

ATTACHMENT A - DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in this Article.

Act

"Act" means the California Integrated Waste Management Act of 1989 (AB 939) Public Resources Code, Section 40000 et seq.

Affiliate

"Affiliate" means a Person which is related to Contractor by virtue of direct or indirect ownership interest or common management. An Affiliate includes a Person in which Contractor owns a direct or indirect ownership interest, a Person which has a direct or indirect ownership interest in Contractor and/or a Person which is also owned, controlled or managed by any Person or individual which has a direct or indirect ownership interest in Contractor.

Agency

"Agency" means _____ {Insert name of City, County, or District}.

Agency Manager

"Agency Manager" means Agency's chief executive officer {Insert City Manager, Town Manager, or other title if appropriate}, as designated by Agency.

Agreement

"Agreement" means this Agreement, including the Attachments.

Applicable Law

"Applicable Law" means all federal, State, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over the Collection, transportation, Processing, and Disposal of Solid Waste, Recyclable Materials, Organic Materials and other materials Collected pursuant to this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the Term.

Average Hold Time

"Average Hold time" means the sum of all call Hold Times divided by the number of calls answered by the agent or queue of agents over the same time interval.

Backyard Collection Service

"Backyard Collection Service" means the provision of Collection Service to a SFD in the rear or side premises.

Billings

"Billings" means statements of charges for services rendered by Contractor, to Owners or Occupants of property, including Residential and Commercial Premises, for the Collection of

1 Solid Waste, Recyclable Materials, Organic Materials, and other materials Collected pursuant to
2 this Agreement.

3 **Bin**

4 "Bin" means a metal Container with capacity of approximately one (1) to eight (8) cubic yards,
5 with a hinged lid, and with wheels, typically serviced by a front-loading Collection vehicle.

6 **Bulky Items**

7 "Bulky Items" means large discarded items including, but not limited to, Major Appliances,
8 furniture, tires, carpets, mattresses, and other oversize materials whose large size precludes or
9 complicates their handling by normal Collection. Bulky Items do not include abandoned
10 automobiles, large auto parts, or trees.

11 **Business Days**

12 "Business Days" means days (i.e., Monday through Friday) during which Contractor's office is
13 open to do business with the public.

14 **Cart**

15 "Cart" means a plastic Container with a hinged lid and two wheels that is serviced by an
16 automated or semi-automated Collection vehicle. A Cart has capacity of 20, 30, 60, or 90
17 gallons (or similar volumes).

18 **Cell Phones**

19 "Cell Phones" means all telephones used for mobile or cellular communications including
20 batteries used to power cell phones.

21 **Change in Law**

22 "Change in Law" means any of the following events or conditions which has a material and
23 adverse effect on the performance by the Parties of their respective obligations under this
24 Agreement:

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

28 b. The order or judgment of any governmental body, on or after the Effective Date, to the
29 extent such order or judgment is not the result of willful or negligent action, error or
30 omission or lack of reasonable diligence of the Agency, or of the Contractor, whichever
31 is asserting the occurrence of a Change in Law; provided, however, that the contesting
32 in good faith or the failure in good faith to contest any such order or judgment shall not
33 constitute such a willful or negligent action, error or omission or lack of reasonable
34 diligence.

35 **Collect/Collection**

36 "Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste,
37 Recyclable Materials, Organic Materials, or other materials pursuant to this Agreement within
38 and from Agency.

1 **Collection Container**

2 "Collection Container" means any Container provided by Contractor to store and Collect Solid
3 Waste, Recyclable Materials, Organics, or any other material targeted for Collection by
4 Contractor or subcontractor of Contractor.

5 **Collection District**

6 "Collection District" means either the "North Collection District" or the "South Collection District,"
7 as applicable. The North Collection District comprises the following Agencies: Belmont,
8 Burlingame, Foster City, Hillsborough, San Mateo, and sections of unincorporated San Mateo
9 County. The South Collection District comprises the following Agencies: Atherton, East Palo
10 Alto, Menlo Park, Redwood City, San Carlos, West Bay Sanitary District and sections of
11 unincorporated San Mateo County.

12 **Commencement Date**

13 "Commencement Date" means the date specified in Section 3.02 when the Contractor is to
14 begin providing services required by this Agreement.

15 **Commercial**

16 "Commercial" means a business activity including, but not limited to, retail sales, wholesale
17 sales, services, research and development, government, education, non-profit, hospital,
18 manufacturing, institutional and industrial operations, but excluding businesses conducted upon
19 Residential Property which are permitted under applicable zoning regulations and are not the
20 primary use of the property.

21 **Commingle**

22 "Commingle" means to mix, mingle, or combine Targeted Recyclable Materials in a Collection
23 Container.

24 **Compactor**

25 "Compactor" means a mechanical apparatus that compresses materials and/or the Container
26 that holds the compressed materials. Compactors include Bin compactors of any size serviced
27 by front-loading Collection vehicles and Drop Box compactors of any size serviced by Drop Box
28 Collection vehicles.

29 **Complaint**

30 "Complaint" means written or orally communicated statements made by members of the public,
31 Customers, Owners, or Occupants of properties served by Contractor, by officers, employees or
32 agents of Agency or SBWMA alleging non-performance of, or deficiencies in Contractor's
33 performance of, its duties under this Agreement, or a violation by Contractor of this Agreement.

34 **Construction and Demolition Debris**

35 "Construction and Demolition Debris" means materials resulting from construction, renovation,
36 remodeling, repair, or demolition operations on any residential, commercial or other structure or
37 pavement.

1 **Container**

2 "Container" means any receptacle used for storage of Solid Waste, Recyclable Materials,
3 Organic Materials and other materials Collected pursuant to this Agreement including, but not
4 limited to, metal or plastic cans, Carts, Bins, tubs, Kitchen Pails and Drop Boxes.

5 **Contamination**

6 "Contamination" means (i) all materials other than those defined as Traditional Recyclable
7 Materials that were collected by Contractor with Single-Stream or Source Separated Recyclable
8 Materials; (ii) all materials other than those defined as Plant Materials Collected by Contractor
9 with Plant Materials; or (iii) all materials other than those defined as Organic Materials Collected
10 by Contractor with Organic Materials.

11 **Contamination Level**

12 "Contamination Level" means the percentage of Contamination in the Recyclable Materials,
13 Plant Materials, or Organic Materials Collected by Contractor, which shall be calculated as the
14 Tonnage of Contaminated Material divided by the Tonnage of all Material Collected.

15 **Contractor**

16 "Contractor" means _____ {Insert name of contractor}.

17 **Contractor's Compensation**

18 "Contractor's Compensation" means the monetary compensation received by Contractor in
19 return for providing services in accordance with this Agreement as described in Article 11.

20 **Contractor's Proposal**

21 "Contractor's Proposal" means the proposal submitted by Contractor and received by March 4,
22 2008 by the SBWMA in response to the November 1, 2007 SBWMA Request for Proposals for
23 Collection Services and certain supplemental written materials {insert description of
24 supplemental materials}.

25 **County**

26 "County" means the County of San Mateo.

27 **Curbside**

28 "Curbside" means the location for collection, where Collection Containers or loose materials are
29 placed on the street or alley against the face of the curb, or, where no Curb exists, placed not
30 more than five (5) feet from the outside edge of the street or alley nearest the property's
31 entrance.

32 **Customer**

33 "Customer" means the Person to whom Contractor submits billing invoices for Collection
34 services provided to a Premises. The Customer may be the Occupant or Owner of the
35 Premises provided that the Owner of the Premises shall be responsible for payment of
36 Collection services if an Occupant of the Premises fails to make such payment.

1 **Day**

2 "Day" means calendar day unless otherwise specified.

3 **Designated Transfer and Processing Facility**

4 "Designated Transfer and Processing Facility" means the Shoreway Recycling and Disposal
5 Center at 225 and 333 Shoreway Road, San Carlos, California, which is owned by SBWMA.

6 **Designated Waste**

7 "Designated Waste" means non-Hazardous Waste which may pose special Disposal problems
8 because of its potential to contaminate the environment and which may be disposed of only in
9 Class II Disposal Sites or Class III Disposal Sites pursuant to a variance issued by the California
10 Department of Health Services. Designated Waste consists of those substances classified as
11 Designated Waste in California Code of Regulations Title 23, Section 2522.

12 **Discarded**

13 "Discarded" means Solid Waste, Recyclable Materials, Plant Materials, and Organic Materials
14 placed by a Generator in a Container and/or at a location that is designated for Collection
15 pursuant to the Agency's Municipal Code.

16 **Disposal**

17 "Disposal" means the ultimate disposition of Solid Waste Collected by Contractor at a Disposal
18 Site.

19 **Disposal Site**

20 "Disposal Site" means the facility or facilities utilized for the landfill Disposal of Solid Waste
21 Collected.

22 **Drop Box**

23 "Drop Box" means an open-top Container with a typical capacity of 10 to 50 cubic yards that is
24 serviced by a Drop Box or roll-off Collection vehicle.

25 **Effective Date**

26 "Effective Date" means the date identified in Section 3.01.

27 **Electronic Waste (or E-Waste)**

28 "Electronic Waste" or "E-Waste" means "Covered Electronic Wastes" as defined in Act (Section
29 42463 of Public Resources Code) including discarded electronic equipment such as, but not
30 limited to, television sets, computer monitors, central processing units (CPUs), laptop
31 computers, and peripherals (e.g., external computer hard drives, computer keyboards,
32 computer mice, and computer printers).

33 **Environmental Laws**

34 "Environmental Laws" means all federal and State statutes, County, and Agency ordinances
35 concerning public health, safety and the environment including, by way of example and not
36 limitation, the Act, the Comprehensive Environmental Response, Compensation and Liability
37 Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC

1 §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances
2 Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et
3 seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et
4 seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et
5 seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the
6 Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et
7 seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated
8 thereunder.

9 **Event**

10 "Event" includes but is not limited to "large events" as defined in the Act (Public Resources
11 Code Section 42648) and any event that serves an average of at least 2,000 attendees and
12 workers per day. A list of Events currently held in the Agency is included as Attachment C.

13 **Facility/Facilities**

14 "Facility/Facilities" means any plant or site, owned or leased and maintained, operated or used
15 by Contractor for purposes of performing Contractor's obligations under this Agreement (e.g.,
16 facilities for parking and maintaining vehicles, administration offices, and customer service
17 offices, etc.). As of the Effective Date, Contractor's Facility(ies) are _____ at _____
18 in _____, California.

19 **Federal**

20 "Federal" means pertaining to the national government of the United States.

21 **Fiscal Year**

22 "Fiscal Year" means the period commencing July 1 through June 30 each year.

23 **Food Scraps**

24 "Food Scraps" means a subset of Organic Materials including: (i) all kitchen and table food
25 waste, and animal or vegetable waste that attends or results from the storage, preparation,
26 cooking or handling of foodstuffs, (ii) paper waste contaminated with Food Scraps, and (iii)
27 biodegradable plastic food serviceware.

28 **Franchise Fee**

29 "Franchise Fee" means the fee paid by Contractor to Agency pursuant to Section 10.02.

30 **Generator**

31 "Generator" means any Person whose act or process produces Solid Waste, Recyclable
32 Materials, or Organic Materials, or whose act first causes Solid Waste to become subject to
33 regulation.

34 **Gross Revenue**

35 "Gross Revenues" means any and all revenue or compensation in any form earned by
36 Contractor or an Affiliate for the Collection of Solid Waste, Recyclable Materials, Organic
37 Materials, and other materials pursuant to this Agreement, including, but not limited to, revenue
38 from Customers for the Collection of Solid Waste, Recyclable Materials, and Organic Materials

1 within the Agency, without subtracting Franchise Fees, other Agency fees, or any other cost of
2 doing business.

3 **Guarantor**

4 "Guarantor" means _____ {Insert Name of Guarantor}.

5 **Guaranty**

6 "Guaranty" means the agreement to be executed by the Guarantor in the form of Attachment G.

7 **Hazardous Substance**

8 "Hazardous Substance" shall mean any of the following: (a) any substances defined, regulated
9 or listed (directly or by reference) as "Hazardous Substances", "hazardous materials",
10 "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as
11 hazardous to human health or the environment, in or pursuant to (i) the Comprehensive
12 Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et
13 seq.(CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the
14 Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33
15 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281,
16 and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code
17 §13050; (b) any amendments, rules or regulations promulgated there under to such enumerated
18 statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic
19 substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated
20 under any other applicable Federal, State or local Environmental Laws currently existing or
21 hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's
22 ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

23 **Hazardous Waste**

24 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous
25 Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02,
26 §25115, and §25117 or in any future amendments to or recodifications of such statutes or
27 identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA),
28 pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all
29 future amendments thereto, and all rules and regulations promulgated there under.

30 **Hold Time**

31 "Hold Time" means the amount of time per answered call that a customer service agent
32 (or agents) place a call on hold, plus the amount of time a call is left unanswered after
33 contractor's introductory voicemail message(s) is ended either by completion of the
34 message(s) or by the customer bypassing the message.

35 **Holidays**

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

37 **Holiday Schedule**

38 "Holiday Schedule" means the modified service schedule for the days following a holiday. If a
39 Holiday falls on Monday, Tuesday, Wednesday, Thursday or Friday, the service is provided the
40 immediately following day.

1 **Holiday Trees**

2 "Holiday Trees" means trees targeted for diversion that were purchased and used in celebration
3 of Christmas and other holidays in December and January.

4 **Household Batteries**

5 "Household Batteries" means disposable or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-
6 volt, button-type) commonly used as power sources for household or consumer products
7 including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric
8 oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium,
9 manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries.

10 **Household Hazardous Waste**

11 "Household Hazardous Waste" means Hazardous Waste generated at Residential Premises.

12 **Infectious Waste**

13 "Infectious Waste" means biomedical waste generated at hospitals, public or private medical
14 clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries,
15 veterinary facilities, and other similar establishments that are identified in State Health and
16 Safety Code Section 25117.5.

17 **Inquiry**

18 "Inquiry" means a written or orally communicated request for information, request for Collection
19 services, or request for change in service level made by members of the public, Customers,
20 Owners, or Occupants of properties served by Contractor, or by officers, employees or agents
21 of Agency or SBWMA.

22 **Kitchen Pail**

23 "Kitchen Pail" means a receptacle suitable for the storage of Food Scraps that has a capacity of
24 1.5 to 2.5 gallons, a wire or plastic handle, and a lid.

25 **Liquidated Damages**

26 "Liquidated Damages" means the amounts owed by Contractor to the Agency for failure to meet
27 specific standards of performance as described in Section 14.07.

28 **Major Appliances**

29 "Major Appliances" means any device including, but not limited to, washing machines, clothes
30 dryer, hot water heaters, dehumidifiers, conventional ovens, microwave ovens, stoves,
31 refrigerators, freezers, air-conditioners, trash compactors, and residential furnaces discarded by
32 Residential Generators. Major Appliances are commonly referred to as White Goods.

33 **Materials Recovery Facility (MRF)**

34 "Materials Recovery Facility" means a permitted facility where Solid Waste, Recyclable
35 Materials, Organic Materials, and other materials are processed, sorted or separated for the
36 purposes of recovering reusable or Recyclable Materials. For the purposes of this Agreement,
37 Agency has designated the Shoreway Recycling and Disposal Center, located at 225 and 333
38 Shoreway Road, San Carlos, CA, owned by the SBWMA, as its Designated Transfer and
39 Processing Facility.

1 **Measured Contamination Level**

2 “Measured Contamination Level” means the Contamination Level of the Recyclable Materials,
3 Plant Materials, and Organic Materials delivered by Contractor to the Designated Transfer and
4 Processing Facility determined in accordance with procedures contained in ____.

5 **Member Agencies**

6 “Member Agencies” means the following jurisdictions: the cities of Belmont, Burlingame, East
7 Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos, and San Mateo; the towns of
8 Atherton and Hillsborough; the County of San Mateo; and the West Bay Sanitary District.

9 **Multi-Family Dwelling**

10 “Multi-Family Dwelling” means any individual Residential Premises in a building that contains
11 five (5) or more individual residential living units. A Multi-Family Dwelling is defined as one
12 residential living unit in a Multi-Family Residential Complex.

13 **Multi-Family Residential Complex**

14 “Multi-Family Residential Complex” means the building(s) containing Residential Premises
15 consisting of five (5) or more individual residential living units. Such Premises normally have
16 centralized Solid Waste and Recyclable Materials Collection service for all units in the building
17 and are billed to one address (typically the Owner or property manager).

18 **Occupant**

19 “Occupant” means a Person who occupies Premises.

20 **On-Call Service**

21 “On-Call Service” means collection service provided by Contractor that is not regularly
22 scheduled or is scheduled more than twenty-four (24) hours in advance. On-Call Service is
23 initiated by Customer by calling, emailing, or requesting the service in person at Contractor’s
24 office.

25 **Operating Cost**

26 “Operating Cost” means those costs actually incurred by Contractor, reasonably necessary to
27 perform under this Agreement, and not otherwise specifically excluded in this Agreement.

28 **Organic Materials**

29 “Organic Materials” means those materials that will decompose and/or putrefy and that the
30 Agency permits, directs, or requires Generators to separate from Solid Waste and Recyclable
31 Materials for Collection in specially designated Containers for Organic Materials Collection.
32 Organic Materials include Plant Materials and Food Scraps such as, green trimmings, grass,
33 weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small wood
34 pieces, other types of organic yard waste, vegetable waste, fruit waste, grain waste, dairy
35 waste, meat waste, fish waste, paper, paper contaminated with Food Scraps, biodegradable
36 plastic food service ware, pieces of unpainted and untreated wood, and pieces of unpainted and
37 untreated wallboard. No Discarded material shall be considered Organic Materials, unless such
38 material is separated from Solid Waste and Recyclable Material.

1 **Overage**

2 "Overage" means the amount of Solid Waste placed in or adjacent to a Collection Container that
3 is in excess of the Container capacity.

4 **Owner**

5 "Owner" means the Person holding legal title to the real property constituting the Premises to
6 which Solid Waste, Recyclable Materials, and/or Organic Materials Collection service is
7 provided.

8 **Party(ies)**

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

10 **Pass-Through Cost**

11 "Pass-Through Cost" means a cost to which no element of overhead, administrative expense, or
12 profit, is added, such that the specific amount of such cost is included without modification in the
13 calculations or reports prepared in implementing this Agreement.

14 **Person**

15 "Person" means any individual, firm, company, association, organization, partnership,
16 corporation, trust, joint venture, the United States, the State, the County, towns, cities, or special
17 purpose districts.

18 **Plant Materials**

19 "Plant Materials" means a subset of Organic Materials consisting of grass cuttings, weeds,
20 leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not more than six
21 (6) inches in diameter) and five (5) feet in length, and similar materials generated at Premises,
22 separated and set out for Collection. Plant Materials does not include materials not normally
23 produced from gardens or landscape areas, such as, brick, rock, gravel, large quantities of dirt,
24 concrete, sod, non-organic wastes, oil, and painted or treated wood products. Diseased plants
25 and trees may be excluded from Plant Materials upon mutual consent of Agency and
26 Contractor.

27 **Premises**

28 "Premises" means any land, or building where Solid Waste, Recyclable Materials, or Organic
29 Materials is generated or accumulated.

30 **Rates**

31 "Rates" means the monetary amounts to be charged a Customer by Contractor for providing
32 Collection of Solid Waste, Recyclable Materials, Organic Materials, and other materials.

33 **Rate Year**

34 "Rate Year" means the twelve-month period, commencing January 1 of one year and
35 concluding December 31 of the same year, for which Contractor's Compensation is calculated.

1 **Recycling**

2 "Recycling" means the process of sorting, cleansing, treating and reconstituting materials that
3 would otherwise be disposed of at a landfill for the purpose of returning such materials to the
4 economy in the form of raw materials for new, reused or reconstituted products.

5 **Recycling Tote-Bag**

6 "Recycling Tote-Bag" means a durable, mesh plastic bag with handles and a carrying capacity
7 of approximately eight (8) gallons distributed to individual Multi- Family Dwellings at Multi-Family
8 Residential Complexes for personal Recycling use.

9 **Recyclable Containers**

10 "Recyclable Containers" means food and beverage packaging receptacles including but not
11 limited to packaging that has California Redemption Value.
12

13 **Recyclable Materials**

14 "Recyclable Materials" means Discarded Materials that can be re-used, remanufactured,
15 reconstituted, or Recycled.

16 **Related Party Entity**

17 "Related Party Entity" means any Affiliate which has financial transactions with Contractor
18 pertaining to this Agreement.

19 **Residential**

20 "Residential" means of, from, or pertaining to Single-Family Dwellings, and Multi-Family
21 Residential Complexes, including single-family homes, apartments, condominiums, townhouse
22 complexes, mobile home parks, cooperative apartments, and yacht harbors and marinas where
23 residents live aboard boats.

24 **Residential Property**

25 "Residential Property" means property used for residential purposes.

26 **SBWMA**

27 "SBWMA" means the South Bayside Waste Management Authority, which is a joint powers
28 authority comprised of the Member Agencies.

29 **Service Area**

30 "Service Area" means the area within, and, if applicable, outside Agency's jurisdictional
31 boundaries with respect to which Agency exercises franchising authority for the Collection of
32 Solid Waste, Recyclable Materials, Organic Materials, or other materials pursuant to this
33 Agreement.

34 **Service Day**

35 "Service Day" means Monday through Saturday excluding Holidays.

1 **Service Opportunity**

2 "Service Opportunity" means each individual opportunity the Contractor has to Collect Solid
3 Waste, Recyclable Materials, and Organic Materials from a Customer's Container which is
4 equivalent to the required Single-Family, Multi-Family and Commercial lifts. For example, for a
5 Single-Family Customer, Contractor has three Service Opportunities per week – one for Solid
6 Waste Collection, one for Recyclable Materials, and one for Organic Materials.

7 **Service Sector**

8 "Service Sector" means Collection services for each of the following types of services: Single-
9 Family; Multi-Family; Commercial; Drop Box; and Residential On-Call Collection services.

10 **Single-Family**

11 "Single-Family," "Single-Family Dwelling," or "SFD" means a Premises used as a residential
12 dwelling and includes each unit of a duplex, triplex, fourplex or townhouse condominium at
13 which there are no more than four dwelling units where individual Solid Waste, Recyclable
14 Materials, and Organics Materials Collection is provided separately to each dwelling unit and
15 each dwelling unit is billed separately.

16 **Single-Stream Recyclable Materials**

17 "Single-Stream Recyclable Materials" shall mean Traditional Recyclable Materials which have
18 been Commingled by the Generator and placed in a Container for the purposes of Collection.

19 **Solid Waste**

20 "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, as
21 defined in California Public Resources Code Section 40191. For the purposes of this
22 Agreement, "Solid Waste" does not include abandoned vehicles and parts thereof, Hazardous
23 Waste or low-level radioactive waste, medical waste, Source Separated Recyclable Materials,
24 Source Separated Plant Materials, or Source Separated Organic Materials.

25 **Source Separated**

26 "Source Separated" means materials which otherwise would become Solid Waste, but have
27 been segregated by the generator, such as Recyclable Materials or Organic Materials, for the
28 purpose of reuse, Recycling, or composting, to be Collected by Contractor or others.
29

30 **Special Handling Service**

31 "Special Handling Service" means the provision of Collection Service to a SFD in the rear or
32 side premises. Customers eligible for this service include only those that submit documentation
33 (e.g., a form signed by a doctor) of their inability to perform the generally applicable Curbside
34 Collection set-out requirements.

35 **Specialty Recyclable or Reusable Material**

36 "Specialty Recyclable or Reusable Material" means Recyclable Materials that are not Traditional
37 Recyclable Materials but that may be collected for purposes of Recycling by any Person
38 operating in accordance with the Agency Municipal Code. Such Specialty Recyclable or
39 Reusable Material includes, but is not limited to, scrap metal weighing more than ten (10)
40 pounds, Construction and Demolition Debris, pallets, plastic film, and reusable furniture.

1 **Speed of Answer**

2 “Speed of Answer” means the amount of time before a call is answered once that call is
3 queued (i.e., upon completion of the introductory voicemail message(s)).

4 **State**

5 “State” means the State of California.

6 **Subcontractor**

7 “Subcontractor” means a Person which has entered into a contract, with the Contractor for the
8 performance of work that is necessary for the Contractor’s fulfillment of its obligations under this
9 Agreement.

10 **Term**

11 “Term” means the Term of this Agreement.

12 **Ton (or Tonnage)**

13 “Ton (or Tonnage)” means a unit of measure for weight equivalent to 2,000 pounds where each
14 pound contains 16 ounces.

15 **Targeted Recyclable Materials**

16 “Targeted Recyclable Materials” means a subset of Recyclable Materials that includes:
17 newspaper (including inserts, coupons, and store advertisements); mixed paper (including office
18 paper, computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, paper
19 egg cartons, telephone books, books, colored paper, construction paper, envelopes, legal pad
20 backings, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard;
21 paper milk cartons; glass containers of any color (including brown, blue, clear, and green);
22 aluminum (including food and beverage containers, foil, small pieces of scrap metal); small
23 pieces of scrap metal weighing less than 10 pounds and fitting into the Recyclable Materials
24 Collection Container (excluding chain, cable, wire, banding, hand tools, and automotive parts);
25 steel, tin or bi-metal containers; plastic containers (i.e., all plastic containers stamped with the
26 Society for the Plastics Industry (SPI) code #1 through #7; and plastic containers that are not
27 stamped but clearly can be identified as PET, HDPE, polypropylene). For Single-Family and
28 Multi-Family Premises, Targeted Recyclable Materials also include Used Motor Oil, Used Motor
29 Oil Filters, Household Batteries, and Cell Phones.

30 **Transfer Station**

31 “Transfer Station” means a Facility primarily used for the purpose of transferring Solid Waste
32 from Collection vehicles to transfer vehicles (but which may include recovery operations) to
33 more efficiently transport Solid Waste to the Disposal Site. For the purposes of this Agreement,
34 Agency has designated the Shoreway Recycling and Disposal Center, located at 225 and 333
35 Shoreway Road, San Carlos, CA, as its designated Transfer Station.

36 **Unacceptable Spillage**

37 “Unacceptable Spillage” means any Solid Waste spilled or left at established Collection sites by
38 Contractor after Collection, other than small particles of grass clippings and leaves of the size
39 and volume that may be collected by regular street sweeping operations may be left behind.

1 **Universal Waste (or U-Waste)**

2 “Universal Waste,” or “U-Waste,” means all wastes defined by Title 22, Subsections 66273.1
3 through 66273.9 of the California Code of Regulations. These include, but are not limited to,
4 batteries, fluorescent light bulbs, mercury switches, and Electronic Waste.

5 **Unpermitted Materials**

6 “Unpermitted Materials” mean wastes or other materials that the Designated Transfer and
7 Processing Facility is not permitted to receive, including Hazardous Waste and Hazardous
8 Substances.

9 **Used Motor Oil**

10 “Used Motor Oil” means used motor oil from automobiles and other light duty vehicles intended
11 for personal use which is removed from cars at a Residential Premises and not as a part of a
12 for-profit or other business activity.

13 **Used Motor Oil Filter**

14 “Used Motor Oil Filter” means a used motor oil filter from automobiles and other light duty
15 vehicles intended for personal use which is removed from the vehicle at a Residential Premises
16 and not as a part of a for-profit or other business activity.

17 **Venue**

18 “Venue” means a permanent facility that during any year seats or serves an average of more
19 than 2,000 individuals per day of operation. Both people attending the event and those working
20 at it, including volunteers, are included in this number.

21
22 **Weekly Collection Service**

23 “Weekly Collection Service” means Collection Service that is scheduled in advance from
24 Monday through Friday and provided once-per-week on the same day or days each week.

25
26 **White Goods**

27 “White Goods” means Major Appliances.