

**FIRST AMENDMENT TO  
AMENDED AND RESTATED SOLID WASTE COLLECTION FRANCHISE AGREEMENT**

This First Amendment (“First Amendment”) to the Amended and Restated Solid Waste Collection Franchise Agreement Between the County of Sonoma (“County”) and Recology Sonoma Marin (“Company”) is dated as of \_\_3/15/2022\_\_\_\_, but will only be effective upon the Effective Date, as defined herein.

WHEREAS, County and Company are parties to an Amended and Restated Solid Waste Collection Franchise Agreement (“Agreement”) dated July 1, 2020 (such Agreement as amended shall hereinafter be referred to as the “Agreement”);

WHEREAS, the parties wish to amend the Agreement to assist County in complying with Senate Bill 1383 (SB 1383);

WHEREAS, through this First Amendment, County intends to have Company (1) provide a 3-container solid waste, recycling, and organic waste collection service as contemplated by 14 CCR Section 18984.1 and (2) perform related route reviews, education and outreach, and reporting services, as further described herein.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. This First Amendment shall take effect April 1, 2022.
2. Definitions. For purposes of this First Amendment, the terms set forth in Exhibit A, attached hereto and incorporated herein by this reference, shall have the meanings given to them in such exhibit. All other defined terms shall have the meaning provided in the existing Agreement.
3. Harmonization of Greenwaste Provisions. Without limiting the generality of Section 14, below, Company and County agree that all provisions in the Agreement regarding or relating to “Greenwaste” shall be interpreted in such a manner as to comply with the provisions of this First Amendment; e.g. provisions governing Greenwaste shall be construed to refer to Organic Waste, except as such construction is otherwise in conflict with this First Amendment or applicable laws and regulations.
4. Three-Container Organic Waste Collection Services; Provision of Service; Phased Implementation.
  - 4.1. By January 1, 2024, Company shall provide Organic Waste collection service to all residents and businesses within the County service area who are subscribed to and pay for Solid Waste collection service (“customers”), unless the customer refuses to accept such service. All residents and businesses in the County service area may subscribe to service as of the Effective Date of this First Amendment, though provision of service may be delayed, subject to Sections 4.3 and 4.4 (below), for a reasonable period of time by Company if participation rates exceed available route capacity.

- 4.2. Subject to Section 4.4, if County elects to enforce its mandatory service ordinance, Company will provide Organic Waste Collection service to all residents and businesses who are subscribed to and pay for Solid Waste collection service, unless (i) the customer is not required under County's municipal code to subscribe to Organic Waste collection service, or (ii) the customer qualifies for a State- or locally-issued waiver, or (iii) the customer refuses to accept such service.
  - 4.3. County and Company acknowledge that Company's Organic Waste Collection routes must be expanded to satisfy the requirements of this First Amendment, and that new collection trucks must be procured by Company in order to provide such services. Between January 1, 2022 and December 31, 2023, Company shall continue and expand its existing Organic Waste collection service within the Service Area to satisfy customer demand.
  - 4.4. If the County Board of Supervisors elects to enforce its mandatory service ordinance at any time before April 1, 2023, Company shall have up to 18 months following such board action to implement the required service level set forth in Section 4.2. If the County Board of Supervisors elects to enforce its mandatory service ordinance at any time after April 1, 2023, Company shall have up to 12 months following such board action to implement the required service level set forth in Section 4.2.
5. Container Colors and Acceptable Materials.
- 5.1. General Requirement. Company shall ensure that each Container that it purchases after January 1, 2022 and provides to a customer serviced under this Agreement conforms to the following color scheme: Gray Containers for collection of Solid Waste, Blue Containers for collection of Source Separated Recyclable Materials, and Green Containers for collection of Source Separated Organic Waste. In addition, Company shall ensure that all Containers it uses to provide such services to customers serviced under the Agreement conform to such color scheme by January 1, 2036.
  - 5.2. Specific Material Types. Notwithstanding any other provision, including but not limited to the definition of "Organic Waste," as of the Effective Date of this First Amendment, compostable plastics, manure, biosolids, digestate, sludges, textiles, carpets (whether or not organic), and lumber are not accepted in the Green Container (i.e. they are counted as contamination). Only Greenwaste, Food Waste, Paper Products and Printing and Writing Paper may be deposited into the Green Container as of the Effective Date of this First Amendment. As of the Effective Date of this First Amendment, Paper Products and Printing and Writing Paper may also be placed in the Blue Container, in addition to other Source Separated Recyclable Materials. Notwithstanding any other provision, including but not limited to the definition of "Recyclable Materials," plastic (or other non-paper) grocery bags, paper towels, paper contaminated with food, wax paper, LDPE plastic, and plastic containers #3, 4, 6 and 7 are not accepted in the Blue Container (i.e. they are counted as contamination) as of the Effective Date of this First Amendment.

5.3. Changes to Accepted Materials Due to Changed Processing Capabilities. County and Company agree that materials that can be recovered by available compost and recycling facilities may change over time. If processing capabilities change, Company shall promptly provide written notice to County of such changes. The parties may by mutual written agreement modify the list of acceptable materials in the Green Container and the Blue Container. Such agreement shall become an amendment to this Agreement. The parties shall cooperate in good faith to make such modifications to the materials that can be accepted in the Green and Blue Containers as may be appropriate to support compliance with applicable diversion laws to the maximum extent practicable using available compost and recycling facilities. Following the parties' agreement to any change in the acceptable materials, Company shall provide prompt notice of such changes to all customers.

6. Container Labels.

6.1. General Requirement. Company shall ensure that each Container (or Container lid) that it newly purchases after January 1, 2022 and provides to a customer serviced under the 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. Company may comply with this section by using model labeling provided by CalRecycle.

7. Route Reviews.

7.1. General Requirement. At least once annually, beginning in 2022, Company shall conduct a Route Review for each Hauler Route. For each Route Review of a Hauler Route, Company shall inspect at least the following minimum number of Containers, but may inspect more if Company wishes. Each inspection shall involve lifting the Container lid and observing the contents, but shall not require Company to disturb the contents or open any bags. Company may select the Containers to be inspected at random, or if requested by County, by any other method not prohibited under SB 1383 Regulations. For the avoidance of doubt, Company shall not be required to annually inspect every Container on a Hauler Route. Company shall include the results of each Route Review in its next regularly scheduled report to County, as required by Section 10.

<u>Route Size (# accounts)</u>	<u>Minimum Number of Containers</u>
Less than 1,500	25
1,500-3,999	30
4,000-6,999	35
7,000 or more	40

7.2. Notice of Contamination. If Company finds Prohibited Container Contaminants in a Container during a Route Review, Company shall notify the customer of the violation in

writing. The written notice shall include information regarding the requirement to properly separate materials into the appropriate Containers. The notice may be left on the customer's Container, gate, or door at the time the violation is discovered, and/or be mailed, e-mailed, electronically messaged or delivered personally to the customer. Company may dispose of the contents of any Container found to contain Prohibited Container Contaminants. The notice shall be provided in English and Spanish.

## 8. Compliance Reviews.

8.1. General Requirement. At least once annually, beginning in 2022, Company shall review the records of its Commercial and Multi-Family customers in the Service Area to determine whether such customers are subscribed for Organic Waste collection service or have an applicable waiver. Company shall include the results of each compliance review in its next regularly scheduled report to County, as required by Section 10.

## 9. Education & Outreach.

9.1. Prior to February 1, 2022, and annually thereafter, Company shall provide the following to all of its customers in the Service Area:

9.1.1. Information on customer requirements to properly separate materials into appropriate containers.

9.1.2. Information on methods for the prevention of Organic Waste generation, recycling on-site, sending Organic Waste to community composting, and any other local requirements regarding the diversion of Organic Waste.

9.1.3. Information regarding the methane reduction benefits of reducing the landfill disposal of Organic Waste, and the methods of Organic Waste recovery contemplated by SB 1383.

9.1.4. Information regarding how to recover Organic Waste.

9.1.5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of Organic Waste.

9.2. The above information will be provided, at a minimum, through print and/or electronic media, and may also be provided through workshops, meetings and/or on-site visits.

9.3. Educational materials provided pursuant to the above shall be translated into Spanish.

## 10. Reporting.

10.1. Beginning January 1, 2022, Company shall provide the following information to County as part of Company's regularly scheduled reports under the Agreement:

10.1.1. For information provided by Company pursuant to Section 9 above:

- (a) Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, emails, and other electronic messages).
- (b) The date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted.
- (c) To whom the information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Company may provide the type and number of accounts receiving the information, rather than listing each recipient individually.

10.1.2. For Route Reviews and Compliance Reviews:

- (a) The date the review was conducted.
- (b) The name and title of each person conducting the review.
- (c) A list of the account names and addresses covered by the review.
- (d) For Route Reviews, a description of each Hauler Route reviewed, including Company's route number and a description of the Hauler Route area.
- (e) For Route Reviews, the results of such review (i.e. the addresses where any Prohibited Container Contaminants were found), and any photographs taken (if any).
- (f) For Compliance Reviews, a list of accounts reviewed, the results of such review (i.e. Company'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).
- (g) Copies of any educational materials issued pursuant to such reviews.

10.1.3. Documentation relating to observed Prohibited Container Contaminants, whether observed during Route Reviews or otherwise:

- (a) Copies of the form of each type of notice issued to generators for Prohibited Container Contaminants, as well as, for each such form, a list of all notices issued showing the customer's name, the date of issuance, the service address, and the nature of the violation. This information will also be provided on a monthly basis to Zero Waste Sonoma. If CalRecycle issues guidance indicating that the above information is not sufficient to comply with Section 18984.6(a)(4) of the SB 1383 Regulations, then Company shall, on a quarterly

basis (or more frequently if required by County), provide copies of each notice issued to generators for Prohibited Container Contaminants during Route Reviews.

(b) The number of times notices were issued to customers for Prohibited Container Contaminants.

(c) The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

10.1.4. A description of Company's process for determining the level of Container contamination under the Agreement.

#### 11. Commingling of Residential and Commercial Organic Waste.

Section 2.8 of the Agreement (Collection Routes Involving Multiple Jurisdictions) is hereby deleted and replaced with the following:

"2.8 Collection Routes Involving Multiple Jurisdictions or Residential/Commercial Organic Waste. Company may commingle Solid Waste collected on the Multiple Jurisdiction Routes with Solid Waste from other jurisdictions. Company shall allocate solid waste collected on the Multiple Jurisdiction Routes in accordance with the provisions of Section 4.4.4(a) below.

To maximize route efficiency, Company may collect Commercial Food Waste in its residential collection vehicles, commingled with residential organics, provided that the tonnage of Commercial Food Waste so collected in the unincorporated County and the cities that are party to a Waste Delivery Agreement with Republic where Recology is the franchised hauler combined, does not exceed 15% of the total tonnage of Commercial Food Waste collected by Company from such jurisdictions (calculated on an aggregate (combined) basis, not jurisdiction by jurisdiction by jurisdiction), and provided further that Company compensates Republic Services of Sonoma County, Inc. ("Republic") appropriately for such commingled Commercial Food Waste, in a manner to be mutually agreed by County, Republic and Company."

#### 12. Discontinuance of Collection Service and/or Refusal to Collect; Requests for County Liens.

Section 5.3 of the Agreement (Discontinuance of Collection Service and/or Refusal to Collect) is hereby deleted and replaced with the following:

**"5.3 Discontinuance of Collection Service and/or Refusal to Collect; Requests for County Liens.**

**"5.3.1 Discontinuance of Service.** If Company elects, pursuant to Section 5.1.1 to discontinue collection service for failure to pay for said services, the Company shall,

prior to discontinuance:

- (1) Provide the customer with thirty (30) days prior written notice of the intent to discontinue service;
- (2) Provide County with fifteen (15) days prior written notice of the intent to discontinue service to said customer.

Company shall not, however, discontinue service until after attempting to resolve any good faith disputes concerning amounts due Company. The County may require Company to continue collection services if the County determines after reviewing the facts of the individual case that there is an unresolved good faith dispute regarding incorrect billing by Company.

**5.3.2 Request for County Lien.** As to any account with unpaid charges for 180 days or longer from the invoice date, and following Company's diligent efforts to collect all such charges for the duration of that 180-day period, Company may request County's assistance in recovering the unpaid amount pursuant to Government Code section 25828 and Sonoma County Code Section 22-21. To initiate such request, Company shall file with the Director of Transportation and Public Works a verified statement which shall contain the specific facts of the delinquent account, including, but not limited to: name or names and address of the owner(s), the address of the service, the period of service that is delinquent, the amounts due, accrued interest, the steps taken to secure payment, and such other information as the Director may reasonably require. Said statement shall be submitted to County semi-annually. In order for County to take action, Company must establish it has made reasonable and material efforts to collect payment, including (i) issuance of no fewer than three (3) written late payment notices, (ii) telephone requests for payment, (iii) and reduction in the customer's service level as may be authorized pursuant to Sections 5.1.1 and 5.3.1.

**5.3.3 Refusal to Collect.** Company may, at its discretion, refuse to collect wastes, Organic Waste and/or Recyclable Materials from any customer who uses a non-standard sized container for disposal of wastes or collection of Recyclables or Organic Waste. Company may refuse to collect any waste containing Hazardous Substances. Company shall immediately notify County of any Hazardous Substances left for collection by said customer. Company may, at its discretion, refuse to collect any Source Separated Recyclable materials or Organic Waste where such containers contain significant amounts of Solid Waste that is commingled with Recyclable Materials or Organic Waste. If Company refuses to collect such container from a customer, Company shall promptly provide said customer with a written explanation or alternatively, Company shall telephone the customer with an explanation on the same day as the intended pick up. Company shall maintain a log of such events."

### 13. Rate Adjustments

13.1. Effective April 1, 2022, Exhibits E-1 through E-5 of the Agreement (Service Rates) are hereby deleted and replaced in their entirety with Exhibits E-1 through E-5 (respectively) attached hereto and incorporated herein by this reference (Maximum Service Rates). The new exhibits reflect a total Maximum Service Rate increase of 5.9%, consisting of a 2.4% adjustment to partially fund the additional programs required by this First Amendment, plus a 3.7% adjustment pursuant to Exhibit G (including Section 13.3 below), plus a -0.2% adjustment pursuant to prior Exhibit E-1. Such exhibits also reflect adjustment of the Maximum Service Rates in the Southwest Santa Rosa and Larkfield Zones to be the same as the East Zone.

13.2. For the April 1, 2023 Maximum Service Rate adjustment, each Maximum Service Rate set forth in Exhibits E-1 through E-5 of the Agreement (Maximum Service Rates), as well each element of such Maximum Service Rate (if any), may be increased by Company to reflect the Additional Adjustment, over and above any other adjustment that may be applicable under Exhibit G of the Agreement or as otherwise allowed under the Agreement, as modified by this First Amendment. The Additional Adjustment shall be calculated as follows:

$$\text{Additional Adjustment} = 2.8\% + (0.1\% * ( [ \text{Baseline Specified Organics Customers} ] - 3,000) / 100 ) + ( 0.15\% * ( \text{Total New Customers} - 500 ) / 500 )$$

Where:

“Specified Organics Customers” means all new or existing customers in areas serviced by Garbage Routes 130, 131, 132, 133, 135 and 162 (as such routes exist on the Effective Date) that have requested organics service at any time before or after March 15, 2023, and as to which Company is either providing such service, or can demonstrate to County’s reasonable satisfaction that such service will be provided within the next 6 months;

“Baseline Specified Organics Customers” means all new or existing customers in areas serviced by Garbage Routes 130, 131, 132, 133, 135 and 162 (as such routes exist on the Effective Date) that have requested organics service as of March 15, 2023, and as to which Company is either providing such service, or can demonstrate to County’s reasonable satisfaction that such service will be provided within the next 6 months; and

“Total New Customers” means all new customers added by Company in the Service Area (including any Specified Organics Customers that are new customers) over the period April 1, 2022-March 15, 2023;

Provided, however, that under no circumstances may the Additional Adjustment exceed 5.6%, consistent Section 13.6.

For example, if there were 3,700 Baseline Specified Organics Customers and 650 Total New Customers, then the Additional Adjustment would be 3.545%, over and above any other adjustment, calculated as follows:

$$\text{Additional Adjustment} = 2.8\% + (0.1\% * (3,700 - 3,000) / 100) + (0.15\% * (650 - 500) / 500) = 2.8\% + (0.1\% * 7) + (0.15\% * 0.3) = 3.545\%$$

- 13.3. In calculating the Annual Rate Adjustment pursuant to Exhibit G (Annual Rate Adjustment Methodology for Solid Waste Collection Rates) for the April 1, 2022 Maximum Service Rate adjustment only, the percentage change in the MSW Disposal Index cost category shall be increased by 2.96%, over and above any other adjustment that may be applicable under the Agreement, as modified by this First Amendment. For example, if the actual change in the Disposal Fee over the period January 1-December 31, 2021 is 3.0%, then the Weighted Percentage change effective April 1, 2022 would be calculated as if the MSW Disposal Fee had increased by 5.96% over the same period. The adjustment contemplated by this paragraph is reflected in the Maximum Service Rates set forth in Exhibits E-1 through E-5 attached to this First Amendment.
- 13.4. If at any time after March 15, 2023 the number of Specified Organics Customers increases by more than 600 above the number of Baseline Specified Organics Customers used to calculate the Additional Adjustment, then either County or Company may request a review of the costs and revenues of providing organics service to Specified Organics Customers. The revenues considered for this purpose shall be 3.6% of total revenues, plus the portion of the Additional Adjustment attributable to the Baseline Specified Organics Customers as of March 15, 2023. For example, continuing the example above, the revenues considered would be 4.3% of total revenues (= 3.6% + 0.7%). The costs shall be the costs of providing organics service to Specified Organics Customers (including any franchise or other fees) and shall include a profit margin on such costs calculated using an operating ratio of 0.90. If the review determines that the revenues are less than (or greater than) the costs, then Maximum Service Rates shall be adjusted so as to eliminate the revenue shortfall (or surplus) (respectively). Such adjustment shall be over and above any other adjustment that may be applicable under the Agreement, as modified by this First Amendment. The review shall be conducted jointly by the parties and their respective consultants (if any). The parties shall cooperate in good faith in conducting the review and share information reasonably necessary for that purpose. The party requesting the review shall submit its request in writing to the other party at least six (6) months before the desired April 1 adjustment date. If the review is timely requested, the parties shall use best efforts to complete the review, and implement any Maximum Service Rate adjustment required by this paragraph, by such April 1 date.
- 13.5. This First Amendment and the Maximum Service Rate adjustments provided for herein assume that the County will not be enforcing its mandatory collection ordinance. If the County decides to enforce its mandatory collection ordinance, then, not less than

one (1) year after Company begins implementing mandatory service, Maximum Service Rates shall, subject to the County's review and approval (not to be unreasonably withheld), be equitably adjusted so as to compensate Company for the additional costs (if any) of added routes and service resulting from mandatory service (net of any additional revenues resulting from such mandatory service), including a profit margin on such costs calculated using an operating ratio of 0.90. County shall have one hundred and eighty (180) days to evaluate and implement such an adjustment request, provided that Company promptly provides all information reasonably requested by County as may be needed to review Company's adjustment request, which shall include detailed information regarding such additional costs and revenues (actual and projected). Such adjustment shall be over and above any other adjustment that may be applicable under the Agreement, as modified by this First Amendment.

13.6. Notwithstanding the foregoing, any adjustments made under Sections 13.2, 13.4 and 13.5, inclusive, shall not cumulatively exceed 5.6%.

14. Section 18988.1 and 18988.2 Compliance. Company shall notify the Director of the facility or facilities to which it will transport organic waste as a condition of this Agreement. Company shall comply with its obligations under this First Amendment and the obligations that by operation of law are imposed upon it directly pursuant to SB 1383 Regulations, including but not limited to 14 CCR 18988.2 (Organic Waste Hauler Requirements).

15. Deletion of Diversion Adjustment to Maximum Service Rates. Paragraphs 4.5.1 (Minimum Diversion Requirements) and 4.5.2 (Diversion Adjustment) are hereby deleted and shall have no further force or effect. Paragraph 8 of Exhibit G (Annual Rate Adjustment Methodology for Solid Waste Collection Rates) is also hereby deleted, as are all related references to the "Diversion Adjustment" to the Maximum Service Rates, which shall have no further force or effect as of the Effective Date of this First Amendment.

16. Single-Family Curbside Battery Collection. Section 4.2 of the Agreement (Recycling) is hereby amended to add a new Section 4.2.7, to read in its entirety as follows:

"4.2.7 Curbside Battery Collection. Company shall provide curbside collection of batteries from Single Family Dwelling Units at no additional charge. To be eligible for collection, the battery terminals must be taped, the batteries must be placed in a sealed clear plastic bag, and the plastic bag must be placed on top of the customer's Recycling cart on the customer's regularly scheduled collection day."

17. Scope of Franchise. Section 2.5 of the Agreement (Scope of Franchise) is hereby deleted and replaced with the following:

"2.5 Scope of Franchise. The scope of the franchise granted to Company herein shall be consistent with Chapter 22 of the Sonoma County Code. Company shall have an exclusive right to collect all Solid Waste in the Service Area, except such Solid Waste that is exempt

from franchise agreement requirements pursuant to Article 6 of Chapter 22 of the Sonoma County Code.”

18. Interpretation. In the event of any conflict between this First Amendment and the Agreement, this First Amendment shall govern. Company acknowledges that aspects of this First Amendment are governed by the Sonoma County Code (County Code) and, to the extent there is any ambiguity in this First Amendment, such ambiguity shall be resolved in favor of strict compliance with the County Code as in effect as of the Effective Date of this First Amendment. Section headings in this First Amendment are for convenience only and shall not be used in the interpretation of this First Amendment. This First Amendment may be executed in counterparts and/or by electronic signature (e.g. DocuSign). As used in this First Amendment, “including” and its variants mean “including without limitation.”
19. Effect of Amendment on Remainder. Except to the extent the Amended and Restated Solid Waste Collection Agreement is specifically amended or supplemented hereby, the Amended and Restated Solid Waste Collection Agreement together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Amended and Restated Agreement Solid Waste Collection or any right of the parties arising thereunder.
20. Applicable Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law, and any action to enforce the terms of this First Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Amended and Restated Solid Waste Collection Agreement as of \_\_\_\_\_, 2022, which shall become effective upon the Effective Date.

**COUNTY OF SONOMA:**

**RECOLOGY SONOMA MARIN:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Salvatore M. Coniglio  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Pheatt, Deputy County Counsel

**ATTEST:**

\_\_\_\_\_  
County Clerk

Attachments: Exhibits E-1 to E-5 (Maximum Service Rates)

## Exhibit A

### DEFINITIONS

This First Amendment provides definitions for new terms not previously used in the Agreement and also updates (replaces) existing definitions, as described.

“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.

“Container” means any Cart, Bin or Debris Box.

“Food Waste” means food scraps and trimmings and other putrescible waste that results from food production, preparation, cooking, storage, consumption or handling. Food Waste includes but is not limited to: meat, fish and dairy waste, fruit and vegetable waste, and grain waste. Food waste also includes food-soiled compostable paper, and will include compostable plastics, if compost facilities that can recover compostable plastics are utilized by Company and County in the future, and compostable plastics are added to the list of acceptable materials in the Green Container pursuant to Section 5.3 of this First Amendment.

“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 Solid Waste, Recyclable Material or Organic Waste collection services (not on-call or Bulky Item/Abandoned Waste) within the Company’s collection service area under the Agreement.

“Maximum Service Rates” has the same meaning as “Service Rates,” which is defined in Section 1.45 of the Agreement.

“Organic Waste” means solid wastes comprising of material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, clean unpainted/untreated lumber and wood (with no nails, wire, etc.), paper products, printing and writing paper, manure, biosolids, digestate and sludges, but excluding non-compostable paper and Hazardous Waste.

“Prohibited Container Contaminants” means any of the following:

- (a) Any material that is not Organic Waste placed in the Green Container, and those Organic Wastes placed in the Green Container that are not acceptable in the Green Container pursuant to Section 5.2 and/or 5.3 of this First Amendment;
- (b) Any material that is not Recyclable Material placed in the Blue Container, and those Recyclable Materials placed in the Green Container that are not acceptable in the Blue Container pursuant to Section 5.2 and/or 5.3 of this First Amendment. Paper products, printing and writing paper are considered acceptable Source Separated Recyclable Materials and not considered Prohibited Container Contaminants if they are placed in the Blue Container;
- (c) Any materials placed in the Gray Container that are, pursuant to this Agreement, acceptable Source Separated Recyclable Materials and/or Source Separated Organic Wastes that may be placed in the Green Container and/or Blue Container.
- (d) Ashes, industrial wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge or manure placed in any Container; and
- (e) Excluded Waste, as defined by the Sonoma County Code, placed in any Container.

“Recyclable Materials or Recyclables” means those discarded materials that are capable of being Recycled and that exclude Excluded Waste. No discarded materials shall be considered Recyclable Materials unless such material is separated from Solid Waste, Organic Waste and Construction and Demolition Wastes. Recyclable Materials shall include, but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored paper, construction paper, writing paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes yet excluding contaminated paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-lined paper, Tyvek non-tearing paper envelopes); chipboard; corrugated cardboard; glass containers of any color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers, small pieces of scrap metal); steel, tin or bi-metal cans; mixed rigid plastics such as plastic container (no. 1 to 7) and bottles including containers made of HDPE, LDPE, or PET. For the purposes of this Agreement, “Recyclable Materials” shall not include Construction and Demolition Materials. “Recyclable Materials” shall also exclude Source-Separated Organic Waste, except as materials specifically included in this definition of “Recyclable Materials” are compostable products acceptable in either the Blue Container or Green Container pursuant to this Agreement.

“Recycle or Recycling” means the process of sorting, cleansing, treating and reconstituting at a Recyclable Materials processing facility materials that would otherwise be disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products.

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

**Exhibit E-1  
Service Rates - Residential**

**Maximum Rates - Effective 4/1/2022**

Single Family Dwelling Unit Monthly Rates						
	<sup>1</sup> East Zone	Sebastopol / South Sonoma County Zone	Cloverdale Zone	Pacific Coast Zone	Sunrise Zone	West Sonoma County
20-gallon can	\$ 37.67	\$ 36.61	\$ 38.87	\$ 33.50	\$ 31.03	\$ 36.63
35-gallon can	\$ 44.47	\$ 42.89	\$ 45.91	\$ 53.57	\$ 49.72	\$ 58.59
64-gallon can	\$ 53.11	\$ 81.42	\$ 87.57	\$ 93.22	\$ 91.29	\$ 102.92
96-gallon can	\$ 62.23	\$ 120.06	\$ 129.17	\$ 134.06	\$ 132.48	\$ 147.32
recycling bin	first two bins included	first two bins included	first two bins included	first two bins included	first two bins included	first two bins included
each additional bin	10.46	10.46	10.46	10.46	10.46	10.46
organics bin	first two bins included	first two bins included	first two bins included	first two bins included	first two bins included	first two bins included
each additional bin	12.12	12.11	12.12	12.11	12.11	12.11
recycling only service	\$ 10.07	\$ 10.07	\$ 10.07	\$ 10.07	\$ 10.07	\$ 10.07

<sup>1</sup> Southwest Santa Rosa and Larkfield Zones have been incorporated into the East Zone.

**Exhibit E-1  
Service Rates - Residential**

<b>Maximum Rates - Effective 4/1/2022</b>						
<b>Bin Size</b>	<b>Mobile Home Park Rates: <sup>2</sup></b>					
	<b>1 East Zone</b>	<b>Sebastopol / South Sonoma County Zone</b>	<b>Cloverdale Zone</b>	<b>Pacific Coast Zone</b>	<b>Sunrise Zone</b>	<b>West Sonoma County</b>
20-gallon can	\$ 35.69	\$ 29.94	\$ 35.69	\$ 27.40	\$ 25.37	\$ 29.95
35-gallon can	\$ 41.98	\$ 35.10	\$ 41.98	\$ 43.85	\$ 40.68	\$ 47.95
64-gallon can	\$ 50.16	\$ 76.51	\$ 50.16	\$ 87.60	\$ 85.79	\$ 96.71

<sup>2</sup> These rates apply only for those accounts where one bill is sent to the manager, and the manager remits payment on behalf of all residents in the mobile home park. If each individual homeowner receives and pays a separate billing, single-family dwelling unit rates apply.

**Additional Rates Applicable to Service on Private Lanes:**

<b>Item</b>	<b>Rate</b>	<b>Frequency</b>
Private Road Surcharge Fee * (See Section 4.1.2(b))	\$ 12.46	per 50 feet per pickup

\* This fee is in addition to the monthly service fee.

**Miscellaneous Fees Applicable to all Zones:**

<b>Item</b>	<b>Rate</b>	<b>Frequency</b>
Cleanup Bin (3 cubic yards) <sup>3</sup>	\$ 326.09	per 3 days
Cleanup Bin - 4 cubic yards <sup>3</sup>	\$ 434.80	per 3 days
Replacement Cart	\$ 135.21	after first replacement per year
Return Trip Charge	\$ 27.39	each trip
Contaminated Organics Cart	\$ 33.81	each occurrence
Contaminated Recycling Cart	\$ 33.81	each occurrence

<sup>3</sup> For home and yard cleanups that do not need the larger volume provided by a debris box. This optional service does not replace bulky item collection service.

**Exhibit E-2  
Service Rates - Multi-Family and Commercial**

<b>Maximum Rates - Effective 4/1/2022</b>							
<b>Multi-Family Dwelling Units and Commercial Rates</b>							
		<b>East Zone</b>	<b>Sebastopol / South Sonoma County Zone</b>	<b>Cloverdale Zone</b>	<b>Pacific Coast Zone</b>	<b>Sunrise Zone</b>	<b>West Sonoma County</b>
<b>Bin Volume</b>	<b>Frequency Per Week</b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>	<b>Monthly Rate</b>
1-1/2 Cubic Yards	1	\$ 374.67	\$ 360.13	\$ 345.83	\$ 284.14	\$ 363.63	\$ 463.27
	2	\$ 641.32	\$ 630.81	\$ 604.86	\$ 555.39	\$ 637.99	\$ 813.96
	3	\$ 908.71	\$ 899.88	\$ 858.91	\$ 821.66	\$ 905.76	\$ 1,156.74
	4	\$ 1,169.58	\$ 1,162.41	\$ 1,113.54	\$ 1,089.93	\$ 1,175.56	\$ 1,501.22
	5	\$ 1,435.52	\$ 1,430.04	\$ 1,370.43	\$ 1,358.76	\$ 1,445.90	\$ 1,846.83
	6	\$ 1,730.52	\$ 1,722.18	\$ 1,627.80	\$ 1,630.33	\$ 1,718.99	\$ -
2 Cubic Yards	1	\$ 477.87	\$ 450.98	\$ 431.99	\$ 426.83	\$ 455.57	\$ 582.32
	2	\$ 843.99	\$ 789.28	\$ 756.21	\$ 764.83	\$ 797.85	\$ 1,018.47
	3	\$ 1,210.31	\$ 1,129.52	\$ 1,079.99	\$ 1,103.94	\$ 1,138.82	\$ 1,454.82
	4	\$ 1,536.60	\$ 1,465.51	\$ 1,402.83	\$ 1,444.21	\$ 1,481.02	\$ 2,118.29
	5	\$ 1,870.21	\$ 1,801.20	\$ 1,728.13	\$ 1,784.19	\$ 1,822.94	\$ 2,327.92
	6	\$ 2,208.76	\$ 2,141.87	\$ 2,051.61	\$ 2,124.38	\$ 2,165.02	\$ -
3 Cubic Yards	1	\$ 602.69	\$ 563.73	\$ 540.44	\$ 711.01	\$ 569.66	\$ 727.78
	2	\$ 1,088.37	\$ 1,016.48	\$ 975.56	\$ 1,163.22	\$ 1,028.37	\$ 1,312.58
	3	\$ 1,574.33	\$ 1,411.25	\$ 1,409.28	\$ 1,622.24	\$ 1,490.00	\$ 1,898.37
	4	\$ 2,059.80	\$ 1,924.51	\$ 1,842.80	\$ 2,075.03	\$ 1,945.32	\$ 2,483.21
	5	\$ 2,545.59	\$ 2,377.89	\$ 2,277.58	\$ 2,530.33	\$ 2,403.18	\$ 3,069.69
	6	\$ 3,031.50	\$ 2,831.83	\$ 2,710.51	\$ 2,986.69	\$ 2,862.08	\$ -
4 Cubic Yards	1	\$ 710.91	\$ 670.70	\$ 643.18	\$ 853.69	\$ 678.27	\$ 865.83
	2	\$ 1,259.55	\$ 1,188.61	\$ 1,139.99	\$ 1,369.16	\$ 1,201.43	\$ 1,534.90
	3	\$ 1,808.50	\$ 1,694.59	\$ 1,641.02	\$ 1,876.54	\$ 1,711.67	\$ 2,186.42
	4	\$ 2,357.15	\$ 2,265.41	\$ 2,170.56	\$ 2,450.89	\$ 2,289.18	\$ 2,923.55
	5	\$ 2,906.17	\$ 2,798.30	\$ 2,582.62	\$ 2,986.75	\$ 2,828.09	\$ 3,612.45
	6	\$ 3,455.23	\$ 3,344.60	\$ 3,203.83	\$ 3,535.56	\$ 3,380.00	\$ -
6 Cubic Yards	1	\$ 890.25	\$ 1,090.99	\$ 849.58	\$ 1,280.56	\$ 895.98	\$ 1,142.96
	2	\$ 1,575.88	\$ 2,198.34	\$ 1,515.27	\$ -	\$ 1,596.05	\$ 2,039.83
	3	\$ 2,269.15	\$ 2,454.40	\$ 2,189.73	\$ -	\$ 2,271.74	\$ 2,901.77
	4	\$ 2,791.27	\$ 2,973.20	\$ 2,921.85	\$ -	\$ 3,080.14	\$ 3,707.99
	5	\$ 3,321.43	\$ 3,500.11	\$ 3,417.90	\$ -	\$ 3,811.84	\$ 4,869.61
	6	\$ 3,952.32	\$ 4,127.03	\$ 4,331.69	\$ -	\$ 4,569.31	\$ -
10 cubic yards	1	\$ 2,161.59	\$ 2,161.59	\$ 2,161.59	\$ 2,161.59	\$ 2,161.59	\$ 2,161.59
<b>Miscellaneous Charges</b>		<b>Per Bin</b>	<b>Per Bin</b>	<b>Per Bin</b>	<b>Per Bin</b>	<b>Per Bin</b>	<b>Per Bin</b>
Overflowed Bins		\$ 48.08	\$ 48.08	\$ 48.08	\$ 48.08	\$ 48.08	\$ 48.08
Blocked Bins		\$ 25.36	\$ 25.36	\$ 25.36	\$ 25.36	\$ 25.36	\$ 25.36

**Exhibit E-2  
Service Rates - Multi-Family and Commercial**

<b>Maximum Rates - Effective 4/1/2022</b>						
	<b>Multi-Family Dwelling Units and Commercial Rates</b>					
	<b>East Zone</b>	<b>Sebastopol / South Sonoma County Zone</b>	<b>Cloverdale Zone</b>	<b>Pacific Coast Zone</b>	<b>Sunrise Zone</b>	<b>West Sonoma County</b>
<b>Additional Bin Collection (price per pickup)</b>	Applies to occasional requests for an extra pickup on a non-scheduled collection day. Repeated requests will require evaluation of service level to determine whether or not additional service capacity is necessary.					
1-1/2 Cubic Yards	\$ 127.04	\$ 127.04	\$ 127.04	\$ 127.04	\$ 127.04	\$ 127.04
2 Cubic Yards	\$ 141.97	\$ 141.97	\$ 141.97	\$ 141.97	\$ 141.97	\$ 141.97
3 Cubic Yards	\$ 179.01	\$ 179.01	\$ 179.01	\$ 179.01	\$ 179.01	\$ 179.01
4 Cubic Yards	\$ 197.01	\$ 197.01	\$ 197.01	\$ 197.01	\$ 197.01	\$ 197.01
6 Cubic Yards	\$ 234.26	\$ 234.26	\$ 234.26	\$ 234.26	\$ 234.26	\$ 234.26
<b>Compactor Rates<sup>1</sup></b>						
Per Pull	\$ 582.60	\$ 582.60	\$ 582.60	\$ 582.60	\$ 582.60	\$ 582.60

<sup>1</sup> Does not include the current per ton disposal cost which shall be added in addition to the per pull cost.

**Miscellaneous Fees Applicable to all Zones**

<b>Item</b>	<b>Rate</b>	<b>Frequency</b>
Return Trip Charge	\$27.37	each trip
Contaminated Recycling Bin	\$98.87	per yard plus \$20.00

**Exhibit E-3**  
**Service Rates - Debris Box Rate**  
**Maximum Rates - Effective 4/1/2022**

Box Volume	Debris Box Rates <sup>1</sup>					
	Eastern Sonoma County / Petaluma Zone	Sebastopol / South Sonoma County Zone	Cloverdale Zone	Pacific Coast Zone	Sunrise Zone	West Sonoma County Zone
	Per Pull Cost	Per Pull Cost	Per Pull Cost	Per Pull Cost	Per Pull Cost	Per Pull Cost
10 Cubic Yards	\$ 483.89	n/a	n/a	n/a	n/a	\$ 527.09
15 Cubic Yards	\$ 483.89	n/a	n/a	n/a	n/a	\$ 527.09
20 Cubic Yards	\$ 483.89	\$ 417.85	\$ 469.42	\$ 402.47	\$ 397.38	\$ 527.09
30 Cubic Yards	\$ 483.89	\$ 563.93	\$ 490.12	n/a	n/a	\$ 527.09
40 Cubic Yards	\$ 483.89	n/a	n/a	n/a	n/a	\$ 527.09
Distance Surcharge <sup>2</sup>	n/a	n/a	\$ 68.12	\$ 93.43	\$ 93.43	\$ 48.66

<sup>1</sup> Does not include the current per ton disposal cost which shall be added in addition to the per pull cost.

<sup>2</sup> Additional fee applies to compensate the hauler for fuel and labor for extra distance required for transportation from these remote areas of the county.

**Exhibit E-4  
Service Rates - Emergency Services**

**Maximum Rates - Effective 4/1/2022**

**Emergency Service Rates for All Service Areas**

<b>Equipment</b>	
<b>Equipment Type</b>	<b>Hourly Rate</b>
Commercial Frontloader	\$ 91.96
Automated Truck	\$ 91.96
Roll-off Truck	\$ 68.99
Bin Truck	\$ 57.49
Cart Delivery Truck	\$ 57.49
Pickup Truck	\$ 45.99

<b>Personnel</b>	
<b>Labor Position</b>	<b>Hourly Rate</b>
Commercial Frontloader Driver	\$ 52.75
Automated Truck Driver	\$ 52.75
Roll-off Truck Driver	\$ 52.75
Bin Truck Driver	\$ 52.75
Cart Delivery Truck Driver	\$ 52.75
Pickup Truck Driver	\$ 52.75

**Exhibit E-5**  
**Service Rates - Bulky Item Collection Services**

<b>Maximum Rates - Effective 4/1/2022</b>
<b>Residential Collection Services</b> (Single Family Dwellings and Multi Family Dwellings)

Category	Item Description	Rate
Furniture	Twin (per set)	\$88.03
	Double (per set)	\$88.03
	Queen (per set)	\$88.03
	King (per set)	\$88.03
	Bed Frame	\$70.45
	Couch (under 6 feet)	\$70.45
	Upholstered Chairs	\$70.45
	Wooden Chairs	\$70.45
	Dinette Tables	\$70.45
Household Items	Rug (9'x12')	\$70.45
	Vacuum	\$70.45
Appliances	Water Heater: 35 gallons	\$70.45
	Water Heater: 40 - 50 gallons	\$70.45
	Water Heater: 100 gallons	\$70.45
	Oven	\$70.45
	Oven (Stove Top)	\$70.45
	Oven - Stove Unit	\$70.45
	Microwave	\$70.45
	Garbage Compactor	\$70.45
	Dishwasher	\$70.45
	Refrigerator	\$96.83
	Freezer	\$96.83
	Air Conditioner	\$96.83
	Washing Machine	\$70.45
	Dryer	\$70.45
Building Materials	Household Doors	\$70.45
	Sink	\$70.45
	Toilet	\$70.45
	Windows (less than 3'x4' only)	\$70.45

**Exhibit E-5**  
**Service Rates - Bulky Item Collection Services**

<b>Maximum Rates - Effective 4/1/2022</b>
---

Residential Collection Services  
 (Single Family Dwellings and Multi Family Dwellings)

Category	Item Description	Rate
Yard and Garden	Gas Mower (must be drained of gal and oil)	\$52.82
	Barbeque	\$52.81
	Ping Pong Table	\$52.81
	Exercise Bike	\$70.45
	Swing Sets	\$52.81
	Bicycle	\$52.81

Electronics	Computer Monitor	\$52.81
	Television	\$52.81
	Console Television	\$52.81
	Stereo Equipment	\$88.03
	VCR/Home Entertainment	\$52.81
	Printer/Fax	\$52.81
	Copier (table top)	\$52.81
	Copier (stand alone) minimum charge	\$52.81
	Oversized Office Equipment	price varies