Waste is not Collected by Contractor from any service recipient, Contractor shall notify its service recipient in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.
- B. Recyclable Materials or Yard Waste.** Contractor may choose not to Collect Recyclable Materials or Yard Waste that contain ten percent (10%) by volume or greater of Solid Waste, subject to Contractor's best efforts to educate the public. Contractor shall issue written warning notices to such service recipients stating the reason(s) why their Recyclable Materials and/or Yard Waste were not Collected. Monthly, Contractor shall report to the Town any warning notices issued. Contractor shall take direction from the Town with regard to termination or reinstatement of service to a service recipient. Contractor may refuse to Collect Recyclable Materials or Yard Waste from, and shall not be obligated to continue

to provide any Recyclable Materials or Yard Waste Container to, any service recipient who, after efforts to re-educate the service recipient and the second written warning in a twelve (12) month period, fails to sort Recyclable Materials or Yard Waste from other Solid Waste and/or fails to properly set out their Recyclable Materials or Yard Waste Container.

4.08 Marketing of Recyclable Materials and Yard Waste.

Contractor shall be responsible for delivering Recyclable Materials and Yard Waste Collected pursuant to this Agreement to the Facilities for processing, marketing, sale, donation, or reuse of all such materials.

Contractor shall prepare, submit to the Town for approval, and maintain a marketing plan for all Recyclable Materials and Yard Waste Collected by Contractor under this Agreement. The approved marketing plan for Recyclable Materials and Yard Waste service shall be in place with the execution of this Agreement and at the time of beginning any expanded service. The marketing plan shall fully describe Contractor's marketing methods and approach, targeted primary and contingent markets, pricing policy, and assumed salvage value or cost for each Collected type of Recyclable Materials and Yard Waste.

4.09 Cleanups

A. Annual Cleanups. The Town elects to have Contractor provide two community-wide pre-scheduled cleanups per year during periods mutually established by Contractor and the Town.

B. Household Hazardous Waste, E-Waste, Oil, Universal Waste and Paint Collection. Contractor shall provide a permanent Household Hazardous Waste facility within the Town. Such facility shall serve as a drop off site for E-Waste and Universal Waste and a buy-back center. The facility operating hours may be limited subject to the prior approval of the Town.

4.10 Operations.

A. Schedules. Except as provided in Paradise Municipal Code Section 9.18.250, residential Solid Waste, Residential Recyclable Materials and Yard Waste shall be collected on weekdays between 6:00 AM and 6:00 PM. To preserve peace and quiet, no Solid Waste, Recyclable Materials, or Yard Waste shall be Collected from or within two-hundred (200) feet of Residential Premises between 6:00 P.M. and 6:00 A.M. on any day. Collection of Solid Waste and Recyclables from Commercial, industrial and institutional properties shall be scheduled subject to the prior approval of the Town.

Contractor shall review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials Collected under this

Agreement with the Town or its representatives at least annually. The Town may require more frequent reviews if Contractor's operations are not satisfactorily performed based on documented observations or reports or Complaints. If the plan is determined to be inadequate by the Town, Contractor shall revise the plan incorporating any changes into a revised plan and review the revised plan with the Town within thirty (30) calendar days.

When notified of a missed pick-up, Contractor shall Collect the Solid Waste, Recyclable Materials or Yard Waste on the same day, if possible, but in no case more than one (1) working day (24 hours) after receipt of notice.

B. Vehicles.

1. Specifications. All vehicles used by Contractor in providing Solid Waste, Recyclable Materials and Yard Waste Collection services shall be registered with the California Department of Motor Vehicles. All such vehicles shall have bodies designed to prevent leakage, spillage and/or overflow.

2. Vehicle Identification. Contractor's name, local telephone number, and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 1/2) inches high. Contractor shall not place Town's name or Town's logo on Contractor vehicles. Vehicles used solely for the Collection of Recyclable Materials and Yard Waste shall be labeled to indicate those are the Collected materials.

3. Cleaning and Maintenance.

a. Contractor shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean and operable condition at all times.

b. Vehicles used in the Collection of Solid Waste, Recyclable Materials and Yard Waste shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. The Town may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to the Butte County Health Department for inspection, at any frequency it requests.

c. Contractor shall repaint or refurbish to the reasonable satisfaction of the Town all vehicles used in the Collection of Solid Waste, Recyclable Materials and Yard Waste within thirty (30) days' notice from the Town, if the Town determines that their appearance warrants painting.

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- d. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be removed from service and repaired. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to the Town upon request.
 - e. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.
 - f. Contractor shall furnish sufficient equipment to provide all service required under this Agreement, including back-up Collection vehicles. Contractor shall furnish within thirty (30) days of request to the Town, a written inventory of all equipment, including Collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all equipment by manufacturer, ID number, and date of acquisition, type, and capacity.
 - g. Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with all applicable zoning regulations.

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4. **Operation.** Vehicles shall be operated in compliance with Federal, State and local laws and regulations, including but not limited to the California Vehicle Code, and all applicable safety laws and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

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Contractor equipment used for Solid Waste, Recyclable Materials, and Yard Waste services shall comply with the Town's ordinances or US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise and pollution emission levels of equipment used for Collection shall comply with the Town's ordinance.

4.11 Containers.

- A. Single Family Dwelling Solid Waste Containers.** At no additional cost, Contractor shall offer wheeled carts to all Single Family Dwelling service recipients in sizes compatible with the Town's variable can rate (35-, 65-, 95-gallons, or as other sizes approved by Town.).

All Contractor-provided wheeled carts shall be constructed of heavy gauge plastic with wheels and attached lids in sizes of 35-, 65-, and 95-gallons, or other sizes approved by the Town. Contractor shall maintain all Contractor-provided Containers in good repair.

- B. Commercial, Industrial, Institutional and Multi-Family Residential Complex Solid Waste Containers.** Contractor shall offer wheeled 35-, 65-, and 95-gallon carts (or other sizes approved by the Town) to all Commercial, Industrial and Institutional Service Recipients and Multi-Family Residential Complex service recipients receiving service of less than (1) cubic yard per week.

Contractor shall furnish Commercial, Industrial and Institutional Service Recipients and Multi-Family Residential Complex service recipients receiving one (1) cubic yard service or more with appropriate Containers to Collect Solid Waste upon service recipient request. Containers with a capacity of one cubic yard or more shall be available in standard sizes. The kind, size and number of Containers furnished to particular service recipients shall be as determined mutually by the service recipient and Contractor. All Containers with a capacity of one cubic yard or more shall meet applicable regulations for Solid Waste bin safety and shall have reflectorized markings. All Containers shall be maintained in good repair with neatly and uniformly painted surfaces and shall prominently display the name and telephone number of Contractor and the types of material accepted.

- C. Residential Recyclable Materials and Yard Waste Containers.** Residential service recipients shall place their Recyclable Materials in the Contractor-provided Recycling Containers for collection by Contractor. Extra Containers shall be provided to service recipients upon request.

Residents shall place their Yard Waste in Contractor-provided 95- gallon Containers for Collection by Contractor. Residence may request 1 additional Container at no additional charge.

- D. Commercial Recyclable Materials and Yard Waste Containers.** Contractor shall furnish Commercial, Industrial and Institutional service recipients Containers for the Collection of Recyclable Materials and Yard Waste of a size appropriate to the particular service recipient's needs and availability of space. Multiple sizes shall be made available by Contractor.

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773 E. **Delivery.** Appropriate Containers of a size requested by the service recipient
774 as described in this Section 4.11 shall be delivered to new service recipients, upon
775 request, within five (5) business days of the service recipient's request for service.
776 Contractor shall notify the Town if it fails to deliver Containers within five (5)
777 business days.

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779 F. **Container Replacement.** The Town and Contractor acknowledge that from
780 time to time Contractor-provided Containers may be stolen or damaged. When
781 notified of such occurrence, Contractor shall replace the stolen or damaged
782 Container(s), at no charge to the service recipient, not more than one (1) time
783 within any twelve (12) month period. If the service recipient requests more than
784 one (1) replacement set of Containers per twelve (12) month period, the
785 Contractor shall make Containers available for purchase by the service recipient
786 at a price not to exceed the cost to Contractor of purchasing the Containers.
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788 4.12 Litter Abatement.

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790 A. **Minimization of Spills.** Contractor shall use due care to prevent Solid Waste
791 fluids from leaking being spilled and/or scattered during the Collection or
792 transportation process. If any material or fluids leak or are spilled during
793 Collection, Contractor shall promptly clean up all such materials. Each Collection
794 vehicle shall carry absorbent material, a broom and shovel at all times for this
795 purpose.
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797 Contractor shall not transfer loads from one vehicle to another on any public
798 street, unless it is necessary to do so because of mechanical failure, accidental
799 damage to a vehicle, or a pre-approved method of Solid Waste transfer between
800 vehicles, without prior written approval by the Town.
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802 B. **Clean Up.** During the Collection or transportation process, Contractor shall
803 clean up litter in the immediate vicinity of any storage area (including the areas
804 where Collection bins and debris boxes are delivered for Collection) whether or
805 not Contractor has caused the litter. Contractor shall discuss instances of
806 repeated spillage not caused by it directly with the Waste Generator responsible
807 and will report such instances to the Town. The Town will attempt to rectify such
808 situations with the Waste Generator if Contractor has already attempted to do so
809 without success.
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811 C. **Covering of Loads.** Contractor shall properly cover all open debris boxes
812 during transport to the Disposal or Processing Site.
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4.13 Personnel.

Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner in accordance with all applicable Federal, State and local laws and regulations. If additional personnel are required to meet the service standards of this Agreement, Contractor shall provide such additional personnel if approved in advance by the Town. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles and participate in periodic driver safety trainings.

Contractor also agrees to establish and vigorously enforce an educational program which will train Contractor's employees in the identification of Hazardous Waste. Contractor's employees shall not knowingly place such Hazardous Waste in the Collection vehicles, nor knowingly dispose of such Hazardous Wastes at the Processing Facility or Disposal Site.

Contractor shall train its employees in courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures including, but not limited to, transfer, discipline or termination. If the Town has notified Contractor of a Complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process. Contractor shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

Applicants, for employment with Contractor, shall be subject to the following criteria:

- a. Applicants shall be fit for duty
- b. Applicants shall pass Contractor's drug tests
- c. Applicant's driving records obtained from DMV shall meet Contractor's requirements (drivers).

Contractor shall also provide comparable salary and benefits to such employees with pre-existing medical conditions.

Contractor shall incorporate the use of C.O.V.E., including its clients, subject to the approval of C.O.V.E administration and the Town, that shall at a minimum, include the following:

- a. Trailway containers,

b. Buy back centers

4.14 Identification Required.

Contractor shall provide its employees and subcontractors with identification for all individuals who may make personal contact with residents or businesses in the Service Area. The Town may require Contractor to notify service recipients yearly of the form of said identification. Contractor shall provide a list of current employees, and subcontractors to the Town upon request.

4.15 Fees and Gratuities.

Contractor shall not, nor shall it permit any agent, employee, or subcontractors employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for services or the Collection, transportation, Recycling, Processing, and /or Disposal of Solid Waste, Recyclable Materials and Yard Waste, otherwise required under this Agreement.

4.16 Non-Discrimination.

Contractor shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, sexual orientation, physical or mental disability or medical condition in violation of any applicable Federal or State law.

4.17 Change in Collection Schedule.

Contractor shall notify the Town thirty (30) days prior to, and Residential service recipients not later than fourteen (14) days prior to, any change in Residential Collection operations which results in a change in the day on which Solid Waste, Recyclable Materials, and Yard Waste Collection occurs. Contractor shall not permit any service recipient to go more than seven (7) days without service in connection with a Collection schedule change.

4.18 Report of Accumulation of Solid Waste; Unauthorized Dumping.

Contractor shall direct its drivers to note (1) the addresses of any service recipients at which they observe that Solid Waste is accumulating and is not being delivered for Collection; and (2) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to the Town within five (5) working days of such observation.

4.19 Contingency Plan.

Contractor shall submit to the Town on or before the Effective Date of the Agreement, a written contingency plan demonstrating Contractor's arrangements to provide vehicles and personnel and to maintain uninterrupted service during

breakdowns, and in case of natural disaster or other emergency, including the events described in Section 11.04.

4.20 Collection Routes.

Routes over which Contractor's vehicles travel to effect the Collection and transport of Solid Waste, Recyclable Materials and Yard Waste shall be selected to minimize damage to Service Area and private streets, inconvenience and disturbance to the public and shall be subject to the approval of the Town. Contractor shall use due care to obey all traffic laws and prevent materials being transported from being spilled or scattered during transport. If any materials are spilled within the Service Area, Contractor shall immediately clean up all spilled materials, whether on private or public property.

4.21 Transportation of Solid Waste.

Contractor shall transport and deliver all Solid Waste to the Neal Road Landfill.

4.22 Transportation of Recyclable Materials and Yard Waste.

Contractor shall Collect, transport and deliver (or arrange for the transportation and delivery of) all Recyclable Materials and Yard Waste to a purchaser, a licensed Material Recovery Facility, licensed Processing Facility, or a Person who will use the materials in a process or product and will not dispose of them in a landfill. The Processing Facility Contractor has designated shall be the City of Napa MDF in Napa Ca, owned by the City of Napa. In accordance with Section 2.08, the Town reserves the right to direct the Contractor to process Recyclable Materials and/or Yard Waste at a particular licensed Facility.

4.23 Processing of Solid Waste.

The Town, upon prior written notice to Contractor, reserves the right, prior to Disposal, to direct portions of the Solid Waste stream Collected under this Agreement to a Material Recovery Facility or Processing Facility for separation, reuse, and Recycling of any Recyclable Materials or Yard Waste contained therein. The Contractor agrees to assist the Town by identifying loads suitable for processing in the Material Recovery Facility. The Material Recovery Facility Contractor has designated shall be the City of Napa MDF owned by the City of Napa. In accordance with Section 2.08, the Town reserves the right to direct the Contractor to process Solid Waste, Recyclable Materials and/or Yard Waste at a particular licensed Facility.

4.24 Disposition of Solid Waste.

Contractor shall Dispose of all Solid Waste, Collected under this Agreement, at the designated Disposal Site. The Disposal Site Contractor as designated shall be the Neal Road Landfill owned by Butte County. In accordance with Section 2.08 the Town reserves the right to direct Contractor to Dispose Solid Waste at another particular licensed Disposal Site.

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945 **4.25 Service Exceptions; Hazardous Waste Notifications.**
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947 **A. Hazardous Waste Inspection and Reporting.** Contractor reserves the right
948 and has the duty under law to inspect Solid Waste, Recyclable Materials and Yard
949 Waste put out for Collection and to reject Solid Waste, Recyclable Materials and
950 Yard Waste observed to be contaminated with Hazardous Waste and the right not
951 to Collect Hazardous Waste put out with Solid Waste, Recyclable Materials and
952 Yard Waste. Contractor shall notify all applicable agencies, if appropriate,
953 including the California Department of Toxic Substances Control and local
954 emergency response providers and the National Response Center of reportable
955 quantities of Hazardous Waste, found or observed in Solid Waste, Recyclable
956 Materials and Yard Waste anywhere within the Service Area. In addition to other
957 required notifications, if Contractor observes any substances which it or its
958 employees reasonably believe or suspect to contain Hazardous Wastes unlawfully
959 Disposed of or released on any of the Town's property, including storm drains,
960 streets or other public rights of way, Contractor shall immediately notify the
961 Town.
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963 **B. Hazardous Waste Diversion Records.** Contractor shall maintain records
964 showing the types and quantities, if any, of Hazardous Waste found in Solid
965 Waste, Recyclable Materials and Yard Waste and which was inadvertently
966 Collected from service recipients within the Service Area, but diverted from
967 landfilling.
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969 **4.26 Street Sweeping.**

970 Contractor shall provide a street sweeping program in accordance with Exhibit H.
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972 With the assistance of Town Public Works, Contractor shall provide a public
973 notification program for street sweeping activities that gives a written 24-hour notice
974 for areas impacted by on-street parking. Street sweeping activities shall take place
975 between 5:00 a.m. and 10:00 p.m.
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977 Contractor shall provide "on-call" street sweeping services provided at the direction
978 of the Town with appropriate contact and communication protocols. Upon request of
979 "on-call" sweeping/vacuuming services, Contractor shall provide a response time
980 within 24-hours or less.
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982 The street sweeping program, as identified in Exhibit H, shall be implemented for the
983 first two years of this Agreement. During the months of May 2019 - July 2019, the
984 Contractor and the Town shall work together to determine if the sweeping schedule
985 needs to be modified to improve the street sweeping results for curbed streets,
986 repeated hot-spots, and other efficiency opportunities identified during the first two
987 years of this Agreement. Any modifications to the street sweeping program shall
988 continue to provide the 1,300 annual sweeping miles service with no changes to the

989 "on-call" service hours. Contractor shall process the street sweeping debris at a
990 location designated by Town.
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**ARTICLE 5
OTHER SERVICES**

5.01 Local Office and Truck Yard.

Contractor shall operate its local/regional office within the Town limits.. Office hours shall be, at a minimum, from 8:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of holidays. Responsible and qualified representatives (customer service representatives, office manager, etc) of Contractor shall be available during office hours for communication with the public at the local office. Normal office hour telephone numbers shall be a local call directed to the local office. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Contractor shall also maintain a local or toll free telephone number for use during other than normal business hours. Contractor shall have a representative, answering or message providing/receiving (voice-mail) service available at said after-hours telephone number. Contractor's telephone system shall be able to track customer hold times and the number of calls received on a daily basis by each customer service representative.

Contractor shall locate its truck yard for purposes of parking and maintenance within the Town limits or shall obtain approval from the Town to locate the truck yard outside the Town limits. The Town's approval shall not be reasonably withheld.

Contractor shall locate its Household Hazardous Waste (HHW), E-waste and Buy Back facility as well as its customer service and office within the Town limits, subject to obtaining the necessary operating permits.

5.02 Service Notice and Service Recipient Billing

A. Service Notice. Contractor shall periodically prepare and distribute, a notice to each service recipient entitled or mandated to receive service under this Agreement listing Contractor's standard service rates, rates for other services, annual holiday schedule, and a general summary of services required under this Agreement to be provided service recipients. Such notice shall be in form subject to the Town's approval prior to its distribution and may be included with Billings made by Contractor.

B. Billing. Contractor shall prepare, mail and collect bills (or shall issue written receipts for cash payments) from persons receiving Collection, Disposal, and Processing services. Billing shall be performed quarterly for each Residential account. Bills shall be mailed in advance of the provision of service but no more than one (1) month in advance. The Town shall have the right to revise the billing format (size, font, frequency, etc.) and to itemize certain charges and to review the

Billing procedures. The Town may also direct Contractor to insert mailers relating to service with the Billings. The mailers must fit in standard envelopes and not increase the required postage. Contractor also agrees to insert with the Billings, at the Town's' expense for the incremental cost, mailers describing activities of the Town. The Town will provide not less than thirty (30) days notice to Contractor prior to the mailing date of any proposed mailing to permit Contractor to make appropriate arrangements for inclusion of the Town's materials. The Town will provide Contractor the mailers at least thirty (30) days prior to the mailing date. All Contractor generated mailers must be approved in advance by the Town with the exception of Contractor's quarterly newsletter.

Contractor shall maintain, for inspection by the Town, copies of said Billings and receipts, in chronological order, for a period of three (3) years after the date of service. Contractor may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

The Town shall establish, by resolution, rates for the types of service provided. Contractor shall bill and Collect at those rates. Service recipients will be considered delinquent sixty (60) days after start of the quarter in which the services are provided. Contractor may discontinue service to any account, if payment is not received by Contractor within thirty (30) days after the end of the quarter in which the bill was issued. Contractor must provide all accounts with written notice of its intent to discontinue service at least thirty (30) days prior to such discontinuance.

The Town agrees to allow customers subscribing to 35 gallon can – Senior service as of November 1, 2006, to continue to receive a discounted senior rate. Customer will provide proof of eligibility by providing a November 2006 disposal services invoice and a document verifying their age is 65 or older.

Contractor agrees to offer residential customers a Service Suspension for a minimum of four weeks up to six months. Contractor may establish a minimum charge subject to the approval of the Town. Each Single Family Dwelling shall be allowed two Service Suspensions per calendar year for a maximum of six months.

C. **Contractor as Billing Agent.** Contractor shall act as Billing agent on behalf of the Town. Revenues collected on behalf of the Town shall be handled as described in Article 3 of this Agreement.

D. **Review of Billings.** Contractor shall review its Billings to service recipients under Section 5.02.B. The purpose of the review is to determine that the amount which Contractor is billing each service recipient is correct in terms of the level of service (i.e., frequency of Collection, size of container, location of container) being provided to such service recipient by Contractor. Contractor shall review service

recipient accounts not less than every other year, unless the Town shall direct Contractor to do so annually, and submit to the Town a written report of that review annually on the anniversary of the effective day of this Agreement. The intent of this Section 502.D is for the Town to receive reports on an annual basis which will cover the entire list of service recipients every other year. The scope of the review and the reviewer's work plan shall be submitted to the Town for approval no later than six (6) months before the submission of the first report.

5.03 Service Recipient Complaint Resolution.

A. Complaint Documentation. All service Complaints shall be directed to Contractor. Daily logs of Complaints concerning Collection of Solid Waste, Recyclable Materials, and Yard Waste shall be retained for a minimum of thirty-six (36) months and shall be available to the Town at all times upon twenty-four (24) hour notice.

Contractor shall log all Complaints received by telephone and said log shall include the date and time the Complaint was received, name, address and telephone number of caller, description of Complaint, employee recording Complaint and the action taken by Contractor to respond to and remedy Complaint.

All Complaints and inquiries shall be date-stamped when received and shall be initially responded to within one (1) business day of receipt. Contractor shall log action taken by Contractor to respond to and remedy the Complaint.

All service records and logs kept by Contractor shall be made available to the Town upon request and at no cost to the Town. The Town shall, at any time during regular Contractor business hours, have access to Contractor's Facilities, records and personnel for purposes that may include monitoring the quality of service or researching Complaints.

B. Resolution of Complaints.

1. Scope. The provisions of this Section 5.03.B.1 shall govern the procedure for reviewing Complaints. The provisions of this Section are not exclusive, are cumulative, and are in addition to any and all other remedies which may accrue to the Town as a result of Contractor's performance or failure to perform its duties and obligations, express or implied, hereunder, or otherwise as a result of Contractor's actions in violation of this Agreement.

Nothing in this Section 5.03.B is intended to affect the remedies of third parties against Contractor; nor will the imposition of service recipient charges prevent the imposition of liquidated damages by the Town pursuant to Section 11.03.

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2. **Town Administrator's Review.** All Complaints received or initiated by the Town shall be reviewed by the Town Administrator who shall provide copies thereof to Contractor. The Town Administrator shall review each Complaint to determine whether the Complaint can be resolved informally, or whether the formal action hereunder is warranted. If the Town Administrator determines that formal action is warranted, he or she shall give written notice to Contractor and all interested parties of a hearing to be held by the Town Administrator on each such Complaint not less than ten (10) days from the date of said notice.

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At the Town Administrator's hearing on the Complaint, Contractor may present its response thereto, including, but not necessarily limited to, a written response including supporting documents. Within ten (10) days following the hearing, the Town Administrator shall make a determination upon the Complaint. The hearing conducted by the Town Administrator shall be informal, and rules of evidence shall not apply, but the Town Administrator may hear and consider such relevant statements, documents, or other materials as he or she shall determine appropriate under the circumstances.

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If the Town Administrator determines that Contractor has violated, or is in continuing violation of, its duties and obligations under this Agreement, or otherwise in violation of any of the provisions hereof, the Town Administrator may issue a Compliance Order to Contractor or may order that the Complaint shall be heard by the Town's Solid Waste Committee. In all cases in which the Town Administrator determines that the appropriate remedy should be termination or payment of compensatory damages, the Complaint shall be heard by the Town Council. If the Town Administrator orders that the Complaint shall be heard by the Town Council, he or she shall prepare a written report to the Town Council which shall state his or her findings, the basis therefore, and a recommended action.

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3. **Town's Solid Waste Committee and Town Council Review.** Contractor may appeal a Compliance Order issued by the Town's Administrator to the Town's Solid Waste Committee by filing a notice of appeal with the Clerk of the Town Council within ten (10) days of the date of the Town Administrator's Compliance Order. The Clerk of the Town Council shall set the matter for hearing by the Town's Solid Waste Committee within thirty (30) days of receipt of the notice of appeal unless Contractor consents to an extension of the time for the hearing.

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If the Town Administrator orders a Complaint to be heard by the Town's Solid Waste Committee pursuant to this Section, the Clerk of the Town

Council shall set the matter for hearing within thirty (30) days of the date of such order, unless the time for hearing is extended by consent of Contractor.

At its hearing the Town's Solid Waste Committee shall consider the Complaint anew, irrespective of whether the hearing is on appeal by Contractor or by order of the Town Administrator. If a Complaint is based upon the manner or quality of Contractor's service to service recipients or members of the public, the hearing shall be a public hearing. If a Complaint is based upon a violation of the standards and procedures implemented under this Agreement, the hearing may, but shall not necessarily, be a public hearing, as the Town Administrator shall determine.

If, upon conclusion of the hearing and consideration of any advisory findings of fact, the Town's Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, any of its duties and obligations, either express or implied, under this Agreement, the Town Council may issue a Compliance Order, Termination Order for violations described in Section 11.01 C, E, F, I, J or K, or Order for Payment of Compensatory Damages, as it deems appropriate. The Town's Solid Waste Committee's decision shall be the final administrative determination, and shall be supported by written findings.

4. Remedies.

a. **Named.** Remedies available to the Town pursuant to this Article include the issuance of a Compliance Order, Termination Order, or Order for Payment of Compensatory Damages, which terms are defined and described hereinafter. Such Orders may be issued subject to such terms and conditions as the Town Administrator (in the case of Compliance Orders) and the Town's Solid Waste Committee (in the case of all such Orders issued by it) shall deem appropriate.

b. **Compliance Order.** A Compliance Order may be issued by the Town Administrator or the Town's Solid Waste Committee upon a determination that Contractor has violated, or is in continuing violation of, any of its duties or obligations, either express or implied, under this Agreement, and shall direct Contractor forthwith to cease such violation, and may specify, if appropriate, the time within which such violation shall be remedied, and otherwise establish terms and conditions governing compliance there under.

c. **Termination Order.** If the Town's Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, Section 11.01 C, E, F, I, J or K under this Agreement, the Town Council may order termination of this Agreement. Such Termination Order shall be effective not less than thirty (30) days from the date of the Termination Order. Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the effective date of termination.

d. **Order for Payment of Compensatory Damages.** If the Town's Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, any of its duties or obligations, either express or implied, under this Agreement, which has caused loss of revenues to the Town, or caused the Town to incur unnecessary costs or has caused loss or damages to any Person, it may order Contractor to pay compensatory damages therefore to the Town, or to the Person so damaged.

C. **Government Liaison.** Contractor shall designate in writing a "Government Liaison" who shall be responsible for working with the Town Administrator and/or the Town Administrator's designated representative(s) to resolve service recipient complaints.

5.04 Education and Public Awareness.

A. **General.** Contractor acknowledges and agrees that education and public awareness are critical, key, and essential elements of any efforts to achieve diversion and effectively manage Solid and Hazardous Waste. Accordingly, Contractor agrees to take direction from the Town to explore opportunities to expand public and service recipient knowledge concerning needs and methods to reduce, reuse, and recycle Solid Waste, and to cooperate fully with the Town in this regard. Contractor's public education plan is included as Exhibit C.

Contractor shall perform all of the public education activities related to the transition to new services, as described in Exhibit C. These education activities shall include, but not be limited to: mailings prior to the start of service, flyers handed out, follow-up mailings or hand-outs related to the new services, commercial advertising, and the mailing and hand-outs of The Town's newsletters upon request.

B. **Content Approval.** Contractor shall make available to the Town, and the Town shall approve prior to its use, all public educational materials used by Contractor. At a minimum, Contractor materials will describe the specific types of

1261 Recyclable Materials and Yard Waste, explain how to prepare materials for
1262 Collection, and explain how, where, and when to set out Containers for
1263 Collection.

1264
1265 All public educational materials shall be printed on or manufactured from
1266 recycled materials and contain the highest practical level of post-consumer
1267 content. Contractor's primary educational materials shall be available in English.
1268 Contractor may produce materials in additional languages for which there is a
1269 demand.

1270
1271 **C. Community Events.** At the direction of the Town, Contractor shall participate
1272 in and promote diversion techniques at community events and local activities.
1273 Such participation would normally include providing, without cost, educational
1274 and publicity information promoting the goals of the Town's waste reduction and
1275 recycling programs.

1276
1277 **D. Notification to New Service Recipients.** Immediately upon request for new
1278 service, Contractor shall notify the new service recipients of the Recyclable
1279 Materials and Yard Waste Collection services offered by Contractor. At the
1280 Town's request, such notification shall be available in languages other than
1281 English.

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1283 **5.05 Waste Generation/Characterization Studies.**
1284 Contractor acknowledges that the Town may perform Solid Waste generation and
1285 characterization studies periodically. Contractor agrees to participate and cooperate
1286 with the Town and their agents and to accomplish studies and data collection and
1287 prepare reports, as needed, to determine weights and volumes of Solid Waste and
1288 characterize Solid Waste generated, disposed, transformed, diverted or otherwise
1289 handled/processed to satisfy AB 939 requirements.

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1291 **5.06 Local Purchases**
1292
1293 Contractor shall purchase, at a minimum, the following supplies and services with
1294 the Town and if they are available within the Town limits:

- 1295
1296 a. Vehicle supplies(fuel, tires, service parts, etc)
1297 b. Office and facility supplies
1298 c. Printing/publishing
1299 d. Uniforms
1300 e. Banking
1301 f. Insurance

1302
1303 **5.07 Vegetative Waste Collection Transfer Station**
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1305 Contractor shall operate and manage the Town's Vegetative Waste Collection
1306 Transfer Station if requested by the Town. Contractor agrees to operate the facility at
1307 the current established gate rate or at a rate approved and agreed upon by the Town
1308 Manager. Gate rates in subsequent years may be determined for adjustment by the
1309 Town Manager based upon an annual review of operations costs factors such as, but
1310 not limited to, current market for biomass fuels, Neal Road Landfill gate fees, CPI
1311 index, etc. The Town agrees to indemnify and hold harmless Contractor for past
1312 environmental liabilities and clean-up costs associated with known contamination at
1313 the facility.
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ARTICLE 6
CONTRACTOR'S RATES

6.01 General.

A. **Rate Resolution.** The Town shall establish by resolution the maximum rates for the services provided by Contractor. The Town shall have the right to structure those rates as it deems appropriate so long as the revenues paid to the Contractor from charging such rates can reasonably be expected to generate sufficient revenues to provide for Contractor's Compensation.

B. **Full and Complete Compensation.** Contractor's Compensation provided for in this Article 6 shall be the full, entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, profit, and all other things necessary to perform all the services required by this Agreement in the manner and times prescribed.

6.02 Initial Rates.

Solid Waste, Recyclable Materials and Yard Waste. Contractor's maximum rates for the initial eight (8) months of this Agreement (i.e., from May 1, 2017 to December 31, 2017) shall be based on the "Solid Waste Collection Rate Schedule" provided in Exhibit F except for increases relating to pass-through costs. The revenue from such rates properly charged shall be the complete compensation due Contractor for the services performed by the Contractor in accordance with this Agreement. .

6.03 Subsequent Rates for Rate Years.

A. **General.** For each Rate Year beginning January 1, 2018, rates shall be adjusted as described below. For purposes of this calculation, rates shall be composed of three (3) components: a monthly Collection Rate, a monthly Disposal Rate, and a Franchise Fee.

B. **Monthly Collection Rate Adjustment.** The monthly Solid Waste, Recycling, and Yard Waste Collection Rates shall be adjusted upward or downward to reflect one hundred percent (100%) of the change in the California "Consumer Price Index, All Items for All Urban Consumers West Urban Area; 1982-84 = 100" for the most recent twelve (12) month period ending July as published by the U.S. Department of Labor, Bureau of Labor Statistics. No monthly Collection Rate increase shall exceed five percent (5%) per annum.

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- C. **Monthly Disposal Rate Adjustment.** The monthly Disposal Rate shall be adjusted based upon the percentage change in the gate rate at the Designated Disposal Site.
- D. **Franchise and Other Fee Adjustment.** The Franchise Fee component shall be calculated by adding the monthly Collection Rate and the monthly Disposal Rate and multiplying the resulting total by 0.0753. The Other Fee component is composed of charges for the Vehicle Impact Fee and other miscellaneous fees, as determined by the Town.
- E. **Contractor's Application.** By September 15, of each year, the Contractor shall submit an application request for adjustment of Rates to the Solid Waste Collection Rate Schedule to the Town. This application request shall be prepared and submitted with format in accordance with the procedures and as described in this Agreement and in Exhibit E.
- F. **Determination of Adjustment to Rates.** The Town, or representative, will review the Contractor's application request for adjustment to Rates for compliance with this Agreement, accuracy, and reasonableness. The Town shall attempt in good faith to make the adjustment effective by January 1st of each Rate Year. However, the Town shall not make any retroactive adjustments to compensate for any delay in calculating the adjustment to rates which results from the failure of the Contractor to submit its request by September 15, of each Rate Year and/or respond promptly for information related to any of the calculations required by this Section or from appeals of the determination to the Town which extends the process of determination. The revenue from such rates properly charged shall be the complete compensation due Contractor for services performed by the Contractor in accordance with this Agreement.

ARTICLE 7
REVIEW OF SERVICES AND PERFORMANCE

7.01 Performance Hearing.

The Town may hold a public hearing on or about the first anniversary date of this Agreement and on or about each subsequent anniversary, at which time Contractor shall be present and shall participate, to review its services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, waste reduction, Recycling, Yard Waste diversion, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, waste reduction and diversion system; and to ensure services are being provided with adequate quality, effectiveness and economy.

Within forty-five (45) days after receiving notice from the Town of a Solid Waste performance review hearing, Contractor shall, at a minimum, submit a report to the Town indicating changes recommended and/or new services to improve the Town's ability to meet the Town's waste reduction and recycling obligations and goals and to contain costs and minimize impacts on rates.

The reports required by this Agreement regarding service recipient Complaints shall be used as one basis for review. Contractor may submit other relevant performance information and reports for consideration. The Town may request Contractor to submit specific information for the hearing. In addition, any service recipient may submit comments or Complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Solid Waste performance hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, service recipient Complaints, amendments to this Agreement, developments in the applicable laws and regulations, new initiatives for meeting or exceeding waste reduction and recycling goals, regulatory constraints and Contractor performance. The Town and Contractor may each select additional topics for discussion at any performance review hearing.

Not later than sixty (60) days after the conclusion of each performance hearing, the Town may issue a report. As a result of the review, the Town may require Contractor to provide expanded or new services within a reasonable time and for reasonable rates and compensation and the Town may direct Contractor to take corrective actions for any performance inadequacies.

7.02 Annual Diversion Program Review.

Beginning on the Effective Date of the Agreement, and then on an annual basis thereafter, Contractor shall meet with the Town to describe the progress of each active diversion program. Contractor should document the results of the programs

on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by the Town or any other government entity as may be necessary to evaluate the performance of each program.

At each annual meeting, the Town and Contractor shall have the opportunity to revise a program based on mutually agreed upon terms. The Town shall have the right to terminate a program if in its sole discretion, the Contractor is not cost effectively achieving the program's goals and objectives. Prior to such termination, the Town shall meet and confer with the Contractor for a period of up to 90 days to resolve the Town's concerns. Thereafter, the Town may utilize a third party to perform these services if the Town reasonably believes the third party can improve on Contractor's performance and/or cost. Notwithstanding these changes, Contractor shall continue the program during the meet and confer period and, thereafter, until the third party takes over the program.

ARTICLE 8
RECORDS, REPORTS AND INFORMATION REQUIREMENTS

8.01 General.

Contractor shall conduct data collection, information and record keeping, and reporting activities needed to comply with and to meet the reporting and Solid Waste program management needs of the Town (including AB939) and other Federal and State and local laws and regulations and the requirements of this Agreement. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define what the records and reports are to be and their content. Further, with the written direction or approval of Town, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency. Records and reporting may be revised to reflect current record keeping and reporting.

8.02 Records.

A. General. In order to administer this Agreement it is necessary for Contractor to maintain accurate, detailed financial and operational information in a consistent format and to make such information available to the Town in a timely fashion. Contractor shall maintain records required to conduct its operations, to support requests it may make to the Town, and to respond to requests from the Town in the conduct of Town's business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years after the expiration of this Agreement.

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to the Town and its official representatives during normal business hours.

B. Inspection and Retention of Records.

1. Contractor's Accounting Records. Contractor shall maintain accurate and complete accounting records containing the underlying financial and operating data relating to and showing the basis for computation of all costs associated with providing services under this Agreement. The accounting records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied.

1496 **2. Inspection of Records.** The Town, and/or agents selected by the Town,
1497 shall have the right, during regular business hours, to conduct
1498 unannounced on-site inspections of the records and accounting systems of
1499 Contractor and to make copies of any documents relevant to this
1500 Agreement.

1501 **3. Retention of Records.** Unless otherwise herein required, Contractor shall
1502 retain all records and data required to be maintained by this Agreement
1503 for at least five (5) years.

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1505 Records and data required to be maintained that are specifically directed to
1506 be retained shall be retrieved by Contractor and made available to the
1507 Town.

1508
1509 Records and data required to be maintained that are not specifically
1510 directed to be retained that are, in the sole opinion of the Town, material to
1511 establishing rates or to a determination of the Contractor's performance
1512 under this Agreement, shall be retrieved by Contractor and made available
1513 to the Town.

1514
1515 Records and data required to be maintained that are not specifically
1516 directed to be retained and that are not material to establishing rates
1517 and/or not required for the determination of the Contractor's performance
1518 do not need to be retrieved by Contractor. In such a case, however, the
1519 Town may make reasonable assumptions regarding what information is
1520 contained in such records and data, and such assumption shall be
1521 conclusive in whatever action the Town takes.
1522

1523 **4. Delivery of Financial Statements, Auditors' Reports.** Financial statements
1524 shall show Contractor's results of operations on a combined basis for the
1525 Town, including the specific revenues and expenses in connection with the
1526 operations provided for in this Agreement and others included in such
1527 financial statements. The financial statements shall be prepared in
1528 accordance with Generally Accepted Accounting Principles (GAAP). The
1529 financial statements shall be prepared by the Contractor and marked
1530 "unaudited". Such statements should include a certification by the
1531 Contractor's Chief Financial Officer. The financial statements for Rate
1532 Years shall have been examined by and shall be accompanied by the report
1533 of an independent certified public accountant (CPA) licensed (in good
1534 standing) to practice public accounting in the State of California as

determined by the State of California Consumer Affairs Board of Accountancy. Such accountant's representation shall include that it has examined the Contractor's financial statements in accordance with Generally Accepted Auditing Standards (GAAS) and the accountant's opinion that such statements have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied and fairly reflect the results of operations and Contractor's financial condition.

C. Solid Waste Records. Records shall be maintained and made available to the Town within 24 hours of written request relating to:

1. Service recipient services and billing;
2. Character, weight and volume of Solid Waste by type (e.g., Solid Waste, Recyclable Materials, and Yard Waste) and line of business (can/cart service, bin service, roll-off service, compactor service) especially as related to reducing and diverting Solid Waste.
3. Routes;
4. Facilities, equipment and personnel used;
5. Facilities and equipment operations, maintenance and repair;
6. Processing and Disposal of Solid Waste;
7. Types and quantities of Hazardous Waste inadvertently Collected but diverted from landfilling;
8. Complaints; and,
9. Missed Pick-ups.

Contractor shall maintain records of all Solid Waste Collected in the Town's Service Area for the period of this Agreement and all extensions to this Agreement or successor Agreements. In the event the Town requests certain records or Contractor discontinues providing services to the Town, Contractor shall provide all records of all Solid Waste requested to the Town within thirty (30) days of discontinuing service. Records shall be in chronological and organized form and readily and easily interpreted.

1568 **D. CERCLA Defense Records.** The Town views the ability to defend against
1569 CERCLA and related litigation as a matter of great importance. For this reason,
1570 the Town regards the ability to prove where Solid Waste Collected in the Service
1571 Area was taken for Transfer or Disposal, as well as where it was not taken, to be
1572 matters of concern. Contractor shall maintain data retention and preservation
1573 systems which can establish where Solid Waste Collected in the Service Area was
1574 disposed of (and therefore establish where it was not landfilled). This provision
1575 shall survive the expiration of the period during which Collection services are to
1576 be provided under this Agreement. Contractor shall maintain these records for a
1577 minimum of ten (10) years. Contractor shall provide these records to the Town in
1578 an organized and indexed manner rather than destroying or disposing of them.
1579

1580 **E. Recyclable Materials and Yard Waste Records.** Records shall be maintained
1581 for the Town that relate to:

- 1582 1. Records described in Section 8.02.C, above;
- 1583 2. Recyclable Materials, and Yard Waste Collection weekly and /or bi-weekly
1584 participation rates.
- 1585 3. Recyclable Materials sales value;
- 1586 4. Weight of material by type; and,
- 1587 5. End use and markets.

1588 **F. Other Programs' Records.** Records for other programs shall be tailored to
1589 specific needs. In general, they shall include:
1590

- 1591 1. Plans, tasks, and milestones; and,
- 1592 2. Accomplishments in terms such as dates, activities conducted, quantities of
1593 products used, produced or distributed, and numbers of participants and
1594 responses.

1595 **8.03 Reports.**

1596 **A. Report Formats and Schedule.** Records shall be maintained in forms and by
1597 methods that facilitate flexible use of data contained in them to structure reports,
1598 as needed. Reports are intended to compile recorded data into useful forms of
1599 information that can be used to, among other things:
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1. Determine the number of subscribers to each service by service level, and the total revenues generated.
2. Determine the total quantity of material Collected, transferred, Recycled processed and / or disposed through each program and service, by material type.
3. Evaluate past and expected progress towards achieving the Town's diversion goals and objectives;
4. Determine needs for adjustment to programs; and, evaluate service recipient service and Complaints.
5. Prepare AB 939 Annual Reports and any and all other State required reports.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the Town. Contractor agrees to submit all reports on computer discs or by modem in a format compatible with Town's software/computers at no additional charge, if requested by the Town. Contractor will provide a certification statement, under penalty or perjury, by the responsible Contractor official, that the report being submitted is true and correct to the best knowledge of such official after their reasonable inquiry.

Annual Reports shall be submitted not later than April 1st following the calendar year.

All reports shall be submitted to:

Town of Paradise
Town Hall
5555 Skyway
Paradise, CA 95969
Attn: Town Manager

- B. Annual Reports.** Annual Reports are to include the following information, at a minimum, compiled and reported for each month of the year, and as an annual total. Annual totals are also to be provided for all previous years of the Agreement for purposes of comparison. The information listed below shall be the minimum reported for each service. To the extent that the requested information is not tracked directly by the Contractor or can not be specifically established due to the nature of the Contractor's operations, the Contractor shall present to the

Town a proposed method for estimating the required information, the reasonableness of which shall be subject to the approval of the Town.

1. Solid Waste Collection Services.

- a. Solid Waste tons Collected by Contractor, allocated between Residential cart service, Commercial cart and bin service, roll-off and compactor service.
- b. Number of subscribers by service level
- c. Subscriber data including name, address, and service level
- d. Total Gross Revenues by service level, including revenues generated by each type of "Extra Services".
- e. Number of Disabled Accounts.
- f. Number of compactor accounts, size of compactors and number and size of compactors provided by the Contractor.
- g. Number of debris-box pulls by bin size.
- h. Tons processed and recovered through each processing operation including Construction Demolition Debris Recovery Program, Material Recovery Facility and any other processing operations
- i. Complaint summary, for month and cumulative for report year, as above. Data shall be summarized by nature of Complaints on a compatible computer disc.
- j. Narrative summary of problems encountered (including scavenging) and actions taken with recommendations for the Town, as appropriate.
- k. Description of promotional and public education materials created or distributed.
- l. A summary or copy of the Hazardous Waste records required under Sections 8.02.C and 8.02.D.
- m. Other information or reports that the Town may reasonably request or require.

1685 **2. Recyclable Materials and Yard Waste Services.** Contractor shall provide
1686 the same information as Solid Waste service, but for Recyclable Materials
1687 and Yard Waste services, Contractor shall provide:

1688
1689 a. Total tons diverted by each program/service (e.g., Residential
1690 Curbside Recycling, Residential Yard Waste, Commercial
1691 Recycling), by material type and end use.

1692
1693 b. Number of accounts for each program/service, number and size of
1694 Containers and total tons Recycled by material type.

1695
1696 c. Participation and set-out rates in same format as number of
1697 accounts.

1698
1699 d. Recyclable Materials sales revenue by material type.

1700 **3.** Contractor shall provide information about Street Sweeping Program set
1701 forth in Exhibit H.

1702 **4. Other Programs.** For each program, provide activity related and narrative
1703 reports on goals and milestones and accomplishments. Describe problems
1704 encountered, actions taken and any recommendations to facilitate
1705 progress. Describe vehicles, personnel, and equipment utilized for each
1706 program.

1707 **5. Summary Assessment.** Provide a summary assessment of the overall
1708 Franchised Services from Contractor's perspective relative to financial and
1709 physical status of program. The physical status summary is to report:
1710 operating efficiency, economy and effectiveness of the program relative to
1711 the goals and objectives of this Agreement including particularly the
1712 Town's diversion goals; provide recommendations and plans to improve;
1713 highlight significant accomplishments and problems.

1714
1715 **C. AB 939 Reports.** As part of the requirements of this Agreement the Contractor
1716 shall prepare and submit all required AB 939 reports to the Town or the Butte
1717 County Regional Waste Management Authority for their submission to
1718 CalRecycle, including Annual Reports, reports and other required information
1719 related to the existing Compliance Order (Tracking No: IWMA BR99-04) and any
1720 other State required reports. Reports are to comply with specified formats and are
1721 to be submitted according to the specified schedules. **It is the intent of the Town**
1722 **for the Contractor to be responsible for all such reporting to the Authority on**
1723 **behalf of the Town, unless otherwise directed by the Town.**

1724
1725 **D. Resource Recovery Plan.** As part of its Annual Report to the Town described
1726 in Section 8.03.B, Contractor shall submit to the Town an annual proposal
1727 describing proposed resource recovery programs, their diversion potential and
1728 associated detailed costs for programs that Contractor believes can significantly
1729 increase diversion. Within sixty days, the Town shall respond to the Plan in
1730 writing. If the Parties reach agreement on implementation of additional
1731 programs, Contractor shall be obligated to implement those programs on a
1732 schedule and for a cost agreed to by the Parties.

1733
1734 **E. Quarterly Reports.** The Town reserves the right to require more frequent
1735 reporting by the Contractor (e.g., quarterly reports) of information for purposes of
1736 documenting progress toward meeting its AB 939 reporting requirements or other
1737 purpose deemed necessary by the Town.
1738

1739 **8.04 Adverse Information.**

1740
1741 **A. Reporting Adverse Information.** Contractor shall provide the Town two (2)
1742 copies (one to the Town Administrator, one to the Town's Attorney) of all reports,
1743 pleadings, applications, notifications, Notices of Violation, communications or
1744 other material relating specifically to Contractor's performance of services
1745 pursuant to this Agreement, submitted by Contractor to, or received by
1746 Contractor from, the United States or California Environmental Protection
1747 Agency, CalRecycle, the Securities and Exchange Commission or any other
1748 Federal, State or local agencies, including any Federal or State court. Copies shall
1749 be submitted to the Town simultaneously with Contractor's filing or submission
1750 of such matters with said agencies. Contractor's routine correspondence to said
1751 agencies need not be routinely submitted to the Town, but shall be made
1752 available to the Town promptly upon the Town's written request.
1753

1754 **B. Failure to Report.** The refusal or failure of Contractor to file any required
1755 reports, or to provide required information to the Town, or the inclusion of any
1756 materially false or misleading statement or representation by Contractor in such
1757 report shall be deemed a material breach of the Agreement as described in Section
1758 11.01 and shall subject Contractor to all remedies which are available to the Town
1759 under the Agreement or otherwise.
1760

1761 **8.05 Right to Inspect Records.**

1762 The Town shall have the right to inspect or review the payroll tax reports, specific
1763 documents or records required expressly or by inference pursuant to this Agreement,
1764 or any other similar records or reports of Contractor or its Related Party Entities that
1765 the Town shall deem, in its sole discretion, necessary to evaluate annual reports,
1766 compensation applications provided for in this Agreement and Contractor's
1767 performance provided for in this Agreement.
1768

ARTICLE 9
INDEMNIFICATION, INSURANCE AND BOND

9.01 Indemnification.

A. **General Indemnification.** Contractor shall indemnify, defend and hold harmless, at Contractor's sole cost and expense, the Town, its officers, employees and agents, from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature including, but not limit to, injury to and death of any Person and/or damage to property or for contribution or indemnity claimed by third parties (collectively, the "Claims"), arising out of or occasioned in any way by, directly or indirectly, Contractor's performance of, or its failure to perform, its obligations under the Agreement, but not limited to, Contractor's failure to comply with applicable laws or the Contractor's breach of its representation and warranties in this Agreement. The foregoing shall also apply if the Claim is caused by the joint negligence of the Town and Contractor, but only to the extent to Contractor's negligence. This indemnification will not extend to Claims to the extent they are caused by the sole negligence or intentional misconduct or omission of the Town. This general indemnification provision shall survive the termination of this Agreement.

B. **Hazardous Substance Indemnification.** Contractor shall indemnify, defend with counsel selected by the Town, protect and hold harmless the Town and their officers, directors, employees, volunteers, and agents, and member agencies, their officers, directors, employees, volunteers, and agents, (collectively, indemnitee) from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys' expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (Collectively, "Damages") or any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitee arising from or attributable to the acts or omissions of Contractor, its officers, directors, employees, companies or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance, Hazardous Waste, and/or construction and street debris, or other waste Collected under this Agreement. This indemnity afforded indemnitee, shall be limited only to exclude coverage for intentional wrongful acts and active negligence of indemnitee, indemnitee delivery of

1814 material to Contractor which does not conform to the descriptions of Solid Waste
1815 under this Agreement and as provided below. The forgoing indemnity is
1816 intended to operate as an agreement in recognition of §107(e) of the
1817 Comprehensive Environmental Response, Compensation and Liability Act,
1818 CERCLA, 42 USC. §9607(e) and California Health and Safety Code §25364, to
1819 defend, protect, hold harmless, and indemnify the Town from liability. This
1820 provision is in addition to all other provisions in this Agreement and is intended
1821 to survive the end of the Term of this Agreement. Nothing in this paragraph shall
1822 prevent Contractor from seeking indemnification or contribution from Persons or
1823 entities other than indemnitee, for any liabilities incurred by Contractor, or the
1824 indemnitee. As appropriate, Contractor's parent company should provide the
1825 guarantees necessary to meet this provision.
1826

1827 Should the Town contract for or direct the Disposal of Solid Waste to a Transfer
1828 Station or landfill not owned or solely operated by Contractor or an Affiliate, then in
1829 that event, Contractor's Hazardous Substances indemnification and other indemnitee
1830 shall not apply to claims, damages, legal proceedings or other liabilities arising from
1831 or relating to such non-Contractor owned or operated Transfer Station or Disposal
1832 Facility.

1833 **9.02 AB 939 Indemnification.**

1834 In addition to all other relief provided to the Town under this Agreement, Contractor
1835 agrees to indemnify and hold harmless the Town, their officers, directors, Councils,
1836 employees, and agents from and against all fines and/or penalties imposed by
1837 CalRecycle in the event the source reduction and Recycling goals or any other
1838 requirement of the Act are not met by the Town with respect to the waste stream
1839 Collected under this Agreement and such failure is due to the failure of Contractor to
1840 meet its obligations under this Agreement and/or for delays in providing
1841 information that prevents the Town from submitting reports required by AB 939 in a
1842 timely manner.
1843

1844 **9.03 Insurance.**

1845
1846 **A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:
1847

- 1848 1. The most recent editions of Insurance Services Office form number GL
1849 0002 covering Comprehensive or Commercial General Liability and
1850 Insurance Services Office form number GL 0404 covering Broad Form
1851 Comprehensive or Commercial General Liability; or Insurance Services
1852 Office Commercial General Liability coverage ("occurrence" form CG
1853 0001).

- 1854 2. The most recent editions of Insurance Services Office form number CA
1855 0001 covering Automobile Liability, code 1 "any auto" and endorsement
1856 CA 0025.
- 1857 3. Workers' Compensation insurance as required by the Labor Code of the
1858 State of California and Employers Liability insurance.
- 1859
1860 **B. Minimum Limits of Insurance.** Contractor shall maintain limits no less than:
1861
- 1862 1. Comprehensive General Liability: Five Million Dollars (\$5,000,000)
1863 combined single limit per occurrence for bodily injury, Personal injury and
1864 property damage.
- 1865 2. Automobile Liability: Five Million Dollars (\$5,000,000) combined single
1866 limit per accident for bodily injury and property damage.
- 1867 3. Workers' Compensation and Employers Liability: Workers' compensation
1868 limits as required by the Labor Code of the State of California and
1869 Employers Liability limits of \$1,000,000 per accident.
- 1870
1871 **C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured
1872 retentions are the responsibility of Contractor and shall be declared to the Town.
1873 At the option of the Town, either: the insurer shall reduce or eliminate such
1874 deductibles or self-insured retentions as respects the Town, its officials and
1875 employees, directors, agents and volunteers; or Contractor shall procure a bond
1876 guaranteeing payment of losses and related investigations, claim administration
1877 and defense expenses.
- 1878
1879 **D. Other Insurance Provisions.** The policies are to contain, or be endorsed to
1880 contain, the following provisions:
- 1881 1. General Liability and Automobile Liability Coverage
- 1882 a. The Town, their officials, employees, directors, agents and
1883 volunteers are to be covered as additional insured as respects:
1884 liability arising out of activities performed by or on behalf of
1885 Contractor; products and completed operations of Contractor;
1886 Premises owned, leased or used by Contractor; or automobiles
1887 owned, leased, hired or borrowed by Contractor. The coverage
1888 shall contain no special limitations on the scope of protection
1889 afforded to the Town, its officials, employees or volunteers.
1890

- 1891 b. Contractor's insurance coverage shall be primary insurance as
1892 respects the Town, its officials, directors, employees and volunteers.
1893 Any insurance or self-insurance maintained by the Town, its
1894 officials, employees, directors, agents or volunteers shall be excess
1895 of Contractor's insurance and shall not contribute with it.
1896
1897 c. Any failure to comply with reporting provisions of the policies shall
1898 not affect coverage provided to the Town, its officials, employees,
1899 directors, agents or volunteers.
1900
1901 d. Coverage shall state that Contractor's insurance shall apply
1902 separately to each insured against whom claim is made or suit is
1903 brought, except with respect to the limits of the insurer's liability.
1904

1905 **2. Workers' Compensation and Employers Liability Coverage.** The insurer
1906 shall agree to waive all rights of subrogation against the Town, its officials,
1907 employees, directors, agents and volunteers for losses arising from work
1908 performed by Contractor for the Town.

1909 **3. All Coverage.** Each insurance policy required by this clause shall be
1910 endorsed to state that coverage shall not be suspended, voided, canceled
1911 by either party, reduced in coverage or in limits except after thirty (30)
1912 days' prior written notice by certified mail, return receipt requested, has
1913 been given to the Town.

1914
1915 **E. Acceptability of Insurers.** The insurance policies required by this Section
1916 shall be issued by an insurance company or companies admitted or approved
1917 non-admitted to do business in the State of California subject to the Authority of
1918 the California Insurance Commissioner and with a rating in the most recent
1919 edition of Best's Insurance Reports of size category VII or larger and a rating
1920 classification of A or better.
1921

1922 **F. Verification of Coverage.** Contractor shall furnish the Town with certificates
1923 of insurance and with original endorsements affecting coverage required by this
1924 clause. The certificates and endorsements for each insurance policy shall be
1925 signed by a Person authorized by that insurer to bind coverage on its behalf. The
1926 certificates and endorsements are to be on forms provided by or acceptable to the
1927 Town and are to be received and approved by the Town before work commences.
1928 The Town reserves the right to require complete, certified copies of all required
1929 insurance policies, at any time.
1930

1931 **G. Subcontractor.** Contractor shall include all subcontractors as insured under
1932 its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Required Endorsements.

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

"Thirty (30) days prior written notice shall be given to the Town in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Town of Paradise
Town Hall
5555 Skyway
Paradise, CA 95969
Attn: Town Manager

2. The Public Liability policy shall contain endorsements in substantially the following form:

- a. "Thirty (30) days prior written notice shall be given to the Town in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Town of Paradise
Town Hall
5555 Skyway
Paradise, CA 95969
Attn: Town Manager

- b. "The Town, its officers, employees, directors, agents and volunteers are additional insured on this policy."

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

- d. "Inclusion of the Town as an insured shall not affect the Town's rights as respects any claim, demand, suit or judgment brought or recovered against Contractor. This policy shall protect the

1975 Contractor and the Town in the same manner as though a separate
1976 policy had been issued to each, but this shall not operate to increase
1977 Contractor's liability as set forth in the policy beyond the amount
1978 shown or to which Contractor would have been liable if only one
1979 party had been named as an insured."

1980
1981 **I. Delivery of Proof of Coverage.** On or before the Effective Date, Contractor
1982 shall furnish the Town with certificates of each policy of insurance required
1983 hereunder. Such certificates shall show the type and amount of coverage,
1984 effective dates, and dates of expiration of policies and shall note all required
1985 endorsements. The certificates for each policy are to be signed by a Person
1986 authorized at the insurer to bind coverage on its behalf. If at any time the Towns
1987 so requests, complete certified copies of each policy, together with all
1988 endorsements, shall also be promptly delivered to the Town. Contractor shall
1989 periodically furnish renewal certificates to the Town to demonstrate maintenance
1990 of the required coverage throughout the Term.

1991
1992 **J. Other Insurance Requirements.**
1993

- 1994 1. In the event any services are delegated to a subcontractor, Contractor shall
1995 require such subcontractor to provide statutory workers' compensation
1996 insurance and employer's liability insurance for all of the subcontractor's
1997 employees engaged in the work. The liability insurance required by this
1998 Section 9.03.J.1 shall cover all subcontractors or the subcontractor must
1999 furnish evidence of insurance provided it meets all of the requirements of
2000 this Section 9.03.J.1.
- 2001 2. Contractor shall comply with all requirements of the insurer's policies. The
2002 carrying of insurance shall not relieve Contractor from any obligation
2003 under this Agreement. If any claim is made by any third party against
2004 Contractor or a subcontractor on account of any occurrence related to this
2005 Agreement, Contractor shall promptly report the facts in writing to the
2006 insurance carrier and to the Town.
- 2007 3. If Contractor fails to procure and maintain any insurance by this
2008 Agreement, the Town may take out and maintain, at Contractor's expense,
2009 such insurance as the Town may reasonably deem proper in accordance
2010 with the limits set forth herein and Contractor shall reimburse the Town
2011 for the cost of such insurance within thirty days of being invoiced by the
2012 Town for such costs.

2013

2014 4. The Comprehensive General Liability insurance required by the Section
2015 shall be written on an occurrence (not accident) rather than a “claims
2016 made” basis, if such coverage is obtainable. If its is not obtainable,
2017 Contractor shall notify the Town and arrange for “tail coverage” to protect
2018 the Town from claims filed during the three years immediately following
2019 the expiration or termination of this Agreement relating to incidents which
2020 occurred prior to such expiration or termination.

2021

2022 **9.04 Letter of Credit.**

2023 Simultaneously with the execution of this Agreement, Contractor shall file with the
2024 Town an irrevocable letter of credit in a form approved by the Town Attorney
2025 securing Contractor’s performance of its obligations under this Agreement and shall
2026 maintain such letter of credit on an annual basis and shall be annually renewed
2027 thereafter throughout the Term of this Agreement. The Town shall have the right to
2028 make draws from the letter of credit if Contractor breaches this Agreement. The
2029 principal sum of the letter of credit shall be \$100,000.00.

2030

2031

2032

ARTICLE 10
TOWN'S RIGHT TO PERFORM SERVICE

10.01 General.

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect or transport any or all Solid Waste, Recyclable Materials, and Yard Waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, Solid Waste, Recyclable Materials, and Yard Waste should accumulate in the Service Area to such an extent, in such a manner, or for such a time that the Town should find that such accumulation endangers or menaces the public health, safety or welfare, then the Town shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by the Town, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor; and/or (2) to take temporary possession of any or all of Contractor's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, Recyclable Materials, and Yard Waste, and to use such property to Collect and transport any Solid Waste, Recyclable Materials, and Yard Waste generated within the Service Area which Contractor would otherwise be obligated to Collect and transport pursuant to this Agreement.

If Solid Waste, Recyclable Materials, and Yard Waste accumulates in the Service Area to such an extent, in such a manner or for such a time that the Town finds that such accumulation represents an immediate danger or menace to the public health safety or welfare, the Town shall not be required to provide the twenty-four (24) hour prior written notice set forth above in order to take the above actions.

Notice of Contractor's failure, refusal or neglect to Collect and transport Solid Waste, Recyclable Materials, and Yard Waste may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within twenty-four (24) hours of the oral notification.

Contractor further agrees that in such event:

- A. It will take direction from the Town to affect the transfer of possession of equipment and property to the Town for its use.
- B. It will, if the Town so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

C. The Town may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, Recyclable Materials, and Yard Waste, including, if the Town so desires, employees previously or then employed by Contractor. Contractor further agrees, if the Town so requests, to furnish the Town the services of any or all management or office personnel employed by Contractor whose services are necessary or useful for Solid Waste, Recyclable Materials, and Yard Waste Collection, transportation, processing and disposal operations and for the billing and Collection of fees for these services.

The Town agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.04, the Town shall pay to Contractor the reasonable rental value of the equipment and facilities, possession of which is taken by the Town, for the period of the Town's possession, if any, which extends beyond the period of time for which Contractor has rendered bills in advance of service, for the class of service involved.

Except as otherwise expressly provided in the previous paragraph, the Town's exercise of its rights under this Article 10 (1) does not constitute a taking of private property for which compensation must be paid; (2) will not create any liability on the part of the Town to Contractor; and (3) does not exempt Contractor from any of the indemnity or insurance provisions of this Agreement, which are meant to extend to circumstances arising under this Section, provided that Contractor is not required to indemnify the Town against claims and damages arising from the negligence or willful misconduct of the Town, its elective and appointive boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time the Town has taken possession of such vehicles.

10.02 Temporary Possession of Contractor's Property.

If the Town suffers an interruption or discontinuance of service (including interruptions and discontinuance due to events described in Section 11.04), the Town may take possession of and use all of Contractor's property described above until other suitable arrangements can be made for the provision of the Franchised Services.

10.03 Billing and Compensation to the Town during Town's Possession.

During such time that the Town is providing Solid Waste services, as above provided, Contractor shall bill and Collect payment from all users of the above-mentioned services as described in Section 5.02. Contractor further agrees that, in such event, it shall reimburse the Town for any and all costs and expenses incurred by the Town beyond that billed and received by Contractor in taking over possession

of the above-mentioned equipment and property for Franchised Services in such manner and to an extent as would otherwise be required of Contractor under the Terms of this Agreement. Such reimbursement shall be made from time to time after submission by the Town to Contractor of each statement listing such costs and expenses, but in no event later than five (5) working days from and after each such submission.

10.04 Town's Right to Relinquish Possession.

It is further mutually agreed that the Town may at any time at their discretion relinquish possession of any or all of the above-mentioned property to Contractor and thereupon demand that Contractor resume the Franchised Services as provided in this Agreement, whereupon Contractor shall be bound to resume the same.

10.05 Duration of Town's Possession.

Town's right pursuant to this Article to retain temporary possession of Contractor's facilities and equipment, and to render Collection services, shall terminate when the event which caused the taking possession under Section 10.01 is cured and the performance bond is fully restored. In any case, the Town has no obligation to maintain possession of Contractor's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Contractor.

ARTICLE 11
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

11.01 Events of Default.

All provisions of the Agreement and this Agreement to be performed by Contractor are considered material. Each of the following shall constitute an event of default.

- A. Fraud or Deceit.** If Contractor practices, or attempts to practice, any fraud or deceit upon the Town.
- B. Insolvency or Bankruptcy.** If Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- C. Failure to Maintain Coverage.** If Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.
- D. Violations of Regulation.** If Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred.
- E. Failure to Perform.** If Contractor ceases to provide Collection, processing, or Recycling services as required under this Agreement for a period of two (2) consecutive days or more, for any reason within the control of Contractor, including labor disputes.
- F. Failure to Pay.** If Contractor fails to make any payments required under this Agreement and/or refuses to provide the Town with required information, reports, and/or records in a timely manner as provided for in the Agreement.
- G. Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, the Act of 1989, as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued there under and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- H. False or Misleading Statements.** Any representation or disclosure made to the Town by Contractor in connection with or as an inducement to entering into

this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

I. Attachment. There is a seizure of, attachment of, or levy on, the operating equipment of Contractor, including without limits its equipment, maintenance or office facilities, or any part thereof.

J. Suspension or Termination of Service. There is any termination or suspension of the transaction of business by Contractor related to this Agreement, including without limit, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than two (2) consecutive days.

K. Failure to Provide Assurance of Performance. It Contractor fails to provide reasonable assurances of performance as required under Section 11.06.

Contractor shall be given ten (10) business days from written notification by the Town to cure any default arising under subsections C, E, F, I, J and K provided, however, that the Town shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach within a twenty-four (24) month period.

11.02 Right to Terminate Upon Default.

In the event that Contractor should default and subject to the right of the Contractor to cure, in the performance of any provisions of this contract, and the default is not cured for any default arising under Section 11.01 C, E, F, I, J or K, within ten (10) days' notice if the public health or safety is threatened, or otherwise thirty (30) days after receipt of written notice of default from the Town, then the Town may, at its option, terminate this Agreement and/or hold a hearing at its next Town Council meeting to determine whether this contract should be terminated. In the event the Town decides to terminate this contract, the Town shall serve twenty (20) days' written notice of its intention to terminate upon Contractor. In the event the Town exercises its right to terminate this contract, the Town may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of the Town upon a failure of Contractor to perform its obligations under this Agreement.

The Town's rights to terminate this Agreement and to take possession of Contractor's Facility are not exclusive, and the Town's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the Town may have. By virtue of the nature of this Agreement, the urgency of timely continuous and high-quality

service, the time required to effect alternative service, and the rights granted by the Town to Contractor, the remedy of damages for a breach hereof by Contractor may be inadequate and the Town may seek injunctive relief.

11.03 Liquidated Damages.

A. General. The Town finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by the Town as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that Franchised Services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge that consistent, reliable Solid Waste, Recyclable Materials, and Yard Waste Collection is of utmost importance to the Town and that the Town has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, the Service Area and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which the Town will suffer. Therefore, without prejudice to the Town's right to treat such non-performance as an event of default under this Article 11, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to the Town that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel

2279 and obtain an explanation of the liquidated damage provisions at the time that
2280 the Agreement was made.

2281 Contractor _____ Town _____
2282 Initial Here _____ Initial Here _____

2283
2284 Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts
2285 set forth below:
2286

2287 **1. Collection Reliability.**

- 2288 a. For each failure to commence service to a new service recipient
2289 account within seven (7) days after order, which exceed five (5) such
2290 failures annually: \$150.00
2291 b. For each failure to Collect Solid Waste, Recyclable Materials, and
2292 Yard Waste, which has been properly set out for Collection, from an
2293 established service recipient account on the scheduled Collection
2294 day and not Collected within the period described in this
2295 Agreement which exceeds forty-five (45) such failures quarterly:
2296 \$150.00
2297 c. For each failure to Collect Solid Waste, Recyclable Materials, and
2298 Yard Waste, which has been properly set out for Collection, from
2299 the same service recipient on two (2) consecutive scheduled pickup
2300 days: \$150.00
2301 d. For each failure to perform and submit billing reviews: \$250.00
2302

2303 **2. Collection Quality.**

- 2304 a. For each occurrence of damage to private property which exceeds
2305 seven (7) such occurrences annually: \$250.00
2306 b. For each occurrence of failure to properly return empty Containers
2307 to avoid pedestrian or vehicular traffic impediments or to place cans
2308 upright with lids secured (in areas where service recipients own
2309 their containers, if applicable) which exceeds ten (10) such
2310 occurrences annually: \$150.00
2311 c. For each occurrence of excessive noise or discourteous behavior:
2312 \$250.00
2313 d. For each failure to clean up Solid Waste, Recyclable Materials, and
2314 Yard Waste spilled by Contractor from Containers which exceeds
2315 fifteen (15) such failures annually: \$150.00
2316 e. For each occurrence of Collecting Solid Waste, Recyclable Materials
2317 and Yard Waste during unauthorized hours which exceeds ten (10)
2318 such occurrences annually: \$250.00
2319

2320 **3. Service Recipient Responsiveness.**

- a. For each failure to initially respond to a service recipient Complaint within one (1) business day: \$100.00
- b. For each failure to process service recipient Complaints to the Town as required by Article 5: \$500.00

- 4. Timeliness of Submissions to Town/State Agencies.** Reports shall be considered late, after the seventh late day, until such time as a correct and complete report is received by the Town. For each calendar day a report is late, the daily liquidated damage amount shall be:
- a. Annual reports to the Town: \$100 per day
 - b. Required reports to State agencies per Section 8.03.C of this Agreement: \$100 per day

Liquidated damages will only be assessed after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach as described in this Agreement. The Town may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of service recipient Complaints.

Prior to assessing liquidated damages, the Town shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of the Town relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the Town. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Town will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Town shall be final.

C. Amount. The Town may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

D. Timing of Payment. Contractor shall pay any liquidated damages assessed by the Town within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, the Town may proceed against the performance bond required by the Agreement or order the termination of the Agreement granted by this Agreement, or both.

11.04 Excuse from Performance.

The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, terrorist attacks, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including, but not limited to, strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor is not an excuse from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section 11.04.

The interruption or discontinuance of Contractor's services caused by one or more of the events excused shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations to Collect; transfer, transport, process and Dispose of Solid Waste hereunder for any of the causes listed in this Section for a period of ten (10) days or more, the Town shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice, in which case the provisions relative to taking possession of Contractor's land, equipment and other property and engaging Contractor's personnel in Article 10 and this Article 11 will apply.

11.05 Notice, Hearing and Appeal of Town/ Breach.

Should Contractor contend that the Town is in breach of this Agreement, it shall file with the Town Administrator a written request with the Town's Solid Waste Committee for an administrative hearing. Said request shall be made within ninety (90) days of the event or incident which allegedly gave rise to the breach. The Town Administrator shall notify Contractor of the time and date said hearing shall be held within thirty (30) days of receipt of Contractor's request. Contractor shall present its position and all relevant facts first and then the Town Administrator shall make his or her presentation. Contractor shall be notified of the Town's Solid Waste Committee's ruling in writing within fourteen (14) days of the administrative hearing.

If Contractor is not in agreement with the ruling issued by the Committee at the administrative hearing, it shall have the right to appeal this ruling to Town Council. This appeal shall be made in writing to the Town Administrator no later than fourteen (14) days after receipt of the administrative hearing ruling. The Town Administrator shall notify Contractor of the time and date the Town Council will review Contractor's allegation. Contractor shall present its position and all relevant facts. Contractor shall be notified in writing within thirty (30) days of the Town

Council's ruling. The Town Council's ruling shall be final, and Contractor shall have no further rights of administrative appeal.

11.06 Assurance of Performance.

Each party may, at its option and in addition to all other remedies it may have, demand from the other Party reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the Party may require. If the other Party fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the Party, such failure or refusal shall be an event of default.

11.07 Damage to Property.

Contractor shall endeavor to resolve all claims as soon as reasonably practicable following receipt thereof, made by Owners or occupants of property served by Contractor, for damages to property including, but not limited to, Containers. In the event such damage shall have been caused by the negligence or intentional acts of Contractor, its officers, agents, or employees, Contractor shall promptly repair or replace such damaged property. The provisions of this Section 11.07 shall not be deemed a limitation upon any other provisions of this Agreement, or any rights or remedies which may accrue to the Town by reason of Contractor's acts or omissions to act hereunder.

11.08 Town Remedies Cumulative; Specific Performance.

The Town's rights to suspend or terminate this Agreement or to perform under Article 10 are not mutually exclusive, and the Town's exercise of one such right shall not constitute a selection of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the Town may have.

ARTICLE 12
OTHER AGREEMENTS OF THE PARTIES

12.01 Relationship of Parties.

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by the Town and neither as an officer or employee of the Town nor as a partner of or joint venture with the Town. No employee or agent or Contractor shall be or shall be deemed to be an employee or agent of the Town. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the Town's employees by virtue of their employment with the Town.

12.02 Compliance with Law.

In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws (including but not limited to the "Environmental Laws") of the United States, the State of California, the County of Butte, the Service Area and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the Term, collectively, the "Laws"). In the event of any conflict between this Agreement and Laws, the requirements of the Laws shall govern, and Contractor shall not be in breach of this Agreement if Contractor complies with the Laws in contravention of this Agreement, provided that nothing in this Section 12.02 is intended to limit or enlarge Contractor's obligations or diminish its right to satisfy its obligation to provide Solid Waste, Recyclable Materials, Yard Waste Collection, Processing, and/or Disposal.

12.03 Governing Law.

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

12.04 Jurisdiction.

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in Butte County, California.

12.05 Assignment by Contractor.

A. General. Contractor acknowledges that this Agreement involves rendering a vital service to the Town's residents and businesses, and that the Town has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations, and best management practices, and (2) Contractor's obligations to the Town under this Agreement. The Town has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

B. Assignments. Contractor shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person.

If Contractor requests the Town's consideration of and consent to an assignment, the Town may deny or approve such request using its sole discretion. No request by Contractor for consent to any assignment need be considered by the Town unless and until Contractor has met the following requirements:

1. Contractor shall undertake to pay the Town its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
2. Contractor shall furnish the Town with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
3. Contractor shall furnish the Town with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste, Recyclable Materials, and Yard Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any Federal, State or local agencies having jurisdiction over its Solid Waste, Recyclable Materials, and Yard Waste management operations due to any significant failure to comply with State, Federal or local Environmental Laws and that the assignee has provided the Town with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its

operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste, Recyclable Materials, and Yard Waste management practices in accordance with sound Solid Waste, Recyclable Materials, and Yard Waste management practices in full compliance with all Federal, State and local laws regulating the Franchised Services including Hazardous Substances; (v) that the proposed assignee can meet the guaranty and performance bond requirements met by Contractor; and , (vi) of any other information required by the Town to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall the Town be obligated to consider any proposed assignment by Contractor.

- C. **Assignment Defined.** For the purpose of this Section 12.05.C, when used in reference to Contractor, "assignment" shall include, but not be limited to (1) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party regardless of whether said sale, exchange or transfer may result in a change of control of Contractor; (iii) any dissolution, organization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which results in a change of Ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of Ownership, or change of control of Contractor.

12.06 Binding on Assigns.

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

12.07 Affiliated Companies.

Contractor shall maintain accounting records and financial statements on a basis showing the results of Contractor's operations under this Agreement separately from operations in other locations, as if Contractor were an independent entity providing service only to the Town. For purposes of this Agreement, the costs and revenues associated with providing service to the Town shall not be combined, consolidated or

in any other way incorporated with those of other operations conducted by Contractor in other locations, or with those of an Affiliate.

If Contractor enters into any financial transactions with a Related Party Entity or Affiliate for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to the Town, and in the financial reports submitted to the Town. In such event, the Town's rights to inspect records, and obtain financial data shall extend to such Related Party Entity or entities.

12.08 Subcontracting.

Except for street sweeping activities, Contractor shall not engage any subcontractors for Collection, Processing or Disposal of Solid Waste, Recyclable Materials, and Yard Waste without the prior written consent of the Town.

12.09 Transition to Next Contractor.

If the transition of services to another Contractor occurs through expiration of term, subsequent Contractor(s) to assist in an orderly transition which will include Contractor providing route lists and billing information. Contractor will not be obliged to sell Collection vehicles, bins and Containers to the next Contractor. Depending on Contractor's circumstances at the point of transition, Contractor at its option may enter into negotiations with the next Contractor to sell (in part or all) Collection vehicles, bins and Containers.

12.10 Parties in Interest.

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

12.11 Waiver.

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

12.12 Contractor's Investigation.

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

12.13 Notice.

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

If to the Town:

Town of Paradise
Town Hall
5555 Skyway
Paradise, CA 95969
Attn: Town Manager

If to the Contractor: _

Northern Recycling & Waste Services
P.O Box 2529
Paradise, CA 95967
Attn: General Manager

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section 12.13.

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

12.14 Representatives of the Parties.

A. Representatives of the Town. References in this Agreement to the "Town" shall mean the Town Administrator and all actions to be taken by the Town shall be taken by the Town Administrator who may delegate his/her authority in writing to another Town employee, Contractor may rely upon actions taken by such delegates if they are within the scope of the Town and properly delegated to him/her.

B. Contractor Representatives. Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform The Town Administrator in writing of such designation and of any limitations upon his or her authority to bind Contractor. The Town Administrator may rely upon action taken by such designated representative as actions of Contractor if they are within the scope of the Contractor and properly delegated to him/her by Contractor.

12.15 Town Free to Negotiate with Third Parties.

The Town may investigate all options for the Collection and processing of Solid Waste after the expiration of the Term. Without limiting the generality of the foregoing, the Town may solicit proposals from Contractor and from third parties for the provision of services, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination under Section 11.01 of this Agreement.

12.16 Compliance with the Town's Codes.

Contractor shall comply with those provisions of the ordinances and municipal codes of the Town which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement provided, however, that if a change in any such municipal code materially affects Contractor's annual cost of operations, the Contractor shall be entitled to an interim compensation adjustment as provided for in Section 6.04. Moreover, no such change may revoke or override the grant to Contractor of the exclusive franchise in Section 2.01 of this Agreement or override the Contractor's designations of a Material Recovery Facility and Disposal Site pursuant to this Agreement.

12.17 Privacy.

Contractor shall strictly observe and protect the rights of privacy of service recipients. Information identifying individual service recipients or the composition or contents of a service recipient's waste stream shall not be revealed to any Person, governmental unit, private agency, or Contractor, unless upon the authority of a court of law, by statute, or upon valid authorization of the service recipient. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939.

12.18 Integrated Contract.

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written agreement signed by both the Town and Contractor.

12.19 Inserted Provisions.

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

12.20 Execution.

This Agreement shall be executed in duplicate original counterparts by the parties. Irrespective of the date this Agreement is so executed, the Effective Date hereof shall be, and is April 30, 2017.

12.21 Non-Discrimination.

Consistent with Town's policy that harassment and discrimination are unacceptable employer-employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a Town employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, mental or physical disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), cancer-related medical condition, refusal of family care leave, marital status, denial of pregnancy disability leave, veteran status, age, sex, sexual orientation or sexual preference will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12.22 Dispute Resolution.

Prior to initiation of litigation under this Agreement, the parties shall attempt to resolve their disputes by means of mediation. If the parties cannot agree on a mediator, the Superior Court of Butte County shall appoint a mediator. Each party shall bear their costs and attorney fees arising out of the mediation and shall share equally the cost of the mediator, provided, however, that if the matter is not resolved by way of mediation, the prevailing party in any subsequent litigation shall be entitled to collect their costs of mediation as an element of their costs of suit, including reasonable attorney fees (incurred both in the mediation process as well as the subsequent court proceedings).

ARTICLE 13
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor represents and warrants as follows:

13.01 Company Status.

Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

13.02 Company Authorization.

Contractor has the authority to enter into and perform its obligations under this Agreement. The Managers and Members of the Company have taken all actions required by law, its operating agreement, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.

13.03 Agreement Will Not Cause Breach.

To the best of Contractor's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement nor the performance of this Agreement by Contractor: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agencies or other governmental authority, or any agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default there under.

13.04 No Litigation.

To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agencies or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the Town in writing.

2760 **13.05 No Adverse Judicial Decisions.**

2761 To the best of Contractor's knowledge, after reasonable investigation, there is no
2762 judicial decision that affects the validity of this Agreement and may subject this
2763 Agreement to legal challenge.
2764

2765 **13.06 Ability to Perform.**

2766 Contractor possesses the business, professional, and technical expertise to manage,
2767 handle, treat, store and Dispose of the Solid Waste, and possesses the equipment,
2768 plant, and employee resources required to perform this Agreement.
2769
2770

ARTICLE 14
MISCELLANEOUS PROVISIONS

14.01 Entire Agreement.

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

14.02 Section Headings.

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

14.03 References to Laws and Other Agreements.

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes any and all agreements heretofore entered into by the parties.

14.04 Interpretation.

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

14.05 Agreement.

This Agreement may not be modified or amended in any respect except by a writing signed by the parties. Any conflict between the body of the Agreement and the Exhibits shall be resolved in favor of the Agreement.

14.06 Severability.

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

14.07 Exhibits.

Each of Exhibits identified as Exhibit "A" through "H" is attached hereto and incorporated herein and made a part hereof by this reference.

14.08 Attorneys' Fees.

The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

2813
2814 **14.09 Compilation of Information for State Law Purposes.**
2815 Contractor shall compile information on amounts of Solid Waste delivered to the
2816 Facilities and other information, which the Town may reasonably request.
2817
2818 **14.10 Definitions.**
2819 Capitalized terms used in this Agreement without definition have the meanings
2820 specified in Exhibit A, unless the context clearly requires otherwise.
2821
2822 **14.11 Counterparts.**
2823 This Agreement may be executed in counterparts, each of which shall be deemed to
2824 be an original.
2825
2826

2827 IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement
2828 (Effective _____, 2017) as of the day set forth by their respective signature.
2829

2830 Date: _____

TOWN OF PARADISE

2831
2832 ATTEST: BY: _____

2833
2834
2835 _____
2836 Town Clerk

2837
2838 Date: _____

2839
2840
2841 APPROVED AS TO FORM: _____

2842 (Contractor)

2843 BY: _____

2844 _____
2845 Town Attorney _____

EXHIBITS

1		
2		
3		
4		
5	Definitions	Exhibit A
6	Town's Facilities/Special Events	Exhibit B
7	Contractor Public Education Plan.....	Exhibit C
8	Payments to Town.....	Exhibit D
9	Rate Adjustment Methodology	Exhibit E
10	Solid Waste Collection Rate Schedule	Exhibit F
11	Notary Certification	Exhibit G
12	Street Sweeping Program.....	Exhibit H
13		

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EXHIBIT A

Definitions

Exhibit A

DEFINITIONS

This Agreement will be construed in accordance with the following definitions.

Act

“Act” means the Act of 1989 (AB939) Public Resources Code, Section 40000 et seq., as it may be amended from time to time.

Affiliate

“Affiliate” means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect ownership interest or common management shall be deemed to be “Affiliated with” Contractor and included within the term “Affiliates” as used herein. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

Agreement

“Agreement” means this Agreement, including any amendments, between the Town and Contractor.

Billings

“Billings” means any and all statements of charges for services rendered, howsoever made, described or designated by Contractor, or made by others for Town or Contractor, to Owners or occupants of property, including Residential Property and commercial, industrial and institutional Property, served by Contractor for the Collection of Solid Waste, Recyclable Materials, and Yard Waste.

Collect/Collection

“Collect” or “Collection” means to take physical possession, transport, and remove Solid Waste, Recyclable Materials, and Yard Waste within and from the Service Area.

Commencement Date

“Commencement Date” means the date specified when Collection, Processing, and Disposal services required by this Agreement shall be provided.

Commercial, Industrial and Institutional Service Recipient

“Commercial, Industrial and Institutional Service Recipient” means Waste Generators whose business activity includes but is not limited to retail sales, services, wholesale sales, research and development, government, non-profit, hospital, manufacturing and industrial operations, but excluding businesses conducted upon Residential Property which are permitted under applicable zoning regulations and are not the primary use of the property.

Complaint

“Complaint” means the written statement (prepared by the Town Administrator, if based on oral statements made by members of the public or Owners or occupants of property) made by members of the public, Owners or occupants of properties served by Contractor, or officers, employees or agents of the Town alleging non-performance or deficiencies in performance of Contractor’s duties and obligations under this Agreement, or otherwise alleging a violation by Contractor of the provisions of this Agreement.

Composting (Compost)

“Composting” means a controlled biological decomposition of organic materials yielding a safe and nuisance free compost product.

Construction and Demolition Debris

“Construction and Demolition Debris” means used or discarded construction materials generated during the construction or demolition or renovation of a structure.

Containers

“Containers” means any and all types of Solid Waste, Recyclable Materials, and Yard Waste receptacles including but not limited to metal or plastic cans, carts, bins, tubs, bins/dumpsters, roll-off boxes, or debris boxes.

Contractor

“Contractor” means Northern Recycling & Waste Services, a limited liability company organized and operating under the laws of the State of California and its managers, members, directors, employees, agents, companies and subcontractors. The members of the limited liability company are: Recovery Products & Services, Inc., a California corporation, Garbarino Northern Recycling & Waste Services, LLC, Pestoni Paradise City, LLC and Garaventa Enterprises, Inc., a California corporation.

Contractor Compensation

“Contractor Compensation” means the revenue received by the Contractor from Billings for providing services in accordance with this Agreement.

Contractor's Proposal

"Contractor's Proposal" means the proposal submitted by the Contractor and received on April 7, 2006 by the Town in response to the Town's February 2006 Request for Proposals for the Solid Waste, Recyclable Material, and Yard Waste Collection, Processing and Disposal Services and certain supplemental written materials, which are included as Exhibit H to this Agreement and are incorporated by reference.

Curbside

"Curbside" means the location of a Container for pick-up, not more than fifteen (15) feet from the street curb. Where no street curb exists, the location shall be within five (5) feet from the outside edge of the street nearest the property's entrance.

Demolition Debris

"Demolition Debris" means used or discarded construction materials generated during the razing or renovation of a structure.

Designated Waste

"Designated Waste" means non-hazardous waste which may pose special disposal problems because of its potential to contaminate the environment and which may be disposed of only in Class II disposal sites, or Class III disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as designated waste by the State of California, in 23 California Code of Regulations Section 2522.

Dispose/Disposal

"Dispose" or "Disposal" means the ultimate disposition of Solid Waste collected by Contractor at a Disposal Site in Full Regulatory Compliance.

Disposal Site(s)

"Disposal Site(s)" means the Solid Waste facility or facilities utilized for the ultimate landfill Disposal of Solid Waste Collected by Contractor. The Neal Road Landfill owned by the County of Butte, shall be the initial designated Disposal Site of Contractor as of the effective date of this Agreement.

Effective Date

"Effective Date" means the date on which the latter of the two Parties signs the Agreement and the date on which Contractor may begin to take actions and incur costs in preparation to provide Collection, Processing, and Disposal services required by this Agreement.

Electronic Waste

"Electronic Waste" (E-Waste) means discarded electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPU's), laptop computers, external computer hard drives, computer keyboards, computer mice, computer printers, DVD and VCR players.

1 **Environmental Laws**

2 “Environmental Laws” means all federal and state statutes, County, local and Town
3 ordinances concerning public health, safety and the environment including, by way of
4 example and not limitation, the Act, the Comprehensive Environmental Response,
5 Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation
6 and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.;
7 the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and
8 Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California
9 Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act,
10 California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality
11 Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic
12 Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force
13 or as hereafter amended, and all rules and regulations promulgated there under.

14 **Extra Services**

15 “Extra Services” means services provided by Contractor beyond the standard subscribed
16 services to customers.

17 **Facility/Facilities**

18 “Facility/Facilities” means any plant or site, owned or leased and maintained, operated or
19 used by Contractor or the Town for purposes of performing Contractor’s obligations
20 under this Agreement.

21 **Fiscal Year**

22 “Fiscal Year” means the same as calendar year (January 1 through December 31).

23 **Franchise**

24 “Franchise” means the special right granted by the Town for the Collection of Solid Waste,
25 Recyclable Materials, and Yard Waste within the Service Area, the transportation of such
26 material to appropriate places of processing, Recycling, Composting and/or Disposal, and
27 the Processing of Recyclable Materials.

28 **Franchise Fee**

29 “Franchise Fee” means the fee paid by Contractor to the Town as rental for the use of
30 Town streets.

31 **Franchised Services**

32 “Franchised Services” means the Collection of Solid Waste, Recyclable Materials and Yard
33 Waste within the Service Area, the transportation of such material to appropriate places of
34 processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable
35 Materials and Yard Waste.

Full Regulatory Compliance

“Full Regulatory Compliance” means compliance with all applicable permits for a Facility such that the Contractor will at all time maintain the ability to fully comply with its obligations under this Agreement.

Garbage

“Garbage” means putrescible animal, fish, food, fowl, fruit or vegetable matter, or any form thereof, resulting from the preparation, storage, handling, or consumption of such substances.

Generator

“Generator” means any person as defined by the Public Resources Code, whose act or process produced Solid Waste, Recyclable Materials, or Yard Waste as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

Gross Revenues

“Gross Revenues” means any and all revenue or compensation in any form to Contractor or other Affiliates of Contractor, for services performed pursuant to this Agreement, determined in accordance with Generally Accepted Accounting Principles, including, but not limited to, service recipient fees for Collection of Solid Waste, Recyclable Materials and Yard Waste within the Service Area, the transportation of such material to appropriate places of processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable Materials and Yard Waste without subtracting Franchise Fees or any other cost of doing business.

Gross Revenues Collected

“Gross Revenues Collected” shall mean cash receipts collected by the Contractor for the Collection of Solid Waste, Recyclable Materials, and Yard Waste within the Service Area, the transportation of such material to appropriate places of processing, Recycling, Composting and/or Disposal, and the Processing of Recyclable Materials, without subtracting Franchise Fees or any other cost of doing business, except for any Town surcharges.

Hazardous Substance

“Hazardous Substance” shall mean any of the following: (a) any substances defined, regulated or listed (directly or by reference) as “Hazardous Substances”, “hazardous materials”, “Hazardous Wastes”, “toxic waste”, “pollutant” or “toxic substances” or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii)

California Water Code §13050; (b) any amendments, rules or regulations promulgated there under to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local Environmental Laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

Hazardous Waste

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

Household Hazardous Waste

"Household Hazardous Waste" means Hazardous Waste generated at Residential Premises within the Service Area.

Materials Recovery Facility (MRF)

"Materials Recovery Facility" means a permitted Facility where Solid Waste, Recyclable Materials, or Yard Waste are sorted or separated for the purposes recovering reusable or Recyclable Materials.

Missed Pick-up

"Missed Pick-up" means failure of Contractor to pick up Solid Waste, Recyclable Materials, and/or Yard Waste that has been set out by the customer at the time, at the weight, in the volume, in the proper container, with the lawful contents in accordance with this Agreement, and at the prescribed level of service, as mutually agreed upon by the customer and Contractor.

Multi-Family Residential Complex

"Multi-Family Residential Complex" means any residential Premises, other than a Single Family Dwelling, used for residential purposes. Such Premises normally have centralized Solid Waste and Recyclable Materials Collection service for all units in the building and are billed as one address.

Occupant

"Occupant" means the Person who occupies a Premises.

Other Fees

"Other Fees" means fees paid by the Contractor at the direction of the Town, including but not limited to, a Vehicle Impact Fee.

Owner (Ownership)

“Owner” means the Person holding the legal title to the real property constituting the Premises to which Solid Waste, Recyclable Materials and Yard Waste Collection service is to be provided under this Agreement.

Party (Parties)

“Party” refers to the Town and Contractor, individually or together (Parties).

Pass-Through Costs

“Pass-Through Costs” means a cost to which no element of overhead, administrative expense, profit, or other cost is added nor with respect to which any other amount is credited, such that the specific amount of such cost is included without modification in the calculations or reports to which such costs pertain.

Person

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Butte, towns, cities, or special purpose districts.

Premises

“Premises” means any land, or building in Service Area where Solid Waste, Recyclable Materials or Yard Waste is generated or accumulated.

Processing

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

Processing Facility (site)

“Processing Facility” means a permitted Facility where Yard Waste or Recyclable Materials are processed for reuse, recycling, composting, mulching, transformation or purpose other than Disposal.

Rates

“Rates” means the unit to be charged customers by Contractor for providing the Collection of Solid Waste, Recyclable Materials, and Yard Waste within the Service Area, the transportation of such material to appropriate places of processing, Recycling, Composting and/or Disposal, and the Processing of Recyclable Materials. Rates may be adjusted time to time in accordance to this Agreement.

Rate Year

“Rate Year” means the twelve month period, commencing January 1, of one year and concluding December 31 of the same year, for which Contractor compensation is calculated.

Recyclable Materials

“Recyclable Materials” means discarded materials that are re-used, remanufactured or processed. Materials shall include, but not be limited to: Metal Items - Aluminum cans, tin & steel cans, clean aluminum foil, empty aerosol cans, small scrap metal items, pots, pans & utensils, loose lids from jars,; Plastic Bottles - narrow neck (#1-#7), CRV containers, all colors – lids/caps removed, rinsed and empty; Glass – all beverage & food containers, all colors – lids / caps removed, rinsed and empty; and Mixed Paper – newspaper, magazines, catalogs & gloss paper, brown paper bags, paper packaging, egg cartons, milk and juice cartons, carbonless paper, office paper (all colors), phone books & soft cover books, envelopes, junk mail, shredded paper in clear bags, box board and cardboard.

Recycling

“Recycling” means the process of collecting, sorting, cleansing, treating and reconstituting discarded materials which meet the quality standards necessary to be re-used, remanufactured or processed. The Collection, transportation or Disposal of Solid Waste not intended for, or capable of, reuse is not Recycling.

Related Party Entity

“Related Party Entity” means any Affiliate which has financial transactions with Contractor pertaining to this Agreement.

Residential

“Residential” shall mean of, from, or pertaining to a Single-Family or Multi-Family Dwellings and Premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, cooperative apartments, and yacht harbors and marinas where residents live aboard boats.

Residential Property

“Residential Property” means property used for residential purposes.

Rubbish

“Rubbish” means all waste wood, wood products, printed materials, paper, paste board, rags, straw, used and discarded clothing, packaging materials, ashes, floor sweepings, glass and other materials not included in the definition of Garbage, Hazardous Substance, Yard Waste or Recyclable Materials, and such materials defined as “rubbish” by applicable local ordinances in existence as of the Effective Date of this Agreement.

Service Area

“Service Area” means that territory within the Town of Paradise with respect to which the Town exercises franchising authority for the Collection of Solid Waste, Recyclable Materials and Yard, the transportation of such material to appropriate places of processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable Materials and Yard Waste which territory is shown on a map on file in the office of the Town Administrator, to which reference is hereby made for the description of said area.

Service Suspension

“Service Suspension” means an option for a residential customer to elect to stop service for an extended period of time due to Premises being vacant. Absent period must be greater than four (4) weeks and may only occur two times per year.

Single Family Dwellings

“Single Family Dwellings” means each Premises used for or designated as a single family residential dwelling, including each unit of a duplex, triplex or townhouse condominium in all cases in which there is separate or individual Solid Waste, Recyclable Materials, and Yard Waste Collection are provided separately to each dwelling unit.

Solid Waste

“Solid Waste” means all putrescible and non-putrescible solid, semisolid, and liquid wastes, as defined in California Public Resources Code §40191, as that section may be amended from time to time. For the purposes of this Agreement, “Solid Waste” does not include abandoned vehicles and parts thereof, Hazardous Waste or low-level radioactive waste, medical waste, Recyclable Materials, or Yard Waste.

Solid Waste Committee

“Solid Waste Committee” means two Town council members and the Town Manager or his/her designee.

Source Separate

“Source Separate” means to have the generator segregate from Solid Waste material which otherwise would become Solid Waste, such as Recyclable Materials or Yard Waste, for the sole purpose of reuse, Recycling, or composting, to be collected by Contractor or others.

Term

“Term” means the time period of this Agreement.

Town

“Town” means the Town of Paradise a municipal corporation of the State of California, and all the territory lying within the municipal boundaries of the Town as presently existing or as such boundaries may be modified, named a party to this Agreement.

Town Administrator

“Town Administrator” means the Town Manager or his or her designee.

Transfer Station

“Transfer Station” means a Facility primarily used for the purpose of transferring Solid Waste from collection vehicles to transfer vehicles (but which may include recovery attributes) to more efficiently transport said Solid Waste to its ultimate Disposal Site.

1 **Universal Waste**

2 “Universal Waste” means Universal Waste as defined in California Code of Regulations
3 Title 22, Division 4.5, Ch 11, Article 1, §66261.9. Included in the definition are, but are not
4 limited to, common household batteries, fluorescent tubes and bulbs and other mercury-
5 containing lamps, thermostats, electronic devises, electrical switches and relays, pilot light
6 sensors, mercury gauges, mercury-added novelties, mercury thermostats and non-empty
7 aerosol cans that contained hazardous materials.
8

9 **Waste Generator**

10 “Waste Generator” means any Person, whose act or process produced Solid Waste, or
11 whose act first causes Solid Waste to become subject to regulation.

12 **Yard Waste**

13 “Yard Waste” means a subset of organic Recyclable Materials consisting of grass cuttings,
14 weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not
15 more than six (6) inches in diameter) and four (4) feet in length, and similar materials
16 generated at Premises within the Service Area, separated and set out for Collection,
17 processing, and Recycling. Yard Waste does not include materials not normally produced
18 from farms, gardens or landscapes, such as, but not limited to, brick, rock, gravel, large
19 quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood or
20 wood products. Diseased plants and trees are also excluded from Yard Waste.
21

EXHIBIT B

**Town Facilities /
Special Events**

Exhibit B

TOWN FACILITIES / SPECIAL EVENTS

Town of Paradise Facilities/ Locations and Service Levels		
Facility	Location	Service Level
Fire Station No. 81 & Police Station	767 Birch Street / 5595 Black Olive Dr	3-yd Container, Recycling and Yard Waste Carts
Fire Station No. 82	5545 South Libby Road	2-yd Container, Recycling and Yard Waste Carts
Fire Station No. 83	1250 Wagstaff Road; or at CDF facility - Forest Service Road	2-yd Container, Recycling and Yard Waste Carts
Town Hall	5555 Skyway	Trash, Recycling, & Yard Waste Carts, & 2-yd Cardboard bin
Paradise Animal Shelter & Town Public Works Yard	925 American Way	2-yd Container, Recycling and Yard Waste Cards
Paradise Community Park	NE corner of Black Olive Drive & Pearson Road intersection	Roll Carts and/or Fixed Small Containers
Paradise Memorial Trailway	Locations (3 or 4) along trailway (near public road intersections)	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Town Hall building	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Terry Ashe Recreation Center, 6626 Skyway	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Les Schwab Tire Store	Roll Carts and/or Fixed Small Containers
Bus Stop	Clark Road in front of Paradise Plaza shopping center	Roll Carts and/or Fixed Small Containers
Bus Stop	Butte Community Bank near Clark Road & Wagstaff Road intersection	Roll Carts and/or Fixed Small Containers

Special Events

Johnny Appleseed Days
Gold Nugget Days

Chocolate Festival
4th of July

EXHIBIT C

Contractor Public Education Plan

Public Education Plan

Public Education Programs

Northern Recycling will educate the public on our comprehensive services, as well as provide information about increased recycling options and resources. This public education will be accomplished through direct contact with customers, effective marketing and PR materials, advertising in the local media, involvement in community events, and diverse recycling activities. Northern Recycling will offer expanded recycling programs -from curbside single-stream collection to increased source-separated debris box options.

Northern Recycling's public education will include:

- Informational brochure and other outreach materials
- Expanded, single-stream recycling educational information and outreach
- Quarterly Northern Recycling newsletter
- Outreach to residential customers through mailings, advertising, and community events
- Direct outreach to all commercial and multi-family accounts
- Recycling educational programs and tours
- Yard waste education and composting classes
- Hazardous waste/universal waste recycling management plan
- Information about the expanded source-separated debris box collection
- School presentations and tours

The combination of these methods will dramatically increase diversion in Paradise/Butte County, as well as provide comprehensive information about all of Northern Recycling's services. We fully expect that curbside recycling collection, expanded business outreach and recycling, yard waste collection, and increased source-separated debris box service will push diversion rates past 50 percent.

Northern Recycling will use a variety of public outreach methods to assure that all residents and businesses receive *all* the information about the service change and new recycling options.

Northern Recycling will begin advertising, attending community events, distributing literature, and mailing service information immediately after the awarding of the service contract. This comprehensive public education program will continue through the entire transition process.

Public education materials distributed will include:

- Quarterly newsletter
- Direct mailings

- Brochures
- Billing inserts
- Recycling posters
- Recycling stickers
- Community mailing advertisements
- Newspaper advertisements
- movie theater advertisements
- Radio advertisements
- Presentations
- informational booths at community events

Presentations

Northern Recycling will conduct recycling outreach and public education presentations at various community events, schools, businesses, and more. Northern Recycling will build on already established presentation plans and experience, and conduct fruitful outreach to the Paradise/Butte County community. Northern Recycling will work with the Town and County to identify community groups and will contact the community groups directly to schedule presentations. Service information and recycling outreach will be given at the presentations, questions will be fielded, and various informational brochures and handouts will be distributed. Northern Recycling will continue to contact groups and businesses regarding presentations, as well as granting any presentation requests from the public. Additionally, Northern Recycling will work with schools and teachers to conduct recycling education and tours with student groups. Informational materials will be continuously created and updated in order to provide the most effective information to the public.

Participation at Town/County Events

Northern Recycling will provide informational materials and face-to-face education and support at the Fourth of July Street Fair, Johnny Appleseed Days, and ongoing community events.

Northern Recycling will work with the Town and County to provide public outreach and MSW. Recycling, and yard waste collection services and Town and County public events. Additionally, Northern Recycling will have a comprehensive special event-recycling program that provides waste and recycling consulting and MSW, recycling, and yard waste services to all special events, fairs, and festivals. Northern Recycling will work with event producers, vendors, and the general public to divert a significant amount of special event waste and educate the public on waste reuse, reduction, and recycling. This will include a pilot program for food waste collection at certain, qualifying events.

Northern Recycling will also organize several community events, including a free electronic waste drop-off event, a household hazardous waste collection event, a bulky item collection event, and a yard waste collection and composting event. All

events will be advertised through the quarterly newsletter, billing inserts, and other advertising mediums. Northern Recycling will work together with the Town and County to organize successful events and to promote the year-round drop off options at the hazardous waste facility. Northern Recycling will provide service and support for additional community cleanup events throughout the year.

Recycling Outreach and Waste Audits

Northern Recycling will conduct recycling outreach in order to increase recycling rates, decrease contamination, and educate the public on all facets of the recycling program. This will include information about our collection services, as well as expanded information about reduction, reuse, and recycling options. Outreach materials will be designed and distributed to residents, multi-family accounts, and commercial businesses.

Northern Recycling will conduct site visits of commercial businesses which will include service level recommendations and tips on increased recycling. Businesses will always be encouraged to increase recycling as a money saving initiative. Northern Recycling will provide personalized service in order to maximize recycling rates at these businesses. Northern Recycling will continue to visit at least 20 percent of the commercial and multi-family accounts annually and conduct waste audits. Northern Recycling will also conduct on-site assessments and trainings for any business upon request. This service will be announced through billing inserts, the newsletter, and other outreach. Northern Recycling will partner with the Paradise Ridge Chamber of Commerce and other business groups to connect with all area businesses.

Additionally, Northern Recycling will education the public and businesses about the recycling and cost saving benefits of source-separated debris boxes. This information will be distributed through the quarterly newsletter, billing inserts, brochures, and other outreach

EXHIBIT D

Payments to Town

EXHIBIT D

PAYMENTS BY CONTRATOR

1. Franchise Fees

Contractor shall pay a monthly Franchise Fee using the following %'s:

Town of Paradise	7%
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EXHIBIT E

**Rate Adjustment
Methodology**

Exhibit E

RATE ADJUSTMENT METHODOLOGY

General

The Solid Waste Collection Rate Schedule set forth in Section 6.02 shall be adjusted as of January 1, 2018 and annually thereafter to reflect changes in the California Statewide, Consumer Price Index, All Items, for all Urban Consumers West Urban Area, compiled and published by the United States Department of Labor, Bureau of Labor Statistics.

The annual adjustment to the rates will be based on 100-percent of the percentage change in the CPI for July of the current year as compared to July of the prior year (the Rate Adjustment Factor), applied to the then current rates, net of any surcharges or other expenses not related to the Contractor's final negotiated revenue requirement. In addition, this adjustment shall not apply to Solid Waste Disposal fees (Landfill Tip Fees) which are not regulated by the Contractor or Affiliate of the Contractor but shall apply to any such fees which are regulated by the Contractor or Affiliate of the Contractor. Any Landfill Tip Fees that are not regulated by the Contractor or Affiliate of the Contractor shall be adjusted in proportion to any changes in said fees, if and when such changes occur. No other adjustment to this portion of the rates will occur.

Figure 1 documents that portion of the Residential, Commercial and Debris Box Collection Revenue requirements that shall be subject to a proportional adjustment (Proportionally Adjusted Revenue Requirements) and that portion which shall be subject to the CPI adjustment (CPI Adjusted Revenue Requirements).

Figure 2 provides an example of the CPI 100% Rate Adjustment Factor calculation. Figure 3 provides an example calculation of the Overall Rate Adjustment Factor for the Residential and Commercial Solid Waste Collection rates using the CPI 100% Rate Adjustment Factor calculated in Figure 2 and illustrates how this Overall Rate Adjustment Factor would be applied to the existing rates to generate the new adjusted rates. Figure 4 provides a similar example calculation for the Debris Box rates.

The "Revenue Requirements" and "Percent of Total Expenses" used to calculate the Overall Rate Adjustment Factor for the Residential, Commercial and Debris Box Collection rates shall be adjusted on an annual basis in proportion to the Overall Rate Adjustment Factor as shown in Figures 2 and 3. These adjusted Revenue Requirements and Percent of Total Expenses will form the basis for calculating the rate adjustment for the following year.

Request for Rate Adjustment Requirements

In submitting its Request for Rate Adjustment for the Solid Waste Collection Rate Schedule the Contractor is required to provide the following information no later than September 15 of the current year:

- Documentation of the CPI for the period ending July of the current year and beginning July of the prior year.
- The CPI 100% Rate Adjustment Factor calculation consistent with the example shown in Figure 2.
- The calculation used to determine the Overall Rate Adjustment Factor consistent with the examples in Figures 3 and 4.
- Copies of the current Residential, Commercial and Debris Box Collection Rate Schedule.

Figure 1
RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION REVENUE REQUIREMENTS

	Proposal Form	Solid Waste Disposal Fees	Total Proportionally Adjusted Revenue Requirement	All Other Fees	Total CPI Adjustment Revenue Requirement	Total Revenue Requirement
Residential Solid Waste Collection	5 Rev_Req	\$ 237,000	\$ 237,000	\$ 1,020,692	\$ 1,020,692	\$ 1,257,692
Residential Recycling Collection	5 Rev_Req		-	535,084	535,084	\$ 535,084
Residential Yard Waste Collection	5 Rev_Req		-	909,193	909,193	\$ 909,193
Commercial Solid Waste Collection	5 Rev_Req	124,800	124,800	380,233	380,233	\$ 505,033
Commercial Recycling Collection	5 Rev_Req		-	158,179	158,179	\$ 158,179
		<u>\$ 361,800</u>	<u>\$ 361,800</u>	<u>\$ 3,003,381</u>	<u>\$ 3,003,381</u>	<u>\$ 3,365,181</u>
% of Total Revenue Requirement			10.8%		89.2%	100.0%

DEBRIS BOX REVENUE REQUIREMENT

	Proposal Form	Solid Waste Disposal Fees	Total Proportionally Adjusted Revenue Requirement	All Other Fees	Total CPI Adjustment Revenue Requirement	Total Revenue Requirement
Debris Box Solid Waste	5 Rev_Req	\$ 92,700	\$ 92,700	\$ 255,695	\$ 255,695	\$ 348,395
Construction/Demolition Debris Recovery Program	5 Rev_Req	-	-	-	-	-
		<u>\$ 92,700</u>	<u>\$ 92,700</u>	<u>\$ 255,695</u>	<u>\$ 255,695</u>	<u>\$ 348,395</u>
% of Total Revenue Requirement			26.6%		73.4%	100.0%

Figure 2
EXAMPLE RATE ADJUSTMENT CALCULATION

Index Point Change

Current Year CPI (1)	188.4
Minus Prior Year CPI (2)	<u>- 182.4</u>
Equals Index Point Change	6.0

Percent Change

Index Point Change	6.0
Divided by Prior Year CPI	6.0 / 182.4
Equals	= 0.033
Multiplied by 100%	0.033 x 1.00
Equals "RATE ADJUSTMENT FACTOR"	= 0.033

Rate Adjustment

Current Monthly Rate	\$15.00
Times (1 + RATE ADJUSTMENT FACTOR)	\$15.00 x (1 + 0.033)
Equals New Rate	= \$15. 49

- (1) CPI for July of the current year
- (2) CPI for July of prior year

Figure 3
EXAMPLE RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION RATE ADJUSTMENT CALCULATIONS

Example 1 - No Change in Disposal Fees

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton	0%
CPI 100% Rate Adjustment Factor	2.5%

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	361,800	27,232	389,032	0.0%	389,032
CPI Adjusted Expenses	2,767,818	208,330	2,976,149	2.5%	3,050,552
Franchise and Other Franchisor Fees					
	3,129,618	235,563	3,365,181		3,439,585

OVERALL RATE ADJUSTMENT FACTOR

2.2%

Adjustment of Rates Using Overall Rate Adjustment Factor

	Total Existing Rate	Overall Rate Adjustment Factor	New Adjusted Rate
32 - Gallon Cart with Recycling and Yard Waste	\$ 20.00	2.2%	\$ 20.44

Notes:

- (1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor
(2) Franchise Fees adjustment reflects the additional fees due on the CPI Adjusted Expenses.

Figure 3 (continued)
EXAMPLE RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION RATE ADJUSTMENT CALCULATIONS

Example 1 - Change in Disposal Fees

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton % Change	10%
CPI 100% Rate Adjustment Factor	2.5%

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	361,800	27,232	389,032	10.0%	427,935
CPI Adjusted Expenses	2,767,818	208,330	2,976,149	2.5%	3,050,552
Franchise and Other Franchisor Fees					
	3,129,618	235,563	3,365,181		3,478,488

OVERALL RATE ADJUSTMENT FACTOR

3.4%

Adjustment of Rates Using Overall Rate Adjustment Factor

	Total Existing Rate	Overall Rate Adjustment Factor	New Adjusted Rate
32 - Gallon Cart with Recycling and Yard Waste	\$ 20.00	3.4%	\$ 20.67

Notes:

(1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor

Figure 4
EXAMPLE DEBRIS BOX RATE ADJUSTMENT CALCULATIONS

Example 1 - No Change in Disposal Fees

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton	\$ 30.00	Rate used in proposal	\$ 30.00
CPI 100% Rate Adjustment Factor	2.5%		

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	92,700	6,977	99,677	0%	99,677
CPI Adjusted Expenses	231,307	17,410	248,718	2.5%	254,936
	324,007	24,388	348,395		354,613

Adjustment of Rates

	Existing Haul Charge including Franchise Fees	Percent Adjustment	New Adjusted Haul Charge	Existing Disposal Charge per Ton including Franchise Fees	Percent Adjustment	New Disposal Charge per Ton
20 Yard Box	\$ 175.82	2.5%	\$ 180.22	\$ 32.26	0%	\$ 32.26

Notes:

(1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor

Figure 4 (continued)
EXAMPLE DEBRIS BOX RATE ADJUSTMENT CALCULATIONS

Example 1 - No Change in Disposal Fees

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton at Neal Rd Landfill	\$	35.00	Rate used in proposal	\$	30.00
CPI 100% Rate Adjustment Factor		2.5%			

Rate Adjustment Percentage Calculation:

	Base Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	92,700	6,977	99,677	17%	116,290
CPI Adjusted Expenses	231,307	17,410	248,718	2.5%	254,936
	324,007	24,388	348,395		371,226
Estimated Tons	3,090				

Adjustment of Rates

	Existing Haul Charge including Franchise Fees	Percent Adjustment	New Adjusted Haul Charge	Existing Disposal Charge per Ton including Franchise Fees	Percent Adjustment	New Disposal Charge per Ton
20 Yard Box	\$ 175.82	2.5%	\$ 180.22	\$ 32.26	17%	\$ 37.63

Notes:

(1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor

EXHIBIT F

**Solid Waste Collection
Rate Schedule**

Town of Paradise
Exhibit F
Solid Waste Collection Rates
Effective May 1, 2017

Residential (includes solid waste, recycling and yard waste)

35-gallon – Senior*	\$ 21.82
35-gallon	\$ 24.94
65-gallon	\$ 32.41
95-gallon	\$ 36.15

* Available only to residents receiving a senior discount rate as of November 1, 2006.

Commercial carts

35-gallon	\$ 25.96
35-gallon Multi-Family	\$ 11.73
65-gallon	\$ 35.43
95-gallon	\$ 48.15
2ea. 95-gallon	\$ 80.48

Commercial – 1 Yard

1 p/u per week	\$ 84.61
2 p/u per week	\$128.57
3 p/u per week	\$172.17
4 p/u per week	\$216.18
5 p/u per week	\$259.29
6 p/u per week	\$302.97

Commercial – 1.5 Yards

1 p/u per week	\$102.22
2 p/u per week	\$157.97
3 p/u per week	\$202.32
4 p/u per week	\$261.16
5 p/u per week	\$309.70
6 p/u per week	\$352.15

Commercial – 2 Yards

1 p/u per week	\$115.64
2 p/u per week	\$192.88
3 p/u per week	\$256.58
4 p/u per week	\$312.67
5 p/u per week	\$372.59
6 p/u per week	\$436.04

Commercial – 3 Yards

1 p/u per week	\$142.79
2 p/u per week	\$234.25
3 p/u per week	\$326.14
4 p/u per week	\$424.90

Town of Paradise
Exhibit F
Solid Waste Collection Rates
Effective May 1, 2017

5 p/u per week	\$499.51
6 p/u per week	\$586.71

Commercial – 4 Yards

1 p/u per week	\$176.16
2 p/u per week	\$294.43
3 p/u per week	\$409.71
4 p/u per week	\$532.90
5 p/u per week	\$651.57
6 p/u per week	\$770.13

Commercial – 6 Yards

1 p/u per week	\$206.43
2 p/u per week	\$376.25
3 p/u per week	\$538.49
4 p/u per week	\$693.13
5 p/u per week	\$847.77
6 p/u per week	\$1010.01

Insta-bins

4 yards	\$123.31
6 yards	\$155.78

All commercial customers will be charged an additional \$4.35 per month to support the Town's Vegetative Waste Facility.

Debris Box – Haul Charge Only. Disposal will be added based upon the current tip fee at Neal Road Landfill or authorized dump site.

Loose:

10 cubic yards	\$213.08/per pull
20 cubic yards	\$213.08/per pull
30 cubic yards	\$213.08/per pull
40 cubic yards	\$213.08/per pull

Recycling:

10 cubic yards	\$127.85/per pull
20 cubic yards	\$127.85/per pull
30 cubic yards	\$127.85/per pull
40 cubic yards	\$127.85/per pull

Compactor:

10 cubic yards	\$251.30/per pull
20 cubic yards	\$251.30/per pull

Town of Paradise
Exhibit F
Solid Waste Collection Rates
Effective May 1, 2017

30 cubic yards	\$251.30/per pull
40 cubic yards	\$251.30/per pull

Special Charges

Extra Pickup	\$ 25.00	
Lock Service	\$ 5.00	/lock/month
Pushout Charge	\$ 5.00	/25 feet/month
Container Cleaning	\$ 40.00	/cleaning
Weight Surcharge (Solid waste containers exceeding 300lbs per cubic yard)	\$ 33.00	/ton
Cart Replacement	\$ No charge	/ lost or stolen
	\$ 60.00	/customer damaged
Roll Off and Insta bin rental after 5th day	\$ 5.00	/day
Additional Yard Waste Cart(first 2 free)	\$ 5.00	/month
Footage Charge		
5 to 100 feet	\$ 14.00	/month
101 to 300 feet	\$ 18.00	/month
301 to 500 feet	\$ 22.00	/month
501 to 700 feet	\$ 26.00	/month
701 to 999 feet	\$ 28.00	/month
1000 to 1999 feet	\$ 30.00	/month
Over 2000	\$ 40.00	/month

EXHIBIT G

Notary Certification

NOTARY CERTIFICATION

STATE OF CALIFORNIA

COUNTY OF _____ ss:

On _____, _____, before me, the undersigned, a Notary Public in and for the State of California, Personally appeared _____, known to me to be the _____ of Contractor that executed the within instrument on behalf of the Contractor therein named, and acknowledged to me that such Contractor executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of _____ this _____ day of _____, _____.

Notary Public

My Commission Expires:

EXHIBIT H

Street Sweeping Program

Street Sweeping Program

Contractor shall provide Street Sweeping services during the following months based on Schedules A and B below:

Month	Schedule A Sweep Arterials & Collectors Only	Schedule B Sweep All Public Roads
January		X
February	X	
March		X
April	X	
May		
June		
July		X
August		
September		
October	X	
November		X
December	X	

Services shall include:

1. 24hr notice "on-call" sweeping for 20 mobilizations with up to 80 hours of sweeping.
2. Sweeper shall include a vacuum attachment for on-call drainage inlet cleanings.

Startup Street Sweeping Details:

Contractor shall provide street sweeping on the following streets based on the Schedules A and B below:

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Almond Street	Foster Road	Elliott Rd.	YES	YES
Bille Road	Cliff Drive	Skyway	YES	YES
Bille Road	Skyway	Pentz Road	YES	YES
Birch Street	Black Olive Drive	Skyway	YES	YES
Black Olive Drive	Skyway	Foster Road	YES	YES
Black Olive Drive	Foster Road	Willow Street	YES	YES
Boquest Boulevard	Boquest Boulevard	Skyway	YES	YES
Buschmann Road	Foster Road	State Highway 191	YES	YES
Cedar Street	Black Olive Drive	Almond Street	YES	YES
Center Street	Skyway	End	YES	YES
Central Park Drive	Maxwell Drive	Clark Road	YES	YES
Clark Road	Pearson Road	Skyway	YES	YES
Elliott Road	Oakmore Drive	Skyway	YES	YES
Elliott Road	Skyway	Cameron Court	YES	YES
Fir Street	Black Olive Drive	Skyway	YES	YES
Foster Road	Almond Street	Pearson Road	YES	YES
Foster Road	Pearson Road	Skyway	YES	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Foster Road	Wayland Road	Roe Road	YES	YES
Foster Road	Roe Road	Almond Street	YES	YES
Harrison Road	Malibu Drive	Stearns Road	YES	YES
Maxwell Drive	Elliott Road	Skyway	YES	YES
Neal Road	Para. Town Limit	Roe Road	YES	YES
Neal Road	Roe Road	Skyway	YES	YES
Nunneley Road	Clark Road	Sawmill Road	YES	YES
Nunneley Road Ext	Academy Drive	Clark Road	YES	YES
Oliver Road	Skyway	Wagstaff Road	YES	YES
Pearson Road	Skyway	Clark Road	YES	YES
Pearson Road	Clark Road	Pentz Road	YES	YES
Pentz Road	Town Limits	Pearson Road	YES	YES
Pentz Road	Pearson Road	Skyway	YES	YES
Recreation Drive	Buschmann Road	ETMR (at gate)	YES	YES
Roe Road	Neal Road	Foster Road	YES	YES
Sawmill Road	End	Pearson Road	YES	YES
Sawmill Road	Bille Road	Country Oak Drive	YES	YES
Sawmill Road	Pearson Road	Bille Road	YES	YES
Scottwood Road	Buschmann Road	Pearson Road	YES	YES
Skyway	Paradise Town Limits	Paradise Town Limits	YES	YES
South Libby Road	Bennett Road	Pearson Road	YES	YES
Stearns Road	Pentz Road	Country Club Drive	YES	YES
Stearns Road	Pearson Road	Pentz Road	YES	YES
Valley View Drive	Bartels Place	Oliver Drive	YES	YES
Wagstaff Road	Oliver Road	Skyway	YES	YES
Wagstaff Road	Skyway	Pentz Road	YES	YES
Wayland Road	Neal Road	Foster Road	YES	YES
Academy Drive	Pearson Road	Nunneley Rd. Ext.	NO	YES
Acorn Ridge Drive	Chandler Drive	End	NO	YES
Alexander Court	Bille Road Extension	End	NO	YES
Alpine Court	De Mille Road	End	NO	YES
American Way	State Highway 191	End	NO	YES
Angel Way	Newland Road	290's/o Pearson	NO	YES
Apple Lane	Foster Road	End	NO	YES
Apple View Way	Pentz Road	End	NO	YES
Arany Court	Pentz Road	End	NO	YES
Arrowhead Court	End	Pentz Road	NO	YES
Aster Lane	Camellia Drive	End	NO	YES
Bader Mine Road	Skyway	Paradise Town Limit	NO	YES
Bartels Place	Redbud	Valley View Drive	NO	YES
Bella Vista Avenue	Paloma Avenue	Del Monte Avenue	NO	YES
Bellview Drive	Wagstaff Road	End	NO	YES
Bennett Road	Anchor Way	So. Libby Road	NO	YES
Berkshire Avenue	Hillside Dr.	Diamond Avenue	NO	YES
Berkshire Way	End	Bille Road	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Bille Road Extension	Pentz Road	200' e/o Alexander Ct	NO	YES
Blue Danube Drive	Xeno Place	Country Club Drive	NO	YES
Bonnie Lane	Nunneley Road	End	NO	YES
Brook Way	Twin Oaks	End	NO	YES
Brookwood Circle	End	Clark Road	NO	YES
Butte View Terrace	Pearson Road	End	NO	YES
Cabernet Lane	Clark Road	Gate Lane	NO	YES
Camellia Drive	Oliver Road	Oliver Road	NO	YES
Camino	Elliott Road	End	NO	YES
Candlewood Court	End	Gate Lane	NO	YES
Castle Drive	Cliff Drive	Oliver Road	NO	YES
Cathy Lane	Pearson Road	End	NO	YES
Chandler Drive	Redbud Drive	Pinewood Drive	NO	YES
Cherry Lane	Pearson Road	End	NO	YES
Chris Court	Nedry Drive	End	NO	YES
Circlewood Drive	Filbert Street	Circlewood Drive	NO	YES
Circlewood Drive	Neal Road	Filbert Street	NO	YES
Clearview Drive	Xeno Place	Stearns Road	NO	YES
Cliff Drive	Castle Drive	Bille Road	NO	YES
College Hill Road	Pearson Road	Pearson Road	NO	YES
Conifer Drive	Pentz Road	End	NO	YES
Copeland Road	Nunnely Road	Elliott Road	NO	YES
Coral Avenue	Coral Extension	Bille Road	NO	YES
Coral Circle	Coral Avenue	End	NO	YES
Country Club Drive	Pentz Road	Stearns Road	NO	YES
Country Oak Drive	Himmel Street	Sawmill Road	NO	YES
Crandall Way	Pentz Road	Pentz Road	NO	YES
Crestmoor Drive	End	Valley View Drive	NO	YES
Crestview Drive	End	Valley View Drive	NO	YES
Crestwood Drive	Crestview Drive	Crestview Drive	NO	YES
Danika Court	Bille Road Extension	End	NO	YES
Dawnridge Court	Country Oak Drive	End	NO	YES
De Mille Road	De Mille Road	Stearns Road	NO	YES
De Mille Road	De Mille Road	Pentz Road	NO	YES
Dean Road	Pentz Road	500' n/o Dean Pl.	NO	YES
Debbie Lane	Elliott Road	End	NO	YES
Deer Creek Lane	Lucky John Road	Posey Lane	NO	YES
Del Mar Avenue	Elliott Road	End	NO	YES
Del Monte Avenue	Bella Vista Avenue	Buschmann Rd.	NO	YES
Delia Way	North Libby Road	End	NO	YES
Deodara Way	Ingalls Road	End	NO	YES
Diamond Avenue	End	Wagstaff Road	NO	YES
Dogwood Lane	End	Camellia Drive	NO	YES
Dolores Drive	Wagstaff Road	End	NO	YES
Dolores Drive	Wagstaff Road	850' s/o Wagstaff	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Drendel Circle	Stearns Road	Stearns Road	NO	YES
Easy Street	State Highway 191	End	NO	YES
Edgewood Lane	End of Pavement	Pearson Road	NO	YES
Edwards Lane	248' W/O Ripley Ln	Ripley Lane	NO	YES
El Toro Court	Zenith Lane	End	NO	YES
Evergreen Lane	Wagstaff Road	End	NO	YES
Ewald Court	Clark Road	End	NO	YES
Fairview Drive	Maxwell Drive	Maxwell Drive	NO	YES
Falcon's View Court	Country Club Dr.	End	NO	YES
Feather Rock Court	Falcon's View Court	End	NO	YES
Fickett Lane	End	Pentz Road	NO	YES
Filbert Street	Roe Road	Sunburst Street	NO	YES
Fir Street	End	Boquest Boulevard	NO	YES
Firland Drive	End	Skyway	NO	YES
Forest Circle	End	Forest Lane	NO	YES
Forest Lane	Bille Road	230' n/o Forest Cir.	NO	YES
Fox Road	Hazel Way	Sawmill Road	NO	YES
Freestone Court	Sawmill Road	End	NO	YES
Garden View Lane	End	Newland Road	NO	YES
Gate Lane	End	Pentz Road	NO	YES
Ginny Lane	End	Pentz Road	NO	YES
Glen Circle	Pearson Road	Pearson Road	NO	YES
Glen Drive	End	Pearson Road	NO	YES
Glen Park Lane	Glen Drive	Glen Circle	NO	YES
Glen Way	End	Glen Drive	NO	YES
Golden Oaks Road	End	Nunneley Road	NO	YES
Graham Road	Bille Road	Wagstaff Road	NO	YES
Green Oaks Drive	End	Filbert Street	NO	YES
Greenwood Drive	Maxwell Drive	Central Park Drive	NO	YES
Gregory Lane	Wagstaff Road	End	NO	YES
Grinding Rock Road	End	Neal Road	NO	YES
Harvey Road	Bille Road	Wagstaff Road	NO	YES
Hazel Way	End	Mabelle Way	NO	YES
Heavenly Place	Angel Drive	Angel Drive	NO	YES
Henson Road	370' w/o Butte View T	Butte View Terrace	NO	YES
Hickory Way	Circlewood Drive	End	NO	YES
Highland Lane	Sierra Park Drive	Scottwood Road	NO	YES
Hillpark Lane	Pentz Road	End	NO	YES
Himmel Street	Bille Road	Country Oak Drive	NO	YES
Hollis Hill Drive	Chandler Drive	Acorn Ridge Dr.	NO	YES
Hollybrook Drive	Pentz Road	End	NO	YES
Honey Run Road	Para. Town Limit	Honey Run Road	NO	YES
Honey Run Road	Honey Run Road	Skyway	NO	YES
Ingalls Road	Nunneley Road	Elliott Road	NO	YES
Joseph's Court	End	Country Club Drive	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
June Way	End	Shay Lane	NO	YES
Keith Road	Buschmann Rd.	Sierra Park Drive	NO	YES
Kenglo Drive	Nunneley Road	End	NO	YES
Kibler Road	Nunneley Road	Young Avenue	NO	YES
Laguna Court	Malibu Drive	End	NO	YES
Lancaster Drive	Bille Road	Lancaster Drive	NO	YES
Laurel Drive	Castle Drive	Bille Road	NO	YES
Lillian Avenue	End	Pentz Road	NO	YES
Little Grand Canyon	End	Honey Run Road	NO	YES
Locksley Court	Yorkshire Drive	End	NO	YES
Lofty Lane	Skyway	End	NO	YES
Lucky John Road	Bille Road	Wagstaff Road	NO	YES
Mabelle Way	Hazel Way	Sawmill Road	NO	YES
Madrone Way	Oliver Road	Graham Road	NO	YES
Malibu Drive	Royal Canyon Drive	End	NO	YES
Maple Park Drive	Clark Road	Maple Park Drive	NO	YES
Maxwood Drive	Young Avenue	Vista Knolls Drive	NO	YES
McKale Road	State Highway 191	End	NO	YES
Melene Court	Country Oak Drive	End	NO	YES
Merrill Road	Pentz Road	End	NO	YES
Middle Libby Road	Pearson Road	Nunneley Road	NO	YES
Molokai Drive	Ridgecrest Drive	End	NO	YES
Montna Drive	Skyway	Montna Drive	NO	YES
Mountain Meadow Ct	Country Oak Drive	End	NO	YES
Nedry Drive	Merrill Road	End	NO	YES
Neilsen Drive	End	Elliott Road	NO	YES
Newland Road	Pearson Road	Nunneley Road	NO	YES
Newland Road	Pearson Road	Pearson Road	NO	YES
Newman Avenue	Pearson Road	Paradise Avenue	NO	YES
Nielsen Court	Nielsen Drive	End	NO	YES
North Libby Road	Elliott Road	Bille Road	NO	YES
Norwood Drive	Pentz Road	Johnson Drive	NO	YES
Nottingham Drive	Yorkshire Drive	Crestview Drive	NO	YES
Nottingham Park	Crestview Drive	End	NO	YES
Nunneley Road	Sawmill Road	Homestead Place	NO	YES
Oak Way	Bille Road	Wagstaff Road	NO	YES
Oakmore Drive	Elliott Road	Crestview Drive	NO	YES
Oakwood Lane	Skyway	Foster Road	NO	YES
Orchard Drive	Foothill Road	Pacific Drive	NO	YES
Pacific Drive	850' w/o Orchard Dr.	Orchard Drive	NO	YES
Paloma Avenue	End	Buschmann Road	NO	YES
Pamela Drive	End	Bellview Drive	NO	YES
Paradise Avenue	Pearson Road	End	NO	YES
Paradisewood Drive	Pentz Road	End	NO	YES
Park Way Drive	End	Bennett Road	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Parkwood Way	Wagstaff Road	End	NO	YES
Pine View Drive	Elliott Road	End	NO	YES
Pinewood Court	Pinewood Drive	End	NO	YES
Pinewood Drive	Redbud Drive	End	NO	YES
Pintail Court	Foster Road	End	NO	YES
Point West Drive	Valley Ridge Drive	End	NO	YES
Poppy Lane	End	Camellia Drive	NO	YES
Posey Lane	Bille Road	Deer Creek Lane	NO	YES
Princeton Circle	End	Princeton Way	NO	YES
Princeton Way	End	Skyway	NO	YES
Puddle Duck Court	Paradisewood Drive	End	NO	YES
Queen Drive	End	Elliott Road	NO	YES
Rankin Way	Crestmoor Drive	End	NO	YES
Redbud Lane	End	Crestmoor Drive	NO	YES
Redwood Lane	Vista Knolls Drive	Maxwood Drive	NO	YES
Rexdale Lane	Merrill Road	End	NO	YES
Richmond Road	De Mille Road	End	NO	YES
Ridgecrest Drive	Montna Drive	End	NO	YES
Ripley Lane	Edwards Lane	Bille Road	NO	YES
Roberts Road	West Wagstaff Road	Oliver Road	NO	YES
Robin Place	End	Bellview Drive	NO	YES
Rocky Lane	Wagstaff Road	Skyway	NO	YES
Roe Road	Foster Road	End	NO	YES
Rose Lane	Redbud Drive	Crestmoor Drive	NO	YES
Royal Canyon Drive	Country Club Drive	End	NO	YES
Royal Court	Pinewood Drive	End	NO	YES
Royal Point Drive	Point West Drive	End	NO	YES
Russell Drive	Skyway	Skyway	NO	YES
Salida Circle	End	Salida Way	NO	YES
Salida Way	End	Pentz Road	NO	YES
Saxberg Drive	End	Clark Road	NO	YES
Schmale Lane	Skyway	End	NO	YES
Scott Drive	End	Foster Road	NO	YES
Scottwood Road	Kinsey Way	Buschmann Road	NO	YES
Scottwood Road	Pearson Road	East Oak Street	NO	YES
Sequoia Court	Rocky Lane	End	NO	YES
Shadowbrook Way	End	Clark Road	NO	YES
Shay Lane	End	Merrill Road	NO	YES
Sierra Park Drive	Buschmann Road	Pearson Road	NO	YES
Starlight Court	Neal Road	End	NO	YES
Sunburst Drive	Hickory Way	End	NO	YES
Sunset Drive	Cliff Drive	Oliver Road	NO	YES
Sweetbriar Lane	Pentz Road	End	NO	YES
Sylmar Lane	Merrill Road	End	NO	YES
Sylvan Way	Sawmill Road	End	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Tahoe Way	End	Clark Road	NO	YES
Thomasson Lane	Lucky John Road	Skyway	NO	YES
Thornburg Road	De Mille Road	End	NO	YES
Tokay Court	End	Country Club Drive	NO	YES
Topaz Circle	End	Circlewood Drive	NO	YES
Trafalgar Square	Country Club Drive	End	NO	YES
Tranquil Drive	Redbud Drive	Crestmoor Drive	NO	YES
Twin Oaks Drive	Wagstaff Road	End	NO	YES
Valley Ridge Drive	Valley View Drive	Valley View Drive	NO	YES
Valstream Drive	End	Oakmore Drive	NO	YES
Vineyard Drive	Pentz Road	End	NO	YES
Violet Way	Queen Drive	End	NO	YES
Vista Knolls Drive	End	Bille Road	NO	YES
Waggoner Road	Lucky John Road	End	NO	YES
West Wagstaff road	Bille Road	Roberts Road	NO	YES
Wildwood Lane	End	Skyway	NO	YES
Willow Street	Black Olive Drive	Almond Street	NO	YES
Windsor Drive	Queen Drive	End	NO	YES
Woodbrook Circle	End	Clark Road	NO	YES
Xeno Place	End	End	NO	YES
York Towne Manor	Pentz Road	End	NO	YES
Yorkshire Drive	Pinewood drive	Rankin Way	NO	YES
Young Avenue	Maxwood Drive	Kibler Road	NO	YES
Zenith Lane	Dean Road	End	NO	YES



Town of Paradise
Council Agenda Summary
Date: December 12, 2023

Agenda Item: 6(b)

ORIGINATED BY: Marc Mattox, Public Works Director
Eric Reinbold, Police Chief
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Animal Shelter Expansion – Reject Bids

LONG TERM N/A
RECOVERY PLAN:

COUNCIL ACTION REQUESTED:

1. Consider staff recommendation to reject all bids received for the Animal Shelter Expansion Project and direct staff to revise the project bid documents for reconsideration of advertisement. (ROLL CALL VOTE)

Background:

The Town of Paradise Animal Control Shelter facility has been identified for need of expansion to address the operational needs of the staff, volunteers, and animals served. The Shelter was originally constructed in 1981 with minimal modifications since this time.

During the 2022/2023 Fiscal Year, Paradise Town Council agreed to accept an in-kind donation from Paradise Animal Shelter Helpers (PASH) for the preparation of design building plans. Further the Town of Paradise Town Council approved combined funding \$600,000 the construction of the expansion. As part of this arrangement, PASH agreed to infill the new facility with necessary furniture, equipment and operations items to complete the project.

PASH completed the project design and recently received Town-approved building plans/permits. In summary, the expansion includes improvements as follows:

- More than doubling the capacity for the cat population
- Improved outdoor access and exercise areas for both cats and dogs
- A meet and greet room for people to interact with potential adoptees
- Separate cat and dog isolation and quarantine areas
- Enhanced public reception and staff work areas
- Much needed exam, treatment and bathing rooms
- An indoor storage room for shelter supplies

On October 10, 2023, Paradise Town Council approved the project Plans and Specifications while authorizing staff to seek bids.

Analysis:

On November 16, 2023, the Town Clerk's Office received and opened two bids for the Shelter Expansion Project. The bid results and Engineer's Estimate are provided on the next page:

November 16 Bid Results

Engineer's Estimate	\$534,000
Dynamic Trades, Inc.	\$903,676
Experts in Your Home	\$1,303,305

The low bid received by Dynamic Trades, Inc. included supplemental bid forms which are not valid, yet indicated a true bid amount of \$1,230,209.00. In general, feedback from the bidders indicate the project plans and specifications were inadequate for bidding with the desired level of certainty – to some degree, causing higher prices in the bids. However, staff is also now keenly aware of the cost implications of the national economy factoring in construction pricing changes with inflation and labor availability.

Staff is recommending Town Council reject all bids and provide direction to repackage the Plans and Specifications with a refined bid package by a firm contracted directly by the Town of Paradise. This direct contract will allow staff to use the work products developed by PASH and incorporate lessons learned from the first bid cycle – ensuring that a revised project will meet the standards necessary to reduce cost as much as possible.

Financial Impact:

Funding for the Animal Shelter Expansion Project is proposed to come from approved FY23/24 Budget as noted below:

- \$400,000 American Rescue Plan Act (ARPA)
- \$200,000 Measure V

Staff is proposing a budget of \$50,000 within these funds be allocated for the revisions needed to the Plans and Specifications.

Staff is also coordinating with PASH to discuss the overall financial impact of the project – understanding a \$1,000,000 funding campaign is underway for the facility and required infill. When a revised package is available for Council approval, additional information will be provided relating to project funding and any additional donations secured for the project.



Town of Paradise
Council Agenda Summary
Date: December 12, 2023

Agenda Item: 6(c)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Community Development Block Grant Disaster Recovery, Workforce Development Update and Resolution

LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Hear an update on the CDBG DR Workforce Development allocation to Butte County for \$18.7 Million; and
2. Consider approving Resolution 2023- ____ A Resolution of the Town Council of the Town of Paradise, "Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto from the 2022-2023 Funding Year of the State CDBG-DR Recovery Workforce Program."

Background:

After the 2018 Camp Fire, funding was appropriated by Congress through the Community Development Block Grant Disaster Recovery (CDBG DR) Program to provide recovery funding for disaster affected communities, including Butte County, and the Town of Paradise. CDBG DR funding was allocated for the 2017/2018 disasters in four areas:

1. Housing
2. Infrastructure
3. Workforce Development
4. Mitigation

The Housing and Infrastructure tranches of funding have already been allocated, and the Town is in various stages of project development and implementation utilizing these funds. The funding for Workforce Development was allocated at the beginning of 2023, awaiting the official Notice of Funding Availability (NOFA) which will specifically outline the eligible projects and steps needed to qualify a project for these funds.

Butte County was allocated \$18.7 Million, by far the largest percentage of allocation for the 2017/18 year. To utilize these funds, the Town must submit an eligible project within the application period to be awarded funding. In anticipation of this NOFA release, the Town has been meeting with our local Economic Development and Workforce partners over the last 3 years to conceptualize a project that could benefit our region. The partners that have been meeting on this topic include:

Butte County
Butte College
Butte Fire Safe Council
Oroville Adult School
Nortec
3CORE
Valley Contractor's Exchange
CSU Chico
Alliance For Workforce Development
Butte College – The Training Place
Paradise Unified School District
Butte County Office of Education
Red Cross
City of Chico

Analysis:

The NOFA was released on September 29th, 2023, and since that date, the partners listed above have continued to meet and plan a project that would construct a workforce training center on the Paradise High School Property which would focus on resilient building and forestry technologies, as well as companion training, and be a resiliency hub for training in the region. The funds would be utilized to pay for the rehab or reconstruction of two existing buildings on the Paradise High School campus, and for the various training programs which would be run by our local training partners.

Once the project has been finalized, Staff will present the project to Council for approval prior to submitting the application to the California Department of Housing and Community Development (HCD) which is administering CDBG DR. The Town of Paradise intends to be the lead applicant, and depending on the NOFA, may include our partners as co- or sub- applicants. It is the goal of Town Staff and our project partners to submit the application in January 2024, prior to the February 29, 2024 deadline.

The resolution included in this staff report is required as part of the application for the CDBG DR Workforce Development funds. The resolution alone does not obligate the Town or any of our partners to move forward with the project.

Financial Impact:

Butte County has been allocated \$18.7 million through CDBG DR Workforce Development. An application for an eligible project would have to be submitted in order to utilize any of these funds.



APPENDIX D-1

Resolution of the Governing Body

Applicants are required to use this Resolution in content and form.

RESOLUTION NO.

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERE TO FROM THE 2022-2023 FUNDING YEAR OF THE STATE CDBG-
DR RECOVERY WORKFORCE PROGRAM**

BE IT RESOLVED by the Town Council of the Town
of as follows:

SECTION 1:

The Town Council has reviewed and hereby approves the
submission to the State of California of one or more application(s) in the aggregate
amount, not to exceed, of for the following CDBG-DR activities,
pursuant to the March 2023 CDBG-DR NOFA:

List activities and amounts (*activity totals should include Activity Delivery dollars
and General Administration associated with the activity*)

Activity (i.e. Public Services, Housing Rehabilitation)	Dollar Amount Being Requested for the Activity
Public Services/Rehabilitation	\$ <input type="text" value="18742117.42"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>

SECTION 2:

The Town acknowledges compliance with all state and federal public
participation requirements in the development of its application(s).



APPENDIX D-1

SECTION 3:

The Town _____ hereby authorizes and directs the Town Manager _____, or designee*, to execute and deliver all applications and act on the Town _____'s behalf in all matters pertaining to all such applications.

SECTION 4:

If an application is approved, the Town Manager _____, or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 5:

If an application is approved, the Town Manager _____, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

** **Important Note:** If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.*



APPENDIX D-1

PASSED AND ADOPTED at a regular meeting of the Town Council

of the Town of held on

by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES:

NOES:

ABSENT:

ABSTAIN:

Authorized Signature

Date

Signer's Title

STATE OF CALIFORNIA

City/County of

I, , City/County Clerk of the City/County of , State of California, do hereby attest and certify the foregoing Resolution to be a full, true and correct copy of a resolution duly passed and adopted on the date stated thereon and that said Resolution has not been amended, modified, repealed, or rescinded since the date of adoption and is in full force and effect as of this date, .

, City/County Clerk of the City/County of

By:

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.

PRINT

START OVER



Town of Paradise

Council Agenda Summary

Agenda Item: 6(d)

Date: December 12, 2023

ORIGINATED BY: Jessica Erdahl, Supervising Project Manager
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: 2024 On-System Road Rehabilitation /HSIP Systemic Intersection Safety Improvement Project – PSE Approval and Authorize Advertisement for Bids.

LONG TERM RECOVERY PLAN: Yes, Tier 1

COUNCIL ACTION REQUESTED:

1. Consider adopting Resolution No. 2023- ____, “A Resolution of the Town Council of the Town of Paradise Approving the Plans, Specifications and Estimate for the 2024 On-System Road Rehabilitation/HSIP Systemic Intersection Safety Improvement Project and Authorizing Advertisement for Bids on the Project”. (ROLL CALL VOTE)

Background:

Due to the ongoing recovery effort and debris removal operations within the Town and Butte County, the Town’s on-system roadway infrastructure sustained heavy damage in the wake of the Camp Fire. The pavement structural sections were damaged in two ways:

1. Pavement scarring due to car fires – On the day of the Camp Fire, several motorists were required to abandon their vehicles and continue evacuating on foot. The subsequent car fires damaged the pavement, justifying the need for repair.
2. Pavement structural section damage due to heavy truck traffic – Following the Camp Fire, the Town experienced a staggering level of truck traffic. During the CALOES Debris Removal effort, over 3.7 million tons of material was removed, equivalent to approximately 300,000 truckloads. During that same period, PG&E, Comcast, and AT&T restored their damaged distribution infrastructure. Additionally, PG&E removed over 92,000 trees, and an additional 100,000 trees were removed in 2020 as part of the Hazard Tree Removal Program. The volume of trucks using the Town’s on-system roads has resulted in damage to the pavement structural section, justifying the need for rehabilitation.

The Town coordinated with Caltrans and Federal Highways Administration (FHWA) to secure Emergency Relief permanent restoration funding to repair damaged on-system roads town wide. Through the Emergency Relief Program, the Town of Paradise has been approved for \$55,439,200 for the on-system road rehabilitation project. The approved project is located on Federal-Aid “On-System” roads – meaning the Town’s primary collectors and arterials such as Skyway, Clark, Pearson, Elliott, Bille, Wagstaff, Pentz, etc.

Additionally, in 2018 the Town has been approved for \$1,229,300 in Cycle 9 Highway Safety Improvement Program (HSIP) funds to improve safety at sixteen stop-controlled intersections at

various locations. The countermeasure will be to systemically improve minor street approaches with a combination of additional intersection warning/regulatory signs, improved pavement markings, and providing improved sight triangles. For efficiency this project will be bid and constructed with the On-System Road Rehabilitation projects.

On November 10, 2020, Paradise Town Council awarded master on-call contracts to Mark Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform on-call professional civil engineering services for a variety of local, state, and federally-funded projects. Subsequently, in January 2021, task orders were issued to Mark Thomas, Dokken Engineering, and Wood Rodgers, Inc. to perform civil design services on the on-system road rehabilitation project.

The overall scope of work for the combined Road Rehabilitation and HSIP Project can be summarized as follows:

- Repair Camp Fire damaged on-system roads to achieve a pre-fire condition.
- Improve safety at two stop-controlled intersection with a combination of striping, warning/regulatory signs, improved pavement markings and providing improved sight triangles.

On June 14, 2022 Paradise Town Council awarded Contract No. 7303.1.CON, 2022 On-System Roadway Rehabilitation –Skyway (Project 1) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid plus additive bid #1,\$5,069,864.78.

On January 10, 2023 Paradise Town Council awarded Contract No. 7303.2.CON, 2023 On-System Roadway Rehabilitation – Pearson (Project 2) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid,\$5,339,517.50.

The plans and specifications for the project are on file in the Public Works office for review.

A vicinity map of the town wide On-System Road Rehabilitation Project limits, as well as the proposed 2024 project limits are provided in this Agenda Summary.

Analysis:

The On-System Road Rehabilitation project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire and necessary to restore roadway infrastructure to a pre-fire condition.

Road rehabilitation projects will be identified based on utility undergrounding completion. As segments of utilities are nearing completion, the Town of Paradise will identify and bid specific segments of roadways as individual projects. The goal of this approach is to maximize efficiency, partnership and remain good stewards of precious public funds and community impacts by reducing excavations into recently rehabilitated roadways.

With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Project 3 (2024) – Almond Street, Bille Road, Central Park Drive, Cliff Drive, Elliott Road, Foster Road, Maxwell Drive, Roe Road, Valley View Drive, and Wagstaff Road (7.7 miles). HSIP locations: Foster Road and Buschmann Road, Foster Road and Roe Road.

Advertise for bid: January 2024
Award Contract: March 2024
Construction: Spring 2024-Fall 2024

Future Projects – 2025-2026

Financial Impact:

FHWA Emergency Relief and HSIP funds have been authorized for construction and construction engineering phases at actual documented cost incurred.

The total estimated construction and construction engineering cost for the On-System Road Rehabilitation and HSIP project is \$7,726,298. The estimated funding breakdown is shown below. A detailed project accounting description for each project bid will be made available at the time of contract award.

2024 On-System Road Rehabilitation Project

Contract Items	Total Estimated Cost	ER 38Y0(012) 75.25%	CDBG-DR ER Match 24.75%	HSIP 5425(041) 90%	LTF HSIP Match 10%	Non-Participating (Utility Adjustments)
Construction Project 3 - 2024	\$ 6,438,582.15	\$ 4,712,608.19	\$ 1,549,994.05	\$ 13,481.92	\$ 1,497.99	\$ 161,000.00
Contingency (10%)	\$ 643,858.22	\$ 471,260.82	\$ 154,999.41	\$ 1,348.19	\$ 149.80	\$ 16,100.00
Construction Management (10%)	\$ 643,858.22	\$ 471,260.82	\$ 154,999.41	\$ 1,348.19	\$ 149.80	\$ 16,100.00
Total	\$ 7,726,298.58	\$ 5,655,129.82	\$ 1,859,992.87	\$ 16,178.30	\$ 1,797.59	\$ 193,200.00
Total Available Funding	\$ 41,063,869.77	\$ 30,152,108.28	\$ 9,917,138.60	\$ 348,500.60	\$ 38,722.29	\$ 607,400.00
Balance	\$ 33,337,571.19	\$ 24,496,978.45	\$ 8,057,145.74	\$ 332,322.30	\$ 36,924.70	\$ 414,200.00

Required On-System Road matching funds, \$1,859,992.87 (24.75%), will be funded by Community Development Block Grant-Disaster Recovery fund. Required HSIP matching funds, \$1,797.59 (10%), will be funded by Local Transit Funds.

Attachments:

- A. On-System Road Status Map
- B. Project Map 2024
- C. Resolution

**TOWN OF PARADISE
RESOLUTION NO. _____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE APPROVING THE PLANS, SPECIFICATIONS AND
ESTIMATE FOR THE 2024 ON-SYSTEM ROAD REHABILITATION
/HSIP SYSTEMATIC INTERSECTION SAFETY IMPROVEMENT
PROJECT AND AUTHORIZING ADVERTISEMENT FOR BIDS ON THE
PROJECT.**

WHEREAS, on-system roads sustained damage as a result of the Camp Fire;
and,

WHEREAS, the Town of Paradise has received a \$55,439,200 allocation of
Federal Highway Administration Emergency Relief Program funds; and,

WHEREAS, the purpose of the Emergency Relief Program is Repair or
reconstruction of Federal-aid highways and roads ("On-System") which have suffered
serious damage as a result of natural disasters.

WHEREAS, eligible repairs may include, but are not limited to, damage
occurring to pavement or other surface courses, shoulders, embankments, cut slopes,
roadside development, and stream channels, whether man-made or natural. Pavement
repairs or reconstruction may also include rock slope protection, cribbing, or other stream
bank control features, bridges, retaining walls, culverts and debris removal, including other
deposits from roadway drainage channels and the traveled way.

WHEREAS, the Town of Paradise has received a \$1,229,300 allocation of
Federal Highway Administration Highway Safety Improvement Program funds; and,

WHEREAS, the purpose of the Highway Safety Improvement Program is to
achieve a significant reduction in traffic fatalities and serious injuries on public roads.

WHEREAS, the 2024 On-System Road Rehabilitation/HSIP Systematic
Intersection Safety Improvement Project is consistent in scope with the approved
Emergency Relief and Highway Safety Improvement Program funds; and,

WHEREAS, the 2024 On-System Road Rehabilitation/HSIP Systematic
Intersection Safety Improvement Project is consistent with priorities identified in the
Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF PARADISE AS FOLLOWS:**

Section 1. The design, plans, specifications and estimate for the 2024 On-
System Road Rehabilitation/HSIP Systematic Intersection Safety Improvement Project
described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Public Works Department is authorized to advertise the 2024 On-System Road Rehabilitation/HSIP Systematic Intersection Safety Improvement Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 12th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

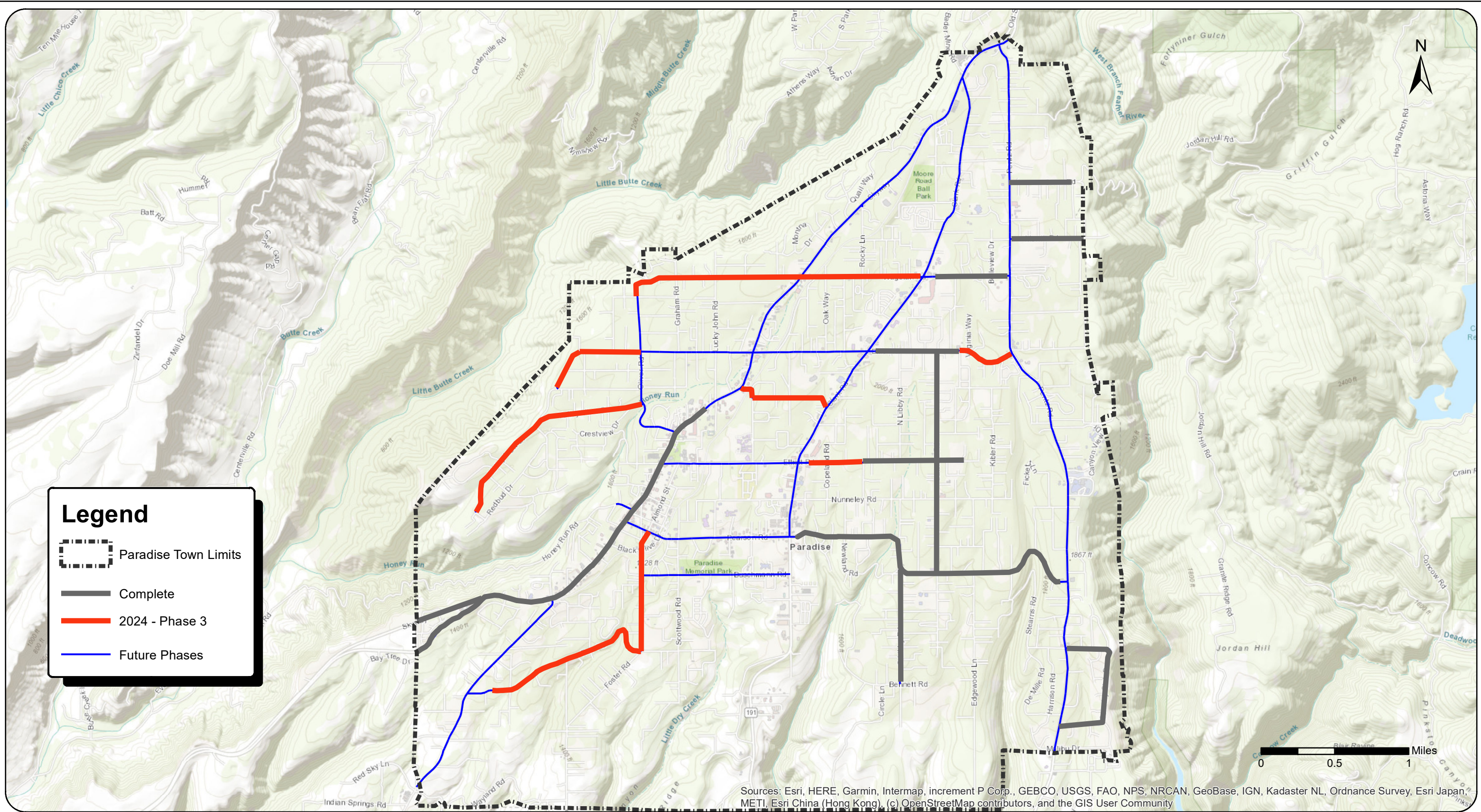
By: _____
Greg Bolin, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

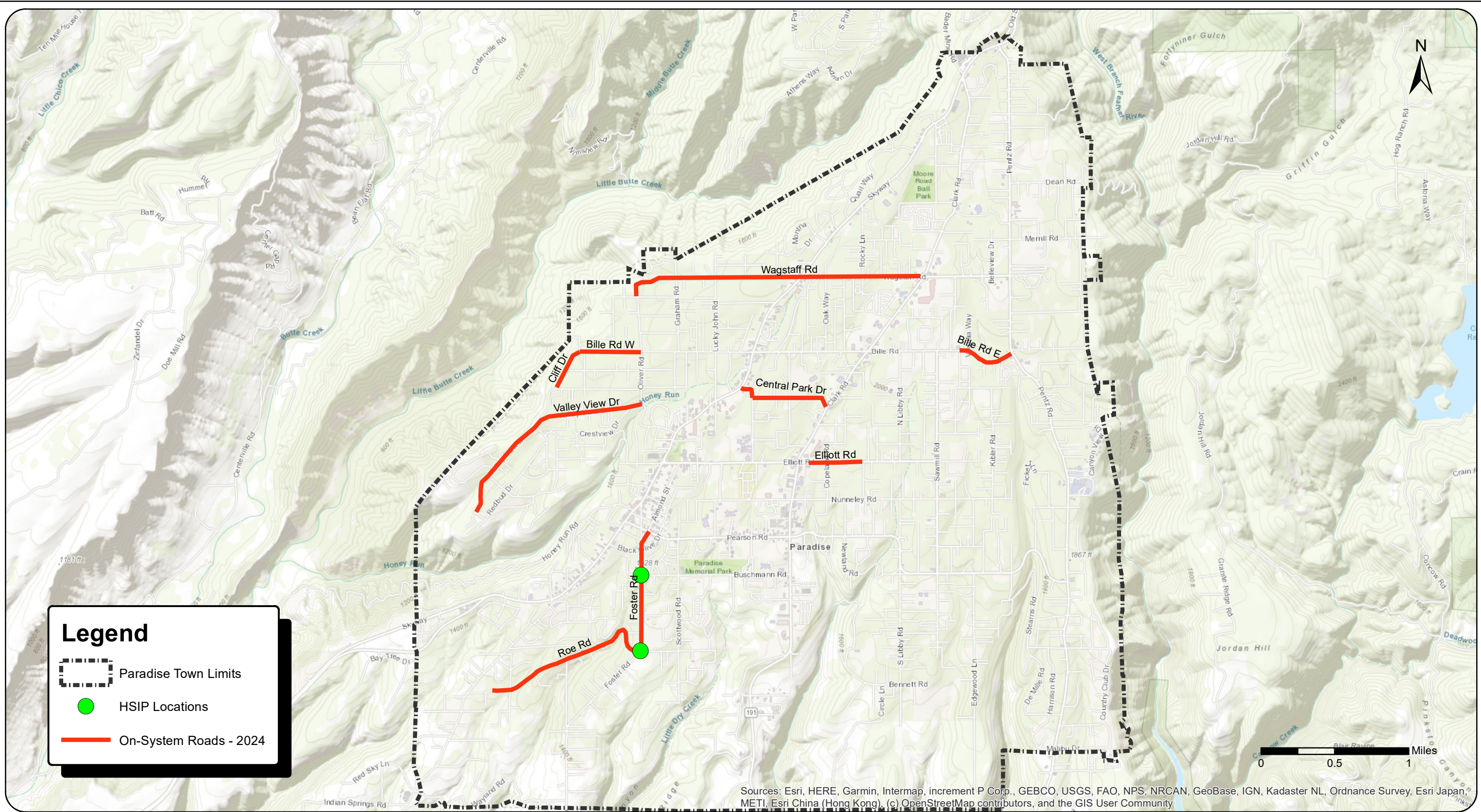
Scott E. Huber, Town Attorney



TOWN OF PARADISE
 PUBLIC WORKS DEPARTMENT
 5555 Skyway Road
 Paradise, California 95969

**ON-SYSTEM ROAD
 REHABILITATION PROJECT**
 FEDERAL-AID NO. ER38Y0(012)

**PROJECT
 LOCATION
 MAP**
 J ERDAHL
 NOV 2023



TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT
5555 Skyway Road
Paradise, California 95969

**2024 ON-SYSTEM ROAD
REHABILITATION PROJECT**
FEDERAL-AID NO. ER38Y0(012)

**PROJECT
LOCATION
MAP**
J ERDAHL
NOV 2023



Town of Paradise

Council Agenda Summary

Agenda Item: 6(e)

Date: December 12, 2023

ORIGINATED BY: Jessica Erdahl, Supervising Project Manager
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: 2024 Off-System Road Rehabilitation Project– PSE
Approval and Authorize Advertisement for Bids.
LONG TERM RECOVERY PLAN: Yes, Tier 1

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2023- ___, “A resolution of the Town Council of the Town of Paradise Approving the Plans, Specifications and Estimate for the 2024 Off-System Road Rehabilitation Project and Authorizing Advertisement for Bids on the Project”.
(ROLL CALL VOTE)

Background:

Due to the ongoing recovery effort and debris removal operations within the Town and Butte County, the Town’s off-system roadway infrastructure sustained heavy damage in the wake of the Camp Fire. The pavement structural sections were damaged in two ways:

1. Pavement Scarring due to Car Fires – On the day of the Camp Fire, several motorists were required to abandon their vehicles and continue evacuating on foot. The subsequent car fires damaged the pavement, justifying the need for repair.
2. Pavement structural section damage due to heavy truck traffic – Following the Camp Fire, the Town experienced a staggering level of truck traffic. During the CALOES Debris Removal effort, over 3.7 million tons of material was removed, equivalent to approximately 300,000 truckloads. During that same period, PG&E, Comcast, and AT&T restored their damaged distribution infrastructure. Additionally, PG&E removed over 92,000 trees, and an additional 100,000 trees were removed in 2020 as part of the Hazard Tree Removal Program. The volume of trucks using the Town’s off-system roads has resulted in damage to the pavement structural section, justifying the need for rehabilitation.

The Town coordinated with the Federal Emergency Management Agency (FEMA) to secure Public Assistance permanent restoration funding to repair damaged off-system roads town wide. Through the Public Assistance Program, the Town of Paradise has been approved for \$38,290,000 for the off-system road rehabilitation project. The approved project is located on “Off-System” roads. Off-system roadway rehabilitation include roadways that are not on the on-system roadways and will be funded by FEMA.

On November 10, 2020, Paradise Town Council awarded master on-call contracts to Mark Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform on-call professional civil engineering services for a variety of local, state, and federally-funded projects. Subsequently, in January 2021, task orders were issued to GHD, Dokken Engineering, and Dewberry to perform civil design services on the off-system road rehabilitation

project.

The overall scope of work for the Project can be summarized as follows:

- Repair Camp Fire damaged off-system roads to achieve a pre-fire condition.

On August 17, 2023 Paradise Town Council awarded Contract No 8407.1.CON, 2023 Off-System Roadway Rehabilitation (Project 1) to Hat Creek Construction and Materials in the amount of their base bid plus additive bid #1, \$5,756,809.

The plans and specifications for the project are on file in the Public Works office for review.

A vicinity map of the town wide off-system road project limits, as well as the proposed 2024 project limits are provided in this Agenda Summary.

Analysis:

The off-system road rehabilitation project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire and necessary to restore roadway infrastructure to a pre-fire condition.

Road rehabilitation projects will be identified based on utility undergrounding completion. As segments of utilities are nearing completion, the Town of Paradise will identify and bid specific segments of roadways as individual projects. The goal of this approach is to maximize efficiency, partnership and remain good stewards of precious public funds and community impacts by reducing excavations into recently rehabilitated roadways.

With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Project 2 (2024) – 13.7 miles

Newland Rd	Ripley Ln	Fairview Dr	Sunset Dr	Elliott Rd
Middle Libby	Madrone Way	Maple Park Dr	Castle Dr	Pine View Dr
Russell Dr	Graham Rd	Saxberg Ct	Laurel Dr	Queen Dr
Valley Ridge Dr	Lucky John Rd	Woodbrook Cr	W Wagstaff Rd	Windsor Dr
Point W Dr	Deer Creek Ln	Brookwood Cr	Edwards Ln	Newman Ave
Royal Point Dr	Thomasson Ln	Tahoe Way	Violet Way	Paradise Ave
Tranquil Dr	Evergreen Ln	Bennett Rd	Posey Ln	Locksley Ct
Rose Ln	Gregory Ln	Parkway Dr	Camino Ln	Aster Ln
Redbud Dr	Waggoner Rd	Sawmill Rd	Maxwell Dr	Cherry Ln
Crestmoor Dr	Camellia Dr	Edgewood Ln	Greenwood Dr	Copeland Rd
Rankin Way	Dogwood Ln	Butte View Terrace	Golden Oaks Rd	
Yorkshire Dr	Poppy Ln	Henson Rd	Shadowbrook Way	

Advertise for bid:	March 2024
Award Contract:	April 2024
Construction:	Summer 2024

Future Projects – 2025-2026

Financial Impact:

FEMA Public Assistance funds have been authorized for construction and construction engineering phases at actual documented cost incurred.

2024 Off-System Road Rehabilitation Project

Contract Items	Total Estimated Cost	Total Participating Cost	FEMA/CalOES 93.75 %	CDBG-DR Match 6.25%	Non- Participating (Utility Adjustments)
Construction Project 2 - 2024	\$ 8,232,565	\$ 8,219,565	\$ 7,705,842	\$ 513,723	\$ 13,000
Contingency (10%)	\$ 823,257	\$ 821,957	\$ 770,584	\$ 51,372	\$ 1,300
Construction Management (10%)	\$ 823,257	\$ 821,957	\$ 770,584	\$ 51,372	\$ 1,300
Total	\$ 9,879,078	\$ 9,863,478	\$ 9,247,011	\$ 616,467	\$ 14,300
Total Available Funding	\$28,186,393.90	\$28,086,393.90	\$ 26,330,994	\$ 1,755,400	\$ 100,000
Balance	\$ 18,307,316	\$ 18,222,916	\$ 17,083,984	\$ 1,138,932	\$ 85,700

The total estimated construction and construction engineering cost for off-system roads town wide is \$35,226,000 and \$9,879,078 for the 2024 project. The estimated funding breakdown is shown below. A detailed project accounting description for each project bid will be made available at the time of contract award.

Required matching funds, \$616,467 (6.25%), will be funded by the Community Development Block Grant-Disaster Recovery fund.

Attachments:

- A. Vicinity Map
- B. Project Map 2024
- C. Resolution

**TOWN OF PARADISE
RESOLUTION NO. 2023-_____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE APPROVING THE PLANS, SPECIFICATIONS AND
ESTIMATE FOR THE 2024 OFF-SYSTEM ROAD REHABILITATION
PROJECT AND AUTHORIZING ADVERTISEMENT FOR BIDS ON THE
PROJECT.**

WHEREAS, off-system roads sustained damage as a result of the Camp Fire;
and,

WHEREAS, the Town of Paradise has received a \$38,290,000 allocation of
Federal Emergency Management Agency Public Assistance funds; and,

WHEREAS, the purpose of the Public Assistance Program is to Repair or
reconstruct Non-Federal aid highways and roads ("Off-System") which have suffered
serious damage as a result of natural disasters.

WHEREAS, eligible repairs may include, but are not limited to, damage
occurring to pavement or other surface courses, shoulders, embankments, cut slopes,
roadside development, and stream channels, whether man-made or natural. Pavement
repairs or reconstruction may also include rock slope protection, cribbing, or other stream
bank control features, bridges, retaining walls, culverts and debris removal, including other
deposits from roadway drainage channels and the traveled way.

WHEREAS, the 2024 Off-System Road Rehabilitation Project is consistent in
scope with the approved Public Assistance funds; and,

WHEREAS, the 2024 Off-System Road Rehabilitation Project is consistent with
priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the
2018 Camp Fire.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of
Paradise as follows:

Section 1. The design, plans, specifications and estimate for the 2024 Off-
System Road Rehabilitation Project described in the Town Council Agenda Summary for
this Resolution are hereby approved.

Section 2. The Public Works Department is authorized to advertise the 2024
Off-System Road Rehabilitation Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this
12th day of December 2023, by the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

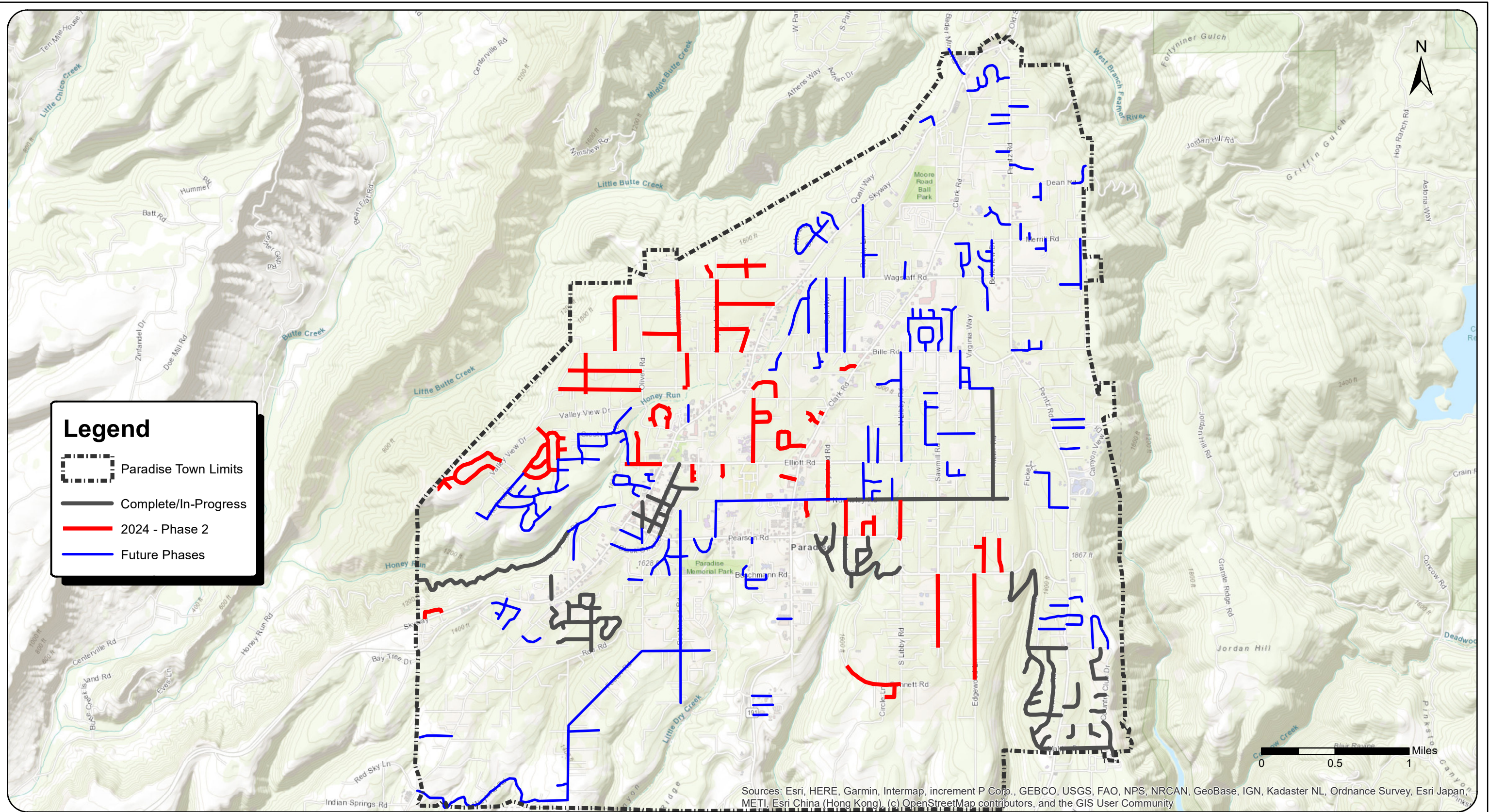
By: _____
Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

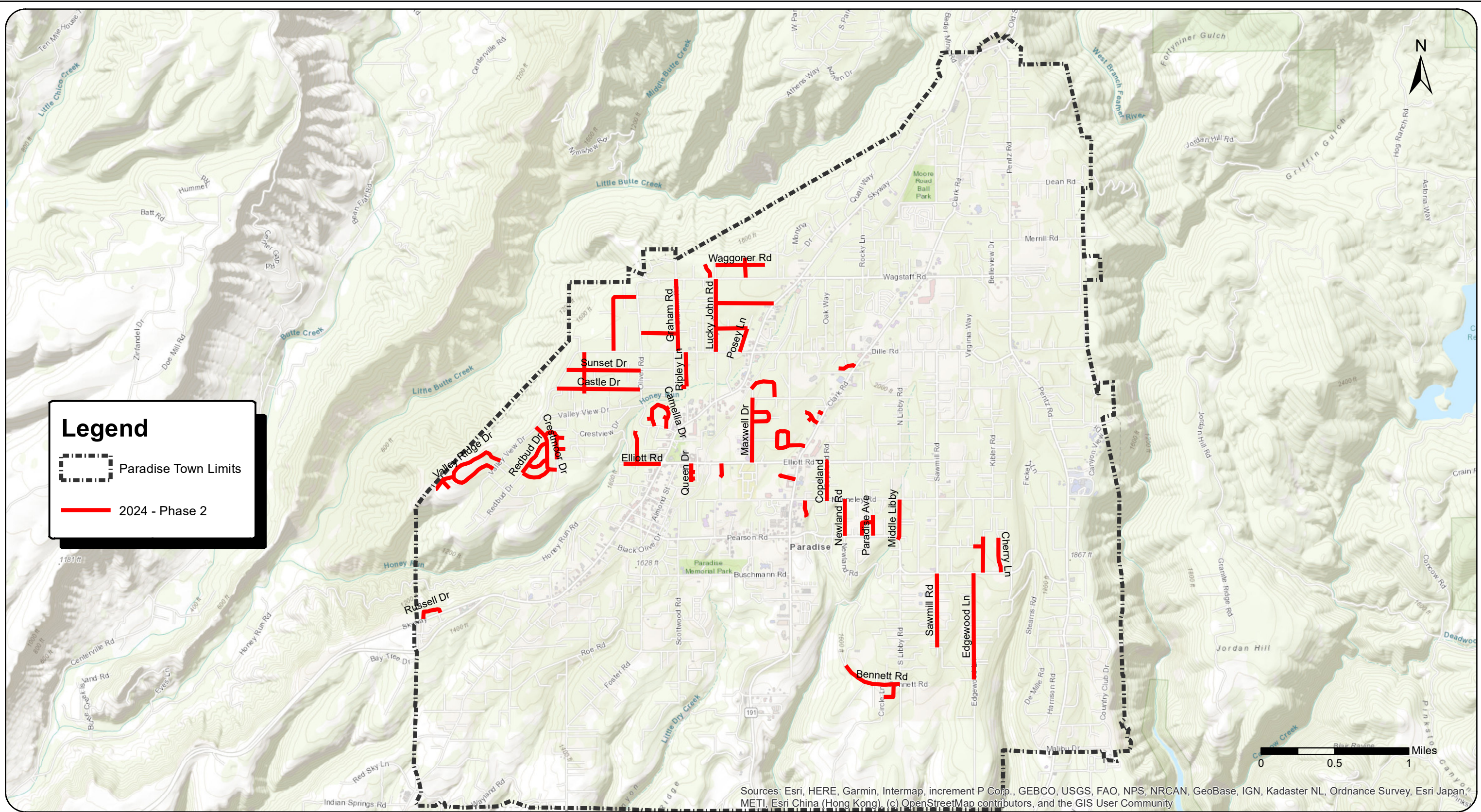
Scott E. Huber, Town Attorney



TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT
5555 Skyway Road
Paradise, California 95969

**OFF-SYSTEM ROAD
REHABILITATION PROJECT
FEMA**

**PROJECT
LOCATION
MAP**
J ERDAHL
NOV 2023



TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT
5555 Skyway Road
Paradise, California 95969

**2024 OFF-SYSTEM ROAD
REHABILITATION PROJECT
FEMA**

**PROJECT
LOCATION
MAP**
J ERDAHL
NOV 2023



Town of Paradise

Council Agenda Summary

Agenda Item: 6(f)

Date: December 12, 2023

ORIGINATED BY: Jessica Erdahl, Supervising Project Manager
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Bille Road/Pentz Road Storm Drain Project – Non-Exclusive Storm Drain Easement Acquisition

LONG TERM RECOVERY PLAN: Yes, Tier 1

COUNCIL ACTION REQUESTED:

1. Consider concurring with staff recommendation to file a CEQA Notice of Exemption for the Bille Road/Pentz Road Storm Drain Project; and,
2. Adopt Resolution No. 2023- __, "A resolution of the Town Council of the Town of Paradise authorizing the Town Manager to negotiate with Edward J. Gleason and Fredalee N. Gleason, Trustees of the Edward J. Gleason and Fredalee N. Gleason Revocable Trust to acquire a Non-Exclusive Storm Drain Easement and designating authority to the Town Manager to execute the Purchase and Sales Agreement, in substantial form, on a portion of property identified as APN 050-210-089-000 and any related documents necessary to complete the acquisition of the property" and,
3. Authorize the Town Engineer to execute the Certificate of Acceptance for the Non-Exclusive Storm Drain Easement. (ROLL CALL VOTE)

Background:

The Town of Paradise was awarded Active Transportation Program funds to construct the Ponderosa Elementary Safe Routes to School Project. The overall scope of work for the Project, which was completed in 2022, is summarized as follows:

- Installation of new Class I Multi-Use Pathway along Pentz Road from Bille Road to Wagstaff Road
- Installation of enhanced crosswalks
- Installation of culvert pipes and storm drainage infrastructure
- Non-Infrastructure component is included to compliment and train end-users on the project and increase walking and biking to school.

The new storm drainage infrastructure was constructed to outfall into an existing drainage ditch, where a prescriptive easement has been established, which runs behind the structure at 6445 Pentz Road. Heavy precipitation in 2023 resulted in storm water flows exceeding the capacity of the existing ditch. A permanent solution to reducing the amount of downstream runoff into the ditch is to construct 300 LF of subsurface storm drain infrastructure and divert the ditch runoff into this new system. At the request of the property owner and in an attempt to reduce further constraining the existing parcel, the location of the new subsurface pipe is proposed within the

limits of an existing non-exclusive road and public utilities easement on a portion of APN 050-210-089-000. Storm drain infrastructure is not considered a public utility, therefore requiring acquisition of 11,977 square feet of a non-exclusive storm drain easement.

Analysis:

On October 23, 2023 a Task Order was issued to Rolls, Anderson and Rolls to prepare the deed document, legal description and plat map for the storm drain easement.

On November 16, 2023 a Task Order was issued to Dokken Engineering, Inc. to perform an Appraisal Waiver Valuation and acquisition services on the proposed storm drain easement acquisition. Waiver Valuations are permissible in lieu of an Appraisals on uncomplicated acquisitions when the market value is estimated at \$10,000 or less based on a review of available data.

On November 21, 2023 Certified General R.E. Appraiser Kent Hume inspected the subject parcel and determined just compensation to be \$4,450.00. Staff is recommending that the Town Council authorize negotiations at the Fair Market Value with owner Gleason and authorize the execution of all acquisition documents necessary to complete the acquisition of an 11,977 SF non-exclusive storm drain easement.

The deed document, legal description, plat map, waiver valuation, and purchase and sales agreement are attached to this report.

Financial Impact:

The total estimated cost of the project is \$100,000.00 and will be paid from local drainage funds. The estimated expenditure breakdown is shown below.

Estimate Project Cost

Item	Estimated Cost
Right-of-Way Services	\$5,619.00
Survey Services	\$2,381.00
Purchase Price and Fees	\$5,000.00
Construction	\$87,000.00
Total Cost	\$100,000.00

Environmental Review:

The CEQA process requires the lead agency to examine the project proposal and evaluate potential impacts. Staff has evaluated the subject project thoroughly and found that the project is exempt under State CEQA Guidelines Section (c), Existing Facilities which states:

The following emergency projects are exempt from the requirements of CEQA.

“Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of “existing facilities” itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use. Examples include but are not limited to:

(C) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes);”

The purpose of the project is to abandon an existing storm drainage ditch and divert the water to a newly installed subsurface storm drain pipe. The project will result in no expansion of use of an existing facility. No further environmental review is necessary for this project.

Based on CEQA Section 15301(c), staff is requesting the Council to concur and approve filing the Notice of Exemption with the Butte County Recorder’s Office.

A draft Notice of Exemption is attached to this staff report.

Attachments:

- A. CEQA Notice of Exemption
- B. Resolution
- C. Appraisal Waiver Valuation
- D. Purchase and Sales Agreement
- E. Easement Grant Deed, Legal Description and Plat Map

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

☒ County Clerk-Recorder
Butte County
155 Nelson Avenue
Oroville, CA 95965

From: Public Works Department
Town of Paradise
5555 Skyway
Paradise, CA 95969

DATE RECEIVED FOR FILING

Posted: _____ through _____
(date) (date)

Project Title: **BILLE ROAD/PENTZ ROAD STORM DRAIN PROJECT**

Project Location: Town of Paradise, Butte County, CA. See attached project location map.

Assessor's Parcel Number(s): 050-210-089-000

Project Description: The Town of Paradise within Butte County, California proposes to obtain a public storm drain easement, abandon an existing storm drainage ditch, tie into an existing storm drain system, construct a storm drain manhole, install 300 LF of reinforced concrete pipe (RCP), outfall the diverted water to Dry Creek and restore the asphalt concrete pathway above the pipe at Latitude: 39.770787, Longitude: -121.579711.

Lead Agency: Town of Paradise

Applicant: Town of Paradise, 5555 Skyway, Paradise, CA 95969

Exemption Status: ☐ Ministerial [Section 21080(b); 15268];
☐ Declared Emergency [Section 21080(b)(3); 15269(a)];
☐ Emergency Project [Section 21080(b)(4); 15269(b)(c)];
☐ General Rule [Section 15061(b)(3)];
☒ **Categorical Exemption [Section 15301(c), Existing Facilities];**
☐ Approval of Rates, Tolls, Fares, and Charges [Section 21080(b)(8)(D)];
☐ Statutory Exemption [Section 15273(a)(4)].

REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:

The project is exempt under State CEQA Guidelines [Section 15301(c), Existing Facilities], which states:

The following emergency projects are exempt from the requirements of CEQA.

"Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use. Examples include but are not limited to:

(C) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes);"

The purpose of the project is to abandon an existing storm drainage ditch and divert the water to a newly installed storm drainpipe. The project will result in no expansion of use of an existing facility. No further environmental review is necessary for this project.

By _____
Marc Mattox, Public Works Director
Town of Paradise

Date _____

DECLARATION OF FEES DUE
(California Fish and Game Code Section 711.4)

NAME AND ADDRESS OF LEAD AGENCY/APPLICANT:

Town of Paradise
Public Works Department
5555 Skyway
Paradise, CA 95969
(530) 872-6291

Project: BILLE ROAD/PENTZ ROAD STORM DRAIN PROJECT

CLASSIFICATION OF ENVIRONMENTAL DOCUMENT:

1. **NOTICE OF EXEMPTION/STATEMENT OF EXEMPTION**
☒ A. **Statutorily or Categorically Exempt**
\$50.00 (Fifty Dollars) Butte County Clerk's Filing Fee

2. **NOTICE OF DETERMINATION - FEE REQUIRED**
☐ A. **Negative Declaration**
\$2,764.00 State Filing Fee
\$50.00 Butte County Clerk's Filing Fee

☐ B. **Mitigated Negative Declaration**
\$2,764.00 State Filing Fee
\$50.00 Butte County Clerk's Filing Fee

☐ C. **Environmental Impact Report**
\$3,839.25 State Filing Fee
\$50.00 Butte County Clerk's Filing Fee

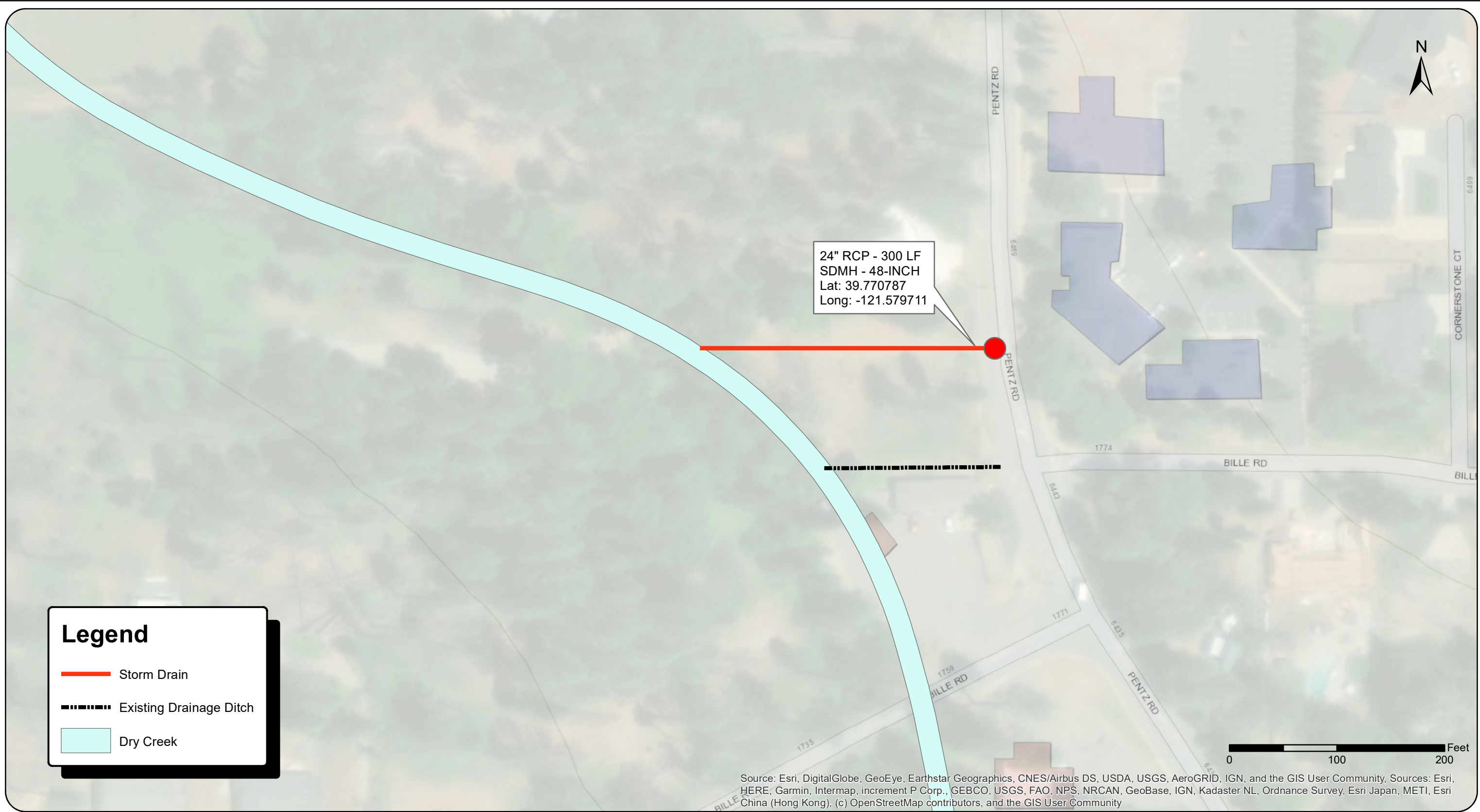
3. ☐ **OTHER (Specify) General Rule Exemption**
\$50.00 Butte County Clerk's Filing Fee

THREE COPIES OF THIS FORM MUST BE COMPLETED AND SUBMITTED WITH ALL ENVIRONMENTAL DOCUMENTS FILED WITH THE BUTTE COUNTY CLERK'S OFFICE.

ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING ANY ENVIRONMENTAL DOCUMENTS WITH THE BUTTE COUNTY CLERK'S OFFICE.

THE \$50.00 HANDLING FEE IS REQUIRED PER FILING IN ADDITION TO THE FILING FEE SPECIFIED IN FISH AND GAME CODE SECTION 711.4(d).

MAKE CHECKS PAYABLE TO COUNTY OF BUTTE.



Legend

Storm Drain

Existing Drainage Ditch

Dry Creek

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT
5555 Skyway Road
Paradise, California 95969

**STORM DRAIN
INSTALLATION
BILLE ROAD/PENTZ ROAD**

**PROJECT
LOCATION
MAP**
J ERDAHL
NOV 2023

**TOWN OF PARADISE
RESOLUTION NO. 2023-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING THE TOWN MANAGER TO NEGOTIATE WITH EDWARD J.
GLEASON AND FREDALEE N. GLEASON, TRUSTEES OF THE EDWARD J.
GLEASON AND FREDALEE N. GLEASON REVOCABLE TRUST TO ACQUIRE A
NON-EXCLUSIVE STORM DRAIN EASEMENT AND DESIGNATING AUTHORITY TO
THE TOWN MANAGER TO EXECUTE THE PURCHASE AND SALES AGREEMENT,
IN SUBSTANTIAL FORM, ON A PORTION OF PROPERTY IDENTIFIED AS APN 050-
210-089-000 AND ANY RELATED DOCUMENTS NECESSARY TO COMPLETE THE
ACQUISITION OF THE PROPERTY.**

WHEREAS, the Town proposes to construct subsurface storm drain infrastructure to provide sufficient storm water drainage as the Bille Road/Pentz Road Storm Drain Project; and

WHEREAS, the acquisition of 11,794 SF Non-Exclusive Storm Drain Easement from a portion of the subject property identified as APN: 052-210-089 is required for the Project; and

WHEREAS, the Project is exempt from the provisions of the California Environmental Quality Act pursuant to State CEQA Guidelines [Section 15301(c)] Existing Facilities; and

WHEREAS, the Project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise as follows:

Section 1. The above recitals are incorporated as if fully set forth herein.

Section 2. Authorize the Town Manager to negotiate and execute an agreement and any related documents necessary to complete the acquisition with Edward J. Gleason and Fredalee N. Gleason Revocable Trust to acquire a Non-Exclusive Storm Drain Easement in the amount of \$4,450.00 on a portion of property identified as APN: 134-010-035 as required for the Bille Road/Pentz Road Storm Drain Project.

Section 3. Authorize the Town Engineer to execute the Certificate of Acceptance for the Non-Exclusive Storm Drain Easement.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 12th day of December 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

WAIVER VALUATION TITLE PAGE

(Form #)

Fed. Proj. No. N/A

<u>1</u>	<u>3</u>	<u>BUT</u>		<u>KP</u>				
Report	Reg/Dist	Co	Rte	(P.M.)		Control Exp Auth	R/W Exp Auth (PH9)	Program

Project Limits: Pentz Road On Call Services, Town of Paradise, CA

The Town of Paradise needs a public storm drain easement across the subject property from Pentz Road to the subject's western property boundary. This accesses a creek that crosses the western portion of the subject that provides natural drainage for the neighborhood. This will be a subsurface easement impacting 11,977 SF of vacant land.

APN: 052-210-089

Type of Title Required: Storm Drain Easement.

DATES:

Frwy Agmt.	Env. Clear. Cat. Exempt.	Appraisal	FY Acquisition	Certification	FY Const.
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Parcels: New 1 Rev. _____

The Waiver Valuation(s) contained herein are confidential and have been prepared for Agency use only as a step in the eminent domain process upon which to base offers of settlement.

The undersigned has made the determination of just compensation of the properties contained herein and recommends approval of this report:

Kent Hume
 Certified General R.E. Appraiser
 BRE# AG038441
 Dokken Engineering



The undersigned has reviewed and approved this report and certifies that the requirements of the R/W Manual have been met.

APPROVED:

Town of Paradise

Signature: _____

Name: _____

Title: _____

Approval Date: _____

CERTIFICATE OF WAIVER VALUATION

DOT RW 07-06A (REV 08/2023)

Lock Form

DISTRICT
3

EA

AR No.

I Hereby Certify:

That I have personally inspected the property herein. The owner was afforded an opportunity to be present at the time of the inspection. That to the best of my knowledge and belief, the statements contained in the Waiver Valuation herein set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to limiting conditions therein set forth.

That I understand that such Waiver Valuation is to be used in connection with the acquisition of a storm drain easement in the Town of Paradise with the assistance of Local and State funds.

That such Waiver Valuation has been made in conformity with the appropriate State laws, Title VI of the 1964 Civil Rights Act, and regulations, policies, and procedures applicable to determining just compensation for the required right of way, and that, to the best of my knowledge, no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this Waiver Valuation and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property.

That I understand I may be assigned as the Acquisition Agent for one or more of the parcels contained in this report, but this has not affected my professional judgment nor influenced my opinions stated herein.

That I have not revealed the finds and results of such Waiver Valuation to anyone other than the proper officials of the Town of Paradise and I will not do so until so authorized by Town of Paradise or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such finds.

That my opinion of the total Waiver Valuation, RW-7-10, included in this report and made a part hereof by reference, as of the 21st of November 2023, is \$4,450.00; and that such conclusion was derived without collusion, coercion, or direction as to value.



(Signature)

11/21/2023

Date

SENIOR REVIEW CERTIFICATE – WAIVER VALUATIONREG/DIST
3CO
BUT

RTE

KP

P.M.

EXP AUTH

AR#

SENIOR REVIEW CERTIFICATE – WAIVER VALUATION

1. I ☒ have ☐ have not personally inspected the subject property and comparable market data. I have read this report and I am satisfied with the relative comparability noted. I am familiar with the subject property neighborhood and general area and I have relied upon the photographs and exhibits in this report in analyzing and concurring with the conclusions contained herein.
2. The highest and best use of each property, as shown in the report, is reasonable and proper.
3. Gross Income Multipliers are ☐ supported with factual data. ☒ Not applicable.
4. The Cost Approach is ☐ supported by data from recognized sources. ☒ Not applicable.
5. The Income Approach to value, including the interest rates, is ☐ supported by data from the market. ☒ Not applicable.
6. Damages, Benefits and Construction Contract Work are ☒ correct and are supported in accordance with existing instructions. ☐ Not applicable.
7. The amount listed for each parcel in the certificate is the amount approved to govern negotiation and settlement.
8. I understand that the approved amount may be used in connection with a Federal-Aid highway project.
9. I have no direct or indirect, present or contemplated, future personal interest in such property or in any benefit from the acquisition of such property.
10. The amount approved is not a directed amount; it was arrived at fairly, without coercion, and is based on a review of relevant data.

Parcel No.
050-210-089

Waiver Valuation
\$4,450.00

11/21/2023
Date

11/21/2023
Date



Kent Hume
Certified General Real Estate Appraiser
BREA# AG038441
Dokken Engineering



Jamie Formico, SR/WA, R/W-RAC, R/W-NAC
Right of Way Manager
DRE# 01445531
Dokken Engineering

CONFIDENTIAL

This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

APN: 050-210-089

<u>1</u>	<u>11/21/2023</u>	<u>3</u>	<u>Butte</u>				
Report No.	Date	Reg/Dist	Co	Rte	KP (P.M.)	Exp Auth	Map No.

Owner: Edward J. Gleason and Fredalee N. Gleason, Trustees of the Edward J. Gleason and Fredalee N. Gleason Revocable

Trust dated November 10, 2011

Property Address: 6400 Block of Pentz Road, Paradise, CA 95969

Locale: Paradise

Zone: RR-1

Present Use: Vacant Land

Best Use: SFR

Possible Hazardous Waste (include underground tanks)

☐ Yes

☒ No

Date Acquired: 11/3/2023

Total Prop. Area: 54,014 SF

☐ Full

☒ Part (include access rights

☐ Yes

☒ No)

Waiver Valuation

\$4,450.00

PARCEL DESCRIPTION:

The subject site contains a total of 54,014 SF. The site is vacant land. Access is directly from Pentz Road. The site has never been developed.

ANALYSIS FINDING:

The market recognizes value for existing septic systems and reduced permit fees for new homes on formerly improved lots. Fees for formerly improved lots run around \$5,000 less than vacant lots that have not been developed. According to a local agent, existing septic systems fall in the \$10,000 range. All sales were adjusted downwards by \$15,000 to reflect raw land value. Primary weight was given to the most recent comparable sales three, five and six. After adjustments, comparables three, five and six fall in the \$36,000 to \$39,500 range. A value for the subject in the before condition is supported at \$40,000, or \$0.7405 per SF. The subject lot was listed prior to purchase at an initial asking price of \$59,000. This was lowered to \$39,000 prior to expiration of the listing (listed from 6/9/2023 – 9/9/2023). The listing agent indicated that the purchase price of the subject and an adjacent lot for \$30,000 was not reflective of market value. No weight was given to the recent sale of the subject.

CALCULATION:

The drainage easement is a subsurface right. Subsurface and surface rights were equally weighed at 50% of fee value. The storm drain easement is 11,977 SF. At \$0.7405 per SF for 11,977 SF = \$8,868.97. At 50% of fee value, the estimate of just compensation for the proposed storm drain easement is \$4,434.48, or \$4,450.00, rounded.

DAMAGES AND BENEFITS:

The site is large enough to support a SFR in the after condition. There are no damages to the subject resulting from the storm drain easement. The value of the remainder as part of the whole is \$40,000 - \$4,434.48 = \$35,565.52. The value of the remainder as separate legal parcel is the unencumbered remainder of 42,037 SF @ \$0.7405 = \$31,128.40 plus the encumbered remainder of 11,977 SF @ \$0.3701 = \$4,432.69 totals \$35,561.09. The difference between these two figures is nominal due to rounding. The project does not provide any benefits to the subject specifically. There are no special benefits.

CONSTRUCTION CONTRACT WORK:

None.

Inspected Date: 11/21/2023

By: Kent Hume

Project: Pentz Road Drainage Easement

Town of Paradise

SALES DATA RW 7-10

Category	COMP 1	COMP 2	COMP 3	COMP 4	COMP 5	COMP 6
Address	7157 Pentz Rd	6644 Pentz Rd	1759 Tara Lane	1837 Clear Brook Ln	5785 Fickett Lane	5845 Pentz Rd
Area	Paradise	Paradise	Paradise	Paradise	Paradise	Paradise
APN	050-040-122	050-240-002	050-250-038	053-240-021	053-272-076	054-210-026
Sale Date	6/17/2022	Active	5/30/2023	9/17/2022	1/11/2023	9/26/2023
Document #	2022-20893	N/A	2023-14203	2022-30846	2023-801	2023-26134
Grantor	Naab William & Loretta	Kasak William	Barnes Holton 2017 Tr.	Hansen James & Jenni	Whent Thomas & Penny	Castillo Family Trust
Grantee	Keuning Stephen & Cynthia		Zunlga Jesus	Edwards Brian	Baker Kenneth & Sylvia	Wainwright Derek
Sale Price	\$68,000	\$50,000	\$54,500	\$45,000	\$54,000	\$51,000
Land Area, SF	47,480	44,867	35,284	43,560	50,094	43,560
Financing	Cash to seller	Cash	Cash	Cash	Cash	Cash
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Conditions of Sale	Normal	Normal	Normal	Normal	Normal	Normal
Zoning	RR-2/3	RR-1/2	RR-1/2	RR-1	AR-1	RR-2/3
Utilities	Power, water, phone, old septic	Power, water, phone, old septic	Power, water, phone, old septic	Power, water, phone, old septic	Power, 2 water meters, phone, 2 old septic	Power, water, phone, old septic
Access	Paved	Paved	Paved	Paved	Paved	Paved
Topography	Gentle	Gentle	Gentle	Steep	Gentle	Gentle
Shape	Mostly rectangular	Rectangular	Rectangular	Square	Flag	Rectangular
Notes	Septic in unknown condition	Septic in unknown condition	Septic in unknown condition	Septic inspected and passed	Formerly imp. w/2 homes, septic	Septic in unknown condition; driveway intact w/rock walls
Verified By	Kent Hume	Kent Hume	Kent Hume	Kent Hume	Kent Hume	Kent Hume
Inspected	11/21/2023	11/21/2023	11/21/2023	11/21/2023	11/21/2023	11/21/2023
Price/SF	\$1.43	\$1.11	\$1.54	\$1.03	\$1.08	\$1.17

REMARKS

Comparable one is a SFR lot that burned in the Camp Fire. The lot has been cleaned and has all utilities available, including a septic in unknown condition. While having a Pentz Road address, the lot does not front Pentz Road. The lot is located away from Pentz Road at the end of a private cul-de-sac which is paved. The site has gentle topography. The assessor shows a gross land area of 62,291 SF. Mid Valley Title indicates a net area of 47,480 SF as there is a 40-foot-wide access easement running across the property used by adjacent lots.

Comparable two is a SFR lot that burned in the Camp Fire. The lot has been cleaned and has all utilities available, including a septic in unknown condition. The lot is adjacent to a new mobile home park and other single-family homes with access directly from Pentz Road. The lot is entirely open and has gentle topography.

Comparable three is a SFR lot that burned in the Camp Fire. The lot has been cleaned and has all utilities available, including a septic in unknown condition. The lot is adjacent to other SFR lots just off Pentz Road. The lot is entirely open and has gentle topography.

Comparable four is a SFR lot that burned in the Camp Fire. The lot has been cleaned and has all utilities available, including a septic in unknown condition. The lot has some surviving trees but is benched, with a small building area and other areas of steep topography. The lot is adjacent to other SFR lots just off Pentz Road.

Comparable five is a SFR lot that burned in the Camp Fire. The lot has been cleaned and was formerly improved with two homes. The lot has all utilities available, including two water meters and two septic systems. Some of the original trees remain. The lot is adjacent to other SFR lots off Pentz Road and has gentle topography.

Comparable six is a SFR lot that burned in the Camp Fire. The lot has been cleaned and has all utilities available, including a septic in unknown condition. The lot fronts both Pentz Road and Chaney Lane, with access to both. There are some site improvements in place that may be useable for a rebuild. The lot is mostly open and has gentle topography.

Primary weight was given to the most recent comparable sales three, five and six. The market recognizes the value of existing septic systems and permit fees for new homes on formerly improved lots run around \$5,000 less than vacant lots that have not been developed. After adjustments, comparables three, five and six fall in the \$36,000 to \$39,500 range. A value for the subject in the before condition is supported at \$40,000, or \$0.7405 per SF.

COMPARABLE 1

Address	7157 Pentz Rd
Area	Paradise
APN	050-040-122
Sale Date	6/17/2022
Document #	2022-20893

Grantor	Naab William & Loretta
----------------	------------------------

Grantee	Keuning Stephen & Cynthia
Sale Price	\$68,000
Land Area, SF	47,480
Financing	Cash to seller
Property Rights	Fee Simple
Conditions of Sale	Normal
Zoning	RR-2/3

Utilities	Power, water, phone, old septic
Access	Paved
Topography	Gentle
Shape	Mostly rectangular

Notes	Septic in unknown condition
Verified By	Kent Hume
Inspected	11/21/2023
Price/SF	\$1.43

Comments:

Comparable one is a SFR lot that burned in the Camp Fire. The lot has been cleaned and has all utilities available, including a septic in unknown condition. While having a Pentz Road address, the lot does not front Pentz Road. The lot is located away from Pentz Road at the end of a private cul-de-sac which is paved. The site has gentle topography. The assessor shows a gross land area of 62,291 SF. Mid Valley Title indicates a net area of 47,480 SF as there is a 40-foot-wide access easement running across the property used by adjacent lots.

COMPARABLE 2

Address	6644 Pentz Rd
Area	Paradise
APN	050-240-002
Sale Date	Active
Document #	N/A
Grantor	Kasak William
Grantee	
Sale Price	\$50,000
Land Area, SF	44,867
Financing	Cash
Property Rights	Fee Simple
Conditions of Sale	Normal
Zoning	RR-1/2
Utilities	Power, water, phone, old septic
Access	Paved
Topography	Gentle
Shape	Rectangular
Notes	Septic in unknown condition
Verified By	Kent Hume
Inspected	11/21/2023
Price/SF	\$1.11

Comments:

Comparable two is a SFR lot that burned in the Camp Fire. The lot has been cleaned and has all utilities available, including a septic in unknown condition. The lot is adjacent to a new mobile home park and other single-family homes with access directly from Pentz Road. The lot is entirely open and has gentle topography.

COMPARBLE 3

Address	1759 Tara Lane
Area	Paradise
APN	050-250-038
Sale Date	5/30/2023
Document #	2023-14203
Grantor	Barnes Holton 2017 Tr.
Grantee	Zunlga Jesus
Sale Price	\$54,500
Land Area, SF	35,284
Financing	Cash
Property Rights	Fee Simple
Conditions of Sale	Normal
Zoning	RR-1/2
Utilities	Power, water, phone, old septic
Access	Paved
Topography	Gentle
Shape	Rectangular
Notes	Septic in unknown condition
Verified By	Kent Hume
Inspected	11/21/2023
Price/SF	\$1.54

Comments:

Comparable three is a SFR lot that burned in the Camp Fire. The lot has been cleaned and has all utilities available, including a septic in unknown condition. The lot is adjacent to other SFR lots just off Pentz Road. The lot is entirely open and has gentle topography.

COMPARABLE 4

Address	1837 Clear Brook Ln
Area	Paradise
APN	053-240-021
Sale Date	9/17/2022
Document #	2022-30846
Grantor	Hansen James & Jenni
Grantee	Edwards Brian
Sale Price	\$45,000
Land Area, SF	43,560
Financing	Cash
Property Rights	Fee Simple
Conditions of Sale	Normal
Zoning	RR-1
Utilities	Power, water, phone, old septic
Access	Paved
Topography	Steep
Shape	Square
Notes	Septic inspected and passed
Verified By	Kent Hume
Inspected	11/21/2023
Price/SF	\$1.03

Comments:

Comparable four is a SFR lot that burned in the Camp Fire. The lot has been cleaned and has all utilities available, including a septic in unknown condition. The lot has some surviving trees but is benched, with a small building area and other areas of steep topography. The lot is adjacent to other SFR lots just off Pentz Road.

COMPARABLE 5

Address	5785 Fickett Lane
Area	Paradise
APN	053-272-076
Sale Date	1/11/2023
Document #	2023-801
Grantor	Whent Thomas & Penny
Grantee	Baker Kenneth & Sylvia
Sale Price	\$54,000
Land Area, SF	50,094
Financing	Cash
Property Rights	Fee Simple
Conditions of Sale	Normal
Zoning	AR-1
Utilities	Power, 2 water meters, phone, 2 old septic
Access	Paved
Topography	Gentle
Shape	Flag
Notes	Formerly imp. w/2 homes, septic
Verified By	Kent Hume
Inspected	11/21/2023
Price/SF	\$1.08

Comments:

Comparable five is a SFR lot that burned in the Camp Fire. The lot has been cleaned and was formerly improved with two homes. The lot has all utilities available, including two water meters and two septic systems. Some of the original trees remain. The lot is adjacent to other SFR lots off Pentz Road and has gentle topography.

COMPARABLE 6

Address	5845 Pentz Rd
Area	Paradise
APN	054-210-026
Sale Date	9/26/2023
Document #	2023-26134

Grantor	Castillo Family Trust
----------------	-----------------------

Grantee	Wainwright Derek
Sale Price	\$51,000
Land Area, SF	43,560
Financing	Cash
Property Rights	Fee Simple
Conditions of Sale	Normal
Zoning	RR-2/3

Utilities	Power, water, phone, old septic
Access	Paved
Topography	Gentle
Shape	Rectangular

Notes	Septic in unknown condition; driveway intact w/rock walls
Verified By	Kent Hume
Inspected	11/21/2023
Price/SF	\$1.17

Comments:

Comparable six is a SFR lot that burned in the Camp Fire. The lot has been cleaned and has all utilities available, including a septic in unknown condition. The lot fronts both Pentz Road and Chaney Lane, with access to both. There are some site improvements in place that may be useable for a rebuild. The lot is mostly open and has gentle topography.

Project: Pentz Road Drainage Easement
Town of Paradise
Subject Property – 050-210-089



Storm drain easement area looking westerly from eastern end of easement at Pentz Road. North property line is at chain link fence.

NO FEE DOCUMENT
Government Code §6103

RECORDING REQUESTED BY:

TOWN OF PARADISE

AND WHEN RECORDED MAIL TO:

TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT
5555 SKYWAY
PARADISE, CA 95969

Title Order No. _____ Escrow No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Easement Grant Deed

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EDWARD J. GLEASON AND FREDALEE N. GLEASON, TRUSTEES OF THE EDWARD J. GLEASON AND FREDALEE N. GLEASON REVOCABLE TRUST DATED NOVEMBER 10, 2011, hereby GRANT(S) to the Town of Paradise, a Non-Exclusive Public Storm Drain Easement over, on and under the following described real property in the Town of Paradise, County of Butte, State of California:

See Exhibit "A" Legal Description and Exhibit "B" plat, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned Grantors have executed this Grant of Easement Deed as of this _____ day of _____, 20_____.

GRANTOR:

Edward J. Gleason and Fredalee N. Gleason,
Trustees of the Edward J. Gleason and Fredalee N. Gleason Revocable Trust dated November 10, 2011

Edward J. Gleason, Trustee

Fredalee N. Gleason, Trustee

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the Town of Paradise, a municipal corporation, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the City pursuant to authority conferred by the Paradise City Council Resolution No. _____ adopted on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Marc Mattox, PE
Public Works Director

Exhibit "A"
Storm Drain Easement
Legal Description

An easement for storm drain purposes, situate in the Town of Paradise, County of Butte, State of California, lying within Section 12, Township 22 North, Range 3 East, M.D.M., described as follows:

A portion of Parcel 3 as shown on that certain parcel map recorded in the office of the County Recorder of the County of Butte, State of California, in Book 52 of Maps, page 10, more particularly described as follows:

COMMENCING at the southeast corner of said Section 12;

THENCE North 00°08'00" East along the east line of said Section 12, a distance of 132.86 feet;

THENCE leaving said east line South 89°19'00" West, a distance of 36.33 feet to the northeast corner of said Parcel 3, being on the westerly right-of-way line of Pentz Road and the TRUE POINT OF BEGINNING, said point also being a point on a non-tangent curve concave to the northeast, a radial line through said point bears South 83°44'14" West;

THENCE along the east line of said Parcel 3 and said westerly right-of-way line along said curve having a radius of 590.00 feet, through a central angle of 04°33'28", an arc length of 46.93 feet to the beginning of a non-tangent curve concave to the southwest, a radial line through said point bears North 79°10'46" East;

THENCE leaving the east line of said Parcel 3 and said westerly right-of-way line along said curve having a radius of 20.00 feet, through a central angle of 79°51'46", an arc length of 27.88 feet;

THENCE South 89°19'00" West, a distance of 382.53 feet to the west line of said Parcel 3;


THENCE North 00°08'00" East along the west line of said Parcel 3, a distance of 30.00 feet to the northwest corner of said Parcel 3;

THENCE North 89°19'00" East along the north line of said Parcel 3, a distance of 395.38 feet to the TRUE POINT OF BEGINNING;

The above described easement contains 11,977 square feet, more or less and is a portion of Assessor's Parcel Number 050-210-089.

The basis of bearing for this description is that certain parcel map recorded in the office of the County Recorder of the County of Butte, State of California, in Book 52 of Maps, page 10.




Herbert L. Votaw
PLS 8043

Date: 10-31-23

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

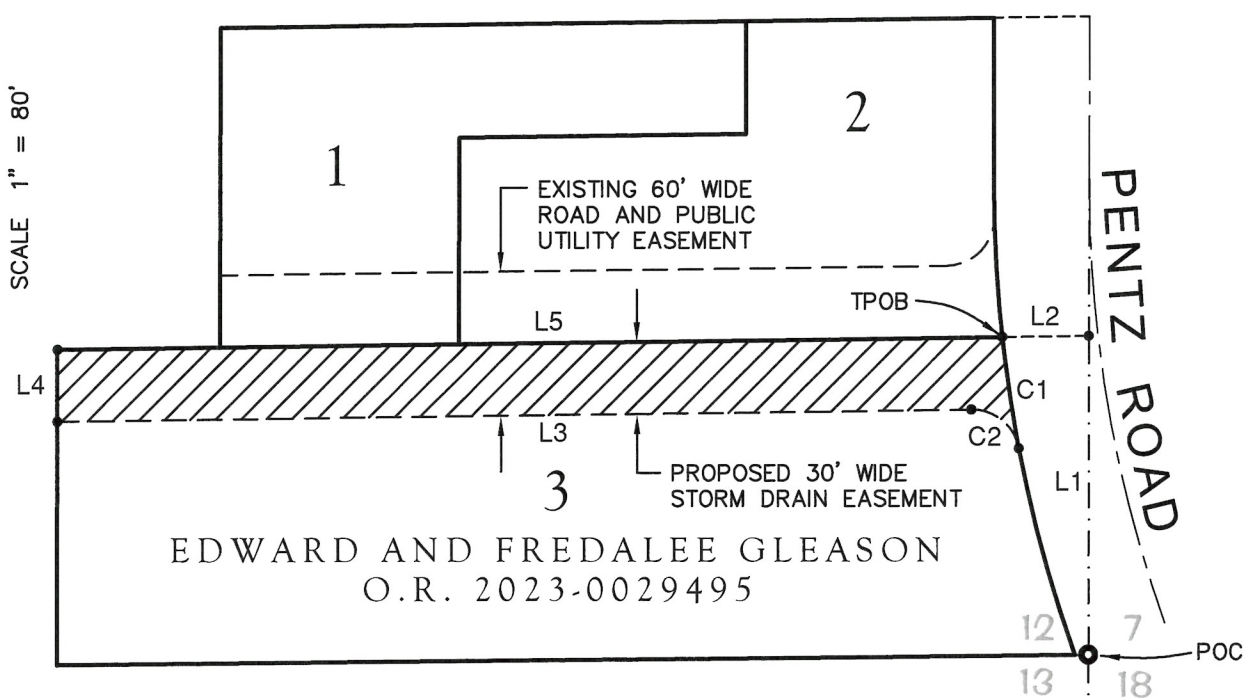
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on 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 _____ (Seal)

SCALE 1" = 80'



LEGEND

- PROPERTY LINES
- - - EASEMENT LINE
- . - . SECTION LINE
- - - CENTER LINE
- PROPOSED STORM DRAIN EASEMENT (11,977 SF)
- 3** PARCEL NUMBER PER 52 PM 10
- DIMENSION POINT
- SECTION CORNER
- 12** SECTION NUMBER
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING

LINE TABLE

LINE	LENGTH	BEARING
L1	132.86'	N 00°08'00" E
L2	36.33'	S 89°19'00" W
L3	382.53'	S 89°19'00" W
L4	30.00'	N 00°08'00" E
L5	395.38'	N 89°19'00" E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	46.93'	590.00'	04°33'28"
C2	27.88'	20.00'	79°51'46"

EXHIBIT "B" STORM DRAIN EASEMENT

PREPARED FOR:

TOWN OF PARADISE

RAR
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS

115 YELLOWSTONE DRIVE • CHICO, CALIFORNIA 95973-5811 • TELEPHONE 530-895-1422

DESIGNED	HV	DATE	OCTOBER, 2023	DRAWING NO. 1 OF 1
DRAWN	HV	JOB NO.	23182	
CHECKED	LM			



12-04-23



Beds	Full Baths	Half Baths	Sale Price	Sale Date
N/A	N/A	N/A	\$10,000	10/18/2010
Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
N/A	54,014	N/A	RES ACG	

OWNER INFORMATION			
Owner Name	Valdez Eliodoro	Tax Billing City & State	Gig Harbor, WA
Owner Name 2	Valdez Jeri Leigh	Tax Billing Zip	98332
Mail Owner Name	Eliodoro & Jeri Leigh Valdez	Tax Billing Zip+4	9668
Tax Billing Address	13605 13th Ave Nw	Owner Vesting	Husband/Wife

COMMUNITY INSIGHTS			
Median Home Value	\$377,730	School District	PARADISE UNIFIED
Median Home Value Rating	7 / 10	Family Friendly Score	41 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	31 / 100	Walkable Score	16 / 100
Total Incidents (1 yr)	18	Q1 Home Price Forecast	\$392,147
Standardized Test Rank	29 / 100	Last 2 Yr Home Appreciation	4%

LOCATION INFORMATION			
Zoning	C1	Township Range Sect	22N-3E-12
School District	Paradise	Neighborhood Code	050-050
Comm College District Code	Butte Jt	Within 250 Feet of Multiple Flood Zones	No
Census Tract	19.00		

TAX INFORMATION			
APN	050-210-089-000	Tax Area	005001
Legal Description	PTN SEC 12 T22N R3E		

ASSESSMENT & TAX			
Assessment Year	2023	2022	2021
Assessed Value - Total	\$4,508	\$4,420	\$4,334
Assessed Value - Land	\$4,508	\$4,420	\$4,334
YOY Assessed Change (\$)	\$88	\$86	
YOY Assessed Change (%)	1.99%	1.98%	
Tax Year	Total Tax	Change (\$)	Change (%)
2021	\$62		
2022	\$63	\$1	1.62%
2023	\$64	\$1	2.14%
Special Assessment	Tax Amount		
Butte College Election 2002	\$0.80		
Butte College Election 2016	\$0.84		
Pusd Election 2018	\$2.22		
Butte Mosquito Vector Disease	\$3.14		
Paradise Animal Control	\$12.00		
Total Of Special Assessment	\$19.00		

CHARACTERISTICS			
County Land Use	Vacant - Residential	Lot Acres	1.24
Universal Land Use	Residential Acreage	Lot Area	54,014

SELL SCORE			
Value As Of	2023-11-26 04:32:34		
LISTING INFORMATION			
MLS Listing Number	SN23102162	MLS Original List Price	\$55,000
MLS Status	Expired	MLS Listing Agent	Ch157000141-Sherry Calbert
MLS Area	PARADISE	MLS Listing Broker	CENTURY 21 SELECT REAL ESTATE, INC.
MLS Status Change Date	09/10/2023	MLS Source	CRM
MLS Current List Price	\$39,000		
LAST MARKET SALE & SALES HISTORY			
Recording Date	10/29/2010	Sale Type	Full
Sale Date	10/18/2010	Deed Type	Grant Deed
Sale Price	\$10,000	Owner Name	Valdez Eliodoro
Multi/Split Sale	Multiple	Owner Name 2	Valdez Jeri Leigh
Document Number	38099	Seller	Shackelford Jeff & Sherry
Recording Date	10/29/2010		
Sale Date	10/18/2010		
Sale Price	\$10,000		
Buyer Name	Valdez Eliodoro & Jeri L		
Seller Name	Shackelford Jeff & Sherry		
Document Number	38099		
Document Type	Grant Deed		

PROPERTY MAP

55 yards

Map data ©2023

200 yards

Map data ©2023

*Lot Dimensions are Estimated

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into as of _____, 2023 ("Effective Date") by and between the TOWN OF PARADISE ("Buyer") and EDWARD J. GLEASON AND FREDALEE N. GLEASON, TRUSTEES OF THE EDWARD J. GLEASON AND FREDALEE N. GLEASON REVOCABLE TRUST DATED NOVEMBER 10, 2011 ("Seller.") Buyer and Seller are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Seller is the owner of certain real property located at 6400 block of Pentz Road, in the Town of Paradise, County of Butte, State of California, designated as Butte County Assessor's Parcel No. 050-210-089-000 ("Property").

B. Buyer desires to acquire a portion of the Property which is necessary for the Bille Road/Pentz Road Storm Drain Project ("Project"), a public use for which Buyer has the authority to exercise the power of eminent domain. The Parties acknowledge that this Agreement is made and entered into under threat of eminent domain. The Parties further desire to fully and finally resolve all claims, rights, interests and/or disputes relating to Buyer's construction and operation of the Project in the manner proposed as well as the acquisition, possession and/or use of the Acquisition Area (defined below).

C. The portion of and interest in the Property to be acquired pursuant to this Agreement are a permanent non-exclusive easement interest in that certain portion of the Property consisting of approximately 11,977± square feet ("Permanent Easement") and more fully described Easement Deed attached hereto as Exhibit A and incorporated herein by this reference:

D. The Parties acknowledge and agree that the Acquisition Area is (i) being acquired for a public use; (ii) necessary for the construction, operation and/or maintenance of the Project; and (iii) being acquired pursuant to this Agreement in lieu of a condemnation action or proceeding.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants, agreements representations and/or warranties contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties hereto do hereby agree as follows:

AGREEMENT

1. PURCHASE AND SALE

- a. Seller agrees to sell and Buyer agrees to purchase the Acquisition Area upon and subject to the terms and conditions set forth herein.
- b. The purchase price for the Acquisition Area shall be \$4,4500.00 (FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS and NO/100) ("Purchase Price").
- c. The Purchase Price reflects the fair market value of the Acquisition Area without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or State law, Buyer may elect to recover its cleanup costs as allowed by law.

2. FULL AND COMPLETE SETTLEMENT IN LIEU OF CONDEMNATION

- a. Seller acknowledges and agrees that payment and receipt of the Purchase Price includes, without limitation, full payment of just compensation for Buyer's acquisition of the Acquisition Area and/or construction and operation of the Project in the manner proposed, including, without limitation, claims for lease bonus value, lost rents, damage to improvements, severance damages, business goodwill, furniture, fixtures and equipment, pre-condemnation damages, claims of inverse condemnation, attorneys' fees, costs, interest, and any and all other damages, causes of action and demands of Seller against Buyer because of Buyer's purchase of the Acquisition Area and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement. Consistent with the foregoing, Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to compensate Seller not only for the purchase of the Acquisition Area, but also for construction and/or operation of the Project.
- b. Seller expressly acknowledges that execution of this Agreement does not constitute a waiver or other limitation on Buyer's constitutional and/or statutory right to commence an eminent domain proceeding in Superior Court to either (1) acquire the Acquisition Area to address a defect in Seller's ability to convey clear and unencumbered title to Buyer; or (2) to clear any additional recorded or unrecorded encumbrances that impact Buyer's ability to own and possess the Acquisition Area free of any encumbrance, license, easement, property right and/or lien.

3. OPENING ESCROW; COSTS

- a. Upon execution of this Agreement by all Parties, Buyer shall open an escrow in accordance with this Agreement with Bidwell Title Company ("Escrow Holder.") Escrow will be opened by depositing an original or a copy of this Agreement and any other documentation required by escrow.
- b. Buyer shall pay all escrow fees, governmental transfer taxes and conveyance fees, and recording fees, if any. Buyer will pay the cost of the title insurance premium for CLTA coverage and any additional premium for an ALTA title insurance policy should Buyer so elect; Buyer will also pay for any required survey.
- c. Seller shall convey to Buyer title to the Acquisition Area, substantially in the form of the Easement Deed attached hereto as Exhibit A, free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases and taxes except for items described in the Preliminary Title Report.

4. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

Seller hereby warrants, represents and/or covenants to Buyer that:

- a. Seller owns the Property in fee simple and has full power and authority to sell, transfer and/or otherwise convey the Acquisition Area to Buyer and to perform its obligations pursuant to this Agreement.
- b. To the best of Seller's knowledge, there are no action, suits, material claims, mechanics or materialmen liens, legal proceedings or any other proceedings or claims affecting the Property or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign.

- c. Seller shall not do anything which would impair Seller's title to any of the Acquisition Area during the completion of the acquisition process contemplated in this Agreement.
- d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease or other agreement or instrument to which the Acquisition Area may be bound.
- e. Other than as is disclosed or covered in this Agreement, there are no agreements for occupancy in effect for the Acquisition Area, and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's use of the Acquisition Area. Seller will not enter into any agreements or undertake any obligations prior to Closing which will in any way burden, encumber or otherwise affect the Acquisition Area without the prior written consent of Buyer, including, without limitation, any agreements for occupancy or use of the Acquisition Area.
- f. Seller is aware of and shall comply with its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding the environmental status of the Property. To Seller's knowledge, the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property which could affect the Property, including, without limitation, the Acquisition Area, or its use.
- g. Until the close of escrow, Seller shall upon learning of any fact or condition which would cause any of Seller's warranties and representations in this Agreement not to be true as of closing, immediately give written notice of such fact or condition to Buyer.
- h. Seller shall maintain the Acquisition Area in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the Acquisition Area until the Effective Date.
- i. Each of the above warranties and representation is material and is relied upon by Buyer separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date of execution of this Agreement and shall survive the recording of the deeds for the Acquisition Area.

5. POSSESSION

Upon execution of this Agreement by Buyer and Seller, and deposit of funds in the amount of the Purchase Price into Escrow, Buyer shall have the right of possession and use of the Acquisition Area, including, without limitation, the right to remove and dispose of improvements thereon, thereat and/or thereto and construct the Project.

6. BUYER REPRESENTATION

Buyer makes no representation, warranty, covenant or agreement that the Project shall be constructed or operated; and Seller acknowledges and agrees that no obligation, liability or duty whatsoever shall exist or be incurred by Buyer or any other person or entity to Seller or any other person or entity as a result of any failure to construct or operate the Project for any reason. The foregoing agreement of Seller shall survive the Closing, or the termination of this Agreement by either party (whether Seller or Buyer) for any reason, including a breach by the other party.

7. TIME OF ESSENCE

Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

8. ENTIRE AGREEMENT; WAIVER AND MODIFICATION

This Agreement is the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

9. COUNTERPARTS; COPIES

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the parties as well as Bidwell Title Company shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.

10. CAPTIONS

Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs or other provisions of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision of this Agreement.

11. NO OBLIGATIONS TO THIRD PARTIES

Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

12. EXHIBITS.

The Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

13. NOTICES.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of mailing when delivered in person or sent by registered or certified mail return receipt requested), postage prepaid, or Federal Express, UPS or other overnight mail carrier, addressed as follows:

To Seller:	EDWARD J. GLEASON AND FREDALEE N. GLEASON REVOCABLE TRUST PO BOX 1560 Paradise, CA 95967
To Buyer:	Town of Paradise ATTN: James Goodwin 5555 Skyway Paradise, CA 95969

14. GOVERNING LAW; VENUE.

This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Butte.

15. BUYER'S ASSIGNMENT.

Buyer shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the deeds to the Acquisition Area, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of Seller.

16. SUCCESSORS AND ASSIGNS.

This Agreement as well as the deed attached as Exhibit A shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

17. RATIFICATION.

This Agreement is subject to the approval and ratification by the Buyer's governing body or its delegated representative.

18. SEVERABILITY.

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

SELLER: EDWARD J. GLEASON AND FREDALEE N. GLEASON, Trustees of The Edward J. Gleason and Fredalee N. Gleason Revocable Trust dated November 10, 2011

By: _____
Edward J. Gleason, Trustee

Date: _____

By: _____
Fredalee N. Gleason, Trustee

Date: _____

BUYER: TOWN OF PARADISE, a municipal corporation

By: _____
James Goodwin, Town Manager

Date: _____

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

ATTEST:

Dina Volenski, CMC, Town Clerk

Exhibit A: Easement Deed

NO FEE DOCUMENT
Government Code §6103

RECORDING REQUESTED BY:

TOWN OF PARADISE

AND WHEN RECORDED MAIL TO:

TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT
5555 SKYWAY
PARADISE, CA 95969

Title Order No. _____ Escrow No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Easement Grant Deed

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EDWARD J. GLEASON AND FREDALEE N. GLEASON, TRUSTEES OF THE EDWARD J. GLEASON AND FREDALEE N. GLEASON REVOCABLE TRUST DATED NOVEMBER 10, 2011, hereby GRANT(S) to the Town of Paradise, a Non-Exclusive Public Storm Drain Easement over, on and under the following described real property in the Town of Paradise, County of Butte, State of California:

See Exhibit "A" Legal Description and Exhibit "B" plat, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned Grantors have executed this Grant of Easement Deed as of this _____ day of _____, 20_____.

GRANTOR:

Edward J. Gleason and Fredalee N. Gleason,
Trustees of the Edward J. Gleason and Fredalee N. Gleason Revocable Trust dated November 10, 2011

Edward J. Gleason, Trustee

Fredalee N. Gleason, Trustee

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the Town of Paradise, a municipal corporation, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the City pursuant to authority conferred by the Paradise City Council Resolution No. _____ adopted on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Marc Mattox, PE
Public Works Director

Exhibit "A"
Storm Drain Easement
Legal Description

An easement for storm drain purposes, situate in the Town of Paradise, County of Butte, State of California, lying within Section 12, Township 22 North, Range 3 East, M.D.M., described as follows:

A portion of Parcel 3 as shown on that certain parcel map recorded in the office of the County Recorder of the County of Butte, State of California, in Book 52 of Maps, page 10, more particularly described as follows:

COMMENCING at the southeast corner of said Section 12;

THENCE North 00°08'00" East along the east line of said Section 12, a distance of 132.86 feet;

THENCE leaving said east line South 89°19'00" West, a distance of 36.33 feet to the northeast corner of said Parcel 3, being on the westerly right-of-way line of Pentz Road and the TRUE POINT OF BEGINNING, said point also being a point on a non-tangent curve concave to the northeast, a radial line through said point bears South 83°44'14" West;

THENCE along the east line of said Parcel 3 and said westerly right-of-way line along said curve having a radius of 590.00 feet, through a central angle of 04°33'28", an arc length of 46.93 feet to the beginning of a non-tangent curve concave to the southwest, a radial line through said point bears North 79°10'46" East;

THENCE leaving the east line of said Parcel 3 and said westerly right-of-way line along said curve having a radius of 20.00 feet, through a central angle of 79°51'46", an arc length of 27.88 feet;

THENCE South 89°19'00" West, a distance of 382.53 feet to the west line of said Parcel 3;

THENCE North 00°08'00" East along the west line of said Parcel 3, a distance of 30.00 feet to the northwest corner of said Parcel 3;

THENCE North 89°19'00" East along the north line of said Parcel 3, a distance of 395.38 feet to the TRUE POINT OF BEGINNING;

The above described easement contains 11,977 square feet, more or less and is a portion of Assessor's Parcel Number 050-210-089.

The basis of bearing for this description is that certain parcel map recorded in the office of the County Recorder of the County of Butte, State of California, in Book 52 of Maps, page 10.





Herbert L. Votaw
PLS 8043

Date: 10-31-23

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

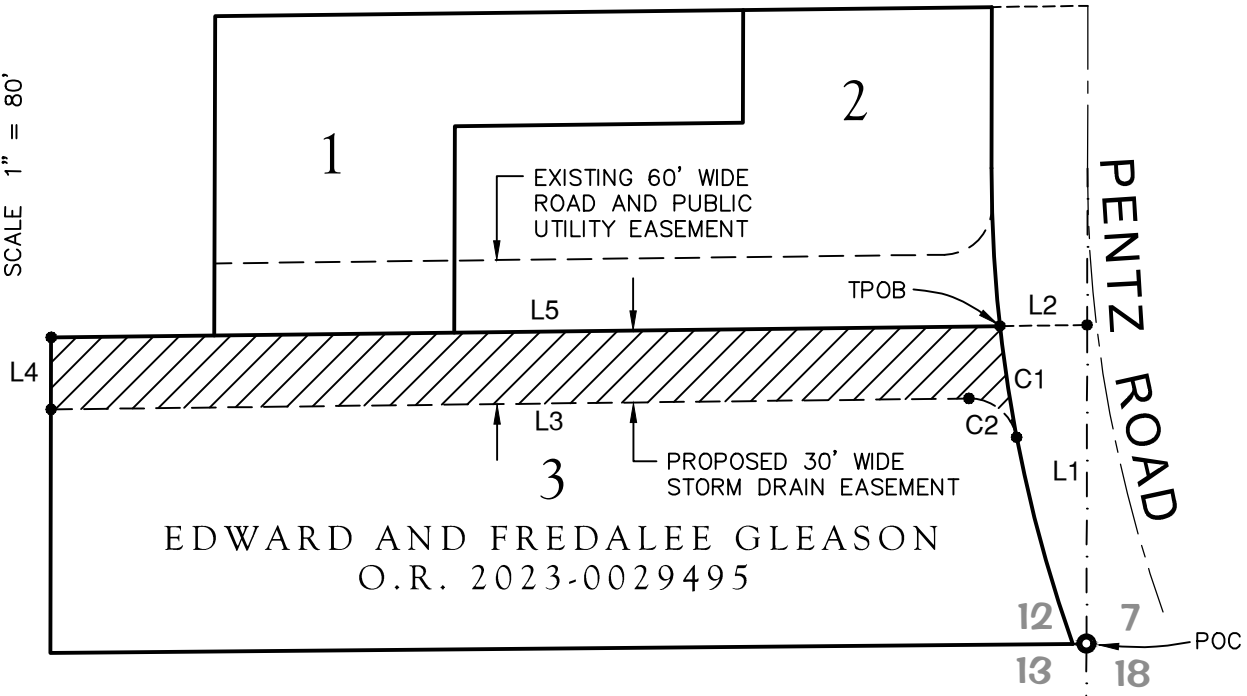
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on 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 _____ (Seal)

SCALE 1" = 80'



LEGEND

- PROPERTY LINES
- - - EASEMENT LINE
- . - . - SECTION LINE
- - - CENTER LINE
-  PROPOSED STORM DRAIN EASEMENT (11,977 SF)
- 3** PARCEL NUMBER PER 52 PM 10
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EXHIBIT "B" STORM DRAIN EASEMENT

PREPARED FOR : TOWN OF PARADISE

RAR
ROLLS ANDERSON & ROLLS
CIVIL ENGINEERS

115 YELLOWSTONE DRIVE • CHICO, CALIFORNIA 95973-5811 • TELEPHONE 530-895-1422

DESIGNED	HV	DATE	OCTOBER, 2023	DRAWING NO.
DRAWN	HV	JOB NO.	23182	1 OF 1
CHECKED	LM			





Town of Paradise
Council Agenda Summary
Date: December 12, 2023

Agenda Item: 6(g)

ORIGINATED BY: Dina Volenski, Town Clerk/Elections Official
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Council representation on local and county committees and commissions.

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Consider appointing Council representatives and alternates to represent the Town of Paradise on various local and regional boards, committees and commissions.

Background:

Each year in December, the Town Council appoints members to represent the Town of Paradise on local and regional boards, committees and commissions. These appointments vary in meeting requirements and responsibilities. Usually, members agree to share the responsibilities to ensure coverage for the Town, but consideration will also be given to individual preferences.

In considering appointments, please note that four committees require Mayor representation: The Butte County City Selection Committee, the Butte County Disaster Council, Town's Finance & Investment (Budget) Committee and the Legislative Committee. (The Legislative Ad Hoc Committee was formed in December 2022.) If the Mayor is unable to attend a City Selection Committee meeting, a letter of authorization from the mayor is required for an alternate to attend on the mayor's behalf. The alternate must be a seated council member.

The Butte County Air Quality Management District (BCAQMD) and Butte County Association of Governments (BCAG) boards meet on the same day and in the same location. For this reason, it is recommended that the same Council Member serve on the BCAQMD and BCAG. The Joint Powers Agreement for the Butte County Air Quality Management District (BCAQMD) states that city appointments are for a four-year term unless the term of office for the representative expires.

At the November 10, 2009, regular meeting, Council concurred that the council member appointed to serve as alternate to the Butte County Association of Governments (BCAG) would automatically serve as the alternate to the Butte County Air Quality Management District (BCAQMD).

The following is a list and description of the committees and commissions, meeting dates and times, and locations.

Analysis:

Butte County Committees/Commissions

1. Butte County Air Quality Management District Governing Board - One elected representative

Meets the 4th Thursday after Butte County Association of Governments Comprised of five Butte County Supervisors plus one elected representative from each of the County's five cities.

The Butte County Air Quality Management District board establishes policies & approves new rules to protect people & environment from the effects of air pollution.

2. Butte County Association of Governments - One elected representative

Meets the 4th Thursday of each month at 9:00 a.m., except for the month of November, on Zoom. Comprised of five Butte County Supervisors plus one elected representative from each of the County's five cities

The Butte County Association of Governments board is responsible for development of federal and state transportation plans and programs that secure transportation funding for the region's highways, transit, streets/roads, and, pedestrian and other transportation system improvements.

3. Butte County City Selection Committee - Mayor must be representative

Meets twice a year upon notification.

The City Selection Committee is comprised of the mayors from the five incorporated cities and selects two city representatives to serve on the Local Area Formation Commission (*LAFCo).

4. Butte County Disaster Council - Mayor must be representative.

Meets at least once a year in Oroville.

The purpose of the Disaster Council is to provide for the preparation and execution of plans for the protection of persons, the environment, and property within the County of Butte in the event of an emergency.

5. Butte County Local Area Formation Commission (LAFCo) – Mayor at time of appointment. (4-Year Term)

Meets the 1st Thursday of each month at 9:00 am in Oroville; Appointments to LAFCo made by City Selection Committee.

LAFCo is a State mandated local agency composed of seven regular Commissioners: two members from the Butte County Board of Supervisors (selected by the entire Board); two members from the city councils (selected by the mayors of all five incorporated cities); two members who represent special districts (selected by

a majority vote of independent special districts); and one public member (selected by the other six LAFCo members).

The LAFCo board oversees boundary changes to cities and special districts, the formation of new agencies including incorporation of new cities, and consolidation of existing agencies.

6. Butte County Mosquito and Vector Control Board (BCMVCD) – One Representative

One representative, for a four-year term, meets regularly on the second Wednesday of each month at 4:00 pm.

The purpose of the eleven (11) trustee board is to set policy for the 1600 square mile district concerning Mosquito and Vector control. The mission of BCMVCD is to reduce mosquito-transmitted disease and other vector associated diseases through environmentally compatible control practices and public education.

7. Butte County Integrated Waste Management Local Task Force - One representative and one alternate.

Meets as needed in Oroville.

The Local Task Force is a mandated committee formed by the Board of Supervisors; develops goals, policies & procedures which are consistent with guidelines & regulations adopted by the CA Integrated Waste Management Act relating to coordinated & cost-effective regional waste management issues/solutions.

8. City/County Ad Hoc Committee - Two Council representatives

The City/County Ad Hoc Committee was formed to discuss issues/topics of common concern associated with the Paradise Ridge Area: comprised of two members of the Town Council; two members of the Board of Supervisors and various staff. Committee meets upon notification.

9. Tourism Business Improvement District (TBID-Explore Butte County) –

Meets every other month, on the second Thursday, at the Residence Inn by Marriott from 12:00 – 2:00 p.m.

The Butte County Tourism Business Improvement District (BCTBID) is an assessment district that provides specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. The Butte County Tourism Business Improvement District was formed in November 2015 and includes the communities of Chico, Oroville, Paradise, Biggs, and the unincorporated area of Butte County. The annual assessment rate is two percent (2%) of gross short-term room rental revenue. Utilizing assessment funds collected, Explore Butte County intends to strategically market the region with the goal of increasing overnight stays. This is only an advisory position, and an appointment is at the discretion of the Town Council.

10. Butte Continuum of Care Council - One Council representative (must be an elected official)

Meets monthly on the third Monday from 1:00 p.m. - 3:00 p.m. Locations alternate between Oroville and Chico. Oroville DESS Andes Room, 78 Table Mountain Blvd. Oroville. Chico DESS Condor Room, 765 East Ave. Suite 200, Chico (North Valley Plaza)

The Butte Countywide Homeless Continuum of Care (CoC) is a multi-agency planning body with the common goal of ending homelessness. This goal will be accomplished by assisting individuals and families experiencing homelessness receive rapid, adaptive, quality services which lead to the long-term stability of permanent housing and self-sufficiency.

11. Butte County Fire Safe Council

Meets first Wednesday of the month at Paradise Town Hall from 9:00 a.m. – 11:00 a.m.

Butte County Fire Safe Council provides wildland fire mitigation and recovery services to the communities of Butte County. Their mission is to provide safety in Butte County through wildfire hazard education, mitigation and wildlife recovery.

Local Committees

1. Paradise Community Village – One Council representative

Meets at Paradise Community village upon notification.

Paradise Community Village (PCV), (formerly known as the Paradise Youth Sports and Family Center) is a local non-profit corporation formed to oversee the development of the Paradise Community Village project, a mixed-use development consisting of affordable and single-family housing, parks/recreation, open space & community facilities. Board is comprised of the following members: Town of Paradise (one Council and one staff representative); Youth for Change; Paradise Youth Soccer Club; and, the Community Housing Improvement Program (CHIP).

2. Paradise Irrigation District (PID) Liaison – Two Council representatives

Meets in Paradise upon notification to discuss issues of common concern.

PID is an Independent Special District governed by a five-member elected board of directors; Formed in 1916 under the laws of the State Water Code to deliver water to municipal residential and commercial customers.

3. Paradise Recreation & Park District (PRPD) Liaison – Two Council Representatives

Meets in Paradise upon notification to discuss issues of common concern.

PRPD is an Independent Special District governed by a five-member elected board of directors; Formed in 1948 to provide recreation and park services within the district.

4. Paradise Solid Waste Committee –Two Council representatives

Committee meets upon notification.

The Paradise Solid Waste Committee discusses solid waste, recyclable materials, and yard waste programs with staff and representative from Northern Recycling and Waste Services, the company franchised by the Town to provide of solid waste collection and disposal services which includes recycling, source reduction, household hazardous waste and vegetative waste disposal services; two council representatives, Town staff.

5. Onsite Ad Hoc Committee – Two Council representatives

The Onsite Ad Hoc Committee meets as needed to keep Council representatives informed of issues & long-term effects of proposed changes to the Manual for Onsite Treatment of Wastewater (Onsite Manual); formed by Minute Order on September 3, 2008. The Onsite Manual may be viewed at the Town's website at the following address: <https://www.townofparadise.com/septic/page/onsite-wastewater-manual>

6. Finance & Investment Committee – Mayor, Vice Mayor, Town Manager, Finance Director/Town Treasurer.

The Finance & Investment Commission was established by Paradise Municipal Code Section 2.16.030 for the purpose of providing oversight of the Town's financial, public financing & investment activities.

7. Butte County Oversight Board – Members of the Countywide Oversight Board are made up pursuant to Health and Safety Code Section 34179 (j) with Appointing Authority from different agencies.

Annual meetings are held on the 3rd Wednesday of each January at 2:00 p.m. in the Butte County Board of Supervisors Chambers located at 25 County Center Dr. Ste. 205, Oroville, CA 95965. The Countywide Oversight Board has fiduciary responsibility to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues.

8. Paradise Sewer Regionalization Project Advisory Committee - Two Town Council representatives

The committee meets on an as-needed basis in alternating locations between the Town of Paradise and the City of Chico.

The Committee serves to: (1) Monitor progress of the Paradise Sewer Project, including the Project's Environmental Impact Report (EIR), and efforts being done under the Town and City's Cooperative Work Agreement, (2) Develop the Principles of Agreement for an inter-municipal agreement between the Town and City, and make a recommendation on those Principles to the two Councils if applicable, and (3) Guide public participation in the EIR process which will happen separately but in parallel with the Committee's work.

9. Legislative Ad Hoc Committee – Mayor and Vice Mayor, Town Manager

The purpose of a Legislative Committee is to track state and federal legislation and administrative regulation that have an impact on the Town. The Committee is tasked with representing the Town before legislative and regulatory bodies to work with elected and appointed officials to make recommendations on legislative advocacy issues that benefit the Town and its residents. Committee members regularly report to the Council regarding state and federal legislation that may impact the Town and seek

direction from the Town Council as to what position they should take when interacting with elected and appointed officials.

10. Healthcare Ad Hoc Committee – Two Council Members, Town Manager

The Healthcare Committee was established to return Emergency Services and other Health Care facilities to Paradise. The Committee is made-up of two Council Members, the Town Manager and other health care service professionals/experts to return emergency services and other health care facilities to Paradise. The committee reports to and receives direction from the Council.

Financial Impact:

None.

Attachments:

Attached is a list of the 2023 representations, along with a blank chart for the 2024 assignments.



2023 TOWN COUNCIL REPRESENTATION

BUTTE COUNTY COMMITTEES/COMMISSIONS

BUTTE COUNTY		Bolin	Crowder	Culleton	Lassonde	Tryon
1.	Air Quality Management District				A	R
2.	Association of Governments				A	R
3.	City Selection Committee (Mayor)	R				
4.	Disaster Council (Mayor)	R				
5.	Local Area Formation Commission (LAFCo) (Bolin was appointed through 5/2023 – Appointed by City Selection Committee)	R				
6.	Mosquito and Vector Control Board (Schuster appointed through 1/2027 – Rep to serve a 4-Year Term)			Melissa	Schuster	
7.	Waste Mgt Local Task Force			R		R
8.	City/County Ad Hoc Committee			R		
9.	Tourism Business Improvement District	Colette	Curtis		R	
10.	Continuum of Care			R	A	
11.	Butte County Fire Safe Council					R

LOCAL COMMITTEES/COMMISSIONS

PARADISE		Bolin	Crowder	Culleton	Lassonde	Tryon
1.	Paradise Community Village	R		A		
2.	Paradise Irrigation District Liaison				R	R
3.	Paradise Rec. & Park District Liaison		R	R		
4.	Paradise Solid Waste Committee			R		R
5.	Onsite Ad Hoc Committee	R	R			
6.	Finance Committee (Mayor & Vice Mayor)	R				R
7.	Butte County Oversight Board				R	
8.	Paradise Sewer Regionalization Project Advisory Committee		R			R
9.	Legislative Committee (Mayor & Vice Mayor)	R				R
10.	Healthcare Committee		R		R	



2024 TOWN COUNCIL REPRESENTATION

BUTTE COUNTY COMMITTEES/COMMISSIONS

BUTTE COUNTY		Bolin	Crowder	Culleton	Lassonde	Tryon
1.	Air Quality Management District					
2.	Association of Governments					
3.	City Selection Committee (Mayor)					
4.	Disaster Council (Mayor)					
5.	Local Area Formation Commission (LAFCo) (Bolin was appointed through 5/2027 – Appointed by City Selection Committee)	R				
6.	Mosquito and Vector Control Board (Schuster was appointed through 1/2027 – Rep to serve a 4-year term)			Melissa	Schuster	
7.	Waste Mgt Local Task Force					
8.	City/County Ad Hoc Committee					
9.	Tourism Business Improvement District (TBID)			Colette	Curtis	
10.	Continuum of Care					
11.	Butte County Fire Safe Council					

LOCAL COMMITTEES/COMMISSIONS

PARADISE		Bolin	Crowder	Culleton	Lassonde	Tryon
1.	Paradise Community Village					
2.	Paradise Irrigation District Liaison					
3.	Paradise Rec. & Park District Liaison					
4.	Paradise Solid Waste Committee					
5.	Onsite Ad Hoc Committee					
6.	Finance Committee (Mayor & Vice Mayor)					
7.	Butte County Oversight Board					
8.	Paradise Sewer Regionalization Project Advisory Committee					
9.	Legislative Ad Hoc Committee (Mayor & Vice Mayor)					
10.	Healthcare Ad Hoc Committee					

