

**AMENDMENT TO FRANCHISE AGREEMENT (2021)
BETWEEN NOVATO SANITARY DISTRICT AND
RECOLOGY SONOMA-MARIN**

This Amendment to Franchise Agreement is entered into as of December 21, 2021 between the Novato Sanitary District ("District") and Recology Sonoma Marin ("Recology" or "Contractor").

WHEREAS, District and Recology are parties to an Amended and Restated Agreement for Solid Waste Collection, Processing, Diversion and Disposal dated March 2011 (such agreement as amended, the "Franchise Agreement");

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

WHEREAS, SB 1383 requires District to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, District has chosen to delegate some of its responsibilities to Recology, acting as the District's designee; and

WHEREAS, the parties wish to amend the Franchise Agreement to assist District in complying with SB 1383; and

WHEREAS, District has implemented a 3-container organic waste collection service as contemplated by Section 18984.1 of SB 1383.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. This Amendment shall take effect January 1, 2022.
2. Definitions. Article 1 (Definitions) of the Franchise Agreement is hereby amended to replace the definition of "Organic Waste" with that set forth in Exhibit A to this Amendment, and to add the other definitions set forth in Exhibit A.
3. Exclusive Service.

Article 2 (Grant and Acceptance of Franchise) of the Franchise Agreement is hereby amended to add a new Section 2.11, to read in its entirety as follows:

"2.11 Exclusive Service.

In accordance with Sections 2.7 and 2.8 of this Agreement, District has granted an exclusive franchise to Contractor for collection, processing and disposal of garbage, recyclable materials, organic waste and construction and demolition debris within the Service Area. The granting of this service is exclusive except as to the categories listed in Section 2.8, Limitations to Scope.

Between January 1, 2022 and December 31, 2023, Contractor shall continue and expand its existing Organic Waste collection service within District. By January 1, 2024, Contractor shall be able to provide Organic Waste collection service to all of its customers within District who are subscribed and pay for Garbage collection service, unless (i) the customer

is not legally required to receive such service, (ii) the customer qualifies for a de minimis or physical space waiver, if applicable, or (iii) the customer refuses to accept such service.”

4. SB 1383-Related Services

Article 4 (Zero Waste Collection and Processing Services) of the Franchise Agreement is hereby amended to add a new Section 4.14, to read in its entirety as follows:

“4.14 SB 1383-Related Services.

4.14.1 Container Colors.

(a) General Requirement. Contractor shall ensure that each Container that it newly purchases after January 1, 2022 and provides to a Generator serviced under this Agreement conforms to the following color scheme: Gray Containers for collection of Garbage, Blue Containers for collection of Recyclable Materials, and Green Containers for collection of Organic Waste. In addition, Contractor shall ensure that all Containers it uses to provide such services to Generators serviced under this Agreement conform to such color scheme on or before January 1, 2036.

(b) Specific Material Types. Paper products and printing and writing paper, each as defined in SB 1383, may be placed in either the Blue Container or the Green Container. Carpet and textiles may not be placed in either the Blue Container or the Green Container.

4.14.2 Container Labels.

Contractor shall ensure that each Container (or Container lid) that it newly purchases after January 1, 2022 and provides to a Generator serviced under this Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that Container type. Contractor may comply with this section by using model labeling provided by CalRecycle.

4.14.3 Route Reviews.

(a) General Requirements. Beginning in 2022, and each calendar year thereafter, the Contractor shall, at its sole expense, conduct Hauler Route Reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Contractor and the District and that results in all Hauler Routes being reviewed annually. The Contractor shall conduct Hauler Route Reviews that include inspection of the contents of customers' Collection Containers for Prohibited Container Contaminants in the manner outlined below to ensure that a sample of Containers on every Hauler Route is inspected annually.

For each Route Review, Contractor shall inspect at least thirty (30) Containers per Hauler Route, but may inspect more if Contractor wishes, or if mutually agreed with District. Each inspection shall involve lifting the Container lid and observing the contents, but shall not require Contractor to disturb the contents or open any bags. Containers to be inspected shall be randomly selected by Contractor, or (if mutually agreed with District) by prioritizing certain customers or by any other method not prohibited under SB 1383. Contractor shall include the results of each Route Review in its next regularly

scheduled report to the District, as required by Section 9.

At District's request, Contractor shall permit District personnel to observe Route Reviews. Contractor shall notify District no less than 10 working days prior to the scheduled Hauler Route Reviews.

(b) Contamination.

(i) If Contractor finds Prohibited Container Contaminants in a Container during a Route Review, Contractor shall notify the Generator of the violation. The notice shall include information regarding the Generator's requirement to properly separate materials into the appropriate Containers. The notice may be left on the Generator's Container, gate, or door at the time the violation is discovered, and/or be mailed, e-mailed, or electronically messaged to the Generator. Contractor may dispose of the contents of any Container found to contain Prohibited Container Contaminants.

(ii) Beginning January 1, 2024, if Contractor observes Prohibited Container Contaminants in a Generator's Container, that appear in excess of ten percent (10%) by weight or volume, or other percentage agreed up on by the Parties, on more than two (2) occasions in a calendar year, and Contractor issued notices to the customer on each of those occasions, the Contractor may impose a contamination processing fee equal to the rate for on-call collection of a Garbage Container of the same size, or another amount mutually agreed upon by the Parties, on the third (3rd) and each subsequent occasion within the calendar year. Contractor shall notify the District in its quarterly report of customers for which contamination processing fees were assessed. Contractor shall leave a contamination processing fee notice attached to or adhered to the Generator's contaminated Containers; at the Premises' door or gate; or, subject to the District's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. The contamination processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination processing fee on its next bill. The format of the contamination processing fee notice shall be approved by the District Manager-Engineer. For the avoidance of doubt, the notices under subsections (i), (ii) and (iii) of this subsection (b) may be the same form notice, with different check boxes checked to indicate the reason the notice is given. Contractor may dispose of the contents of any Container found to contain Prohibited Container Contaminants.

(iii) Upon identification of Prohibited Container Contaminants in a Container that appear in excess of thirty percent (30%) percent by weight or volume, or other percentage agreed upon by the Parties, Contractor may refuse to collect the Container, in which case Contractor shall provide a non-collection notice to the Generator. The non-collection notice shall, at a minimum: (i) inform the Generator of the reason(s) for non-Collection; (ii) include the date and time the notice was left or issued; (iii) describe the premium charge to Generator for Contractor to return and collect the Container after Generator removes the Contamination; and, (iv) provide a warning statement that a contamination processing fee may be assessed if Prohibited Container Contaminants are observed on more than two (2) occasions in a calendar year.

4.14.4 Compliance Reviews.

(a) General Requirement. At least once annually, beginning in 2022, Contractor shall complete a compliance review of all its Commercial and Multi-Family customers in District that are subscribed for at least two (2) cubic yards of per week of combined Garbage, Organic Waste and Recyclable Materials service, to determine whether such customers are subscribed for Organic Waste collection service, have an applicable waiver, or have notified Contractor that they self-haul or back-haul their Organic Waste. The compliance

review shall mean a “desk” review of records to determine the above information and does not necessarily require on-site observation of service; however, if mutually agreed by District and Contractor, Contractor may perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information. Contractor shall include the results of each compliance review in its next regularly scheduled report to District, as required by Section 9.

(b) Non-Subscribers. Beginning January 1, 2024, and at least annually thereafter, Contractor shall report any Commercial or Multi-Family customers in District who do not have an applicable waiver, and who refuse to subscribe for Organic Waste collection service after Contractor has contacted them and attempted to get them to subscribe for the service.

4.14.5 Education & Outreach.

(a) Prior to February 1, 2022, and annually thereafter, Contractor shall provide the following to its customers receiving Organic Waste collection service under this Agreement:

(i) Information on the organic waste generator's requirements to properly separate materials in appropriate containers.

(ii) Information on methods for: the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, and any other local requirements regarding organic waste.

(iii) Information regarding the methane reduction benefits of reducing the landfill disposal of organic waste, and the methods of organic waste recovery contemplated by this Agreement.

(iv) Information regarding how to recover organic waste.

(v) Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste.

(vi) Information provided by District to Contractor regarding food recovery organizations and where a list of food recovery organizations can be found.

(b) The above information may be provided through print media, electronic media, workshops, meetings, on-site visits, or any combination of the foregoing.

(c) Educational materials provided pursuant to the above shall be translated into Spanish, which is the only non-English language spoken by a substantial number of Contractor's customers in District.

4.14.6 Reporting and Record-Keeping.

Beginning January 1, 2022, Contractor shall provide the following information to District as part of Contractor's regularly scheduled quarterly reports under this Agreement:

(a) For information provided by Contractor pursuant to Section 8 above that is required to be provided pursuant to SB 1383:

- (i) Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, emails, and other electronic messages).
- (ii) The date the information was disseminated, or the direct contact made. For website and social media postings, this shall be the date posted.
- (iii) To whom the information was disseminated, or the direct contact made. For mass distributions such as mailings or bill inserts, Contractor may provide the type and number of accounts receiving the information, rather than listing each recipient individually.
- (iv) A list of all site visits by Contractor personnel, including date and customer name.
- (b) For Route Reviews and Compliance Reviews:
 - (i) The date the review was conducted.
 - (ii) The name and title of each person conducting the review.
 - (iii) A list of the account names and addresses covered by the review.
 - (iv) For Route Reviews, a description of each Hauler Route reviewed, including Contractor's route number and a description of the Hauler Route area.
 - (v) For Route Reviews, the results of such review (i.e., the addresses where any Prohibited Container Contaminants were found).
 - (vi) For Compliance Reviews, the results of such review (i.e., Contractor's findings as to whether the customers reviewed are subscribed for Organic Waste collection service, have an applicable waiver, or neither), and any relevant evidence supporting such findings (e.g. account records).
 - (vii) Copies of any educational materials issued pursuant to such reviews.
- (c) Documentation relating to observed Prohibited Container Contaminants, whether observed during Route Reviews or otherwise:
 - (i) Copies of, or a list of, all notices issued to generators for Prohibited Container Contaminants, including a list of the Generators to which such notice was issued, the date of issuance, the Generator's name and service address, and the reason for issuance (if the form is used for multiple reasons).
 - (ii) The number of times notices were issued to Generators for Prohibited Container Contaminants.
 - (iii) The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.
- (d) A description of Contractor's process for determining the level of Container contamination under this Agreement.

4.14.7 Waivers. The District has sole authority to issue de minimis or physical space waivers to Generators.

(a) Contractor Waiver Request on Behalf of Generator. Upon reasonable belief that a Generator may qualify for a de minimis or physical space waiver, the Contractor may submit a request to the District to grant a waiver to the Generator, provided that adequate evidence of the waiver requirements as specified in 14 CCR Section 18984.11 is included with the request. District shall review and approve or deny the waiver request. Contractor's request for consideration of a waiver shall include the Generator's name and address, type of Commercial Business (or number of Multi-Family units, if Customer is a Multi-Family premises), reasons Generator may be eligible for the waiver, and evidence such as, but not limited to: Service Level data, photo documentation, weight records, and technical assistance assessment results.

(b) Generator Waiver Request Submitted to District. Generators may submit requests for de minimis or physical space waivers directly to District. District shall review the waiver request and inspect the Generator's premises to verify the accuracy of the application. When District grants a waiver to Generator, District shall notify the Contractor within 30 days of approval with information on any change in customer's allowable service level and the service addresses to which the waiver applies.

(c) Waiver Reverification. At District's request, Contractor shall, within a reasonable amount of time, reverify the factual basis for any Multi-Family and Commercial Generator de minimis or physical space waivers granted once every 5 years from the date of issuance of the waiver.

4.14.8 Noncompliance.

(a) Determination of Noncompliance. In the event CalRecycle determines any procedure or methodology described herein or otherwise used by Contractor in performance of this Article 4 does not comply with the applicable requirements of SB 1383, then the parties shall negotiate in good faith a mutually agreed amendment to this Agreement to remedy the problem.

(b) CalRecycle Indemnification. Contractor acknowledges compliance with the obligations of SB 1383 that by operation of law are binding on Contractor is a condition of approval of its provision Organic Waste collection services under this Agreement. Contractor's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the Contractor with respect to the Discarded Materials Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement, or, (ii) due to Contractor delays in providing information required to be provided by Contractor under this Agreement or applicable law, beyond the deadlines specified in this Agreement or applicable law, that prevents Contractor or District from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

5. Edible Food.

5.1. Section 2.8 (Limitations to Scope) of the Franchise Agreement is hereby amended to add the following as Section 2.8.10.5:

"Edible Food that is collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the

purposes of Food Recovery; or that is transported by the Generator to another location(s), such as the location of a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to collect or receive the Edible Food from the Generator.”

6. Rate Adjustment. Effective January 1, 2022, Exhibit 1 (Service Rates) of the Franchise Agreement is hereby amended to read as set forth in Exhibit 1 to this Amendment.
7. Miscellaneous. The exhibits to this Amendment are integral parts of this Amendment and are incorporated herein by this reference. In the event of any conflict between this Amendment and the Franchise Agreement, this Amendment shall govern. This Amendment may be executed in counterparts and/or by electronic signature (e.g., DocuSign). As used in this Amendment, “including” and its variants mean “including without limitation.”

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IN WITNESS WHEREOF, this Amendment is entered into as of the date first written above.

Novato Sanitary District

DocuSigned by:
By: Sandeep S. Karkal
1FE19064346E422...

Name: Sandeep Karkal

Title: General Manager-Chief Engineer

Date: 12/21/2021 | 11:41 AM PST

Recology Sonoma Marin

DocuSigned by:
By: Salvatore M. Coniglio
444C41D60A26433...

Name: Salvatore M. Coniglio

Title: Chief Executive Officer

Date: 12/16/2021 | 12:25 PM PST

APPROVED AS TO FORM:

DocuSigned by:
By: Rachel Hundley
8B31B0803BB4473...

Name: Rachel Hundley

Title: District Counsel

Date: 12/20/2021 | 6:03 PM PST

Exhibit 1

SERVICE RATES EFFECTIVE JANUARY 1, 2022

(see separate document attached)

Recology Sonoma Marin

EXHIBIT 1 - REFUSE COLLECTION RATES

<u>RATE CLASSIFICATION</u>	Maximum Monthly Fees <u>Effective 1/1/22</u>	<u>RATE CLASSIFICATION</u>	Maximum Monthly Fees <u>Effective 1/1/22</u>
<i>Single Family residential:</i>		<i>Debris Box Service (Cont'd):</i>	
1 20 Gal. can collected weekly	\$ 15.76	<u>3 Cu. Yd. Containers</u>	
1 32 Gal. can collected weekly	\$ 25.20	Every other week	\$ 205.14
1 64 Gal. can collected weekly	\$ 50.35	1 x week	\$ 328.22
1 96 Gal. can collected weekly	\$ 75.56	2 x week	\$ 571.16
		3 x week	\$ 814.42
Special Trips - Can not set out	\$ 15.71	4 x week	\$ 1,057.34
Special Rate - Containers more than		5 x week	\$ 1,300.52
50 feet from street (each 50 feet)	\$ 7.27	6 x week	\$ 1,543.54
Special Equipment - PAL Truck	\$ 15.71	The above rates include an allowance	
Extra Pickups	\$ 7.73	for container rental as follows:	\$ 85.20
Additional 96 gl. Recycling Carts after 2	\$ 23.97	Extra Pickups	\$ 71.05
Additional 96 gl. Green Waste Carts after 2	\$ 23.97	<u>4 Cu. Yd. Containers</u>	
		1 x week	\$ 427.35
<i>Multi-family, mobile home parks,</i>		2 x week	\$ 749.74
<i>commercial/industrial:</i>		3 x week	\$ 1,072.30
<u>20 Gallon</u>		4 x week	\$ 1,394.67
1 x week	\$ 17.06	5 x week	\$ 1,717.19
<u>32 Gallon</u>		6 x week	\$ 2,039.65
1 x week	\$ 27.28	The above rates include an allowance	
2 x week	\$ 58.20	for container rental as follows:	\$ 85.20
3 x week	\$ 89.02	Extra Pickups	\$ 85.20
6 x week	\$ 181.58	<u>6 Cu. Yd. Containers</u>	
<u>64 Gallon</u>		1 x week	\$ 625.58
1 x week	\$ 52.38	2 x week	\$ 1,106.87
2 x week	\$ 111.65	3 x week	\$ 1,588.12
3 x week	\$ 170.73	4 x week	\$ 2,069.30
6 x week	\$ 348.32	5 x week	\$ 2,550.61
<u>96 Gallon</u>		6 x week	\$ 3,031.86
1 x week	\$ 78.55	The above rates include an allowance	
2 x week	\$ 167.43	for container rental as follows:	\$ 85.20
3 x week	\$ 256.09	Extra Pickups	\$ 142.09
6 x week	\$ 522.49	<u>20 Cu. Yd. Containers</u>	
Extra Pickups	\$ 7.73	1 x week	\$ 3,108.80
		2 x week	\$ 6,143.37
<i>Debris Box Service:</i>		3 x week	\$ 9,171.65
<u>2 Cu. Yd. Containers</u>		The above rates include an allowance	
1 x week	\$ 260.21	for container rental as follows:	\$ 85.19
2 x week	\$ 456.73	Extra Pickups	\$ 704.63
3 x week	\$ 653.17		
4 x week	\$ 849.52	<u>Cleanup Bins:</u>	
5 x week	\$ 1,045.91	3 yd. - 2 days	\$ 229.36
6 x week	\$ 1,242.33	3 yd. - weekend	\$ 229.36
The above rates include an allowance for		6 yd. - 2 days	\$ 386.68
container rental as follows:	\$ 63.83	6 yd. - weekend	\$ 386.68
Extra Pickups	\$ 71.05	20 yd. up to 3 tons - one week	\$ 711.10
		30 yd. up to 4 tons - one week	\$ 1,186.55
		Additional/ton charge for cleanup bins	\$ 76.79
		Occasional or irregular collections per	
		5 cubic feet	\$ 7.73
		Special collections other than debris	
		box - plus regular rate	\$ 32.72
		Special collections for debris boxes -	
		plus regular rate	\$ 71.09
		Monthly charge for special collection conditions	\$ 15.41

EXHIBIT 1 - REFUSE COLLECTION RATES (cont.)

<u>RATE CLASSIFICATION</u>	Maximum Monthly Fees <u>Effective 1/1/22</u>	<u>RATE CLASSIFICATION</u>	Maximum Monthly Fees <u>Effective 1/1/22</u>
MSW Compactor:		10 yard and larger Service Fees	
<u>2 Cu. Yd. Containers</u>		Trip Charge 10+yd.(Empty Bin: Inaccessible Bin)	\$ 150.00
1 x week	\$ 458.18	Compactor Cleaning	\$ 450.00
2 x week	\$ 855.08	Monthly Box Rental (>=10yds: if no pick up in month)	\$ 150.00
3 x week	\$ 1,260.70	Relocation Fee (on non-service day)	\$ 150.00
4 x week	\$ 1,652.44		
5 x week	\$ 2,096.60		
6 x week	\$ 2,501.39		
Extra Pickups	\$ 114.55		
<u>3 Cu. Yd. Containers</u>		Bulky Items:* 4 free pickups per year (per res. account holder). Up to 3 cu. yds. per pickup. No liquid waste or hazardous material. Charges for Freon or excess waste above 3 yds. may apply.	
1 x week	\$ 633.18	Bulky Items in excess of 4 free pickups:	
2 x week	\$ 1,144.16	<u>Mattresses:</u>	
3 x week	\$ 1,733.03	Twin Bed	\$ 18.66
4 x week	\$ 2,281.80	Double/Full	\$ 22.45
5 x week	\$ 2,825.91	Queen	\$ 28.32
6 x week	\$ 3,366.00	King	\$ 32.49
Extra Pickups	\$ 158.30	<u>Box Springs:</u>	
<u>4 Cu. Yd. Containers</u>		Twin Bed	\$ 20.73
1 x week	\$ 887.70	Double/Full	\$ 26.61
2 x week	\$ 1,559.27	Queen	\$ 32.49
3 x week	\$ 2,412.46	<u>Furniture:</u>	
4 x week	\$ 3,283.51	Bed Frame	\$ 11.06
5 x week	\$ 3,991.48	Couch (under 6 feet)	\$ 66.71
6 x week	\$ 4,828.70	Upholstered Chair	\$ 28.32
Extra Pickups	\$ 221.93	Wooden Chair	\$ 5.18
<u>6 Cu. Yd. Containers</u>		Dinette Table	\$ 29.72
1 x week	\$ 1,349.18	<u>Household Items:</u>	
2 x week	\$ 2,390.04	Rug (9' x 12')	\$ 16.94
3 x week	\$ 3,709.55	Vacuum	\$ 7.27
4 x week	\$ 5,058.04	<u>Appliances:</u>	
5 x week	\$ 6,155.34	Water Heater (32 Gal)	\$ 29.72
6 x week	\$ 7,452.08	Water Heater (40-50 Gal)	\$ 44.59
Extra Pickups	\$ 337.29	Water Heater (up to 100 Gal)	\$ 66.71
15 yard per haul (including 3 tons MSW)	\$ 633.66	Oven	\$ 22.45
20 yard per haul (including 3 tons MSW)	\$ 711.10	Oven (stove top)	\$ 14.86
30 yard per haul (including 4 tons MSW)	\$ 1,186.56	Oven-Stove Unit	\$ 14.86
40 yard per haul (including 4 tons MSW)	\$ 1,186.56	Microwave	\$ 34.56
RCY & Cardboard Compactors:		Garbage Compactor	\$ 22.45
15 yard per haul	\$ 284.14	Dishwasher	\$ 36.97
20 yard per haul	\$ 312.55	Refrigerator	\$ 117.52
30 yard per haul	\$ 343.80	Freezer	\$ 87.44
40 yard per haul	\$ 343.80	Air Conditioner	\$ 59.10
Services:		Freon Extraction Charge	\$ 27.64
Bin Overflow Charge	\$ 65.00	Washing Machine	\$ 44.59
Return for Service 2yd -6yd (Bin Inaccessible)	\$ 57.27	Dryer	\$ 29.05
Cart/Bin Cleaning (after 1st free)	\$ 111.82	Wheelchairs	\$ 48.38
Cart Replacement (1 free/year)	\$ 60.00	Bathtub - Fiberglass	\$ 27.65
Bin Replacement (after 1st free)	\$ 178.07	Bathtub - Cast Iron	\$ 41.47
On-Call Service: 25% of relevant monthly service.			

EXHIBIT 1 - REFUSE COLLECTION RATES (cont.)

<u>RATE CLASSIFICATION</u>	<u>Maximum Monthly Fees Effective 1/1/22</u>
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Bulky Items (Cont'd):**Building Materials:**

Household Door	\$ 4.50
Sink	\$ 12.78
Toilet	\$ 7.60

Yard and Garden:

Gas Mower (must be drained)	\$ 14.18
BBQ	\$ 8.98
Ping Pong Table	\$ 29.72
Exercise Bike	\$ 22.45
Swing Set	\$ 20.73
Bicycle	\$ 11.06

Electronics:

TV and PC Monitors cannot be picked up. They are considered hazardous waste.

* Pickups occur on Service Day

Exhibit A

DEFINITIONS

"Blue Container" means a Container colored as follows: (a) the lid shall be blue, or (b) the body shall be blue and the lid shall be either blue, gray, or black. Hardware such as hinges and wheels may be any color.

"Gray Container" means a Container colored as follows: (a) the lid shall be gray or black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware such as hinges and wheels may be any color.

"Green Container" means a Container colored as follows: (a) the lid shall be green, or (b) the body shall be green and the lid shall be green, gray, or black. Hardware such as hinges and wheels may be any color.

"Hauler Route" means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Garbage, Recyclable Material or Organic Waste collection services (not on-call or Bulky Item/Abandoned Waste) within the Contractor's collection service area under the Franchise Agreement.

"Organic Waste" means wastes comprising material originated from living organisms and their metabolic waste products, including food, green material, landscape and pruning waste, clean unpainted/untreated wood (with no nails, wire, etc.), paper products, and printing and writing paper, but excluding textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Exempt Waste. To be considered Organic Waste, the material must be separated by the Generator from Garbage, Recyclable Materials and Construction and Demolition Debris. In addition, it must not be more than three feet (3') in length or six inches (6") in diameter, and must fit in the Organic Waste Container used by the customer.

"Prohibited Container Contaminants" means any of the following:

- (a) Non-Organic Waste placed in the Green Container, including but not limited to textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Exempt Waste;

- (b) Organic Waste placed in the Gray Container that is specifically identified under the Franchise Agreement for collection in the Green Container or Blue Container;

- (c) Organic Waste placed in the Blue Container that is specifically identified under the Franchise Agreement for collection in the Green Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Blue Container.

"Route Review" or "Hauler Route Review" means a visual inspection of Containers along a Hauler Route for the purpose of identifying Prohibited Container Contaminants, which may include mechanical inspection methods such as use of cameras.

"SB 1383" means the Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations adopted by the California Department of Resources Recycling and Recovery ("CalRecycle") in 2020.

For purposes of this Amendment, the following terms (whether or not capitalized) shall have the meanings given to them in SB 1383, unless the context indicates a different meaning was intended: biosolids, digestate, food, non-compostable paper, paper products, printing and writing paper, sludges.